



Central Vermont Regional Planning Commission

December 1, 2025 – Contract Index

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

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

****Please note that each contract name is a URL link to the contract**

[Agency of Commerce and Community Development – FY 25 Regional Planning Funds](#)

[Department of Environmental Conservation – SFY2026 Water Quality Restoration Formula Grant Amendment](#)

CONTRACTS ISSUED

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

N/A

FOR INFORMATION ONLY

(Contracts, agreements, and amendments valued at \$25,000 or less or that extend performance period.)

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

[Town of Berlin – Town Plan Consulting Services](#)

GRANTS, CONTRACTS & SERVICE AGREEMENTS ISSUED

N/A

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: 07110-RPC-2026-04				² Original <input checked="" type="checkbox"/>		Amendment # <input type="checkbox"/>	
³ Grant Title: REGIONAL PLANNING FUNDS - CENTRAL VERMONT REGIONAL PLANNING COMMISSION (CVRPC)							
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$709,332.00		⁶ Total Award Amount: \$709,332.00			
⁷ Award Start Date: 07/01/2025		⁸ Award End Date: 06/30/2026		⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
¹⁰ Supplier #: 43329		¹¹ Grantee Name: CENTRAL VERMONT REGIONAL PLANNING COMMISSION (CVRPC)					
¹² Grantee Address: 29 MAIN STREET, SUITE 4							
¹³ City: MONTPELIER				¹⁴ State: VT		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT						¹⁷ Business Unit: 07110	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$0.00		Description: N/A			
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee Identifier [UEI] #: L97JQHE86VX3				²² Indirect Rate: 0.00 % <small>(Approved rate or de minimis 10%)</small>		²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 6						²⁵ R&D: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁶ UEI Registered Name (if different than VISION Supplier Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type		²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions		
General Fund				\$0.00			
Special Fund		\$0.00	\$709,332.00	\$709,332.00	REGIONAL PLANNING FUNDS		
Global Commitment (non-subrecipient funds)				\$0.00			
Other State Funds				\$0.00			
FEDERAL FUNDS <small>(Includes subrecipient Global Commitment funds)</small>					Required Federal Award Information		
³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$709,332.00	\$709,332.00			
SECTION IV - CONTACT INFORMATION							
STATE GRANTING AGENCY				GRANTEE			
NAME: JENNIFER LAVOIE				NAME: CHRISTIAN MEYER			
TITLE: CONTRACT & GRANTS ADMINISTRATOR				TITLE: EXECUTIVE DIRECTOR			
PHONE: (802) 828-1948				PHONE: (802) 388-3141			
EMAIL: JENNIFER.LAVOIE@VERMONT.GOV				EMAIL: meyer@cvregion.com			

1. **Parties:** This is a Grant Agreement between the State of Vermont's **Agency of Commerce and Community Development** ("Agency"), **Department of Housing and Community Development** ("DHCD," and collectively with ACCD referred to herein as "State"), and the **Central Vermont Regional Planning Commission** with principal place of business at **29 Main Street, Suite 4, Montpelier, Vermont 05602** ("RPC" and collectively with State referred to herein as "Parties"). It is the RPC's responsibility to contact the Vermont Department of Taxes to determine if, by law, the RPC is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** Funding provided through this Grant Agreement supports **municipal and regional planning and related activities as described in Attachment A, Specifications of Work to be Performed, Appendix I, RPC Work Plan and Reporting Form**. The Funds dedicated to RPC activities consist of those funds identified in 24 V.S.A. § 4306 and Act 27 (H.493 2025 Session) (Appropriations), Sections D.100(a)(3)(A) appropriated to the Agency for such purposes and distributed to the RPC pursuant to DHCD's "Rules for the Allocation and Distribution of Regional Planning Funds" adopted May 1992 and last amended April 2020 (hereinafter "Rules").
3. **Amendment:** This Grant Agreement represents the entire agreement between the parties; no changes, modifications, or amendments in the terms and conditions of this grant agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and RPC.
4. **Cancellation:** This grant agreement may be canceled by either party by giving written notice at least 30 days in advance.
5. **Attachments:** This grant agreement consists of **32** pages including the following attachments which are incorporated herein:
 - Grant Agreement-Part 1 – Grant Award Detail
 - Grant Agreement Part 2 – Grant Agreement
 - Attachment A – Scope of Work
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Contracts and Grants (Revised October 1, 2024)
 - Appendix I – FY26 RPC/DHCD Work Plan, Budget, and Reporting Form
6. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - Grant Agreement-Part 1 – Grant Award Detail
 - Grant Agreement Part 2 – Grant Agreement
 - Attachment C
 - Attachment D
 - Attachment A
 - Attachment B

By signing this Grant Agreement, the duly authorized signatory of the RPC represents that, pursuant to, inter alia, 24 V.S.A. §§ 4341 and 4346, the RPC is an entity to which Funds may be made available, and that, pursuant to, inter alia, 24 V.S.A. § 4341, the RPC has and will comply with all relevant eligibility criteria related to Funds.

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

By the State of Vermont:

Date: _____

Signature: _____

Name: Alex Farrell

Title: Commissioner

Agency: Department of Housing and
Community Development

By the RPC:

Date: _____

Signature: _____

Name: Christian Meyer

Title: Executive Director

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

The RPC will perform its statutory responsibilities as required by 24 V.S.A. Chapter 117, Subchapter 3. This Grant Agreement, including the activities outlined in Appendix I, may constitute only a subset of the overall statutory obligations of the RPC.

1. State's Goal: The RPC will help build the foundation for orderly growth. RPCs have statutory and contractual obligations in transportation, brownfields, energy, emergency management, economic development, natural resources, and local and regional land use planning.

2. Grant Oversight: Upon receipt of each Report submission, the State, in order to fully assess the effectiveness of this Grant Agreement, may require additional information from the RPC, including anticipated and actual expenses that will include a summary of the RPC's operating budget that identifies all sources of funding by source (federal, state (by agency), municipal, other) and type (grants, contracts, dues, other).

2A. Funds are provided to the RPC to support the provision of services and completion of products specifically described in this Grant Agreement's Appendix I and must be used in a manner that conforms to all relevant State standards. The services performed under this Grant shall be monitored by State assigned staff. Reporting requirements will include performance expectations and deliverables, as stated in Appendix I. Any changes to time, scope, and/or resources shall be discussed in advance and the impacts to the work to be performed will be determined and reduced to writing by the State and the RPC in the form of a Grant Agreement amendment. If any Deliverables are not provided to the Agency by the RPC in a timely manner, the Agency may withhold progress payments or institute the process established in Section 4, below.

2B. DHCD will review and comment on all regional plan updates. If any regional plan is adopted after DHCD has found and communicated to the RPC that it does not comply with the intent of statute, DHCD will file the findings with the documentation for the Grant Agreement in addition to sending them to the Regional Commission Chair. The RPC may request a peer review of the non-compliance identified by DHCD. The peers may issue findings and submit them to DHCD to be filed along with DHCD's findings.

3. RPC Deliverables:

3A. The RPC will deliver the prior contract year-end VAPDA Annual Report to the State no later than July 31, 2025. The report will conform to any required format distributed by the Agency and will address services provided and activities completed pursuant to prior year Scope of Work.

3B. The RPC will deliver a final audit report and financial statements, including any attachments, letters or responses regarding any findings, to the Agency no later than six months after the end of the RPC's fiscal year. If applicable, the RPC must provide documentation to DHCD to demonstrate that any findings have been or

will be addressed.

- 3C.** The RPC will complete a mid-term report for the period of July 1, 2025, to December 31, 2025, due January 15, 2026, and a final report for the period of January 1, 2026, to June 30, 2026, due July 31, 2026. These reports will summarize progress and completion of projects outlined in the workplan, and any significant changes made, as approved by the State, in the RPC Appendix I.

4. Copyright: Upon full payment by the State, all products of the RPC's work funded by the State, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the joint property of the State of Vermont and the RPC. The RPC will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. The RPC shall not use any copyright protected material in the performance of the work under this agreement that would require the payment of any fee for present or future use of the same by the State. To the extent the RPC uses copyrighted materials in performance of work under this Grant Agreement, the RPC shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material.

(End of Attachment A)

ATTACHMENT B PAYMENT PROVISIONS

1. **Payment of Funds:** The Funds identified in 24 V.S.A. § 4306 and Act 27 (H.493 2025 Session) (Appropriations), Sections D.100(a)(3)(A), shall be payable in four equal advance payments, with five percent (5%) withheld until completion as further described in paragraphs below. To receive payment, the RPC shall submit invoices as described below, along with required insurance documentation and deliverables.

Important – All invoices submitted by the RPC must identify the total amount for the quarter (see the chart listing the amounts to be invoiced). Reimbursement of invoices not identifying these amounts will not be processed until a corrected invoice is received. All invoices must be emailed to jennifer.lavoie@vermont.gov for processing.

- a. **Payment #1**, equal to funding for the **first quarter** of this twelve-month Grant, will be paid to the RPC **on or about July 31, 2025**, provided that this agreement has been duly executed and if applicable that the RPC has demonstrated that any findings from the RPC's most recent audit have been or will be addressed.
 - b. **Payment #2**, equal to funding for the **second quarter** of this twelve-month contract, will be paid to the RPC **on or about October 1, 2025**, but in no event prior to receipt and approval by DHCD of the prior grant year-end annual report.
 - c. **Payment #3**, equal to funding for the **third quarter** of this twelve-month Grant, will be **payable upon receipt and approval by the Commissioner of DHCD of the mid-term report, and audit, showing satisfactory progress in completing the terms of this Grant**. Timing of payment will correspond to the submission date of the mid-term report: submission of a report by January 15, 2026, will result in payment on or about January 31, 2026; submission of a report by January 31, 2026, will result in payment on or about February 15, 2026.
 - d. **Payment #4**, equal to funding for the **fourth quarter** of this twelve-month Grant, will be paid to the RPC **on or about April 1, 2026**.
2. **Final Payment:** Final payment, equal to five percent (5%) of the Regional Planning Fund Allocation, will be held pending the RPC's completion of the work required under this Grant Agreement. The State will evaluate performance based on the RPC's completion of required work, reporting, and quality of data supplied. Upon a determination by the Commissioner that the RPC has adequately completed the required work, provision of data, and reporting, and no area of performance is rated as "Needs Improvement" in the Targets of, the State will release the final payment upon receipt from the RPC of an acceptable invoice for the total final payment amount.
However, if the RPC has tasks in "Needs Improvement," it may be subject to the 5% being held permanently or until the task is completed. The DHCD Commissioner may meet with the RPC to discuss the areas in need of improvement and consider plans or approaches the RPC may employ to improve performance. The DHCD Commissioner will review any extenuating circumstances on a case-by-case basis.

Timing of final payment will correspond to the submission date of the final report:

Submission of a report by **July 15, 2025**, will result in payment on or about **July 31, 2025**;
 submission of a report by **July 31, 2025**, will result in payment on or about **August 15, 2025**.

3. Budget:

Regional Planning Commission	Regional Planning Fund Allocation	Quarterly Invoice Amount	Final Payment Invoice Amount	Total Grant Agreement Amount
Addison County RPC	\$615,044.00	\$146,072.95	\$30,752.20	\$615,044.00
Bennington County RPC	\$591,094.00	\$140,384.83	\$29,554.70	\$591,094.00
Chittenden County RPC	\$998,857.00	\$237,228.54	\$49,942.85	\$998,857.00
Central Vermont RPC	\$709,332.00	\$168,466.35	\$35,466.60	\$709,332.00
Lamoille County PC	\$574,361.00	\$136,410.74	\$28,718.05	\$574,361.00
Northwest RPC	\$680,429.00	\$161,601.89	\$34,021.45	\$680,429.00
Northeastern Vermont Development Assoc.	\$891,345.00	\$211,694.44	\$44,567.25	\$891,345.00
Rutland RPC	\$716,884.00	\$170,259.95	\$35,844.20	\$716,884.00
MARC	\$521,055.00	\$123,750.56	\$26,052.75	\$521,055.00
Two Rivers-Ottawaquechee RC	\$735,217.00	\$174,614.04	\$36,760.85	\$735,217.00
Windham RC	\$706,929.00	\$167,895.64	\$35,346.45	\$706,929.00
	\$7,740,547.00	\$1,838,379.91	\$387,027.35	\$7,740,547.00

4. **Unused Funds:** Any funds not expended within the fiscal year will be allowed to carry forward those funds for one additional fiscal year, via the new fiscal year grant agreement.

The RPC and the Department shall work together to establish and implement a plan to release those funds in accordance with the Grant Agreement. If at the end of the Holding Period funds remain in retainage, those funds shall revert to the portion of the Municipal and Regional Planning Fund that supports regional planning commissions for reallocation to all regional planning commissions based upon the funding formula then in effect.

5. **Accounting:** The grantee shall maintain financial records in accordance with generally accepted accounting procedures (GAAP) and make available to the State upon request. Upon request of the State, Grantee will provide further information to the State at any time during this Grant, if the State determines that such information is necessary to better assess the effectiveness of this Grant.

- a. Grantee shall adequately demonstrate that one source of Federal funding was used per allowable expenditure, in accordance with the terms and conditions herein.
 - b. Grantee shall not create a duplication of benefit by using multiple Federal awards to cover the same expenditure.
6. **Breach/Recapture of Grant Funds/Termination of Agreement:** If Grantee does not fulfill in a timely and proper manner its obligations under, or does violate any of the terms or conditions of this Agreement, then State shall notify Grantee of the breach, may establish a period not to exceed thirty (30) calendar days to correct such breach, and may cease payment of any portion of Grant Funds, or other funds due Grantee under any other agreement with State (including any department or division thereof), until the breach is cured. If Grantee does not cure the breach at the completion of the correction period, then State: (1) may require Grantee to immediately reimburse to State any portions of Funds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in, the terms and conditions of this Agreement; or, in the alternative, may forever retain any portion of Grant Funds, or other funds due Grantee under any other agreement with State (including any department or division thereof), equal to the amount of reimbursement that would have otherwise been required by operation of the preceding clause; and/or (2) may immediately terminate this Agreement by giving written notice to Grantee, specifying the effective date thereof.
7. **Loss of Good Standing with Department of Taxes/Suspension of Agreement:** The State may withhold payment from the Subrecipient/Grantee if the Subrecipient/Grantee is not in good standing with taxes due the State and may condition payment upon receipt of a new signed certification under the pains and penalties of perjury that as of the date the new certification is signed, the Subrecipient/Grantee 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. If the Subrecipient/Grantee fails to make the updated certification of good standing before the expiration date of the Grant Agreement, the Subrecipient/Grantee shall forfeit the amount requested and the State shall retain the same.
8. **Custodian of Executed Agreement:** The State shall maintain the fully executed original of this Agreement.

(End of Attachment B)

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**REVISED OCTOBER 1, 2024**

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

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. 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 Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

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

7. Defense and Indemnity:

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- 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 State 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 State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, 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. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of 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.

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

15. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

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

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

18. 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.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. 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.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

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: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Confidentiality and Protection of State Information”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

21. 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.

22. 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>.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State 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.*

25. Force Majeure: Neither the State 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.

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

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State 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 State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State 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 State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, 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.

29. 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.

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

31. 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 State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the 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 \$1,000,000 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 State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. 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 State 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.

(End of Standard Provisions)

APPENDIX I
FY26 CVRPC/DHCD Work Plan & Reporting Form

The Municipal and Regional Planning Fund for the purpose of assisting municipal and regional planning commissions to carry out the intent of this chapter shall be disbursed to the Secretary of Commerce and Community Development for performance grants with regional planning commissions to provide regional planning services pursuant to section 4341a of this title; and allocations for performance grant funding to regional planning commissions shall be determined according to a formula to be adopted by rule under 3 V.S.A. chapter 25 by the Department for the assistance of the regional planning commissions. Disbursement of funding to regional planning commissions shall be predicated upon meeting performance goals and targets pursuant to the terms of the performance contract.

Task Deadlines:

09/30/25	Individual report of last fiscal year’s regional plan implementation actions in Annual Report
01/15/26	Early Mid-term Report (optional)
01/31/26	Mid-term Report
06/30/26	Task 3A Training
07/31/26	Final Report Submission

Mid-Term Report: ☐ Yes ☐ No

- Reporting form must be accompanied by a budget report (using DHCD template) and an invoice.
- Submission of a report by **January 15, 2026**, will result in payment on or about **January 31, 2026**.
- Submission of a report by **January 31, 2026**, will result in payment on or about **February 15, 2026**.

Final Audit Report:

- The RPC will deliver a final audit report and financial statements, including any attachments, letters, or responses regarding any findings, to the Agency no later than **six months after the end of the RPC’s fiscal year**. If applicable, the RPC must provide documentation to the Agency to demonstrate that any findings have been or will be addressed.

Final Report: ☐ Yes ☐ No

- Reporting form must be accompanied by a budget report (using DHCD template) and an invoice.
- Submission of a report by **July 31, 2026**, will result in payment on or about **August 15, 2026**

Task Deadlines:

- If the RPC has tasks in “Needs Improvement,” it may be subject to the 5% retainage being held in accordance with the State Rules for the Allocation and Distribution of Regional Planning Funds. The DHCD Commissioner may meet with the RPC to discuss the areas in need of improvement and consider plans or approaches the RPC may employ to improve performance. The DHCD Commissioner will review any extenuating circumstances on a case-by-case basis.

1. REGIONAL PLANNING

1.A. REGIONAL PLAN MAINTENANCE: Maintain a current regional plan that meets statutory requirements and directs implementation.

Needs Improvement: Regional plan has expired.

Regional Plan is in effect (a properly adopted plan approved by the delegates representing its member municipalities pursuant to the requirements of 24 V.S.A. § 4348(f)02).	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	
If plan was adopted, re-adopted, or amended this fiscal year, the regional plan includes an implementation program that defines tasks, assigns responsibility, identifies the means (where applicable), and indicates priority.	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	
	<input type="checkbox"/>	N/A	
If plan amendments are initiated this fiscal year, the scope includes an update to the future land use element (per Act 181) and the housing element, including production targets per 4348a.	<input type="checkbox"/>	Yes	If yes or no, please explain:
	<input type="checkbox"/>	No	
	<input type="checkbox"/>	N/A	
If plan was adopted, re-adopted, or amended this fiscal year, the RPC provided the Department of Housing and Community Development with a copy of the plan at least 30 days prior to the plan hearing as required by 24 V.S.A. §4348(c)	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	
	<input type="checkbox"/>	N/A	

REGIONAL PLAN REPORTING TABLE

Date of Most Recent Adoption/Re-adoption	
Date of Most Recent Plan Amendment. NOTE: Unless done in tandem with an adoption or readoption, an amendment does not reset the clock.	
Date of Regional Plan Expiration	

1.B. ACT 250 REVIEW: Review Act 250 major applications (or potential applications) in relation to the regional ***Needs Improvement:** Less than 80% of major applications reviewed and commented upon by region, summary reporting table not completed.*

# of major applications in region.	# of apps.	
# of major applications reviewed and commented upon by RPC on-time to assist the District Commission.	# of apps.	
# of applications considered in conformance with the regional plan.	# of apps.	
% of Act 250 major applications that received review and comment.	% of apps.	If zero major applications, put 100%

ACT 250 REPORTING TABLE

Application Title	Criteria Addressed	Decision Issued? Yes/ No/ Pending	Summarized Comments (if any)	Comments Addressed? Yes/No	Explain (Optional)

1.C. SECTION 248 REVIEW: Review Section 248 major applications (or potential applications) in relation to the regional plan.
***Needs Improvement:** Less than 80% of major applications reviewed and commented upon by region, summary reporting table not completed.*

# of applications with hearing in region.	# of apps.	
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# of applications with hearing reviewed on-time to assist the Public Utilities Commission.	# of apps.	
# of applications considered consistent with the regional plan.	# of apps.	
# of preferred site letters issued.	# of letters	
% of Section 248 major applications that received review and comment.	% of apps.	If zero applications with hearings, put 100%

SECTION 248/248a REPORTING TABLE

Application Title	Criteria Addressed	Decision Issued? Yes/ No/ Pending	Summarized Comments (if any)	Comments Addressed? Yes/No	Explain (Optional)

2. MUNICIPAL PLANNING AND TECHNICAL ASSISTANCE

2.A. FORMAL MUNICIPAL PLAN REVIEW (PLAN APPROVAL & CONFIRMATION OF PLANNING PROCESS): Review municipal plans as requested by municipalities.

Needs Improvement: Less than 80% of municipal plan reviews were completed within the statutory timeframe established in 24 V.S.A. §4350 (b) this fiscal year.

# of municipal plan adoption or amendment approval requests received		# of plans	
# of municipal plan approval requests reviewed and acted upon by the RPC		# of plans	
# of municipal plans incorporating the recommendations from the RPC consultation 12-24 months prior to plan expiration, or other reviews.		# of plans	
% of municipal plan reviewed for regional approval within two months of request.		% of plans	If zero requests, put 100%
% of municipalities incorporating the recommendations from the RPC consultation in plans adopted or amended this fiscal year		% of plans	If zero requests, put 100%

MUNICIPAL PLAN REPORTING TABLE

Municipality	Date Received	Date Acted Upon by RPC	RPC Recs. Incorporated? Yes/No/Partially	Plan Approved? Yes/No	Notes

2.B. MUNICIPAL PLAN CONSULTATIONS: Conduct statutory consultations (prior to formal plan review) with municipalities with plans expiring within 12-24 months and at least twice within eight years and document results (24 V.S.A. §4350). Contact municipalities with plans expiring next fiscal year and offer to assist with updating the plans to meet statutory requirements.

Needs Improvement: Less than 80% of the Appendix II scheduled consultations were completed.

# of consultations scheduled for this fiscal year in table below.		# of plans	
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# of consultations scheduled for this fiscal year completed.		# of plans	
% of statutory consultations completed on time.		% of plans	If zero requests, put 100%

MUNICIPAL PLAN CONSULTATION REPORTING TABLE

Municipality (List all municipalities in the region)	Adopted Plan (Y/N)	Plan Expiration Date (even if expired) (mm/dd/yyyy)	First/Prelim. Consultation Date (mm/yyyy)	Consultation this FY? (Y/N)	Final Consultation Date (mm/yyyy)	Notes and Recommendations (for midterm and final reports)
Barre City	Y	9/15/2028	3/24/2022	Y	TBD	
Barre Town	Y	6/23/2028	2/16/2022	Y	TBD	
Berlin	Y	8/14/2026	6/14/2023		3/26/2025	
Cabot	Y	3/4/2033	8/9/2020		3/18/2024	
Calais	Y	4/28/2033	5/7/2019		4/4/2023	
Duxbury	Y	10/13/2028	11/8/2022	Y	TBD	
East Montpelier	Y	6/4/2026	5/20/2021		1/16/2025	
Fayston	Y	9/22/2028	3/14/2022	Y	TBD	
Marshfield	Y	8/21/2026	3/5/2020		4/10/2024	
Middlesex	Y	3/1/2030	10/22/2020			
Montpelier	Y	7/9/2033	6/8/2020		5/28/2024	
Moretown	Exp	1/4/2024	2/19/2019		4/18/2023	
Northfield	Y	8/11/2028	6/1/2022	Y	TBD	
Orange	Y	8/13/2026	3/10/2021		1/8/2025	
Plainfield	Y	4/12/2029	12/17/2022			
Roxbury	Y	12/6/2029	4/14/2022			
Waitsfield	Y	10/9/2031	3/19/2024	Y		
Warren	Y	4/23/2027	12/12/2022	Y		
Washington	Y	11/19/2032	12/17/2020		5/20/2024	
Waterbury	Y	12/3/2026	6/28/2021		10/15/2024	
Williamstown	Exp	4/11/2024	2/13/2019			
Woodbury	Y	12/10/2029	10/17/2022			
Worcester	Y	3/21/2030	2/6/2023	Y		

NOTE: UPDATED EXPIRATION DATE 3-04-2033

NOTE: UPDATED EXPIRATION DATE 4-28-2033

NOTE: UPDATED EXPIRATION DATE 3-1-2030

NOTE: UPDATED EXPIRATION DATE 7-09-2033

NOTE: UPDATED EXPIRATION DATE, LOCAL ADOPTION NOV 2025

2.C. TECHNICAL PLANNING ASSISTANCE: Provide technical assistance to municipalities in the preparation and maintenance of plans, capital plans, regulations, mapping, applications for designation under Chapter 76A of Title 24, grant-writing assistance, and other implementation activities under Chapter 117. (For each task, indicate the level of assistance provided.)

Needs Improvement: Less than 50% of municipalities receive assistance.

# of municipalities that received technical assistance.	# of towns	
% of municipalities that received technical assistance	% of towns	
The type of technical assistance provided to region’s municipalities is documented for inclusion in next year’s September 30, 2024 individual RPC annual report, documenting FY24 activities (see annual reporting on sheet 3).	<input type="checkbox"/> Yes	If no, please explain:
	<input type="checkbox"/> No	

3. REGIONAL TRAINING AND EDUCATION FOR MUNICIPALITIES

3.A. TRAINING FOR MUNICIPALITIES: Produce, organize, and deliver at least two trainings on the Essentials of Land Use Planning and a topic of the RPC's choice.

Needs Improvement: Region completes less than one training on each of the two topics.

VAPDA and RPCs coordinate with DHCD to update the Essentials of Land Use Planning training and slide deck.	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	
RPCs record the trainings and make the resources publicly available on the RPC website.	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	

# of trainings held		# of trainings
# of participants at each training (average)		# of participants
# of municipalities represented of region's total		# of ## total munis.
% of municipalities engaged in training		% of plans

MUNICIPAL PLAN REPORTING TABLE

Training Topic	Date of Training (mm/dd/yyyy)	Notes/Observations

4. SUPPORT FOR STATEWIDE INITIATIVES

4.A. GIS — REGIONAL PLAN FUTURE LAND USE MAP MAINTENANCE: Submit and maintain current GIS files of all regional plan future land use plan maps for access through the Vermont Open Geodata Portal upon update by an RPC.

Needs Improvement: Region does not provide adequate maps/data on time.

COMPLETE this table before submitting the final report.

# point and/or shaperefiles of effective regional plan future land use maps have been uploaded to Vermont Center for Geographic Information (VCGI) portal that meet VCGI standards.	<input type="checkbox"/>	Yes	If no or n/a, please explain:
	<input type="checkbox"/>	No	
Point and/or shapefiles were uploaded within 60 days of adoption.	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	
	<input type="checkbox"/>	N/A	

4.B. GIS — MUNICIPAL ZONING MAP MAINTENANCE: Submit and maintain adopted municipal zoning district GIS files produced or received by the RPC for access through the Vermont Open Geodata Portal using the standards established by the Vermont Enterprise GIS Consortium for the Vermont Zoning Atlas.

Needs Improvement: Region does not upload maps/data produced or received by the region on behalf of the municipality.

COMPLETE this table before submitting the final report.

Shapefiles of effective zoning maps uploaded to Vermont Center for Geographic Information (VCGI) portal by RPC upon adoption if produced or received by the RPC.	<input type="checkbox"/>	Yes	If no or n/a, please explain:
	<input type="checkbox"/>	No	
	<input type="checkbox"/>	N/A	
Shapefiles uploaded meet VCGI standards.	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	
	<input type="checkbox"/>	N/A	

ZONING UPLOADS REPORTING TABLE

Municipality	Description

4.C. STATE PLANNING DATA CENTER: Cooperate with and support the Department of Housing & Community Development to maintain the State Planning Data Center (municipal plans & bylaws, new designations, new regional plans).

Needs Improvement: RPC does not provide updated content/information to support data center maintenance.

RPC staff has provided DHCD with updated content/information to support the State Planning Data Center.	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> <div><input type="checkbox"/> N/A</div>	If no, please explain. Select n/a if no updates were made in FY.
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4.D. GENERAL STATEWIDE PLANNING PROJECTS SUPPORT & COOPERATION: Cooperate with and support the Department of Housing & Community Development, Natural Resources Board/Land Use Review Board, and other organizations’ work on statewide significant planning initiatives, conferences, and studies.

Needs Improvement: VAPDA participates and offers support to fewer than three of the projects.

RPC staff attend statewide significant conferences and participate (as invited by VAPDA) in studies.	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	List conferences and studies supported. If no, please explain:
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4.E. REGIONAL PLANNER MEET-UP: VAPDA hosts a bi-annual half-day meetup of the land use planning staff in partnership with DHCD.

Needs Improvement: Less than 1 meetup is held.

VAPDA assigned a host for biannual annual meetups (in coordination with DHCD). Host assists DHCD in preparing meet-up agenda and program.	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> <div><input type="checkbox"/> N/A</div>	Choose n/a if not selected as host. If no, please explain (not preparing meetup agenda/program):
RPC staff attended meetup to share information on need-to-know projects, programs, lawmaking, success stories; conduct skill-building on best practices; and undertake collective problem-solving.	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>	If no, please explain:

REGIONAL PLANNER MEET-UP REPORTING TABLE

Tentative Timing	Host RPC? (yes/no)	RPC Attended? (yes/no)
Fall		
Spring		

4.F. Vermont Evaluation of Rural Technical Assistance (VERTA) Support: Assist DHCD in supporting the VERTA studied, led by UVM, to improve Vermont's technical assistance (TA) network delivered to municipalities. RPCs may be asked to participate in stakeholder interviews and help with outreach by facilitating a connection between municipalities and UVM to make sure all municipalities are represented in the study. RPCs may also review draft recommendations/reports and attend the summit culminating the project. *(Note: This work is funded under a separate contract outside of the Annual Work Plan and is included within this Appendix as a general update only.)*

Needs Improvement: *Region has not engaged with the VERTA project through the various outreach methods (stakeholder interviews, report review, summit attendance, etc.).*

RPCs have facilitated outreach by connecting municipalities and TA providers with the VERTA project and UVM, when asked (promotion of survey in newsletters, facilitating connection between municipal officials and UVM, etc.)	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	
RPC hosts at least one regional meeting to advance the VERTA project and Vermont's TA network.	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	
RPC has participated in a stakeholder interview to provide their perspective regarding rural TA in Vermont.	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	
	<input type="checkbox"/>	N/A	
RPC has reviewed and provided comment on draft materials.	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	
	<input type="checkbox"/>	N/A	
RPC has attended the VERTA summit.	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	

4.G. Climate Resilience Framework Implementation Support: Participate in the project as a member of the Technical Advisory Group to support the development of the Municipal Climate Planning Framework and piloting the process with selected municipalities. RPC holds internal meetings to ensure a coordinated, holistic response on behalf of the RPC when providing input and responding to draft project materials. *(Note: This work is funded under a separate contract outside of the Annual Work Plan and is included within this Appendix as a general update only.)*

Needs Improvement: *RPC participates in all Technical Advisory Group meetings throughout the project and holds quarterly internal coordination meetings to review the project.*

RPC participates in all Technical Advisory Group meetings.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain.
RPC holds a quarterly internal coordination meeting of staff with varying expertise (planning, housing, water resources, etc.) and professional experience to co-develop recommendations and review draft materials.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain.

4.H. Updates to Local Planning Official Reference Materials: Regional Planning Commissions will **update X & Y** training/reference materials for local planning officials that were previously available through VPIC.

Needs Improvement: VAPDA/RPCs have not updated 2 legacy-VPIC resources in FY.

VAPDA Committee has identified 2 resources to be updated and has delegated RPCs to assist.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please list the resource(s).
Has the RPC been tasked with updating any planning modules in coordination with VAPDA this FY?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please list the resource(s).
VAPDA has coordinated with DHCD to determine where the documents should be posted for public availability.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain.

4.I. Housing Data Council: Include representative from at least two different RPCs on the Statewide Housing Data Council to assist DHCD, Tax Dept, VCGI, E911 and VHFA in creating uniform housing development data set and agreed upon measurement of progress to regional and municipal housing development targets. This follows the data standard/methodology developed in FY25 Task 4.G. Housing Production Data Collection Methodology Report. RPCs will attend Statewide Housing Data Council meetings every other month, support interaction with municipalities as needed, and review annual reports to ensure alignment.

***Needs Improvement:** At least 2 RPCs are not represented on the Statewide Housing Data Council, and do not attend meetings or provide additional support to the Council.*

VAPDA and RPCs coordinate to determine RPC representatives to serve on the Statewide Housing Data Council and assigns responsibility to at least 2 RPCs.	<input type="checkbox"/>	Yes	If no, please explain.
	<input type="checkbox"/>	No	
Participating RPCs attend the Statewide Housing Data Council Meetings every other month and provide additional support to the Housing Data Council, as needed.	<input type="checkbox"/>	Yes	If no, please explain. Select n/a if RPC has not been selected to serve on the Statewide Housing Data Council.
	<input type="checkbox"/>	No	
	<input type="checkbox"/>	N/A	

5. CORE FUNCTIONS & IMPLEMENTATION ASSISTANCE

5.A. VAPDA ANNUAL REPORT: Work on statutory duties as determined by regional priorities. Report results in individual contract reporting and individual annual reports (use common reporting elements for consistency, e.g.: regional planning implementation projects/activities, municipal technical assistance, community and economic development, state designations, brownfields, disaster and resilience, housing, public health, emergency preparedness, transportation, water quality, energy, intermunicipal regional services, etc.).

***Needs Improvement:** Individual report of FY25 (the prior State fiscal year’s) Regional Plan implementation actions not completed by 9/30/2025.*

Type of municipal assistance provided and number of municipalities served (map included in report).	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	
Type and number of major regional planning and implementation efforts (list or description in report, including equity and environmental justice activities previously reported as a separate work plan item).	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	
Other measures as included in annual report.	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	
Individual report of FY24 Regional Plan implementation actions included in the annual report and developed on time.	<input type="checkbox"/>	Yes	If no, please explain:
	<input type="checkbox"/>	No	

FY2026 Budget - Time/Task/Cost Summary Central Vermont Regional Planning Commission																		
A. PERSONNEL (Hours by Task)		CM	NC	BV	RM	LF	SL	PS	KC	NS	ET	LB	V	V				
TASK #	TASK DESCRIPTION	EXEC DIR	OFFICE MGR	PROG MGR	SR PLANNER	PLANNER 1	PLANNER 2	PLANNER 3	PLANNER 4	PLANNER 5	PLANNER 6	PLANNER 7	PLANNER 8	ASST PLANNER	PLANNING TECH 1	PLANNING TECH 2	CNSTL I	TOTAL HRS
1	Regional Planning	75	50	300		100	175	200	100	400	250	350	250	440	50	50	86	2876
2	Municipal Planning and Technical Assistance	175		282	25	400	200	150	222	705	225	400	450	1200	50	50		4534
3	Regional Training and Education for Municipalities	25	11				25			30	50	50	35					226
4	Support for Statewide Initiatives	25																25
5	Core Functions and Implementation Assistance	175	50	50		175	200			36	325	125	225					1361
TOTAL (HRS)		475	111	632	25	675	600	350	322	1171	850	925	960	1640	100	100	86	9022

B. OTHER DIRECT COSTS												
TASK #	TASK DESCRIPTION	CONTRACT	TRAVEL	SUPPLIES	DATA/REF	POSTAGE	PHONE	CPY/PRNT	MEETING	EQUIP	MATCH	TOTAL
1	Regional Planning				\$ 15,216.49							\$ 15,216.49
2	Municipal Planning and Technical Assistance											\$ -
3	Regional Training and Education for Municipalities											\$ -
4	Support for Statewide Initiatives											\$ -
5	Core Functions and Implementation Assistance		\$ 6,700.00						\$ 9,550.00		\$ 50,000.00	\$ 66,250.00
TOTALS		\$ -	\$ 6,700.00	\$ -	\$ 15,216.49	\$ -	\$ -	\$ -	\$ 9,550.00	\$ -	\$ 50,000.00	\$ 81,466.49

Contract :
Supplies:
Data / Ref: Procurement of data
Copies / Printing:
Meetings: Advertising, Meetings, staff trainings
Travel: Travel/lodging for Trainings
Match Match to other grants, including TPI, USDOT, Brownfields

C. COST PROPOSAL SUMMARY																					
TASK #	TASK DESCRIPTION	EXEC DIR	OFFICE MGR	PROG MGR	SR PLANNER	PLANNER 1	PLANNER 2	PLANNER 3	PLANNER 4	PLANNER 5	PLANNER 6	PLANNER 7	PLANNER 8	ASST PLANNER	PLANNING TECH 1	PLANNING TECH 2	TOT STAFF	INDIRECT	CNSTL I	DIRECT	TOTAL
Estimated Rate		\$ 71.85	\$ 43.60	\$ 54.41	\$ 46.97	\$ 42.38	\$ 40.60	\$ 39.83	\$ 50.60	\$ 43.68	\$ 45.74	\$ 35.15	\$ 43.68	\$ 31.83	\$ 19.38	\$ 19.38		62%	\$ 175.00		
1	Regional Planning	\$ 5,388.96	\$ 2,180.24	\$ 16,322.76	\$ -	\$ 4,237.58	\$ 7,104.78	\$ 7,966.24	\$ 5,059.85	\$ 17,473.05	\$ 11,434.73	\$ 12,302.14	\$ 10,920.65	\$ 14,004.77	\$ 968.85	\$ 968.85	\$ 116,333.45	\$ 72,126.74	\$ 15,050.00	\$ 15,216.49	\$ 218,726.68
2	Municipal Planning and Technical Assistance	\$ 12,574.24	\$ -	\$ 15,343.39	\$ 1,174.25	\$ 16,950.33	\$ 8,119.75	\$ 5,974.68	\$ 11,232.86	\$ 30,796.25	\$ 10,291.26	\$ 14,059.59	\$ 19,657.18	\$ 38,194.84	\$ 968.85	\$ 968.85	\$ 186,306.31	\$ 115,509.91	\$ -	\$ -	\$ 301,816.22
3	Regional Training and Education for Municipalities	\$ 1,796.32	\$ 479.65	\$ -	\$ -	\$ -	\$ 1,014.97	\$ -	\$ -	\$ 1,310.48	\$ 2,286.95	\$ 1,757.45	\$ 1,528.89	\$ -	\$ -	\$ -	\$ 10,174.71	\$ 6,308.32	\$ -	\$ -	\$ 16,483.02
4	Support for Statewide Initiatives	\$ 1,796.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,796.32	\$ 1,113.72	\$ -	\$ -	\$ 2,910.04
5	Core Functions and Implementation Assistance	\$ 12,574.24	\$ 2,180.24	\$ 2,720.46	\$ -	\$ 7,415.77	\$ 8,119.75	\$ -	\$ -	\$ 1,572.57	\$ 14,865.15	\$ 4,393.62	\$ 9,828.59	\$ -	\$ -	\$ -	\$ 63,670.39	\$ 39,475.64	\$ -	\$ 66,250.00	\$ 169,396.03
TOTALS		\$ 34,130.08	\$ 4,840.12	\$ 34,386.61	\$ 1,174.25	\$ 28,603.68	\$ 24,359.24	\$ 13,940.92	\$ 16,292.70	\$ 51,152.34	\$ 38,878.10	\$ 32,512.80	\$ 41,935.31	\$ 52,199.61	\$ 1,937.70	\$ 1,937.70	\$ 378,281.18	\$ 234,534.33	\$ 15,050.00	\$ 81,466.49	\$ 709,332.00

Consultant 1: Regional plan publicity and web design
Consultant 2:

FY2026 Budget Detail by Task Category
Central Vermont Regional Planning Commission

Task #	Description	Agreement Amount	
Task 1	Regional Planning	\$	218,726.68
Task 2	Municipal Planning and Technical Assistance	\$	301,816.22
Task 3	Regional Training and Education for Municipalities	\$	16,483.02
Task 4	Support for Statewide Initiatives	\$	2,910.04
Task 5	Core Functions and Implementation Assistance (not including 6.)	\$	169,396.03
Total:		\$	709,332.00

FY2026 Budget Detail by Expense Category

Central Vermont Regional Planning Commission

	Hours	Rate	Cost
1. Regional Planning Commission Staff:			
EXEC DIR	475	\$ 71.85	\$ 34,130.08
OFFICE MGR	111	\$ 43.60	\$ 4,840.12
PROG MGR	632	\$ 54.41	\$ 34,386.61
SR PLANNER	25	\$ 46.97	\$ 1,174.25
PLANNER 1	675	\$ 42.38	\$ 28,603.68
PLANNER 2	600	\$ 40.60	\$ 24,359.24
PLANNER 3	350	\$ 39.83	\$ 13,940.92
PLANNER 4	322	\$ 50.60	\$ 16,292.70
PLANNER 5	1171	\$ 43.68	\$ 51,152.34
PLANNER 6	850	\$ 45.74	\$ 38,878.10
PLANNER 7	925	\$ 35.15	\$ 32,512.80
PLANNER 8	960	\$ 43.68	\$ 41,935.31
ASST PLANNER	1640	\$ 31.83	\$ 52,199.61
PLANNING TECH 1	100	\$ 19.38	\$ 1,937.70
PLANNING TECH 2	100	\$ 19.38	\$ 1,937.70
Total Staff		\$	378,281.18
2. Indirect Costs:			
		62% \$	234,534.33
3. Direct Costs:			
Contract		\$	-
Travel		\$	6,700.00
Supplies		\$	-
Data/Ref		\$	15,216.49
Postage		\$	-
Phone		\$	-
Copy/Printing		\$	-
Meeting		\$	9,550.00
Equipment		\$	-
Match		\$	50,000.00
Total Direct		\$	81,466.49

4. Consultants:

Consultant I	\$	15,050.00
Total Consultants	\$	15,050.00
CONTRACT TOTAL:	\$	709,332.00



Vermont Department of Environmental Conservation

Agency of Natural Resources

STANDARD GRANT AMENDMENT

1. Parties: This is an amendment for agreement # 06140-2024-CWSP-WID-08 between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Central Vermont Regional Planning Commission, (hereinafter called "Grantee"). This is the second change.
2. Reason for Amendment: The Vermont Legislature has appropriated funding for Fiscal Year 2026 and the funding structure has changed. The agreement is being extended for an additional year.
3. Change: The grant end date, wherever such reference appears in the agreement, shall be changed from June 30, 2026 to June 30, 2027.
4. Change: On page 1, section 3, the maximum grant amount from "\$2,177,629" to "\$3,181,930"
5. Replace: On page 3, "Attachment A: Scope of Work" with the "Attachment A: Scope of Work" below.
6. Replace: On page 8, "Attachment B: Payment Provisions" with the "Attachment B: Payment Provisions" below.
7. Replace: On page 11, "Form 430," with the "Form 430" below.
8. Remove: On page 12, the "Form 430A Request for Advance of Funds".
9. Replace: Attachment C: Standard State Provisions for Contracts and Grants (Revised December 7, 2023) with Attachment C: Standard State Provisions for Contracts and Grants (Revised October 1, 2024) below.
10. Replace: On page 21, "Attachment E: Equipment Ownership Request / Approval Form" with the "Attachment E: Asset Ownership, Use, and Disposition Form"
11. Add: "Attachment F: Formula Grant Financial Form"
12. Amendment: All other terms and conditions of the grant remain in full force and effect. No other changes, modifications, or amendments in the terms and conditions of this grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.

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

STATE OF VERMONT

GRANTEE

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment A

Scope of Work to be Performed

Part or All of the Scope May be Sub-Awarded

A. Purpose:

The purpose of the Water Quality Restoration Formula Grant agreement, established under 10 V.S.A. § 925, is to fulfil the Grantee's responsibilities under 10 V.S.A. § 924 as the assigned Clean Water Service Provider (CWSP) for the Winooski river basin (also known as Basin 8).

Responsibilities include overseeing identification, prioritization, development, design, construction, verification, and operation and maintenance of non-regulatory clean water projects within Basin 8 for the purpose of achieving pollutant reduction values established by the Secretary of the Agency of Natural Resources ("Secretary") for the basin.

B. Performance Measures:

Performance Measures will be documented and reported for all phases of the clean water project life cycle as follows:

1. Assessments and Planning for Project Identification and Prioritization
 - a. Acres assessed/covered by plan(s)
 - b. Linear miles assessed/covered by plan(s)
 - c. Number of projects identified
2. Project Development
 - a. Number of projects developed for design and/or implementation
3. Project Design
 - a. Number of preliminary (30%) designs completed
 - b. Number of final (100%) designs completed
 - c. Estimated kilograms of phosphorus reduction planned to be achieved based on design projects completed
 - d. Project costs of implementation
4. Implementation
 - a. Once project types are determined, the Grantee will use the appropriate Performance Measures as identified in the most current Clean Water Initiative Program (CWIP) Funding Policy (available here: <https://dec.vermont.gov/water-investment/cwi/grants#policy>) at time of sub-agreement execution
 - b. Estimated kilograms of phosphorus reduction achieved based on implementation projects completed
5. Verification and Maintenance
 - a. Performing maintenance visits as required
 - b. Performing verification visits as required
 - c. Addressing failed or under-performing practices as appropriate

C. Scope of Work:

The Grantee will administer a Water Quality Restoration Formula Grant program as the Clean Water Service Provider of Basin 8, for the purpose of achieving pollutant reduction

values established by the Secretary for the basin. Grantee will perform the following services in its role as Clean Water Service Provider:

1. Establish, convene, and provide technical staff support to a Basin Water Quality Council (BWQC) for each assigned basin and coordinate with the BWQC per rule and statute.
2. In coordination with the BWQC, oversee identification, prioritization, development, design, construction, verification and operation and maintenance of non-regulatory clean water projects within the CWSP's basin. The CWSP shall oversee operation and maintenance of clean water projects in accordance with best practices and permit requirements established by the Secretary and shall verify on-going functioning of projects by submitting information as determined by the Secretary.
3. In coordination with the BWQC, adopt and implement policies and procedures as needed/required to fulfill CWSP duties and responsibilities enumerated in governing statute, rule, guidance, and policy (see section D. below). If new guidance is subsequently adopted, and has a substantive impact on the Grantee's ability to complete the Scope of Work within the budget provided the Grantee may request a consideration for amendment.
4. Complete CWSP quarterly, annual, and final reports (see section F. below).
5. The Grantee shall conduct communications and outreach to publicize its procurement opportunities basin-wide, consistent with the CWSP's Outreach and Communication Policy.

D. Governing Statute, Rule, and Policy

The Grantee shall perform all duties outlined in the Scope of Work in accordance with and as directed in the following documents (listed in order of precedence should contradictions be noted):

1. Law: Clean Water Service Delivery Act (Act 76 of 2019) or 10 V.S.A. § 921-925 (available here: <https://legislature.vermont.gov/Documents/2020/Docs/ACTS/ACT076/ACT076%20As%20Enacted.pdf>)
2. Rule: Environmental Protection Rule Chapter 39: Clean Water Service Provider Rule (available here: <https://dec.vermont.gov/act250/content/clean-water-service-provider-rule-final-adopted>)
3. Duly adopted Water Quality Restoration Formula Grant Target and Fund Allocation Methodology (available here: <https://anr.vermont.gov/vermont/content/final-water-quality-restoration-formula-grant-targets-and-fund-allocation-methodology-and>)
4. Guidance: Act 76 Guidance Document as duly adopted (available here: <https://dec.vermont.gov/water-investment/statutes-rules-policies/act-76/background-law-rule-and-guidance>)
5. Policy: Current Clean Water Initiative Program Funding Policy (available here: <https://dec.vermont.gov/water-investment/cwi/grants#policy>)
6. This Grant Agreement

Commented [ET1]: This link will be updated after the new methodology is posted, before grant amendment is sent for signature.

E. Target and Fund Allocation, Assigned Pollutant Reduction Targets, and Adequate Progress

1. Target and Fund Allocation Methodology - Funding: Agreement amount is established according to the State's adopted 2025 Water Quality Restoration Formula Grant Target and Fund Allocation Methodology ("Fund Allocation Methodology"), as applied to the annual budget for Clean Water Service Providers (CWSPs) allocated by the Clean Water Board and authorized by the Legislature. The State may budget additional funds in future years, and Grantee's future funding allocation will be established using the Fund Allocation Methodology, subject to any adjustment that may be adopted. This grant agreement may be amended and/or additional grant agreements may be entered into as appropriate to reflect any future fund allocations as well as any additional pollutant type reductions or targets.
2. Target and Fund Allocation Methodology – Pollution Reduction Targets: This agreement assigns a new additional phosphorus reduction target of 23.63 kg. Grantee's cumulative target is the sum of annually assigned targets over the active CWSP term. The Table below illustrates the current agreement amount and associated pollutant reduction target and the accumulation of amounts for the current agreement and prior agreement(s).

State Fiscal Year	Agreement Amount	Assigned Phosphorus Reduction Target
2023	\$1,040,947	29.7 kg
2024	\$1,097,235	30.1 kg
2025	\$1,080,394	28.8 kg
2026	\$1,004,301	26.3 kg
Total to date:	\$4,222,880	114.9 kg

3. Adequate Progress: Grantee shall strive to achieve adequate progress toward their pollutant reduction targets as defined in rule and guidance. The State acknowledges that the precise accounting and absolute attainment of quantitative targets will be subject to many factors.
4. Tracking and Reporting: Grantee shall track and report annually progress toward achieving assigned pollutant reduction targets. Total phosphorus load reductions shall be estimated/reported at the project or best management practice-level following the State's Standard Operating Procedures (SOPs) for Phosphorus Tracking & Accounting, and associated calculator tools.

F. Program Reporting

1. Annual Report and Quarterly Reports: The Clean Water Service Provider shall provide quarterly reports to the State, due 45 days after the end of the financial quarter (i.e. November 15, for the quarter running from July 1 through September 30).

For the report due on August 15, the CWSP shall provide one report to the State that will serve as both the report on the previous quarter (April 1 – June 30), as well as the CWSPs' Annual Report for the prior fiscal year.

2. Reports shall include the following:

- a. A narrative report with a progress/status update on all projects approved by the BWQC, together updates on BWQC administration, and any other notable items – identifying what is going well, as well as any challenges that the CWSP experienced;
- b. Minutes of BWQC meetings, or links thereto;
- c. Quarterly State Financial Report Forms documenting expenditures under the Formula Grant with expenses itemized by project;
- d. Information on any project-level status updates in the form of Watershed Projects Database data entry, including identification and development work funded under this Formula Grant, projects funded or completed that quarter;
- e. Annually, copies of the host entity's audited financial statements (see Section G, below);
- f. Required project deliverables, as appropriate;
- g. Any other information requested by the State.

3. Grantee shall use Clean Water Project ANR Online Forms and the Watershed Projects Database for project level reporting. Project level data reporting is due quarterly, one month after the close of the quarter. The CWSP shall use the interim data tracking tool, until the project NForm tool is available. Following the entry of project level data into Clean Water Project ANR Online forms, these data will be approved and flow directly to the Watershed Projects Database. Prior to quarterly, annual, and final reporting, all project data in Watershed Projects Database related to this formula grant should be verified that it is accurate and up to date. Summary data reported on in quarterly and annual reports shall match project level data in Watershed Projects Database. CWSPs will be responsible for conducting project-level data quality assurance/quality control (QA/QC) review annually prior to incorporation of data in the Clean Water Reporting Framework for inclusion in the *Vermont Clean Water Initiative Annual Performance Report*.

G. Other Provisions

1. Grantee will hire a Certified Public Accountant to audit year-end financial statements and provide to the State within 9 months of Grantee's fiscal year end.
2. Grantee shall communicate to the State in writing any significant changes that affect CWSP operations, including but not limited to: changes to financial management-related staffing and financial management systems.

H. Milestones and Deliverables

Below is a table including all milestones and deliverables associated with administration of the Water Quality Restoration Formula Grant. All tasks, deliverables, and estimated due dates associated with this grant are outlined in the table below. Due Dates indicated are for reporting through the prior quarter end (9/30, 12/31, 3/31, or 6/30) and interim due dates

can be extended with written approval from the State. In addition, the Grantee must ensure that sub-grantees complete and submit to the Grantee all standard milestones and deliverables as listed by project type in the most current CWIP Funding Policy at time of sub-agreement execution.

Grantee will adhere to the below schedule until all funds are expended under this Agreement, at which point Grantee shall complete Milestone #10 Final Report on Formula Grant results and individual projects and submit associated program and financial Deliverables within 30 days of the subsequent quarter end (for example: if final expenditures occur in month of April, submit Final Report by following July 31).

Table 1: Milestones & Deliverables

	Milestone	Deliverables	Due Date
1.	Quarterly Check-in with Technical Project Manager (TPM)	<ul style="list-style-type: none"> a. Engage in Progress Meeting with TPM b. Submit Required Program Quarterly Reporting c. Submit Required State Financial Report Form d. Submission of data tracking tool (or NForm when available) and associated deliverables 	10/31/2025
2.	Quarterly Check-in with TPM	<ul style="list-style-type: none"> a. Engage in Progress Meeting with TPM b. Submit Required Program Quarterly Reporting c. Submit Required State Financial Report Form d. Submission of data tracking tool (or NForm when available) and associated deliverables 	01/31/2026
3.	Audit of Financial Statements	<ul style="list-style-type: none"> a. Submit audit within 9 months of Grantee's fiscal year end. b. Communicate to the State in writing any significant changes that affect CWSP operations. 	3/31/2026
4.	Quarterly Check-in with TPM	<ul style="list-style-type: none"> a. Engage in Progress Meeting with TPM b. Submit Required Program Quarterly Reporting c. Submit State Financial Report Form d. Submission of data tracking tool (or NForm when available) and associated deliverables 	04/30/2026
5.	Year-end Quarterly Check-in with TPM	<ul style="list-style-type: none"> a. Engage in Progress Meeting with TPM b. Submit Required Program Quarterly and Annual Reporting c. Submit Required State Financial Report Form and Annual Report d. Submission of data tracking tool (or NForm when available) and associated deliverables 	07/31/2026

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6.	Quarterly Check-in with TPM	<ul style="list-style-type: none"> a. Engage in Progress Meeting with TPM b. Submit Required Project Quarterly Reporting c. Submit Required State Financial Report Form d. Submission of data tracking tool (or NForm when available) and associated deliverables 	10/31/2026
7.	Quarterly Check-in with TPM	<ul style="list-style-type: none"> a. Engage in Progress Meeting with TPM b. Submit Required Project Quarterly Reporting c. Submit Required State Financial Report Form d. Submission of data tracking tool (or NForm when available) and associated deliverables 	01/31/2027
8.	Audit of Financial Statements	<ul style="list-style-type: none"> a. Submit audit within 9 months of Grantee's fiscal year end. b. Communicate to the State in writing any significant changes that affect CWSP operations. 	3/31/2027
9.	Quarterly Check-in with TPM	<ul style="list-style-type: none"> a. Engage in Progress Meeting with TPM b. Submit Required Project Quarterly Reporting c. Submit Required State Financial Report Form d. Submission of data tracking tool (or NForm when available) and associated deliverables 	04/30/2027
10.	Final Annual Report on Formula Grant results and individual projects	<ul style="list-style-type: none"> a. Engage in Progress Meeting with TPM b. Submit Required Project Quarterly and Annual Reporting c. Submit Required State Financial Report Form and Final Report d. Submission of data tracking tool (or NForm when available) and associated deliverables 	06/30/2027

I. Renewal

Amendment of this agreement is contingent upon continued appropriations for this initiative and on adequate progress. This agreement may be amended and/or additional grant agreements may be entered into through the current term of assignment, which is currently June 30, 2029, plus three months (as may be required for any administrative close-out activities).

Attachment B
Payment Provisions

A. Standard Payment Types and Schedule

1. **Performance:** For administrative funds, subcontracts, and operation and maintenance activities, this grant is a performance-based grant with cost-reimbursable payment terms. For project funds, this agreement is a modified cost-reimbursable grant that provides for the advancement of funds equal to 100% of an executed subaward (i.e. subgrant) and requires reconciliation with actual costs incurred. Successful completion of each measure is clearly outlined in the scope of work. If the Grantee is unable to obtain successful completion of a performance measure within the terms and conditions of the grant agreement, the Grantee may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated.
2. **Payment:** Payments made to the Grantee by the State are based on the submittal of invoices, including a date range in which activities on this grant were undertaken, utilizing the Grant and Contract Invoices Form through ANR Online at <https://anronline.vermont.gov/>. Grantees are required to keep documentation of all expenses reported to the State on the invoice. The State reserves the right to ask for expense documentation upon request.
3. **Administrative Funds:** These payment provisions modify and amend prior payment provisions that included an allowance for the advance of funds. For administrative funds, when invoicing the State, Grantee will first draw down funds from their advance until there is a zero balance on the advance, before requesting reimbursement. Grantee is encouraged to invoice the State quarterly but may submit an invoice no more frequently than monthly. Draws shall be requested using Form 430 and the Program's Formula Grant Financial Form.
4. **Project Funds:** For project funds, when invoicing the State, Grantee will first establish the value of all subawards (subgrants only), and bill the State for 100% of those subawards, minus any expenses that have already been invoiced. Grantee will apply this value against the current project advance first, before requesting funds from the State. Subcontract billing shall be reimbursement based. Going forward, Grantee will submit an invoice quarterly that bills the State for 100% of the value of all subgrants (to be known as 'an advance') executed since the last invoice. Grantee will track actual expenses of their subgrants against advanced funds and reconcile the difference at project completion. Grantee may then bill the State for actual expenses of a subaward that exceed any 'advance'. When it is known that an 'advance' exceeds actual, final expenses, Grantee shall apply said overage to their next invoice as appropriate, and reduce their next request accordingly. Grantee will submit the Formula Grant Financial Form ('FG Form') (see Attachment F) and Form 430 with each invoice.

B. Administrative Expenses

Not more than 15% of the total funding authorized under this Agreement may be allocated to the administrative expenses incurred to perform the Scope of Work. Please see the most current CWIP Funding Policy for more details on the distinction between Program Delivery ("Administrative") costs and Project Completion costs.

C. Match Limits for Additional Funding

Grantee may use previously allocated project funding as match for additional funding sources as noted in the Form 430; this agreement does not assign any additional match. Administrative funds may not be used as match.

D. Continuing Annual Formula Grants

Grantee shall liquidate the oldest appropriation (grant) first, within specified performance periods, before transitioning pay requests to subsequent issued annual formula grants.

For the final quarter under the final annual Formula Grant (if applicable) as a designated Clean Water Service Provider, Grantee shall utilize previously advanced funds (if any), reconcile final expenditures with advanced funds and return any unspent advanced funds, if any, to the State. Grantee shall submit a Form 430 for final expenditures. A final memo authorizing use of the advance funds will be issued in lieu of payment upon receipt and satisfactory review of all deliverables, as described in the scope of work, if appropriate.

E. Interest

Grantee must maintain advance payments under this Agreement in an interest-bearing account. Interest earned on advanced funds will be considered program income and will be retained by the Grantee. Interest earned will only be spent on eligible Project Completion costs as it pertains to Attachment A under this Agreement and within the performance period. Grantee will report on interest income earned and expended in reporting templates provided by the State.

F. Adequate Progress

The State will measure adequate progress by examining the performance required under the work plan and under governing statute, rule, and policy (see Attachment A) in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period. The State may withhold payment of invoices, if quarterly reports/check-ins are not completed/adequate and if performance issues are identified as part of quarterly check-ins, until the State determines performance issues are sufficiently resolved.

G. Risk-Based Assessment:

Risk Level Determination: High

Risk Level Monitoring Requirements:

Low: Subject to Invoice Review

Moderate: Subject to Invoice Review, may also be selected for Desk Review

High: Subject to Invoice Review, may also be selected for Desk and/or Site Review

H. Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, submittal of a final payment request marked as the "final invoice" utilizing the Grant and Contract Invoices Form through ANR Online at <https://anronline.vermont.gov/>, and where applicable, documentation of required match.

I. Other Provisions

1. All invoices must be received within 90 days after the end date of this agreement. Any invoices received after 90 days may not be honored
2. Grantee is conferred blanket approval from the State to execute any subgrant/subcontract associated with this Agreement and related amendments. As part of the procurement process, the grantee must verify and document that none of its subgrantees/subcontractors are listed on the federal debarment list located at <https://sam.gov/content/home> or the State debarment list maintained by the Vermont Buildings and General Services (BGS) and located at: <https://bgs.vermont.gov/purchasing-contracting/debarment>. Both the name of the entity and name of the primary point of contact must be checked.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Grantee by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.



Vermont Department of Environmental Conservation

Agency of Natural Resources

Form 430 Request for Funds

Form must be filled out entirely before payment is released

Grantee: Central Vermont Regional Planning Commission **Agreement #:** 06140-2024-CWSP-WID-08

Payment#: **Amount Requested:** **Invoice Date Range:**
Performance-Based Milestones and Deliverables:

Performance-Based Milestones	Budget Amount	Amount Previously Requested	Amount Requested for This Submittal	Remaining Amount
1 Administrative Costs (not eligible for Grantee use as match)	\$477,289	\$	\$	\$
2 Project Completion Costs – Non-Match (not eligible for Grantee use as match)	\$1,698,778	\$	\$	\$
3 Project Completion Costs – Match (eligible for Grantee use as match)	\$1,005,863	\$	\$	\$
Total	\$3,181,930	\$	\$	\$

Approvals for Payment
Signed by:

Authorized Signer: _____ Date: _____

Organization: _____ Title: _____

The Grantee certifies that deliverables being billed on this invoice have been completed as outlined in the grant agreement.

Please upload this completed form to: <https://anronline.vermont.gov/home>

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ATTACHMENT E: ASSET OWNERSHIP, USE, AND DISPOSITION FORM

(to be inserted as PDF – 3 pages)

ATTACHMENT F: FORMULA GRANT FINANCIAL FORM

“Attachment F: Formula Grant Financial Form” constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Grantee by the State under this Agreement. A copy of this document is available online at: [insert link](#)

Commented [ET2]: A link to the new Formula Grant Financial Form will be added here once it is finalized and posted online, and before this grant amendment is sent for signature

TOWN OF BERLIN

Town Plan – CVRPC Consulting Services

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$15,000.00	Contract Start Date: 09/15/25	Contract End Date: 09/15/27	
Contractor Name: Central Vermont Regional Planning Commission			
Contractor Physical Address: 29 Main Street, Suite 4			
City: Montpelier	State: VT	Zip Code: 05602	
Contractor Mailing Address: as above			
City:	State:	Zip Code:	
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/>		Fixed Price <input type="checkbox"/>	Other <input type="checkbox"/> (please specify)
If this action is an amendment, the following is amended:			
Funding Amount <input type="checkbox"/>		Performance Period <input type="checkbox"/>	Scope of Work <input type="checkbox"/>
Other <input type="checkbox"/> (please specify)			

SECTION 2 – CONTRACTOR INFORMATION

Contractor UEI: L97JQHE86VX3			
DUNS Registered Name (if different than Contractor Name above):			
SAM checked for DUNS Suspension and Debarment Exclusions (https://sam.gov/SAM/pages/public/index.jsf . Print Screen Must be Placed in Contract File)			
Date: 11/24/25	Initials: nlc	SAM Expiration Date: 12/17/2025	
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File)			
Date: 11/24/25	Initials: nlc	Debarment Expiration Date: N/A	
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Risk Assessment Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)			
Date: 11/24/25	Initials: nlc		
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file))			
Date: 11/24/25	Initials: nlc		
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)			
Date: 11/24/25	Initials: nlc		
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)			
Date: 11/24/25	Initials: nlc		

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Will the Contractor Charge Town of Berlin for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Date: 11/24/25	Initials: nlc
Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <small>(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)</small>	
Date: 11/24/25	Initials: nlc
SECTION 3 – FUNDING SOURCE	
Funding Type: <input type="checkbox"/> Federal CFDA #: Program Title: <input type="checkbox"/> State Grant #: <input checked="" type="checkbox"/> Other Source: Municipal	
SECTION 4 – CONTACT INFORMATION	
TOWN OF BERLIN <u>Project Contact/Coordinator</u> Name: Thomas Badowski Title: Planning and Zoning Work Phone: 802-229-2529 Email: zoning@berlinvt.gov <u>Finance/Billing</u> Name: Title: Work Phone: Email:	CONTRACTOR <u>Project Contact/Manager</u> Name: Niki Sabado Title: Planner Work Phone: 802-229-0389 Cell Phone (if applicable): Email: sabado@cvregion.com <u>Finance/Billing</u> Name: Christian Meyer Title: Executive Director Work Phone: 802-229-0389 Cell Phone (if applicable): Email: meyer@cvregion.com

Part 2 – Contract Agreement

1. **Parties.** This is a contract for services between the Town of Berlin, (hereafter called “Town”), and Central Vermont Regional Planning Commission, (hereafter called “Contractor”). It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Contract Term.** The period of Contractor’s performance shall begin on 09/15/25 and end on 09/15/27. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.

3. **Prior Approvals.** Approval by the Selectboard is required for all contracts.

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4. **Amendment.** This contract represents the entire contract between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the Town and Contractor.
5. **Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Contractor, the Town agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed \$15,000.00. This maximum amount is not a guaranteed amount. Payment shall be contingent upon satisfactory performance by the Contractor. Payment terms shall be Net 30 days from an error-free invoice. Invoices must detail all work performed during the invoice period and the amount(s) payable therefore in accordance with the schedule for deliverables and/or rates for services set forth below. For any schedule for deliverables set forth herein, Contractor shall only submit invoices following Town acceptance of the applicable deliverable or deliverable milestone.

The Town shall pay, or cause to be paid, for actual costs incurred as determined by using cost records for each expense line items such as hourly rates for the required services covered by this Contract. Requests for payment shall be accompanied by progress reports and be made directly to the Town, for all work.

Invoices shall be submitted no more frequently than monthly.

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

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

6. **Scope of Work.** The subject matter of this contract is Berlin Town Plan. Detailed services to be provided by the contractor are as follows: FOLLOWING PAGE

II. COST PROPOSAL

Task Descriptions	Number of hours	Total Cost
Five (5) work sessions with the Berlin Planning Commission - Meeting One [Planning Road Map, Plan Review, Public Outreach + Comm. Strategy]; Meeting Two [Survey + Interview, Prelim. Community Assessment]; Meeting Three [Community Assessment, Survey + Interview Responses, Draft Vision Statement + Goals]; Meeting Three [Prelim. draft Plan review, Goals + Objectives, plan for Mapping the Future public Engagement]; Meeting Four [Finalize Future Land Use, Identification of Priority Actions, draft Plan review]; Meeting Five [draft Plan finalization.]		
Planner, hourly rate \$80	30	\$2,400
Planning and Facilitating Community Engagement Development of Outreach and Communication Strategy - development of survey and interview questions and hosting one community event to receive input on land use map and priorities.		
Planner, hourly rate \$80	40	\$3,200
Update plan and develop maps - undertake Community Assessment; draft Vision Statement + Goals and Objectives, develop Implementation Strategy, and Plan writing		
Planner, hourly rate \$80	75	\$5,800
GIS Specialist, hourly rate \$90	40	\$3,600
Total		\$15,000

Mat 9/15/2025

Christina Meyer
September 30, 2025

TOWN OF BERLIN

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Standard Provisions

- 1. Governing Law, Jurisdiction and Venue:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by the Town or the Contractor in connection with this Agreement shall be brought in the Superior Court, Civil Division, Washington Unit.
- 2. Independence:** The Contractor will act in an independent capacity and not as officers or employees of the Town or State of Vermont.
- 3. Insurance:** Before commencing work on this Agreement the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the Contractor through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the Town ~~and the State of Vermont.~~

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

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Contractor shall carry general liability insurance. The policy shall be on an occurrence form and limits shall not be less than:

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

Automotive Liability: The Contractor shall carry automotive liability insurance. Limits of coverage shall not be less than: \$500,000 combined single limit. If performance of this Agreement involves construction or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

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Additional Insured. Contractor shall name the Town and its officers and employees as additional insureds for liability arising out of this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the Town.

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

6. Taxes Due to the State:

- a) Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b) Contractor certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Contractor 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.

(End of Standard Provisions)