Central Vermont Regional Planning Commission

November 30, 2026 Contracts Index

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

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

Agency of Transportation – FFY2027 TPI Work Program - Page 2

CONTRACTS ISSUED

N/A

FOR INFORMATION ONLY

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

AMENDMENT - US Department of Transportation – Safe Streets and Routes for All – Safety Action Planning SS4A_2024 - Page 68

AMENDMENT – Rutland Regional Planning Commission (RRPC) 604B Water Quality Grant Program - Page 81

GRANTS, CONTRACTS & SERVICE AGREEMENTS ISSUED

Chittenden County Regional Planning Commission (CCRPC)–RIVER Navigator Public Outreach and Education - (Agreement #2026-10 - Page 82

Friends of the Winooski River – Moscow Recreation Field Riparian Buffer Planting (CVRPC Agreement #2024-11.19) – Page 123

Friends of the Winooski River – Huntington Town Forest Riparian Buffer Planting (CVRPC Agreement #2024-11.20) – Page 138

1. Parties: This is a Grant Agreement between State of Vermont Department of, Agency of Transportation (hereinafter called "State"), and **Central Vermont Regional Planning Commission**, a **U.S. Local Government**, with its principal place of business at **29 Main street, Suite 4, Montpelier, Vermont 05602**, (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: The subject matter of this Grant is to involve towns in a regional planning effort; to maintain a working transportation plan for the region consistent with state and federal guidelines; to continue to review a prioritized needs/project list for the region; to provide transportation assistance to towns; and to engage in activities which implement the Regional Transportation Plan.

3. Award Details: Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.

4. Amendment: No changes, modifications, or amendments to 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 Subrecipient.

5. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.

6. Attachments: This Grant consists of **66** pages including the following attachments that are incorporated herein:
   Grant Agreement - Part 2 – Grant Agreement
   Grant Agreement - Part 1 - Grant Award Detail
   Attachment A - Scope of Work
   Attachment B - Payment Provisions
   Attachment C - Standard State Provisions for Contracts and Grants (revised February 13, 2026)
   Attachment D - Other Provisions (if applicable, see attachment)
   Attachment E – Special Provisions
   Attachment F - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E
   Attachment G - Certificate of Indirect Costs
   Attachment H - Procurement System Self-Certification

7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

    1. Grant Agreement Part 1 and Part 2
    2. Attachment E - Special Provisions
    3. Attachment D - Other Provisions (if applicable, see attachment)
    4. Attachment C - Standard State Provisions for Contracts and Grants
    5. Attachment A - Scope of Work
    6. Attachment B - Payment Provisions
    7. Attachment F - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E
    8. Attachments F through H in that order

By signing this Agreement, the Parties certify that they have read and understand the terms and conditions of this Grant Agreement and agree to comply with all applicable federal, state, and local laws, regulations, and requirements. Each Party further certifies that the individual signing this Agreement is duly authorized to execute it on behalf of the respective organization.

STATE OF VERMONT	SUBRECIPIENT:
AGENCY OF TRANSPORTATION	**Central Vermont Regional Planning Commission**
Date: _____	Date: _____
Signature: _____	Signature: _____
Name: Joe Flynn	Name: _____
Title: Secretary of Transportation	Title: _____

STATE OF VERMONT GRANT AGREEMENT - PART 1

Fields are numbered, with corresponding instructions provided at the end of this document.

STATE OF VERMONT INFORMATION

1.Granting Agency/Department	2.BU	3.Telephone
Transportation Agency	08100	(802) 595-6812

4.Contact Name	5.Title	6.Email
Matthew Arancio	Regional Planning Manager	Matthew.Arancio@vermont.gov

GRANTEE INFORMATION

7.Grantee Name	8.SOV Supplier #	9.Telephone
Central Vermont Regional Planning Commission	0000043329	(802) 229-0389

10.Address	11.City	12.State	13.Zip
29 Main Street, Suite 4	Montpelier	VT	05602

14.Contact Name	15.Title	16.Email
Christian Meyer	Executive Director	meyer@cvregion.com

17.Fiscal Year End (MM)	18.Unique Entity Identifier (UEI)	19.UEI Registered Name (if different than the Grantee Name)
6	L97JQHE86VX3	

AWARD INFORMATION

20.Grant #	21. Type of Award	22. Subrecipient Award
08100 - GR2200	Original ☑ Amendment # ☐	Yes ☑ No ☐

23.State of Vermont Program Title	24.Performance Measures
FFY27 Transportation Planning Initiative Work Prog	Yes ☑ No ☐

25.Award Period	26. Indirect Rate:
Start Date 10/01/2026 End Date 09/30/2027	73.00 % N/A ☐ DeMinimus ☐ Federally Approved ☐ State Approved ☑

27. If this is an amendment, select type:

Amount ☐ Funding Allocation ☐ Performance Period ☐ Scope of Work ☐ Other

28.Match/In-Kind	29. Research & Development
Yes ☑ No ☐ If Yes, Amount $ 26,479.00 Description RPC Local Match	Yes ☐ No ☑

FUNDING ALLOCATION

30. Fund Type	31. Awarded Previously	32. Awarded This Action	33.Total Awarded	34.Fund Descriptions
General Funds		$ 0.00	$ 0.00	
Special Funds		$ 0.00	$ 0.00	
Global Commitment (non-subrecipient funds)		$ 0.00	$ 0.00	
Transportation Funds		$ 0.00	$ 0.00	
Education Funds		$ 0.00	$ 0.00	
Other Funds		$ 26,479.00	$ 26,479.00	Transportation Fund
Other Funds		$ 0.00	$ 0.00	
35. Total Federal Funds (specified below)	$ 0.00	$ 211,832.00	$ 211,832.00	The Federal Funding Details are provided below.
36.Total Awarded	$ 0.00	$ 238,311.00	$ 238,311.00	

37.Federal Funding Details		38. Awarded Previously	39. Awarded This Action	40. Total for Individual Federal Program	(If applicable, this section will include subrecipient Global Commitment Funds)
41. ALN 20.258	42. FFATA Yes ☑ No ☐	$ 0.00	$ 211,832.00	$ 211,832.00	43. Federal Award Date 10/01/2026
44. Program Title State Planning and Research		45. Federal Awarding Agency Federal Highway Administration (FHWA)			46.Total Federal Award $ 6,159,122.00
47. FAIN 693JJ22650000Y550VTSPWP027		48. Federal Award Project Description FY27 SPWP TPI Program			

OPTIONAL, IF ADDITIONAL FEDERAL FUNDING IS AWARDED

37.Federal Funding Details		38. Awarded Previously	39. Awarded This Action	40. Total for Individual Federal Program	(If applicable, this section will include subrecipient Global Commitment Funds)
41. ALN	42. FFATA Yes ☐ No ☐			$ 0.00	43. Federal Award Date
44. Program Title		45. Federal Awarding Agency			46.Total Federal Award
47. FAIN		48. Federal Award Project Description			

41. ALN	42. FFATA Yes ☐ No ☐			$ 0.00	43. Federal Award Date
44. Program Title		45. Federal Awarding Agency			46.Total Federal Award
47. FAIN		48. Federal Award Project Description			

41. ALN	42. FFATA Yes ☐ No ☐			$ 0.00	43. Federal Award Date
44. Program Title		45. Federal Awarding Agency			46.Total Federal Award
47. FAIN		48. Federal Award Project Description			

41. ALN	42. FFATA Yes ☐ No ☐			$ 0.00	43. Federal Award Date
44. Program Title		45. Federal Awarding Agency			46.Total Federal Award
47. FAIN		48. Federal Award Project Description			

ATTACHMENT A
SCOPE OF WORK

The Subrecipient agrees to perform or cause to be performed the services as set forth in the Scope of Work described in the Annual Work Plan that is attached and made a part hereof Attachment A.

The Subrecipient shall assume responsibility for the general supervision of the work and shall be responsible for all procedures, standards, methods of analysis, interpretations, conclusions, and the contents of this work program.

The Subrecipient and the State shall be jointly responsible for liaison necessary to further the work under this Agreement.

Written reports delivered under the terms of this Agreement shall be printed using both sides.

Transportation Planning Initiative

Annual Work Program Guidance & Budget

Federal Fiscal Year 2027: October 1, 2026 – September 30, 2027

Workplans Due: August 1, 2026

Vermont Agency of Transportation

Asset Management and Planning Bureau

219 North Main Street, Barre, VT 05641

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Executive Summary – Transportation Planning Initiative

The Transportation Planning Initiative (TPI) is a VTrans program that was established in 1992 and for over 30 years has been Vermont's approach to combining Code of Federal Regulations and Vermont State Statute requirements to engage in FHWA-funded, State-administered transportation planning activities.

On an annual basis VTrans disperses FHWA-SPR funding through grant agreements to the State's Regional Planning Commissions (RPCs), which are designated as the appropriate partner to engage in transportation planning activities through the TPI by Vermont State Statute (19 VSA Chapter 1 - 10L). Through the TPI, RPCs engage in a broad range of public outreach, planning, and data collection activities that are divided into tasks consistent with planning program directives grounded in 23 CFR § 450 Subpart B; activities also extend to supporting the Agency through technical assistance from a planning perspective in Statewide Modal Plan and project development, and other State priorities with a transportation planning nexus. Chittenden County Regional Planning Commission (CCRPC), Vermont's only Metropolitan Planning Organization (MPO), also participates in the TPI with its grant agreement serving as the mechanism by which the MPO receives its Metropolitan Planning (PL) funds and incorporates TPI programmatic activities into its Unified Planning Work Program (UPWP).

At its core, the TPI is a continuing, cooperative, and comprehensive transportation planning process embodied in a strong relationship between VTrans and RPCs. Through this program, VTrans provides transportation planning program directives, funding, and technical assistance to RPCs that are in turn adapted to the complexities of their local contexts. Through this continued contact and central to the TPI, RPCs in turn assist the Agency in effectively identifying and engaging a broad range of stakeholders in the transportation planning process.

VTrans' Regional Planning Team in the Asset Management and Planning (AMP) bureau oversees all sub-recipient monitoring activities associated with the TPI in a manner consistent with 23 CFR § 420 Subpart A, which also includes the following:

- development of a TPI Guidance document that serves as a basis for RPC annual work plans
- facilitation of questions concerning eligibility of programmatic activities
- review of RPC invoices and any required programmatic deliverables
- monitoring and relationship building via monthly individual RPC check ins, annual Mid-Year Evaluations, and the program's signature Monthly TPI Meeting with all RPCs

Program Reference Documents		
Code of Federal Regulations	**Vermont State Statute**	**VTrans**
23 CFR § 420 Subpart A 23 CFR § 450 Subpart B	19 VSA Chapter 1 - 10L	Program Manual* (*currently being updated)

Contact: Matthew Arancio, Planning Manager / matthew.arancio@vermont.gov

Structure of this Guidance Document

The guidance document will be updated on an annual basis to provide information for TPI workplans. For further programmatic information, please see TPI Manual. This document outlines grant development documentation requirements and timeline, and provides guidance for eligible work plan tasks in the following program areas:

Transportation Planning Initiative Program

1. Program Administration
2. Public Participation and Coordination
3. Planning
4. Data Collection and Management
5. Municipal Roads General Permit Support

Strategic State Transportation Initiatives

6. Other Planning Activities

The Transportation Planning Initiative contains five program areas for RPCs to structure their work plan with. These five core areas are funded through a portion of AOT's State Planning and Research budget from FHWA outlined on page four of this document. Strategic State Transportation Initiatives include planning activities and projects funded through other funding sources than the TPI Program. These initiatives are included in the TPI grant agreement but may have different match requirements from those outlined in Tasks 1 through 5 above.

Each program area begins with an overview that outlines the purpose of the program area and a reference to the CFR that pertains to TPI Program funding. Each program area will have subtasks that support statewide transportation planning and project development or are required to satisfy state and/or federal regulations. The subtasks each have designated task descriptions which contain a purpose statement, resources, a brief description, eligible activities, due date, and task contact. Level of effort and type of task engagement for the upcoming fiscal year may vary based on specific circumstances of each region.

For regionally based work that supports the Transportation Planning Process but is not specifically requested by VTrans, RPCs should develop, in coordination with their PC, tasks outlining the work they will accomplish during the federal fiscal year. These tasks shall be developed in accordance with previously approved TPI activities or new ones developed in accordance with the CFR and this guidance document.

RPCs should use this guidance document to develop a work program that combines the VTrans program area tasks with other planning activities specific to their region. Questions regarding activity eligibility should be directed to the designated VTrans Planning Coordinator. At the close of the federal fiscal year, RPCs will submit a summary memo of work completed during the work plan period.

Grant Agreement Development Requirements & Timeline

The Agency of Transportation requires the following Exhibits to be submitted by the Regional Planning Commission to execute their Grant Agreement for the upcoming Federal Fiscal Year (FFY) in accordance with the timeline below.

Exhibit I – Narrative Work Plan

Exhibit II – Budget Detail by Task Category

Exhibit III – Budget Detail by Expense Category

Exhibit IV – Time by Task by Cost Summary

Exhibit V – RPC Certificate of Indirect Costs Form

Exhibit VI – AOT Approval Letter of Indirect Costs

Exhibit VII –Procurement Self Certification

Exhibit VIII - Insurance

FFY27 Grant Agreement Development Timeline for Regional Planning Commissions:

June 1, 2026	FFY27 Guidance Document, Task Calendar & RPC Allocations Dispersed to RPCs from VTrans.
June 2026	Meet with VTrans Planning Coordinator to discuss Work Program goals for upcoming year. Draft Exhibits I, II, III, IV due to VTrans Planning Coordinator.
July 10, 2026	Draft Exhibits I, II, III, IV due to VTrans Planning Coordinator
August 14, 2026	Final Draft and all Exhibits due to VTrans Planning Coordinator.
August 14 – Sept. 30, 2026	Work with VTrans Planning Coordinator to resolve any questions or document procurement during Contract Admin phase.
June 30, 2027	Any amendments to FFY27 Workplan should be requested by this date. Information on amendment processes can be found in the manual.

Program Communication and Submittal of Task Deliverables

- Task Deliverables fall under Five Categories: Count Data, GIS web tool, Spreadsheet, Work Product, and TPI Monthly Round Table
- Regardless of deliverable category, please notify VTrans Planning Coordinator when Deliverable is submitted
- **CC your VTrans Planning Coordinator on all communications with Agency staff**

1.0 Program Administration Overview

Program Administration refers to all activities supporting the management of the TPI Program including but not limited to:

- Administering the TPI Grant Agreement with the State through activities including development of work plans and budgets; the participation in monthly check-ins, mid-year reviews and monthly TPI meetings; and, the submission of weekly reports to VTrans Planning Coordinators
- Maintaining financial records stipulated in the TPI Grant Agreement; monitoring work program expenditures; and, preparing and submitting invoices
- Procuring equipment that supports program activities such as computers, software, and other equipment (e.g., traffic counters) - please note: anticipated purchases should be specified in the work program),
- Executing and managing consultant agreements and procurement of services
- Participating in training to improve knowledge and skills specific to transportation planning best practices to address Work Plan Activities

2.0 Public Participation and Coordination Overview

Facilitating public participation in the statewide transportation planning process is a core requirement of the FHWA funding that is disbursed via the TPI; per state statute, this requirement is fulfilled by RPCs in partnership with VTrans. The cornerstone of this public participation in the state transportation planning process are RPC Transportation Advisory Committees (TACs), where RPCs inform, educate, and gather input from TAC members about transportation issues and opportunities; coordinate state, regional, and local transportation plans and planning processes; and provide transportation planning technical assistance and best practice updates.

Task 2 Public Participation and Coordination eligible activities include but are not limited to:

- Maintaining an active TAC; in addition to the activities mentioned above, training staff, Transportation Advisory Committee (TAC) and RPC members on transportation planning, VTrans, and TPI specific planning processes
- Organizing, attending, and facilitating meetings specific to VTrans and TPI Program activities including but not limited to:
    - the Annual STIP
    - Road Foreman meetings
- Facilitating outreach and engagement on behalf of VTrans and the TPI Program for:
    - Vermont Strategic Highway Safety Plan
    - Human Services Transportation
    - Aviation Program Coordination
    - Complete Streets Coordination
- Advising VTrans and, as appropriate, assisting municipalities with local questions, concerns and solutions regarding statewide transportation planning and process
- As appropriate, provide outreach on the Operation Lifesaver training to external stakeholders
- Providing Complete Streets related education and support to municipalities regularly (e.g., newsletter outreach; pre- and post-construction season check ins)
- As needed, facilitating Aviation Coordination between Local, Regional, & State through air space protection, planning for multi-modal connectivity, coordination with Local Airport Commission, and inclusion of aviation representative on TAC if available

Public Participation and Coordination Tasks with Deliverables:

Task 2.2
Task 2.5
Task 2.6

2.1 State Transportation Improvement Program (STIP) Local Consultation

Task Due Date:	None
Task Timeframe:	Occasional outreach throughout the year
Task Deliverable:	Conduct outreach for & attend STIP Hearing
Task Contact:	Matthew Langham | STIP Coordinator Matthew.Langham@vermont.gov or (802) 622-1284

Purpose: Solicit public input regarding the Statewide Transportation Improvement Program (STIP), pursuant to federal regulation.

Resources: https://vtrans.vermont.gov/about/stip

Information: In accordance with 23 CFR 450.210(b) and the VTrans non-metropolitan consultation process, VTrans is responsible for developing a Statewide Transportation Improvement Program (STIP) for all areas of the state. The STIP is a four-year, fiscally constrained plan for obligation of federal transportation funds. It is closely linked to, and must be consistent with, a four-year capital budget for expenditures, which are annually provided to the Vermont General Assembly. In developing the STIP, affected local officials with responsibility for transportation shall be involved on a consultation basis for the portions of the program in non-metropolitan areas of the State. VTrans works with RPCs to facilitate and consolidate input.

Once each year, in cooperation with the RPCs, VTrans will hold a public hearing to solicit public comment on the STIP. This hearing may be held virtually to facilitate dispersed geographic access for public input. The public hearing will discuss amendments to the current year's STIP, arising either from legislative action or from other causes, and inputs to the coming year's STIP.

VTrans Role

- Develop the draft and final STIP.
- Provide notice of the public comment period and methods to submit comments.
- Facilitate public hearing(s) to solicit public comment on the STIP; hearing(s) will be scheduled during the public comment period (typically occurs October-December).
- Communicate with RPCs in advance of the hearing to coordinate public outreach.

RPC Role

- RPCs should anticipate spending approximately 5-10 hours supporting this task.
- Assist VTrans to publicize the public hearings(s) and distribute the notice with the TAC and affected municipalities.
- Participate in a STIP public hearing.

2.2 Road Foreman Meetings & Vermont Local Roads Coordination

Task Due Date:	June 30, 2027
Task Timeframe:	Bi-annual minimum; Quarterly preferred
Task Deliverable:	Input # of meetings & municipal vs non-municipal participation into Excel tracking sheet
Task Contact:	Todd Eaton, Vermont Local Roads (VLR) Todd.Eaton@vermont.gov or (802) 353-0110

Purpose: Educate municipal personnel (Highway Department/Public Works) on current topics. Increase awareness and engagement of municipal personnel and representatives in VLR or RPC trainings and Regional Road Foreman meetings.

Task Resources:
Website - https://localroads.vermont.gov/

Task Information: Regional Road Foreman meetings are an important resource for municipal staff and representatives, including road foremen or public works managers or administrators, clerks, legislative bodies, and municipalities. These regional meetings provide an opportunity to gain awareness of changes in state policy and standards, obtain relevant training and share ideas with neighboring communities. Each RPC regularly organizes meetings for municipal road foremen in their region. The table below provides examples of topics addressed at recent regional meetings.

Sign Standards, Inventories & Ordering	Winter Road Maintenance & Salt Brine Techniques	Hazard Mitigation Grant Opportunities
Highway Timesheet Program	Town Road & Bridge Standards	Town Mutual Aid Agreements
Hazardous Materials Awareness	Town Right of Way Issues	Japanese Knotweed & Poisonous Parsnip

The Vermont Local Roads (VLR) Program, hosted by VTrans, is an available technical resource for RPCs and municipalities by way of training, a listserv, one-on-one technical assistance, and other methods.

VTrans Role

- Provide regular training opportunities, advertised through the Vermont Local Roads Listserv.
- Notify RPC staff when aware of a personnel change in a municipal highway department.
- Regularly attend RPC hosted regional meetings; as needed, assist with agenda topics and presentations.
- Arrange annual check-ins with RPCs on current topics and upcoming training.

RPC Role

- Coordinate scheduling of regional meetings. Host at least two Regional Road Foreman meetings per year, although quarterly is encouraged; provide meeting notice to VLR, VTrans District personnel and VTrans Planning Coordinator.
- Notify VLR and VTrans District staff of municipal personnel changes (Road Foreman, Public Works Director, etc.) to enable outreach to new staff.
- Awareness of and participation in relevant training opportunities offered through the VTrans Training Center (VTTC) and VLR.

2.3 VTrans Project Outreach and Coordination

Task Due Date: Year Round
Task Timeframe: Participation in VTrans project outreach & coordination efforts as requested
Task Deliverable: Concentrated push before project
Task Contact: VTrans Project Manager and/or PIO; VTrans Planning Coordinator

Purpose: VTrans partners with RPCs to develop and implement public outreach plans prior to, during, and following project definition and/or during construction of state highway, interstate highway, bridge, bicycle & pedestrian, rail, aviation, transit, or other projects. This partnership with the RPC helps to ensure heightened public understanding and engagement throughout project development and construction. RPCs frequently provide similar support to municipalities on projects funded through VTrans paving program (Class 1 THs), Town Highway Bridge Program, and Municipal Assistance.

Resources: https://vtransparency.vermont.gov/

Information: RPCs typically assist in tailoring outreach plans to the local context by helping to develop stakeholder lists, identifying outreach methods that may be unique to a certain locale, helping to engage key players in the community, and bringing a regional perspective to how the project will affect a community. For high-impact projects, a Public Information Officer (PIO) may be engaged through the Agency's Public Information Services contract to assist Project Managers and Resident Engineers in collaboration with RPCs.

For projects occurring within municipal jurisdictions such as Class 1 Town Highway paving projects and Town Highway bridges, the municipality is the lead partner responsible for outreach. RPCs may provide support on these projects in support of the municipality in line with activities conducted for state projects.

VTrans Role

- Coordinate with RPC outreach with the intention of reducing regional mobility impacts, minimizing disruption to residents and businesses, and coordinating traffic management
- Request support from RPCs in developing and implementing the outreach process for a specific project(s) in their region.
- As needed, conduct meetings with RPC support.
- Provide RPCs with all necessary project documents, graphics, plans, maps, & timelines, etc.
- Coordinate with RPC on outreach with the intention of reducing regional mobility impacts, minimizing disruption to residents and businesses, and coordinating traffic management.

RPC Role

During Project Definition:

- Identify key local/regional stakeholders and help to ensure key stakeholders are engaged.
- Ensure outreach plan is tailored to the local community.
- Help VTrans to identify and understand local and regional issues and concerns.
- Assist municipalities in completing Local and Regional Concerns Questionnaire
- Participate in information gathering discussions with identified stakeholders, when appropriate.
- Attend Regional Concerns and Alternatives meetings held with municipality(ies).
- Review and provide comments on Scoping, Preliminary, and Final project plans as appropriate.
- Coordinate with adjacent RPCs when a project will have cross-regional impacts.
- As necessary, assist VTrans with communications to municipality(ies) to ensure completion of required submittals (e.g., questionnaire, preferred alternatives acceptance letters, cost share agreements etc.)

- As needed, assist the municipality to identify and notify affected stakeholders (property owners, businesses, etc.) who may be impacted by a road closure

During Construction:

- Update any information provided during the Project Definition and Development stage that may need updating– for example changes in contact information and any changes to local context.
- Help VTrans identify and understand local and regional issues and concerns.
- Alert VTrans if any potential issues are developing.

2.4 Human Services Transportation Coordination

Task Due Date:	Workplan: June 30, 2027; Meeting Reporting: September 30, 2027
Task Timeframe:	Year-round activity; Quarterly Committee Meetings
Task Deliverable:	Committee Annual Workplan; # of Mobility Committee Meetings
Task Contact:	Ross MacDonald | Public Transit Program Manager Ross.MacDonald@vermont.gov or (802) 522-7120

Purpose: This task serves the dual purposes of providing RPC participation on the relevant regional Transit Provider Board of Directors and facilitating regional Human Service Transportation Coordination and consultation through Mobility Committees.

The Mobility Committees serve as outreach to:

- Ensure adequate access to essential services is available to the public and underserved populations (including older adults and persons with disabilities, and those seeking access to recovery services and/or job opportunities).
- Facilitate dialogue and funding decisions among public transit and human service providers to coordinate services and needs of stakeholders, provide feedback on infrastructure and operational solutions, and identify gaps in the availability and connectivity of the transportation systems.

Resources:
O&D Information: VTrans O&D Transportation Program Webpage

Information: Vermont's Older Adults and Persons with Disabilities (O&D) Transportation Program plays an important role in filling gaps in existing transportation services for older adults aged 60 and above as well as individuals with disabilities as defined by the Americans with Disabilities Act (ADA). As recognized in the 2025 Vermont Public Transit Policy Plan (PTPP) , this program maximizes ride potential with a coordinated approach by which Vermont's public transit providers work with human service agency partners to coordinate O&D trips through Medicaid, contracted service with community organizations and institutions, and transportation for the public. RPCs support these efforts through the coordination and facilitation of regional Mobility Committees.

A Regional Mobility Committees is primarily responsible for providing feedback on the level of service (percentage of funding by trip purpose) that the transit providers provide given the amount of funding remaining in the O&D Transportation Program and Recovery and Job Access demand response program for the year. The role of the Committee will continue to evolve and incorporate recommendations from the 2025 PTPP to improve efficiencies, address deficiencies and integrate best practices.

This task implements a multi-year plan to build regional Human Service Transportation Coordination. The VTrans O&D Transportation Program webpage and the TPI O&D Teams Channel provide links to detailed task guidance, descriptions of the VTrans and Public Transit Provider Roles, example workplans and describe how the RPC tasks fit into the broader picture.

RPC Role

- Submit updated Committee Annual work plan, goals and objectives by **June 30, 2027**.
- Organize and facilitate regular Committee meetings at least 4 times a year by **September 30, 2027**
- **Attendance & Participation in Regional Public Transit Board of Directors Meetings as needed and requested**
- RPCs shall be the leading agency for these meetings.
- RPCs are responsible for ensuring meetings comply with Vermont Open Meeting law and engage the full spectrum of providers of services and representatives of those needing rides.

- Include your VTrans Planning Coordinator and Public Transit Coordinator on Committee correspondence.
- Continue to expand scope of Regional Mobility Committee to include Medicaid, Recovery & Job Access, and other client-based transportation services.
- Coordinate with VTrans and Public Transit Provider(s) to expand tracking of denials and unmet needs
- Assist Committees with evaluating the trip and cost data.
- Help VTrans with centralized tracking of defined O&D basic information.
- Attend the annual O&D Summit (rotates between virtual and in-person).
- Participate in discussion of how to incorporate equity principles and practices into the O&D program and regional committees' practices.

2.5 Rail Trail Council Meetings & Coordination

Task Due Date:	None, Ongoing task
Task Timeframe:	Ongoing through year
Task Deliverables:	6 Trail Specific RTC meetings per year; 10 RPC Coordination meetings per year
Task Contact:	Jackie Cassino, Rail Trail Program Manager Jackie.Cassino@vermont.gov or (802) 505-8193

Purpose: Ensure a collaborative and consistent approach to the management of State Rail Trails through regular coordination with AOT and through the support and management of Rail Trail Councils in accordance with the Vermont Rail Trails Council Guidance. Rail Trail Councils statewide shall support the development and implementation of their respective Management Plans.

Task Resources:

- Vermont Rail Trails Council Guidance;
- Rail Trails Management Plans

Task Information: This task supports the implementation of goals outlined in the Rail Trails Management Plans. AOT is required to complete a recreational trail plan in order to utilize Surface Transportation Block Grant funds (23 U.S. Code § 206).

VTrans Role

- Organize and facilitate 10 Rail Trail- RPC Coordination meetings.
- The VTrans Rail Trail Program Manager will be the primary point of contact for support, questions, and reporting of trail issues for all Rail Trail Councils.
- Support the Rail Trail Councils through regular meeting attendance, technical support, and connect with funding sources.
- Revise the Rail Trails Councils Guidance document *(as needed).*

RPC Role

- Attend and participate in Rail Trail- RPC Coordination meetings.
- Staff and provide support to the Rail Trail Councils; Councils should meet at least six times during FFY26.
- Educate Rail Trail Council members on the Vermont Rail Trails Council Guidance memo. Recommend revisiting the memo and/or relevant Rail Trail Councils bylaws, rules & procedures annually.
- Recruit individuals across diverse disciplines to participate in each Rail Trail Council and establish Councils with diverse representation (refer to Guidance).
- Provide administrative support duties to the Council such as: scheduling regular meetings; taking and posting meeting notes and/or minutes; keeping updated contact list of active volunteers and members; assisting interested communities in grant applications for trailside improvements; etc.
- Identify appropriate volunteer needs and roles, setting expectations for volunteers, and assigning tasks. Example activities may include but are not limited to: assisting with the implementation of the Trail Friendly Business Program and the Rail Trail Ambassador Program, establishing a trail friendly business program; volunteers assisting with invasive species inventory and management; Green Up Day or other beautification efforts; intercept surveys or other more in-depth user inventories or counts; trailside amenity maintenance.

2.6 Transportation Advisory Committee (TAC)

Task Due Date: Ongoing
Task Timeframe: Ongoing
Task Deliverable: TAC Meetings
Task Contact: VTrans Planning Coordinator

Purpose: Meet state and federal requirements to engage local officials in regional and statewide transportation planning.

Resources:
RPC Transportation Planners
VTrans Planning Coordinators
Recommendations from TAC working group (expected fall 2026)

Task Information:
19 V.S.A. § 10l(b)(7) requires Regional Planning Commissions to maintain a regional transportation advisory committee (TAC) that reviews and provides input on all major State and federal transportation planning and policy decisions. TACs also meet requirements in 23 CFR 450.210.

TACs are intended to be made up of representatives of the towns in your region – ideally with either decision making authority or a direct line of communication to town officials to inform decision making.

TAC meetings are an opportunity to provide information (e.g., updates about regional projects; grant opportunities; educational presentations about topics of interest to towns) and for towns to share information and collaborate with other towns in their region.

VTrans Role
- Planning Coordinators will attend TACs
- Coordinate with subject matter experts to provide TAC presentations as needed
- Communicate public notice periods for projects and grants to Transportation Planners for notice to TACs

RPC Role
- Develop agendas for and host regular TAC meetings.
- Educate town selectboards about the need to appoint a TAC member.
- Educate TAC members about their roles and responsibilities.
- Communicate with VTrans Planning Coordinator regarding any periodic needs for subject matter experts from VTrans to attend/present at TAC meetings.
- As a part of the Workplan development, RPC must include the number of regular TAC meetings that will occur in FFY27.

3.0 Planning Overview

Transportation planning is another core requirement of the FHWA funding disbursed via TPI and refers to creating multimodal, systems-level, corridor, or subarea studies and visions that support the broader statewide transportation planning process, the development and implementation of the long-range statewide transportation plan, and the development and continued management statewide transportation improvement program (STIP). Transportation planning involves extensive collaboration and coordination between RPCs and VTrans in developing, updating, and coordinating statewide, regional, and local transportation plans and processes; evaluating the opportunities, constraints, and impacts of these plans and processes; and coordinating statewide and regional transportation planning with local land use and economic development plans and activities.

Task 3 Planning eligible activities include but are not limited to:

- Engaging in all aforementioned activities.
- Pursuant to 24 V.S.A. § 4348, updating of the regional transportation plan at least every eight years
- Developing and regularly updating a list of regional priority projects for VTrans consideration in project prioritization via VPSP2
- Providing transportation planning technical assistance to municipalities
- Facilitating outreach to and the solicitation of feedback from TACs, town officials and the general public regarding statewide transportation plans and processes.
- As requested, serving on VTrans, TPI Program, or other statewide, regional and local transportation planning related task forces and committees.
- Engaging in and/or supporting VTrans specific transportation planning processes including but not limited to:
    - Active Transportation
    - Environmental planning with a transportation nexus
    - Multi-modal connections with Rail, Aviation, and other modes
    - Highway Safety
    - Safe Routes to School
- RPCs are encouraged to consult the Regional Transportation Plan during the review of projects which fall under Act 250
- Review of traffic impact studies of proposed development projects with potential impacts to the federal aid system and relative to the regional transportation plan.
- As requested by VTrans, support the Highway Safety Improvement Program (HSIP) and the development of a Safe Routes to School program (SRTS).
- RPC Transportation Planners may engage in work related to transportation aspects of environmental, cultural and natural resources.
    - This may include but is not limited to identifying environmental transportation connections such as wildlife corridors, roadway barriers and crossings, and conducting an inventory of Emerald Ash Borer within rights-of-way.
- As appropriate, support Public Transit planning through activities such as Public Transit Route Performance Analysis, assisting transit providers with planning & outreach, and assisting VTrans with public outreach as requested
- Conducting other duties, as necessary, to support and enhance the statewide planning process

Planning Tasks with Deliverables:

Task 3.2
Task 3.3

3.1 Statewide Transportation Plan Coordination

Task Due Date:	None
Task Timeframe:	As defined by project
Task Deliverable:	Outreach & participation as requested
Task Contact:	VTrans Planning Coordinator

Purpose: To enable consultative coordination between VTrans and the RPCs, and facilitate public involvement in statewide planning processes.

Information: VTrans is the lead agency in the development of many statewide transportation plans including but not limited to the Rail Plan, Freight Plan, Park & Ride Plan, Public Transit Plan, Bike and Pedestrian Strategic Plan, Public Involvement Guide, Resilience Improvement Plan, and the Long-Range Transportation Plan. VTrans relies on its long-standing relationship with the RPCs to assist in the development of these plans.

In FFY27, VTrans will engage the RPCs in the following state plan update(s):
Long-Range Transportation Plan – AOT Lead: Zoe Neaderland (Zoe.Neaderland@vermont.gov)
VT Strategic Highway Safety Plan – AOT Lead: Evelyn McFarlane (Evelyn.McFarlane@vermont.gov)

VTrans Role

- Oversee the update of the Long-Range Transportation Plan and engage and consult with RPCs throughout the project (as time and resources permit).
- Oversee the update of the Vermont Strategic Highway Safety Plan in consultation with safety stakeholders such as regional transportation planning organizations and the metropolitan planning organization
- Solicit RPC participation in relevant working groups, steering committees, and/or advisory committees.

RPC Role

- Assist VTrans in outreach to local officials and the public on VTrans managed planning projects.
- Participate in working groups and/or committees, as requested by VTrans, which may include meeting attendance, providing data, review and comment on document drafts and dissemination of information to TACs and the public.
- Provide Regional Plan sections and/or language relevant to Statewide plan updates as requested.
- Provide data to support state level efforts.

3.2 Rail Planning Coordination

Task Due Date:	March 31, 2027
Task Timeframe:	Periodic; As needed
Task Deliverable:	Spreadsheet with Priority Parcel(s)
Task Contact:	VTrans Planning Coordinator

Purpose: This task supports facilitation of goals outlined in the 2025 update to the Statewide Rail Plan to identify priority parcels with access to active freight rail for inter-modal use now or in the future and enhancing multi-modal connections to Amtrak.

Subject Matter Expert: Zoe Neaderland | Zoe.neaderland@vermont.gov
Collin Smythe | Collin.Smythe@vermont.gov

Resources:
VRAC: https://vtrans.vermont.gov/boards-councils/rail
Intermodal Rail Access Spreadsheet
2025 Vermont Rail Plan
2026 Vermont Freight Plan

Information: This task continues to support an initiative stated in the 2025 Statewide Vermont Rail and Freight Plans of maintaining the viability of industrial zoned parcels with access to active freight rail for multimodal use now or in the future and encourage the reactivation of underused priority parcels. It is an important step towards bringing dormant parcels back into use for shipping, receiving, or transloading from rail. There are opportunities for shippers and receivers not immediately on the rail line to benefit from last mile trucking to freight rail. Information regarding railroad valuation sheets is not publicly accessible and will require coordination with the RPC's VTrans Planning Coordinator to identify locations.

VTrans Role

- Provide resources for task guidance and template for RPCs to enter information about industrial sites
- Track progress of RPC efforts for incorporation into future Rail and Freight Plan updates.

RPC Role

- Enhancing multi-modal access to Amtrak to seek solutions to the last mile issues, such as wayfinding and parking
- Engage in or support intermodal rail access planning through the following activities:
    - Collaborate with municipalities/economic development partners/landowners to prioritize parcels based on the regional needs and local needs.
    - Coordinate with state/local stakeholders to increase awareness of priority parcels through collaboration.
    - Identifying industrial parcels to bring into use for the statewide Rail & Freight Plans may add support for efforts to remediate brownfield issues.
    - Sharing information with shippers and receivers about freight rail opportunities. This could be information about last mile access to transload sites or information about grants such as the VTrans 3-Legged Grant Program to improve sites that already have rail freight access. For more information about this Grant Program contact the VTrans Planning Coordinator.

3.3 Rail Trail Planning Support

Task Due Date: Work Plan: October 30, 2026
Wayfinding Data Update: March 1, 2027
TFBP Annual Task Calendar- various due dates
Task Timeframe: Ongoing
Task Deliverable: Annual Workplan;
Annual Wayfinding Data Update & TFBP Annual Task Calendar completion
Task Contact: Jackie Cassino, Rail Trail Program Manager
Jackie.Cassino@vermont.gov or (802) 505-8193

Purpose: Ensure the implementation of the Rail Trails Management Plans and the uniform implementation of Wayfinding Signage across the rail trail network. Trail operations are inclusive of wayfinding signage to ensure trail user orientation and safety along the trails, and to promote connectivity to resources such as cultural and historic sites, services, and destinations. The Vermont State Rail Trail Wayfinding Guidance provided the initial guidance on wayfinding signs. The Guidance outlines a consistent approach to off-route directional signs following the Manual on Uniform Traffic Control Devices (MUTCD) and the Vermont Sign Law (10 V.S.A. Chapter 21) for all State Rail Trails. Wayfinding signs along the Vermont Rail Trail System are based on the location of Trail Friendly Businesses (TFBs) and Points of Interest (POIs) identified by the Rail Trail Councils through the Trail Friendly Business Program.

Task Resources:

- Rail Trails Management Plans
- Vermont State Rail Trail Wayfinding Guidance
- Trail Friendly Business Program
- Trail Friendly Business Program Annual Task Calendar (separate document)

Task Information: This two-part task supports the implementation of goals outlined in the Rail Trails Management Plans. AOT is required to complete a recreational trail plan in order to utilize Surface Transportation Block Grant funds (23 U.S. Code § 206) and State mandated annual reporting requirement (19 V.S.A. § 10g).

Part 1: Annual Rail Trail Planning Work Plan- Working with the Rail Trail Council, develop an annual work plan based on the Rail Trail Management Plan Goals, Strategies, and Actions, as well as regional priorities. Regional Priorities can be linked to the Regional Plan. The annual work plan shall also include metric reporting, based on completion of tasks from the previous year (e.g. number of Rail Trail Council meetings held, percent participation, grants applied for and received, Management Plan specific actions completed, etc.).

Part 2: Wayfinding Data Update- Work with the Rail Trail Council and designated Downtown or Village organizations (as applicable) review and update TFB and POI data. Complete additional supporting tasks as identified below.

VTrans Role

- ***Part 1:***
  - Continue to provide support and lead specific tasks as identified in the Management Plans.
- ***Part 2:***
  - Provide program materials and website platform.
  - Lead statewide outreach to State Welcome Centers and the Agency of Commerce & Community Development.
  - Implement annual business surveys, trail user surveys, and user count data analysis.
  - Complete annual connection route analysis for any new TFBs and POIs.

- Update wayfinding signage.

RPC Role

- ***Part 1:*** Based on the Management Plans and Regional priorities, develop a one-page Annual Workplan outlining which goals the RPC will be working towards in the FFY with steps and benchmarks outlining progress on the goals throughout the year.
- ***Part 2:*** Support the management of the Trail Friendly Business Program. Additional task details and deliverables are located in the TFBP Annual Calendar of Action Steps.
  - Annual outreach to strategic partners such as municipalities, downtown organizations, Regional Development Corporations (RDC), and local Chambers, to provide a program overview and identify coordination opportunities **(Year-round).**
  - Annual outreach and engagement of local businesses (current and potential TFBP members) during the "enrollment period." Send Program Opt-Out notification to TFBs. **(January-February)**
  - Annual maintenance of mapping platform data (trail-friendly businesses and points of interest). **(March 1)**
  - Facilitate RTC review of new applicants. **(March RTC meeting)**
  - Annual outreach to appropriate venues (businesses, municipalities, etc.) regarding Program information needs (brochures, business directories, window clings). **(March 1)**
  - Distribute relevant program materials to TFBs, trailheads, and municipalities. **(May-October)**
  - Launch annual TFB Survey **(November 1)**

4.0 Data Collection & Management Overview

Data collection and management tasks support the statewide transportation planning process through the continued measurement and documentation of state, regional, and local transportation infrastructure asset condition, which in turn informs activities outlined in Tasks 2 and 3.

Task 4 Data Collection & Management eligible activities include but are not limited to:

- Supporting VTrans in inventorying and maintaining data documenting local transportation system asset conditions including but not limited to:
    - Highways
        - Surface Verification
        - Mileage
    - Bridges and culverts
- Supporting VTrans in inventorying state transportation infrastructure facilities including but not limited to:
    - Public transit
    - Park and Rides
    - Rail Trails
- Conducting recurring modal counts in coordination with VTrans including but not limited to:
    - Vehicular
    - Bicycle and Pedestrian
- In coordination with VAPDA, documenting and providing annual programmatic Performance Indicators
- Developing and maintaining statistics, GIS data and analyses that support statewide, regional and local transportation planning with regional and local land use and economic development plans and processes

Data Collection and Management Tasks with Deliverables:

Task 4.1
Task 4.2
Task 4.3
Task 4.4
Task 4.5
Task 4.6
Task 4.7
Task 4.8
Task 4.9
Task 4.10

4.1 Traffic Counts

Task Due Date:	September 30, 2027
Task Timeframe:	Year Round
Task Deliverable:	Traffic Counts
Task Contact:	Mandy Shatney | OSB, Data Section Manager Mandy.Shatney@vermont.gov or (802) 595-9341

Purpose: To compile and maintain records for all transportation related traffic count data paid for with federal funding. The Code of Federal Regulations (CFR), Title 23, Ch. 1, Subchapter J, Part 924.17 outlines the requirement for local road traffic to be reported as part of the Model Inventory Roadway Elements (MIRE). Additionally, the Highway Performance Monitoring System Field Guide states that, "All roads open to public travel are reported in HPMS regardless of ownership" shall be reported annually to FHWA. Ultimately, the traffic data is used in support of performance targets required by 23 CFR 490.109(d) and the Highway Safety Improvement Program.

Resources:

- VTrans Traffic Data Management System (MS2): https://vtrans.ms2soft.com/
- AOT – TPI Team SharePoint Site: AOT - TPI (Transportation Planning Initiative) Team - Documents - 4.1.1 Traffic Counts - All Documents
- FHWA Traffic Monitoring Guide: Traffic Monitoring Guide (TMG) | FHWA
- VTrans Annual Count Map: 2026 Coverage Counts

VTrans Role

- Provide the Traffic Count Spreadsheet Template for submitting with count data.
- Load RPC provided counts into the statewide database.
- Maintain online access to the statewide traffic count database at https://vtrans.ms2soft.com/.

RPC Role

- Provide VTrans with a ***minimum of 10*** traffic counts conducted by the RPC that have a minimum duration of two full weekdays, excluding holidays. Data provided should consist of:
    - Raw traffic count data files, including automatic traffic recorder count files, turning movement count files, and latitude/longitude for each location.
    - A completed Traffic Count Spreadsheet (VTrans to provide template).
    - Priority should be given to paved local roads.
        - Local roads are Federal Functional Class 6 rural roads and Federal Functional Class 7 rural and urban roads.
- Submit data collected according to guidance by September 30, 2026, unless counts are being collected after this date. Then submit as soon as possible before November 15th.
- Request that your count schedule be provided to VTrans no later than May 15th. This would allow VTrans to alter our schedule so as not to duplicate counted locations.

4.2 Non-Motorized Count Collection

Task Due Date:	November 1, 2026; December 31, 2026 for CY2026
Task Timeframe:	Seasonal
Task Deliverable:	Submit a minimum of 12 non-motorized counts
Task Contact:	Amanda Holland | Active Transportation Amanda.Holland@vermont.gov or (802) 917-2152

Purpose: To annually collect statewide non-motorized count data for use by VTrans, Regional Planning Commissions, and Municipalities. This supports a systemic and standardized approach to collecting bicycle and pedestrian volume data.

Resources:

- VTrans Non-motorized Count Guidance
- VTrans Non-Motorized Count Template (Spreadsheet)
- VTrans Non-motorized Count Location Map
- VTrans Nonmotorized Database System (MS2-NMDS): https://vtrans.ms2soft.com/.

VTrans Role

Provide data collection standard for non-motorized count collection to ensure compatibility with state standards.

- Provide the Non-Motorized Count Spreadsheet Template for submitting with count data.
- Provide technical assistance on data collection methods and site selection.
- Load RPC provided counts into the statewide database (MS2).
- Maintain online access to the statewide traffic count database (MS2).

RPC Role

- Provide a plan for Calendar Year 2027 that identifies a minimum of four count locations and a schedule for counting of each location three times by November 1, 2026.
- Conduct a ***minimum of 12*** non-motorized (bicycle and pedestrian) counts, according to the minimum guidelines provided in the VTrans Non-Motorized Count Guidance.
- Submit the Calendar Year 2026 count data and companion template, according to data standards, by December 31, 2026.

4.3 State and Municipal Park & Ride Counts

Task Due Date:	October 31, 2026; February 27, 2027; July 31, 2027
Task Timeframe:	3x a year
Task Deliverable:	Parking Space occupancy counts
Task Contact:	Collin Smythe, Systems Planning Coordinator Collin.Smythe@vermont.gov or (802) 498-4818

Purpose: Compile data on park and ride usage to track capacity, particularly as a lot gets close to capacity, and inform park and ride planning and scoping efforts.

Resources:
List of State & Municipal Park and Ride Facilities: http://parkandrides.vermont.gov/

Information:
Each RPC is requested to conduct parking space occupancy counts at all existing state-owned Park-and-Ride facilities, and municipal Park-and-Ride lots constructed or improved with State funds, in their respective region.

Guidelines for conducting counts:

Frequency	State lots shall be conducted 3-times per year in July, October and February. Municipal lots shall be conducted 2-times per year in October and February.
Target Timing	Counts for all lots shall be conducted between the hours of 10:00 am and 3:00 pm on a Tuesday, Wednesday or Thursday.
Temporal Considerations	Counting should **not** occur during a holiday week or when special events are scheduled.

RPC Role:
Enter data into an ESRI GIS-based collection app (Field Maps) by the last business day of each month counts are completed.

4.4 Town Highway Major Collector

Task Due Date:	Rolling as projects occur; not later than December 31, 2026
Task Timeframe:	October-December (Post-Construction Season)
Task Deliverable:	Reporting in Tool on Town Highway Changes
Task Contact:	Michael Trunzo | Mapping Unit, Asset Management & Planning michael.trunzo@vermont.gov | (802) 498-8306

Purpose: Assist the collection and transmission of municipal highway improvement data along the Town Highway Major Collector (TH MC) system to inform federal reporting of the statewide highway network.

Resources:
- Town Highway Major Collector Review App: THMC Mapping Tool
- Companion map for offline field work is available in the Field Maps mobile app by searching: "TPI Task 4.4 - TH MC Inventory Field Map"
- Vermont Functional Class and Federal Aid Web App: https://experience.arcgis.com/experience/f42fac148e724d8096a584bdb363e958/page/Current-Map
- Spreadsheets of Existing Data sent to each RPC

Information:
The Highway Performance Monitoring System (HPMS) is a national program for providing data that reflects the extent, condition, performance, use, and operating characteristics of the Nation's highways. It is the key source of data for Conditions & Performance (C&P) Report to Congress. Each State is responsible for collecting and submitting required data yearly. See www.fhwa.dot.gov/policyinformation/hpms.cfm for more background information on HPMS.

Highway improvement data, necessary for support of the HPMS program, includes information on any improvements related to major projects such as realignment (e.g., new bridge with changed alignment; smoothing out road curves, etc.) or reconstruction, projects such as paving and lane and/or shoulder widening. Bike lane additions are included in lane widening.

This data also includes surface type, lane width, shoulder width, and any notes relating to changes in posted speed zones, new signals, revised signal timings, or removed signals on a town highway major collectors.

VTrans expects the update of this information will require minimal time given the prior RPC efforts to establish the basic inventory, this task is for routine maintenance and updates to the inventory.

VTrans Role
- Provide a mapping tool for collection of information
- Provide a spreadsheet of all existing data on file at the AOT for the town highway major collectors broken out by RPC, town, and federal aid route number.
- Provide guidance about what information and roadways should be included in the RPC submittal.
- Submit information annually to FHWA.

RPC Role
- Collect highway improvement data on the TH MC system from municipalities for activities that occurred in the calendar year (January – December). Information can be precise (e.g., X change happened at this specific location) or general (e.g., a road project came through this section of road, and there might have been a change).

Submit information on infrastructure updates/changes in the mapping tool and/or by submitting project plans to VTrans anytime, but not later than December 31, 2026. If municipalities did not report changes to the TH MC system, communicate the non-report to satisfy task completion.

4.5 Town Road Surface Data Verification

Task Due Date:	September 30, 2027
Task Timeframe:	Year Round
Task Deliverable:	Review & verification of TH Surface Types against TH Classes
Task Contact:	Johnathan Croft | Mapping Unit Manager, Asset Management & Planning Johnathan.croft@vermont.gov or (802) 828-2600

Purpose: Improve the accuracy of data depicting municipally maintained town highways to inform mapping and modeling applications.

Resources:
Application for Task Submission: VTrans Road Surface Type Review
Task Guide: TPI_Guidance_4.5_Road Surface Type Verification - Detailed Guidance
User Guide: VTrans Road Centerline Spatial Data User Guide

Information:
Road surface type is a variable that informs both local and state planning efforts. Locally this information informs road inventories, asset management and capital budgeting activities. The Municipal Roads General Permit (MRGP) activities also rely on accurate road surface data. At the Agency, this data provides a validated paved and unpaved surface type to aid in town highway mapping, informs the Model Inventory of Roadway Elements (MIRE), and improves transportation calculations (e.g., modeling for vehicles miles traveled where mileage of paved or unpaved local roads is categorized differently).

VTrans has made strides to confirm and maintain the records for state-maintained facilities, however the Agency has not reviewed all the municipally maintained highways. To improve the accuracy of the surface classification for Class 2, 3, and 4 town highways, VTrans seeks input from the RPCs to confirm the data quality of the highway network. For example, an RPC may identify a 1.0-mile segment of town highway in which the road surface has been upgraded from gravel to pavement; or, a section of road that has been shifted to unimproved or impassable; or, roads where significant upgrades to gravel roads have brought a road from impassable to a usable gravel road.

VTrans Role
- Provide TPI_Guidance_4.5_Road Surface Type Verification, which includes detailed guidance on surface type determination and mechanism to convey data updates.
- Provide the Road Surface Type Review web application for use in flagging surface type changes.
- Provide access to the road centerline data (nightly features service) and associated User Guide.
- Communicate with municipalities during mileage updates on road centerline issues flagged by RPCs in their task review.

RPC Role
- To assist with estimating time expectations, refer to the mileage lists of each roadway class by Town and RPC summarized on the VTrans Mapping Publications Page.
- Review and verify the surface classification (6 categories of surface classification) for *ALL Class 2, 3, and 4 town highways* per municipality in the region. RPCs should prioritize changes to paved surfaces or removal of paved surfaces.
- Report road centerline issues identified during surface type review, such as changes to alignment, missing town highways, segments that have been taken out of service, or other inaccuracies that present themselves in the VTrans RDS data layer. This general data check or feedback about current road conditions and if that matches the data improves the accuracy of this dataset.
- Submit comments on the road surface data in the provided application. RPCs should complete this task by **September 30, 2026**.

4.6 Town Highway Bridge & Culvert Inventory

Task Due Date:	December 31, 2026
Task Timeframe:	October – January (post-construction season)
Task Deliverable:	Culvert Inventory recorded in VTCulverts
Task Contact:	Matthew Arancio | Planning Manager Matthew.Arancio@vermont.gov or (802) 793-7489

Purpose: Maintain an inventory of town highway bridges and culverts to support asset management and capital planning for municipalities.

Resources:
VT Culverts online platform www.VTCulverts.org
Bridge Inspection Reports: Structures NextGen - External

Information:
Each RPC is requested to assist municipalities in maintaining an inventory of the town highway culverts and bridges with spans less than 20 feet. RPCs will:

- Collect inventory data in a manner consistent with the VTCulverts data schema
- Record data in the VTCulverts online platform through FieldMaps app

RPCs should utilize the following criteria to guide the prioritization of municipal inventory efforts:

- Municipal inventories where the last full inventory is at least 10 years old, and the partial inventory update is over 4 years old.
- Municipal structures (bridge or culvert) that are under 20 ft (shorts and ultra-shorts) and prioritize areas that have not completed this effort.
- Municipalities that experienced damage from recent storm events.
- Municipalities that need assistance in tracking structures that experience repeat damage from flooding or erosion.

VTrans Role

- Support RPCs designated with maintaining the VTCulverts platform.
- Collate RPC reporting on status of municipal inventories and utilization of the VTCulverts platform.

RPC VTCulverts Platform Support Role

- Staff (Chris Dubin, CCRPC & Jeff Nugent, WRC) will continue to manage the database and provide technical assistance to RPCs through TPI Task 9.

RPC Role

- Aid municipalities in maintaining inventories based on the recommended prioritization criteria above. RPCs should assess opportunities to conduct a partial or full inventory of structures to meet the needs of the municipality.
- Input municipal bridge or culvert data (full inventory or individual structure updates) collected by the RPC into VTCulverts.
- Train and support municipal representatives on the use of the VTCulverts online platform to review and update their asset inventory.
- Report on the status of each municipality's inventory, as of the prior Calendar Year (January – December) by December 31, 2026. See template for specific reporting criteria.

4.7 Public Transit Bus Stop Capital Planning

Task Due Date:	February or March Regional Transit Provider Board Meeting
Task Timeframe:	October-March
Task Deliverable:	Present analysis to Regional Transit Provider; submit analysis to VTrans
Task Contact:	Dan Currier | Public Transit Coordinator Dan.J.Currier@vermont.gov or (802) 279-5236

Purpose: Evaluate public transit bus stop facilities to inform capital improvements that target accessibility (e.g., ADA) and mobility (e.g., connectivity). This task does not apply to the MPO.

Resources:
2021 VTrans Bicycle and Pedestrian Strategic Plan
TPI Sharepoint Rural Bus Stop Inventory
Example Bus Stop Capital Planning Documents: TRORC and RRPC

Information:
VTrans is required by the Federal Transit Administration (FTA) to ensure that recipients and subrecipients of Title 49 USC Chapter 53 Sections 5307, 5310, 5311 and other FTA assistance comply with all federal and state requirements as it pertains to Title VI and ADA. VTrans also requires that service to individuals with disabilities be equivalent to the service provided to other individuals with respect to response time, fares, geographic service area, hours and days of service, and capacity. Vehicles and transit facilities are required to be accessible to and usable by individuals with disabilities, including individuals using wheelchairs.

VTrans supports Vermont's public transit providers with capital investment funding for improvements to bus stops, including adding shelters and signage. VTrans is looking to RPCs to help inform these investments in bus stops and deepen our understanding of the statewide condition of assets. To accomplish this, VTrans is asking RPCs for annual capital planning analysis of existing bus stop inventory data to help identify strategic investment opportunities and inform the final requests for capital funding by the regional transit providers.

VTrans Role
- Review capital analysis and confirm selected capital investment
- Manage bus stop data assessment access

Public Transit Providers Role
- Mapped bus stop locations and data shared on the Vermont Open Geodata Portal (Public-Transit Stops from GTFS Data-Feeds).
- Manage bus stop data assessment access.
- Review capital analysis and confirm selected capital investment.
- Select desired new capital investment projects and apply for annual funding from VTrans.

RPC Role
- Conduct analysis of bus stop inventory data to identify strategic items for capital investment, include planning-level capital cost estimates.
- Submit analysis to regional transit provider and present findings at winter transit board meeting (typically February or March) to provide timely information as they develop their budgets and plan for capital investment applications that year.
- Submit analysis to VTrans.

4.8 Rail Trail Program Counts and Inventories

Task Due Date:	Culvert Inventories: 11/1/2026
Task Timeframe:	Inventories in field season Count Program Support: Ongoing
Task Deliverable:	Annual asset condition inventory (1/3 of culverts per trail) Annual Count Program Support
Task Contact:	Jackie Cassino, Rail Trail Program Manager Jackie.Cassino@vermont.gov or (802) 505-8193

Purpose: Regularly inventorying culverts is essential to prevent costly infrastructure failures, avoid flooding, and extend asset life. It ensures structural integrity, maintains proper drainage to protect trails, and facilitates environmental compliance for fish passage. A consistent, updated inventory helps identify, prioritize, and plan for maintenance or repairs. Data collected from annual inventories informs asset management and annual budgets.

The Rail Trail Count Program annually collects trail user data through continuous counts, supplemental counts, and intercept surveys. Understanding the user characteristics and use of the trail over time is critical to management of the system. The purpose of a count and survey program is to identify use patterns, user characteristics, user experience, and visitor behaviors. Use patterns and user experience information can support maintenance and operations activities as well as potential prioritization of future projects. Use patterns can also inform outreach and help to target trail promotion activities, maximizing the reach of the investment in the marketing program. User experience and visitor behavior data can further the understanding of the broader impact the trail resource may have on the surrounding communities, particularly in regard to economic vitality and healthy community objectives. Trail user count and survey data will provide benchmarks for these objectives and are therefore a critical component to the assessment of strategies and actions outlined in the Rail Trails Management Plans.

Task Resources:

- Small Culvert Inventory Field Manual
- Field Safety Guide
- Rail Trails Count Program Guidance Memo

Task Information: This two part task supports the implementation of goals outlined in the Rail Trails Management Plans. AOT is required to complete a recreational trail plan in order to utilize Surface Transportation Block Grant funds (23 U.S. Code § 206) and State mandated annual reporting requirement (19 V.S.A. § 10g).

Part 1: Small Culvert Inventories- Complete small culvert inventories annually.

Part 2: Count Program Support- Support annual trail user surveys and supplemental counts annually.

VTrans Role

- Provide technical assistance, training, and support for small culvert inventories.
- Continue to develop and implement the rail trails count program. *(ongoing)*
    - Develop and launch the Trail Count Dashboard.
    - Complete data validation.
    - Develop annual count report.
    - Support the RPCs with supplemental counts upon request, utilizing the Rail Trail Count Program Guidance

RPC Role

- ***Part 1:*** Assist AOT in the completion of small culvert inventories on rail trails. This will include an annual half-day field training/orientation, rail trail culvert inventory, data collection, and a monthly status report (which can be completed during a regular Coordination meeting).
- ***Part 2:***
    - Assist with trail user and intercept surveys; refer to the Rail Trail Count Program Guidance memo.
    - Complete supplemental and/or manual counts as needed.

4.9 Active Transportation Asset Data Collection

Task Due Date:	September 30, 2027
Task Timeframe:	Year Round
Task Deliverable:	Facility Attributes recorded in web application
Task Contact:	Amanda Holland Amanda.Holland@vermont.gov or (802)-917-2152

Purpose: Complete the second phase of data collection for the Vermont Active Transportation Web Map through population of asset attributes in VTrans data layers for municipalities in region.

Resources:
VTrans Bicycle and Pedestrian Strategic Plan (2021)
Vermont Active Transportation Web Map
VTrans ArcGIS RPC Group's Feature Services for data layers: access edit version of data layers
2019 Guidance for VTrans Bicycle Facility Inventory for On Road Facilities

Information:
The collection of additional information about Active Transportation assets supports the Statewide 2021 Bicycle and Pedestrian Strategic Plan (BPSP). This task assists in making progress towards BPSP Objective Nine through strategy 9.6, the BPSP is recommended reading to understand statewide goals and strategies and inform the work outlined below.

> **BPSP Objective Nine:** Identify existing, or develop future, data sources to measure the prevalence, safety, and health of people walking and bicycling.
>
> **BPSP Strategy 9.6:** Develop a process to share transportation related data (eg GIS data, count data, project data, etc) between groups (state agencies and external organizations) to help planning, design and prioritization of infrastructure which will encourage people to walk and bike.

The data gathered through this task will populate the Vermont Active Transportation Web Map to create a baseline information about Active Transportation assets statewide. This will assist VTrans and municipalities at the project level with infrastructure improvements as a part of the VTrans project development process and to inform annual VTrans Performance Metrics such as the Bicycle Level of Comfort Model.

Over the next three years, RPCs should anticipate collecting data annually for approximately 33% of their municipalities. Once a full inventory has been completed, RPCs and VTrans will establish a mutually agreeable cycle for updating this data.

VTrans Role

- Maintain active transportation infrastructure specifications to align with national standards.
- Distribute guidance and data dictionary by October 1, 2026
- Support a web application to facilitate attribute data collection

RPC Role

- Collect asset attributes on municipal bicycle and pedestrian infrastructure data within region to populate data schema fields.
- Maintain inventory of infrastructure in region according to the provided guidance. Enter changes to asset condition and/or accessibility as needed using the VTrans data application.
- Update approximately 33% of the inventories annually until region is mapped.

4.10 TPI Program Performance Reporting

Task Due Date:	June 30, 2027 & September 30, 2027
Task Timeframe:	Year-round
Task Deliverable:	Performance Indicator Spreadsheet & Annual Closeout Summary
Task Contact:	VTrans Planning Coordinator

Purpose: Track the TPI program's evolution and performance over time.

Resources: TPI Task Instructions

Task Information:
Since 2016, VTrans, in collaboration with the RPCs, has developed and tracked annual TPI program performance indicators. These indicators have been used jointly by the Agency and the Vermont Association of Planning & Development Agencies (VAPDA) for reporting purposes to FHWA, State Legislature, Agency of Administration (AOA), and incorporation into the VTrans Fact Book and VAPDA's Annual Report. RPCs are requested to track and submit annual performance indicators to VTrans utilizing an excel spreadsheet provided by VTrans. VTrans will then develop an Annual Performance Indicator Report that is provided to VAPDA. VTrans, in consultation with the VAPDA Transportation Committee and/or chair, will identify the performance indicators that will appear in the VAPDA Annual Report.

VTrans Role
- Provide guidance on how indicators should be measured and reported, including descriptions of indicator definitions and reporting templates.
- Compile RPC reported performance, conduct data validation as needed and identify the subset of indicators to present in annual reports.
- Provide selected performance indicators to VAPDA on or before September 1st for inclusion in the VAPDA Annual Report.
- Incorporate selected performance indicators into the VTrans Fact Book.

VAPDA Role
- Include the selected TPI Program transportation performance indicators in the VAPDA Annual Report prepared to reflect the prior state fiscal year (SFY) accomplishments.

RPC Role
- Track performance indicators throughout the duration of the TPI Work Plan cycle.
- Compile and maintain a list of planning projects completed as part of the TPI Work Program.
- Submit completed performance indicator template by June 30, 2027.
- Submit a list of completed planning projects by June 30, 2027.

5.0 Municipal Roads General Permit Support Overview

In 2018 and as stipulated by Act 64 of 2015, the Vermont Clean Water Act, the Agency of Natural Resources (ANR) Department of Environmental Conservation (DEC) created the Municipal Roads General Permit (MRGP). In January 2023, municipalities began the second cycle of this 5-year permit.

As part of the MRGP, municipalities are required to complete a comprehensive Road Erosion Inventory (REI) of hydrologically connected road segments and an associated Implementation Table Portal. Municipalities are also required to take corrective action on the non-complying road segments prioritized in the REI, annually report to DEC progress on compliance, and maintain REIs (e.g., update status of segments or assess segments as needed).

RPCs may support in a limited nature the MRGP given its nexus with the coordination of the statewide transportation planning process and inventorying of local transportation infrastructure asset condition. Eligible activities include:

- Facilitating access to and participation in the VTrans Better Roads Program
- Supporting outreach and education efforts in coordination with DEC and VTrans staff
- Participating in MRGP trainings and workshops
- Conducting REIs and/or supporting municipalities in their completion of REIs *after* the exhaustion of available Better Roads Category A Funding for REIs.

6.0 Other Planning Activities Overview

This task captures transportation planning activities that apply to a specific RPC or sub-set of RPCs to carry out a strategic initiative. These initiatives may evolve, occur at infrequent intervals, or may arise during the Fiscal Year. These initiatives are included in the TPI grant agreement if applicable to the RPC.

Examples include but are not limited to:

- Walk-Bike Summit Hosting
- Older Adults & Persons with Disabilities (O&D) Summit
- VTCulverts support
- Planning and Environment Linkages (PEL)

6.0 Other Planning Activities Overview

This task captures transportation planning activities that apply to a specific RPC or sub-set of RPCs to carry out a strategic initiative. These initiatives may evolve, occur at infrequent intervals, or may arise during the Fiscal Year. These initiatives are included in the TPI grant agreement if applicable to the RPC.

Additional tasks to be performed, including but not limited to:

- Complete "Existing Conditions" portion of a new comprehensive Regional Transportation Plan
    - Trend analyses including:
        1. Network evolution and utilization (All Modes)
        2. Network operation including locations and timing of recurring delay
        3. Network condition (State of Good Repair)
        4. Demographics including multi-scenario cohort component analysis
        5. Commute modes
        6. Vehicle curb weight and road surface wear
        7. Network maintenance costs and intraregional upkeep transfer payments
        8. Freight movements by mode in, out, and through the region
- Design and execute demonstration projects with member municipalities to field-test speed reduction strategies and lay the foundation for future village and downtown planning efforts.
- Retaining consults to perform or assist in the performance of any tasks included in this work plan.

FFY27 TPI Work Plan: Central Vermont Regional Planning Commission (CVRPC)

For the FFY27 TPI grant year, CVRPC will engage in work outlined in the FFY27 Transportation Planning Initiative Annual Work Program Guidance & Budget document and the following regional specific activities:

Task 2.0 Public Participation and Coordination

- Coordinate inter-regional efforts, such as clean water planning for inter-regional roads
- Planning, coordination, and outreach associated with designated Scenic Byways

Task 3.0 Planning

- Support development of Municipal Transportation Capital Improvement Plans
- Prepare and support the preparation of regional, subarea, corridor, and local transportation plans such as assessment of transportation problems, feasibility studies, and alternatives analyses
- Preparing and supporting the preparation of regional, subarea, corridor, and local transportation plans such as assessment of transportation problems, feasibility studies, and alternatives analyses
- Conduct or support multimodal corridor planning within region, especially Barre City to Montpelier corridor
- Coordinating and providing technical support for intermodal, multimodal and freight transportation planning activities; including bike/pedestrian systems planning
- Providing planning, technical assistance, and general transportation planning related grant support

Task 4.0 Data Collection & Management

- Maintain, distribute, and verify through local officials and business/community leaders future land use, demographic, and transportation network characteristics.
- Assist member municipalities in assessing disaster risk to local transportation infrastructure and developing appropriate responses including, but not limited to, mitigation, relocation, and retirement of existing facilities
- Develop and implement analytical methods to identify gaps in the connectivity of the transportation system

ATTACHMENT B
PAYMENT PROVISIONS

1. **Reimbursement:** The State agrees to reimburse the Subrecipient for actual expenses incurred or services provided by the Subrecipient in the performance of program functions outlined in the grant up to the total award amount stated on the Part 1 – Grant Award Detail, provided such services are within the scope of the grant agreement and are authorized as provided for under the terms and conditions of this grant agreement. Award of a grant agreement does not guarantee payment of any or all the total award amount stated on the Part 1 – Grant Award Detail.

2. **Remit Information:** The Subrecipient is responsible for providing the most current remit to information to the Agency of Transportation. If any information changes, please contact Business Support Services at the following e-mail to provide revised information: AOT.BusinessSupportServices@vermont.gov.

3. **Invoices:** Subrecipient shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the grant agreement number for this agreement, a unique invoice number and follow a consistent numbering process. Invoices submitted without a unique invoice number will be returned.

4. **Advanced Payments:** May be made upon approval of a written request for payment from the Subrecipient.

5. **Progress Payments:** The State shall pay, or cause to be paid, to the Subrecipient progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement. Requests for payment shall be accompanied by progress reports and be made directly to the State, for all work. Request for payment for Contractor activities shall be included with the Subrecipient's submittals but will be documented separately.

6. **Meal and Travel:** Reimbursement shall be determined by the terms set forth in the State of Vermont, Agency of Administration, Bulletin No. 3.5, Procurement and Contracting Procedures. The Bulletin can be found at: https://aoa.vermont.gov/bulletins

7. **Cost Categories:** During the performance of this grant, Subrecipient may increase or decrease any of the cost categories if the Subrecipient receives written approval from the contact listed on the Part 1 – Grant Award Detail in Section IV, State Granting Agency prior to submitting the charge and:

a) It is within the Total Award Amount in effect at the time of the adjustment.
b) It does not change the Scope of Work in Attachment A.
c) There is no modification to the Assistance Listing number(s) (ALN) provided in the original grant agreement.
d) It does not violate the terms of the grant to the State of Vermont from the granting agency.

8. **Prompt Payment:** The above payments shall be made promptly in accordance with applicable State and Federal regulations. The State shall seek to make payments within thirty (30) days of receipt of an error-free invoice from the Subrecipient.

9. **Third-Party In-Kind Contributions:** The value of third-party in-kind contributions are acceptable as the cost sharing or matching requirements for federal funding when claimed in accordance with 49 CFR 18.24 (a)(2) and written procedures approved by the State. See the attached line-item budget and budget narrative, Attachment B.

10. **Invoice Submittal:** Invoices shall be submitted to the contact listed on the Part 1 – Grant Award Detail in Section IV, State Granting Agency and the Regional Planning Coordination Team.

11. **Close Out:** A financial close-out report must be submitted within forty-five (45) days of the end date of the grant.

Exhibit II - Budget Detail by Task Category
FFY 2026 TPI Work Program

Regional Planning Commission: CVRPC
Date:

Task #	Task Description	Agreement Amount	
Task 1	Administration	$	60,458.96
Task 2	Public Participation and Coordination	$	24,121.62
Task 3	Planning	$	39,429.16
Task 4	Data Collection & Management	$	49,674.76
Task 5	Municipal Roads General Permit (MRGP) Support	$	2,692.68
Task 6	Other Planning Activities	$	88,412.82
Sub-Total	**Tasks 1 - 6 only**	**$**	**264,790.00**
Task 7	Bicycle and Pedestrian Planning Integration Program	$	-
Task 8	State Owned Rail Trails	$	-
Task 9	Other Planning Activities	$	-
Total	**All Tasks**	**$**	**264,790.00**

Exhibit III – Budget Detail by Expense Category
FFY 2026 TPI Work Program

Regional Planning Commission: CVRPC
Date:

1. Regional Planning Commission Staff: 2026 rate

Staff Position	Hours	Rate ($/hr)	Cost
Executive Director	175	$72.66	$ 12,715.50
Transportation Sr. Planner	922	$47.01	$ 43,337.93
Transportation/EM Planner	605	$50.64	$ 30,637.20
Planner K	205	$39.18	$ 8,031.90
Planner L	205	$35.03	$ 7,181.15
Natural Res. Planner	30	$37.31	$ 1,119.30
Administrative Staff	45	$29.05	$ 1,307.25
Natural Res. Sr. Planner	60	$54.12	$ 3,247.20
Land Use Planner	90	$47.09	$ 4,238.10
Comm. Dev. Planner	90	$52.70	$ 4,743.00
Energy Planner	70	$41.10	$ 2,877.00
Plan. Tech. 1	385	$19.38	$ 7,461.30
Plan. Tech. 2	385	$19.38	$ 7,461.30
Plan. Tech. 3	0	$19.38	$ -
Total Hours	**3,266.89**	**Total Staff**	**$ 134,358.13**

2. Indirect Cost:

Indirect Rate ($/hr)	Cost
73.00%	**$ 98,081.43**

3. Direct Costs:

	Cost
Contractual	$ 15,000.00
Travel	$ 5,000.00
Supplies	$ 300.00
Data/Ref	$ -
Postage	$ 800.00
Phone	$ -
Copies/Printing	$ -
Meetings	$ 3,000.00
Equipment	$ 8,250.44
Total Direct	**$ 32,350.44**

4. Consultant(s):

	Cost
Contractual	$ -
Travel	$ -
Equipment	$ -
Supplies	$ -
	$ -
Total Consultant(s)	**$ -**

Total for All Expense Categories (1-4)	**$ 264,790.00**

Exhibit IV – Time by Task by Cost Summary
FFY 2026 TPI Work Program

Regional Planning Commission: CVRPC
Date:

A. PERSONNEL (Hours by Task):

Task #	Task Description	Executive Director	Transportation Sr. Planner	Transportation/EM Planner	Planner K	Planner L	Natural Res. Planner	Administrative Staff	Natural Res. Sr. Planner	Land Use Planner	Comm. Dev. Planner	Energy Planner	Plan. Tech. 1	Plan. Tech. 2	Plan. Tech. 3	Total Hours			
1	Administration	30	150	100	0		10	0	0	10	10	0	15	15	0	340	60,458.9631	$	0.00205
2	Public Participation/ Coordination	40	113	75	0		20	20	0	0	0	10	5	5	0	288	24,121.6210	$	(0.00275)
3	Planning	25	116	85	40	40	0	25	10	40	40	40	35	35	0	531	39,429.1619	$	0.00301
4	Data Collection & Management	5	81	150	35	35	0	0	35	0	0	20	300	300	0	961	49,674.7598	$	0.00441
5	MRGP Support	5	9	15	0		0	0	0	0	0	0	0	0	0	29	2,692.6827	$	0.00028
6	Other Planning Activities	70	453	180	130	130	0	0	15	40	40	0	30	30	0	1118	88,412.8115	$	(0.01021)
	Sub-Total (Tasks 1-6) (Hours)	**175**	**922**	**605**	**205**	**205**	**30**	**45**	**60**	**90**	**90**	**70**	**385**	**385**	**0**	**3267**	264,790.0000	$	(0.00321)
7	Bicycle and Pedestrian Planning Integration Program	0	0	0	0			0	0							0			
8	State-Owned Rail Trails	0	0	0												0			
9	Other Activities	0														0			
	Total (All Tasks) (Hours)	**175**	**922**	**605**	**205**	**205**	**30**	**45**	**60**	**90**	**90**	**70**	**385**	**385**	**0**	**2882**			

B. OTHER DIRECT COSTS:

Task #	Task Description	Contractual	Travel	Supplies	Data/Ref	Postage	Phone	Copies/Printing	Meetings	Equipment	Total Direct ($)
1	Administration	$ 15,000.00	$ 5,000.00	$ 300.00	$ -	$ 800.00	$ -	$ -	$ 3,000.00	$ 8,250.44	$ 32,350.44
2	Public Participation/ Coordination										$ -
3	Planning									$ -	$ -
4	Data Collection/Management										$ -
5	MRGP Support										$ -
6	Other Planning Activities										$ -
	Sub-Total (Tasks 1-6) ($)	**$ 15,000.00**	**$ 5,000.00**	**$ 300.00**	**$ -**	**$ 800.00**	**$ -**	**$ -**	**$ 3,000.00**	**$ 8,250.44**	**$ 32,350.44**
7	Bicycle and Pedestrian Planning Integration Program										$ -
8	State-Owned Rail Trails										$ -
9	Other Activities										$ -
	Total (All Tasks) ($)	**$ 15,000.00**	**$ 5,000.00**	**$ 300.00**	**$ -**	**$ 800.00**	**$ -**	**$ -**	**$ 3,000.00**	**$ 8,250.44**	**$ 32,350.44**

DIRECT COSTS. Contract: Audit; design and planning services as needed (problem evaluation); design/layout for transportation program materials. **Travel:** Mileage, rooms, meals, conference/workshop fees. **Supplies:** Office and mapping supplies used specifically for the transportation program. **Data/Ref:** Reference materials, portion of cost of new data. **Postage:** In support of the transportation program. **Phone:** Calls or data plans specific to transportation program activities. **Copies/Printing:** Reproduction costs, including photocopies. **Meetings:** Meeting room space, legal notices, other associated costs. **Equipment:** Any eligible equipment purchased during the implementation of the grant agreement e.g. traffic counters and computer equipment.

C. COST PROPOSAL SUMMARY

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Indirect rate 73%

		Executive Director	Transportation Sr. Planner	Transportation/EM Planner	Planner K	Planner L	Natural Res. Planner	Administrative Staff	Natural Res. Sr. Planner	Land Use Planner	Comm. Dev. Planner	Energy Planner	Plan. Tech. 1	Plan. Tech. 2	Plan. Tech. 3					
	Rate	72.66	47.01	50.64	39.18	35.03	37.31	29.05	54.12	47.09	52.7	41.1	19.38	19.38	19.38					
Task #	**Task Description**															**Total Staff**	**Indirect**	**Direct**	**Consultant 1**	**Total Cost**
1	Administration	$ 2,179.80	$ 7,051.50	$ 5,064.00	$ -	$ -	$ 373.10	$ -	$ -	$ 470.90	$ 527.00	$ -	$ 290.70	$ 290.70	$ -	$ 16,247.70	$ 11,860.82	$ 32,350.44		$ 60,458.96
2	Public Participation/ Coordination	$ 2,906.40	$ 5,306.74	$ 3,798.00	$ -	$ -	$ 746.20	$ 581.00	$ -	$ -	$ -	$ 411.00	$ 96.90	$ 96.90	$ -	$ 13,943.14	$ 10,178.49	$ -		$ 24,121.62
3	Planning	$ 1,816.50	$ 5,442.47	$ 4,304.40	$ 1,567.20	$ 1,401.20	$ -	$ 726.25	$ 541.20	$ 1,883.60	$ 2,108.00	$ 1,644.00	$ 678.30	$ 678.30	$ -	$ 22,791.42	$ 16,637.74	$ -		$ 39,429.16
4	Data Collection/Management	$ 363.30	$ 3,812.88	$ 7,596.00	$ 1,371.30	$ 1,226.05	$ -	$ -	$ 1,894.20	$ -	$ -	$ 822.00	$ 5,814.00	$ 5,814.00	$ -	$ 28,713.73	$ 20,961.02	$ -		$ 49,674.76
5	MRGP Support	$ 363.30	$ 433.56	$ 759.60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,556.46	$ 1,136.22	$ -		$ 2,692.68
6	Other Planning Activities	$ 5,086.20	$ 21,290.78	$ 9,115.20	$ 5,093.40	$ 4,553.90	$ -	$ -	$ 811.80	$ 1,883.60	$ 2,108.00	$ -	$ 581.40	$ 581.40	$ -	$ 51,105.68	$ 37,307.14	$ -		$ 88,412.82
	Sub-Total (Tasks 1-6) ($)	**$ 12,715.50**	**$ 43,337.93**	**$ 30,637.20**	**$ 8,031.90**	**$ 7,181.15**	**$ 1,119.30**	**$ 1,307.25**	**$ 3,247.20**	**$ 4,238.10**	**$ 4,743.00**	**$ 2,877.00**	**$ 7,461.30**	**$ 7,461.30**	**$ -**	**$ 134,358.13**	**$ 98,081.43**	**$ 32,350.44**		**$ 264,790.00**
7	Bicycle and Pedestrian Planning Integration Program	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ -
8	State-Owned Rail Trails	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
9	Other Activities	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	Total (All Tasks) ($)	**$ 12,715.50**	**$ 43,337.93**	**$ 30,637.20**	**$ 8,031.90**	**$ 7,181.15**	**$ 1,119.30**	**$ 1,307.25**	**$ 3,247.20**	**$ 4,238.10**	**$ 4,743.00**	**$ 2,877.00**	**$ 7,461.30**	**$ 7,461.30**	**$ -**	**$ 134,358.13**	**$ 98,081.43**	**$ 32,350.44**		**$ 264,790.00**
		10999.31	57408.23	35315.76	2697.80	2697.80	984.60	2497.95	3242.20	6004.60	6729.80	904.75	7131.84	6531.06	9631.86					

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Attachment C: Standard State Provisions for Contracts and Grants

Revised: February 13, 2026

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

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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

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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.

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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. **Nondiscrimination:**

A. **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.

B. **IT Accessibility Standards:** Party acknowledges and agrees that any digital products, services, and content provided under this Agreement, whether supporting State programs or intended for the State's use, must adhere to the State's accessibility standards and guidelines as established by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) (hereinafter, for purposes of this subsection B, the "Rule"). The Rule requires communication and content on web platforms and mobile applications to meet or exceed specific success criteria and conformance requirements. The Rule applies to websites, software applications, electronic reports and output documentation, and training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), and other digital content. Information concerning the Rule and the State's Universal Digital Accessibility resources are available on the State's Communications and Marketing Office website at: https://cmo.vermont.gov.

i. Party warrants that the software, products, services, or subscriptions provided under this Agreement, whether supporting State programs or intended for the State's use (hereinafter, for purposes of this subsection B, "Products") comply with the Rule and agrees to defend, indemnify, and hold harmless the State against any claims related to a Product's non-compliance with the Rule.

ii. When updates or upgrades are made to the Products available through this Agreement, the Party agrees:

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a) to develop functionality that supports accessibility in conformance with the Rule and, if any issues arise due to nonconformance with the Rule, to provide alternative solutions upon request at no additional cost to the State; and

b) to document how the changes will impact or improve the Product's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the update or upgrade, occurring within an agreed timeframe sufficient for the State to review the changes and either approve them or request a remediation plan from the Party.

iii. If agreed-upon updates fail to improve the Product's accessibility or usability as planned, such failure shall be a material breach of 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

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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:**
    A. **Organizational Conflict of Interest (OCOI):** An OCOI arises when the Party as a business entity has an interest (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Agreement.
    B. **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an agent or employee of the Party could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Agreement.
    C. **Requirements:** Party shall not have PCOIs or OCOI's with respect to this Agreement nor with respect to any other agreement(s) it may hold with the State. To ensure that PCOIs and OCOIs do not exist, the Party shall:
        i. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Agreement.

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ii. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.

iii. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this Agreement for which the Party has identified a PCOI.

iv. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any non-disclosure agreement required by this Agreement.

v. Make an immediate and full disclosure, in writing, to the State point of contact for this Agreement of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Agreement.

D. **Remedies:**

i. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Party to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.

ii. If the State does not deem mitigation practicable, the State may terminate all or a portion of this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

iii. If Party fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

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,

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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

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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 State Provisions)

ATTACHMENT E
SPECIAL PROVISIONS

1. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.

2. **Work Product Ownership:** Upon full payment by the State, all products of the Subrecipient's work, including outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents become the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.

3. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this grant agreement shall be approved/reviewed by the State prior to release.

4. **Ownership of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the State under this grant agreement is provided on a loan basis only and remains the property of the State.

5. **Acquired Property:** All property acquired by Subrecipient, partially or wholly funded under this Agreement, is to benefit the public by providing planning services. Subrecipient is a trustee of said property and acknowledges that State and FHWA retain a controlling interest in all such property throughout its useful life. Title to vehicles, real property, and other property with an acquisition cost of $10,000.00 or more per item continues to vest in State until State relinquishes its property rights in writing after the expiration of the useful life of said property. The determination of the useful life of property is solely the decision of the Administrator acting for State and shall be consistent with State and FHWA guidance.

6. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.

7. **Davis-Bacon Act:** The subrecipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.

8. **Health Insurance Portability and Accountability Act (HIPAA)**: The confidentiality of any health care information acquired by or provided to the independent subrecipient shall be maintained in compliance with any applicable State or federal laws or regulations.

9. **Indirect Cost Rate Proposals:** A minimum of no less than annually, the Subrecipient will prepare an Indirect Cost Rate Proposal and supporting documentation as specified in 2 CFR 225, Appendix E, and certification by the Subrecipient's chief executive officer in the form

prescribed in 2 CFR 225, Appendix E, "Certificate of Indirect Costs". The Indirect Cost Rate Proposal and Certification will be for the period for which financial assistance is requested.

The indirect cost rate calculated in the proposal will be stated as a "fixed rate" and used in preparing the work program and budget submitted to the state in support of their application for financial assistance. The certification by the Subrecipient's chief executive officer will be included in the application.

The approved indirect rate will be stated in the financial agreement between the state and the Subrecipient as a "fixed rate" as defined in 2 CFR 225, Appendix E. In addition to stating the approved indirect rate in the financial agreement, the state will, upon the request of the Subrecipient, issue a letter to the Subrecipient confirming the rate approved for use, which the Subrecipient may use in informing other agencies awarding federal funds.

The "fixed rate" is not subject to adjustment during the period of performance of the financial agreement except upon Subrecipient's application, and State approval, to formally amend the Indirect Cost Rate Proposal. As a "fixed rate" the difference between the estimated costs and the actual, allowable costs for the period covered by the approved rate may be carried forward by the Subrecipient as an adjustment to the rate computation of a subsequent period.

The subrecipient will maintain the indirect cost rate proposal and supporting documents, and certification by the chief executive officer, for audit in accordance with 2 CFR 225 and as provided in the current Attachment C: Standard State Provisions for Contracts and Grants.

10. **Audit Requirement:** The independent audit specified in the current Attachment C: Standard State Provisions for Contracts and Grants, will include testing of the Indirect Cost Rate, and in-kind match in accordance with the latest approved procedure for implementing use of in-kind non-federal matching funds for UPWP tasks.

11. **Title VI Nondiscrimination Statement:** The State ensures compliance with Title VI of the Civil Act of 1964; 49 CFR, part 21; related statues and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, national origin, gender, age, or disability.

12. **Drug Free Workplace:** As an employer, the subrecipient is responsible for maintaining safe, efficient working conditions for its employees by providing a drug free workplace. Therefore, employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any State work site.

13. **Notice to Bidders – Cargo Preference Requirement.** The contractor is hereby notified that the Contractor and Subcontractor(s) are required to follow the requirements of 46 CFR 381.7 (a)-(b). For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: https://www.fhwa.dot.gov/construction/cqit/cargo.cfm.

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), ("*….which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964*.");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq), as implemented by 49 C.F.R. § 25.1 et seq.

ATTACHMENT G

Certificate of Indirect Costs

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

(1) All costs include in this proposal to establish billing or final indirect costs rates are allowable in accordance with the requirements of the Federal award(s) to which they apply to Title 48 CRF Chapter I Part 31. Unallowable costs have been adjusted for in allocating costs as indicated in the proposal.

(2) All costs included in the proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and VTrans will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Name of Regional Planning Commission: Central Vermont Regional Planning Commission

Signature: Christian Meyer Digitally signed by Christian Meyer Date: 2026.09.04 14:19:15 -04'00'

Name of Official: Christian Meyer

Title: Executive Director

Date of Execution: 9/3/2026

Docusign Envelope ID: 1A0866E3-A6B6-8436-82F9-A57E7339A565

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Agency of Transportation
219 N. Main Street, Barre, VT 05641
vtrans.vermont.gov

September 2, 2026

Christian Meyer, Executive Director
Central Vermont Regional Planning Commission
29 Main St, Suite 4
Montpelier, VT 05602

Subject: Indirect Cost Recovery Rate for FY2027 | Salary & Wage Basis

Dear Christian:

As a political subdivision of the State of Vermont and local government, the Central Vermont Regional Planning Commission must prepare its indirect cost proposal in compliance with 2 CFR Part 200. The Vermont Agency of Transportation (VTrans) Memorandum of Understanding MU0378, executed July 1, 2023, establishes the conditions for the preparation, submission, and approval of RPC indirect cost rates.

We have reviewed your proposed indirect cost rate of **73.00%** for use from July 1, 2026, through June 30, 2027, based on CVRPC's audited costs for FY2025. You have certified that the inputs and calculations used to arrive at this rate are, to the best of your knowledge, compliant, accurate, and true. Based on our review and your certification, VTrans accepts this indirect cost rate for conducting business with the Vermont Agency of Transportation during the period July 1, 2026, through June 30, 2027.

This acceptance is conditioned on continued compliance with 2 CFR part 200 and the terms of MOU MU0378 and is subject to adjustment should additional information warrant. VTrans reserves the right to audit this rate and to obtain information from CVRPC or its independent auditors regarding the procedures performed.

We look forward to continuing to work with you and your colleagues at Central Vermont Regional Planning Commission.

Sincerely,

Signed by:
Tracy M. Phillips
86045607B24144D...

Tracy M. Phillips, MPA
Vermont Agency of Transportation | Audit Chief

cc: Jeff Gibson – Financial Manager

ATTACHMENT H

PROCUREMENT SYSTEM SELF-CERTIFICATION

In Accordance With
2 CFR 200.318 General Procurement Standards
through 2 CFR 200.326 Contract Provisions

A. ORGANIZATION'S NAME:

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

B. ORGANIZATION'S ADDRESS:

29 Main Street, Suite #4, Montpelier, VT 05602

C. Grantee has submitted a copy of its most recently adopted document(s) dated April 6, 2026 that outline their Procurement System to VT Agency of Transportation Policy, Planning & Research Bureau. The System document(s) are also available for review at the organizations offices, upon request.

D. Organization Certification:

I, as the authorized official of the organization listed above, hereby certify that the Procurement System of the

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
(Organization's Name)

meets all the applicable requirements of 2 CFR 200 and where applicable, the Vermont State Administrative Bulletin 3.5.

Executed this 18 day of September, 2026.

BY: Christian Meyer

NAME: CHRISTIAN MEYER

TITLE: EXECUTIVE DIRECTOR

1. Federal Award No.
693JJ32440469
Amendment No. 0002

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
Central Vermont Regional Planning Commission
29 Main St Suite 4
Montpelier, VT 05602

Unique Entity Id.: L97JQHE86VX3
TIN No.: 03-0225677

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop W56-485
Washington, DC 20590

6. Period of Performance
07/03/2024- 12/31/2028

7. Total Amount

Federal Share:	$120,000
Recipient Share:	$30,000
Other Federal Funds:	$0
Other Funds:	$0
Total:	$150,000

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA260569PR

11. Federal Funds Obligated
$120,000

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
N/A for this amendment.

14. Description of the Project
Create a Safety Action Plan for the Central Vermont Region

RECIPIENT
15. Signature of Person Authorized to Sign

Christian Meyer 11/4/2026
Signature Date
Name: Christian Meyer
Title: Executive Director

FEDERAL HIGHWAY ADMINISTRATION
16. Signature of Agreement Officer

_____
Signature Date
Name: Phuc Nguyen
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the Central Vermont Regional Planning Commission (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Regional Safety Action Plan for Central Vermont.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Regional Safety Action Plan for Central Vermont

Application Date: 07/10/2023

2.2 Award Amount.

SS4A Grant Amount: $120,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Within the context of transportation planning, CVRPC specifically works toward promoting safe town centers and rural roads for all users. The CVRPC 2016, amended 2020, Regional Plan states that as a region, CVRPC will continue to conduct planning to address safety across the transportation network with an emphasis on locations identified through a data driven process, such as intersections or high hazard road segments. In developing a Safety Action Plan, CVRPC intends to continue and accelerate this work to drastically reduce fatalities and serious injuries on our regional highway network. CVRPC will do this by identifying site specific improvements and systemwide strategies to address various focus areas of concern. Among the preferred interventions the CVRPC would like to pursue are low-cost, high-impact strategies that can be quickly implemented to immediately improve safety conditions across all the region's town centers, villages and rural areas. CVRPC intends for the Safety Action Plan to leverage data and public input to identify and guide which strategies will be most effective.

The project will be completed in One phase as follows:

Develop a regional safety action plan identifying site-specific interventions and systemwide strategies to reduce crashes with a focus on injuries and fatalities.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
NEPA Completion Date:	01/07/2025
Planned Draft Plan Completion Date:	05/31/2027
Planned Final Plan Completion Date:	10/31/2027
Planned Final Plan Adoption Date:	02/29/2028
Planned SS4A Final Report Date:	06/30/2028

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$120,000
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$30,000
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$150,000

(b) Cost Classification Table – Reserved

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4
RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Reuben MacMartin
Senior Transport Planner
Central Vermont Regional Planning Commission
29 Main St Suite 4
802.262.1020
macmartin@cvregion.com

4.2 Recipient Key Personnel.

Name	Title or Position
Reuben MacMartin	Senior Transport Planner

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: W56-485
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Vermont
Agreement Officer's Representative (AOR)
PO Box 568, Montpelier 05601802.828.4423
vermont.fhwa@dot.gov

and

Paul Maloney, P.E.
Vermont Division Office Lead Point of Contact
Community Planner
PO Box 568, Montpelier 05601
802.828.4573
Jacqueline.leblanc@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "**AO**") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

N/A

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2. The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.

6.5 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: CVRPC Region: 23 Towns – Entirety of Washington County VT and 3 Towns in Orange County

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM AMENDMENT 0001

Scope:

Schedule: A 24-month extension to the period of performance is requested due to an extended period from summer 2025 through spring 2026 during which the organization was understaffed resulting in minimal advancement of the project. This was compounded by the logistical challenges of coordinating input from a substantial number of towns that lack administrative capacity and rely heavily on volunteers to function. Staffing levels are currently sufficient to complete the work given additional time.

Budget:

CHANGES FROM APPLICATION

Scope:

Schedule:

Budget:

The table below provides a summary comparison of the project budget.

	Application		Section 3.3	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds			N/A	N/A
Non-Federal Funds			N/A	N/A
Total Previously Incurred Costs			N/A	N/A
Future Eligible Project Costs				
SS4AFunds			N/A	N/A
Other Federal Funds			N/A	N/A
Non-Federal Funds			N/A	N/A
Total Future Eligible Project Costs			N/A	N/A
Total Project Costs			N/A	N/A

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E
LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. *(Identify the relevant actions from Attachment B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

CVRPC has an MBE/DBE/WBE Solicitation process that requires affirmative steps be taken to solicit bids from MBE/DBE/WBE by maintaining solicitation lists, dividing total requirements where feasible, partnering with SBA and MBDA, requiring contractors to take the same steps.

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A

RUTLAND REGIONAL PLANNING COMMISSION

AND

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

AMENDMENT FOR 604B 2025 SUBAGREEMENT

AMENDMENT #1

It is hereby agreed by and between the Rutland Regional Planning Commission (hereinafter called the RRPC) and Central Vermont Regional Planning Commission (hereinafter called CVRPC) that the Agreement effective 4/15/2026 shall be modified as follows:

1) 5. **Term of Contract**: This Agreement shall begin upon execution by the Parties. SUBRECIPIENT shall complete the work and submit the Final Invoice and Stus Reporting no later than Tuesday, December 15, 2026**.**
2) The agreement end date, wherever such reference appears in the agreement, shall be changed from September 15, 2026 to December 15, 2026.
3) **Deliverable Schedule for Subrecipient RPC's:**

	Milestone	Deliverable	Due Date	Payment Date
1	Project Initiation	-Executed Sub-grant – W-9 - Certificate of Insurance	4/10/2026	
2	Summary of Selected Project (s)	-Submit a narrative report of the Selected Project(s) and identify the **Eligible Activity Number(s)** being selected. The Activity Number corresponds to the planning activity outlined in Attachment A - Subrecipient RPCs may engage in one or more Projects. DEC recommends communicating with respective DEC Watershed Planner on Project(s) selection(s).	4/10/2026	
3	Invoice 1	Itemized invoice for Activity from Execution of Agreement through June 30, 2026.	7/15/2026	8/29/2026
4	Final Invoice and Status Reporting	- Itemized invoice from July 1, 2026 through December 15, 2026 - Final Report with Summary of Efforts (include the following where applicable to your selected project(s): A list of completed river basin assessments, water quality planning and assessment activities, and a summary of work on the statewide integrated watershed assessment tool)	12/15/2026	1/29/2027

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Standard Contract
CDBG_DR RIVER NAVIGATOR

Part 1 – Contract Detail			
SECTION 1 - GENERAL CONTRACT INFORMATION			
Original ☒		Amendment ☐ #_____	
Contract Amount: $5830.00	Contract Start Date: 10/1/26	Contract End Date: 12/31/2029	
Contractor Name: Chittenden County Regional Planning Commission			
Contractor Physical Address: 110 West Canal Street			
City: Winooski		State: VT	Zip Code: 05404-2109
Contractor Mailing Address: same			
City:		State:	Zip Code:
Contract Type: Cost Reimbursement ☒ Fixed Price ☐ Other ☐ (please specify)			
If this action is an amendment, the following is amended: Funding Amount ☐ Performance Period ☐ Scope of Work ☐ Other ☐ (please specify)			
SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)			
Contractor Duns/UEI:			
DUNS/UEI Registered Name *(if different than Contractor Name above):*			
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: Initials: SAM Expiration Date:			
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment. Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: Initials: Debarment Expiration Date:			
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: Initials:			
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx. Print screen must be placed in contract file)) Date: Initials:			
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: Initials:			

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: 9/2/26 Initials: KAC

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒ [Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: Initials:

Contract Total Value exceeds $250,000? Yes ☐ No ☒

(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 9/2/26 Initials: KAC

SECTION 3 – FUNDING SOURCE

Awarding Entity: ACCD-VCDP

Contract #: 07110-DR-PG-2025-CVRPC-63

Funding Type: ☐ Federal CFDA/ALN #: 14.269
Program Title: CDBG-DR
☐ State
☐ Municipal
☐ Other Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION

CVRPC

Project Contact/Coordinator
Name: Keith Cubbon
Title: Planner
Work Phone: 802-262-1022
Email: cubbon@cvregion.com

Finance/Billing
Name: Jeff Gibson
Title: Finance Manager
Work Phone: 802-229-0389
Email: gibson@cvregion.com

CONTRACTOR

Project Contact/Manager
Name: Dan Albrecht
Title: Program Manager
Work Phone: 802-846-4490 ext. 129
Email:

Finance/Billing
Name:
Title:
Work Phone:
Email:

Part 2 – Contract Agreement

STANDARD CONTRACT FOR SERVICES

This Subgrant Agreement, by and between the Central Vermont Regional Planning Commission, Vermont (Grantee) and the Chittenden County Regional Planning Commission, a non-profit organization incorporated under the laws of Vermont, with its principal place of business at Winooski, Vermont, is effective this 1st day of October, 2026, the first day on which all parties hereto have executed it.

1. **DEFINITIONS**. As used in this document, the words and phrases set forth below shall have the following meanings:

   A. **"Agency"** means Vermont Agency of Commerce and Community Development.

   B. **"Agency Procedures"** means the Agency procedures for the Vermont Community Development Program, as they may be amended from time to time. A copy may be found in the VCDP Grants Management Guide or online at http://accd.vermont.gov/community-development/funding-incentives/vcdp/grants-management-guide.

   C. **"CDBG"** means Community Development Block Grant, a federally funded HUD program that provides annual grants on a formula basis to states, cities, and counties to develop viable communities by providing decent housing and suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C 5301 et seq.

   D. **"Grant"** means the Vermont Community Development Program grant awarded to the Central Vermont Regional Planning Commission, the terms of which are memorialized in Grant Agreement #07110-DR-PG-CVRPC-63, including all attachments and amendments thereto.

   E. **"HUD"** means the U.S. Department of Housing and Urban Development.

   F. **"National Objective"** means the specific goals and purposes of this project set forth in Attachment A of the Grant Agreement.

   G. **"Project"** means the project as described in Attachment A of the Grant Agreement.

   H. **"Subgrant"** means the CDBG funds granted to Subgrantee by Grantee and the restrictions on its use required by federal and state law, regulation and procedure and the Grant and Subgrant Agreements.

I. **"Subrecipient"** means a person or entity that receives a grant or loan from a Subgrantee and that contributes to the achievement of the National Objective for the project set forth in Attachment A of the Grant Agreement.

J. **"VCDP"** means the Vermont Community Development Program.

2. **CONSIDERATION AND INCORPORATION OF GRANT AGREEMENT.** Grantee makes this subgrant to Subgrantee pursuant to, and as consideration for Subgrantee's activities as set forth in the Grant Agreement, which is incorporated herein by reference, and a copy of which Subgrantee and Grantee maintain in their respective files.

3. **SURVIVAL OF THIS SUBGRANT AGREEMENT.** This Subgrant Agreement shall survive any closing contemplated hereunder. All obligations pursuant to this Agreement shall continue until the Agency has determined that the National Objective has been achieved.

4. **PURPOSE OF THE SUBGRANT.** The purpose of this Subgrant shall be to support the Project and the achievement of the National Objective, as described in Attachment A of the Grant Agreement. The proceeds of this Subgrant shall be used solely for Subgrantee's specific activities in connection with the Grant.

5. **TERMS OF THE SUBGRANT**

A. This Subgrant is in the amount of Five Thousand Eight Hundred and Thirty dollars ($5830.00). More detail in Attachment B.

B. The Subgrantee stands in the shoes of the Grantee. All requirements of federal and state laws, regulations and procedures that apply to the Grantee also apply to Subgrantee.

C. If the VCDP determines and informs Grantee in writing that Subgrantee has not achieved the National Objective and has little likelihood of doing so, and that therefore Grantee may be required to reimburse the Agency for all or a portion of the Grant funds, Grantee may require reimbursement of all or a portion of the Subgrant funds from Subgrantee.

MONITORING REQUIREMENTS

Monitoring is **REQUIRED** under this Agreement. Monitoring will include *(select all that apply; monitoring is based on the Risk Assessment)*:

Subrecipient:

- Reviewing financial and performance reports required by the subaward.
- Monitoring of pass through requirements.
- Comparison of actual accomplishments to Agreement objectives.
- Significant developments.

6. SUBGRANTEE'S REPRESENTATIONS

A. CERTIFICATIONS: Subgrantee hereby makes the following additional certifications, in form satisfactory to Grantee, that, as of the date of execution of this Agreement:

1. Subgrantee is in good standing with respect to, or in full compliance with a plan to pay, any and all federal, state and local taxes, to the extent Subgrantee is subject to taxation.

2. Subgrantee is current on or is in full compliance with a plan to pay, any and all financial obligations.

3. There are no liens, judgments or other encumbrances on the Property involved in the Project, other than those of record, or disclosed to the Agency prior to the execution of the Grant Agreement, or disclosed no later than at the execution of this Subgrant Agreement; and

4. Subgrantee's representations with respect to the financial and operational aspects of the business in the written documents previously provided to the Grantee remain accurate and not misleading.

7. SUBGRANTEE'S COVENANTS

A. NATIONAL OBJECTIVE: Subgrantee commits to achieve the National Objective of this project as identified in Attachment A of the Grant Agreement, and to maintain documentation as may be required by the Grant Agreement and otherwise necessary to clearly demonstrate that Subgrantee has achieved the National Objective.

National Objective
The National Objective of Low and Moderate Income (LMI) will be met by the completion of a planning study to promote more resilient long-term mitigation and recovery efforts that have the potential to primarily benefit LMI individuals.

B. SECTION 3: If applicable, Subgrantee shall comply with Section 3 requirements in accordance with 24 CFR 75 Subpart C to provide economic opportunities in connection with this project, to the greatest extent feasible, to low and very low income persons residing within the area in which the project is located and to Section 3 businesses. Section 3 requirements shall be included in bid documents, and the "Section 3 Clause" shall be attached to all contracts executed in connection with this project. For more information and the Section 3 Clause see HUD Regulations.

C. BUY AMERICA, BUILD AMERICA (BABA): If applicable, Subgrantee shall comply with BABA requirements in accordance with the Build America, Buy America Act of 2021 that all iron, steel, manufactured products, and construction materials* used in infrastructure projects are produced in the United States and adhere to the outlined Buy America preference as it pertains to articles,

materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. BABA requirements shall be included in bid documents, and the "BABA Clause" shall be attached to all contracts executed in connection with this project. For more information and the BABA Clause see HUD's guidance on BABA implementation.

D. INSURANCE: For a period beginning with the execution of this Grant Agreement and continuing for at least 5 years after the Completion Date, Subgrantee shall take out, pay for and keep in full force, insurance on the Collateral against such risks, in such amounts, with such insurance carrier, and with such loss payable clause as shall be satisfactory to Grantee, and shall furnish Grantee with the satisfactory evidence of such insurance.

E. NOTICE OF CHANGE: Subgrantee, its successors and assigns, for a period of five years from the Completion Date set forth in the Grant Agreement, shall give timely notice to the Grantee and to the Agency should there be the anticipation of a sale of all or a portion of the facility assisted using CDBG funds to any person or entity who will use it for any changed purpose; of discontinuance of operation of all or a portion of the facility; or of material alteration or expansion of its purpose of function. All such actions shall constitute a default, in which case Grantee shall have all options available at law as may be required to protect or recapture the funds made available through the VCDP.

F. CLOSEOUT AGREEMENT: If required by the Grant Agreement, Subgrantee shall enter into and comply with the terms of a Closeout Agreement.

G. REPORTS: Subgrantee shall submit financial and operational reports to Grantee as Grantee may reasonably request, and Grantee shall have access to the records of the Subgrantee during normal business hours or as arranged in advance. Subgrantee's failure to provide such information as requested, and/or the provision of information that appears to be inaccurate or incomplete, unless remedied within 15 days, shall constitute an event of default.

H. NO FINANCIAL CHANGE: Subgrantee shall make no material change in the financial or operational aspects of its business, specifically including but not limited to the borrowing of additional money, the granting of additional liens significantly altering the plan for capital expenditures, salaries of partners or employees, or Subgrantee's product or service, without the prior written consent of Grantee, except as otherwise provided for in this Subgrant Agreement.

I. SUBGRANTEE FINANCIAL MONITORING WORKSHEET: Subgrantee shall complete a Subgrantee Financial Monitoring Worksheet that complies with Subrecipient Monitoring per the Uniform Guidance and upload the documentation to the Agency's online grants management system (GEARS).

8. PASS THROUGH PROVISIONS. In addition to binding Subgrantee, the following provisions shall be included in all contracts between Subgrantee and any other contractor related to the project, and shall bind all such other contractors. Found in Attachment C and D.

A. CONFLICT OF INTEREST: Subgrantee agrees to comply with the requirements of Section VII(B) of Attachment D to the Grant Agreement, and Agency Procedures, Chapter 9 and Chapter 10, Section 10.3

1. In addition, in order to avoid a conflict of interest or the appearance of undue influence, if any officer of Subgrantee or a member of Subgrantee's Board of Directors is employed by Grantee or holds an elective or appointive municipal office in Grantee, such person shall not participate in any discussions regarding, attend any public hearing concerning, vote upon or take any action with respect to any matter involving this Agreement or the Project for the longer period of:

   a) from the date of execution of this Agreement until five years after the Completion Date set forth in the Grant Agreement, or
   b) during a person's tenure with Grantee and for one year thereafter.

2. No person described in paragraph 1 of this section, nor any person with whom such a person has family or business ties, may participate in a decision-making process or gain inside information with regard to the activities funded by the VCDP, obtain a financial interest in or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, for the applicable time period set forth in paragraph 1.

3. A loan may be made by Subgrantee to an officer, director or employee of Grantee, Subgrantee, or a Subrecipient, but only if the prospective borrower is one of the low or moderate income persons intended to be the beneficiaries of the assisted activity, providing the loan will permit such prospective borrower to receive generally the same interest or benefit being made available or provided to the intended beneficiaries, and the prospective borrower engages in no activities prohibited by subsection 1 of this section Chapter with respect to the prospective borrower's loan.

4. RETENTION OF AND ACCESS TO RECORDS: Subgrantee shall comply with the requirements of Section XIV of Attachment D to the Grant Agreement and Agency Procedures, Chapter 3.

5. Financial records, supporting documents, statistical records, and all other records pertinent to this VCDP project shall be retained in accordance with Agency Procedures, Chapter 3.

6. Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee, Subgrantee or any Subrecipient pertaining to the receipt and administration of Vermont Community Development Program funds, as may be necessary to make audits, examinations, excerpts, and transcripts.

B. LABOR and EQUAL OPPORTUNITY: To the extent applicable, Subgrantee will administer and enforce the Davis-Bacon Act [40 USC 276a et seq.]; the Federal Fair Labor Standards Act [29 USC 201 et seq.]; and the Contract Work Hours and Safety Standards Act [40 USC 327-333]. Subgrantee

will comply with the Copeland Anti-kickback Act of 1934, [18 USC 874 and 40 USC 276c]; Executive Order 11246 (Equal Employment Opportunities) as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto [41 CFR 60]; and Section 3 of the Housing and Urban Development Act of 1968 [12 USC 1701u] as amended, (equal employment and business opportunities) and the regulations at 24 CFR 75 Subpart C. Subgrantee will also comply with the requirements of Section X of Attachment D to the Grant Agreement, and the requirements of Title 21, V.S.A. Chapter 5, Subchapter 6, (495-495h), relating to fair employment practices, and Title 9 V.S.A Chapter 139, Sections 4503 and 4504, relating to fair housing practices.

C. ENVIRONMENTAL: Subgrantee will comply with the Clean Air Act (42 U.S.C. 7401-7671q and the Federal Water Pollution Contract Act (33 U.S.C. 1251-1387), as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

D. LOBBYING: Subgrantee shall not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment).

E. INTERPRETATION: This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont and the laws of the United States of America, where applicable.

9. MISCELLANEOUS PROVISIONS

A. REVISIONS AND AMENDMENTS: Revisions and amendments to this Subgrant Agreement shall only be made pursuant to Section XIX of Attachment D to the Grant Agreement. All amendments to this Subgrant Agreement shall be reduced to writing and shall be executed by all parties to the document. Subgrantee acknowledges that the Agency may require an amendment to this Agreement to ensure, or enhance the possibility of, Subgrantee's achieving the National Objective. A copy of any amendment to this document shall be submitted to the Agency for its approval prior to execution of the amendment.

B. PARAGRAPH TITLES: The titles to the paragraphs of this Agreement are used solely for purposes of identification and are not to be construed as affecting the meaning of the language of the paragraphs.

C. NOTICE ADDRESSES: Subgrantee and Grantee shall give one another notice pursuant to this Agreement at the addresses set forth below for each, and shall keep the other informed in any change of address for notice purposes:

Grantee: CVRPC
29 Main Street,
Suite #4
Montpelier, Vt, 05602

Subgrantee: CCRPC
110 Canal Street
Winooski, VT
05404-2109

10. DEFAULT AND REMEDIES

A. DEFAULT: If any of the following events of default shall occur without being cured within 30 days from the date that written notice of such default is received by Subgrantee from Grantee, Grantee, in its sole discretion, may convert this Subgrant into a Loan, and the resulting Loan shall immediately become due and payable.

B. The following events shall constitute events of default:

1. the Agency's determination that Subgrantee has failed to achieve the National Objective.

2. The Agency's determination that Subgrantee has failed to comply with all applicable provisions of the Grant Agreement.

3. Grantee's determination that Subgrantee has failed to perform any of Subgrantee's obligations under this Subgrant Agreement.

4. Grantee's determination that Subgrantee has failed to perform as required by any document that secures this Subgrant.

C. REMEDIES: If Subgrantee fails to cure any breach or default prior to the expiration of the 30 day notice period, Grantee may demand repayment of all or a portion of the Grant, or invoke any other remedy allowed by the Grant Agreement, this Subgrant Agreement, or any other document related to this Subgrant, or by law.

D. REMEDIES CUMULATIVE: All remedies provided in this agreement are distinct and cumulative to any other right or remedy under this agreement, or otherwise at law, and may be exercised concurrently, independently or successively.

E. FORBEARANCE NOT A WAIVER: Any forbearance by Grantee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Contract Term. The period of contractor's performance shall begin on October 1, 2026 and end on December 31, 2029.

12. Prior Approvals. Approval by the Executive Director is required for all contracts. If approval by the CVRPC Executive Committee is required, (greater than $25,000), neither this contract nor any amendment to it is binding until it has been approved by the Committee.

Approval by the Executive Committee is required.

13. 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 CVRPC and Contractor.

14. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

15. Attachments. This contract consists of __41___ pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work to be Performed
Attachment B - Payment Provisions and Monitoring & Reporting Requirements
Attachment C - Standard Agreement Provisions (effective date 02/13/26)
Attachment D - Provisions for Federally Funded Agreements (if applicable)
Attachment E - Other Provisions (if applicable)

16. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

1) Standard Contract
2) Attachment E (if applicable)
3) Attachment D (if applicable)
4) Attachment C (Standard Agreement Provisions)
5) Attachment A (Scope of Work to be Performed)
6) Attachment B (Payment Provisions and Monitoring & Reporting Requirements)

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

For the CVRPC:		**For the Contractor:**	
Signature:	_____	Signature:	_____
Name:	Christian Meyer	Name:	_____

Title:	Executive Director	Title:	
Date:		Date:	

ATTACHMENT A

Scope of Work to be Performed

Objective:

The National Objective of Low and Moderate Income (LMI) will be met by the completion of a planning study to promote more resilient long-term mitigation and recovery efforts that have the potential to primarily benefit LMI individuals.

To effectively mitigate and adapt to flood risks in our downtowns and villages, planning must extend beyond the borders of individual municipalities to consider mitigation and adaptation opportunities at the watershed scale and how municipalities can act in a coordinated manner. When limited to local or simplistic modeling and projects within their jurisdiction, municipalities may overlook viable solutions to flooding that could exist just beyond their borders. Flood mitigation studies typically occur at the bridge, floodplain restoration, or community scale and often fail to leverage the latest technologies and flood modeling techniques. This narrowly scoped approach to planning leads to communities making isolated decisions without considering the full range of upstream and downstream effects of projects or the complete spectrum of best possible mitigation solutions - solutions that may be more effective or cost-efficient than the ones immediately within their municipal control. In contrast, adopting an approach that recognizes the interconnectedness of water systems can provide a foundation for interjurisdictional evaluation of flood mitigation projects and empower researchers at the forefront of flood resiliency to tackle challenging questions. This will enable communities to cultivate a long-term, collective vision for the region that enhances flood mitigation and fosters economic prosperity.

Activity(s) to be Performed:

Task 1 - Winooski Flood Resilience Collaborative (WFRC): Planning and supporting communities for four watershed-wide convenings of municipal leaders.

Deliverables: Attendance at four watershed-wide convenings, meeting minutes, attendance lists

Task 2 - One-on-one engagement: Meet with flood-impacted communities to share findings from modeling task Multi-objective Alternatives Analysis. Engage local leaders to support their processes for integrating findings and planning for flood resilience.

Deliverables: Document municipal meetings, participants, and projects identified.

ATTACHMENT B-FWR

Payment Provisions and Monitoring & Reporting Requirements

PAYMENT PROVISIONS

The Party shall provide the services listed in Attachment A to CVRPC at the rates listed in the scope of work attached to this Agreement.

The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The Party will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of the Standard Contract.

CVRPC agrees to compensate the Party for services performed as defined in the Scope of Work, up to the maximum amount, provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this grant.

Payment. Work performed will be paid as follows:

COST REIMBURSEMENT (TIME AND MATERIALS):

Actual costs up to the Agreement maximum as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement, and in accordance with the Party's written hour and cost estimate submitted and approved prior to the start of work. Invoices shall be submitted monthly and by the 15th of following month billing is for and identified by task.

CCRPC will submit invoices to CVRPC identifying the personnel and the time worked, the rate being charged, and the service(s) performed upon which payment will be based.

The CVRPC shall pay, or cause to be paid, to the Party payments as defined above. Requests for payment shall be accompanied by progress reports and be made directly to the CVRPC for all work.

The CVRPC shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs should be itemized in accordance with the payment provisions.

The Party shall immediately notify CVRPC if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. In the case of a cost reimbursement agreement, the Party

will supply a new estimate for CVRPC approval. CVRPC is not obligated to authorize additional expenditures. The Party will not be reimbursed for any services or expenses which have not been previously approved by CVRPC.

Invoicing. The Party shall submit invoices to CVRPC as noted above. Charges will be separated by task as designated by CVRPC in proposal or bid documents and shall include the estimated task amount and total charges billed by task to date. If Party is working under more than one Agreement with CVRPC, Party shall invoice each Agreement separately. Progress reports shall accompany all invoices and shall describe work completed during the invoice period.

All invoices shall be sent to: CVRPC Executive Director
Email: meyer@cvregion.com
29 Main Street, Suite 4
Montpelier, VT 05602

CVRPC Project Manager
Email: cubbon@cvregion.com

The CVRPC will seek to make payments within forty-five (45) days of receipt of an invoice from the Party. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the project manager, CVRPC reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the CVRPC.

MONITORING REQUIREMENTS

Monitoring is **REQUIRED** under this Agreement. Monitoring will include *(select all that apply; monitoring is based on the Risk Assessment)*:

Subrecipient:

- Reviewing financial and performance reports required by the subaward.
- Training and technical assistance on program-related matters.
- Monitoring of pass through requirements.
- Comparison of actual accomplishments to Agreement objectives.
- Reasons why established goals were not met.
- Significant developments.
- Site visits as warranted by program needs.
- Arrangement for agreed-upon-procedures engagement (§200.425) [audit services].
- Verification that subrecipient is audited as required by Subpart F-Audit Requirements.

- Consideration of whether audit results necessitate on-site reviews, other monitoring, and/or adjustments to CVRPC's own records.
- Issuance a management decision for audit findings pertaining to a Federal award (§200.521).
- Consideration of enforcement action for noncompliance (§200.338)

REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

- Regular Progress Reports submitted with invoices. Invoices to CVRPC will identify the personnel and the time worked, the rate being charged, and the service(s) performed upon which payment will be based. Including documentation of meetings held (community or regional) and attendance lists.

- Other reports as may be required by the funding agency.

Regular Progress Reporting. Accompanying each invoice will be a succinct and specific report on the progress that has been achieved on the Party's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Party is invoicing for reimbursement.

Significant Development Report. The Party must report the following events by e-mail to CVRPC's Project Manager as soon as possible after they occur:

1) Developments that have a significant favorable impact on the project.
2) Problems, delays, or adverse conditions which materially impair the Party's ability to meet the objectives of the award.

Other Reports. CVRPC's funding agency may request or require other reports during the Agreement period. If CVRPC's requires Party's assistance to complete this reporting, Party shall provide the necessary information requested by CVRPC.

CVRPC must submit _quarterly_ reports to the _Vermont Community Development Program_. It is imperative that the Party supply the CVRPC with the necessary information so that the CVRPC can provide these reports in a timely manner.

Periodic reports, certified by an authorized agent of the Party, shall be submitted as required. Failure to submit timely, accurate, and fully executed reports shall constitute an "Event of Default" and will result in a mandate to return the funds already disbursed under this agreement, and/or the withholding of current and future payments under this Agreement until the reporting irregularities are resolved to the CVRPC's satisfaction.

Attachment C: Standard State Provisions for Contracts and Grants

Revised: February 13, 2026

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. **Nondiscrimination:**

    A. **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.

    B. **IT Accessibility Standards:** Party acknowledges and agrees that any digital products, services, and content provided under this Agreement, whether supporting State programs or intended for the State's use, must adhere to the State's accessibility standards and guidelines as established by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) (hereinafter, for purposes of this subsection B, the “Rule”). The Rule requires communication and content on web platforms and mobile applications to meet or exceed specific success criteria and conformance requirements. The Rule applies to websites, software applications, electronic reports and output documentation, and training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), and other digital content. Information concerning the Rule and the State’s Universal Digital Accessibility resources are available on the State’s Communications and Marketing Office website at: https://cmo.vermont.gov.

        i. Party warrants that the software, products, services, or subscriptions provided under this Agreement, whether supporting State programs or intended for the State's use (hereinafter, for purposes of this subsection B, “Products”) comply with the Rule and agrees to defend, indemnify, and hold harmless the State against any claims related to a Product’s non-compliance with the Rule.

        ii. When updates or upgrades are made to the Products available through this Agreement, the Party agrees:

a) to develop functionality that supports accessibility in conformance with the Rule and, if any issues arise due to nonconformance with the Rule, to provide alternative solutions upon request at no additional cost to the State; and

b) to document how the changes will impact or improve the Product's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the update or upgrade, occurring within an agreed timeframe sufficient for the State to review the changes and either approve them or request a remediation plan from the Party.

iii. If agreed-upon updates fail to improve the Product's accessibility or usability as planned, such failure shall be a material breach of 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:**
    A. **Organizational Conflict of Interest (OCOI):** An OCOI arises when the Party as a business entity has an interest (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Agreement.
    B. **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an agent or employee of the Party could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Agreement.
    C. **Requirements:** Party shall not have PCOIs or OCOI's with respect to this Agreement nor with respect to any other agreement(s) it may hold with the State. To ensure that PCOIs and OCOIs do not exist, the Party shall:
        i. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Agreement.

ii. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.

iii. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this Agreement for which the Party has identified a PCOI.

iv. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any non-disclosure agreement required by this Agreement.

v. Make an immediate and full disclosure, in writing, to the State point of contact for this Agreement of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Agreement.

D. **Remedies:**

i. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Party to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.

ii. If the State does not deem mitigation practicable, the State may terminate all or a portion of this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

iii. If Party fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

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 State Provisions)

OTHER PROVISIONS (CDBG-DR STANDARD PROVISIONS)

I.Subject Matter:

(A) This Agreement is funded, in whole or in part, through a grant provided to the Agency by the United States Department of Housing and Urban Development (HUD) under Title I of the federal Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5301 *et seq.* (the "Federal Act"), and via appropriations made in Public Law 118-158. Pursuant to the Federal Act, the State of Vermont has elected to administer the federal program of Community Development Block Grants (CDBG) through the Agency, and the Community Development Block Grant – Disaster Recovery program (CDBG-DR). The Agency, in accordance with the provisions of the Vermont Community Development Act, 10 V.S.A. chapter 29 (the "State Act"), has awarded CDBG-DR funds for the purpose of supporting the Grantee's community development program. This Agreement shall be governed by all applicable provisions, as amended, contained in the Federal Act, the CDBG Regulations (24 CFR Part 570), the CDBG-DR Universal Notice and associated HUD guidance, the State Act, and the Grants Management Guide, including the Agency Procedures contained therein, whether specifically referred to in this Agreement or not.

II.Obligations of Grantee.

(A) Agreements to be in Writing. The activities required by this Agreement shall be performed by the Grantee or one or more subrecipients, such as a subgrantee or borrower, or one or more third parties such as a contractor or subcontractor, pursuant to one or more written contracts consistent with this Agreement. When the term "subrecipient" is used herein it shall mean a person or entity that receives a subgrant or loan from the Grantee hereunder to contribute to the achievement of the National Objective set out in Attachment A.

(B) Liability of Grantee. The Grantee shall remain fully liable and obligated for compliance with this Agreement notwithstanding the subgranting, lending or contracting with any third party(s). The Grantee shall require any third party to comply with all applicable provisions of this Agreement, shall provide a copy of this Agreement to any such third party, and shall, when appropriate, attach and incorporate by reference this Agreement to any contract with such third party.

(C) Documents. The Grantee understands that the filing of documents with the Agency does not require that the Agency review and comment upon any such documents. It shall be the Grantee's sole responsibility. Filing of such documents with the Agency or use of model documents provided by the Agency shall in no way diminish Grantee's obligations hereunder.

(D) Municipal and/or Corporate Policies and Forms.

(1) Grantee shall have duly adopted municipal or corporate policies as set forth below, and shall file copies of such policies with the Agency:
   (a) Equal Employment Opportunity
   (b) Fair Housing
   (c) Use of Excessive Force (municipal only)
   (d) Use of CDBG-DR funds for Federal Lobbying
   (e) Drug-Free Workplace
   (f) Code of Ethics
   (g) Subrecipient Oversight Monitoring Policy
   (h) Whistleblower Protections
   (i) Texting While Driving Policy
   (j) Violence Against Women Act

   The Grantee may have previously adopted the above policies and filed copies of the same with the Agency. No duplicate filing shall be required if Grantee certifies such facts.

(2) Grantee shall duly adopt and file the following with the Agency: Form GAR-1: Resolution to Accept the Grant Agreement

(E) Public Hearing. The Grantee shall hold a public hearing prior to the Completion Date to afford its residents the opportunity to review and comment on the program results and overall performance. The hearing shall be publicly warned at least fifteen (15) days in advance, stating the purpose of the hearing, with the notice appearing in a newspaper of general circulation in the municipality. Written minutes and a summary of public comments shall be filed with the Agency with the Final Program report.

(F) Publicity. If the Grantee or Subrecipient issues a press release or public communication pertaining to the Project assisted by this Agreement, it shall include a statement that the project is funded by a CDBG-DR grant awarded by the Agency of Commerce and Community Development and shall reference the Total Award amount. Any construction sign posted at the Project Site shall identify that funding is provided by the U.S. Department of Housing and Urban Development through a CDBG-DR grant awarded by the Agency of Commerce and Community Development.

(G) Continuing Obligations. Grantee's obligations under Sections XI (Monitoring and Reporting), XII (Audits), XIII (Completion Certificate) and XIV (Retention of and Access to Records) shall survive the termination of this Agreement.

III.Program Costs.

(A) Allowable Costs. The Grantee may incur only such costs as are reasonable and necessary for the Project and are allocable and allowable under the Agency Procedures, Chapters 5 through 7 and federal regulations 2 CFR Part 200. Expenditures not specifically authorized may not be incurred without prior written approval by the Agency.

(B) Cash-in Kind. Cash and cash-in-kind contributions made by the Grantee shall follow the criteria established by the Agency Procedures, Chapter 8.

(C) Impermissible Expenditures Pending Environmental Review. The Grantee shall not incur costs for Project activities, except as provided in Subparagraph (D) below, until the Environmental Review required by §104(g) of the Federal Act has been completed and the Agency has issued the "Notice of Release of Funds."

(D) Allowable Expenditures Pending Grant Agreement. As of the Award Date (Award Start Date), reasonable costs may be incurred for Environmental Studies, Planning, General Administration, Program Engineering and Design, and Public Information. Any Project activities performed by the Grantee in the period between the Award Date and the execution of this Agreement shall be performed at the sole risk of the Grantee.

(E) Completion and Closeout. All costs other than General Administration must be obligated or expended prior to the Completion Date (Award End Date). All CDBG-DR funds (other than those related to Closeout) must be liquidated or paid within thirty (30) days after the Award End Date. No CDBG-DR funds may be obligated after the Completion Date except for those General Administration activities required to close out the Grant, such as the Final Program Report, Single Audit (if required), and Closeout Agreement. All obligations must be liquidated prior to closeout.

(F) Agency Review of Expenses. At any time during the performance of this Agreement, or upon receipt of the Final Program Report and the Final Audit Report, the Agency may review any or all costs incurred by the Grantee and any or all payments made. Upon such review the Agency shall disallow any items of expense which are determined to be in excess of approved expenditures and shall inform the Grantee of any such disallowance by written notice.

(G) Disallowance of Expenses. If the Agency disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Agency may deduct and/or withhold the amount of disallowed costs from any future payments under this Agreement or require that such costs be refunded to the Agency.

IV. Requisition of CDBG-DR funds.

(A) CDBG-DR funds may be requisitioned as advances and/or reimbursements, except as provided in paragraph (C), below. The Grantee shall establish procedures to ensure that any CDBG-DR funds in excess of $5,000 are expended within ten (10) calendar days of receipt in Grantee's depository account and shall ensure that any subrecipient shall conform to such procedures.

(B) The Grantee shall not requisition CDBG-DR funds for amounts that are withheld from contractors or subcontractors to assure satisfactory completion of the work. These amounts may be requisitioned when the Grantee makes final payment, including the amounts withheld.

(C) If applicable, the Grantee shall attach a BABA Certification of Compliance to all AIA G702 "Application and Certification for Payment" forms submitted as supporting documentation for requisitions, for qualifying projects. See, Sec. VII(G) Compliance with the Build America, Buy America Act (BABA), below.

(D) The Secretary may suspend the requisition of advances should it be determined that the Grantee is unwilling or unable to establish and comply with procedures to minimize the time period between cash advances and disbursement. Payments to the Grantee shall then be made only as reimbursement for actual cash disbursements.

(E) The Grantee shall expend CDBG-DR funds on a pro rata basis with Other Resources, unless otherwise authorized by the Agency.

(F) If CDBG-DR funds are needed prior to their availability due to Grant requirements or conditions, the Grantee and/or one of the project parties must seek bridge financing to meet any expenses that cannot be delayed. The expenditure of bridge financing must comply with all Grant requirements, including the environmental review process.

(G) If the project's non-general administration budget comes in under budget, CDBG-DR funds in an amount proportionate to the unused portion of the total budget (CDBG-DR funds and Other Resources) shall be returned to the Agency. Such amounts may not be reallocated to other activities.

(H) If the project's general administration budget comes in under budget, the unused portion shall be returned to the Agency. The expenditure of CDBG-DR funds for General Administration must be maintained at the ratio set out in the Project Budget, Attachment B.

V. Bank Accounts for CDBG-DR funds.

(A) Depository Accounts.

(1) Funds disbursed pursuant this Agreement shall be deposited in a separate, non interest-bearing account, dedicated to CDBG-DR funds, and held in the name of and under the ownership of the Grantee. Any interest earned on funds in the depository account shall be remitted to the State for subsequent return to the United States Treasury. Funds held in the depository account shall be under the control of the Grantee's treasurer, and shall be paid out only on orders drawn by officials authorized by law to draw such orders.

(2) Accounts established in the name of the Grantee and into which Program Income or housing rehabilitation escrow funds are deposited shall conform to the requirements of subparagraph (A)(1) of this Paragraph, except that such accounts may be interest bearing.

(3) All depository accounts shall be fully insured by the Federal Deposit Insurance Corporation (FDIC) or its equivalent. Any balance exceeding such coverage must be collaterally secured by U.S. Government obligations.

(B) Fidelity Bond Requirements. All individuals who are authorized to deposit receipts and/or pay out funds from any of the accounts covered by this Paragraph shall have fidelity bond coverage in an amount commensurate with the total losses which might be incurred.

(C) Other Accounts. The Grantee shall require that accounts involved with the activities covered by this Agreement which are established by Subrecipients or entities retained for the purposes of administration of this grant be secured as required in Subparagraph (A)(3) and that persons who are authorized to make deposits into or pay out funds from any such accounts have fidelity coverage as required in Subparagraph (B).

VI. Financial Management.

The Grantee shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used for or obtained under this Agreement. Such system shall:

(A) Maintain separate accounting records and source documentation for the activities funded under this Agreement and provide accurate financial information in the Progress Reports and any other status reports in the form specified by the Agency;

(B) Provide for accurate, current and complete disclosure of the financial status of the Program and for the expenditure of any Other Resources listed in the Project Budget, Attachment B;

(C) Establish records of budgets, receipts, and expenditures for each activity and demonstrate the sequence and status of receipts, obligations, disbursements, and fund balance;

(D) Be consistent with generally accepted accounting principles and support the program and/or single audit(s) requirements set forth in Agency Procedures, Chapter 21; and

(E) Include a subrecipient monitoring policy that requires the Grantee to exercise oversight monitoring of grant funds that are disbursed to a sub-recipient, to ensure the funds are properly managed (See Agency Procedures, Chapter 19). The Grantee shall also require the sub-recipient to complete the Financial Monitoring Worksheet. The policy must include a provision requiring all entities handling the federal funds to maintain a separation of powers and duties between individuals tasked with accounting and expenditure approvals.

VII. Procurement Procedures.

(A) The Grantee may use established procurement procedures which reflect applicable State and local laws and regulations, provided that these procedures meet the requirements of the standards set forth in the Agency Procedures, Chapter 10. This Agreement and the Agency Procedures shall in no way be construed to relieve the Grantee of contractual obligations outside of this Agreement.

(B) Conflict of Interest.

(1) In the procurement of supplies, equipment, construction, and services by the Grantee, all members of the legislative bodies, officers or employees of the Grantee, or their designees, Subrecipients, or agents, or other persons who exercise any functions or responsibilities with respect to the program shall be bound by the provisions of Agency Procedures**,** Chapters 9 and 10.

(2) The Grantee shall include or cause to be included, provisions covering conflict of interest consistent with the requirements of this Paragraph in all contracts with third parties.

(3) The Grantee shall not employ any employee of the Agency.

(C) The Grantee shall be responsible, in accordance with good administrative practices and sound business judgment, for the settlement of any contractual or other issues arising out of procurement obligations set forth herein.

(D) Prior to entering into agreements with third party recipients (contractor, subcontractor, architect, engineer, etc.), the Grantee and any subrecipient (subgrantee/borrower) shall ensure that each third party recipient of the funds provided under this Agreement is not included on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs (www.sam.gov) in accordance with Executive Orders 12549 and 12689; nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-

contracting/debarment Documentation of compliance with this requirement shall be kept with other program documents and shall be available for review upon request.

(E) Compliance with Section 3 of the Housing and Urban Development Act of 1968. Grantee and Subgrantees/Borrowers shall ensure compliance with 24 CFR 75 Subpart C when employment or contracting opportunities are generated because a Section 3 Project: housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $300,000. The threshold is $150,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. Preference shall be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing and to Section 3 business concerns which provide economic opportunities to low- and very low-income persons residing in the community where the project is located or service area. Additional information on Section 3 compliance can be found at: https://www.hud.gov/program_offices/field_policy_mgt/section3

(F) Compliance with Davis-Bacon and Related Acts.
Grantee and Subgrantees shall ensure compliance with the Davis Bacon Act, including its prevailing wage and reporting requirements, for construction contracts paid with funds under this Agreement in excess of $2,000.

Grantee and Subgrantees shall also ensure compliance with all other applicable federal labor requirements including the Copeland Anti-Kickback Act and the Contract Work Hours and Safety Standards Act. Additional information on these and other applicable Federal Labor Standards Requirements can be found in the Agency's Grants Management Guide, Chapter 7 at http://accd.vermont.gov/sites/accdnew/files/documents/CD-VCDP-GMG-FLSandDB-Chapter.pdf and on HUD's website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/sech/13441.

(G) Compliance with the Build America, Buy America Act (BABA).
If applicable, Grantee and Subgrantees shall ensure compliance with BABA, including requirements that all iron, steel, and building materials incorporated into qualifying infrastructure projects must be manufactured in the United States, subject to phased implementation, guidance and waivers issued by HUD.

Grantee and Subgrantees shall require the Contractor(s) and Architect(s) to sign a BABA Certification of Compliance to be attached to all AIA G702 "Application and Certification for Payment" forms submitted with requisitions. Grantee and Subgrantees

shall maintain documentation supporting BABA compliance for a minimum of three (3) years.

(H) Compliance with CDBG-DR Regulations and Universal Notice.
Grantee and Subgrantee shall ensure compliance with the CDBG-DR Universal Notice, and all associated regulations and guidance as issued by HUD.

VIII. Bonding Requirements.

(A) For construction or facility improvement where the contract is for less than $100,000, the Grantee may follow its established procedures. In the event the Grantee has no established procedures in place, the requirements of subparagraph (B) hereof shall be met.

(B) For contracts or subcontracts exceeding $100,000, the provisions of the Agency Procedures, Chapter 11 on bonding requirements shall be followed. If bonds are required, they shall be in such form and amount as provided in the Agency Procedures, Chapter 11.

(C) Where bonds are required, they shall be procured from a surety company registered and licensed to do business in the State of Vermont and countersigned by its Vermont registered agent.

IX. Program Income.

Except as may be provided in Special Conditions (Attachment A), Program Income and Unrestricted Revenue generated by the use of funds granted pursuant to this Agreement will be administered in accordance with the policies set forth in Agency Policy 2.4.1 – Procedures to Determine Timely Expenditures CDBG-DR, Section IV. CDBG-DR Program Income and Unrestricted Revenue.

X. Equal Opportunity and Americans with Disabilities Act.

No person shall on the ground of race, color, religion, national origin, sex, sexual orientation, gender identity, ancestry, place of birth, age, or physical or mental condition, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the activities covered by this Agreement.

XI. Monitoring and Reporting.

(A) The Grantee shall monitor the activities covered by this Agreement, including those of contractors and subcontractors, to assure that all program requirements are met.

(B) From time to time, as requested in writing by the Agency, the Grantee shall submit such data and other information as the Agency may require. The Grantee shall submit or cause

the submission of progress and financial reports to the Agency in a format prescribed by the Agency and according to the schedule required by the Agency.

(C) The Final Program Report shall be submitted as the report for the period which ends with the Completion Date. The Grantee shall submit a Final Program Report no later than thirty (30) days following the Completion Date. Evidence of a public hearing held in conformance with Paragraph II of this Agreement shall be filed with the Agency as part of the Final Program Report, which shall consist of, at a minimum, the hearing notice and the minutes taken.

XII. Audit(s).

(A) Grantees must complete and submit the State of Vermont's Subrecipient Annual Report annually within 45 days after the grantee's fiscal year end. All submissions of both original and revised Subrecipient Annual Reports must be submitted through the online form, and the State is no longer accepting the Subrecipient Annual Report paper versions via mail or email. Grantees must go to this link to submit their original or revised Subrecipient Annual Reports at: https://finance.vermont.gov/suppliers-and-grantees, select "Subrecipient Annual Report" link and complete the online form. For Common Subrecipient Annual Report questions visit: https://finance.vermont.gov/training-and-support/faqs-and-glossaries/grants-faq/sar.

(B) The Grantee shall arrange for an independent financial and compliance audit (or audits) of all CDBG costs and activities undertaken during the Period of Performance. In compliance with the Single Audit Act of 1984, as amended, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance, the Compliance Supplement for the Code of Federal Domestic Assistance (CFDA) 14.228, and Agency Procedures, Chapter 21, the Grantee shall determine whether a single audit or a program audit is required.

(C) The Grantee shall submit to the Agency an Interim Audit Report(s) and/or Final Audit Report covering the Period of Performance under this Agreement. An audit that covers a portion of the Period of Performance, or a portion of all expenditures, is defined as an Interim Audit. A Final Audit is the audit that covers all CDBG grant funds; or if there is an Interim Audit, the audit that covers the balance of any remaining unaudited CDBG-DR funds through the Completion Date, or beyond if necessary.

(D) Any contract or Agreement entered into by the Grantee and a Subgrantee shall contain language requiring the Subgrantee to comply with the federal Uniform Guidance, 2 CFR Part 200.

(E) If any expenditure is disallowed as a result of any Interim Audit Report(s) and/or Final Audit Report, the obligation for reimbursement to the Agency shall rest with the Grantee.

XIII. Completion Certificates.

(A) A Certificate of Program Completion shall be issued to the Grantee when the Agency determines that all required work under this Agreement has been satisfactorily completed, including the execution of a Closeout Agreement if applicable and the submission of the Final Program Report, the Interim Audit Report(s), and/or the Final Audit Report. The Agency must determine that all program and financial compliance issues have been addressed and that the findings and/or concerns, if any, of monitoring reports, program reports, and audit reports have been resolved and cleared in writing.

XIV. Retention of and Access to Records.

(A) Financial records, supporting documents, statistical records, and all other records pertinent to this CDBG-DR Grant shall be retained in accordance with the Agency Procedures, Chapter 3, and in accordance with the CDBG-DR Universal Notice and associated guidance, which requires retention of records for a minimum of three (3) years after the end of any applicable compliance period.

(B) Authorized representatives of the Agency, HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the receipt and administration of Vermont Community Development Program funds, as may be necessary to make audits, examinations, excerpts, and transcripts.

(C) Any contract or Agreement entered into by the Grantee that relates or pertains to this CDBG-DR Grant shall contain language comparable to Subparagraph (B) above so as to assure access by an authorized party(s) to the pertinent records of any subrecipient, contractor, or subcontractor.

(D) The Final Program Report, Interim Audit Report(s) and/or Final Audit Report shall be maintained with other program documents available for public review, and at least one copy must remain in the Grantee's files.

XV. Administrative Sanctions.

(A) The Grantee shall receive notice from the Agency in the event of a failure to submit a timely progress report. No disbursement of grant funds shall be made if such failure continues after thirty (30) days from the date of notice. The Agency shall, in its discretion, determine whether to disburse funds during the notice period.

(B) The Grantee shall receive a Notice of Delinquency from the Agency in the event of a failure to submit timely Interim or Final Audits, Final Program Reports, Closeout Agreement Proposals, or Closeout Annual Reports. The Grantee shall not be eligible for further CDBG-DR funds if such failure continues after thirty (30) days from the date of notice, and, in addition to the remedies provided under this Agreement, may be subject to any action available to the Agency at law or equity.

(C) Resolution of Monitoring Findings - The Agency shall notify the Grantee of any issues identified through monitoring by providing a monitoring report containing the Agency's monitoring results, including any Findings or Concerns. No further disbursement of grant funds shall be made under this Agreement until the Agency's Findings and Concerns have been resolved in a manner satisfactory to the Agency. Grantee shall not

be eligible for further CDBG-DR funds if such resolution is not achieved within thirty (30) days of the date of the monitoring report, and, in addition to the remedies provided under this Agreement, may be subject to any action available to the Agency at law or equity.

XVI. Termination for Convenience.

The Agency and the Grantee may terminate the grant in whole, or in part, when agreed that the continuation of the program would not produce the benefits anticipated hereunder, and shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Agency may allow full credit for non-cancellable obligations, properly incurred prior to termination.

XVII. Suspension or Termination for Cause.

(A) Upon reasonable notice to the Grantee at any time prior to completion, the Agency may suspend this Agreement in whole or in part, may withhold further payments, or may prohibit the Grantee from incurring additional obligations of CDBG-DR funds if it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement or that the continued costs to be incurred will not produce benefits of comparable value. The Agency shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

(B) The Agency may terminate this Agreement at any time prior to completion, after reasonable notice and opportunity for hearing, when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement or that the continued costs to be incurred will not produce benefits of comparable value. The Agency shall promptly notify the Grantee, in writing, of the determination and reasons for the termination, together with the effective date.

XVIII. Appeals and Waiver of Enforcement.

(A) Appeals from the decisions or actions of the Agency may be made to the Secretary through the provisions of the Agency Procedures, Chapter 18.

(B) No waiver by the Secretary of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce such provision upon subsequent breach or default, nor waiver of the right to enforce any other provision hereof.

XIX. Budget Revisions and Amendments.

(A) Budget Revisions. The Grantee may, after providing written notice and justification to the Agency, make a one-time revision of the amounts listed in the "CDBG-DR funds" column of 4. Sources and Uses in Attachment B – Payment Provisions and Project Budget, provided that:

(1) the aggregate impact is no more than ten (10%) percent of the Maximum Amount, listed as the "Total" item in the "CDBG-DR funds" column;

(2) the Maximum Amount is not increased; and

(3) there is no change to budgeted amounts for General Administration or Program Management Activities (indicated by CDBG Code suffix of "13") without prior written approval of the Agency.

(B) Amendments.

(1) Any change or deviation from this Agreement not specifically identified in subparagraph (A) hereof, including extensions of time for completion and budget revisions in excess of ten (10%) percent, shall constitute an amendment of this Agreement and shall only be effective when reduced to writing and signed by or on behalf of the Agency and the Grantee. No more than one amendment for changes which in the view of the Agency are not substantial, shall be permissible. The Agency will not allow any amendment which would substitute the funded activity.

(2) The Grantee shall notify the Agency if, through the use of Other Resources, there is an intention to expand, enhance, or add to the scope of the program covered by this Agreement, or if there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this CDBG-DR Grant. The Agency reserves the right to require an amendment to this Agreement if such is deemed necessary.

(3) If any Amendment affects any related documents, including but not limited to Subgrants or Loans of the grant funds, the Grantee shall amend such documents as appropriate and upload the amended documents to the record in the online grants management system.

CERTIFICATIONS AND ASSURANCES

The Grantee hereby certifies and assures that Community Development Block Grant Funds will be utilized in accordance with all the following: to the extent applicable, and that:

Debarment, Suspension, Ineligibility and Voluntary Exclusion from Federal Procurement and Non-procurement Programs

The Chief Executive Officer certifies that the Municipality is not listed in the Exclusions portion of Performance Information in the System for Award Management ("SAM") at www.sam.gov,in accordance with Executive Orders 12549 and 12689; nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment. In addition, it certifies that no awards will be made to any subgrantees/borrowers, or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.

Legal Authority

(1) It possesses legal authority as defined in the Vermont Community Development Act [10 VSA 29] to apply for and accept the grant and administer the program.

(2) The legislative body has duly adopted and passed an official act or resolution authorizing the acceptance of and agreement to the conditions and provisions of this *Agreement*, including all understandings, certifications, and assurances contained herein; and designating and authorizing the Chief Executive Officer or designee to execute this *Agreement* and other such documents as may be necessary.

Benefit to Persons of Low and Moderate Income

(3) It will comply with the provisions of Section 104(b)(3) of the Federal Act which requires the use of funds to be developed to give maximum feasible priority to those activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight or meet other community development needs having a particular urgency.

Citizens Information

(4) It held at least one public hearing warned at least 15 days prior to obtain the views of citizens on community development and furnished citizens with information required by the Federal and State Acts.

(5) It prepared statements of community development and housing needs, including the needs of lower income persons and activities to be undertaken to meet such needs, the objectives and the projected use of community development funds, including information on the past use of such funds, if any, and have given affected citizens an opportunity to examine these statements and furnished a copy to the Agency.

(6) It allowed citizens an opportunity to examine the application and all supporting documentation and to submit comments thereon and will, in like manner, provide citizen participation when considering substantial program amendments.

Labor

(7) It will administer and enforce:

(a) the Davis-Bacon Act [40 USC 276a et seq.];

(b) the Federal Fair Labor Standards Act [29 USC 201 et seq.]; and

(c) the Contract Work Hours and Safety Standards Act [40 USC 327-333].

(8) It will comply with:

(a) the Copeland Anti-kickback Act of 1934, [18 USC 874 and 40 USC 276c];

(b) 24 CFR 9.130 General prohibitions against discrimination; and

(c) Section 3 of the Housing and Urban Development Act of 1968 [12 USC 1701u] as amended, (equal employment and business opportunities) and the regulations at 24 CFR 75.

Environmental and Historic

(9) The Chief Executive Officer, or other official so designated by the Legislative Body and approved by the Secretary will consent to assume the status of a responsible Federal official under the National Environmental Policy Act (NEPA) of 1969 as amended [42 USC 4321 et seq.] and the regulations found at 24 CFR 58; and the Chief Executive Officer is authorized and consents on behalf of the Applicant and him/herself to accept the jurisdiction of the Federal Courts for the purposes of enforcement of the responsibilities of such official.

(10) It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Secretary of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(11) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with:

(a) Section 106 of the Historic Preservation Act of 1966 [16 USC 470];

(b) Executive Order 11593 (Protection and Enhancement of the Cultural Environment);

(c) the Preservation of Archaeological and Historic Data Act of 1974 [16 USC 469 et seq.]; and

(d) the procedures prescribed by the Advisory Council on Historic Preservation found at 36 CFR 800.

(12) It will comply with:

(a) the National Environmental Policy Act of 1969 [42 USC 4321 et seq. and 24 CFR 58];

(b) the Endangered Species Act of 1973, as amended [16 USC 153 et seq. and 10 VSA 4046 and Chapter 123];

(c) Executive Order 11990, Protection of Wetlands;

(d) the Fish and Wildlife Coordination Act of 1958, as amended [16 USC 661 et seq.];

(e) the Fragile Areas Registry Act of 1977 [10 VSA 6551];

(f) the Safe Drinking Water Act of 1974, as amended by the Safe Drinking Water Act of 1977 [21 USC 349 and 42 USC 210 and 300f et seq.] pertaining to sole-source aquifers;

(g) the Clean Air Act of 1970, as amended [42 USC 7401 et seq.] and Vermont law [10 VSA 551 et seq.] as amended;

(h) Executive Order 12088 relating to the prevention, control, and abatement of water pollution and the Federal Water Pollution Control Act of 1972, as amended, [33 USC 1251 et seq.] and Vermont law [10 VSA 1251 et seq. and 18 VSA § 101 et seq.];

(i) the provisions of Executive Order 11988 as amended, relating to evaluation of flood hazards and with the flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973 [42 USC 4001 et seq.] and Vermont law [10 VSA 751 et seq. and Executive Order No. 17 of 1978];

(j) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 [42 USC 6901 et seq.] and Vermont law [24 VSA 2202a]; and

(k) noise abatement and control regulations [24 CFR 51]

(l) The Wild and Scenic River Act of 1968, as amended [16 U.S.C. 1271 et seq];

Relocation and Acquisition

(13) It will comply with:

(a) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, as amended [42 USC 4601 et seq.], referred to as the "Uniform Act;"

(b) the implementing regulations of the Uniform Act issued by the Department of Housing and Urban Development (CFR Title 49, Part 24) contained in HUD Acquisition and Relocation Handbook 1378; and

(c) the requirements of the Vermont Community Development Acquisition and Relocation Policy.

Architecture and Construction

(14) It will comply with:

(a) the Lead-Based Paint Requirements [24 CFR Part 35, Subpart B];

(b) the Architectural Barriers Act of 1968 [42 USC 4151] and the rules applicable thereto;

(c) Section 504 of the Rehabilitation Act of 1973 [29 USC 794]; and

(d) the provisions of Section 104(b)(5) of the Federal Act which restricts recovery of capital costs by assessing any amount against properties owned and/or occupied by persons with lower incomes.

Equal Opportunity and Fair Housing

(15) It will affirmatively further fair housing and will comply with Pub. Law 90-284 [Title VIII of the Civil Rights Act of 1968; 42 USC 3601 known as the "Fair Housing Act"], as amended and the regulations issued pursuant thereto [24 CFR 100 to 115].

(16) It will comply with and will immediately take any measures necessary to effectuate compliance with Pub. L. 88-352 [Title VI of the Civil Rights Act of 1964; 42 USC 2000d] and the regulations at 24 CFR 1.

(17) It will comply with:

(a) Executive Order 11063 as amended by Executive Order 12259 (Leadership and Coordination of Fair Housing in Federal Programs) and the regulations at 24 CFR 100 and 107;

(b) Section 109 of the Federal Act [42 USC 5309] and the regulations issued pursuant thereto [24 CFR 5-70.496(b)];

(c) the Age Discrimination Act of 1975 [42 USC 6101 et seq.]; and

(d) the Americans with Disabilities Act of 1990 [42 USC 12010-12213; 42 USC 225-611] and the regulations issued pursuant thereto.

Other Requirements

(18) It will comply with the provisions of the Hatch Act [5 USC 1501 et seq.] which limits the political activities of employees.

(19) It will provide a drug-free workplace according to the requirements set forth in the Drug Free Workplace Act [Public Law 100-690 Title V, Subtitle D, 41 USC 701 et seq.].

(20) It will comply with the provisions of 24 CFR Part 570.489(h) which govern Conflict of Interest.

(21) It will comply with the other provisions of The Federal Act [Title I of the Housing and Community Development Act of 1974, as amended; 42 USC 5301 et seq.]; the State Act [10 VSA 29], the Agency Procedures and all other applicable requirements.

(22) It will comply with Single Audit Act of 1984, as amended, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance, the Compliance Supplement for the Code of Federal Domestic Assistance (CFDA) 14.228.

(23) It will comply with 43 CFR part 18, New Restrictions on Lobbying. Submission of an application also represents the applicant's certification of the statements in 43 CFR part 18, appendix A, Certification Regarding Lobbying

(24) It will comply with Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving. Recipients are encouraged to adopt and enforce policies that

ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Executive Order.

(25) It will comply with the Violence Against Women Act 2022 (VAWA) which provides housing protections for people applying for or living in units subsidized by the federal government and who have experienced domestic violence, dating violence, sexual assault, or stalking, to help keep them safe and reduce their likelihood of experiencing homelessness.

(26) If applicable, it will comply with the Build America, Buy America Act ("BABA"), which requires any "infrastructure project" funded by any "Federal Financial Assistance" (FFA) apply a domestic content procurement preference, meaning that all iron, steel, manufactured products, and construction materials used in the infrastructure project have been produced in the United States. This is called the "Buy American Preference" (BAP).

(27) It will comply with the CDBG-DR Universal Notice and associated HUD guidance, which provide the specific eligible uses and restrictions of CDBG-DR funds.

(28) If applicable, it will comply with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193) (PRWORA) and associated regulations to document citizenship or eligible immigration status of individuals receiving federal public benefits.

CVRPC Agreement #: 2024-11.19

Central Vermont Regional Planning Commission

1 December 2026

Michele Braun, Executive Director
Friends of the Winooski River
PO Box 777
Montpelier, VT 05601

RE: Moscow Recreation Field Riparian Buffer Planting – Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for the **Moscow Recreation Field Riparian Buffer Planting**. The total cost estimate for this work is **$6,679**.

Under the terms of the Master Agreement, dated 3 May 2024, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,
Christian Meyer
Executive Director

The following portions of Part 1 – Contract Detail are hereby amended as follows:

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original ☐	Addendum ☒ #2024-11.19	Amendment ☐
Contract Amount: $6,679	Start Date: 1 Dec 2026	End Date: 31 Dec 2027
Contractor Name: Friends of the Winooski River		
Contractor Physical Address: 46 Barre Street		
City: Montpelier	State: VT	Zip Code: 05602
Contractor Mailing Address: PO Box 777		
City: Montpelier	State: VT	Zip Code: 05602
Contract Type: Cost Reimbursement ☒ Fixed Price ☐ Other ☐ (please specify)		
If this action is an amendment, the following is amended: Funding Amount ☐ Performance Period ☐ Scope of Work ☐ Other ☐ (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI: TMSAEQ3G9KA7		
DUNS/UEI Registered Name *(if different than Contractor Name above):*		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions Date: 24 Nov 2026 Initials: bv SAM Expiration Date: 13 Oct 2027		
State of Vermont checked for Debarment Exclusions Date: 29 January 2026 Initials: bv Debarment Expiration Date: N/A		
Risk Assessment completed Date: 29 November 2023 Initials: bv		
Single Audit check in Federal Audit Clearinghouse Date: 29 January 2026 Initials: bv		
IRS Form W9 - Request for Taxpayer Identification Number and Certification Date: 6 September 2023 Initials: bv		
Certificate of Insurance Date: 10 February 2026 Initials: bv		
Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒ Date: 6 September 2023 Initials: bv		
Contract Total Value exceeds $250,000? Yes ☐ No ☒ Date: 6 September 2023 Initials: bv		

SECTION 3 – FUNDING SOURCE		
Awarding Entity:	Vermont Department of Environmental Conservation	
Contract #:	06140-2023-CWSP-WID-05	
Funding Type:	☐ Federal	CFDA/ALN #:
		Program Title:
	☒ State	
	☐ Municipal	
	☐ Other	Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION

CVRPC	**CONTRACTOR**
Project Contact/Coordinator Name: Brian Voigt Title: Senior Planner Work Phone: 802-262-1029 Email: voigt@cvregion.com	Project Contact/Manager Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org
Finance/Billing Name: Christian Meyer Title: Executive Director Work Phone: 802-229-0389 Email: meyer@cvregion.com	Finance/Billing Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org Name: Michele Braun

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

Part 2: Contract Agreement

Article 6 – Compensation

6.1.a: In consideration of the services to be performed by SUBGRANTEE, the CVRPC agrees to pay SUBGRANTEE, in accordance with the payment provisions specified in the Master Agreement, a sum not to exceed $6,679 based upon actual costs, and provided such services are within the scope of the Agreement.

6.1.b: The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The SUBGRANTEE will be paid for products and services actually delivered or performed, based upon actual costs incurred and as specified in the table below, up to the maximum allowable amount specified in 6.1.a.

6.1.c: The Winooski River Basin Clean Water Service Provider shall pay, or cause to be paid, to the SUBGRANTEE progress payments for actual costs incurred as determined by using cost records for each Milestone and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement. The SUBGRANTEE shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced using the template provided by the Winooski River Basin Clean Water Service Provider.

6.1.d: Moscow Recreation Field Riparian Buffer Planting. The following milestones must be met by the SUBGRANTEE. All milestones, deliverables and deadlines associated with this contract are included in the table below. The SUBGRANTEE shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	Milestone	***Deliverable(s)***	***Cost***
1	Project initiated; proposal / bid solicitation issued, and contractor selected (if applicable)	Copy of proposal solicitation & contractor selected (if applicable)	$333.95
2	Sites & constraints identified; DEC River Scientist & Basin Planner approval	DEC River Scientist approval; DEC Basin Planner approval; Photos of site(s) pre-implementation	$1,001.85
3	Planting plan developed (including species type, number & estimated cost)	Planting plan including species type, number and estimated cost (in accordance with SGA or River Corridor Planning recommendations (if available))	$1,335.80

	Milestone	***Deliverable(s)***	***Cost***
4	10-year minimum DEC Operation & Maintenance Plan drafted and signed	Signed 10-year (minimum) DEC Operation & Maintenance Plan	$667.90
5	10-year minimum access license or easement drafted and signed	Signed 10-year (minimum) access license or agreement	$667.90
6	Buffer restoration planting completed	Site preparation activities (if applicable); Photo(s) of site(s) post-implementation; Photo of Clean Water Sign (if applicable)	$1,669.75
7	Project closeout	Media announcement; Return of Clean Water Project sign to host site (if applicable); Final Performance Report / ANR Project Closeout Form	$1,001.85
		Total	**$6,679.00**

6.3.a: SUBCONTRACTOR will use the reporting template provided by the Winooski River Basin Clean Water Service Provider to submit monthly progress reports. Monthly reports are due by the 15th day of each month this agreement is in effect. If no progress has been made during the reporting period, SUBCONTRACTOR shall submit a monthly progress report stating, 'no progress was made during this reporting period.'

The portions of Part 2 – Contract Agreement items not noted above have not been changed and remain as presented in the original Master Agreement.

Attachment C in the original Master Agreement has been replaced by the following version (updated on 13 February 2026).

Attachment C: Standard State Provisions for Contracts and Grants

REVISED FEBRUARY 13, 2026

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. Nondiscrimination:

A. 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.

B. IT Accessibility Standards: Party acknowledges and agrees that any digital products, services, and content provided under this Agreement, whether supporting State programs or intended for the State's use, must adhere to the State's accessibility standards and guidelines as established by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) (hereinafter, for purposes of this subsection B, the "Rule"). The Rule requires communication and content on web platforms and mobile applications to meet or exceed specific success criteria and conformance requirements. The Rule applies to websites, software applications, electronic reports and output documentation, and training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), and other digital content. Information concerning the Rule and the State's Universal Digital Accessibility resources are available on the State's Communications and Marketing Office website at: https://cmo.vermont.gov.

i. Party warrants that the software, products, services, or subscriptions provided under this Agreement, whether supporting State programs or intended for the State's use (hereinafter, for purposes of this subsection B, "Products") comply with the Rule and agrees to defend, indemnify, and hold harmless the State against any claims related to a Product's non-compliance with the Rule.

ii. When updates or upgrades are made to the Products available through this Agreement, the Party agrees:

a. to develop functionality that supports accessibility in conformance with the Rule and, if any issues arise due to nonconformance with the Rule, to provide alternative solutions upon request at no additional cost to the State; and

b. to document how the changes will impact or improve the Product's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the update or upgrade, occurring within an agreed timeframe sufficient for the State to review the changes and

either approve them or request a remediation plan from the Party.

iii. If agreed-upon updates fail to improve the Product's accessibility or usability as planned, such failure shall be a material breach of 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:**

    A. Organizational Conflict of Interest (OCOI): An OCOI arises when the Party as a business entity has an interest (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Agreement.

    B. Personal Conflict of Interest (PCOI): A PCOI arises when an interest held by an agent or employee of the Party could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Agreement.

    C. Requirements: Party shall not have PCOIs or OCOI's with respect to this Agreement nor with respect to any other agreement(s) it may hold with the State. To ensure that PCOIs and OCOIs do not exist, the Party shall:

        i. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Agreement.
        ii. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.
        iii. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this Agreement for which the Party has identified a PCOI.

iv. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any non-disclosure agreement required by this Agreement.

v. Make an immediate and full disclosure, in writing, to the State point of contact for this Agreement of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Agreement.

D. Remedies:

i. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Party to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.

ii. If the State does not deem mitigation practicable, the State may terminate all or a portion of this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

iii. If Party fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

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 State Provisions)

CVRPC Agreement #: 2024-11.20

Central Vermont Regional Planning Commission

1 December 2026

Michele Braun, Executive Director
Friends of the Winooski River
PO Box 777
Montpelier, VT 05601

RE: Huntington Town Forest Riparian Buffer Planting – Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for the **Huntington Town Forest Riparian Buffer Planting**. The total cost estimate for this work is **$5,473**.

Under the terms of the Master Agreement, dated 3 May 2024, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,
Christian Meyer
Executive Director

The following portions of Part 1 – Contract Detail are hereby amended as follows:

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original ☐	Addendum ☒ #2024-11.20	Amendment ☐
Contract Amount: $5,473	Start Date: 1 Dec 2026	End Date: 31 Dec 2027
Contractor Name: Friends of the Winooski River		
Contractor Physical Address: 46 Barre Street		
City: Montpelier	State: VT	Zip Code: 05602
Contractor Mailing Address: PO Box 777		
City: Montpelier	State: VT	Zip Code: 05602
Contract Type: Cost Reimbursement ☒ Fixed Price ☐ Other ☐ (please specify)		
If this action is an amendment, the following is amended: Funding Amount ☐ Performance Period ☐ Scope of Work ☐ Other ☐ (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI: TMSAEQ3G9KA7		
DUNS/UEI Registered Name *(if different than Contractor Name above):*		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions Date: 24 Nov 2026 Initials: bv SAM Expiration Date: 13 Oct 2027		
State of Vermont checked for Debarment Exclusions Date: 29 January 2026 Initials: bv Debarment Expiration Date: N/A		
Risk Assessment completed Date: 29 November 2023 Initials: bv		
Single Audit check in Federal Audit Clearinghouse Date: 29 January 2026 Initials: bv		
IRS Form W9 - Request for Taxpayer Identification Number and Certification Date: 6 September 2023 Initials: bv		
Certificate of Insurance Date: 10 February 2026 Initials: bv		
Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒ Date: 6 September 2023 Initials: bv		
Contract Total Value exceeds $250,000? Yes ☐ No ☒ Date: 6 September 2023 Initials: bv		

SECTION 3 – FUNDING SOURCE		
Awarding Entity:	Vermont Department of Environmental Conservation	
Contract #:	06140-2023-CWSP-WID-05	
Funding Type:	☐ Federal	CFDA/ALN #:
		Program Title:
	☒ State	
	☐ Municipal	
	☐ Other	Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION

CVRPC	**CONTRACTOR**
Project Contact/Coordinator Name: Brian Voigt Title: Senior Planner Work Phone: 802-262-1029 Email: voigt@cvregion.com	Project Contact/Manager Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org
Finance/Billing Name: Christian Meyer Title: Executive Director Work Phone: 802-229-0389 Email: meyer@cvregion.com	Finance/Billing Name: Michele Braun Title: Executive Director Work Phone: 802.279.3771 Email: michele@winooskiriver.org Name: Michele Braun

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

Part 2: Contract Agreement

Article 6 – Compensation

6.1.a: In consideration of the services to be performed by SUBGRANTEE, the CVRPC agrees to pay SUBGRANTEE, in accordance with the payment provisions specified in the Master Agreement, a sum not to exceed $6,679 based upon actual costs, and provided such services are within the scope of the Agreement.

6.1.b: The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The SUBGRANTEE will be paid for products and services actually delivered or performed, based upon actual costs incurred and as specified in the table below, up to the maximum allowable amount specified in 6.1.a.

6.1.c: The Winooski River Basin Clean Water Service Provider shall pay, or cause to be paid, to the SUBGRANTEE progress payments for actual costs incurred as determined by using cost records for each Milestone and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement. The SUBGRANTEE shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced using the template provided by the Winooski River Basin Clean Water Service Provider.

6.1.d: Huntington Town Forest Riparian Buffer Planting. The following milestones must be met by the SUBGRANTEE. All milestones, deliverables and deadlines associated with this contract are included in the table below. The SUBGRANTEE shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	Milestone	***Deliverable(s)***	***Cost***
1	Project initiated; proposal / bid solicitation issued, and contractor selected (if applicable)	Copy of proposal solicitation & contractor selected (if applicable)	$273.65
2	Sites & constraints identified; DEC River Scientist & Basin Planner approval	DEC River Scientist approval; DEC Basin Planner approval; Photos of site(s) pre-implementation	$820.95
3	Planting plan developed (including species type, number & estimated cost)	Planting plan including species type, number and estimated cost (in accordance with SGA or River Corridor Planning recommendations (if available))	$1,094.60

	Milestone	***Deliverable(s)***	***Cost***
4	10-year minimum DEC Operation & Maintenance Plan drafted and signed	Signed 10-year (minimum) DEC Operation & Maintenance Plan	$547.30
5	10-year minimum access license or easement drafted and signed	Signed 10-year (minimum) access license or agreement	$547.30
6	Buffer restoration planting completed	Site preparation activities (if applicable); Photo(s) of site(s) post-implementation; Photo of Clean Water Sign (if applicable)	$1,368.25
7	Project closeout	Media announcement; Return of Clean Water Project sign to host site (if applicable); Final Performance Report / ANR Project Closeout Form	$820.95
		Total	**$5,473.00**

6.3.a: SUBCONTRACTOR will use the reporting template provided by the Winooski River Basin Clean Water Service Provider to submit monthly progress reports. Monthly reports are due by the 15th day of each month this agreement is in effect. If no progress has been made during the reporting period, SUBCONTRACTOR shall submit a monthly progress report stating, 'no progress was made during this reporting period.'

The portions of Part 2 – Contract Agreement items not noted above have not been changed and remain as presented in the original Master Agreement.

Attachment C in the original Master Agreement has been replaced by the following version (updated on 13 February 2026).

Attachment C: Standard State Provisions for Contracts and Grants

REVISED FEBRUARY 13, 2026

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. Nondiscrimination:

A. 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.

B. IT Accessibility Standards: Party acknowledges and agrees that any digital products, services, and content provided under this Agreement, whether supporting State programs or intended for the State's use, must adhere to the State's accessibility standards and guidelines as established by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) (hereinafter, for purposes of this subsection B, the "Rule"). The Rule requires communication and content on web platforms and mobile applications to meet or exceed specific success criteria and conformance requirements. The Rule applies to websites, software applications, electronic reports and output documentation, and training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), and other digital content. Information concerning the Rule and the State's Universal Digital Accessibility resources are available on the State's Communications and Marketing Office website at: https://cmo.vermont.gov.

i. Party warrants that the software, products, services, or subscriptions provided under this Agreement, whether supporting State programs or intended for the State's use (hereinafter, for purposes of this subsection B, "Products") comply with the Rule and agrees to defend, indemnify, and hold harmless the State against any claims related to a Product's non-compliance with the Rule.

ii. When updates or upgrades are made to the Products available through this Agreement, the Party agrees:

a. to develop functionality that supports accessibility in conformance with the Rule and, if any issues arise due to nonconformance with the Rule, to provide alternative solutions upon request at no additional cost to the State; and

b. to document how the changes will impact or improve the Product's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the update or upgrade, occurring within an agreed timeframe sufficient for the State to review the changes and

either approve them or request a remediation plan from the Party.

iii. If agreed-upon updates fail to improve the Product's accessibility or usability as planned, such failure shall be a material breach of 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:**

    A. Organizational Conflict of Interest (OCOI): An OCOI arises when the Party as a business entity has an interest (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Agreement.

    B. Personal Conflict of Interest (PCOI): A PCOI arises when an interest held by an agent or employee of the Party could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Agreement.

    C. Requirements: Party shall not have PCOIs or OCOI's with respect to this Agreement nor with respect to any other agreement(s) it may hold with the State. To ensure that PCOIs and OCOIs do not exist, the Party shall:

        i. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Agreement.
        ii. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.
        iii. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this Agreement for which the Party has identified a PCOI.

iv. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any non-disclosure agreement required by this Agreement.

v. Make an immediate and full disclosure, in writing, to the State point of contact for this Agreement of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Agreement.

D. Remedies:

i. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Party to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.

ii. If the State does not deem mitigation practicable, the State may terminate all or a portion of this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

iii. If Party fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

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 State Provisions)