Summary and Narrative

Section 1: APPLICANT INFORMATION

1.1 Type of Application:
Is this an application from a group of municipalities (consortium) or an application from a single municipality?

[X] Single Municipality Application

[ ] Consortium Application

1.2 Applicant Municipality:

Town of Norwich

1.3 Rural Town Status:
Is the municipality a rural town? ("Rural towns " with a population less than 2,500)

[ ] Yes

[X] No

1.4 Agent Status:
Will the Regional Planning Commission (RPC) serve as agent for this rural town project?

[ ] Yes

[X] No

Section 2: PROJECT DESCRIPTION & LOCATION

2.1 Please identify the project type:

*Planning for Designated Area**

2.2 Project Title:
Name the project as concisely as possible.
The project title will be used in the grant agreement and program announcements if this grant is funded. (80 character limit)
(Examples: Unified Bylaw Update, Village Revitalization Plan, Sewer Line Mapping)

*2026 Norwich Village Master Plan**

2.3 Project Subtitle:
Provide a very brief summary of what the project will accomplish and produce.
This description will be used in MPG program marketing materials if this grant is funded. See the list of FY24 Funded Projects for examples.
(There will be opportunities to provide more detail later in the application)

*Norwich will create a new Village Master Plan in 2026, engaging the community to address growth, housing, infrastructure, and resilience, ensuring a vibrant, sustainable future for all residents.**

2.4 Project Description:
Provide an overall summary of the following:

1. **Issue,**
2. **Approach to solving the problem,**
3. **Project Deliverables, and**
4. **Intended long-term outcomes.**

(Consider writing this summary last, since it draws on more detailed responses below.)

The Town of Norwich faces a range of pressing challenges that threaten its long-term vitality and resilience. Norwich's existing planning documents are outdated and do not adequately address current issues such as affordable housing, climate resilience, transportation safety, and equitable access to community resources. Without a comprehensive, community-driven master plan, Norwich risks uncoordinated development and missed funding opportunities.
Approach to Solving the Problem:
Norwich will undertake a robust, inclusive planning process to develop a new Town Master Plan. The project will be led by the Norwich Planning Commission in partnership with the Two Rivers-Ottauquechee Regional Commission and conducted through the formation of a steering committee. A professional planning consultant will be hired to facilitate public engagement, analyze existing conditions, and draft the plan.
The process will include: a series of topic-based charettes (Growth, Housing & Infrastructure; Historic Preservation, Community Building, & Resilience) that will gather input from residents, businesses, and stakeholders to envision future developments.
Project Deliverables
A comprehensive Norwich Town Master Plan, including actionable strategies for land use, housing, transportation, infrastructure, natural resource protection, and climate resilience.
Public Engagement Summary: Documenting Outreach Efforts and Community Input.
GIS-based maps illustrating current conditions and future scenarios.
Recommendations for zoning updates and capital improvements.
Identification of funding sources and implementation steps for priority projects.
Intended Long-Term Outcomes
The Master Plan will serve as a roadmap for Norwich's sustainable growth and resilience over the next decade. Long-term outcomes include:
Improved coordination of development and infrastructure investments.
Expanded affordable housing options.
Preservation of Norwich's historic village, rural character and natural resources.
Increased community engagement and capacity for future planning efforts.
Eligibility for state and federal funding to implement plan recommendations.

This project will position Norwich to proactively address its challenges and opportunities, ensuring a vibrant, inclusive, and resilient future for all residents.
*

2.5 Project Location:
Describe the geographic area(s) the project will address.
(Briefly describe the project's area of focus, such as: entire town, watershed, planning area, zoning district(s), a specific site, etc. For projects not defined by municipal or state designation boundaries, ATTACH any available images in the online Attachments Form to illustrate the project location, such as a map or photo that helps reviewers become familiar with the project's location and conditions.)

*The historic village of Norwich, and approximately northwards to Huntley Meadow and Moore Lane Bridge, and outwards along Union Village Road, eastward to River Road and the Lewiston neighborhood, and south along US Route 5 to the Town line.**

Section 3: PLANNING STATUS ELIGIBILITY

3.1 Municipal Plan Status:
Does the municipality have an adopted Municipal Plan?

[X] Yes (enter adoption date in box below)

[ ] No

03/07/2020 Please enter the adoption date. (mm/dd/yyyy)

3.2 Confirmation Status:
Does the municipality have a local planning process confirmed by the Regional Planning Commission (RPC)?

[X] Yes

[ ] No

Section 4: PROJECT READINESS & NEED

4.1 Project Issue & Urgency:
What timely community issue(s), problem(s), challenge(s), or obstacle(s) will the project address?

*Recently, Norwich's Planning Commission and Selectboard welcomed new members bringing fresh perspectives and expertise. Energized by this renewed commitment, the Commission has launched the Norwich Village Master Plan project—an ambitious effort to unite stalled initiatives and current priorities into a comprehensive vision for Norwich's future. This new energy will drive a collaborative planning process, engaging residents and stakeholders to address growth, infrastructure, housing, and climate resilience. Supported by the existing Town Plan and updated zoning standards, Norwich is poised to set a clear course for sustainable development and community well-being. The Master Plan will ensure that Norwich's values and needs are reflected in every step, guiding the town toward a vibrant, resilient future.**

4.2 Funding Need:
What other funding sources, if any, did you consider, and why is the MPG program the best source to fund this project?

*The MPG funding is the appropriate source of grant funding for an initial planning project like the one proposed here. With outside assistance, in the form of professional consulting support, Norwich will be able to make significant progress in redefining its future vision.**

4.3(a) Municipal Plan Project Readiness:
If the application is for a municipal plan adoption or amendment project, how will the project address the issues described earlier and any recommendations made by the RPC to bring the municipal plan into compliance with statutory requirements?

[X] Not a Municipal Plan project

4.3(b) Municipal Plan Implementation Project Readiness:
If the application is for a project that implements the municipal plan, how is the proposed project identified as an important implementation action in the adopted municipal plan?

[ ] Not an implementation project

The Town Plan of Norwich, adopted in 2020, identified numerous implementation plans in its implementation program that, to date, have not received sufficient planning attention. This proposal aims to close this knowledge gap, providing the Planning Commission with enough data to take action or incorporate new initiatives in our upcoming 2028 Town Plan. For example, the implementation program of 202o identifies the following implementations of the plan:
Encourage broad-based participation in community conversations about housing, including low- and moderate-income households, as well as younger residents and renters.
Develop a comprehensive long-range plan for the construction and maintenance of sidewalks, bikeways, trails, and park-and-ride facilities.
Develop a plan to address any potential conflicts between existing and proposed development on the edge of the village and the mapped forest blocks.
Raise climate crisis and energy awareness.

Moreover, the implementation program includes completing a study on how to maintain a strong and vibrant village center and consider recommended actions to which this proposal is an end to this and other outstanding portions of the 2020 implementation program.

4.4 Other Background
Are there any additional community efforts or activities leading up to this application that would provide extra context for this project? (Optional)

4.5 Project Overlap
If a municipality received an MPG last year - or the project is a part of a larger or phased project, explain how the project relates and the capacity to complete the proposed project.

[X] N/A (single project with no overlap)

4.6 Project Management
How will the project be managed and who will make decisions about the process and final products? Please Identify 1 or 2 individuals in the community who will champion the project *(such as a Planning Commission Chair)*.

The project will be led by the Norwich Planning Commission and conducted through the formation of a steering committee comprising members of the Town's commissions and the public. Final decisions regarding the planning process and deliverables will be made by the Planning Commission, with recommendations forwarded to the Selectboard for final approval.
Each regular monthly Planning Commission meeting will include updates and discussion on the Master Plan project. The steering committee will conduct routine check-ins with the planning consultant, and the Planning Commission Chair, the Norwich Town Planning Director, the Zoning Administrator, and the planning consultant will provide monthly updates. Progress reports will be provided to the Selectboard at their monthly meetings to ensure transparency and accountability. The Planning Commission will champion the project, manage public engagement, and distribute information broadly once approved by the Selectboard. This management structure will ensure adequate oversight, broad community involvement, and successful completion of the Norwich Town Master Plan.
*

Section 5: COMMUNITY SUPPORT & PUBLIC ENGAGEMENT

5.1 Public Outreach:
What participation methods will the project use to engage the participation of the broader public, especially commonly under-served and under-represented populations in the community?

Public participation is vital to the success of the Norwich Village Plan. Our goal is to inform and involve as many Norwich residents as possible throughout the planning process. In addition to traditional outreach methods—such as community surveys, press releases, articles in local newspapers and newsletters, updates on the Town website and social media—the Planning Commission will conduct a series of topical charettes on Growth, Housing and Infrastructure, Historic Preservation, Community Building and Historic Preservation using the Norwich Grange, Jones Circle, Tracy Hall, and the Norwich Farmers' market as thematic points of interest to guide discussions.

We will expand our engagement on these topics through small group conversations with full-time, long-time, and part-time residents, as well as targeted meetings with local businesses, organizations, and underrepresented groups. Recognizing the challenges some residents face with connectivity or transportation, we will offer multiple ways to participate, including virtual forums and in-person events at accessible locations.
To further strengthen outreach, Norwich will partner with regional organizations and planning experts to facilitate public engagement sessions, ensuring broad participation and meaningful input. This inclusive approach will help shape a Master Plan that truly reflects the needs and aspirations of the entire Norwich community. *

5.2 Project Partnership & Support:
In addition to the Selectboard and Planning Commission's resolution of support, please explain and provide evidence of organizational partnership and community support for the project.
*(Applicants may **attach** up to five pages as a single document in the Application Attachments Form, including: letters of support, meeting minutes, or other documents showing community support for the project.)*

The Planning Commission has received statements of support from the Norwich Historical Society, who note in its letter: "that developing creative approaches to improving access to housing, transportation, and infrastructure while at the same time recognizing that the historic character of the village is a community asset is essential." In a statement of support from the Board of the Norwich Grange who note that "developing a new master plan for the village would be an important community building excercise ... and is excited to be involved in the future planning efforts to envision the future of the our village..."

*

Section 6: STATEWIDE PROPERTIES

6.1 Project Outcomes & Goals:
Beyond the project itself, what long-term outcomes would demonstrate the success of the project and further the statewide planning goals?

Long-term outcomes that would demonstrate the success of the Norwich Village Master Plan would include:
Infill and infrastructure strategies that maintain the historic settlement pattern of compact towns/village centers separated by rural countryside. Derive strategy and goals to provide a strong and diverse economy, ensure the vitality of the village business district, and expand opportunities for lower and middle-income households, that is responsive to community needs, and that comply with the state planning goals as outlined in 24 V.S.A. § 4302.

*

6.2 Priority Project Categories:
Which of the followinf statewide priorities does this project address? (select all that apply)

*[X]*Projects focused on the implementation of the Act 47 of 2023 and Act 181 of 2024

*[ ]*Projects related to climate resilience and flood recovery

*[X]*Projects related to housing development

*[X]*Capital programs and plans for municipal improvements

*[X]*Physical improvement plans for a designated area, which may include pre-engineering water/wastewater visioning

*[ ]*Pre-requisite planning to prepare for a center or center ‘step-up’ designation application

*[X]*Innovative and statewide projects that serve as a replicable model for other communities

[ ] Not Applicable(N/A) - Project is a Local Priority

6.3 Priority Project Explanation:
Explain how the project furthers the selected statewide priority(s).

6.4 Designated Areas:
Which of the following state designations are held by the municipality, select all that apply?

[X] Village Center

[ ] Downtown

[ ] New Town Center

[ ] Neighborhood Development Area

[ ] Growth Center

[ ] N/A

6.5 Designated Area Projects:
If the project relates to any of the designated area(s) selected above, please explain.

This project incorporates the currently designated village center as a portion of the study area.

Section 7: PAST PERFORMANCE

7.1 Project History and Performance:
Please list any planning projects, or grants, from the past-5-years, with key actions identified and implemented. (will inform ongoing status of projects beyond grant closeout)

*While the Town has not conducted any state-funded planning projects in the last five years, this work will be a continuation of an MPG-funded project entitled 'Route 5 South - River Road Study' conducted in 2015. This project sought to understand the feasibility of developing this portion of town into a mixed-use district. This project area is incorporated into this project, and has recently been identified as a transitional area by the Two Rivers-Outtaquechee Regional Planning Commission as 'Transition Zone' in their future land use map.**

Section 8: MUNICIPAL RESOLUTION, GRANT ROLES, and GOOD STANDING CERTIFICATION

Please print and complete the Municipal Resolution form offline. Click the embedded link for more information about the responsibilities and permissions of the MPG Roles

If this is a consortium application, each partner municipality must complete a resolution designating the same Municipal/Authorizing Official and Administrator. **You can upload the additional consortium resolutions in the Application Attachments form.**

***Please note that the Municipal / Authorizing Official (M/AO) role can only be attached to this application by program staff. Please contact DHCD staff at jennifer.lavoie@vermont.gov or 802.828.1948 for assistance.**

8.1 Please indicate the following roles that correspond to the roles identified in the Municipal Resolution Form.

Municipal/Authorizing Official (M/AO):
*Brennan Duffy**

M/AO Title

Town Manager

Alternate Municipal/Authorizing Official (M/AO):

Alt M/AO Title

Grant Administrator:
Steven True

Grant Admin Title

Director of Planning & Zoning

Upload Completed Municipal Resolution

*Norwich_Municipal_Resolution.pdf**

[ ] Mailed to DHCD

8.2 Good Standing Certification: *(click for form)* Municipal Planning Grants are a State-funded grant program. Applicant hereby represents: (1.) 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 (2.) that it will comply with the requirements stated therein.
Upload Certification of Good Standing

*Norwich_Good_Standing_Certification.pdf**

Work Plan and Budget

Task Name	Description of Task	Paid Personnel	If Other, please specify	Hours	Hourly Rate	Personnel Cost	Material Description	Material Cost	Total Cost
Organizational Meetings	*Nominally 4-6 Meetings between Steering Committee & Consultant over the course of the project (kick-off, organizational, strategy)*	*Consultant*	*Steering Committee/Staff*	*50*	*$110.00*	*$5,500*			*$5,500*
Growth, Housing & Infrastructure charette	*Assembly of materials*	*Consultant*	*Steering Committee/Staff*	*32*	*$80.00*	*$2,560*			*$2,560*
Growth, Housing & Infrastructure charette	*Meeting time and travel*	*Consultant*	*Steering Committee/Staff*	*8*	*$90.00*	*$720*			*$720*
Growth, Housing & Infrastructure charette	*Data analysis and chapter drafting*	*Consultant*	*Steering Committee/Staff*	*32*	*$110.00*	*$3,520*			*$3,520*
Historic Preservation, Resilience & Community Building charette	*Assembly of materials*	*Consultant*		*32*	*$90.00*	*$2,880*			*$2,880*
Historic Preservation, Resilience & Community Building charette	*Meeting.time and travel*	*Consultant*		*8*	*$80.00*	*$640*			*$640*
Historic Preservation, Resilience & Community Building charette	*Data analysis and chapter drafting*	*Consultant*		*32*	*$110.00*	*$3,520*			*$3,520*
Village Master Plan Draft Review	*Review of entire draft plan for clarity, readability to ensure that a broad swathe of the population can read and understand the document without prior planning knowledge.*	*Consultant*		*40*	*$90.00*	*$3,600*	*3*		*$3,600*
Communications	*Materials*	*Consultant*	*Steering Committee/Staff*			*$0*	*Postcard Mailing (1,350@0.62), Communications*	*$837*	*$837*

Marketing	*Materials*	*Consultant*	*Steering Committee/Staff*			*$0*	*Presentation Materials Posters, Renditions, GIS*	*$5,000*	*$5,000*
						$22,940		***$5,837***	***$28,777***

After entering the amount of STATE GRANT FUNDS being requested, click SAVE - all other fields will automatically calculate based on the information entered into the table above.

Total Project Cost: ***$28,777***

State Grant Funds (Grant Amount Requested): *$20,899.00* *

The required 10% match is based off the Total Project Cost.

Total Match Funds: ***$7,878.00***

Minimum Required Cash Match Funds: (10% of Total Project Cost) ***$2,878***

Additional Cash Match Funds: (Optional) ***$5,000***

BUDGET DOCUMENTATION

Describe source(s) of match funds: *

Contribution of municipal staff or volunteer's time cannot be offered as a match. Other contributions, while not required, may be documented here as well.

The Norwich Planning Department has set aside funds for match contributions, and planning services such as consultant & material fees in its annual budget.

Explain how you developed a realistic work plan and budget. *

I met with TRORC staff to brainstorm and qualify the spend for this project.

Upload or email supporting documents that show the work plan and budget is based on realistic information. Please provide a letter or other documentation from a consultant with cost estimates for tasks, including hourly rate.

Upload Budget Documents

Norwich Village Master Plan MPG budget.pdf

*[ ]*Emailed to DHCD

ACCOUNTING

Responses to the following questions are used for administrative purposes only and will not impact the competitiveness of your application.

Please remember that state funds cannot be awarded to municipalities who are (a) suspended or debarred by the Federal Government; (b) delinquent in submitting their subrecipient annual reports; and (c) delinquent in submitting their Single Audit Reports (if required).

What type of accounting system does your municipality use? *

*[X]*automated

*[ ]*manual

*[ ]*combination of both

Does your organization have an accounting system that will allow you to completely and accurately track the receipt and disbursements of funds related to the award? *

*[X]*Yes

[ ] No

Please be sure to return to the top of this page and click SAVE before moving on.

Application Attachments

Applicant Attachments	DHCD Staff Attachments
Document Name:	**Document Name:**
LOS - The Norwich Grange	*Executed Grant Agreement*
2025-10-19 NCC LOS (MPG).pdf	*EXECUTED_07110-MP-2026-Norwich-32_Grant_Agreement.pdf*
*[ ]*Emailed to DHCD	
Document Name:	**Document Name:**
LOS - Norwich Historical Society	
letter of support_Historical_Society.docx	
*[ ]*Emailed to DHCD	
Document Name:	**Document Name:**
*[ ]*Emailed to DHCD	
Document Name:	**Document Name:**
*[ ]*Emailed to DHCD	
Document Name:	**Document Name:**
*[ ]*Emailed to DHCD	

Please be sure to return to the top of this page and click SAVE before moving on.

Grant Agreement

Grant Agreement# *07110-MP-2026-Norwich-32*

STATE OF VERMONT GRANT AGREEMENT — **Part 1-Grant Award Detail**

SECTION I - GENERAL GRANT INFORMATION

[1] **Grant #:** *07110-MP-2026-Norwich-32*	[2] **Original** *[X]* **Amendment** *[ ]*	
[3] **Grant Title:** *2026 Norwich Village Master Plan*		
[4] **Amount Previously Awarded:** *$0.00*	[5] **Amount Awarded This Action:** ***$20,899.00***	[6] **Total Award Amount:** ***$20,899.00***
[7] **Award Start Date:** *12/01/2025*	[8] **Award End Date:** *12/31/2027*	[9] **Subrecipient Award:** Yes *[ ]* No *[X]*
[10] **Supplier #:** *40725*	[11] **Grantee Name:** *Town of Norwich*	
[12] **Grantee Address:** *PO Box 376, 300 Main St.*		
[13] **City:** *Norwich*	[14] **State:** *VT*	[15] **Zip Code:** *05055*
[16] **State Granting Agency:** *Department of Housing and Community Development*		[17] **Business Unit:** *07110*
[18] **Performance Measures:** Yes *[X]* No *[ ]*	[19] **Match/In-Kind:** ***$2,878*** **Description:** *10% cash match*	

[20] *If this action is an amendment, the following is amended:*
Amount: *[ ]* **Funding Allocation:** *[ ]* **Performance Period:** *[ ]* **Scope of Work:** *[ ]* **Other:** *[ ]*

SECTION II - SUBRECIPIENT AWARD INFORMATION

[21] **Grantee Identifier [UEI] #:** *YNGJUAUEMYK5*	[22] **Indirect Rate:** (Approved rate or current Federal de minimis)	[23] **FFATA:** Yes: *[ ]* No: *[ ]*
[24] **Grantee Fiscal Year End Month (MM format):** *01*		[25] **R&D:** *[ ]*

[26] **Entity Identifier [UEI] Name** (*if different than VISION Vendor Name in Box 11*):

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	[27] Awarded Previously	[28] Award This Action	[29] Cumulative Award	[30] Special & Other Fund Descriptions
General Fund	*$0*	*$0*	*$0*	
Special Fund	*$0*	*$20,899.00*	*$20,899.00*	*Municipal Planning Grant Funds*
Global Commitment (non-subrecipient funds)	*$0*	*$0*	*$0*	
Other State Funds	*$0*	*$0*	*$0*	

FEDERAL FUNDS (*includes subrecipient Global Commitment funds*)					Required Federal Award Information		
[31] **ALN #**	[32] **Program Title**	[33] **Awarded Previously**	[34] **Award This Action**	[35] **Cumulative Award**	[36] **FAIN**	[37] **Federal Award Date**	[38] **Total Federal Award**
		$0	*$0*	*$0*			*$0*
[39] **Federal Awarding Agency:**			[40] **Federal Award Project Descr:**				
		$0	*$0*	*$0*			*$0*
Federal Awarding Agency:			**Federal Award Project Descr:**				
		$0	*$0*	*$0*			*$0*
Federal Awarding Agency:			**Federal Award Project Descr:**				
Total Awarded - All Funds		*$0*	*$20,899*	*$20,899*			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY
NAME: *Jennifer Lavoie*
TITLE: *Contract and Grants Administrator*
PHONE: *(802) 828-1948*
EMAIL: *jennifer.lavoie@vermont.gov*

GRANTEE
NAME: *Brennan Duffy*
TITLE: *Municipal/Authorizing Official*
PHONE: *(802) 649-1419*
EMAIL: *bduffy@norwich.vt.us*

STATE OF VERMONT

STANDARD GRANT AGREEMENT

Part 2 - Grant Agreement

1. **Parties:** This is a Grant Agreement between the State of Vermont, Agency of Commerce and Community Development (hereinafter called “State or "Agency"), and the *Town of Norwich with its principal place of business at PO Box 376, 300 Main St., Norwich, Vermont 05055* (hereinafter called “Grantee). Grantee is not required by law to have a Business Account Number from the Vermont Department of Taxes.

2. **Subject Matter and Source of Funds**: *This agreement is authorized by 24 V.S.A. § 4306*

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 in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.

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

6. **Attachments:** This Grant Agreement consists of *15 - 17* pages including the following attachments that are incorporated herein:

Attachment A – Scope of Work to be Performed and Budget Summary

Attachment B – Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants

Attachment D - Procurement Procedures and Other Grant Requirements

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

Agreement

Attachment C

Attachment D

Attachment A

Attachment B

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

By the State of Vermont: *[X]*

Date: *01/08/2026*

Signature: *Alex Farrell*

Name: *Alex Farrell, Commissioner*

Title: *Department of Housing & Community Development*

By the Grantee: *[X]*

Date: *01/08/2026*

Signature: *Brennan Duffy*

Name: *Brennan Duffy, Municipal/Authorizing Official*

Title: *Municipal Authorizing Official*

ATTACHMENT A
WORKPLAN
AND
BUDGET SUMMARY
07110-MP-2026-Norwich-32
Town of Norwich

		Personnel				Materials		
Task Name	**Description of Task**	**Paid Personnel**	**Hours**	**Hourly Rate**	**Cost**	**Description**	**Cost**	**Total Cost**

Organizational Meetings	*Nominally 4-6 Meetings between Steering Committee & Consultant over the course of the project (kick-off, organizational, strategy)*	*Consultant*	*50*	*$110.00*	*$5,500.00*		*$*	*$5,500.00*
Growth, Housing & Infrastructure charette	*Assembly of materials*	*Consultant*	*32*	*$80.00*	*$2,560.00*		*$0.00*	*$2,560.00*
Growth, Housing & Infrastructure charette	*Meeting time and travel*	*Consultant*	*8*	*$90.00*	*$720.00*		*$0.00*	*$720.00*
Growth, Housing & Infrastructure charette	*Data analysis and chapter drafting*	*Consultant*	*32*	*$110.00*	*$3,520.00*		*$0.00*	*$3,520.00*
Historic Preservation, Resilience & Community Building charette	*Assembly of materials*	*Consultant*	*32*	*$90.00*	*$2,880.00*		*$0.00*	*$2,880.00*
Historic Preservation, Resilience & Community Building charette	*Meeting.time and travel*	*Consultant*	*8*	*$80.00*	*$640.00*		*$0.00*	*$640.00*
Historic Preservation, Resilience & Community Building charette	*Data analysis and chapter drafting*	*Consultant*	*32*	*$110.00*	*$3,520.00*		*$0.00*	*$3,520.00*
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Marketing	*Materials*	*Consultant*			*$0.00*	*Presentation Materials Posters, Renditions, GIS*	*$5,000.00*	*$5,000.00*
Totals				**Total**	*$22,940.00*	**Total**	*$5,837.00*	**Total** *$28,777.00*

Total Project Costs: *$28,777.00*
State Grant Funds (Grant Amount Requested): *$20,899.00*
Total Match Funds: *$7,878.00*
Minimum Required Match: (10% of Total Project Cost) *$2,877.70*
Additional Match Funds (Optional): *$5,000.00*

ATTACHMENT B - PAYMENT PROVISIONS

I. PAYMENT PROVISIONS AND REPORTING REQUIREMENTS

Upon execution of this Agreement and the Department's receipt of a submitted Requisition, the Department shall authorize 40% of the Grant Award to be released to the Grantee. A progress report included with a second Requisition is due by December 31, 2026. Upon review and approval of the progress report, the Department shall release an additional 30% of the Grant Award provided that the progress report reflects adequate progress towards completion. The final 30% of the Grant Agreement is a reimbursement for final expenses incurred by December 31, 2027, and is subject to the Grantee's expenditure of any required Match Funds set forth in Attachment A. The Grant Award and Match Funds identified in Attachment A will be proportionately reduced if the Total Project Costs are not fully expended.

All costs for which reimbursement is requested must comply with Attachment A and be incurred during the Period of Performance.

The Grantee shall submit, no later than *01/31/2028*, grant closeout documentation which shall include the following:

a. Final Report, the report shall be written on a form provided by the Department, via GEARS, the online grants management system.

b. Final Product, copies of any final products outlined in Attachment A. The final product must include evidence that the Municipal Planning Grant program, administered by the Department of Housing and Community Development, is credited for funding on the product itself.

c. Financial Documentation, including a summary ledger to accurately maintain financial records throughout the grant period; and
Summary Ledger

i. Copies of all invoices and receipts for all project expenditures, including match funds; and one of the following:

ii. Copies of all canceled checks, or

iii. A detailed transaction report which includes, date, recipient, check numbers, amount, and the report must be signed and certified by the Treasurer as true and accurate.

iv. Canceled checks or detailed transaction report must demonstrate that all invoices have been paid by the municipality.

d. If GIS work was done with grant funds, and if new data layers were created, please confer with the consultant and have them submit the new data layers via
GIS Data Submission Online Intake Form.

Upon agreement between the Department and the Grantee that the final report and activities have been completed satisfactorily, the Department shall authorize the release of the final 30% of the Grant Award.

All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Grantee, including but not limited to progress reports and other proofs of work.

(END OF ATTACHMENT B)

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED OCTOBER 1, 2024

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

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity:

A. The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

B. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

C. The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: https://aoa.vermont.gov/Risk-Claims-COI.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

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

12. Use and Protection of State Information:

A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315et seq. ("Confidential State Data").

B. With respect to State Data, Party shall:

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

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

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

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

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

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

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

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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

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

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

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

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by
Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

21. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: https://bgs.vermont.gov/purchasing-contracting/debarment.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

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

27. Termination:

1. **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.

2. **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.

3. **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 incompliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

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

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of $1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D

PROCUREMENT PROCEDURES

AND

OTHER GRANT REQUIREMENTS

1. Procurement Procedures

A. Background:

Municipal planning grants are state funds granted to municipalities. Procedures for spending these funds should be consistent with the principles of fair access for vendors of goods and services that govern the expenditure of state funds directly by state government.

Procurement refers to the purchase of personal services (performed by people) or tangible goods. The grantee may use its established procurement procedures provided they are at least equivalent to the standards set forth below.

B. Methods of Procurement:

1. Purchases of material goods under $500– The Grantee is not required to obtain price or rate quotations for material goods under $500, such as materials for a public meeting.

2. Purchases of personal services greater than $500 and up to and including $1,000 – the Grantee is required to obtain price or rate quotations, but no less than two, and maintain a record of the same in its files but is not required to contract for such services.

3. Contracts up to and including $10,000 – the Grantee is required to obtain price or rate quotations from a reasonable number of sources, but no less than two, and maintain a record of the same in its files.

4. Contracts for more than $10,000 – Competitive Selection: An RFP or RFQ should be broadly publicized. Depending on the subject matter of the contract, notice should be published in local newspapers, newspapers of general circulation, relevant websites, and/or trade or professional publications, as the circumstances warrant. Grantee may also solicit bids from potential contractors directly.

- **a.** Proposals/qualifications shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the project.
- **b.** The RFP/RFQ shall identify the scope of services, the procedural and substantive requirements of the bidding process, the key elements of the contract to be signed by the successful bidder, and all significant evaluation criteria, including their relative importance in the selection process.
- **c.** The Grantee shall document the method it uses to objectively evaluate the proposals and to make its final selection. Such documentation shall be maintained in Grantee's official records.
- **d.** The contract shall be awarded to the bidder whose proposal is most responsive to the RFP/RFQ evaluation criteria taking into consideration price and other factors identified by the Grantee.

5. Noncompetitive Selection: This method of procurement may be used when competitive selection is not possible for any of the following reasons:

- **a.** The item or service is available only from a single source.
- **b.** Public emergency or urgent need for the service or item does not allow time for a competitive selection process.
- **c.** After solicitation of a number of sources, competition is determined inadequate.

The Grantee must maintain in its files a thorough explanation of why non-competitive procurement is appropriate under the circumstances.

In no event shall any contract greater than $10,000 be sole sourced without prior written approval from the Department.

6. Other Methods of Selection: Grantee may use alternative procurement methods with the prior written approval of the Department.

7. Negotiations with Potential Contractors: The Grantee may select the winning bidder based on the responses to the RFP/RFQ, and then negotiate final terms of the contract with that entity.

C. Exceptions to Procurement Requirements:

1. Use of the regional planning commission (RPC) as agent (for rural towns and consortium projects only): If the Grantee is a rural town as defined in Vermont Statutes Title 24 section 4303 (25), or is a consortium of two or more municipalities, Grantee need not engage in competitive procurement procedures to contract with the RPC, subject to the following:

- **a.** The Grantee must identify the RPC as its agent for carrying out the provisions of this Agreement. As such, the RPC will be responsible for grant reporting and other administration associated with the grant. The Grantee will remain responsible for writing checks, and other fiscal agent tasks.
- **b.** The RPC must document and justify its charges. All charges must be in accord with local standards for similar work.
- **c.** Any contracts awarded by the RPC to other contractors or suppliers in connection with this Agreement must follow these procurement standards and must incorporate the contract provisions contained in Sections E and F, below.

2. Use of Contractor selected in competitive process at an earlier stage: If the Grantee engaged in a competitive procurement process as part of developing its Grant Application, and selected a contractor at that time, there is no requirement to re-open the selection process, provided that the scope of work remains substantially similar to what was in the Contractor's proposal.

3. Use of same architect, engineer, or other professional at different stages of the same project. If the Grantee is satisfied with the qualifications and performance of the architect, engineer or other professional who was awarded and performed some work with a clear and direct connection to the grant's scope of work and subject, it may offer that firm or individual additional work under the grant agreement without going through the competitive selection process

4. Use of an appointed non-staff municipal attorney for a legal review of a deliverable.

5. If the Grantee utilized the services of a consultant to prepare its grant application but did not go through a competitive process to select that consultant, the grantee must make the application available to prospective bidders as part of the RFP/RFQ process to ensure a fair and open competition among vendors.

6. Waiver: Upon prior request by the Grantee, the Department may waive any provision of the procurement procedures not required by law whenever it is determined that undue hardship will result from applying the requirement and that the best interests of the State are served by such waiver.

D. Conflict of Interest:

Conflict of interest is defined as "a significant pecuniary interest of an elected officer of the municipality, or of an appointed official whose work is related to the subject of this grant, or a member of such a person's immediate family or household, or of a business associate of such a person, in the selection of a vendor of goods and/or services under this grant."

The municipality must avoid actual conflicts of interest in this grant program. In addition, it should be sensitive to the appearance of conflict of interest with respect to its procurement of goods and services using these grant funds, and consult the Department when questions arise.

E. Contract Requirements:

1. For personal services or goods up to and including $1,000, a written contract is not required although it is recommended. Any written contract should address the issues outlined below.

2. Form of contract for personal services over $1,000 (required):

- **a.** A written contract signed by an authorized representative of (1) the Contractor and (2) the Grantee's legislative body is required. The contract must identify: the parties, the subject matter, the scope of work, the maximum amount to be paid, the products to be delivered and the duration of the contract. The contract should also contain provisions for amendment, cancellation, attachments, and controlling law. See model personal services contract at https://outside.vermont.gov/agency/ACCD/ACCD_Web_Docs/CD/CPR/Funding-and Incentives/Municipal-Planning-Grant/CPR-MPG-Sample-Contract.doc
- **b.** The contract shall include the basis for the total cost or contract price, an itemization of all costs for materials, personal services, which include the hiring of staff, the names of any persons whose participation the Grantee considers to be crucial to the award of the contract and provisions for what to do if such persons need to be replaced, consultants, and any other purchased items which together add up to the total cost.
- **c.** Payment provisions shall include the schedule of payment. It is useful to schedule the withholding of a percentage, such as 10%, until the Grantee is sure the work has been satisfactorily completed, for instance, until after the report has been completed and Grantee has reviewed it, or until Grantee has found the product to work as it was intended.
- **d.** All relevant products must be compatible with the Vermont Geographic Information System (VGIS) and meet all VGIS standards, which are available from the Vermont Center for Geographic Information.

F. Standard State Requirements of Bidders:

1. The Contractor will maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times to the Grantee and the State during the period of this contract and for three years thereafter for inspection by any authorized representatives of the State. The official records, however, will be maintained by the Grantee. 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, including any period for filing an appeal. The Grantee and the State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.

2. The Contractor certifies under the pains and penalties of perjury that he or she is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date the Contractor signs this contract.

3. The Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. The Contractor also agrees to include in all subcontract agreements a tax certification in form substantially identical to paragraph 2 above.

4. The Contractor agrees to comply with the requirements of Title 21 of the Vermont Statutes, sections 495-496, relating to fair employment practices, to the extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the contractor. Contractor further agrees to include this provision in all subcontracts.

5. The Contractor states that as of the date the contract is signed, he/she:

- **a.** Is not under any obligation to pay child support; or
- **b.** Is under such an obligation and is in good standing with respect to that obligation; or
- **c.** Has agreed to a payment plan with the Vermont Office of Child Support and is in full compliance with that plan. Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state, territory, or possession of the United States.

II. Press and Public Communication

If the Grantee, Subgrantee, or contractor issues any press release, public communication or product pertaining to the Project assisted by this Agreement, it shall include a statement that the project is funded by a Municipal Planning Grant awarded by the Department of Housing and Community Development.

III. GIS Work

For any projects including a GIS component:

1. The Grantee shall ensure that any contracts, subgrant agreements or subcontracts that are issued through this grant to develop GIS data shall require that the contractor, subgrantee, or subcontractor complete the GIS Data Submission Online Intake Form as part of its final work product.

2. With the GIS Data Submission Online Intake Form, Grantee shall also submit digital copies of GIS data produced with the Grant Award or any portion thereof if such data is not already available in the Vermont Open Geodata Portal. Digital GIS data includes spatial and tabular data attributes, documentation files, and must meet applicable standards as to data format and documentation of all products using the VGIS metadata standard. *Note: It is not necessary to submit subsets of data layers that are already listed in the VGIS Data Catalog (data hosted at the Vermont Open Geodata Portal). A subset would be an extract of existing data, such as road centerline data, for example*.

3. Digital Spatial Data will be submitted via the GIS Data Submission Online Intake Form as a single .zip file with documents in the Vermont State Plane Coordinate System, as specified in Title 1, Chapter 17 § 671- 679. Any of the following file formats is acceptable:

a. .shp (Shapefile – which also consist of files with other extensions such as .dbf and.shx)
b. .dwg (CAD file)
c. .dxf (CAD file)

4. All data and materials created or collected under this Agreement – including all digital data – are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. [Technical assistance and information on these GIS standards, guidelines and procedures are available from the Vermont Center for Geographic Information, Inc. (vcgi.vermont.gov or 802-585-0820).]

IV. Final Documents

All paper and electronic documents, plans, data, materials, and work products produced with State grant funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.

V. Termination

In the event of termination prior to disbursement of the entire grant amount, the parties shall agree upon the termination conditions and, in the case of partial terminations, the work that will be deleted from the Work Plan. The Grantee shall not incur new obligations for the terminated portion after the date of termination and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed credit for non-cancelable obligations properly incurred prior to termination, to the extent funds are available and at the discretion of the Department.

If the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, agreements, or stipulations of this Agreement, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the date thereof.

(END OF ATTACHMENT D)