

Agenda Summary July 24, 2024

Agenda Item No. A-3 Stowe Cider ARPA/Pretreatment Grant and Subgrant Agreements

Summary: In July 2023, in accordance with VTDEC's Request for Proposal requirements, the Selectboard authorized a Letter of Support and agreed to serve as a "Passthrough" entity, conditioned upon acceptable final Grant and Subgrant Agreements, on behalf of Stowe Cider for their possible participation in an ARPA grant opportunity for the purposes of installing a wastewater pretreatment system on the discharge from their cider making operations. Stowe Cider was successful and was awarded 85% of their requested funding (VTDEC reduced all applicants 15%), Stowe Cider currently operates under a High Strength Waste Agreement with the Town. The benefit for the Town in their achieving this objective would be a substantial improvement in their water quality discharge to our WWTP with reduced organic loading and resulting recovered organic capacity at our WWTP. Our High Strength Waste Agreements requires similar customers to install such a Pretreatment System when our WWTP reaches 75% of its organic capacity. It currently operates at approximately 60%-65% of our permitted organic capacity. This is a good opportunity for Stowe Cider to address this future need.

Enclosed are Final Drafts of a proposed Grant Agreement between the Town and VTDEC and a Subgrant Agreement between the Town and Stowe Cider for your review and possible acceptance. These are the result of an extended negotiation between the Town and VTDEC. Earlier drafts agreements presented by VTDEC, amending earlier drafts included with the RFP documents, included numerous additional provisions adding burden and risk to the Town. We objected to and these added "ensure" provision were ultimately successful in getting VTDEC to agreed to remove these surety provisions from the Grant Agreement between the Town and VTDEC with those responsibilities transferred to Stowe Cider thru our Subgrant Agreement.

Town Plan Impact: N/A

Fiscal Impact: The Town will incur expenses associated with this endeavor. We understand these to be reimbursable under the Grant. Provisions for the Town's cost recovery will be included in the final Sub-Grant Agreement and Grant Amount request.

Recommendation: Move to approve the ARPA Pretreatment Grant Agreement between the Town and VTDEC and the Subgrant Agreement between the Town and Stowe Cider and authorize the Town Manager to endorse on behalf of the Town.

ARPA SUBGRANT AGREEMENT

1. **Parties:** This is a Grant Agreement (“Agreement”) between the Town of Stowe, Vermont (“Subrecipient”), and White Mountain Distillery, LLC d/b/a Stowe Cider (“Sub-awardee”), a foreign corporation incorporated under the laws of New Hampshire, with its principal place of business at 17 Town Farm Lane, Stowe, VT, 05672. It is the Sub-awardee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Sub-awardee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is the use and management of grant funds to design and install a wastewater pretreatment system at Sub-awardee’s facility. The funds were applied for and received by the Subrecipient from the State of Vermont and the United States government, pursuant to the federal American Rescue Plan Act of 2021 and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, attached hereto. The detailed scope is described in Attachment A.
3. **Maximum Amount:** In consideration of the scope of work to be performed, the Subrecipient agrees to pay Sub-awardee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed Four Hundred and Eight Thousand Five Hundred and Ninety-Five U.S. Dollars (\$408,595.00). Pursuant to the terms of the Grant Agreement, Subrecipient may retain eligible administrative costs not to exceed Forty Thousand Eight Hundred and Fifty-Nine U.S. Dollars and Fifty Cents (\$40,859.50). Attachment B, Payment Provisions provides details on how the Sub-awardee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Sub-awardee without written approval from the State of Vermont.
4. **Procurement:** The Sub-awardee hereby certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow Sub-awardee’s procurement policy and shall comply with all Procurement Standards as described in 2 CFR Part 200, Subpart D, including but not limited to:

- a) **General Procurement Procedures (2 CFR 200.318)**

Written Procurement Procedures: The Sub-awardee must have and use its own documented procurement procedures consistent with applicable State and local laws and regulations, provided that the procurements conform to applicable federal laws, regulations and standards. These procedures must ensure that all solicitations:

- Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not contain features which unduly restrict competition.
- Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Contractor Oversight: Sub-awardee must maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.

Conflicts of Interest: Sub-awardee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may

participate in the selection, award, or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Sub-awardee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Sub-awardee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-awardee.

If the Sub-awardee has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Sub-awardee must also maintain written standards of conduct covering organizational conflicts of interest meaning that because of relationships with a parent company, affiliate or subsidiary organization, the Sub-awardee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

Unnecessary or Duplicative Items: The Sub-awardee's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

Fostering Economy: Sub-awardee is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and service; use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs; and use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

Documentation: Sub-awardee must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Time and Materials: The Sub-awardee may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

Sub-awardee Responsibility: The Sub-awardee alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements including source evaluation, protests, disputes, and claims.

b) Competition (2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

c) Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms (2 CFR 200.321)

Sub-awardee must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring prime contractor, if subcontracts are to be let, to take the affirmative actions listed.

d) Domestic Preferences for Procurements (2 CFR 200.322)

- i. As appropriate and to the extent consistent with law, Sub-awardee, its Sub-awardees and contractors should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron,

aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ii. For purposes of this subsection:

(A) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(B) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

e) Contract Cost and Price (2 CFR 200.324)

The regulations contained in 2 CFR 200.324 apply when procurement actions are taken in excess of the Simplified Acquisition Threshold (\$250,000) including contract modifications.

f) U.S. Treasury or Subrecipient Review (2 CFR 200.325)

The Sub-awardee must make available, upon request, technical specifications on proposed procurements where the U.S. Treasury or the Subrecipient believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the Sub-awardee desires to have the review accomplished after a solicitation has been developed, the U.S. Treasury or the Subrecipient may still review the specifications.

g) Bonding

The Sub-awardee shall comply with the bonding requirements of 2 CFR 200.326 for construction or facility improvement contracts or subcontracts. The Sub-awardee shall follow its own requirements relating to construction or facility improvements bid guarantees, performance bonds, and payment bonds *unless* the construction contract or subcontract exceeds the Simplified Acquisition Threshold of \$250,000. For those contracts or subcontracts exceeding \$250,000, U.S. Treasury may accept the bonding policy and requirements of the Sub-awardee, provided the Subrecipient has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as maybe required with the time specified.

A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure

fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223.

5. Source of Funds: Federal.
6. Grant Term: The period of Sub-awardee's performance shall begin upon date of execution, signified by the date of signature by the Town and end on September 30, 2026.
7. Eligibility: Sub-awardee certifies that it and its employees, agents, contractors, principals, officers and other persons engaged in carrying out the project are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted projects or federal funding.
8. Sub-awardee Bonds:
 - A. Sub-awardee shall pay for and provide a performance bond for 100 percent of the grant award securing Sub-awardee's performance under this Agreement. The bond shall be obtained from a company holding a certificate of authority as acceptable sureties pursuant to 31 CFR Part 223. The performance bond shall remain valid and redeemable by the Subrecipient until five years after the close-out of this Agreement.
 - B. Sub-awardee shall pay for and provide a payment bond for 100 percent of the Project costs to assure payment, as required by law and this Agreement, of all persons supplying labor and material in the execution of the Project. The bond shall be obtained from a company holding a certificate of authority as acceptable sureties pursuant to 31 CFR Part 223. The payment bond shall remain Valid and redeemable by the Subrecipient until two years after the close-out of this agreement.
 - C. Pursuant to 24 V.S.A. § 3254, by its execution hereof, Sub-awardee irrevocably consents to an assessment in the full amount of the grant, in lieu of submitting the question to the voters of the Town, in the event of a default and Sub-awardee's nonpayment of any amounts due by Subrecipient to the State or Federal government if Sub-awardee fails to indemnify Subrecipient in accordance with Section 33, below, within a reasonable time of no less than 30 days of Subrecipient providing written notice to Sub-awardee of its failure to indemnify Subrecipient pursuant to Section 33, below. The assessment shall be levied quarterly in the water and sewer bills invoiced to Sub-awardee by the Town with the total amount owed divided into four approximately equal installments.
9. Subrecipient Approval of Engineer:
 - A. Sub-awardee shall retain a certified Vermont Professional Engineer with experience in industrial wastewater pre-treatment design and construction as the Engineer of Record (the "EOR") to design and oversee the Construction, Start-up/Commissioning and

Certification of the Project. The EOR assigned to the Project must be approved by the Subrecipient. Before the EOR may be replaced with another EOR, the proposed replacement must be approved by the Subrecipient, and no work may be advanced until the EOR is so approved. The Subrecipient's approval of any replacement EOR shall not be unreasonably withheld or delayed, provided the proposed replacement EOR has relevant knowledge, experience and background in industrial wastewater pre-treatment system design and construction.

- B. The Subrecipient shall be directly copied on all work product produced by the EOR in connection with the Project, including but not limited to design documents, technical specifications, field reports, photographs, field measurements and testing results, as the same are generated and delivered to Sub-awardee. EOR shall provide both Sub-awardee and the Subrecipient periodic written confirmation that the Project has been constructed, installed, inspected and tested in accordance with the requirements of this Agreement.
- C. The Subrecipient shall have the right but not the duty to inspect the work independently and shall advise Sub-awardee and the EOR regarding any work deemed by the Subrecipient to be unacceptable in a reasonable exercise of its judgment. Sub-awardee shall promptly fix or correct any aspect of the work deemed by the Subrecipient to be non-compliant with the requirements of this Agreement, to the Subrecipient's reasonable satisfaction at Sub-awardee's sole cost and expense, regardless of whether such fix or correction is reimbursable by grant funds under this Agreement.

10. Final Plans and Permits:

- A. Prior to any construction of the Project, the Sub-awardee shall provide the Subrecipient for review the final plans for the Project certified by the EOR. The Sub-awardee shall secure any applicable permits prior to commencing construction of the Project.
- B. Review of the final plans for the Project by the Subrecipient is done in discharge of the Subrecipient's governmental responsibilities and in furtherance of the general public health, safety and welfare, and the Subrecipient has and assumes no specific relationship with, or duty of care to Sub-awardee or third parties by such review nor is immunity thereby waived by the Subrecipient or any of its officers and employees.
- C. Any changes proposed to the final plans for the Project must be reviewed, approved and certified by the EOR and thereafter submitted to the Subrecipient for review and, if acceptable, approval by the Subrecipient prior to the implementation of any changes.

11. Submittals: Sub-awardee shall submit to the Subrecipient, for its review and records, all final shop drawings and submittal documents reviewed and approved by the EOR for all Project materials and components.

12. Costs and Expenses: Sub-awardee shall at all times promptly make payments of all amounts due to persons supplying labor, materials or services in connection with the required improvements by this Agreement and to any persons who may otherwise be entitled to assert a lien by virtue of 9 V.S.A. § 1921, et seq., or otherwise. Sub-awardee shall indemnify and defend the Subrecipient, and its officers, agents, board members, managers, employees, contractors, successors and assigns, with respect to any such lien regardless of the merits of

the claimed lien and shall immediately take all steps necessary to remove such lien (including the provision of alternative security for the claim).

13. Construction of Project: The Sub-awardee shall ensure that the construction of the Project shall be commenced, prosecuted, advanced and completed in a timely, good and workmanlike manner by an adequately staffed and supervised work crew with appropriate knowledge and sufficient equipment to properly perform the work. Sub-awardee's contractors shall be experienced in industrial wastewater pre-treatment systems and be acceptable to the Subrecipient.
14. Ownership and Disposition of Assets: At the end of the grant term, Sub-awardee will retain any pipes, valves, pumps, tanks, or other equipment installed under this Subgrant Agreement and described in the scope of work for a use consistent with the purpose for which it was purchased or for any other eligible purpose in the Water, Sewer, or Broadband Infrastructure use category of the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Final Rule and Frequently Asked Questions (FAQ). Sub-awardee shall be prohibited from, and may not sell, transfer, encumber (other than original financing), or otherwise dispose of said equipment acquired under this Grant Agreement without disposition instructions from the Federal government, as described in Uniform Guidance 2 C.F.R. § 200.313 and as modified by the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Final Rule and FAQ.
15. Certification of Final Completion: Prior to close-out (see Section 22), the EOR shall provide the Subrecipient a Certificate of Final Completion and As-Built Drawings, certified by the EOR, depicting all components of the Project. The Certificate of Final Completion shall confirm compliance with the design documents, material specifications and testing results that show the Project actually functions to treat the industrial wastewater as designed and referenced in the final plans for the Project.
16. Warranty Period: The Sub-awardee shall keep the Project functioning as designed for at least five years from the date of the State's written acknowledgment of the Final ARPA Report for this Project, which is the close-out date for the purposes of this Subgrant. The Sub-awardee's performance bond shall remain valid until five years after the date of the State's written acknowledgment of the Final ARPA Report for this Project.
17. Insurance: Sub-awardee must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the Sub-awardee (2 CFR 200.310). The Sub-awardee shall obtain and maintain throughout the term of this Agreement and any renewal thereof, a policy or policies of general liability insurance naming the Subrecipient Town of Stowe as an additional insured and indemnifying the Subrecipient against all claims and demands, except claims and demands based on the Subrecipient's gross negligence, for injury to or death of any person, and damage or destruction or loss of property, in an amount not less than Two Million Dollars (\$2,000,000) for each and every occurrence. Upon request, Sub-awardee shall furnish to the Subrecipient a Certificate of Insurance for the coverage and limits mentioned above. This obligation of Subrecipient to maintain insurance shall expire upon expiration of the warranty period.
18. Work Product Ownership: Sub-awardee agrees, upon full payment by the State, that all 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.

19. Copyright: If this Agreement results in any copyrightable material or invention, the Subrecipient and/or U.S. Treasury reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
20. Prohibited Activity: Sub-awardee is prohibited from using Grant Funds provided herein or personnel employed in the administration of the Project for: political activities; inherently religious activities; lobbying; political patronage; and nepotism.
21. Final Reports: Sub-awardee shall submit all required final reports within 30 days of the end of the Sub-awardee's period of performance as defined by this Agreement.
22. Close Outs: Consistent with 2 CFR 200.344, the Sub-awardee's obligation to the Subrecipient shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: Sub-awardee close-out certifications, submission of final reports, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Subrecipient), and determining the custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-awardee has control over ARPA funds, including program income.
23. 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 Subrecipient and Sub-awardee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.
24. Severability: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
25. Section Headings and Subheadings: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
26. Waiver: The Subrecipients failure to act with respect to a breach by the Sub-awardee does not waive its right to act with respect to subsequent or similar breaches. The failure of the Subrecipient to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
27. Entire Agreement: This Agreement constitutes the entire agreement between the Subrecipient and the Sub-awardee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Subrecipient and the Sub-awardee.
28. Remedies for Noncompliance and Cancellation/Termination: In addition to any remedies available at law or in equity to the Subrecipient, Subrecipient may impose additional conditions, as described in 2 CFR 200.208, if the Sub-awardee fails to comply with federal statutes, regulations or the terms and conditions of this Agreement, or fails to meet expected

performance goals, or is not otherwise responsible. These conditions may include items such as the following:

- Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- Requiring additional or more frequent project status reporting;
- Requiring additional, more detailed financial reports;
- Requiring additional project monitoring;
- Requiring the Sub-awardee to obtain technical or management assistance; or
- Establishing additional prior approvals.

The Subrecipient must notify the Sub-awardee as to the nature of the additional requirements; the reason why the additional requirements are being imposed; the nature of the action needed to remove the additional requirements; the time allowed for completing the actions if applicable and the method for requesting reconsideration of the additional requirements imposed.

In accordance with 2 CFR 200.339, if the Subrecipient determines that noncompliance cannot be remedied by imposing additional conditions, the Subrecipient may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency.
- Disallow all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend or terminate the award.
- Recommend suspension or debarment proceedings as authorized under 2 CFR Part 180.
- Withhold future awards for the project or program.
- Take other remedies that may be legally available.

In accordance with 2 CFR 200.340 the Subrecipient may suspend or terminate this Agreement if the Sub-awardee fails to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and ARPA guidelines, policies or directives as may become applicable at any time; fails, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement; uses funds under this Agreement ineffectively or improperly, or; submits reports that are incorrect or incomplete in any material respect; in each case only after notice to Sub-awardee and Sub-awardee's failure to cure within 30 days of the date of notice to Sub-awardee. Sub-awardee may terminate this Agreement if Subrecipient fails to comply with any of the provisions referred to herein, but only after notice to Subrecipient and Subrecipient's failure to cure within a reasonable time.

29. Fiscal Year: The Sub-awardee's fiscal year starts _____ and ends _____.

30. Subrecipient's Administrative Costs: To the extent Subrecipient's administrative costs, fees and expenses incurred in connection with this Agreement either exceed the 10% retainage authorized by the Grant Agreement for Subrecipient's administrative costs, being Forty Thousand Eight Hundred and Fifty-Nine U.S. Dollars and Fifty Cents (\$40,859.50) per Section 3, above, or are not covered by said 10% retainage authorized by the Grant Agreement, the Sub-awardee shall pay for Subrecipient's personnel time and expenses

incurred on oversight, reporting, and administration regarding the Grant Funds at the cost to the Town. These costs will be invoiced by the Subrecipient to the Sub-awardee on no less than a quarterly basis and shall be paid directly by the Sub-awardee within 30 days of the invoice date.

31. Contracts: All contracts made by Sub-awardee under this federal award must contain the provisions stated in 2 CFR 200, Appendix II, and the provisions stated in Attachment C to this Agreement. Sub-awardee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and submitted with documented evidence of follow-up actions taken to correct areas of noncompliance.

32. Indemnification: Sub-awardee waives any and all claims and recourse against the Subrecipient, State of Vermont or U.S. Treasury, and their officers, agents, board members, managers, employees, contractors, successors and assigns, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to Sub-awardee's performance of this Agreement. Sub-awardee will indemnify, hold harmless, and defend the Subrecipient, State of Vermont and U.S. Treasury, and their officers, agents, board members, managers, employees, contractors, successors and assigns, against any and all claims, demands, damages, costs, settlements, expenses, or liability arising out of Sub-awardee's performance of, or failure to comply with, this Agreement.

33. Audit: If a Single Audit is required pursuant to 2 CFR 200 Subpart F or by the Grant Agreement, the Sub-awardee shall pay the cost of performing such Single Audit. No Grant Funds shall go toward the cost of performing an audit. The Sub-awardee shall provide a copy of the Single Audit within 30 days of the completion of the audit.

If neither 2 CFR 200 Subpart F nor the Grant Agreement requires an audit, the Subrecipient shall have the right to require an audit conducted at the cost of the Sub-awardee delineating the Project costs after completion of the Project. The audit shall be conducted by an independent auditor acceptable to the Subrecipient. Sub-awardee shall provide the Subrecipient with a copy of such audit upon completion. Any deficiencies noted in the audit report shall be fully cleared by Sub-awardee within thirty (30) days after receipt of said audit report by the Subrecipient. Failure of Sub-awardee to clear deficiencies noted in the audit report shall be a breach of this Agreement, and the Subrecipient may exercise any and all of its rights and remedies hereunder.

34. Availability of ARPA Funds: Sub-awardee acknowledges and agrees that the ARPA funding hereunder is subject to the control of the U.S. Treasury and may be encumbered, withdrawn, or otherwise made unavailable to the Subrecipient (whether earned or promised to, or by, Sub-awardee). Sub-awardee shall not be paid such funds unless and until they are made available for payment to the Subrecipient by the U.S. Treasury. No other funds owned or controlled by the Subrecipient shall be obligated under this Agreement unless specifically approved and permitted by the Town of Stowe Selectboard. Nothing herein constitutes a pledging or obligating of Subrecipient funds, its General Fund, or any real and personal property taxes, sales taxes, or any other tax revenues.

35. Attachments: This Grant consists the following attachments that are incorporated herein:
Attachment A - Scope of Work to be Performed

- Attachment B – Budget and Payment Provisions
- Attachment C – Customary State Grant Provisions
- Attachment D – Other Grant and Contract Provisions
- Attachment E – State Fiscal Recovery Fund (SFR) Quarterly Project Report Template
- Attachment F – State Fiscal Recovery Fund (SFR) Program Assurances
- Attachment G – Terms and Conditions for Federal Subrecipients
- Attachment H – Program Quarterly Project Report Template
- Attachment I – Wastewater Monitoring Report Form Template

36. Federal Funds Accountability and Transparency Act: The Federal Funds Accountability and Transparency Act requires recipients of grants who make First-Tier Sub-Awards over \$30,000 to provide reporting of those sub-awards pursuant to the Federal Funding Accountability and Transparency Act (FFATA). To assist the Subrecipient with it required reporting, Sub-awardee hereby certifies that the following information is correct:

Legal Name and Unique Entity Identifier (UEI) on File with the www.sam.gov (1):

Print Legal Name

UEI (2)

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

Yes No

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

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS SUBGRANT AGREEMENT.	
SUBGRANTEE	SUB-AWARDEE
By:	By:
_____	_____
Name: (Print) _____	Name: (Print) _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment A
Scope of Work to be Performed

Part or All of the Scope May be Sub-Granted

1. **Project Overview:** Through a Request for Proposals, Vermont municipalities submitted proposals on behalf of private businesses seeking ARPA grant funds agreeing to serve as pass-through entities for eligible pretreatment projects. The project is for the Sub-awardee to install a wastewater pretreatment system which will decrease biochemical oxygen demand (BOD₅) and total suspended solids (TSS) in the effluent. The goal is to reduce BOD₅ by 98.5% or 98.6 lbs/day and TSS by 98.5% or 16.45 lbs/day. This will allow for the safe discharge of wastewater to the Subrecipient’s publicly owned treatment works (POTW).

Table 1. SFR Program Information

SFR Program	Infrastructure
SFR Expenditure Category	EC 5.1 Clean Water: Centralized Wastewater Treatment
SFR Project Name	Wastewater Pretreatment-Stowe/Stowe Cider-Act74-G.700(a)(2)(B)
SFR Project ID No.	ANR-6140892204-015
Primary Place of Performance	17 Town Farm Ln, Stowe, VT 05672
National Pollutant Discharge Elimination System (NPDES) Permit # (if applicable)	VT0100455
Public Water System ID # (if applicable)	N/A
Median Household Income for Service Area	\$70,577.00
Lowest Quintile Income for Service Area	\$7,647.00

2. **Compliance:** Sub-awardee hereby certifies that all applicable federal, tribal, state, and local permits are applied for, obtained, and complied with.
3. **Statement of Need:** The Subrecipient’s POTW has a limited organic treatment capacity. As such, it is beneficial to have Sub-awardee remove as much of any pollutants, such as BOD₅ and TSS, as possible from its effluent. The Project will reduce the organic loading at the municipal treatment facility, which will increase the POTW’s capacity to serve local businesses and residents in Stowe, VT.
4. **Population Served:** According to the US Census Bureau, Stowe has a total population of 5,291 (2022). The percentage of young people (under 18 years of age) in the area is 21.4%, and the percentage of elderly people (ages 65+) is 28.2% (2022). For reference, the state of Vermont has 17.7% youth and 21.6% elderly (2022).
5. **Scope of Work:** Sub-awardee shall contract with a certified Vermont Professional Engineer with experience in industrial wastewater treatment design and construction to design and oversee the installation of a pretreatment wastewater system (the “Project”) to treat the process wastewater prior to its discharge from the Sub-awardee’s hard cider production facility in accordance with all government regulations. Sub-awardee shall complete the following related to the Project:
 - a. Sub-awardee shall use the Permit Navigator to determine which permits could be required by the Vermont Agency of Natural Resources (“ANR”) and request a jurisdictional opinion on

whether an Act 250 permit is required for the project. Sub-awardee shall provide the results of the Permit Navigator to Subrecipient and ANR.

- b. Sub-awardee shall submit of a sampling plan for process wastewater with the necessary quality assurance and quality control measures in accordance with Title 40 CFR Part 136¹. The plan shall include:
 - i. Description of the samples to be collected, sampling frequency, sampling methodologies, sample type (grab, batch, time-based composite, flow-proportioned composite), discharge period (8-hour, 24-hour, etc.), description of sample point and sample point ID (effluent weir, batch discharge tank, etc.), and analysis methods.
- c. Sub-awardee shall collect process wastewater samples prior to installation of the pretreatment system.
- d. Sub-awardee shall provide a report to the State with the results of pre-installation process wastewater sampling to the State. Sub-awardee must provide data in pdf and Excel formats via at least one completed Wastewater Monitoring Report Form (WR-43) with weekly sampling data for BOD₅, TSS, and TP and corresponding lab reports. The documents shall include data on:
 - i. Average and maximum process wastewater flow in gallons per day (gpd)
 - ii. Future average and future maximum flow projections (gpd)
 - iii. Biochemical Oxygen Demand (BOD₅) (mg/L and lbs/day)
 - iv. Total Suspended Solids (TSS) (mg/L and lbs/day)
 - v. pH
 - vi. Total Phosphorus (TP) (mg/L and lbs/day)
 - vii. Other project-specific pollutants, if applicable, as defined by the Sub-awardee (concentration and mass)
- e. Sub-awardee shall provide a draft basis of design to Subrecipient and the State. The document must be prepared by a Vermont-licensed Professional Engineer (P.E) with experience in industrial wastewater treatment design and construction and shall provide 90% completed basis of design of a wastewater pretreatment system that can achieve the desired outcomes articulated in the Project Overview. ANR is available as a resource to provide feedback regarding the draft basis of design for the purposes of the grant.
- f. Sub-awardee shall agree to the design of a full-scale process wastewater pretreatment system. All the documents shall be prepared, signed and sealed by a Vermont-licensed Professional Engineer (P.E.) with experience in industrial wastewater treatment design and construction. Sub-awardee shall:
 - i. Provide 100% final basis of design for project in accordance with the State's Basis for Final Design Guidance Document².
 - ii. Provide project schedule for the planning, permitting, design, construction, and operation of the pretreatment system.
 - iii. Provide a plan of operations which substantiates that any applicable effluent limits will be met during all stages of construction and during periods of equipment start-up and switch-over. Sub-awardee shall include in the plan of operations at least the following:
 1. If the business intends to halt normal operations while installing the pretreatment system, and if so, for how long normal operations will cease.
 2. All contingency plans if the business does or does not plan to shut down.
 3. The waste hauler on call, including backups, should the need arise to truck waste off site.
 4. How the Subrecipient will be informed prior to the new system coming online.

¹<https://www.ecfr.gov/current/title-40/chapter-I/subchapter-D/part-136>

²<https://dec.vermont.gov/sites/dec/files/wsm/wastewater/docs/Basis-for-Final-Design.pdf>

5. All waste streams and their destinations.
 6. Whose responsibility it would be to mitigate an issue with the pretreatment system and cover the potential costs associated if an issue were to occur.
 7. Who would be the point of contact to notify the State in the event an incident occurs
- g. Sub-awardee shall construct and install the pretreatment system designed in Subsection 5(f), above. Sub-awardee shall provide signed and sealed certification of completion by Sub-awardee's Vermont-licensed P.E. that the pretreatment system is operational and capable of achieving the pollution reductions stated in the Project Overview. The Sub-awardee shall provide record drawings with the certification of Sub-awardee's Vermont-licensed P.E. Said record drawings shall depict any Project alterations or changes that arose between submission of the 100% completed final project design plans and the completion of construction of the Project.
- h. Sub-awardee shall sample the process wastewater after installation of the equipment and shall provide to the State and Subrecipient data in pdf and Excel formats via one completed WR-43 form with weekly sampling data for BOD₅, TSS, and TP and corresponding lab reports. The report and supporting documents provided by Sub-awardee shall include data on:
- i. Average and maximum process wastewater flow in gallons per day (gpd)
 - ii. Future average and future maximum flow projections (gpd)
 - iii. Biochemical Oxygen Demand (BOD₅) (mg/L and lbs/day)
 - iv. Total Suspended Solids (mg/L and lbs/day)
 - v. pH
 - vi. Total Phosphorus (mg/L and lbs/day)
 - vii. Other project-specific pollutants, if applicable, as defined by the sub-awardee (concentration and mass).

Table 2. Pretreatment System Milestones and Deliverables Schedule:

	#	Milestone	Deliverable	Due Date
Project Implementation	1	Create agreement with Sub-awardee	a. Provide signed copy of sub-awardee agreement	July 31, 2024
	2	Complete Permit Navigator Questionnaire	a. Provide copy of Permit Navigator results	July 31, 2024
	3	Sample current process wastewater	Provide the following: a. Process wastewater sampling plan for approval b. Lab reports of pre-implementation process water quality data c. At least one completed WR-43 form with weekly BOD ₅ , TSS, and TP sampling data	August 31, 2024
	4	Draft full-scale process wastewater pretreatment system basis of design	a. Provide draft 90% completed basis of design	September 30, 2024
	5	Plan/design process wastewater pretreatment system	Provide the following: a. Project schedule b. Plan of operations c. 100% completed final project design d. Submit Pretreatment Permit Application to ANR	December 31, 2024
	6	Install pretreatment equipment	Provide the following: a. Signed and sealed certification of completion by Vermont P.E. that the	June 30, 2026

			<p>pretreatment system is operational and capable of reducing BOD₅ and TSS in the effluent as described in the Project Overview</p> <p>b. Record drawings with Vermont P.E.'s certification, which shall depict any Project alterations or changes that arose between submission of the 100% completed final project design plans and the completion of construction of the Project</p> <p>Note: The Secretary will issue a written acknowledgment of the operational status of the pretreatment system.</p>	
	7	Quarterly Progress Tracking	<p>Provide the following:</p> <p>a. ARPA SFR Quarterly Progress Report (Attachment E)</p> <p>b. Programmatic Progress Report (Attachment H)</p>	Due 5 days after the close of each quarter (December 31 st , March 31 st , June 30 th , September 30 th) for the life of the agreement
	8	Program Quarterly Meetings	a. Meet with the State, Subrecipient, and Sub-awardee together, either in-person or virtually	<p>Due within the month following each quarter.</p> <p>The State reserves the right to delay or cancel the meeting.</p>
Final Deliverables (A minimum of 10% held until final deliverables are received)	9	Sample process wastewater	<p>Provide the following:</p> <p>a. Lab reports of post-implementation process water quality data</p> <p>b. At least one completed WR-43 form with weekly BOD₅, TSS, and TP sampling data</p>	September 30, 2026
	10	Final ARPA Reporting	a. Submit SFR Quarterly Progress Report (Section 1 of Attachment E) and Annual Performance Measure Information (Section 3 of Attachment E).	Due with final invoice

* Due dates for interim deliverables can be extended upon written approval by the State.

6. Results: Sub-awardee shall provide the following:

- a. Performance Measure 1: Number of wastewater pretreatment systems implemented/upgraded
- b. Performance Measure 2: Number of final (100%) designs completed
- c. Performance Measure 3: POTW capacity preserved in mg/L (This shall be reported as separate values for BOD₅, TSS, and TP)
- d. Performance Measure 4: POTW capacity preserved in lbs/day (This shall be reported as separate values for BOD₅, TSS, and TP)

7. Evaluation: Sub-awardee will be assessed against all the reporting requirements in this Grant Agreement, and accordingly Sub-awardee shall complete every deliverable in a timely and complete manner to receive payment.
8. Reporting:
 - a. Sub-awardee is required to submit quarterly progress reports for the quarters ending December 31, March 31, June 30, and September 30 on a template provided by the Subrecipient (Attachments E and H) by the 5th day after the end of each quarter. Subrecipient and Sub-awardee shall meet with ANR, either in-person or virtually, within the month following the end of each quarter.
 - b. Sub-awardee shall submit a Final ARPA Report to the Subrecipient with the last invoice. The final report shall consist of SFR Quarterly Progress Report/Attachment E: Quarterly Information (Section 1) and Annual Performance Measure Information (Section 3).
9. Other Provisions.
 - a. Sub-awardee shall follow prevailing Vermont Wage Rates. Sub-awardee or its Vermont-licensed P.E. shall certify that all construction employees working on the Project shall be paid not less than mean prevailing wage published periodically by the Vermont Department of Labor in its occupational employment and wage survey plus an additional fringe benefit of 42 and one-half percent of wage, as calculated by the current Vermont prevailing wage survey.
 - b. Sub-awardee shall meet, at a minimum, the applicable Federal procurement standards. The basic authority for the Federal requirements, the Federal Office of Management and Budget's "Uniform Guidance", is 2 CFR Part 200. <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>. Upon request, Sub-awardee will provide their procurement policies and procedures to the State.
 - c. Sub-awardee shall own, operate and maintain (in functional condition) the pretreatment system consistent with the purpose of this Subgrant Agreement for the useful life of the investment, which is a minimum of five years from the date of the State's written acknowledgment of the Final ARPA Report for this Project. If the pretreatment system ceases to operate for the minimum of five years from the aforesaid date of the State's written acknowledgment, then Subrecipient shall require Sub-awardee to give written notice to Subrecipient regarding the reason for the cessation of operation of the pretreatment system, Subrecipient shall then notify the State, and the Sub-awardee may be required to reimburse funds to the Subrecipient and Federal government.
 - d. Sub-awardee is prohibited from, and may not sell, transfer, encumber (other than original financing), or otherwise dispose of said equipment acquired under this agreement without disposition instructions from the Federal government, as described in Uniform Guidance 2 C.F.R. § 200.313 and as modified by the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Final Rule and FAQ.
 - e. Sub-awardee shall seek written pre-approval from the Subrecipient for minor modifications to construction element locations due to variations in terrain or budget. The scope and site plans in this Agreement portray an ideal situation. Minor adjustments which result in an equivalent end product shall be allowed following Subrecipient approval.

Attachment B

Payment Provisions

1. This grant is a performance-based grant with cost-reimbursable payment terms. Payments made to the Subrecipient by the State are based on the submittal of monthly invoices, including date ranges in which activities on this grant were undertaken. Subrecipient is required to keep documentation of all expenses reported to the State and to submit those documents with each invoice. Invoices must be submitted on the Attached Form 430. Sub-awardee shall cooperate fully in Subrecipient's submission of invoices to the State.
2. The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

3. Risk-Based Assessment:

Table 3. Risk Level: High

Risk Level	Monitoring Requirements
High	- This grant is deemed high risk in accordance with the State's granting plan. Sub-awardee must submit to the State and the Subrecipient, at minimum, quarterly progress reports. Sub-awardee's progress reports must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.

- a. These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
- b. If Subrecipient is required to have a Single Audit, it will report to the State the audit, findings, and Management Response Letter, including corrective actions, within 9 months after the end of Subrecipient's fiscal year.
4. Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.
5. The Subrecipient shall:
 - Include a copy of all receipts for costs requested for reimbursement.
6. Other Provisions
 - a. Pre-award costs starting March 3, 2021, are allowable under this Grant Agreement as determined by the Grant Manager and as related to the scope of work in Attachment A.
 - b. All invoices must be received within 60 days after the end date of this Subgrant Agreement. Any invoices received after 60 days may not be honored.
 - c. Subrecipient is conferred blanket approval from the State to execute any subgrant or subcontracts associated with the Grant Agreement and related amendments according to Attachment C, #19. As part of the procurement process, the Sub-awardee must verify, document and certify in writing to Subrecipient that none of its subcontractors/subgrantees are listed on the federal debarment list located at <https://sam.gov/content/home> or the State debarment list maintained by the Vermont Buildings and General Services (BGS) and located at: <https://bgs.vermont.gov/purchasing-contracting/debarment>. Both the name of the entity and name of the primary point of contact must be checked.

Upload all completed forms to: <https://anronline.vermont.gov/home>

Form 430 Request for Funds

Form must be filled out entirely before payment is released

Subrecipient Name: Town of Stowe **Grant #:** 06140-2023-ARPA-PT14

Date Range: _____ **Payment#:** _____ **Amount Requested:** _____

Table 4. Detailed Grant Budget

Budget Categories	Budget Amount	Amount Previously Invoiced	Amount Requested	Remaining Amount
Project Implementation	\$367,735.50			
Final Deliverables (A minimum of 10% of total award held until final deliverables received)	\$40,859.50			
Total	\$408,595.00			

Approvals for Payment

Signed by:

Subrecipient: _____ Date: _____

Title: _____

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

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

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023

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](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; training to implement the information security measures; and
 - vi. monitoring of the security of any portions of the Party’s systems that are used in the provision of the services against intrusion.
- E.** No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F.** Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G.** State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H.** In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.
- 13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period,

the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the 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 – OTHER GRANT AND CONTRACT PROVISIONS
OTHER GRANT AND CONTRACT PROVISIONS

1. For contracts awarded over \$200,000 for maintenance, construction, or improvement project shall provide that all construction employees working on the project shall be paid not less than mean prevailing wage published periodically by the Vermont Department of Labor in its occupational employment and wage survey plus an additional fringe benefit of 42 and one-half percent of wage, as calculated by the current Vermont prevailing wage survey.
2. For projects over \$10 million, the following is required to be reported to the State with Quarterly Project Reports, as applicable:
 - a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
 - i. The number of employees of contractors and sub-contractors working on the project;
 - ii. The number of employees of contractors and sub-contractors working on the project;
 - iii. The number of employees on the project hired directly and hired through a third party;
 - iv. The wages and benefits of workers on the project by classification; and
 - v. Whether those wages are at rates less than those prevailing.³ Recipients must maintain sufficient records to substantiate this information upon request.
 - b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
 - i. How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
 - ii. How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
 - iii. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
 - iv. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 - v. Whether the project has completed a project labor agreement.
 - c. Whether the project prioritizes local hires.
 - d. Whether the project has a Community Benefit Agreement, with a description of any such agreement
 - e. State and Local Fiscal Recovery Funds (SLFRF) funds may be used to acquire real and personal property, supplies, and equipment. Except for property, supplies, or equipment acquired using revenue loss funds, recipients must follow the applicable provisions of the Uniform Guidance regarding property standards (2 CFR 200.310-316. During the period of performance, a recipient may use property, supplies, or

³ As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.

equipment purchased or improved with SLFRF funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements. If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315. After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or improved or for any other eligible purpose in the same category as the purpose reported to Treasury as of the final reporting period. Recipients are responsible for being able to substantiate their determinations on whether the use of an asset is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with their award. Recipients are not required to seek or obtain the approval of Treasury prior to changing the use within the parameters of the authorized purpose.

Attachment E

STATE FISCAL RECOVERY (SFR) QUARTERLY PROJECT REPORT

Name: Town of Stowe

Contact Completing Report: *Click or tap here to enter text.*

Report Date: *Click or tap here to enter text.*

Grant Project: 2023 Pretreatment ARPA

Grant ID: 06140-2023-ARPA-PT14

Quarter End Date: *Click or tap here to enter text.*

Quarterly Information Collected Every Quarter	
Projected/Actual Construction Start Date (month/year):	<i>Click or tap here to enter text.</i>
Projected/Actual Initiation of Operations Date (month/year):	<i>Click or tap here to enter text.</i>
Project Status:	<i>Click or tap here to enter text.</i>

Risk-Based Information High Risk: Collected Quarterly	
Summary of progress made on deliverables within reporting timeframe.	<i>Click or tap here to enter text.</i>
Milestone status updates	<i>Click or tap here to enter text.</i>
Technical/cost/schedule issues encountered	<i>Click or tap here to enter text.</i>
Work planned for next period	<i>Click or tap here to enter text.</i>

Annual Performance Measure Information Collected Quarter ending on March 31 st	
Number of wastewater pretreatment systems implemented/upgraded	
Number of final (100%) designs completed	
POTW capacity preserved in mg/L	
POTW capacity preserved in lbs/day	

ATTACHMENT F – STATE FISCAL RECOVERY FUND PROGRAM ASSURANCES

An authorized signatory of Sub-awardee must attest to the following by checking the box next to the statement and signing this document.

1. I have the authority to request payment from the State of Vermont. I am requesting payment for costs incurred in connection with section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (“section 602”).
2. As required by federal law, the SFR will only be used for approved economic support or costs incurred during the period that begins on March 3, 2021 and December 31, 2024, in response to the COVID-19 public health emergency and its negative economic impacts.
3. Sub-awardee will report on incurred expenses and/or losses, in a form and at a frequency prescribed by the State of Vermont and will cooperate with the State of Vermont in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 602.
4. To the extent that actual expenditures or demonstrated need is less than the total award amount, Sub-awardee agrees to return the balance of unspent funds to the State of Vermont. If the United States Department of the Treasury recoups funds from the State of Vermont based on a determination that these award funds were used in a manner not in compliance with section 602, Sub-awardee agrees that the State of Vermont may recover funds from Sub-awardee by reducing future funding in State budgets.
5. Sub-awardee must repay the award or portion of the award to the Vermont Agency of Natural Resources, Department of Environmental Conservation if: any funds received were issued in error; are based on incorrect representations made to the Vermont Agency of Natural Resources, Department of Environmental Conservation; or any costs forming the basis of an award under this program are covered by other federal funds or federally forgiven loans received by Sub-awardee. I agree that the final determination of whether there has been a duplication of benefits and the amount to be repaid, if any, will be made by the Vermont Agency of Natural Resources, Department of Environmental Conservation.
6. Sub-awardee shall maintain and make available to the State of Vermont and/or United States Department of the Treasury, upon request, all documents and financial records sufficient to establish compliance with section 602. Records and supporting documentation must be maintained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Records to support compliance with subsection 602 may include, but are not limited to, copies of the following:
- a. General ledger and subsidiary ledgers used to account for (a) the receipt of SFR payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
 - b. Budget records;
 - c. Payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
 - d. Receipts of purchases made related to addressing the public health emergency due to COVID-19;
 - e. Contracts and subcontracts entered into using SFR payments and all documents related to such contracts;
 - f. Grant agreements and grant subaward agreements entered into using SFR payments and all documents related to such awards;

- g. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and Sub-awardees;
- h. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- i. All internal and external email/electronic communications related to use of SFR payments; and
- j. All investigative files and inquiry reports involving SFR payments.

7. To the best of my knowledge, neither Sub-awardee nor Sub-awardee '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.

8. Sub-awardee will complete the Sub-awardee Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether a Single Audit is required for the prior fiscal year. If a Single Audit is required, Sub-awardee will submit a copy of the audit report to the State of Vermont within 9 months. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the Sub-awardee expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F.

9. Sub-awardee will submit reports as required by the State of Vermont, Agency of Administration, and/or Vermont Agency of Natural Resources, Department of Environmental Conservation.

10. The Vermont Agency of Natural Resources, Department of Environmental Conservation may share the information on this federal award with other Vermont state agencies, and other Vermont agencies can share information with Vermont Agency of Natural Resources, Department of Environmental Conservation for the purpose of verifying Sub-awardee's eligibility for this or another award or stimulus payment related to the COVID-19 pandemic.

11. Sub-awardee authorizes the State of Vermont to share data relevant to this award with the U.S. Department of Treasury, including but not limited to previously submitted W-9 data that is related to this award.

12. All of Sub-awardee's tax returns are completed and filed through the date of application filing.

13. Sub-awardee complies with local, state and federal labor laws.

14. Sub-awardee is in good standing with the Vermont Secretary of State.

15. I attest, under penalty of perjury, that all information provided on this form is true and accurate. I understand that the State of Vermont will rely on this certification as a material representation in making this federal award. Further, I understand that intentional misrepresentation of information is fraud and may subject me or my organization to disqualification from receiving further benefits, administrative penalties, and criminal prosecution.

16. Sub-awardee understands that, if Federal guidance on the regulations of the State Fiscal Recovery Fund change, it may change the terms of this award.

17. Sub-awardee certifies that for contracts awarded over \$200,000 for maintenance, construction, or improvement project shall provide that all construction employees working on the project shall be paid not

less than mean prevailing wage published periodically by the Vermont Department of Labor in its occupational employment and wage survey plus an additional fringe benefit of 42 and one-half percent of wage, as calculated by the current Vermont prevailing wage survey.

18. Sub-awardee certifies that that they will require any subcontractors or subgrantees to also certify that for contracts awarded over \$200,000 for maintenance, construction, or improvement project shall provide that all construction employees working on the project shall be paid not less than mean prevailing wage published periodically by the Vermont Department of Labor in its occupational employment and wage survey plus an additional fringe benefit of 42 and one-half percent of wage, as calculated by the current Vermont prevailing wage survey.

Printed Name:

Authorized Signature:

Title:

Organization Name:

Date:

**ATTACHMENT G - TERMS AND CONDITIONS FOR FEDERAL SUBRECIPIENTS -
U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE FISCAL RECOVERY FUND AWARD**

1. Use of Funds.
 - a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 602 of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.
3. Maintenance of and Access to Records
 - a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 602 of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.
 - c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
4. Conflicts of Interest. Participant understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Participants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
5. Compliance with Applicable Law and Regulations
 - a. Participant agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602 of the Act, and guidance issued by Treasury regarding the foregoing. Participant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Participant shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180,

- subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Participant Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
6. Remedial Actions. In the event of Participant's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602 of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602 of the Act.
7. Hatch Act. Participant agrees to comply, as applicable, with requirements of the Hatch Act (U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
8. False Statements. Participant understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
9. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP4407 awarded to State of Vermont by the U.S. Department of the Treasury."

10. Debts Owed the Federal Government.

- a. Any funds paid to Participant (1) in excess of the amount to which Participant is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 602 of the Act and have not been repaid by Participant shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Participant. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Participant knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

11. Disclaimer

- a. The United States expressly disclaims any and all responsibility or liability to Participant or third persons for the actions of Participant or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Participant does not in any way establish an agency relationship between the IFA, United States and Participant.

12. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Participant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Participant, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Participant shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

13. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Participant should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

14. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Participant should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Participant should establish workplace safety policies to decrease accidents

caused by distracted drivers.

Attachment H – Program Quarterly Project Report Template



Department of Environmental Conservation

ARPA Wastewater Pretreatment Grant
1 National Life Drive, Davis 3
Montpelier, VT 05620-3803

[Phone] 802-828-0141 | 877-344-0354 (Toll Free)
[Email] Ashley.Hellman@vermont.gov
[Web] anr.vermont.gov/special-topics/arpa-vermont/pretreatment-capacity

Agency of Natural Resources

ARPA Wastewater Pretreatment – Programmatic Reporting

Project Information:

Project: _____ Date: _____

Municipality/Subrecipient: _____ Sub-

awardee: _____

Contractor: _____

Work Period (start date – end date): _____ - _____

Overall Grant Cost and Time Summary:

Estimated Project Completion (date): _____

Amount Spent This Quarter: \$ _____

Amount spent to Date: \$ _____

Work Progress and Future Issues:

Work Completed This Quarter Compared to Milestones & Deliverables Table:

Empty table box for reporting work progress and future issues.

Work In Progress:

Barriers to Meeting Future Due Dates:

Delayed Work/Scheduled Work Not Completed This Quarter:

Steps to Get on Schedule:

Other (please list topics you want to discuss at our check in, questions, points for clarification, etc.):

Place Saver for Attachment I for Wastewater Monitoring Report