

AGREEMENT BY AND BETWEEN  
MOUNT ASCUTNEY REGIONAL COMMISSION and  
ADDISON COUNTY REGIONAL PLANNING COMMISSION

# \_\_\_\_\_

**WITNESSETH:**

**1. Parties:** This is an Agreement for services between the Mount Ascutney Regional Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 38 Ascutney Park, Ascutney, VT. 05030, hereinafter called "MARC") and \_\_\_\_\_ with principal place of business at \_\_\_\_\_, hereinafter called "SUB-RECIPIENT"). It is the SUB- RECIPIENT's responsibility to contact the Vermont Department of Taxes to determine if, by law, the SUB-RECIPIENT is required to have a Vermont Department of Taxes Business Account Number.

**2. Scope of Work:** The subject matter of this Sub-Grant Agreement is for the implementation of Vermont's Brownfield program by providing assessment funding to recognized brownfield sites in the State. The funding for this program is made possible through grant funding from Vermont Agency of Commerce and Community Development; Department of Economic Development, pursuant to MARC's obligations under the State Brownfields Revitalization Grant agreement # 07120-22-18. The tasks and obligations of the SUB-RECIPIENT are described in Attachment A.

**2. Maximum Amount:** In consideration of the services to be performed by SUB-RECIPIENT, the MARC agrees to pay SUB-RECIPIENT, in accordance with the payment provisions specified in Attachment A, a sum not to exceed **\$100,000.00**

**3. Source of Funds:** State Funds.

**4. Term of Sub-Grant:** This Sub-Grant shall begin on November 1, 2021, by the Parties. SUB- RECIPIENT shall complete the work by June 30, 2023.

**5. Payment Schedule:** Initially, each participating SUB-RECIPIENT will receive an initial award of \$50,000.00 to be used to hire Qualified Environmental Professionals and for administrative services performed by the SUB-RECIPIENT. The maximum allowable reimbursement for these administrative services is 10% of the award. After 75% of the initial award has been spent or encumbered, an additional award of up to \$50,000 may be made to the requesting SUB-RECIPIENT. Additional information on payment provisions and reporting requirements can be found in Attachment A.

**6. Assignment of Sub-Grant:** The SUB-RECIPIENT agrees this obligation is not assignable.

**7. Amendment:** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the MARC and SUB-RECIPIENT.

**8. General Guarantee:** The SUB-RECIPIENT shall perform all work in a professional manner and accurately collect and transmit all data gathered pursuant to this Agreement.

**9. Cancellation:** This Agreement may be canceled by either party by giving written notice at least thirty (30) days in advance. If SUB-RECIPIENT fails to perform in accordance with the

Sub-Grant Documents, MARC may cancel the Sub-Grant. If it chooses to cancel the Sub-Grant, MARC shall pay the SUB-RECIPIENT for all work performed to date, minus any sums it expends to correct defective work and expenses, costs damages and legal fees it incurs in curing the defective work and completing the project.

**10. Grant Agreement:** SUB-RECIPIENT recognizes that this Agreement is subordinate to and governed by a grant agreement MARC received from the State of Vermont (ACCD/DED). SUB-RECIPIENT warrants that it is familiar with the requirements of the dominant grant agreement and shall perform all work in accordance with the requirements of said agreement, specifically including Attachment C, Standard State Provisions for Contracts and Grants and the specific requirements contained in the next ten subsections of this Agreement.

**11. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**12. 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.

**13. Location of State Data:** No 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 continental United States, except with the express written permission of the State.

**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. 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. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. 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.

- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**16. 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, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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.

**17. 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.

**18. 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: <http://bgs.vermont.gov/purchasing/debarment>

**19. 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.

**20. 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 \$1,001, 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.

**21. Vermont Law.** This Agreement shall be construed under the laws of the State of Vermont and may be modified or amended only by a written instrument executed by both MARC and the SUB-RECIPIENT.

**22. Contact persons for this Agreement:**

MARC

Cindy Ingersoll

Phone: 802-674-9201

E-mail: cingersoll@ marcvt.org

SUB-RECIPIENT:

Phone:

E-mail:

**23. Attachments:** This Agreement consists of 4 pages plus the following attachments which are incorporated herein:

Attachment A — Scope of Work to be Performed and Payment

Attachment B — MARC Provisions (ACH Form, First Installment Request Form)

Attachment C — Standard State Provisions for Contracts and Grants

Attachment D — Other State Provisions

Attachment E — Project Information Form

**24. Flow Down:** Attachment C and D contain Standard State grant agreement language which refer specifically to MARC's grant with ACCD/DED. All State and Federal requirements, if any, flow down to the SUB-RECIPIENT regardless of specific applicability.

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

**Mount Ascutney Regional Commission:**

By: Thomas Kennedy  
Its duly authorized agent

Date: 10/2/2021

**Sub-Recipient:**

Name: \_\_\_\_\_

By: \_\_\_\_\_

Its Duly authorized agent

Date: \_\_\_\_\_

## ATTACHMENT A

### SCOPE OF WORK TO BE PERFORMED and PAYMENT PROVISIONS

1. The participating SUB-RECIPIENT agrees to work cooperatively with the Mount Ascutney Regional Commission, (MARC), Vermont Department of Environmental Conservation (DEC), and the Agency of Commerce and Community Development (ACCD).
2. The SUB-RECIPIENT agrees that these funds can only be used for [Brownfields Reuse and Environmental Liability Limitation Act program \(BRELLA\)](#) eligible projects (Attachment E).
3. The SUB-RECIPIENT will use the ‘Brownfields Revitalization Assessment Grant Program-Project Information Form’ provided in Attachment E for each project seeking funding. The SUB-RECIPIENT will submit the form to their designated Vermont DEC Brownfield Coordinator for review and comment. SUB-RECIPIENT must receive project feedback from DEC Brownfields staff before work commences.
4. **Brownfield Promotion:** The SUB-RECIPIENT shall demonstrate participation and community engagement by attending and participating in Brownfield related meetings and events, sponsored by ACCD as they relate to this grant program. The SUB-RECIPIENT will work with ACCD and the DEC in promoting the brownfield programs and funding opportunities available to leverage State and Federal program opportunities to potential applicants. The SUB-RECIPIENT will advocate for projects that align with the eligibility criteria of ACCD’s Brownfield Revitalization Fund - State Program: Notice of Funding Opportunity anticipated to have the greatest demonstrable economic impacts

### Fund Disbursement and Performance Progress Reporting

5. Disbursal of grant funds will be in two installments. The first installment shall be paid upon execution of this Agreement and receipt by MARC of the ‘First Installment Request Form’ (see Attachment B). The first installment shall be \$50,000.00. The second installment can be requested and may be disbursed once the SUB-RECIPIENT has expended or encumbered 75% of all funding advanced in the first installment and as documented in prior submitted progress reports and a completed ‘Request for Second Installment Report Form’.
6. On or before January 1, 2023 SUB-RECIPIENT will provide a status report on the expenditure or encumbrance of the grant funds disbursed by the SUB-RECIPIENT as of December 1, 2022. The SUB-RECIPIENT shall provide to MARC a mutually agreeable plan detailing the anticipated expenditure of any remaining portion of funds. If the SUB-RECIPIENT cannot demonstrate, to the satisfaction of MARC, that their funding can be expended or encumbered by March 30, 2023, then MARC reserves the right to recover the SUB-RECIPIENT’s existing funds for reallocation for use by SUB-RECIPIENTs that have requested additional funds.
7. The SUB-RECIPIENT will return to the MARC any unexpended or unencumbered funds as of June 30, 2023, prior to July 10, 2023 in a manner to be determined by MARC.
8. **Performance Progress Reporting:** SUB-RECIPIENT shall provide quarterly progress reporting to MARC using the online ‘State Brownfields Assessment Program Progress Report’ shared template which can be accessed at <https://marcvt.org/brownfields-revitalization-assessment-program-for-rpcs/>. Quarterly reporting is to be submitted according to the following schedule:

- a. Quarter ending 12/31/2021, progress reporting shall be submitted on or before January 10, 2022;
- b. Quarter ending 3/31/2022, progress reporting shall be submitted on or before April 10, 2022;
- c. Quarter ending 6/30/2022, progress reporting shall be submitted on or before July 1, 2022;
- d. Quarter ending 9/30/2022, progress reporting shall be submitted on or before October 1, 2022;
- e. Quarterly reporting must continue until all funds have been disbursed and expended and a final report shall be submitted no later than July 10, 2023 or 45 days following the date all of the funds have been expended, whichever comes first.

The online progress report will require the following information including but not limited to:

- a) Site Name
  - b) Sites Management Section ID# (SMS #)
  - c) Site Address (number, street, town)
  - d) Project Activity funded (Phase I, Phase II, ECAA, CAP development, HBM)
  - e) Project Type (residential, commercial, municipal, industrial, other)
  - f) Funded and disbursed amounts
  - g) Name of Environmental Professional/company and individual)
- 9. Attribution:** Attribution shall be made to the State in all publications, i.e., newsletters, press releases, event promotions, webpages, programs, etc.

**Attribution shall read:** *This (activity to be filled in specific to the publication) of (RPC NAME) is made possible in part by a grant from the State of Vermont through the Agency of Commerce and Community Development, Department of Economic Development.*

## **ATTACHMENT B MARC PROVISIONS**

1. SUB-RECIPIENT must provide a Certificate of Insurance with Mount Ascutney Regional Commission as additional insured along with this signed agreement.
2. SUB-RECIPIENT must provide a current and completed W9 along with this signed agreement.
3. SUB-RECIPIENT must provide a completed and signed Authorization Agreement for Automatic Deposits (ACH Form attached) along with this signed agreement.
4. SUB-RECIPIENT must provide MARC with a 'Request for First Installment' form following receipt by SUB-RECIPIENT of a fully executed Agreement before funds will be released to SUB-RECIPIENT per Attachment A, section 5 (Request for First Installment Form attached).
5. SUB-RECIPIENT must provide MARC with a completed 'Request for Second Installment Report Form' before funds can be released to SUB-RECIPIENT. Upon review and approval by MARC, SUB-RECIPIENT will receive the second installment per Attachment A, section 5.
6. SUB-RECIPIENT must provide MARC with a completed 'Final Performance Report' no later than July 10, 2023 or 45 days following the date all of the funds have been expended, whichever comes first per Attachment A, section 8.
7. SUB-RECIPIENT can access forms and resources at <https://marcv.org/brownfields-revitalization-assessment-program-for-rpcs/> .

**MARC STATE BROWNFIELD GRANT  
REQUEST FOR INSTALLMENT #1**

DATE: \_\_\_\_\_

INVOICE TO: Mount Ascutney Regional Commission  
State Brownfield Revitalization Grant – Assessment  
[cingersoll@marcvt.org](mailto:cingersoll@marcvt.org)

INVOICE #: 01  
SUB-AGREEMENT #: \_\_\_\_\_

PAYABLE TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL AMOUNT DUE: \$50,000.00**

The following have met:

- A fully executed agreement has been received
- A Certificate of Insurance has been submitted to MARC
- A W9 has been submitted to MARC
- An Authorization Agreement for Automatic Deposits (ACH) form has been submitted to MARC



AUTHORIZATION AGREEMENT  
AUTOMATIC DEPOSITS (ACH CREDITS)

I hereby authorize Mount Ascutney Regional Commission, hereinafter called Company, to initiate credit entries to my account indicated below and the financial institution named below, hereinafter called FINANCIAL INSTITUTION, to credit the same to such account.

**PRIMARY ACCOUNT:**

\_\_\_\_\_  
(Financial Institution Name)

\_\_\_\_\_  
(Branch)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City-State)

\_\_\_\_\_  
(Zip code)

\_\_\_\_\_  
(Routing Number)

\_\_\_\_\_  
(Account #)

Type of Account:     Checking     Savings

This authority is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

\_\_\_\_\_  
Sub-Recipient Name / Name on Account (if different)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**ATTACHMENT C**  
**STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

**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.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, 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 with regard to 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:** 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.

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.

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.

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:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

**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:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act 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. Location of State Data:** No 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 continental United States, except with the express written permission of the State.

**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 the 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. 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. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. 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.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**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, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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).

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 ("Location of State Data"); 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. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**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: <http://bgs.vermont.gov/purchasing/debarment>

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

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement 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 lock-outs) ("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 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 at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient 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 granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, 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 (COSO).
- 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 \$1,001, 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 STATE PROVISIONS**

- 1. Cost of Materials:** Grantees will not buy materials and resell to the State at a profit.
- 2. Copyright:** Any material produced in whole or in part under this Agreement may be subject to copyright by Grantee. However, Grantee grants the Agency, its Departments, Divisions, agents and assigns, a royalty-free, non-exclusive, perpetual, and irrevocable license to use, publish, disclose, distribute, modify, adapt, reproduce, and display, in whole or in part, such copyrighted materials prepared under this Agreement, for all purposes, by any means and methods, and in all known and hereafter existing media, medium, and technology, except as may be limited by any provision of law. To the extent the Grantee grants such uses of copyrighted material to the State, the Grantee shall document and provide to the State the precise terms of the licensed use granted to the State by the owner of the copyright.
- 3. Grantee's Liens:** Grantee will discharge any and all grantors or mechanics' liens imposed on property of the State through the actions of subgrantors.

(End of Attachment D)

**ATTACHMENT E**

**Brownfields Revitalization Assessment Grant Program  
Project Information Form (11-8-2021)**

**A. APPLICANT (RPC) INFORMATION**

1. Name of applicant:
2. Applicant's contact person for purposes of application: \_
3. Applicant's address: -
4. Applicant's phone number: -
5. Applicants' e-mail address: \_
6. Applicant's legal interest in the property to be redeveloped:  
 Owner     Purchaser     Other

Confirm that applicant or the applicant's qualified environmental professional is authorized to access the property to perform the work for which assistance is sought (attach completed property access agreement)

**B. PROPERTY INFORMATION**

1. Name and address of property owner, if owner is not the applicant:
2. Interest in the property to be redeveloped:  
 Reuse by Owner     Reuse by Private Purchaser     Reuse by Public Entity     Other  
If Other: \_\_\_\_\_
3. Property address and SPAN:

4. Size of property (in acres):
  
5. VTDEC Sites Management Section (SMS) Site # :

**C. REQUESTED FUNDING**

1. Type of eligible project work being requested:

- Phase I ESA
- Phase II ESA
- Supplemental Assessment: \_\_\_\_\_
- Site Specific Quality Assurance Project Plan (SSQAPP)
- Hazardous Building Materials Assessment (HBM)
- Evaluation of Corrective Action Alternatives (ECAA)
- Corrective Action Planning Activities (CAP)
- Other\*

*\*If other, please explain:*

Provide detailed scope of work as a separate file attachment, if available.

2. Is the project site eligible to participate in VT DEC Brownfields BRELLA program?

Yes     No     Unsure     Already Enrolled # \_\_\_\_\_

3. Estimated cost of requested work:
  
4. Briefly describe any previously completed environmental investigation work at the site:
  
5. Briefly describe the planned or intended re-use of the site and any revitalization plans that have been done:

Please forward this completed form to:  
[sarah.bartlett@vermont.gov](mailto:sarah.bartlett@vermont.gov) and [cingersoll@marcv.org](mailto:cingersoll@marcv.org)