

## STATE OF VERMONT GRANT AGREEMENT

## Part 1-Grant Award Detail

## SECTION I - GENERAL GRANT INFORMATION

<sup>1</sup> Grant #: 07120-22-18		<sup>2</sup> Original <input checked="" type="checkbox"/>		Amendment # <input type="checkbox"/>	
<sup>3</sup> Grant Title: State Brownfields Revitalization Grant - Assessment					
<sup>4</sup> Amount Previously Awarded: \$0.00		<sup>5</sup> Amount Awarded This Action: \$1,000,000.00		<sup>6</sup> Total Award Amount: \$1,000,000.00	
<sup>7</sup> Award Start Date: 07/01/2021		<sup>8</sup> Award End Date: 06/30/2023		<sup>9</sup> Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
<sup>10</sup> Vendor #: 0000043335		<sup>11</sup> Grantee Name: Mount Ascutney Regional Commission			
<sup>12</sup> Grantee Address: PO Box 320, 38 Ascutney Park Rd					
<sup>13</sup> City: Ascutney		<sup>14</sup> State: VT		<sup>15</sup> Zip Code: 05030	
<sup>16</sup> State Granting Agency: Department of Economic Development				<sup>17</sup> Business Unit: 07120	
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$0.00		Description:	
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>					

## SECTION II - SUBRECIPIENT AWARD INFORMATION

<sup>21</sup> Grantee DUNS #:		<sup>22</sup> Indirect Rate: % (Approved rate or de minimis 10%)		<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input type="checkbox"/>	
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 6		<sup>25</sup> R&D: <input type="checkbox"/>			
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

## SECTION III - FUNDING ALLOCATION

STATE FUNDS							
Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions			
General Fund		\$1,000,000.00	\$1,000,000.00				
Special Fund			\$0.00				
Global Commitment (non-subrecipient funds)			\$0.00				
Other State Funds			\$0.00				
FEDERAL FUNDS (includes subrecipient Global Commitment funds)				Required Federal Award Information			
<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Fed Award Date	<sup>38</sup> Total Federal Award
				\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$1,000,000.00	\$1,000,000.00			

## SECTION IV - CONTACT INFORMATION

<sup>41</sup> STATE GRANTING AGENCY		<sup>42</sup> GRANTEE	
NAME: Joan Goldstein		NAME: Tom Kennedy	
TITLE: Commissioner		TITLE: Executive Director	
PHONE: (802) 272-2399		PHONE: (802) 674-9201	
EMAIL: joan.goldstein@vermont.gov		EMAIL: tkennedy@marcv.org	

State of Vermont Grant Agreement between  
Department of Economic Development  
and Mount Ascutney Regional Commission

**Grant Agreement # 07120-22-18**

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Commerce and Community Development, Department of Economic Development (hereinafter called “State”), and Mount Ascutney Regional Commission with a principal place of business at 38 Ascutney Park Rd, Ascutney, VT, 05030 and a mailing address at PO Box 320, Ascutney, VT 05030 (hereinafter called “Grantee” hereafter collectively with State called “Parties”).

It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: The subject matter of this Grant Agreement is for the Grantee to implement Vermont Brownfields Revitalization Fund-State Program by providing grant funding for brownfield assessment to eligible entities.
3. Award Details: Amounts, dates, and other award details are as shown in the attached Grant Agreement Part 1-Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This grant agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. Attachments: This grant consists of 17 pages including the following attachments that are incorporated herein:
  - Grant Agreement-Part 1 – Grant Award Detail
  - Grant Agreement Part 2 – Grant Agreement
  - Attachment A – Scope of Work To Be Performed
  - Attachment B – Payment Provisions
  - Attachment C – Customary State Grant Provisions (12/15/17)
  - Attachment D – Other Provisions
  - Appendix I – Invoice Template
  - Appendix II – Performance Measures and Evaluation
  - Appendix III – Performance Reporting Template
7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
  - 1) Grant Agreement Part 1 and Part 2
  - 2) Attachment C
  - 3) Attachment D
  - 4) Attachment A
  - 5) Attachment B
  - 6) Appendices

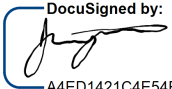
State of Vermont Grant Agreement between  
Department of Economic Development  
and Mount Ascutney Regional Commission

**Grant Agreement # 07120-22-18**

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

**By the State of Vermont:**

**By the Grantee:**

DocuSigned by:  
  
A4ED1421C4E54EB...  
11/2/2021

Signature: \_\_\_\_\_  
Name: Joan Goldstein  
Title: Commissioner  
Department: Economic Development

Signature: \_\_\_\_\_  
Name: Tom Kennedy  
Title: Executive Director

(End of Grant Agreement Part 2)

**ATTACHMENT A**  
**SPECIFICATIONS OF WORK TO BE PERFORMED**

- 1) The Grantee understands that during the term of this grant the State may or may not request from the Grantee some or all of the services described in Attachment A of this Agreement. Progress against the specifications outlined in this Agreement will be evaluated by the State. Grantee will document work functions as assigned.
- 2) Funds are provided to the Grantee to support the provision of services and completion of products specifically described in this grant and Attachment A and must be used in a manner that conforms to all relevant State standards, relevant rule, policy, procedure, or practice hereto.
- 3) Upon request of the State, the Grantee will provide further information to the State at any time during this Agreement, if the State determines that such information is necessary to better assess the effectiveness of this Agreement.
- 4) **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 Mount Ascutney Regional Commission 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.*

- 5) **Brownfield Revitalization Fund-State Program:** The Grantee shall act as fiscal agent on behalf of the regional planning commissions (RPCs) in the development, implementation, and administration of a grant program to award grant funding for the purposes of brownfield assessment. Funds awarded are to be used in the same manner as the Brownfields Revitalization Fund established by 10 V.S.A. § 6654. A grant may not exceed fifty thousand dollars (\$50,000) for characterization and assessment of a site. To ensure statewide availability, the Grantee will subgrant to the following Vermont regional planning commissions with brownfield programs: Addison County Regional Planning Commission, Bennington County Regional Commission, Central Vermont Regional Planning Commission, Chittenden County Regional Commission, Lamoille County Planning Commission, Mount Ascutney Regional Commission, Northwest Regional Planning Commission, Rutland Regional Planning Commission, Two Rivers-Ottawaquechee Regional Commission, and Windham Regional Commission. Addison County Regional Planning Commission shall receive half of the proportional share of the initial funding sub-granted to the participating RPC's. Up to 10 Percent of the award may be used by the participating RPCs to cover the administrative costs of the program. Of this amount 1% of the total award is available to the Grantee for the fiscal agent role. Grantee and the participating RPCs shall charge administrative costs pro rata to the distribution of the awarded subgrants.
- 6) **Brownfield Promotion:** The Grantee 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. Grantee and participating RPCs will work with ACCD and the Department of Environmental Conservation in promoting the brownfield programs and funding opportunities available to leverage State and Federal program opportunities to potential applicants. The Grantee and the participating RPCs will advocate for projects that align with the eligibility criteria of ACCD's Brownfield Revitalization Fund-State Program: Notice of Funding Opportunity.
- 7) **Performance Progress Reporting:** Grantee shall provide progress reports to the State quarterly, according to the following schedule:
  - a) Quarter ending 12/31/2021, progress reporting shall be submitted on or before January 15, 2022;

- b) Quarter ending 3/31/2022, progress reporting shall be submitted on or before April 15, 2022;
- c) Quarter ending 6/30/2022, progress reporting shall be submitted on or before July 15, 2022;
- d) Quarter ending 9/30/2022, progress reporting shall be submitted on or before October 15, 2022;
- e) Quarterly reporting must continue until all funds have been disbursed and expended and a final report shall be submitted no later than September 30, 2023, or 45 days following the date all of the funds have been expended, whichever comes first.

Grantee will submit to the State the following documentation, using the template provided in Appendix III, which will outline satisfactory provision of services of the Specifications of Work outlined in Attachment A of this Agreement.

- a) Project Name
- b) Project SMS #
- c) Project Address (number, street, town)
- d) Activity funded
- e) Project Type (residential, commercial, mixed use, industrial, other)
- f) Amount
- g) Name of Qualified Environmental Professional (QEP) (company and individual)

Grantee shall submit progress reports in PDF format to: **accd.brownfieldsteam@vermont.gov**

(End of Attachment A)

**ATTACHMENT B  
PAYMENT PROVISIONS**

1. Grantee will submit to the State an invoice (templates provided in Appendix I) which include a unique invoice number for each installment. Grantee will submit invoicing to:

Department of Economic Development  
Kristen Ziter, Administrative Services Manager  
1 National Life Drive, Deane C. Davis Bldg., 6th Floor  
Montpelier, VT 05620-0501

Or email [Kristen.Ziter@Vermont.Gov](mailto:Kristen.Ziter@Vermont.Gov)

2. Disbursal of grant funds will be in two installments. The first installment shall be paid upon execution of this Agreement and receipt of an invoice (template included in Appendix I). The first installment shall be \$900,000.00 (90% of the award). The second installment shall be disbursed once the Grantee has subgranted all funding advanced in the first installment and submitted progress reports to the State as required in Attachment A, Section 6. The second installment shall be upon receipt of an invoice (template included in Appendix I) for the remaining \$100,000.00 (10% of the award) to the State as required in Attachment A, Section 6;
3. On or before January 1, 2023, Grantee will provide a status report on the expenditure and encumbrance of the grant funds disbursed by the Grantee as of December 1, 2022. The Grantee will supply to the State a mutually agreeable plan detailing the anticipated expenditure of any remaining portion of Funds with a plan for the reallocation of the funds for use by RPCs that have requested additional funds. The Grantee will return to the State any unexpended or unencumbered as of June 30, 2023.
4. Grantee shall maintain financial records in accordance with generally accepted accounting procedures (GAAP) and make these records available to the State upon request. Upon request of the State, Grantee will provide further information to the State at any time during this Grant, if the State determines that such information is necessary to better assess the effectiveness of this Grant.
5. Breach/Recapture of Grant Funds/Termination of Agreement: If Grantee does not fulfill in a timely and proper manner its obligations under, or does violate any of the terms or conditions of this Agreement, then State shall notify Grantee of the breach, may establish a period not to exceed thirty (30) calendar days to correct such breach, and may cease payment of any portion of Grant Funds, or other funds due Grantee under any other agreement with State (including any department or division thereof), until the breach is cured. If Grantee does not cure the breach at the completion of the correction period, then State: (1) may require Grantee to immediately reimburse to State any portions of Funds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in, the terms and conditions of this Agreement; or, in the alternative, may forever retain any portion of Grant Funds, or other funds due Grantee under any other agreement with State (including any department or division thereof), equal to the amount of reimbursement that would have otherwise been required by operation of the preceding clause; and/or (2) may immediately terminate this Agreement by giving written notice to Grantee, specifying the effective date thereof.

(End of Attachment B)

## ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

**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 GRANT AGREEMENT 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)

State of Vermont Grant Agreement between  
Department of Economic Development  
and Mount Ascutney Regional Commission

**Grant Agreement # 07120-22-18**

**APPENDIX I:  
MARC STATE BROWNFIELD GRANT INVOICE**

*DATE:*

State of Vermont  
Department of Economic Development  
National Life Drive, 6<sup>th</sup> Floor  
Montpelier, VT, 05620

INVOICE TO: Department of Economic Development  
State Brownfield Revitalization Grant – Assessment  
[Kristen.Ziter@vermont.gov](mailto:Kristen.Ziter@vermont.gov)

INVOICE #: 01  
GRANT #: 07120-22-18

SUPPLIER #: 0000043335  
PAYABLE TO: Mount Ascutney Regional Commission  
PO Box 320  
Ascutney, VT 05030

**TOTAL AMOUNT DUE: \$900,000.00**

LINE ITEMS:

- 1. GENERAL FUNDS: \$900,000.00
  - a. 90% of award paid upon execution.
  - Business Unit: 07120
  - Account: 550500
  - Fund: 10000
  - Dept Id: 7120892202

State of Vermont Grant Agreement between  
Department of Economic Development  
and Mount Ascutney Regional Commission

**Grant Agreement # 07120-22-18**

**MARC STATE BROWNFIELD GRANT INVOICE**

*DATE:*

State of Vermont  
Department of Economic Development  
National Life Drive, 6<sup>th</sup> Floor  
Montpelier, VT, 05620

INVOICE TO: Department of Economic Development  
State Brownfield Revitalization Grant – Assessment  
[Kristen.Ziter@vermont.gov](mailto:Kristen.Ziter@vermont.gov)

INVOICE #: 02  
GRANT #: 07120-22-18

SUPPLIER #: 0000043335  
PAYABLE TO: Mount Ascutney Regional Commission  
PO Box 320  
Ascutney, VT 05030

**TOTAL AMOUNT DUE: \$100,000.00**

LINE ITEMS:

1. GENERAL FUNDS: \$100,000.00  
    a. 10% retainage.

Business Unit: 07120  
Account: 550500  
Fund: 10000  
Dept Id: 7120892202

(End of Appendix I)

**APPENDIX II:  
PERFORMANCE MEASURES**

The Grantee will be evaluated on its service performance on the following performance measures.

(End of Appendix II)

<b>Performance Measures and Evaluation</b>			
<b>Grantee:</b> Mount Ascutney Regional Commission <b>Grant Number:</b> 07120-22-18			
<b>Outcome:</b>			
<b>Benchmarks – Should be specific to the Scope of Work and Grant Requirements</b>	<b>Failed Expectations</b>	<b>Met Expectations</b>	<b>Exceeded Expectations</b>
Grantee actively worked collaboratively with State and other partners to promote and facilitate awareness of the State Brownfield program and funding opportunities.			
Grantee successfully awarded and administered Brownfield program that met the funding eligibility criteria as stated in Brownfield Revitalization Fund Notice of Funding Opportunity.			
Grantee completed detailed performance reporting and submitted it to the state on or before the specified due dates.			



**APPENDIX III:  
 PROGRESS REPORTING TEMPLATE**

Brownfield Progress Report									
Submitted by:									
Date of Submission:									
Grantee Key Contact:									
Grantee Contact email:									
<b>Brownfield Subawards Issued:</b>									
Awarding RPC	Type of Project (Residential, Commercial, Mixed Use, Industrial, etc.)	Project Name:	Project Location (Number, Street, T)	Project SM#	Brief description of the engagement with outcome	What the grant funding supported (Phase I, Phase II, ECAA, CAP, Devol)	Name of QEP Company and Individual	Date Awarded	Paid (yes or no)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
<b>Project Administration Expenses:</b>									
RPC	Amount charged:	% of subawards charge	Actual costs or fees:						
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

(State to provide Excel template to Grantee.)

(End of Appendix III)