

**ATTACHMENT A:
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 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.

ATTACHMENT B – STATE FISCAL RECOVERY FUND PROGRAM ASSURANCES

An authorized signatory of Subrecipient 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. Subrecipient 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, Subrecipient 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, Subrecipient agrees that the State of Vermont may recover funds from Subrecipient by reducing future funding in State budgets.
5. Subrecipient 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 Subrecipient. 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. Subrecipient 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 subrecipients;
- 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 Subrecipient nor Subrecipient '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. Subrecipient will complete the Subrecipient 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, Subrecipient 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 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.

9. Subrecipient 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 Subrecipient's eligibility for this or another award or stimulus payment related to the COVID-19 pandemic.

11. Subrecipient 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 Subrecipient's tax returns are completed and filed through the date of application filing.

13. Subrecipient complies with local, state and federal labor laws.

14. Subrecipient 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. Subrecipient understands that, if Federal guidance on the regulations of the State Fiscal Recovery Fund change, it may change the terms of this award.

17. Subrecipient 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. Subrecipient 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 C – OTHER 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 on the project hired directly and hired through a third party;
 - iii. The wages and benefits of workers on the project by classification; and
 - iv. Whether those wages are at rates less than those prevailing.¹ 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

ATTACHMENT D:

TERMS AND CONDITIONS FOR FEDERAL SUBRECIPIENTS -

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL 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 603(c) 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 603(c) 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. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

5. 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.

6. Compliance with Applicable Law and Regulations
 - a. Participant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) 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
 - i. 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,
 - ii. 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,
 - iii. 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
 - iv. 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.
7. Remedial Actions. In the event of Participant’s noncompliance with section 603 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 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

8. 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.
9. 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.
10. 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 [enter project FAIN] awarded to [name of Participant] by the U.S. Department of the Treasury."
11. 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 603(e) 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.
12. 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.
13. 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.

14. 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.

15. 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 E:
FFA - Standard ARPA Grant Agreement



FFA - STANDARD ARPA GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called “State”), and _____ with principal place of business at _____, (hereinafter called “Subrecipient”). It is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is _____, 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. Detailed scope to be provided by the Subrecipient are described in Attachment A.
3. Maximum Amount: In consideration of the scope of work to be performed, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ _____. Attachment B, Payment Provision provides details on how the grantee will be reimbursed. This grant award cannot be used as a match for the purpose of obtaining additional federal funds by the subrecipient without written approval from the State.
4. Procurement: The Subrecipient certifies that for any equipment, supplies, and/or services outside of their organization that they have and will follow their procurement policy.
5. Ownership and Disposition Assets: Grantee must submit a written request to retain the asset at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include a description of equipment, date of purchase, original cost, and estimated current market value.
6. Source of Funds: ___ General X Federal ___ Other

\$	\$	\$	Fund
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a. For grants funded with federal dollars only.

CFDA Title	Coronavirus State and Local Fiscal Recovery Fund
CFDA Number	21.027
Award Name	American Rescue Plan Act (ARPA) Vermont State Recovery Fund
Award Number	SLFRP4407

Award Year 2021
 Federal Granting Agency US Department of the Treasury
 Research and Development Grant? Yes No

7. Grant Term: The period of Subrecipient’s performance shall begin upon date of execution, signified by the date of signature by the State and end on .
8. 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 Subrecipient. 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.
9. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
10. Fiscal Year: The Subrecipient’s fiscal year starts and ends.
11. Work product ownership: Upon full payment by the State, all products of the Subrecipient’s work, including outlines, reports, charts, sketches, drawings, art work, 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.
12. Attachments: This grant consists of the following attachments, which 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 – State Fiscal Recovery Fund (SFR) Program Assurances
 - Attachment E – SFR Quarterly Project Report Template
 - Attachment F – Other Provisions
 - Attachment G – Terms and Conditions for Federal Subrecipients

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 GRANT.

STATE OF VERMONT

By:

Commissioner

Dept of Environmental Conservation

Date: _____

SUBRECIPIENT

By:

Name: (Print) _____

Title: _____

Date: _____

**ATTACHMENT F: DEC Risk Assessment
Questionnaire**



RISK ASSESSMENT QUESTIONNAIRE

The purpose of the risk assessment is to determine whether a potential grantee is financially stable and if the organization uses accounting systems that are adequate to meet the State of Vermont administrative requirements. Please complete the following questionnaire and have it signed by the Executive Director and Fiscal Officer for your organization. If you are a municipality applying on behalf of a private entity, please have the municipality fill out the Questionnaire.

Name of Entity Completing Questionnaire: _____

Question	Yes	No	N/A
1. Does your organization use an electronic accounting software system (as opposed to manual)?			
2. Does the accounting system track receipts and disbursements by funding source?			
3. Does your organization maintain documentation to substantiate the value of in-kind contributions?			
4. Does your organization have a Financial Director, Financial Manager, Treasurer, or equivalent?			
5. Does your organization regularly monitor budgeted versus actual expenditures to ensure that cost categories are not over-spent or under-spent?			
6. Does your organization have written procurement procedures indicating which individuals are authorized to initiate a purchase request, the flow of documents, and the requested levels of approval?			
7. A) Did your organization expend more than \$750,000 in federal funds during your previous fiscal year?			

B) Did your organization have a Single Audit performed? If so, please include the Single Audit Report with submittal of Risk Assessment Questionnaire.			
C) If there were any findings in the Single Audit Report, has your agency implemented action plans to address all findings? If no, please explain:			
8. Does the organization have a system to track staff time spent on various grants/projects, for employees whose salaries are allocated to more than one contract/grant?			
9. Has your organization recently implemented any system changes including financial management, accounting systems, or any significant management changes? If yes, please explain:			
10. Does your organization have a written Accounting and Financial Reporting Policy?			
11. Does your organization require employees to follow a Personnel Policy with spending guidelines?			

I hereby certify that to the best of my knowledge and belief, the information provided in response to the foregoing questions is true and accurate.

Chief Officer Signature

Chief Fiscal Officer Signature

Print Name

Print Name

Date

Date

ATTACHMENT: G
STATE FISCAL RECOVERY (SFR) QUARTERLY PROJECT REPORT TEMPLATE

Organization Name	
Report Date	
Report Period	January 1 – March 31 April 1 – June 30 July 1 – September 30 October 1 – December 31
SFR Program	Infrastructure
SFR Expenditure Category	EC 5. __
SFR Project ID No.	
Project Location	
National Pollutant Discharge Elimination System (NPDES) Permit # (if applicable)	
Public Water System ID # (if applicable)	
Projected/Actual Construction Start Date (month/year):	
Projected/Actual Initiation of Operations Date (month/year):	
Project Status:	<ul style="list-style-type: none"> • Not Started _____ • Completed < 50% _____ • Completed > 50% _____ • Complete _____
Performance Measure #1: _____	
Performance Measure #2: _____	
Performance Measure #3: _____	

***ATTACHMENT H is provided here for information purposes only. Should your project be selected for an ARPA Pretreatment Grant Award, you will be required to fill out and submit this form as part you grant agreement with VTDEC.**

**ATTACHMENT H:
Pretreatment Permit Determination Form**

Instructions: Use this form to submit a request for a Pretreatment Permit determination to the Pretreatment Section of the Vermont Department of Environmental Conservation (DEC) Watershed Management Division's Wastewater Management Program.

The Pretreatment Section of the Wastewater Program will review the information submitted via this form to determine if the business or facility requires a state Pretreatment Permit to connect and/or discharge to a publicly owned treatment works (POTW) (municipal wastewater treatment facility).

The Wastewater Program requires the owner of a business or facility that generates and discharges or hauls process wastewater to a POTW to request a Pretreatment Permit determination prior to:

- Discharging or hauling any process or industrial wastewater to a POTW; or
- Increasing the volume, pollutant loading, or changing the wastewater characteristics of an existing process wastewater discharge to a POTW.

Permit: A Pretreatment Permit regulates the discharge of process wastewater from industrial and commercial activities to POTWs and their collection systems. Process wastewater does not include sanitary or domestic wastewater, non-contact cooling water, or boiler blowdown.

Permit Criteria: The Wastewater Program will use the information submitted via this form to determine if the facility requires a Pretreatment Permit using the following criteria:

1. If the facility is subject to the Environmental Protection Agency's (EPA) National Categorical Pretreatment Standards (see 40 Code of Federal Regulations (C.F.R.) Subchapter N);
2. If the discharge of process wastewater is $\geq 25,000$ gallons per day (gpd));
3. If the discharge has the potential to exceed $\geq 5\%$ of the designed hydraulic capacity of the receiving POTW;
4. If the discharge has the potential to exceed $\geq 5\%$ of the designed organic (BOD_5) treatment capacity of the receiving POTW;
5. If the discharge has the reasonable potential to adversely impact the proper operation of the POTW's wastewater treatment facility or collection system;

6. If the discharge has the reasonable potential to interfere with, pass through without treatment, or is otherwise incompatible with the receiving POTW; and/or
7. If the discharge would have a substantial adverse effect on the POTW or on water quality.

Relevant Statutes and Rules:

- 10 V.S.A. 1259(a)
- 10 V.S.A. 1263(a)
- Vermont Water Pollution Control Regulations:
<https://dec.vermont.gov/content/vermont-water-pollution-control-permit-regulations>
- 40 C.F.R. 403.3(v)
- 40 C.F.R. 403.8(f)(1)(iii)

Contact:

Pretreatment Section of the Wastewater Program:

<https://dec.vermont.gov/watershed/wastewater/contacts>

1. Facility Contact Information				
Facility Name:				
Physical Address:				
Street Number and Name		City/Town		State ZIP
Owner Name:			Email:	
Primary Contact/Consultant:			Title:	
Primary Contact Phone:			Email:	

2. POTW and Connection Information	
Name of Receiving POTW:	
Is this determination for a newly proposed discharge or an existing unpermitted discharge?	
What is the anticipated start-up or expansion date?	
Has the facility received authorization from the municipality to connect and discharge to the POTW:	
Attach authorization and/or wastewater allocation from the municipality:	Attached: <input type="checkbox"/>
Primary POTW Contact:	Title:

3. Facility Information	
Describe the general type of manufacturing, production and/or service(s) conducted at the site (i.e. electroplating, printing, painting, food and beverage manufacturing, warehousing, meat packing, machine shop, groundwater treatment, dairy products, septage receiving, anaerobic digestion, etc.):	
NAICS Code(s):	SIC Code(s) (if applicable):
# of employees:	
Identify EPA Effluent Limit Guidelines subject to the facility:	
List other environmental permits held by the facility:	
Is this facility a small quantity, large quantity, or conditionally exempt Hazardous Waste Generator?	

4. Process Information	
Provide an attachment with a detailed narrative description of the manufacturing/production process.	Attached: <input type="checkbox"/>
The narrative shall include: <ul style="list-style-type: none"> a. A detailed description of each step of the manufacturing, production, packaging, and cleaning process. b. A description of the product(s) produced; c. Average and maximum amount of product(s) produced per week and per year; d. Projection of future facility growth during the next five years; e. A description of the production and cleaning schedule, including: <ul style="list-style-type: none"> i. Number of production days per week; ii. Operating hours and/or shifts per day; iii. Description of activities and operations performed each day of the week (for example: brewing days per week, packaging days per week, cleaning days per week, etc.); iv. Description of any seasonal variation in production. 	
Provide a process map, schematic, or flow diagram of the manufacturing/production process.	Attached: <input type="checkbox"/>
Provide a process-map, schematic, flow-chart, or flow-diagram of the manufacturing/production process. The diagram should depict each step within the process, and the flow of product, process wastewater, and byproducts. This schematic can be in the form of an engineering plan(s) or a simple flow-chart or line drawing. An example schematic is enclosed.	
Provide a site layout drawing or map that depicts the location of the facility on the POTW's collection system.	Attached: <input type="checkbox"/>

5. Wastewater Flow and Characteristics			
Wastewater Flow			
Flow Summary	Source	Average (gpd)	Maximum (gpd)
Current (proposed):	Sanitary		
	Process		
Future (5-years):	Sanitary		
	Process		
Wastewater Characteristics Detail			Attached: <input type="checkbox"/>
<p>Provide an attachment that details the volume and characteristics of the process wastewater discharge. Include the following:</p> <ol style="list-style-type: none"> List the sources and associated volumes of process wastewater generated at the facility. Identify the average and maximum daily volume of process wastewater generated in gallons per day. Include a projection of future wastewater flows based projected business growth. Provide calculations and/or documentation to support the basis of the process wastewater flow rates. Describe the characteristics of the process wastewater discharge, which you know or have reason to believe are present. Provide average and maximum concentrations of constituents prior to and following pretreatment and/or wastewater management practices (if applicable). If a constituent is present in unknown or uncertain amount, describe the circumstances relating to its presence, including amounts of known constituents. Provide supporting sample analyses, including the number of samples, sample location(s), and/or documentation on the estimates of pollutant concentrations. At the minimum, address the following constituents: <ol style="list-style-type: none"> Biochemical Oxygen Demand (BOD₅) Total Suspended Solids (TSS) pH Total Phosphorus Total Nitrogen <ol style="list-style-type: none"> Total Kjeldahl Nitrogen Nitrate as Nitrogen Nitrite as Nitrogen Total Ammonia-Nitrogen Fats, Oils, and Grease Total Metals Priority Pollutants (see: https://www.epa.gov/sites/production/files/2015-09/documents/priority-pollutant-list-epa.pdf) Identify all products used at the facility that will or could enter the process wastewater discharge, such as production chemicals, additives, cleaning chemicals, degreasers, solvents, etc. Attach safety data sheets (SDS) for each product. Provide any known information about toxicity or treatability associated with constituents within the process wastewater discharge for non-conventional pollutants such as biocides, pesticides, toxic organics, etc. 			

6. Waste Management and Wastewater Treatment	
Waste Management	Attached: <input type="checkbox"/>
<p>Provide an attachment with a description of the byproducts and waste products generated from the manufacturing/production process. Include:</p> <ol style="list-style-type: none"> A description and approximate volume of the byproducts, solid waste products, liquid waste products, residual materials, spent materials, and hazardous wastes generated from the manufacturing process; and Identify the disposal or management method for each product. 	
Pollution Prevention, Source Reduction, Best Management Practices	Attached: <input type="checkbox"/>

Provide an attachment with a detailed description of the best management practices, source reduction practices, pollution prevention practices, and/or waste management practices that will be used or designed into the operation of the facility to limit pollutants within the wastewater discharge. Address:

1. Waste separation or side streaming procedures to segregate high-strength wastes from the wastewater discharge, including side streaming of spent products, capturing first rinses, managing bad or spoiled batches or product, capturing product overflow, etc.
2. Procedures (other than treatment) to manage low and high pH wastewaters (outside of the range of 5.5 to 9.5 standard units);
3. Procedures to limit or prevent the discharge of hazardous or toxic pollutants;
4. Procedures to prevent discharge of spills or releases, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, containment structures or spill diversion equipment, measures for containing toxic organic pollutants, and measures and equipment for emergency response; and
5. Other spill response, slug control, source reduction, pollution prevention, or wastewater management procedures implemented by the facility.

Wastewater Treatment, Flow Measurement, and Wastewater Sampling

Attached:

Provide an attachment with a detailed description of the current and proposed wastewater treatment processes installed or being designed into the facility (if applicable). Include the following:

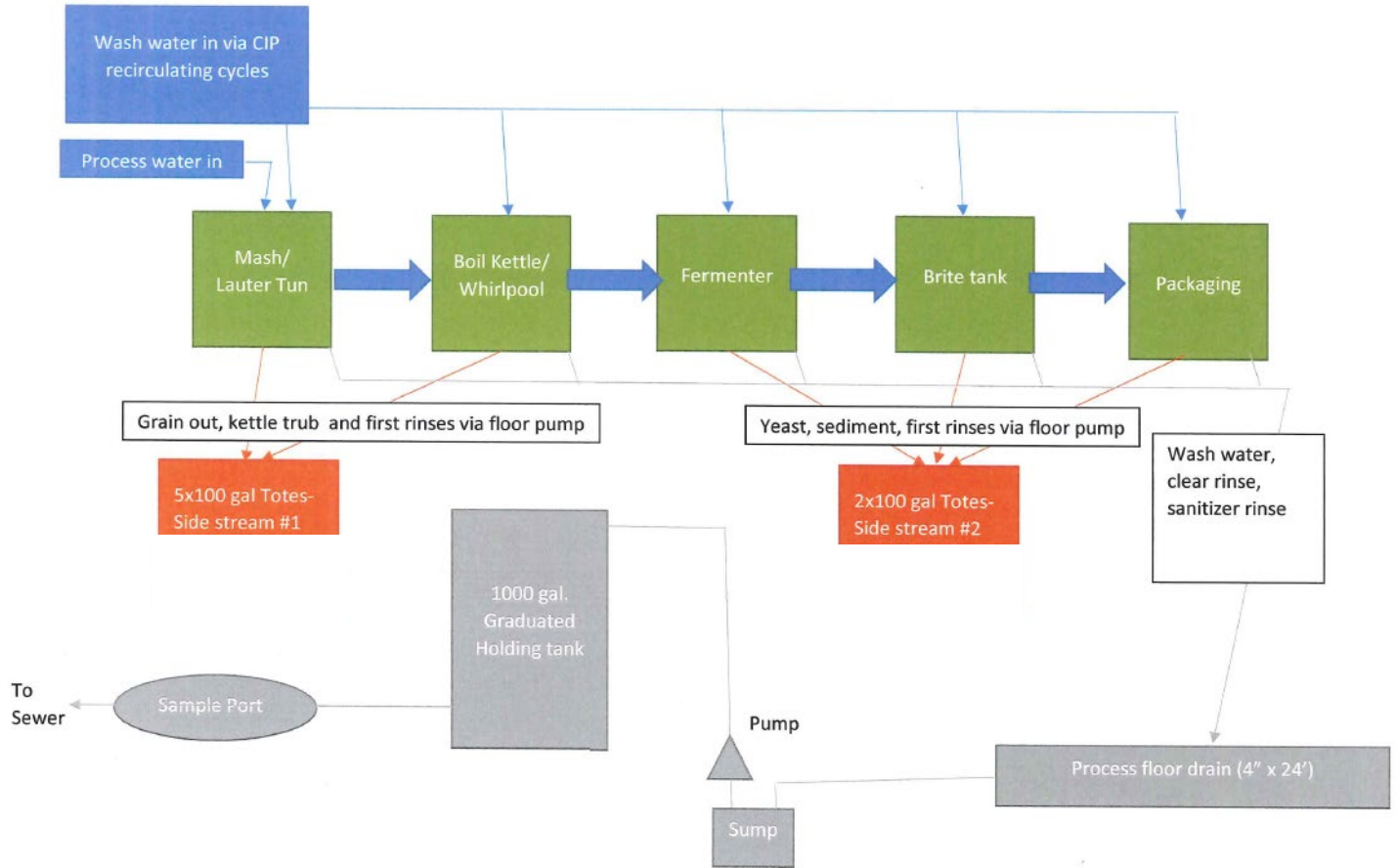
1. Detailed description of the wastewater treatment process, including a description of all treatment units. Address spill diversion or spill protection systems, wastewater equalization tanks, pH adjustment systems, biological treatment, dissolved air floatation (DAF), grease traps, oil and grease removal, solids separation, activated carbon, ion exchange, chemical precipitation, or any other wastewater treatment process;
2. Description of the process wastewater flow measurement method and associated equipment; and
3. Description of the process wastewater grab and composite sampling method and associated equipment.

Provide a schematic or flow-diagram of the wastewater treatment process.

Attached:

Provide a schematic, flow-chart, or diagram of the wastewater treatment process, if applicable. The diagram should depict the flow of wastewater through each treatment unit, the wastewater effluent sampling point representative of the entire process wastewater flow, and the location of the flow measurement device (if applicable). This flow chart may be combined with the process schematic (see Section 4. above).

Process Schematic Example:



ATTACHMENT I:

Basis of Design Guidance Document and Plan of Operation Standards

Basis for Final Design Guidance Document:

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

Plan of Operation Standards:

- A Plan of Operation shall be submitted for review and approval at least 60 days prior to the commencement of construction. The plan shall detail how effective treatment will be maintained at all times during the construction and start-up period. The plan shall address in detail the proposed construction sequence for the project and shall provide detailed information to substantiate that the Pretreatment Permit effluent limits will be met (or no untreated discharge will occur) during all stages of construction, and during periods of equipment start-up and switch-over. Schematics and any supporting design calculations shall be included for any temporary modifications that will need to be made to a particular component or treatment unit. The plan shall be prepared by a VT registered P.E. and will be subject to review and written approval by the VT DEC Wastewater Management Program.

ATTACHMENT J
Application Template

Attach letters of commitment from the municipality and private entity (if applicable)

Project Description

Name of Municipality

Name of Private Entity (if applicable)

Name of Municipal Wastewater Treatment Facility Related to the Project

Municipality's Contact Information

Private Entity's Contact Information (if applicable)

Address of Proposed Project

Type of Project

Project Narrative

Project Timeline

Scope of Work

Statement of Need

State Priorities

Project Performance Measures

Evaluation

Population Served

Equity Impact

Project Coordination

Budget

Administrative Details

Professional Licenses or Certifications

Municipality's Unique Entity ID (UEI) Number

Private Entity's Unique Entity ID (UEI) Number (if applicable)

Completed Risk Assessment Questionnaire

Proof of Insurance

Permit Navigator Result Number (PNR)