

Attachment C: **Private For-Profit MHC Application Package**

Private For-Profit Application Checklist

Awards made to privately owned MHCs are typically administered as revenue replacement grant agreements. See example revenue replacement grant agreement in Attachment F.

Needs Assessment Application Checklist

To apply for a Needs Assessment, the proposal must include the following:

- Signed Application (Attachment D)** – Completed and signed by an authorized Signee.
- Signed SRF Assurances (Attachment E)** – Completed and signed by an authorized Signee.

Technical Assistance and Permitting AND/OR Construction Application Checklist

To apply for Technical Assistance and Permitting AND/OR Construction, the proposal must include the following:

- Signed Application (Attachment D)** – Completed and signed by an authorized Signee.
- Signed SRF Assurances (Attachment E)** – Completed and signed by an authorized Signee.
- Procurement Policy** – Written Procedures for procurement transactions that meet the specifications outlined on page 7 of the Request for Applications Information and Instructions Packet.
- Risk Assessment Questionnaire (Attachment F)**
- Certificate of Insurance** – A copy of insurance when financially feasible or insurance quote that demonstrates the ability to obtain the required insurance meeting the specifications outlined in Attachment I. If obtaining the required insurance is a financial hardship for your community, grant funds can be used to obtain the necessary insurance. Please include an insurance quote in place of a certificate of insurance if you plan on using grant funding for insurance payments.
- Certificate of Good Standing (Attachment G)**

Insurance:

Respondents to this RFA should be aware that they must agree to the State of Vermont Customary Contract Provisions (Attachment C), and Terms and Conditions for Federal Subrecipients in order to execute an agreement for this project. Special care should be paid to Workers' Compensation coverage for out-of-state Vendors. Vermont statute requires insurance carriers be specifically licensed to write Workers' Compensation coverage in Vermont. Out-of-state Vendors may have Workers' Compensation coverage valid in their home state, but their carrier may not be licensed to cover workers' compensation for work performed by their employees in Vermont.

Attachments – Applicable forms for privately owned MHCs

Within this application package you will find the following attachments:

Attachment Name	Page Numbers	Action required?
Attachment D – Application	3-10	All applicants MUST fill out.
Attachment E – SFR Assurances	11-13	MUST be signed by the designated signee.
Attachment F – Risk Assessment Questionnaire	14-5	MUST be filled out and signed by the designated signee.
Attachment G – Certificate of Good Standing	16-18	MUST be filled out and signed by the designated signee.
Attachment H – Revenue Replacement Grant Agreement Template for Privately Owned MHCs.	19-20	Informational. Not applicable to Needs Assessment Recipients.
Attachment I – Standard State Provisions for Contracts and Grants, Revised Dec. 2017	21-27	Informational. All provisions apply.
Attachment J - Permitting Guidance	28-30	Informational to assist with project planning.

ATTACHMENT D: APPLICATION FOR FUNDING

APPLICATION SECTION 1: MHC GENERAL INFORMATION

Manufactured Housing Community Name (MHC): _____

MHC Physical Address: _____

MHC SPAN Number (if there are several, list up to three): _____

Contact Name: _____ Contact Title: _____

Contact Phone Number: _____ Contact E-mail: _____

Contact Address: _____

Designated Signee Name (can be same as contact): _____

Signee Phone Number: _____ Signee E-mail: _____

Signee Address: _____

What is the ownership type of this MHC?

- Non-profit Resident Owned Cooperative Private, for-profit

What is the name of the entity that owns the MHC?

(name of sole proprietor, business, cooperative, or non-profit): _____

What is the mailing address of the MHC owner? _____

Does any person with an ownership stake in the MHC property (not including individual homeownership) live in the MHC?

- Yes No

How many MHCs (separate parks) are owned by this MHC owner? _____

Vermont State Mobile Home Park I.D Number: _____

Find your park in the registry: <https://accd.vermont.gov/housing/mobile-home-parks/registry>

MHC U.E.I. Number (*Only required for non-profit owned parks*): _____
https://www.fsd.gov/sys_attachment.do?sys_id=5a1645fa1bee8d54937fa64ce54bcb3d

Vermont Business I.D.: _____
<https://bizfilings.vermont.gov/online/BusinessInquire>

Number of Homes:_____ Number of Hook-up/Pads:_____ Number of Vacant Homes:_____

Number Resident Owned Homes: _____ Number of Rented Homes: _____

Total Population of MHC: _____

Estimated population of children (residents under the age of 18) in community: _____

Estimated population of seniors (residents over 65 years of age) in community: _____

Have you conducted a recent Resident Income Survey?

If so, please provide a summary of the results: _____

Are there non-manufactured home residences served by the system (for example, are there stick built homes that also use the system), or is the system serving any off-site homes on neighboring properties? If yes, explain:

Is your MHC a 3-acre site? If yes, please locate your MHC in the [List of 3-Acre Properties](https://anrweb.vt.gov/DEC/IronPIG/DownloadFile.aspx?DID=195415&DVID=0) (<https://anrweb.vt.gov/DEC/IronPIG/DownloadFile.aspx?DID=195415&DVID=0>) and provide the project number for your property from the left-hand column.

APPLICATION SECTION 2: Project Information

Select the award type you are applying for with the appropriate infrastructure type (wastewater, water, and stormwater/drainage). You may select more than one award type and/or more than one infrastructure type to apply for. You must provide answers to all questions in section 3 for each infrastructure project. For example, if you apply for funding for the wastewater AND stormwater systems in the park, you must answer the narrative responses with information about both wastewater and stormwater.

Needs Assessment:

- The needs assessment provides a comprehensive assessment of all three water infrastructure types: wastewater, drinking water, and stormwater/drainage.

Technical Assistance and Permitting:

- Wastewater Drinking Water Stormwater/drainage

Construction:

- Wastewater Drinking Water Stormwater/drainage

Fill out the Permit Navigator (<https://vermont.force.com/permitnavigator/s/>) to identify which state environmental permits you may need. Permit Navigator is not a permit application. It is a guidance tool used to provide information about the permits you may need. An example Permit Navigator Result number looks like: PNR-00000001234.

Permit Navigator Result number(s): _____

Does your Permit Navigator Result indicate that your project may require any of the following permits? Check all that apply:

- Wetlands Permit
- Floodplain and River Corridor Permit (Flood Hazard Area)
- Stream Alteration and Stream Crossing Structures
- Fish, Wildlife, and Plants – Threatened and Endangered Species
- Shoreland Protection Permit or Lake Encroachment Permit
- Other Environmental Permit(s): _____

If there are any existing (or recently obtained) state environmental permits associated with the project, please list them here including the respective permit numbers:

APPLICATION SECTION 3: Narrative Responses

You must answer all questions below for each project you apply for. Answers provided in this section will be used to score your application (scoring criterium/rubric can be found on paged 5-6 of the Request for Applications document. If you do not have sufficient space in the lines allotted, you may attach additional pages with written answers to clearly labeled questions (include question number and question text).

1. Has this MHC previously applied for ARPA Healthy Homes MHC funding?

Yes No

If yes, did the MHC receive funding?

Yes No

2. Has the MHC started or completed a Preliminary Engineering Report or comparable needs assessment for the project? If yes, please include the report with your application.

Yes No

3. Has the MHC been told by an engineer, state employee, or other water infrastructure professional that the wastewater, drinking water, or stormwater systems in the MHC are out of compliance with State regulation?

Yes No

If yes, explain: _____

4. Describe the water infrastructure project your community is hoping to complete or explain the reasons you are seeking a needs assessment.

5. Describe the impact of Covid-19 on your community.

6. Describe the impact water infrastructure problems have on the quality of life of your residents (financial security, mental health, and material well-being).

7. Explain the impact water infrastructure problems have on public health in your MHC (physical health and personal safety), if any.

8. Explain the impact your water infrastructure project would have on the environment.

9. How will your community ensure the long-term success of this project? What is your plan to maintain and repair the water infrastructure improvements you are seeking funding for? If you are applying for a needs assessment, what is your plan to address any deficiencies that are identified during the assessment process? Please include information about your budgeting process and ability to access funding in the future.

10. How will the impact of this project be measured? Please suggest at least three reporting metrics that could be used to track progress and/or outcomes.

APPLICATION SECTION 4: Cost Breakdown and Project Timeline

If you have already begun work on your project, including preliminary design or planning work, note which engineering firm and/or contractor are you working with:

If you are receiving funding from any other sources, or plan to apply to other funding sources for this project in the future, please list them in the following table:

Source	Amount	Status (intended application, application submitted, or approved)	Anticipated Date of Approval Month/Year

What is the anticipated timeline for the project(s)? You may add rows or attach a timeline if the size of table is not sufficient.

What is being accomplished?	Estimated Start Date	Estimated Completion Date
<i>For example: Design and permitting for a replacement wastewater system.</i>	<i>Example: March 2024 or immediately upon receipt of grant funding.</i>	<i>Example: August 2024</i>

Please list an expected cost estimate for your project(s). This should be completed in the table below (or in a similar table if this does not provide enough space) with supporting documentation such as estimates from contractors attached separately. If you have no estimate for the cost of your project, please indicate what has prevented you from obtaining one.

Project (or phase of project)	Estimated Cost	Description of attached documentation
<i>Example: Designing and permitting replacement wastewater systems serving five homes.</i>	\$17,000	Estimate #0345 from Engineering Firm on page X of my application.

APPLICATION SECTION 5:

Applicant Signature and Acknowledgements

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.

Printed Name: _____

Authorized Signature: _____

Title: _____

Organization Name: _____

Date: _____

ATTACHMENT E: STATE FISCAL RECOVERY **FUND PROGRAM ASSURANCES**

Issued on June 2, 2021

An authorized signatory of Grantee 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. Grantee 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, Grantee 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, Grantee agrees that the State of Vermont may recover funds from Grantee by reducing future funding in State budgets.
- 5. Grantee 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 Grantee. 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. Grantee 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 Grantee nor Grantee'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. Grantee 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, Grantee 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 Grantee 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. Grantee 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 Grantee's eligibility for this or another award or stimulus payment related to the COVID-19 pandemic.

11. Grantee 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 Grantee's tax returns are completed and filed through the date of application filing.
13. Grantee complies with local, state and federal labor laws.
14. Grantee is in good standing with the Vermont Secretary of State.
15. Grantee has faced economic harm resulting from or exacerbated by the COVID-19 public health emergency. This award will support Grantee in addressing the economic harm brought on by the COVID-19 public health emergency.
16. 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.
17. Grantee understands that, if Federal guidance on the regulations of the State Fiscal Recovery Fund change, it may change the terms of this award.
18. Grantee 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.
19. Grantee 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 F: 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.

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:			

Question	Yes	No	N/A
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: Certificate of Good Standing (COGS)

Act 154 Good Standing Certification

Applicant Name _____

Address

As an authorized representative of the grant applicant and in accordance with Act 154 of 2016, Section 13*, I hereby certify on behalf of the Applicant that

(check one):

- The Applicant is currently in “good standing” with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets. The Applicant is not a named party in any administrative order, consent decree, or judicial order relating to Vermont water quality standards issued by the State or any of its agencies or departments and is in compliance with all federal and State water quality laws and regulations.

Further, the Applicant will notify the State agency or department administering this State-funded grant if no longer in good standing with the Agency of Natural Resources or the Agency of Agriculture, Food and Markets at any time prior to or during implementation of this State-funded award.

- I am not able to certify that the Applicant is in “good standing” with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets for the following reasons:

*A copy of Section 13 is on the opposite side of this Certificate or can be found at http://finance.vermont.gov/sites/finance/files/documents/Forms/Grant_Recipients/FIN-Act_154_Section_13.pdf. Any person should first review and understand applicable terms, instructions and potential consequences in Section 13, including the definition of “Applicant” for purposes of this Certificate.

Name	Title
Signature	Date

This form must be completed and signed by an authorized official of the grant applicant organization.

Form: B5-Act154Cert

Issued: April 2018

Section 13 of Act 154 of 2016 – Certification for Grants

SECRETARY OF ADMINISTRATION; WATER QUALITY STANDARDS CERTIFICATION FOR STATE-FUNDED GRANTS; REPORT

- a) As used in this section:
- (1) “Applicant” shall include all entities, including businesses in which the applicant has a greater than 10 percent interest, or land owned or controlled by the applicant.
 - (2) “Good standing” means the applicant:
 - (A) is not a named party in any administrative order, consent decree, or judicial order relating to Vermont water quality standards issued by the State or any of its agencies or departments; and
 - (B) is in compliance with all federal and State water quality laws and regulations.
- b) (1) The Secretary of Administration shall amend the Standard State Provisions for Contracts and Grants, referred to as Attachment C to Administrative Bulletin 5, to require an applicant for a State-funded grant to certify, under penalty of perjury, that the applicant is in good standing with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets.
- (2) The requirement under this subsection shall allow for an attachment or include space for an applicant who cannot certify under subdivision (1) of this subsection to explain the circumstances surrounding the applicant’s inability to certify under subdivision (1) of this subsection.
- (3) At any time prior to the award of a State-funded grant or during implementation of a State-funded grant, an applicant shall notify the State agency or department administering the State-funded grant if the applicant is no longer in good standing with the Agency of Natural Resources or the Agency of Agriculture, Food and Markets.
- c) A State agency or department may consider an applicant’s certification or explanation under subsection (b) of this section in determining whether or not to award a State-funded grant to the applicant.
- d) (1) If a State-funded grant applicant knowingly provides a false certification or explanation under subsection (b) of this section or fails to notify the State agency or department administering the State-funded grant if the applicant is no longer in good standing with the Agency of Natural Resources or the Agency of Agriculture, Food and Markets as required in subdivision (b)(3) of this section, the State or its agencies or departments may:
- (A) seek to recover the grant award; and
 - (B) deny any future grant award to the applicant, based on the false certification or explanation or failure to notify, for up to five years.
- 2) In recovering a grant award under this section, the State or its agencies or departments shall be entitled to costs and expenses, including attorney’s fees.
- e) This section shall not apply to federally funded grants, contracts, or tax credits or federal or State loan programs.
- f) On or before January 15, 2021, the Secretary of Administration shall submit a report to the House Committees on Fish, Wildlife and Water Resources and on Commerce and Economic Development and the Senate Committees on Natural Resources and Energy and on Economic Development, Housing and General Affairs regarding methods to require all economic development assistance applications to include a certification that the applicant is not in violation of the requirements of programs enforced by the Agency of Natural Resources under 10 V.S.A.

§ 8003(a). The report shall also include information regarding any enforcement action taken by the State or its agencies or departments under subsection (d) of this section.

ATTACHMENT H: EXAMPLE TEMPLATE **REVENUE REPLACEMENT GRANT**



Vermont Department of Environmental Conservation

Agency of Natural Resources

SFA - STANDARD 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 "Grantee"). 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 the _____. Detailed scope to be provided by the Grantee are described in Attachment A, Scope of Work to be Performed.
3. **Maximum Amount**: In consideration of the scope of work to be performed, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a base amount of \$ _____. Attachment B, Payment Provision provides details on how the grantee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the grantee without written approval from the State.
4. **Procurement**: The Grantee 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: description of equipment, date of purchase, original cost and estimated current market value.
6. **Source of Funds**: State funds.
7. **Grant Term**: The period of Grantee'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 Grantee. 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 thirty (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 Grantee's fiscal year starts _____ and ends _____ .
11. Work product ownership: Upon full payment by the State, all products of the Grantee'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 Grantee.
12. Attachments: This Grant consists the following attachments that are incorporated herein:
Attachment A – Scope of Work to be Performed
Attachment B – Payment Provisions
Attachment C – Customary State Grant Provisions
Attachment D – State Fiscal Recovery Fund Program Assurances
13. Order of Precedence: Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
a. Standard Contract
b. Attachment C (Standard Contract Provisions for Contracts and Grants)
c. Attachment A
d. Attachment B

ATTACHMENT I: STANDARD STATE PROVISIONS FOR GRANTS AND CONTRACTS

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 J: PERMITTING GUIDANCE

Please work with your designer/contractor to determine which local, state, and federal permits and approvals may be required to complete your project, including state environmental permits from the Vermont Department of Environmental Conservation. We have listed below some permits that may be needed depending on your project type and location. Please refer to your Permit Navigator Result for further guidance on what permits may be needed at [Permit Navigator | https://dec.vermont.gov/permitnavigator](https://dec.vermont.gov/permitnavigator).

If you have any questions regarding which permits you may need or about the permits in general, you can reach out to a Community Assistance Specialists at <https://dec.vermont.gov/assistance/permits/specialists>.

Wastewater System & Potable Water Supply

A Wastewater System & Potable Water Supply permit is needed for new construction or changes to existing potable water supplies (such as wells) and wastewater (such as septic) treatment and disposal systems. This permit protects human health and the environment by making sure systems designs meet the State of Vermont standards. Wastewater permit applications are filed by licensed engineers and designers.

Contact for Wastewater Systems & Potable Water Supply Permit: The Regional Office Program issues water/wastewater permits (WW Permits) for soil-based wastewater systems with flows of less than 6,500 gallons per day, for potable water supplies (water supplies that are not public water supplies), and for municipal water and sewer connections. Permitting staff are located in five Regional Offices. See here for further details – <https://dec.vermont.gov/water/ww-systems>.

Guidance Link: <https://dec.vermont.gov/sites/dec/files/permit-handbook/sheet01.pdf>

Wetlands

A Wetland Permit may be needed if your project is within 50 feet of a Class II significant wetlands according to the Vermont Wetland Rules (VWR). Any activity in the wetland or 50 foot buffer zone may need a Vermont wetland permit before you start work. Wetlands and buffers should be clearly identified in area of the replacement project early to help you complete your wastewater (septic) or drinking water project. Please note that not all wetlands are mapped, see here for a list of wetland mapping consultants – <https://dec.vermont.gov/watershed/wetlands/what/id/wetland-consultant-list>.

Wetland Permit Contact: Elijah Schumacher, Wetlands Ecologist, at elijah.schumacher@vermont.gov or (802) 461-8615.

Guidance Link: <https://dec.vermont.gov/watershed/wetlands/what/guide>

Shoreland Protection

The Shoreland Protection Act guides development within 250 feet of the mean water level, in what is known as the Protected Shoreland Area. The Act applies to all lakes and ponds greater than 10 acres in size. The intent of the Act is to prevent degradation of lake water quality, preserve habitat and natural stability of shorelines, and maintain the economic benefits of lakes and their shorelands. Any new development, redevelopment, or clearing within 250 feet from mean water level may require a permit or registration.

Shoreland Protection Permit Contact: Determine your Regional Analyst using the Lake and Shoreland Regional Permit Analyst Map here –
<https://dec.vermont.gov/watershed/lakes-ponds/permit/contact>

Guidance Link: <https://dec.vermont.gov/watershed/lakes-ponds/permit/shoreland>

Lake Encroachment Permit

Projects encroaching on public waters (from mean water level towards the lake) such as docks, walls, boathouses, bridges, water intakes, cables, dredging, or fill require a permit. The goals of this program are to minimize the encroachment on public waters as well as ensure that projects do not adversely affect the public good and are consistent with the Public Trust Doctrine. Lake Encroachment jurisdiction includes: all lakes and ponds that are public waters, the boatable tributaries Lake Champlain and Lake Memphremagog upstream to the first barrier to navigation, Connecticut River impoundments, and upstream to the first barrier to navigation on the boatable tributaries to those impoundments.

Lake Encroachment Permit Contact: Determine your Regional Analyst using the Lake and Shoreland Regional Permit Analyst Map here –
<https://dec.vermont.gov/watershed/lakes-ponds/permit/contact>

Guidance Link: <https://dec.vermont.gov/watershed/lakes-ponds/permit/encroachment>

Flood Plain and River Corridor

Any development within the FEMA designated 100-year floodplain (Special Flood Hazard Area) in a community participating in the National Flood Insurance Program (NFIP) requires a local development permit. In addition, some communities regulate activities in ANR-mapped River Corridors. Applications for hazard area development permits must come to the State for review and comment to ensure compliance with NFIP and local minimum standards. Please be aware that Act 250 jurisdictional projects are reviewed under a state procedure that may result in requirements that differ from the local municipal requirements. Under Act 250, the State reviews projects located within the FEMA designated Special Flood Hazard Area and/or within the ANR-mapped River Corridor.

Floodplains and River Corridor Contact: Reach the Vermont Rivers Program at (802) 828-1115 or contact your Municipal Administrative Officer for a local permit application.

Guidance Link: <https://dec.vermont.gov/watershed/rivers/river-corridor-and-floodplain-protection>

Act 250

Act 250 is a comprehensive law that evaluates the impacts of many types of land uses and subdivisions in Vermont. The law is designed to evaluate the impacts of each proposed land use against a specific set of environmental, social, and economic criteria. Each land use permit application is reviewed by a 3-member citizen commission. There are 9 district commissions statewide, staffed by residents of each district that are appointed by the Governor. Act 250 is administered by the Natural Resources Board (NRB), an independent entity in the Executive Branch of Vermont State government that is not part of the Agency of Natural Resources.

NRB Contacts: Determine your District Coordinator using the map here – <https://nrb.vermont.gov/contact-us>

Guidance Link: <https://nrb.vermont.gov/documents/application-guide-act-250>