

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 07120-SFR-CRRP-121		² Original <input checked="" type="checkbox"/>		Amendment # <input type="checkbox"/>	
³ Grant Title: Community Recovery and Revitalization Program (CRRP)					
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$239,203.00		⁶ Total Award Amount: \$239,203.00	
⁷ Award Start Date: 03/03/2021		⁸ Award End Date: 12/31/2026		⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
¹⁰ Vendor #: 0000040282		¹¹ Grantee Name: Town of South Hero			
¹² Grantee Address: 333 Route 2					
¹³ City: South Hero		¹⁴ State: VT		¹⁵ Zip Code: 05486	
¹⁶ State Granting Agency: Department of Economic Development				¹⁷ Business Unit: 07120	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: Description: 80% or more of the CRRP work			
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>					

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: F856GHM8WMH6		²² Indirect Rate: %		²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 6		(Approved rate or de minimis 10%)		²⁵ R&D: <input type="checkbox"/>	
²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund		\$239,203.00	\$239,203.00	
Special Fund			\$0.00	
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds			\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$239,203.00	\$239,203.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: Joan Goldstein	NAME: David Carter
TITLE: Commissioner	TITLE: Selectboard Chair
PHONE: (802) 272-2399	PHONE: (802) 372-6550
EMAIL: Joan.Goldstein@vermont.gov	EMAIL: dcarter@usa.net

**STATE OF VERMONT
GRANT AGREEMENT****GRANT # 07120-SFR-CRRP-121****GRANT AGREEMENT PART 2**

1. **Parties.** This is a Grant Agreement between State of Vermont Agency of Commerce and Community Development, (hereinafter called “State”) and **Town of South Hero** with a principal place of business at 333 Route 2, South Hero, Vermont 05486 (hereinafter called “Grantee”). It is the recipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the recipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this Grant Agreement is the design and land acquisition cost for the a new community wastewater collection, treatment, and disposal system for the village areas of South Hero Village located in South Hero, Vermont. This Grant is funded through the Community Recovery and Revitalization Program (CRRP).
3. **Award Details.** Amounts, dates and other award details are provided on page 1 herein, *Grant Agreement Part 1-Grant Award Detail*. The detailed scope of work covered by this award is described in Attachment A.
4. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. **Cancellation.** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. **Attachments.** This Grant consists of **13** pages including the following attachments that are incorporated herein:
 - Grant Agreement Part 1 – Grant Award Detail
 - Grant Agreement Part 2 – Grant Agreement
 - Attachment A – Scope of Work
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Contracts and Grants
 - Attachment D – Other Provisions
 - Appendix 1 – Notice of Subcontract
 - Appendix II – Invoice Template
7. **Order of Precedence.** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 1. Grant Agreement Part 1 and Part 2
 2. Attachment C – Standard State Provisions for Contract and Grants
 3. Attachment D – Other Provisions
 4. Attachment A – Scope of Work
 5. Attachment B – Payment Provisions
 6. Appendices

**STATE OF VERMONT
GRANT AGREEMENT****GRANT # 07120-SFR-CRRP-121**

8. **Community Recovery and Revitalization Program (CRRP) Assurances.** An authorized signatory of the 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.



2. Grantee will report on incurred expenses and/or losses, in a form and at a frequency prescribed by the State of Vermont.



3. To the extent that actual expenditures or demonstrated need is less than the total award amount, Grantee agrees to return funds to the State of Vermont.



4. Grantee will submit reports as required by the State of Vermont, Agency of Administration, and/or Agency of Commerce and Community Development.



5. Grantee must repay the award or portion of the award to the Agency of Commerce and Community Development if any funds received were issued in error; are based on incorrect representations made to the Agency; or any costs forming the basis of an award under this program are covered by other federal funds or federally forgiven loans received by the Grantee. The Grantee agrees 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 Agency of Commerce and Community Development.



6. The 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.



7. The Agency of Commerce and Community Development may share the information on this award with other Federal and Vermont state agencies, and other Federal and Vermont agencies can share information with the Agency of Commerce and Community Development for the purpose of verifying the Grantee's eligibility for this or another award or stimulus payment related to the COVID-19 pandemic.



8. Grantee is in good standing with the Vermont Secretary of State.



9. As the Grantee of CRRP funds, I attest, under penalty of perjury, that all information provided in this application is true and accurate. I understand that the State of Vermont will rely on this certification as a material representation in making this 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. Any person who knowingly presents a false claim for payment to the State is at risk of criminal prosecution including up to five years imprisonment and a fine of up to \$10,000 and may also be liable under the Vermont False Claims Act for up to three times the amount falsely claimed plus a penalty of \$5,500 to \$11,000.



10. The Grantee understands that, if federal guidance on the regulations of the State Fiscal Recovery Fund change, it may change the terms of this award.

**STATE OF VERMONT
GRANT AGREEMENT**

GRANT # 07120-SFR-CRRP-121


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

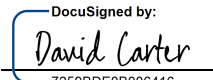
STATE OF VERMONT

TOWN OF SOUTH HERO

Date: 9/27/2024

Date: 9/27/2024

By:  DocuSigned by:
A4ED1421C4E54EB...

By:  DocuSigned by:
7259BDE0B006416...

Name: Joan Goldstein

Name: David Carter

Title: Commissioner

Title: Selectboard Chair

Dept: Economic Development

ATTACHMENT A - SCOPE OF WORK TO BE PERFORMED

1. **Program Objectives.** The Community Recovery and Revitalization Program (CRRP) aims to foster post-pandemic economic recovery by supporting capital improvement projects related to the renovation or creation of childcare facilities, and affordable housing for low- and moderate-income households; support capital projects that assist nonprofits and small businesses in industries most impacted by the COVID-19 pandemic (Agriculture, Educational Services, Arts, Entertainment, & Recreation, and Accommodation & Food Services); and further municipal infrastructure projects (water supply and wastewater) that spur housing, business and/ or job creation and expansion. These recovery funds are intended to retain and expand existing businesses and nonprofit organizations with a preference for projects that primarily serve BIPOC populations and projects located in regions and communities with declining or stagnant grand list values.
2. **Project Overview.** The South Hero Village Community Wastewater Project is a new community wastewater collection, treatment, and disposal system for the village areas of South Hero Village. The system is intended to address existing septic disposal deficiencies, safeguard against polluting Lake Champlain adjacent to the villages, and provide necessary infrastructure for additional housing and businesses.

CRRP award shall assist with 20% of the Step 2 design and land acquisition costs for the Allenholm and Lavin properties.

3. **Approved Use of Funds.** The State agrees to award the Grantee up to **\$239,203** of Community Recovery and Revitalization Program funds for the design and land acquisition for a new community wastewater collection, treatment, and disposal system for the village areas of South Hero Village located in South Hero, Vermont—real property to which the Grantee owns or has rights to.
4. **Scope of Work.** Congruent with the approved CRRP application, the following identifies, in general terms, the approved scope of work, hereinafter referred to as “CRRP Work”: The Grantee shall use CRRP funds to:
 - 4.1 Engineering design services; filed work, preliminary design, final design and permitting.
 - 4.2 Archaeological services.
 - 4.3 Land acquisitions of Allenholm and Lavin properties.
 - 4.4 The State acknowledges the following timeline and budget are projections provided by the Grantee within their approved CRRP application and that shifts in timeline may be necessary as the project progresses. Unforeseen delays and unanticipated costs may not necessarily warrant an amendment to this Grant Agreement, as the State’s funding portion shall not change. However, the Grantee shall notify the State in writing of such changes, whereas significant modifications may warrant an amendment.

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GRANT # 07120-SFR-CRRP-121

Project Budget

Description	Cost per Application	20% CRRP per Application
Standard Engineering Services		
Step II – Field Services	\$30,000.00	\$6,000.00
Step II – Preliminary Design	\$55,000.00	\$11,000.00
Step II – Final Design	\$75,000.00	\$15,000.00
Step II – Permitting	\$25,000.00	\$5,000.00
Non-standard engineering services		
Step II – Additional Services	\$10,000.00	\$2,000.00
Step II – Archaeological Services	\$75,000.00	\$15,000.00
Other Costs		
Administration	\$35,000.00	\$7,000.00
Legal	\$25,000.00	\$5,000.00
Land Acquisition (Allenholm)	\$100,000.00	\$20,000.00
Land Acquisition (Lavin)	\$600,000.00	\$120,000.00
Soft cost contingency	\$166,015.50	\$33,203.00
TOTAL	\$1,196,016.00	\$239,203.00

South Hero Community Wastewater Project Schedule 9.20.2024

Milestones	Deliverables	Due Date*
Preliminary work to determine feasibility for system at Allenholm and Lavin.	Feasibility determined	June to October 2024
Complete PER Capacity of system at Allenholm, test pits Archeology Confirming service area Project Cost Summary (PCS) Finalize the report	<ul style="list-style-type: none"> • 90% PER Report • Final PER Report 	June to December 2024
<i>Land Acquisition – Easement</i> The P&S would have contingencies around a yellow book appraisal and land trust approval and test pits done.	<ul style="list-style-type: none"> • Copy of Yellow Book Appraisal • Copy of Executed Purchase and Sales Agreement – for permanent easement • Legal costs 	January 2025
PER Acceptance	PER Acceptance Letter	January 2025

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<p>Easements There may or may not be, now that a smaller system may not be worth the effort to gain easement but leave on the table. Alternative is to go up South St.</p>	<ul style="list-style-type: none"> • Executed copies of All Public and Private Easement Agreements • Easements and Rights of Way Certification Form • Legal costs 	<p>1/31/2026</p>
<p>Coordinator Services (ongoing throughout the project)</p>	<ul style="list-style-type: none"> • Communication and Outreach Plan • Meeting Minutes • Outreach Documents and Presentations 	<p>3/31/2026</p>
<p>Environmental Review</p>	<ul style="list-style-type: none"> • Completed EID and supporting documentation • Copy of Permit Navigator Results • Archeological Resource Assessment • Historic Preservation Assessment • Phase I Archeological Site Assessment • Desktop Review for Linear Projects 	<p>3/30/2026</p>
<p>Final Design and Permitting (Step 2) Hydrogeological</p>	<ul style="list-style-type: none"> • 30% Plans and Specifications • 60% Plans and Specifications • 90% Plans and Specifications • Final Bid Plans and Specifications with EJCDC Front Ends • Copies of All Permits • Copies of Permit Navigator Results • Updated PCS in WID Format • Soil Investigations Report, etc. 	<p>30% - 6/29/2025 60% - 12/18/2025 90% - 3/21/2026</p> <p>Final Bid Plans and everything else - 3/30/2026</p>

5. **Permit Navigator.** The Grantee shall comply with all applicable Federal, State and Local laws and regulations, including required permitting. The Grantee shall use the Agency of Natural Resources (ANR) Permit Navigator Tool to obtain a permit navigator number for any CRRP Work when any ANR permits are necessary for completion.
6. **Grant Term.** The term of this agreement is through December 31, 2026, unless otherwise amended by the State. If after two years from the start date of agreement, the State determines the Grantee has not made sufficient progress toward project completion, the Grantee shall submit a proposed plan for State approval. The State reserves the right to terminate this agreement for material non-compliance with its terms.
7. **Notification.** The Grantee shall inform the State in writing, as soon as problems, delays, or adverse conditions become known, especially those that may impede the ability to meet the outcomes specified in

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the approved CRRP application. If the Grantee is unable or unwilling to complete the CRRP Work, the Grantee shall ensure that the site is secure. The Grantee shall notify all appropriate state agencies to ensure an orderly transition should additional work be necessary to complete the project.

8. **Performance Measures.**

Performance Measure	Deliverable	Maximum Payment
Completion of CRRP Work in compliance with the terms of this Agreement and approved application.	Detailed progress reports, final report, and itemized invoice/s of CRRP Work completed	\$239,203

9. **Attribution.** Attribution shall be made to the State of Vermont in all publications, i.e., newsletters, press releases, event promotions, webpages, programs, etc.

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

10. **Reporting.** The Grantee must submit semi-annual progress reports and a final report. Progress reports shall apprise the State of project progression in terms of the statement of work, identifying any variances to the project timeline and budget, and the provision of an updated project schedule. In addition to progress reporting, the State shall provide a link to a fillable form comprised of federal reporting questions which are subject to change as Federal requirements are updated. Reports must be submitted on or before the 15th day of the month following the end of the period, as follows:

- January 1 through June 30, reports due on or before July 15th
- July 1 through December 31, reports due on or before January 15th
- Final Report due on or before January 15, 2027

11. **Subcontracting.** The Grantee shall not assign labor duties to a subcontractor without written notification to the State. Written notification is completed by submitting the Notice of Subcontract form (attached as Appendix I).

12. **Procurement.** The Grantee certifies that for the purchase of any equipment, supplies, and/or services outside of their organization, they have and will follow their own written procurement policy.

13. **Site Occupancy.** The Grantee must retain ownership or occupancy rights of the Site throughout the period of performance of the agreement. For the purposes of this agreement, the term “owns” means fee simple title unless the State approves a different ownership arrangement.

14. **Site Visits.** The Grantee agrees that the State may conduct site visits to review and photograph work completion.

(End of Scope of Work)

ATTACHMENT B – PAYMENT PROVISIONS

1. **Grant Amount.** In accordance with the approved application, the State awards the sum not to exceed **\$239,203**, which is 20% of the estimated project cost of **\$1,196,016**. The Grantee shall secure funding for the balance of project costs. Unforeseen cost overages shall not modify the State’s award portion.
2. **Payment Terms and Conditions.**
 - 2.1. The Grantee understands and agrees that Project Grant Funds may only be used for eligible programmatic expenses to conduct CRRP Work at the Site.
 - 2.2. The Grantee further understands and agrees that any and all work performed for which the Project Grant Funds are used and the receipt of any Project Grant Funds under this agreement is conditioned upon the Grantee’s compliance with the terms and provisions of this Agreement.
 - 2.3. The Grantee must pay a mandatory cost share of at least 80 percent. The cost share contribution must be for costs that are eligible under the agreement and must be supported by adequate documentation. Invoices will be reimbursed at twenty percent of the total expenses for allowable CRRP Work up to the maximum award amount.
3. **Required Documents. Prior to the first requisition of funds Grantee shall submit to the State:**
 - 3.1. Complete and accurate Federal Tax Form W-9
 - 3.2. Evidence of insurance coverage with limits of liability as required by Attachment C. All required insurance coverage shall remain in full force and effect during the term of this Agreement.
 - 3.3. Identification of the contractor and subcontractor selected by the Grantee to conduct the CRRP Work
4. **Records.** The Grantee shall maintain financial records that support and facilitate reporting to the State pertaining to actual expenses incurred for CRRP Work by the Grantee and proof of payment.
 - 4.1. The Grantee shall retain and make available to the State upon request all records pertaining to this Grant Agreement for the duration of the Agreement and five years thereafter or for any period required by law. This five-year retention period supersedes the three-year retention prescribed in Attachment C - Section 13 “Records Available for Audit”.
5. **Invoicing.** The Grantee may submit invoices for reimbursement of CRRP work as it is completed and paid. Invoices should be accompanied by the ACCD Invoice Template completed outlining the project expenses and funding (See Appendix II). Invoices shall be paid as a reimbursement of expenditures. The Grantee must submit to the State proof of payment to their vendors. Proof of payment may be canceled checks; ledger reports; or other bank documentation in support of vendor payment by Grantee. All Grantee payments shall clearly reference the corresponding invoice number/s. Invoices in support of the cost share for allowable CRRP Work shall also be submitted. All invoices must be submitted for reimbursement within 30 days following the award end date. State payment of Project Grant Funds is contingent upon successful completion of the performance measures outlined in Attachment A. The Grantee shall submit itemized vendor invoices for eligible expenses incurred to ACCD.CRRP@vermont.gov

(End of Payment Provisions)

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

Attachment C – Standard State Provisions for Contracts and Grants. Attachment C dated 12/15/17 is hereby deleted in its entirety and replaced by the [Attachment C – Standard State Provisions for Contracts and Grants dated December 7, 2023](#) and is hereby incorporated by reference and embedded link as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement.

(End of Standard Provisions)

ATTACHMENT D - OTHER PROVISIONS

- 1. Default:** If the Grantee sells or transfers the Property prior to completion of the CRRP Work, then, in that event, the Grantee shall immediately repay the entire amount of Project Grant Funds advanced to the Grantee to the State. If the Grantee's intention is to sell or transfer the Property prior to completion of the CRRP Work, Grantee must provide written notice of intent to transfer thirty (30) days in advance and obtain State's approval.

In the event of a default of any of the terms or conditions of this Agreement, the entire amount of project grant funds disbursed to Grantee shall become immediately due and payable to the State without the necessity of demand from State. The Grantee shall be deemed to be in default under this agreement upon the occurrence of one or more of the following events (Event of Default):

- A.** The Grantee assigns this Agreement, or any Project Grant Funds advanced hereunder or any interest herein to a third party or if the Site or any interest in it is conveyed, assigned or otherwise transferred without the prior written consent of the State
- B.** Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.
- C.** The Grantee defaults in the performance of any term, covenant or condition to be performed hereunder and such default is not remedied within thirty (30) days, unless a longer period of time is reasonably required to cure the default, from and after receipt of written notice by certified mail, return receipt requested, from the State to the Grantee, specifying said default, of, if such default cannot be remedied within that period and remedial effort is not commenced within that period and diligently and continuously pursued, the State shall have the right to proceed by appropriate judicial proceedings to enforce performance or observation of the applicable provisions of this Agreement and/or terminate this Agreement and recover damages from the Grantee to the extent allowed by law.
- D.** Any proceeding involving the Grantee or the Site, commenced under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted, no Event of Default shall be deemed to have occurred hereunder unless the State either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within sixty (60) days.
- E.** An order, judgment or decree is entered, without the application, approval or consent of the State, by any court of competent jurisdiction approving the appointment of a receiver, trustee or liquidator of the Grantee of all or a substantial part of its assets, and such order, judgment or decree shall continue in effect for a period of sixty (60) days.
- F.** Upon the occurrence of any one or more of the Events of Default enumerated above, all amounts of Project Grant Funds disbursed to the Grantee by the State pursuant to this Agreement shall become due and payable to the state, without presentment, demand, protest or notice of any kind to the State, all of which are hereby expressly waived by the Grantee.

(End of Other Provisions)

Appendix I

Agency of Commerce and Community Development Notice to Subcontract

Date of Notice:	
Original Grantee:	
Address:	
Phone Number:	
Agreement #:	

Subcontractor Name:	
Address:	
Phone Number:	
Contact Person:	
Scope of Services:	
Maximum Amount:	\$

Original Grantee Signature:	
<p>By signing above, the Grantee certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 23).</p>	

Appendix II

Agency of Commerce and Community Development Invoice Template

Agency of Commerce and Community Development		Project or Site Name:													
Department of Economic Development		Invoice # (please indicate if this is the final invoice):													
		Grantee:													
Community Recovery & Revitalization Program		Agreement #:													
CRRP Invoice		CRRP Award Amount:													
		Performance Period:													
Individual Vendor Invoices (enter Contractor name, invoice date and invoice number in the cells below)															
Individual project components (please identify the budget line items below as applicable to your project)	Contractor	Budget	Total of Vendor Invoices												
			\$ -												
			\$ -												
			\$ -												
			\$ -												
			\$ -												
			\$ -												
			\$ -												
			\$ -												
			\$ -												
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Funding Sources															
CRRP Program funding this invoice	20%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cost Share Source	80%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant funds available															
Grant funds requested with this draw															
Grant funds remaining after this draw			\$ -												