VERMONT

State of Vermont
Department of Housing and Community Development
Deane C. Davis Building – 6th Floor [phone] 802-828-3211
One National Life Drive
Montpelier, VT 05620-0501

Agency of Commerce and
Community Development

April 6, 2026

Joe Kasprzak, Assistant Town Manager
Town of St. Johnsbury
51 Depot Street
St. Johnsbury VT 05819

RE: 07110-IG-2024-St. Johnsbury; Caledonia Food Cooperative
Grant Agreement Offer

Dear Mr. Kaspzak:

Uploaded for your consideration is the Grant Agreement between the Town of St. Johnsbury and this Agency. Please review the offer carefully. **Prior to signing the Grant Agreement in the GEARS system your Legislative Body is required to adopt a resolution, Form PM-1. This form states the acceptance and responsibility of the terms and conditions of the Grant Agreement and designates the person with the overall responsibility and authority to execute all appropriate documents.** If it is satisfactory you need to log into your account in the GEARS system and go to the Grant Agreement and Amendment Documents page of the grant above, upload the signed Grant Agreement Resolution(s), certify, select your name, date and save the page and then change the status of the Grant to “Grant Agreement Accepted” by May 6, 2026. This will have the same legal effect as a hand-written signature.

If any information is incorrect in Part 1 & 2, or the Scope of Work in Attachment A, or Budget in Attachment B of the Grant Agreement as offered, please add a note with the suggested revisions on the page and change the status of the grant to "Grant Agreement Offer Mods Required". Changes may not be made to Attachments C, D, or E. The Agency shall take the requested changes into consideration and implement where discretion allows and will reoffer the Grant Agreement for you to sign.

Once pushed to “Grant Agreement Accepted” the Commissioner will receive a notification that it has been executed by the Town of St. Johnsbury and then will fully execute it in the GEARS system. You will receive a notification of this execution.

Before a request for funds can be processed, all requirements and special conditions as stated in the Grant Agreement must be satisfied. It is important to understand that some special conditions may have already been met, and if you have any questions in this regard, please contact me. We recommend that you review the requirements set out in the Grants Management Guide, paying particular attention to **the chapter on The Grant Agreement**, and that you review your Grant Agreement carefully for all requirements.

If you have any questions regarding the Grant Agreement, please contact me by email Nathan.Cleveland@vermont.gov or by phone at 802-585-5659.

Sincerely,

Nathan P. Cleveland

Nathan Cleveland
Community Development Specialist

NC:cmb
Enclosures
cc: Peter Schweigert, Co-op President

STATE OF VERMONT GRANT AGREEMENT — Part 1 - Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

[1] **Grant #:** 07110-IG-2024-St. Johnsbury-04 — [2] **Original** _X_ Amendment ____

[3] **Grant Title:** Caledonia Food Cooperative

[4] **Amount Previously Awarded:** $ 0.00 — [5] **Amount Awarded This Action:** $ 600,00.00 — [6] **Total Award Amount:** $ 600,000.00

[7] **Award Start Date:** 6/10/2025 — [8] **Award End Date:** 12/31/2027 — [9] **Subrecipient Award:** YES ☒ NO ☐

[10] **Supplier #:** 40069 — [11] **Grantee Name:** Town of St. Johnsbury

[12] **Grantee Address:** 51 Depot Street

[13] **City:** St. Johnsbury — [14] **State:** VT — [15] **Zip Code:** 05819

[16] **State Granting Agency:** ACCD-Department of Housing & Community Development — [17] **Business Unit:** 07110

[18] **Performance Measures:** YES ☒ NO ☐ — [19] **Match/In-Kind:** $1,681,668 **Description:** See Attachment B - Payment Provisions and Project Budget, 4. Sources and Uses

[20] *If this action is an amendment, the following is amended:*
Amount: ☐ **Funding Allocation:** ☐ **Performance Period:** ☐ **Scope of Work:** ☐ **Other:** ☐

SECTION II - SUBRECIPIENT AWARD INFORMATION

[21] **Grantee UEI #:** **EKHJL22F6F26** — [22] **Indirect Rate:** 0 % (Approved rate or de minimis 10%) — [23] **FFATA:** YES ☒ NO ☐

[24] **Grantee Fiscal Year End Month** (MM format): 06 — [25] **R&D:** ☐

[26] **UEI Registered 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	$0.00	$0.00	$0.00	
Special Fund	$0.00	$0.00	$0.00	
Global Commitment (non-subrecipient funds)	$0.00	$0.00	$0.00	
Other State Funds	$0.00	$0.00	$0.00	

FEDERAL FUNDS
(includes subrecipient Global Commitment funds)

Required Federal Award Information

[31]ALN#	[32]Program Title	[33]Awarded Previously	[34]Award This Action	[35]Cumulative Award	[36]FAIN	[37]Federal Award Date	[38]Total Federal Award
14.228	Community Development Block Grant (CDBG)	$0.00	$600,000	$600,000.00	B.25.DC.50.0 001	9/19/2025	$7,480,687.00
[39] **Federal Awarding Agency:** U.S. Department of Housing and Urban Development (HUD)			[40] **Federal Award Project Descr:** CDBG FY 25				
		$0.00	$600,000.00	$0.00			$600,000.00
Federal Awarding Agency:			**Federal Award Project Descr:**				
		$0.00	$0.00	$0.00			$0.00
Federal Awarding Agency:			**Federal Award Project Descr:**				
		$0.00	$0.00	$0.00			$0.00
Federal Awarding Agency:			**Federal Award Project Descr:**				
		$0.00	$0.00	$0.00			$0.00
Federal Awarding Agency:			**Federal Award Project Descr:**				
Total Awarded - All Funds		**$0.00**	**$600,000.00**	**$600,000.00**			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME: **Nathan Cleveland**
TITLE: **Community Development Specialist**
PHONE: 802-585-5659
EMAIL: Nathan.cleveland@vermont.gov

GRANTEE

NAME: **Joe Kasprzak**
TITLE: **Assistant Town Manager**
PHONE: 802-748-3926
EMAIL: jkasprzak@stjvt.com

GRANT AGREEMENT # 07110-IG-2024-ST. JOHNSBURY-04

1. **Parties:** This is a Grant Agreement between State of Vermont Agency of Commerce and Community Development (hereinafter called "State" or "Agency") and Town of St. Johnsbury with principal place of business at 21 Depot Street, St. Johnsbury, VT 05819 (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. The grantee is required by law to have a Federal ID# and it is 036000674.

2. **Subject Matter:** The subject matter of this Grant Agreement is Community Development Block Grant.

3. **Award Details:** Amounts, dates and other award details are as shown in the attached *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 as provided in Attachment C, Section 27 or Attachment D, Sections XVI and XVII.

6. **Attachments:** This Grant consists of 32 pages including the following attachments that are incorporated herein:

   Attachment A – Scope of Work to Be Performed and Special Conditions
   Attachment B – Payment Provisions and Project Budget
   Attachment C – Customary State Grant Provisions
   Attachment D – Other Provisions (CDBG Standard Provisions)
   Attachment E – Certifications

NOTE: Signatures blocks have been omitted because document will use e-signing technology in lieu of signatures.

SCOPE OF WORK AND SPECIAL CONDITIONS

(A) Definitions - The following definitions shall apply throughout:

Grantee:	**Town of St. Johnsbury**
Subgrantee:	**Caledonia Food Cooperative, Inc, (CFC); 502 Railroad St, St. Johnsbury, VT 05819 (UEI# E9T3RWLPMDC9 and Federal ID# 83-4065255)**
Administrator:	**Town of St. Johnsbury and Caledonia Food Cooperative, Inc.**
Program Manager:	**Caledonia Food Cooperative, Inc.**
Supported Business:	**Caledonia Food Cooperative, Inc.**

(B) **Project Description**:

The Grantee shall subgrant CDBG funds together with Other Resources, as set out in the *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses,* to the Caledonia Food Cooperative, Inc, to complete renovations and purchase equipment for the former Walgreens property located at 502 Railroad St, St. Johnsbury, VT 05819, converting the building into a retail "food-focused" grocery store with storage, offices and community space. The property is located within the State Designated Downtown along public transportation routes and adjacent and accessible to residential neighborhoods. The planned equipment includes everything needed for store operations, not limited to refrigeration equipment, shelving, and the point-of-sale system. The planned renovations will result in approximately 8,000 square feet of retail grocery space and an additional 4,000 square feet of space devoted to offices, storage, and community space. Exterior work will include the removal of the front entrance canopy, façade restoration, installation of a window, adding fire exits, and access doors.

(1) **Business Assistance Grants (Activity #4033)**

The Subgrantee shall use CDBG funds together with Other Resources, , as set out in the *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses,* in accordance with 24 CFR 570.203, as set out in the Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses, to purchase equipment that will include refrigeration equipment (food/beverage display coolers and freezers in the retail space, walk in coolers and freezers in back of house, and compressor and/or rack system in basement and/or roof). Other equipment that CDBG funds may be used for, depending on final costs, could include the point-of-sale system, and food shelving and bins. Other resources will be used for the remainder of the equipment needed for the store.

(2) **Commercial Rehabilitation (Activity #4003)**

The Subgrantee shall use Other Resources, as set out in the *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses*, to complete construction renovation activities that will include new electrical service, new fire alarm and security system, new plumbing, new HVAC systems, all interior renovations as well as façade work necessary to transform the building into a functional, vibrant community-owned grocery store.

(3) **Program Management (Activity #4013**)

The Subgrantee shall use Other Resources, as set out in the *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses,* to perform Program Management including but not necessarily limited to, activities relating to securing release of funds under the environmental regulations, securing compliance with labor standards (including Davis-Bacon wage rates), permit assistance, procurement standards, contracts management, construction oversight and coordination, and legal services.

(C) **General Administration (Activity 5013)**

The Grantee shall use CDBG funds together with Other Resources, as set out in the *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses,* for the general administration of the grant. General administration responsibilities include, but are not limited to, activities relating to setting up and maintaining financial management records, completing progress reports, ensuring that the terms and conditions of this *Agreement* are carried out, assisting with subrecipient monitoring, and for eligible costs of audit.

(D) **National Objective**

The National Objective of Low and Moderate Income will be met by the creation of twenty-seven (27) full-time-equivalent (FTE) jobs; with at least fourteen (14) (51.9%) being made available to or filled by individuals with income at or below 80% of area median income (AMI). The project is located within the US census tract number 9593

Activity	National Objective	Performance Indicator(s)	Proposed
Economic Development – Business Assistance Grants 17C Commercial/Industrial Building Acquisition, Construction, Rehabilitation	Low & Moderate Income	Number of Businesses Assisted Number of Jobs Number of Low or Moderate-Income Jobs	1 27 14

(E) The following documents shall be filed with the Agency at the times specified:

(1) Prior to the first requisition of funds under this Agreement, as required by Attachment D, Section II(D), Grantee shall provide copies of the management forms and municipal policies or a certification that all required policies previously have been adopted and filed with the Agency.

(2) Prior to the first requisition of funds, the Grantee shall provide evidence of a firm commitment of Other Resources called for by Attachment B, Section 4.

(3) Prior to executing the Subgrant Agreement with the Program Manager and the subgrantee, Grantee shall ensure that the Program Manager and the Subgrantee have each obtained Unique Entity Identification (UEI) numbers from the SAM.gov UEI Request Service at https://sam.gov/content/entity-registration, have each registered with

the System for Award Management ("SAM") at www.sam.gov, are not listed on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment and shall provide the UEI number, evidence of registration, and evidence that the parties are not debarred to the Agency.

(4) Prior to the first requisition of funds, a copy of the fully executed Benefit and Performance Agreement by and among Grantee and the Subgrantee called for herein.

(5) Prior to the first requisition of funds, a copy of the fully executed Subgrant Agreement between the Grantee and Subgrantee, together with such other documents as may be required to secure compliance with the conditions of said subgrant.

(6) Prior to the first requisition of funds, the Subgrant Agreement shall require, at a minimum, that Subgrantee secure its obligations thereunder by providing Grantee a mortgage on the real property being assisted with CDBG funds. The Grantee shall upload a copy of the fully executed and recorded mortgage to GEARS along with any other supporting documentation. This mortgage may be discharged upon request of the Subgrantee after the National Objective is achieved and the requisite five (5) years of compliance with the terms of the subgrant is completed, if applicable.

(7) Prior to the first requisition of funds, a copy of the mortgage on the real property securing Subgrantee's obligations.

(8) Prior to the first requisition of funds, a copy of the fully executed Employment Agreement by and among Grantee, Subgrantee and the Vermont Department of Labor called for herein.

(9) Prior to the first requisition of funds, the Grantee shall provide an opinion of counsel, satisfactory to the Agency, that each of the documents provided pursuant to Paragraphs (E)(4) through (8) hereof is a legal, valid, and binding instrument, enforceable in accordance with its terms; that such documents meet the requirements of this Agreement, including but not limited to the requirements set forth at paragraphs (M) (1) to (19), and provides for use of the CDBG funds in compliance with this Agreement; and that the Subgrantee has met all conditions required under such documents which must predate the first requisition.

(10) Prior to the first requisition of funds, the Grantee shall certify to the Agency as to the applicability of the EPA's Lead-Based Paint, Renovation, Repair, and Painting Program Rule (40 CFR 745.80, Subpart E) to the Project. If said Rule does apply to the Project, Grantee shall provide the Agency with documentation as to what steps have/will be taken to ensure compliance with the Rule.

(11) Prior to the first requisition of funds, certification that all permits needed for the project have been identified and those needed to commence activities have been secured.

(12) Prior to the first requisition of funds, the Grantee shall provide evidence that it has established a bank account that meets the requirements of Attachment D, Paragraph V.

(13) Within six months of the date of this Grant Agreement, or prior to the completion date of the project, whichever occurs first, a member of the legislative body, municipal CEO, municipal manager/administrator or a municipal designee responsible for housing issues

within a municipality such as a member of the planning commission, zoning board of appeal, development review board or local housing committee, shall attend an Agency-approved Fair Housing Training.

(14) Prior to close-out, the Grantee shall provide an Inspection Report and a Certificate of Occupancy from the Vermont Division of Fire and Safety that shows that the rehabilitation of 502 Railroad St, St. Johnsbury, VT 05819 meets the requirements for Vermont Fire and Building Safety Codes.

(F) The Grantee shall demonstrate compliance with Davis-Bacon reporting requirements.

(G) The Grantee shall comply with **Section 3 requirements in accordance with 24 CFR 75 Subpart C** to provide economic opportunities in connection with this project, to the greatest extent feasible, to low and very low-income persons residing within the area in which the project is located and to Section 3 businesses. Section 3 requirements shall be included in bid documents and shall be attached to all contracts executed in connection with this project. For more information on Section 3 see HUD Regulations.

(H) The Grantee shall comply with the Build America, Buy America Act ("BABA"), including requirements that all iron, steel, and building materials incorporated into qualifying infrastructure projects must be manufactured in the United States, subject to phased implementation, guidance, and waivers issued by HUD. Grantee and Subgrantees shall require the Contractor(s) and Architect(s) to sign a BABA Certification of Compliance to be attached to all AIA G702 "Application and Certification for Payment" forms submitted with requisitions. Grantee and Subgrantees shall maintain documentation supporting BABA compliance for a minimum of three (3) years.

(I) The Grantee shall require Subgrantee to comply with all conditions set forth in the Environmental Review Release Letter ENV-2024-St. Johnsbury-004 dated September 9, 2025 and shall maintain/upload documentation demonstrating compliance.

(J) The Grantee shall ensure adequate Subrecipient Oversight Monitoring per the Uniform Guidance using the Subgrantee Financial Monitoring Worksheet that was submitted as an award condition. If the Subgrantee Financial Monitoring Worksheet was not submitted as an award condition, it must be completed prior to the first requisition. Only a Municipal staff person can complete and be responsible for the Subgrantee monitoring.

(K) The Employment Agreement by and among Grantee, Subgrantee and the Department of Employment and Training shall, at a minimum, meet the standards set out in the "VCDP Sample Employment Agreement Hiring Guide". The Employment Agreement shall:

(1) Specify, in detail, the job creation requirements as set forth in in the National Objective section of this Attachment A.

(2) Contain provisions which require Subgrantee to provide documentation of the number of full-time equivalent, permanent jobs created pursuant to this Agreement prior to Grantee's submission of the Final Program Report.

(L) The Benefit and Performance Agreement between Grantee and Subgrantee shall include the applicable provisions from the Agency's Sample Benefit and Performance Agreement; and shall, at a minimum, provide for the following:

(1) Require the Subgrantee to indemnify the Grantee and hold the Grantee harmless for any and all liability of Grantee to the Agency for failure to achieve the new jobs creation performance indicator as set forth in Paragraph D, above.

(2) Require the Subgrantee to obtain, pay for, and keep in force, insurance on the facility assisted using CDBG funds against such risks, in such amounts, and with an insurance carrier as may be reasonably acceptable to the Agency; and that such policy will contain a loss payable clause acceptable to the Agency, and shall provide satisfactory evidence of such insurance to the Agency.

(3) For a period of five (5) years from the Completion Date, in compliance with the provisions of "**Use of Real Property**," 24 CFR §570.505 and **"Agreements with Sub Recipients"** 24 CFR §570.503(b)(7) including that timely notice shall be given to the Grantee and the Agency should there be the anticipation of a change of use or sale of all or a portion of the facility assisted using CDBG funds to any person or entity who will use it for any changed purpose, of discontinuance of operation of all or a portion of the facility, or of material alteration or expansion of its purpose or function, including the loss of affordability of the facility or housing units. The Grantee shall have such remedies that are available under the law, up to and including full recovery of the CDBG funds."

(M) The Subgrant Agreement between the Grantee and the Subgrantee shall contain such provisions as are appropriate and necessary to meet the requirements of the VCDP as set forth in this *Agreement*, and as set forth in VCDP's Sample Subgrant Agreement; shall incorporate by reference this Grant Agreement; and shall, at a minimum, provide for the following:

(1) The Grantee shall subgrant $600,000 in CDBG funds.

(2) Require the Subgrantee to provide documentation to certify that, as of the date of execution of the Subgrant Agreement, the organization is authorized to do business in the State of Vermont.

(3) Require the Subgrantee to provide documentation to certify that, as of the date of execution of the Subgrant Agreement, the organization is in good standing with respect to, or in full compliance with a plan to pay, any and all federal, state and local taxes.

(4) Require the Subgrantee to provide documentation to certify that, as of the date of execution of the Subgrant Agreement, the organization is current on or is in full compliance with a plan to pay, any and all financial obligations.

(5) Require Subgrantee to certify that, as of the date of execution of the Subgrant Agreement, the organization has obtained a Unique Entity Identification (UEI) number from the SAM.gov UEI Request Service at https://sam.gov/content/entity-registration, has registered with the System for Award Management ("SAM") at www.sam.gov, is not listed in the Exclusions portion of Performance Information in the System for Award Management ("SAM") at www.sam.gov; nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment.

(6) Require the Subgrantee to provide documentation to certify that, as of the date of execution of the Subgrant Agreement, all permits needed for the project have been identified and those needed to commence activities have been secured.

(7) Require the Subgrantee to provide a firm commitment of all Other Resources.

(8) Require Subgrantee to secure its obligations hereunder by providing Grantee a mortgage on the real property. A copy of the recorded mortgage shall be uploaded to the GEARS system.

(9) Require the Subgrantee to perform the General Administration (Activity #5013) and the Program Management (Activity #3013) of this grant, including all applicable specific functions set forth in the "VCDP Sample Subgrant and Administrative Services/Program Management Agreement."

(10) Require the Subgrantee to comply with Section 3 requirements in accordance with 24 CFR 75 Subpart C to provide economic opportunities in connection with this project, to the greatest extent feasible, to low and very low-income persons residing within the area in which the project is located and to Section 3 businesses. Section 3 requirements shall be included in bid documents and be attached to all contracts executed in connection with this project. For more information on Section 3 see HUD Regulations.

(11) Require the Subgrantee to demonstrate compliance with Davis-Bacon reporting requirements.

(12) Require the Subgrantee to comply with the Build America, Buy America Act ("BABA"), including requirements that all iron, steel, and building materials incorporated into qualifying infrastructure projects must be manufactured in the United States, subject to phased implementation, guidance, and waivers issued by HUD. Subgrantees shall require the Contractor(s) and Architect(s) to sign a BABA Certification of Compliance to be attached to all AIA G702 "Application and Certification for Payment" forms submitted with requisitions. Grantee and Subgrantees shall maintain documentation supporting BABA compliance for a minimum of three (3) years.

(13) Require the Subgrantee to complete a Subgrantee Financial Monitoring Worksheet that complies with Subrecipient Monitoring per the Uniform Guidance and upload the documentation to the Agency's on-line grants management system (GEARS).

(14) Require Subgrantee to commit to meet the national objectives called for under the *Federal Act* by:

(a) achieving the benefits called for in the National Objective section of this Agreement, and

(b) maintaining documentation as may be necessary to clearly demonstrate that said benefits have been met.

(15) Require the Subgrantee to document the number of full-time equivalents, permanent jobs created, and to make such documentation available prior to Grantee's submission of the Final Program Report.

(16) To the extent that the State of Vermont, by and through the Agency, seeks to recover a portion or all of the funds paid to Grantee under the Grant Agreement as a result of any alleged default by the Subgrantee under the Subgrant or the Employment Agreement, the Subgrantee shall indemnify and hold harmless the Grantee.

(17) Contain a provision that for a period of at least five (5) years from the Completion Date, the Subgrantee shall obtain, pay for, and keep in full force, insurance on the property assisted with CDBG funds against such risks and in such amounts and with an insurance carrier as may be reasonably acceptable to the Grantee. Such insurance policy shall contain a loss payable clause acceptable to the Grantee. The Subgrantee shall furnish the Grantee satisfactory evidence of such insurance.

(18) Contain a provision that for a period of five (5) years from the Completion Date, in compliance with the provisions of "**Use of Real Property**," 24 CFR §570.505 and **"Agreements with Sub Recipients"** 24 CFR §570.503(b)(7) including that timely notice shall be given to the Grantee and the Agency should there be the anticipation of a change of use or sale of all or a portion of the facility assisted using CDBG funds to any person or entity who will use it for any changed purpose, of discontinuance of operation of all or a portion of the facility, or of material alteration or expansion of its purpose or function, including the loss of affordability of the facility or housing units. The Grantee shall have such remedies that are available under the law, up to and including full recovery of the CDBG funds."

(19) To the extent that the State of Vermont, by and through the Agency, seeks to recover a portion or all of the funds paid to Grantee under the Grant Agreement as a result of any alleged default by the Subgrantee under the Employment Agreement, the Subgrantee shall indemnify and hold harmless the Grantee for any and all liability to the Agency arising out of any such alleged breach.

(N) Pursuant to 3 V.S.A. Chapter 47, Subchapter 6, the Agency shall recapture the funds granted by this Agreement if, within five (5) years of the Completion Date, the Subgrantee leaves the state or otherwise curtails its activities to a point lower than represented when this Agreement was awarded.

PAYMENT PROVISIONS AND PROJECT BUDGET

1. **Payment Requisitions**
   The Agency will process requisitions on or about the first and fifteenth of the month. The Grantee must submit requisitions a minimum of seven (7) business days prior to processing. The Grantee shall submit requisition requests through the GEARS System along with adequate source documentation such as: invoices paid, canceled checks and timesheets. For reimbursement for Grantee's or Subgrantee personnel, the supporting documentation must detail the expenditures by identifying the personnel, the time worked, the rate being charged per each respective individual, and a description of the work that was performed. For any other costs that are billed directly to the Grantee or Subgrantee, the Grantee shall identify the expenditures and attach copies of supporting invoices.

2. **Reporting Requirements**
   The Grantee shall submit Progress and Financial Reports through the GEARS System biannually to the Agency detailing the status of the Grantee/Subgrantee's work and the status of the Project, and in particular the activities described in Attachment A. The First Reporting period shall end September 30, 2026, and the report shall be due no later than October 30, 2026. The Second Reporting period shall end March 31, 2027. All subsequent biannual reports shall be due no later than thirty (30) days following the end of the reporting period. The Grantee shall develop an overall financial management system sufficient to demonstrate tracking of all expenditures and receipts.

3. **General Provisions**
   In no event will the total funds provided by the Agency exceed the Total Award. Any additional funds required to complete the activities set forth in this Agreement will be the responsibility of the Grantee.

4. **Sources and Uses**

   The Other Resources total, $1,681,668, derived as follows:

Other Resources	Funding Source	Type	Amount	Status
Rural Development (USDA-RD) - FY24 RBDG, Amount Remaining	Federal	Grant	$ 123,955	In-Hand
Rural Development (USDA-RD) - FY25 RBDG	Federal	Grant	$ 200,000	Committed
Vermont Economic Development Authority (VEDA) - CFNE, VCLF, NHCLF, VEDA, Rochd	Private	Loan	$ 380,000	Committed
Vermont Economic Development Authority (VEDA) - NHCLF, VEDA, VCLF, CFNE, Rochd	Private	Loan	$ 865,650	Committed
Other (Other) - Co-op Cash on Hand	Private	Cash	$ 62,063	In-Hand
Other (Other) - Peter Schweigert Management Se	Private	Cash-In-Kind	$ 50,000	Committed
		Total Other Resources	**$ 1,681,668**	

Activity	Program Area	Code	VCDP Amount	VEDA	USDA-RD	Other	Total Activity Costs
Commercial Rehabilitation	Economic_Development	4003	$ -	$ 865,650			**$ 865,650**
Program Management	Economic_Development	4013	$ -		$ 323,955	$ 62,063	**$ 386,018**
Business Assistance Grants	Economic_Development	4033	$ 595,000	$ 380,000			**$ 975,000**
General Administration	Economic_Development	5013	$ 5,000			$ 50,000	**$ 55,000**
		Total Costs	**$ 600,000**	**$ 1,245,650**	**$ 323,955**	**$ 112,063**	**$ 2,281,668**
		Percentage of Total	**26%**	**55%**	**14%**	**5%**	

5. Funding Sources for Project

Federal Funds: $923,955 (40%)
State/Local Funds: $0 (0%)
Private Funds: $1,357,713 (60%)

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS REVISED OCTOBER 1, 2024

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.
3. **Governing Law, Jurisdiction and Venue;** No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:**
   - **A.** 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.
   - **B.** 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.

C. 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.

D. 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: https://aoa.vermont.gov/Risk-Claims-COI.

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

B. With respect to State Data, Party shall:

i. take reasonable precautions for its protection;

ii. not rent, sell, publish, share, or otherwise appropriate it; and

iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

C. With respect to Confidential State Data, Party shall:

i. strictly maintain its confidentiality;

ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;

iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;

iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;

v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and

vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

i. industry-standard firewall protection;

ii. multi-factor authentication controls;

iii. encryption of electronic Confidential State Data while in transit and at rest;

iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;

v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

vi. training to implement the information security measures; and

vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

E. No Confidential 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 United States, except with the express written permission of the State.

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. **Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

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

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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

    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 ("Confidentiality and Protection of State Information"); 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. **Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: https://bgs.vermont.gov/purchasing-contracting/debarment.

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

24. **Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) ("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 use the State's logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends $1,000,000 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.

    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. C**ertification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of $1,000, 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)

OTHER PROVISIONS (CDBG STANDARD PROVISIONS)

I. Subject Matter:

(A) This Agreement is funded, in whole or in part, through a grant provided to the Agency by the United States Department of Housing and Urban Development (HUD) under Title I of the federal Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5301 *et seq.* (the "Federal Act"). Pursuant to the Federal Act, the State of Vermont has elected to administer the federal program of Community Development Block Grants (CDBG) through the Agency. The Agency, in accordance with the provisions of the Vermont Community Development Act, 10 V.S.A. chapter 29 (the "State Act"), has awarded CDBG funds for the purpose of supporting the Grantee's community development program. This Agreement shall be governed by all applicable provisions, as amended, contained in the Federal Act, the CDBG Regulations (24 CFR Part 570), the State Act, and the Grants Management Guide, including the Agency Procedures contained therein, whether specifically referred to in this Agreement or not.

II. Obligations of Grantee.

(A) Agreements to be in Writing. The activities required by this Agreement shall be performed by the Grantee or one or more subrecipients, such as a subgrantee or borrower, or one or more third parties such as a contractor or subcontractor, pursuant to one or more written contracts consistent with this Agreement. When the term "subrecipient" is used herein it shall mean a person or entity that receives a subgrant or loan from the Grantee hereunder to contribute to the achievement of the National Objective set out in Attachment A.

(B) Liability of Grantee. The Grantee shall remain fully liable and obligated for compliance with this Agreement notwithstanding the subgranting, lending or contracting with any third party(s). The Grantee shall require any third party to comply with all applicable provisions of this Agreement, shall provide a copy of this Agreement to any such third party, and shall, when appropriate, attach and incorporate by reference this Agreement to any contract with such third party.

(C) Documents. The Grantee understands that the filing of documents with the Agency does not require that the Agency review and comment upon any such documents. It shall be the Grantee's sole responsibility. Filing of such documents with the Agency or use of model documents provided by the Agency shall in no way diminish Grantee's obligations hereunder.

(D) Municipal Policies and Forms.

(1) Grantee shall have duly adopted municipal policies as set forth below, and shall file copies of such policies with the Agency:

(a) Equal Employment Opportunity
(b) Fair Housing
(c) Use of Excessive Force
(d) Use of CDBG funds for Federal Lobbying
(e) Drug-Free Workplace
(f) Code of Ethics
(g) Subrecipient Oversight Monitoring Policy
(h) Whistleblower Protections
(i) Texting While Driving Policy
(j) Violence Against Women Act

The Grantee may have previously adopted the above policies and filed copies of the same with the Agency. No duplicate filing shall be required if Grantee certifies such facts.

(2) Grantee shall duly adopt and file the following with the Agency: Form PM-1: Resolution to Accept the Grant Agreement

(E) Public Hearing. The Grantee shall hold a public hearing prior to the Completion Date to afford its residents the opportunity to review and comment on the program results and overall performance. The hearing shall be publicly warned at least fifteen (15) days in advance, stating the purpose of the hearing, with the notice appearing in a newspaper of general circulation in the municipality. Written minutes and a summary of public comments shall be filed with the Agency with the Final Program report.

(F) Publicity. If the Grantee or Subrecipient issues a press release or public communication pertaining to the Project assisted by this Agreement, it shall include a statement that the project is funded by a CDBG grant awarded by the Agency of Commerce and Community Development and shall reference the Total Award amount. Any construction sign posted at the Project Site shall identify that funding is provided by the U.S. Department of Housing and Urban Development through a CDBG grant awarded by the Agency of Commerce and Community Development.

(G) Continuing Obligations. Grantee's obligations under Sections XI (Monitoring and Reporting), XII (Audits), XIII (Completion Certificate) and XIV (Retention of and Access to Records) shall survive the termination of this Agreement.

III. Program Costs.

(A) Allowable Costs. The Grantee may incur only such costs as are reasonable and necessary for the Project and are allocable and allowable under the Agency Procedures, Chapters 5 through 7. Expenditures not specifically authorized may not be incurred without prior written approval by the Agency.

(B) Cash-in Kind. Cash and cash-in-kind contributions made by the Grantee shall follow the criteria established by the Agency Procedures, Chapter 8.

(C) Impermissible Expenditures Pending Environmental Review. The Grantee shall not incur costs for Project activities, except as provided in Subparagraph (D) below, until the Environmental Review required by §104(g) of the Federal Act has been completed and the Agency has issued the "Notice of Release of Funds."

(D) Allowable Expenditures Pending Grant Agreement. As of the Award Date (Award Start Date), reasonable costs may be incurred for Environmental Studies, Planning, General Administration, Program Engineering and Design, and Public Information. Any Project activities performed by the Grantee in the period between the Award Date and the execution of this Agreement shall be performed at the sole risk of the Grantee.

(E) Completion and Closeout. All costs other than General Administration must be obligated or expended prior to the Completion Date (Award End Date). All CDBG funds (other than those related to Closeout) must be liquidated or paid within thirty (30) days after the Award End Date. No CDBG funds may be obligated after the Completion Date except for those General Administration activities required to close out the Grant, such as the Final Program Report, Single Audit (if required), and Closeout Agreement. All obligations must be liquidated prior to closeout.

(F) Agency Review of Expenses. At any time during the performance of this Agreement, or upon receipt of the Final Program Report and the Final Audit Report, the Agency may review any or all costs incurred by the Grantee and any or all payments made. Upon such review the Agency shall disallow any items of expense which are determined to be in excess of approved expenditures and shall inform the Grantee of any such disallowance by written notice.

(G) Disallowance of Expenses. If the Agency disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Agency may deduct and/or withhold the amount of disallowed costs from any future payments under this Agreement or require that such costs be refunded to the Agency.

IV. Requisition of CDBG funds.

(A) CDBG funds may be requisitioned as advances and/or reimbursements, except as provided in paragraph (C), below. The Grantee shall establish procedures to ensure that any CDBG funds in excess of $5,000 are expended within ten (10) calendar days of receipt in Grantee’s depository account and shall ensure that any subrecipient shall conform to such procedures.

(B) The Grantee shall not requisition CDBG funds for amounts that are withheld from contractors or subcontractors to assure satisfactory completion of the work. These amounts may be requisitioned when the Grantee makes final payment, including the amounts withheld.

(C) The Grantee shall attach a BABA Certification of Compliance to all AIA G702 "Application and Certification for Payment" forms submitted as supporting documentation for requisitions, for qualifying projects. See, Sec. VII(G) Compliance with the Build America, Buy America Act (BABA), below.

(D) The Secretary may suspend the requisition of advances should it be determined that the Grantee is unwilling or unable to establish and comply with procedures to minimize the time period between cash advances and disbursement. Payments to the Grantee shall then be made only as reimbursement for actual cash disbursements.

(E) The Grantee shall expend CDBG funds on a pro rata basis with Other Resources, unless otherwise authorized by the Agency.

(F) If CDBG funds are needed prior to their availability due to VCDP requirements or conditions, the Grantee and/or one of the project parties must seek bridge financing to meet any expenses that cannot be delayed. The expenditure of bridge financing must comply with all VCDP requirements, including the environmental review process.

(G) If the project's non-general administration budget comes in under budget, CDBG funds in an amount proportionate to the unused portion of the total budget (CDBG funds and Other Resources) shall be returned to the Agency. Such amounts may not be reallocated to other activities.

(H) If the project's general administration budget comes in under budget, the unused portion shall be returned to the Agency. The expenditure of CDBG funds for General Administration must be maintained at the ratio set out in the Project Budget, Attachment B.

V. Bank Accounts for CDBG funds.

(A) <u>Depository Accounts.</u>

(1) Funds disbursed pursuant this Agreement shall be deposited in a separate, non interest-bearing account, dedicated to CDBG funds, and held in the name of and under the ownership of the Grantee. Any interest earned on funds in the depository account shall be remitted to the State for subsequent return to the United States Treasury. Funds held in the depository account shall be under the control of the

Grantee's treasurer, and shall be paid out only on orders drawn by officials authorized by law to draw such orders.

(2) Accounts established in the name of the Grantee and into which Program Income or housing rehabilitation escrow funds are deposited shall conform to the requirements of subparagraph (A)(1) of this Paragraph, except that such accounts may be interest bearing.

(3) All depository accounts shall be fully insured by the Federal Deposit Insurance Corporation (FDIC) or its equivalent. Any balance exceeding such coverage must be collaterally secured by U.S. Government obligations.

(B) Fidelity Bond Requirements. All individuals who are authorized to deposit receipts and/or pay out funds from any of the accounts covered by this Paragraph shall have fidelity bond coverage in an amount commensurate with the total losses which might be incurred.

(C) Other Accounts. The Grantee shall require that accounts involved with the activities covered by this Agreement which are established by Subrecipients or entities retained for the purposes of administration of this grant be secured as required in Subparagraph (A)(3) and that persons who are authorized to make deposits into or pay out funds from any such accounts have fidelity coverage as required in Subparagraph (B).

VI.Financial Management.

The Grantee shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used for or obtained under this Agreement. Such system shall:

(A) Maintain separate accounting records and source documentation for the activities funded under this Agreement and provide accurate financial information in the Progress Reports and any other status reports in the form specified by the Agency;

(B) Provide for accurate, current and complete disclosure of the financial status of the Program and for the expenditure of any Other Resources listed in the Project Budget, Attachment B;

(C) Establish records of budgets, receipts, and expenditures for each activity and demonstrate the sequence and status of receipts, obligations, disbursements, and fund balance;

(D) Be consistent with generally accepted accounting principles and support the program and/or single audit(s) requirements set forth in Agency Procedures, Chapter 21; and

(E) Include a subrecipient monitoring policy that requires the Grantee to exercise oversight monitoring of grant funds that are disbursed to a sub-recipient, to ensure the funds are properly managed (See Agency Procedures, Chapter 19). The Grantee shall also require the sub-recipient to complete the Financial Monitoring Worksheet.

VII. Procurement Procedures.

(A) The Grantee may use established procurement procedures which reflect applicable State and local laws and regulations, provided that these procedures meet the requirements of the standards set forth in the Agency Procedures, Chapter 10. This Agreement and the Agency Procedures shall in no way be construed to relieve the Grantee of contractual obligations outside of this Agreement.

(B) Conflict of Interest.

(1) In the procurement of supplies, equipment, construction, and services by the Grantee, all members of the legislative bodies, officers or employees of the Grantee, or their designees, Subrecipients, or agents, or other persons who exercise any functions or responsibilities with respect to the program shall be bound by the provisions of Agency Procedures, Chapters 9 and 10.

(2) The Grantee shall include or cause to be included, provisions covering conflict of interest consistent with the requirements of this Paragraph in all contracts with third parties.

(3) The Grantee shall not employ any employee of the Agency.

(C) The Grantee shall be responsible, in accordance with good administrative practices and sound business judgment, for the settlement of any contractual or other issues arising out of procurement obligations set forth herein.

(D) Prior to entering into agreements with third party recipients (contractor, subcontractor, architect, engineer, etc.), the Grantee and any subrecipient (subgrantee/borrower) shall ensure that each third party recipient of the funds provided under this Agreement is not included on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs (www.sam.gov) in accordance with Executive Orders 12549 and 12689; nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment Documentation of compliance with this requirement shall be kept with other program documents and shall be available for review upon request.

(E) Compliance with Section 3 of the Housing and Urban Development Act of 1968. Grantee and Subgrantees/Borrowers shall ensure compliance with 24 CFR 75 Subpart C when employment or contracting opportunities are generated because a Section 3 Project: housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. Preference shall be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing and to Section 3 business concerns which provide economic opportunities to low- and very low-income persons residing in the community where the project is located or service area. Additional information on Section 3 compliance can be found at: https://www.hud.gov/program_offices/field_policy_mgt/section3

(F) Compliance with Davis-Bacon and Related Acts.
Grantee and Subgrantees shall ensure compliance with the Davis Bacon Act, including its prevailing wage and reporting requirements, for construction contracts paid with funds under this Agreement in excess of $2,000.

Grantee and Subgrantees shall also ensure compliance with all other applicable federal labor requirements including the Copeland Anti-Kickback Act and the Contract Work Hours and Safety Standards Act. Additional information on these and other applicable Federal Labor Standards Requirements can be found in the Agency's Grants Management Guide, Chapter 7 at http://accd.vermont.gov/sites/accdnew/files/documents/CD-VCDP-GMG-FLSandDB-Chapter.pdf and on HUD's website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/sech/13441.

(G) Compliance with the Build America, Buy America Act (BABA).
Grantee and Subgrantees shall ensure compliance with BABA, including requirements that all iron, steel, and building materials incorporated into qualifying infrastructure projects must be manufactured in the United States, subject to phased implementation, guidance and waivers issued by HUD.

Grantee and Subgrantees shall require the Contractor(s) and Architect(s) to sign a BABA Certification of Compliance to be attached to all AIA G702 "Application and Certification for Payment" forms submitted with requisitions. Grantee and Subgrantees shall maintain documentation supporting BABA compliance for a minimum of three (3) years.

VIII. Bonding Requirements.

(A) For construction or facility improvement where the contract is for less than $100,000, the Grantee may follow its established procedures. In the event the Grantee has no established procedures in place, the requirements of subparagraph (B) hereof shall be met.

(B) For contracts or subcontracts exceeding $100,000, the provisions of the Agency Procedures, Chapter 11 on bonding requirements shall be followed. If bonds are required, they shall be in such form and amount as provided in the Agency Procedures, Chapter 11.

(C) Where bonds are required, they shall be procured from a surety company registered and licensed to do business in the State of Vermont and countersigned by its Vermont registered agent.

IX.Program Income.

Except as may be provided in Special Conditions (Attachment A), Program Income and Unrestricted Revenue generated by the use of funds granted pursuant to this Agreement will be administered in accordance with the policies set forth in Agency Procedures, Chapter 22.

X.Equal Opportunity and Americans with Disabilities Act.

No person shall on the ground of race, color, religion, national origin, sex, sexual orientation, gender identity, ancestry, place of birth, age, or physical or mental condition, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the activities covered by this Agreement.

XI.Monitoring and Reporting.

(A) The Grantee shall monitor the activities covered by this Agreement, including those of contractors and subcontractors, to assure that all program requirements are met.

(B) From time to time, as requested in writing by the Agency, the Grantee shall submit such data and other information as the Agency may require. The Grantee shall submit or cause the submission of progress and financial reports to the Agency in a format prescribed by the Agency and according to the schedule required by the Agency.

(C) The Final Program Report shall be submitted as the report for the period which ends with the Completion Date. The Grantee shall submit a Final Program Report no later than thirty (30) days following the Completion Date. Evidence of a public hearing held in conformance with Paragraph II of this Agreement shall be filed with the Agency as part of the Final Program Report, which shall consist of, at a minimum, the hearing notice and the minutes taken.

XII.Audit(s).

(A) Grantees must complete and submit the State of Vermont's Subrecipient Annual Report annually within 45 days after the grantee's fiscal year end. All submissions of both original and revised Subrecipient Annual Reports must be submitted through the online form, and the State is no longer accepting the Subrecipient Annual Report paper versions via mail or email. Grantees must go to this link to submit their original or revised Subrecipient Annual Reports at: https://finance.vermont.gov/suppliers-and-grantees, select "Subrecipient Annual Report" link and complete the online form. For Common Subrecipient Annual Report questions visit: https://finance.vermont.gov/training-and-support/faqs-and-glossaries/grants-faq/sar.

(B) The Grantee shall arrange for an independent financial and compliance audit (or audits) of all CDBG costs and activities undertaken during the Period of Performance. In compliance with the Single Audit Act of 1984, as amended, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance, the Compliance Supplement for the Code of Federal Domestic Assistance (CFDA) 14.228, and Agency Procedures, Chapter 21, the Grantee shall determine whether a single audit or a program audit is required.

(C) The Grantee shall submit to the Agency an Interim Audit Report(s) and/or Final Audit Report covering the Period of Performance under this Agreement. An audit that covers a portion of the Period of Performance, or a portion of all expenditures, is defined as an Interim Audit. A Final Audit is the audit that covers all CDBG grant funds; or if there is an Interim Audit, the audit that covers the balance of any remaining unaudited CDBG funds through the Completion Date, or beyond if necessary.

(D) Any contract or Agreement entered into by the Grantee and a Subgrantee shall contain language requiring the Subgrantee to comply with the federal Uniform Guidance, 2 CFR Part 200.

(E) If any expenditure is disallowed as a result of any Interim Audit Report(s) and/or Final Audit Report, the obligation for reimbursement to the Agency shall rest with the Grantee.

XIII.Completion Certificates.

(A) A Certificate of Program Completion shall be issued to the Grantee when the Agency determines that all required work under this Agreement has been satisfactorily completed, including the execution of a Closeout Agreement if applicable and the submission of the Final Program Report, the Interim Audit Report(s), and/or the Final Audit Report. The Agency must determine that all program and financial compliance issues have been addressed and that the findings and/or concerns, if any, of monitoring reports, program reports, and audit reports have been resolved and cleared in writing.

XIV. Retention of and Access to Records.

(A) Financial records, supporting documents, statistical records, and all other records pertinent to this CDBG Grant shall be retained in accordance with the Agency Procedures, Chapter 3.

(B) Authorized representatives of the Agency, HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the receipt and administration of Vermont Community Development Program funds, as may be necessary to make audits, examinations, excerpts, and transcripts.

(C) Any contract or Agreement entered into by the Grantee that relates or pertains to this CDBG Grant shall contain language comparable to Subparagraph (B) above so as to assure access by an authorized party(s) to the pertinent records of any subrecipient, contractor, or subcontractor.

(D) The Final Program Report, Interim Audit Report(s) and/or Final Audit Report shall be maintained with other program documents available for public review, and at least one copy must remain in the Grantee's files.

XV. Administrative Sanctions.

(A) The Grantee shall receive notice from the Agency in the event of a failure to submit a timely progress report. No disbursement of grant funds shall be made if such failure continues after thirty (30) days from the date of notice. The Agency shall, in its discretion, determine whether to disburse funds during the notice period.

(B) The Grantee shall receive a Notice of Delinquency from the Agency in the event of a failure to submit timely Interim or Final Audits, Final Program Reports, Closeout Agreement Proposals, or Closeout Annual Reports. The Grantee shall not be eligible for further CDBG funds if such failure continues after thirty (30) days from the date of notice, and, in addition to the remedies provided under this Agreement, may be subject to any action available to the Agency at law or equity.

(C) Resolution of Monitoring Findings - The Agency shall notify the Grantee of any issues identified through monitoring by providing a monitoring report containing the Agency's monitoring results, including any Findings or Concerns. No further disbursement of grant funds shall be made under this Agreement until the Agency's Findings and Concerns have been resolved in a manner satisfactory to the Agency. Grantee shall not be eligible for further CDBG funds if such resolution is not achieved within thirty (30) days of the date of the monitoring report, and, in addition to the remedies provided under this Agreement, may be subject to any action available to the Agency at law or equity.

XVI. Termination for Convenience.

The Agency and the Grantee may terminate the grant in whole, or in part, when agreed that the continuation of the program would not produce the benefits anticipated hereunder, and shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Agency may allow full credit for non-cancellable obligations, properly incurred prior to termination.

XVII. Suspension or Termination for Cause.

(A) Upon reasonable notice to the Grantee at any time prior to completion, the Agency may suspend this Agreement in whole or in part, may withhold further payments, or may prohibit the Grantee from incurring additional obligations of CDBG funds if it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement or that the continued costs to be incurred will not produce benefits of comparable value. The Agency shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

(B) The Agency may terminate this Agreement at any time prior to completion, after reasonable notice and opportunity for hearing, when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement or that the continued costs to be incurred will not produce benefits of comparable value. The Agency shall promptly notify the Grantee, in writing, of the determination and reasons for the termination, together with the effective date.

XVIII. Appeals and Waiver of Enforcement.

(A) Appeals from the decisions or actions of the Agency may be made to the Secretary through the provisions of the Agency Procedures, Chapter 18.

(B) No waiver by the Secretary of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce such provision upon subsequent breach or default, nor waiver of the right to enforce any other provision hereof.

XIX. Budget Revisions and Amendments.

(A) Budget Revisions. The Grantee may, after providing written notice and justification to the Agency, make a one-time revision of the amounts listed in the "CDBG funds" column of 4. Sources and Uses in Attachment B – Payment Provisions and Project Budget, provided that:

(1) the aggregate impact is no more than ten (10%) percent of the Maximum Amount, listed as the "Total" item in the "CDBG funds" column;

(2) the Maximum Amount is not increased; and

(3) there is no change to budgeted amounts for General Administration or Program Management Activities (indicated by CDBG Code suffix of "13") without prior written approval of the Agency.

(B) Amendments.

(1) Any change or deviation from this Agreement not specifically identified in subparagraph (A) hereof, including extensions of time for completion and budget revisions in excess of ten (10%) percent, shall constitute an amendment of this Agreement and shall only be effective when reduced to writing and signed by or on behalf of the Agency and the Grantee. No more than one amendment for changes which in the view of the Agency are not substantial, shall be permissible. The Agency will not allow any amendment which would substitute the funded activity.

(2) The Grantee shall notify the Agency if, through the use of Other Resources, there is an intention to expand, enhance, or add to the scope of the program covered by this Agreement, or if there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this CDBG Grant. The Agency reserves the right to require an amendment to this Agreement if such is deemed necessary.

(3) If any Amendment affects any related documents, including but not limited to Subgrants or Loans of the grant funds, the Grantee shall amend such documents as appropriate and upload the amended documents to the record in the online grants management system.

CERTIFICATIONS AND ASSURANCES

The Grantee hereby certifies and assures that Community Development Block Grant Funds will be utilized in accordance with all the following: to the extent applicable, and that:

Debarment, Suspension, Ineligibility and Voluntary Exclusion from Federal Procurement and Non-procurement Programs

The Chief Executive Officer certifies that the Municipality is not listed in the Exclusions portion of Performance Information in the System for Award Management ("SAM") at www.sam.gov,in accordance with Executive Orders 12549 and 12689; nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment. In addition, it certifies that no awards will be made to any subgrantees/borrowers, or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.

Legal Authority

(1) It possesses legal authority as defined in the Vermont Community Development Act [10 VSA 29] to apply for and accept the grant and administer the program.

(2) The legislative body has duly adopted and passed an official act or resolution authorizing the acceptance of and agreement to the conditions and provisions of this *Agreement*, including all understandings, certifications, and assurances contained herein; and designating and authorizing the Chief Executive Officer or designee to execute this *Agreement* and other such documents as may be necessary.

Benefit to Persons of Low and Moderate Income

(3) It will comply with the provisions of Section 104(b)(3) of the Federal Act which requires the use of funds to be developed to give maximum feasible priority to those activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight or meet other community development needs having a particular urgency.

Citizens Information

(4) It held at least one public hearing warned at least 15 days prior to obtain the views of citizens on community development and furnished citizens with information required by the Federal and State Acts.

(5) It prepared statements of community development and housing needs, including the needs of lower income persons and activities to be undertaken to meet such needs, the objectives and the projected use of community development funds, including information on the past use of such funds, if any, and have given affected citizens an opportunity to examine these statements and furnished a copy to the Agency.

(6) It allowed citizens an opportunity to examine the application and all supporting documentation and to submit comments thereon and will, in like manner, provide citizen participation when considering substantial program amendments.

Labor

(7) It will administer and enforce:

(a) the Davis-Bacon Act [40 USC 276a et seq.];

(b) the Federal Fair Labor Standards Act [29 USC 201 et seq.]; and

(c) the Contract Work Hours and Safety Standards Act [40 USC 327-333].

(8) It will comply with:

(a) the Copeland Anti-kickback Act of 1934, [18 USC 874 and 40 USC 276c];

(b) Executive Order 11246 (Equal Employment Opportunities) as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto [41 CFR 60]; and

(c) Section 3 of the Housing and Urban Development Act of 1968 [12 USC 1701u] as amended, (equal employment and business opportunities) and the regulations at 24 CFR 75.

Environmental and Historic

(9) The Chief Executive Officer, or other official so designated by the Legislative Body and approved by the Secretary will consent to assume the status of a responsible Federal official under the National Environmental Policy Act (NEPA) of 1969 as amended [42 USC 4321 et seq.] and the regulations found at 24 CFR 58; and the Chief Executive Officer is authorized and consents on behalf of the Applicant and him/herself to accept the jurisdiction of the Federal Courts for the purposes of enforcement of the responsibilities of such official.

(10) It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Secretary of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(11) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with:

(a) Section 106 of the Historic Preservation Act of 1966 [16 USC 470];

(b) Executive Order 11593 (Protection and Enhancement of the Cultural Environment);

(c) the Preservation of Archaeological and Historic Data Act of 1974 [16 USC 469 et seq.]; and

(d) the procedures prescribed by the Advisory Council on Historic Preservation found at 36 CFR 800.

(12) It will comply with:

(a) the National Environmental Policy Act of 1969 [42 USC 4321 et seq. and 24 CFR 58];

(b) the Endangered Species Act of 1973, as amended [16 USC 153 et seq. and 10 VSA 4046 and Chapter 123];

(c) Executive Order 11990, Protection of Wetlands;

(d) the Fish and Wildlife Coordination Act of 1958, as amended [16 USC 661 et seq.];

(e) the Fragile Areas Registry Act of 1977 [10 VSA 6551];

(f) the Safe Drinking Water Act of 1974, as amended by the Safe Drinking Water Act of 1977 [21 USC 349 and 42 USC 210 and 300f et seq.] pertaining to sole-source aquifers;

(g) the Clean Air Act of 1970, as amended [42 USC 7401 et seq.] and Vermont law [10 VSA 551 et seq.] as amended;

(h) Executive Order 12088 relating to the prevention, control, and abatement of water pollution and the Federal Water Pollution Control Act of 1972, as amended, [33 USC 1251 et seq.] and Vermont law [10 VSA 1251 et seq. and 18 VSA § 101 et seq.];

(i) the provisions of Executive Order 11988 as amended, relating to evaluation of flood hazards and with the flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973 [42 USC 4001 et seq.] and Vermont law [10 VSA 751 et seq. and Executive Order No. 17 of 1978];

(j) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 [42 USC 6901 et seq.] and Vermont law [24 VSA 2202a]; and

(k) noise abatement and control regulations [24 CFR 51]

(l) The Wild and Scenic River Act of 1968, as amended [16 U.S.C. 1271 et seq];

Relocation and Acquisition

(13) It will comply with:

(a) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, as amended [42 USC 4601 et seq.], referred to as the "Uniform Act;"

(b) the implementing regulations of the Uniform Act issued by the Department of Housing and Urban Development (CFR Title 49, Part 24) contained in HUD Acquisition and Relocation Handbook 1378; and

(c) the requirements of the Vermont Community Development Acquisition and Relocation Policy.

Architecture and Construction

(14) It will comply with:

(a) the Lead-Based Paint Requirements [24 CFR Part 35, Subpart B];

(b) the Architectural Barriers Act of 1968 [42 USC 4151] and the rules applicable thereto;

(c) Section 504 of the Rehabilitation Act of 1973 [29 USC 794]; and

(d) the provisions of Section 104(b)(5) of the Federal Act which restricts recovery of capital costs by assessing any amount against properties owned and/or occupied by persons with lower incomes.

Equal Opportunity and Fair Housing

(15) It will affirmatively further fair housing and will comply with Pub. Law 90-284 [Title VIII of the Civil Rights Act of 1968; 42 USC 3601 known as the "Fair Housing Act"], as amended and the regulations issued pursuant thereto [24 CFR 100 to 115].

(16) It will comply with and will immediately take any measures necessary to effectuate compliance with Pub. L. 88-352 [Title VI of the Civil Rights Act of 1964; 42 USC 2000d] and the regulations at 24 CFR 1.

(17) It will comply with:

(a) Executive Order 11063 as amended by Executive Order 12259 (Leadership and Coordination of Fair Housing in Federal Programs) and the regulations at 24 CFR 100 and 107;

(b) Section 109 of the Federal Act [42 USC 5309] and the regulations issued pursuant thereto [24 CFR 5-70.496(b)];

(c) the Age Discrimination Act of 1975 [42 USC 6101 et seq.]; and

(d) the Americans with Disabilities Act of 1990 [42 USC 12010-12213; 42 USC 225-611] and the regulations issued pursuant thereto.

Other Requirements

(18) It will comply with the provisions of the Hatch Act [5 USC 1501 et seq.] which limits the political activities of employees.

(19) It will provide a drug-free workplace according to the requirements set forth in the Drug Free Workplace Act [Public Law 100-690 Title V, Subtitle D, 41 USC 701 et seq.].

(20) It will comply with the provisions of 24 CFR Part 570.489(h) which govern Conflict of Interest.

(21) It will comply with the other provisions of The Federal Act [Title I of the Housing and Community Development Act of 1974, as amended; 42 USC 5301 et seq.]; the State Act [10 VSA 29], the Agency Procedures and all other applicable requirements.

(22) It will comply with Single Audit Act of 1984, as amended, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance, the Compliance Supplement for the Code of Federal Domestic Assistance (CFDA) 14.228.

(23) It will comply with 43 CFR part 18, New Restrictions on Lobbying. Submission of an application also represents the applicant's certification of the statements in 43 CFR part 18, appendix A, Certification Regarding Lobbying

(24) It will comply with Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving. Recipients are encouraged to adopt and enforce policies that

ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Executive Order.

(25) It will comply with the Violence Against Women Act 2022 (VAWA) which provides housing protections for people applying for or living in units subsidized by the federal government and who have experienced domestic violence, dating violence, sexual assault, or stalking, to help keep them safe and reduce their likelihood of experiencing homelessness.

(26) It will comply with the Build America, Buy America Act ("BABA"), which requires any "infrastructure project" funded by any "Federal Financial Assistance" (FFA) apply a domestic content procurement preference, meaning that all iron, steel, manufactured products, and construction materials used in the infrastructure project have been produced in the United States. This is called the "Buy American Preference" (BAP).

(27) It will comply with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193) (PRWORA) and associated regulations to document citizenship or eligible immigration status of individuals receiving federal public benefits.

Form updated February, 2026

Activity	Economic_Development: IG-Business Assistance Grants
CDBG Funds Budgeted	$595,000
Other Resources Budgeted	$380,000

	CDBG Funds Expended	Other Resources Expended	CDBG Funds Drawn	Other Resources Drawn
This Period	$595,000	$528,972	$595,000	$528,972
Previous Period(s)		$0	$0	$0
Correction				
Total To Date	$595,000	$528,972	$595,000	$528,972

Total Expended To Date	$1,123,972
Total Drawn To Date	$1,123,972

Percent Expended

CDBG Funds Expended	100.00%
Other Resources Expended	139.20%

Activity	Economic_Development: IG-Commercial Rehabilitation
CDBG Funds Budgeted	$0
Other Resources Budgeted	$865,650

	CDBG Funds Expended	Other Resources Expended	CDBG Funds Drawn	Other Resources Drawn
This Period	$0	$1,086,169	$0	$1,086,169
Previous Period(s)		$0	$0	$0
Correction				
Total To Date	$0	$1,086,169	$0	$1,086,169

Total Expended To Date	$1,086,169
Total Drawn To Date	$1,086,169

Percent Expended

CDBG Funds Expended	0.00%
Other Resources Expended	125.47%

Activity	Economic_Development: IG-General Administration
CDBG Funds Budgeted	$5,000
Other Resources Budgeted	$50,000

	CDBG Funds Expended	Other Resources Expended	CDBG Funds Drawn	Other Resources Drawn
This Period	$5,000	$51,372	$5,000	$51,372
Previous Period(s)		$0	$0	$0
Correction				
Total To Date	$5,000	$51,372	$5,000	$51,372

Total Expended To Date	$56,372
Total Drawn To Date	$56,372

Percent Expended

CDBG Funds Expended	100.00%
Other Resources Expended	102.74%

Activity	Economic_Development: IG-Program Management
CDBG Funds Budgeted	$0
Other Resources Budgeted	$386,018

	CDBG Funds Expended	Other Resources Expended	CDBG Funds Drawn	Other Resources Drawn
This Period	$0	$445,581	$0	$445,581
Previous Period(s)		$0	$0	$0
Correction				
Total To Date	$0	$445,581	$0	$445,581

Total Expended To Date	$445,581
Total Drawn To Date	$445,581

Percent Expended

CDBG Funds Expended	0.00%
Other Resources Expended	115.43%

If program income does not apply to your grant, click N/A and save the page.

✔ **N/A**

I. **Program Income Received From This Grant Agreement**

Total program income received from all activities this period

Total program income received from all activities to date

Program Income/RLF Bank Account Balance*

*Any discrepancy between the amount received to date and the amount in the account must be explained below. Not applicable for NCDO managed RLF's, please enter "NA" below.

Housing Rehabilitation Projects - attach a report of all repayments received by activity; include the total principal and interest received as repayments and any interest income earned on the repayments while deposited.

Economic Development Loans - attach a report showing the dollar total of all loan repayments received by activity; include the total principal and interest received as repayments and any interest income earned on the repayments while deposited.

If no report is available explain why below.

II. **Anticipated Program Income From This Grant Agreement**

Revolving Loan Funds Only - Attach a schedule of anticipated monthly program income from the cut off date of this progress report through the grant completion date. List all activities generating program income, all months from now through the completion date, the anticipated monthly program income per activity, calculate the total for each, and include an estimate the interest income to be earned on the funds while deposited in an interest bearing account.

Single Economic Development Loans Only - Attach an amortization schedule

The estimated total of program income yet to be received is:

The payments of program income are occurring on schedule Yes No

If no report is available explain why below.

Lump Sum Agreement

If lump sum agreements does not apply to your project, click the N/A button and save the form.

✔ N/A

Lump sum amount	
Date lump sum transferred to grant depository account	N/A
Date lump sum transferred to lump sum escrow account	N/A
Date first housing rehab loan/grant was made/obligated (must be within 45 days of posting to grant depository account)	N/A

	This Period	To Date
Lump sum funds expended*		
Lump sum funds obligated		
Balance of lump sum funds not yet obligated		$0
Number of loan/grant closings		
Funds loaned by financial institution		

*25% of lump sum amount must be expended, plus any interest earned, within 180 days of posting to the grant depository account.

If you have already reported the contractor/subcontractor information in a previous reporting period, do not report again and only check the "NA" box and save the form.

N/A

Previously Reported Sub/Contractors:

Contractor/ Sub-Contractor Information:

Name	William Graves DBA Graves Builders*
Address	329 Cloud Brook Road*
City/Town	Barnet*
State	Vermont*
Zip	05821*
UEI (Sam.gov)	NH3JZXA9CFL5
Is the contractor/subcontractor on the Exclusion List with Sam.gov?	Yes No *
VT Secretary of State Business Registration ID:	483119
Is the contractor/subcontractor on the State Debarment List?	Yes ✔ No *
Prime/General Contractor ID Number	03-027650
Sub-Contractor ID Number	
Is the contractor/subcontractor a Section 3 Business?	Yes ✔ No *
Contract Amount	$499,300*
Contract Execution Date	
Contract End Date	
Prime Contractor Notice to Proceed Date	
Prime Contractor Bid Opening Date	
Does Davis Bacon apply to your project?	✔ No * Yes
Davis Bacon Decision #	
Trade Code	Construction*
Business Ethnic Code	White*
Woman owned business	Yes ✔ No *

N/A

Part 1: Labor Hours

Please enter labor hours from all construction contracts for this reporting period. All contractors and subcontractors working on the project will need to track labor hours spent on the project for each reporting period. HUD has now set new benchmarks/goals for Section 3 projects, 25% of the labor hours worked should be by Section 3 Workers and 5% of the labor hours worked should be by Targeted Section 3 Workers. If a project cannot meet the benchmark/goals by the hours reported for this period, Part 2 will need to be completed to indicate the efforts made to try and meet that goal.

	Previously Reported	This Period	To Date
1. Total Labor Hours*		4314	
2. Section 3 Targeted Worker Hours*		0	
3. Section 3 Worker Hours*		0	

Business Certification Forms:
Workers Certification Forms:

Part 2. Summary of Efforts Made to Reach Section 3 Workers

This section is required if, based on the labor hours above, the reporting project did not meet the safe harbor benchmarks. Check all that apply:

Outreach efforts to generate job applicants who are Public Housing Targeted Workers.
Outreach efforts to generate job applicants who are Other Funding Targeted Workers
Direct, on the job training (including apprenticeships).
Indirect training such as arranging for, contacting for, or paying tuition for, off-site training.
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
Outreach efforts to identify and secure bids from Section 3 business concerns.
Technical assistance to help Section 3 business concerns understand and bid on contracts.
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.
Held one or more job fairs.
Provided or connected residents with supportive services that can provide direct services or referrals.
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees,

transportation.
Assisted residents with finding childcare.
Assisted residents to apply for/or attend community college or a four-year education institution.
Assisted residents to apply for or attend vocational/technical training.
Assisted residents to obtain financial literacy training and/or coaching.
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
Provided or connected residents with training on computer use or online technologies.
✔ Other Specify: Bid submissions encouraged from Minority MBEs, Small Businesses, Women's Business Enterprises, and Veteran owned businesses in RFP, Section 3 compliance language included in contract

Please provide detailed information on the efforts made to reach Section 3 workers. All documentation of efforts made, and qualification of Section 3 workers must be maintained and be part of grant record. This information must be made available upon request for HUD review.

Comments:
RFP for construction contract was publicly advertised in the Caledonian Record and published on the Caledonia Food Cooperative website. Construction contract contained Section 3 compliance language, see pp 12 - 13 of contract, attached.
https://egrants.vermont.gov/_Upload/310693_8136632-CFCGravesFullContractSigneda.pdf

Beneficiaries by Activity – Race, Ethnicity & Income: Economic_Development: Business Assistance Grants

N/A
Activity Economic_Development: Business Assistance Grants
County Code:
Census Tract Number:

Race	BENEFICIARIES Previously Reported	This Period	To Date	HISPANIC/LATINO PreviouslyReported	This Period	To Date
White						
Black / African American						
Asian						
Native Hawaiian / Other Pacific Islander						
American Indian / Alaskan Native						
American Indian / Alaskan Native and White						
American Indian/Alaskan Native and Black/African American						
Asian and White						
Black / African American and White						
Other Multi-Racial						
Total						

Other	Previously Reported	This Period	To Date
Over the Age of 62			
Female Head of Household			
Handicapped/Disabled			

Income	Previously Reported	This Period	To Date
30% of Median			
50% of Median			
80% of Median			
Over 80% of Median			
Total			
Total LMI			
LMI Percentage	%	%	%

N/A
ActivityEconomic_Development: Business Assistance Grants

Housing Activities	**Proposed**	**Previously Reported**	**This Period**	**To Date**
Number of Units				
Number of Households				
Number of Low or Moderate Income Households				
Number of Persons (in household)				
Number of Low or Moderate Income Persons (in household)				

✔ Economic Development Activities	**Proposed**	**Previously Reported**	**This Period**	**To Date**
Number of Businesses Assisted	1			
Number of Jobs	27			
Number of Low or Moderate Income Jobs	14			

Public Facilities Activities	**Proposed**	**Previously Reported**	**This Period**	**To Date**
Number of Project(s)/Center(s) Assisted				
Number of Persons Served				
Number of Low or Moderate Income Persons Served				

Public Services Activities	**Proposed**	**Previously Reported**	**This Period**	**To Date**
Number of Persons Served				
Number of Low or Moderate Income Persons Served				
Other: Acquisition or Clearance Activities	Proposed	Previously Reported	This Period	To Date
Number of Structure(s)/Parcel(s) Assisted				

Other: Planning Activities	**Proposed**	**Previously Reported**	**This Period**	**To Date**
Number of Project(s)				

Other: Water, Sewer,	**Proposed**	**Previously Reported**	**This Period**	**To**

Flood/Drainage, or Streets Activities	**Date**
Feet of Public Utilities	
Number of Persons Served	
Number of Low or Moderate Income Persons Served	

Has the Grant Agreement for this grant been executed?
✔ Yes

No

For Planning Grants:
Planning Grants

Form Implementation, Accessibility, & Scattered Sites Grants Select Program Area(s):
Economic Development
Housing
Public Facilities
Public Services

Final Program Report:
If your project is ready to close and this is your final report, select the Final Program Report button below and save the page. Saving the page prompts the Final Program Report forms to appear. Complete all forms as they relate to your project.
Please note, if this is the Final Program Report, information on the Final Public Hearing will be required. The Final Public Hearing must be published at least 15 days prior to the date it is held, not counting the day it is published. The Final Public Hearing must be held prior to the completion date of the grant.
✔ Final Program Report

Please describe the status of the project:
The project is complete. The Caledonia Food Cooperative opened for business on 7/8/2026.

Is the project on schedule? * ✔ Yes No
If the project is behind schedule, please explain why and provide a new timeline:

When will the project requisition CDBG/RHP funds? Please upload the timeline/forecast for requisitioning funds.
All funds have been requisitioned.

If the project has requisitioned CDBG/RHP funds already when will funds be requisitioned again?
N/A
When will the project meet benefit? If your project is not required to meet benefit enter N/A
The project has met the benefit.
Does this project's Environmental Release have conditions that need to be met? If yes, please describe the status of each outstanding condition. If no, enter N/A.
The final condition to be met is a completed CAP report. All work has been done, and the report is in final review now, after which it will be presented to the state.
For Housing Rehabilitation Projects indicate: *

The total number of units under construction:	
The total number of units not under construction:	
The total number of units completed:	
The total number of people that applied for loan/unit:	SS Only Grants
The total number of units that have had loan/grant closings:	SS Only Grants
Upload Project Tracking Sheet - SS Only Grants:	

For Economic Development Projects indicate:*

How many people have applied for the jobs:	280
How many jobs have been filled:	34
Date the remaining jobs are expected to be filled:	
Upload additional supporting materials if necessary:	

		Proposed	Previously Reported	This Period	To Date
1.	Number of full-time jobs to be **created** (do not include part-time jobs)*	27		27	27
2.	Number of full-time jobs to be **retained** (do not include part-time jobs)*	0		0	0
3.	Number of full-time jobs to be **created** for low and moderate income persons (do not include part-time jobs)*	14		24	
4.	Number of full-time jobs to be **retained** for low and moderate income persons (do not include part-time jobs)*	0		0	0
5.	Number of jobs **created** with employer sponsored health care*	18		17	17
6.	Number of jobs **retained** with employer sponsored health care*	0	0	0	0
7.	Number of businesses assisted with commercial facade treatment/building rehab*	0		0	0
8.	Number of businesses assisted that provide goods/services to meet service area/local need*	0		0	7
9.	Number of Persons Unemployed Prior to taking jobs created with this grant?*	10		7	18
10.a.	Average number of hours worked by all part time employees per week during this reporting period*	0		18	
10.b.	Average number of hours worked by all low and moderate income part time employees per week during this reporting period*	0	0	19	19

To calculate the average number of hours worked per week divide the annual total of number of hours worked in this reporting period for all low and moderate income part-time employees by the number of weeks in this reporting period

	CREATED Number *
N/A	
1. Office & Managers	6
2. Professional	2
3. Technicians	0
4. Sales	0
5. Office & Clerical	0
6. Craft Workers (skilled)	1
7. Operatives (semi-skilled)	2
8. Laborers (unskilled)	3
9. Service Workers	13

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RETAINED

	Number *
N/A	✔
1. Officer & Managers	
2. Professional	
3. Technicians	
4. Sales	
5. Office & Clerical	
6. Craft Workers (skilled)	
7. Operatives (semi-skilled)	
8. Laborers (unskilled)	
9. Service Workers	

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*Each business supported by VCDP funds must provide its UEI Number and Federal ID Number (Tax Identification Number - TIN). (Micro-Enterprise Revolving Loan Fund programs must report on each business supported.) To acquire a UEI# go online at https://sam.gov/content/home.

Each business supported by VCDP funds must register with the System for Award Management ("SAM") at www.sam.gov and provide evidence of said registration.

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Name and complete address (city, state, zip) of Business Supported*	UEI#	Federal ID#
Caledonia Food Cooperative, Inc. 502 Railroad St, St Johnsbury, VT 05819	E9T3RWLPMDC9	83-4065255

Upload SAM registration verification here.

		Proposed	Previously Reported	This Period	To Date
Micro-Enterprise revolving Loan Funds Only					
11.	Number of new businesses assisted*	0		0	0
12.	Number of existing businesses assisted*	0		0	0
13.	Number of existing businesses assisted - expanding*	0		0	0
14.	Number of existing businesses assisted - relocating*	0		0	0
15.	Number of businesses assisted with commercial facade treatment/building rehab*	0		0	0
16.	Number of businesses assisted that provide goods/service area/local need*	0		0	0

Performance Measures - Brownfield Project - Economic Development

		Proposed	Previously Reported	This Period	To Date
1.	Number of acres of brownfields remediated			1	1

Result of the project (i.e. housing, econ. development, public facility...)
Economic Development

Notice of Program Completion

Has the following occurred?

All CDBG funds are or will be liquidated within 30 days after the Completion Date?	✔ Yes No
All Other Resources as outlined in the Grant Agreement were received and expended?	✔ Yes No
All work, as outlined in the Environmental Review, required by the Notice of Release of Funds has been satisfactorily completed?	✔ Yes No
All work under the Grant Agreement has been satisfactorily completed?	✔ Yes No
The benefit under the Grant Agreement has been met?	✔ Yes No

If you answered yes to the above items your project is ready to closeout and you may proceed with the final program report process and forms.

If you answered no to any of the above questions please explain why in the below text box.

VCDP Implementation Grant 2024

For publication on or before 8/8/2026
Tear Sheet requested

The Town of St. Johnsbury received $600,000 from the State of Vermont for a grant under the Vermont Community Development Program. A public hearing will be held at 51 Depot Square, St. Johnsbury, VT 05819 on 8/24/2026 at 5:30 pm to obtain the views of citizens on community development, to furnish information concerning the range of community development activities that have been undertaken under this program, and to give affected citizens the opportunity to examine a statement of the use of these funds . The CDBG Funds received have been used to accomplish the following activities:

Caledonia Food Cooperative renovations complete, equipment purchased and installed, and now open for business.

Information on this project may be obtained from and viewed during the hours of Business Hours at Town Manager's Office, 51 Depot Square, St Johnsbury, VT 05819 starting on 8/17/2026. Should you require any special accommodations please contact Joe Kasprzak at 802-748-3926 to ensure appropriate accommodations are made. For the hearing impaired please call (TTY) #1-800-253-0191.

Legislative Body for the Town of St. Johnsbury

Copy submitted by: Joe Kasprzak
Phone: 802-748-3926
Send tear sheet to:
Peter Schweigert,
peter.schweigert@caledoniafood.coop

I. COPY OF THE FINAL PUBLIC NOTICE

Attach a copy of the final public hearing notice as it was published in the newspaper. This should be either the tear sheet provided by the newspaper office or a copy of the paper showing the name of the newspaper where published, the notice and the date of publication.

Name of the newspaper where published:	Caledonian Record
Date hearing published:	8/28/2026

Attach a copy of the public hearing notice:

Description of document to be uploaded:
Tear Sheet from Caledonian Record Public Notice
https://egrants.vermont.gov/_Upload/310697_8136031-TownofSt.JohnsburygrantAug28,2026FoodCoop.pdf

II. FINAL PUBLIC HEARING MINUTES

Minutes of the public hearing should be kept and should indicate the date, time, and place of the hearing, the approximate number of attendees (or a sign in sheet), a brief description of what was presented and of any discussion that took place. If any written comments were received, this should be noted and copies attached. The minutes should be dated and signed by the recorder. Minutes of the meeting are required even if no one from the public attended.

Date hearing held	9/14/2026
Location	51 Depot Square, St Johnsbury
Number of attendees	
Hearing Officer	Joe Kasprzak

Attach a copy of the signed and dated hearing minutes:

Description of document to be uploaded

Upload copy(ies) of any report or study funded in whole or in part with VCDP planning grant funds.

If you were not a recipient of a VCDP planning grant, click the N/A button and save the form.

✔ N/A

Upload Work Product Documents:

Document Description

The Status of Grant Funds chart below should be completed for **CDBG/RHP grant funds <u>only</u>.**

Each year municipalities must complete the State of Vermont's Subrecipient Annual Report (SAR), and if needed, conduct a Single Audit with a Schedule of Expenditures of Federal Awards (SEFA) for federal funds expended during that fiscal year. Please report below the federal expenditure amounts from this grant for each Fiscal Year the funds were expended in and reported on the municipality's SAR and/or /Single Audit SEFA for that year. If there are federal funds remaining to be expended/drawn, please report the anticipated FY and amount the municipality plans for them to be reported on their SAR/Single Audit SEFA.

NOTE: Its highly recommended that the municipality's treasurer/finance staff should complete the Grant Expenditure Report for this grant for the Subrecipient Annual Report SAR/Single Audit section below, or please communicate with the municipality's treasurer/finance staff to get the numbers needed in the Grant Expenditure Report for this grant for Subrecipient Annual Report SAR/Single Audit SEFA.

CDBG/RHP Grant Award	**Amount**
CDBG/RHP Grant Award:	$600,000
Total Amount Requisitioned to Date:	$600,000
Grant Funds Reserved or Obligated for*	
Amount of Requisition Currently in Process (if any):	
Closeout Administrative Expenses (estimate):	
Audit Expense (estimate):	
Total Grant Funds Reserved or Obligated:	$0
Total Unobligated CDBG/RHP Grant Funds to return to VCDP:	$0

Grant Expenditure Reporting for State Subrecipient Annual Report (SAR)/Single Audi Schedule of Expenditures of Federal Awards (SEFA)**	**Amount**
Total Funds Reported on SAR/Single Audit SEFA FY	
Total Funds Reported on SAR/Single Audit SEFA FY	
Total Funds Reported on SAR/Single Audit SEFA FY	
Total Funds Reported on SAR/Single Audit SEFA FY	
Total Funds Reported on SAR/Single Audit SEFA FY	
Total Funds Reported on SAR/Single Audit SEFA FY	
Expenditure Reporting Total:	$0

*Any funds that will be requisitioned in the future (after the completion of this Final Program Report). If you have any questions on what expenses are eligible and allowable, contact Juliann Sherman at 802-828-5226 or Juliann.Sherman@vermont.gov

**Any Questions about SAR or Single Audit SEFA expenditure reporting please contact Cassie Bell at 802-828-5211 or Cassie.bell@vermont.gov