Bruhn Revitalization Subgrant Agreement
{LEGAL NAME OF SUB-GRANTEE}
{TOWN}, VT

This Subgrant Agreement, by and between The Preservation Trust of Vermont ("Grantor") and **{LEGAL NAME OF SUB-GRANTEE}** ("Subgrantee"), an organization incorporated under the laws of Vermont, with its principal place of business at **{PHYSICAL ADDRESS}** is effective this day of _____ ____, 2025 the first day on which all parties hereto have executed it.

1. **DEFINITIONS**. As used in this document, the words and phrases set forth below shall have the following meanings:

   A. **"Grantor"** means The Preservation Trust of Vermont.

   B. **"Grant"** means the Bruhn Revitalization Fund grant awarded to The Preservation Trust of Vermont on October 1, 2024, the terms of which are memorialized in Grant Agreement P24AP02387, including all attachments and amendments thereto.

   C. **"NPS"** means the National Park Service. This Subgrant is authorized under NPS, through the Department of the Interior (DOI), as the granting federal agency through the Historic Preservation Fund Grants-In-Aid, Assistance Listing 15.904.

   D. **"Objective"** means the specific goals and purposes of this project set forth Section 5(A) of the Subgrant Agreement.

   E. **"Project"** means the project as described in Section 5(A) of the subgrant agreement.

   F. **"Subgrant"** means the Bruhn Revitalization Grant funds granted to Subgrantee by Grantor and the restrictions on its use required by federal and state law, regulation and procedure and the Grant and Subgrant Agreements.

   G. **"PTV"** means The Preservation Trust of Vermont.

2. **CONSIDERATION AND INCORPORATION OF GRANT AGREEMENT.** Grantor makes this subgrant to Subgrantee pursuant to, and as consideration for Subgrantee's activities as set forth in the Grant Agreement, which is incorporated herein by reference, and a copy of which Subgrantee and Grantor maintain in their respective files.

3. **SURVIVAL OF THIS SUBGRANT AGREEMENT.** This Subgrant Agreement shall survive any closing contemplated hereunder. All obligations pursuant to this Agreement shall continue until the PTV has determined that the Objective has been achieved.

4. **PURPOSE OF THE SUBGRANT**. The purpose of this Subgrant shall be to support the Project and the achievement of the Objective, as described in Section 5(A) and Attachment G of the Grant Agreement. The proceeds of this Subgrant shall be used solely for Subgrantee's specific activities in connection with the Grant. The Grant and Subgrant are not for research and development.

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5. TERMS OF THE SUBGRANT

A. This Subgrant is in the amount of **{WRITTEN DOLLAR AMOUNT} ($XXXXXX)** of federal funds through Assistance Listing 15.904 and the subgrantee shall provide non-federal matching funds of **{WRITTEN DOLLAR AMOUNT} ($XXXXXX)** from other resources to accomplish the following Objective:

{DESCRIPTION OF WORK TO BE COMPLETED}

B. The Subgrantee stands in the shoes of the Grantor. All requirements of federal and state laws, regulations and procedures that apply to the Grantor shall also apply to Subgrantee. (See Attachment A & B)

C. If PTV determines that that Subgrantee has not achieved the Objective and has little likelihood of doing so, PTV may in its sole discretion and authority require reimbursement of all or a portion of the Subgrant funds from Subgrantee.

6. SUBGRANTEE'S REPRESENTATIONS

A. VERMONT BUSINESS: Subgrantee certifies that, as of the date of execution of this Agreement, Subgrantee has provided to Grantor a copy of a true and correct and currently effective certificate of authority to do business in the State of Vermont.

B. OTHER RESOURCES: Subgrantee hereby certifies that Subgrantee has provided to Grantor documentation of firm commitments of the Other Resources identified in budget (Section 5(A)) including the purpose for which they are to be used and any conditions attached to their expenditure.

C. CERTIFICATIONS: Subgrantee hereby makes the following additional certifications, in form satisfactory to Grantor, that, as of the date of execution of this Agreement:

1) Subgrantee is in good standing with respect to, or in full compliance with a plan to pay, any and all federal, state and local taxes, to the extent Subgrantee is subject to taxation;

2) Subgrantee is current on, or is in full compliance with a plan to pay, any and all of its financial obligations;

3) There are no liens, judgments or other encumbrances on the Property involved in the Project, other than those of record, or disclosed in writing to the Grantor prior to the execution of the Subgrant Agreement, or disclosed in writing no later than at the execution of this Subgrant Agreement; and

4) Subgrantee's representations with respect to the financial and operational aspects of the business in the written documents previously provided to the Grantor remain accurate and not misleading.

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7. SUBGRANTEE'S COVENANTS

A. OBJECTIVE: Subgrantee commits to achieve the Objective of this project and to maintain documentation as may be required by the Grant Agreement and otherwise necessary to clearly demonstrate that Subgrantee has achieved the Objective.

B. INSURANCE: For a period beginning with the execution of this Subgrant Agreement and continuing for at least 5 years after the Completion Date, Subgrantee shall take out, pay for and keep in full force, insurance on the Collateral against such risks, in such amounts, with such insurance carrier, and with such loss payable clause as shall be satisfactory to Grantor, and shall furnish Grantor with the satisfactory evidence of such insurance.

C. NOTICE OF CHANGE: Subgrantee, its successors and assigns, for a period of five years from the Completion Date set forth in the Grant Agreement, shall give timely notice to the Grantor should there be the anticipation of a sale of all or a portion of the facility assisted using Bruhn Revitalization Grant 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 or its purpose of function.

D. NEPA REVIEW: Subgrantee shall comply with all regulations related to Section 106 and NEPA Review, and shall maintain and/or upload documentation demonstrating compliance, as required by the Grant Agreement. Work must be performed in accordance with the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archeology as defined by the National Historic Preservation Act. Subgrantees will assist with PTV with the completion of the NEPA Environmental Screening Worksheet (Attachment H)

E. PERMITS: Subgrantee shall secure all federal, state and local permits that are necessary, and shall comply with any conditions related to the disbursement of funds imposed by agencies requiring them. Subgrantee has identified all permits and approvals necessary for the project, and has secured those necessary to commence activities.

F. REQUIREMENT FOR PROJECT SIGN/NOTIFICATION: Grantor will provide Grantee with public notification of the Grant Project in the form of a project sign (see sample attached as Attachment C), website posting, and proper credit for announcements and publications as appropriate. The sign/notification will be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the term of this Agreement. Grantee agrees to permanently display the project sign in a prominent location at the project site throughout the term of this Agreement. At a minimum, any notifications posted by Grantee must contain the following statement:

> "This project is being supported in part by a grant from the Paul Bruhn Historic Revitalization Grants Program from the Historic Preservation Fund administered by the National Park Service, Department of the Interior in partnership with the Preservation Trust of Vermont" Additional information briefly identifying the historical significance of the property and recognizing Grantor and other contributors is permissible.

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G. EASEMENT/COVENANT: Subgrantee shall work with the Preservation Trust of Vermont to enter into a 5/10-year covenant to ensure preservation.

H. NATIONAL REGISTER LISTING: Subgrantee shall work with the Preservation Trust of Vermont to ensure that the property funded under the grant is listed on the National Register of Historic Preservation. The listing must be complete by **June 30, 2027.** Final release may be subject to confirmation of listing.

I. REPORTS: Subgrantee shall submit financial and operational reports to Grantor as Grantor requests, and Grantor shall have access to the records of the Subgrantee during normal business hours or as arranged in advance. Subgrantee's failure to provide such information as requested, and/or the provision of information that appears to be inaccurate or incomplete, unless remedied within 15 days from the date it receives notice of such failure or that the information contains inaccurate or incomplete information, may result in a delay in the release of funds.

1) Subgrantee shall submit progress reports and financial reports (Attachment D) on:
August 31, 2025
February 28, 2026
August 31, 2026
February 28, 2027

2) Final Report (Attachment E) will be due no later than **June 30, 2027**.

J. PAYMENT SCHEDULE: The grant is on a **reimbursement basis** and may be paid in three installments or more.

1) The first installment of up to 50% of the Grant will be paid following receipt by the Grantor of this fully executed Agreement, NEPA and Section 106 approval, proof of project signage, and invoices and/or proof of grant expenses and payments.

2) The second installment of up to 30% of the Grant will be paid when the Grantee has submitted a 75% completion report which demonstrates the Grant Project is 75% complete.

For those Grant Projects located in properties not currently listed in the NRHP, Grantees must provide documentation that the town has approved moving forward with a district nomination or a draft National Register nomination or letter of inquiry and determination of eligibility for listing from the State Historic Preservation Office (SHPO) in order to receive the second installment of the Grant.

3) The third and final installment of 20% of the Grant will be paid within sixty (60) days after the Grantee has submitted a 100% COMPLETION REPORT which demonstrates the Grant Project is 100% complete. In order for the Grant Project to be determined to be 100% complete, the Grantee must:

a) Demonstrate evidence that the Grant Project property is listed in the National Register of Historic Places (NRHP) as an individual listing or as a contributing structure to a district that is listed in the NRHP;

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b) Sign either a five/ten preservation agreement or five/ten preservation covenant/easement, as required by all recipients of funding from the federal Historic Preservation Fund.

If the Grantee fails to complete at least 50% of the Grant Project by the Completion Date, Grantor and NPS will determine in their sole discretion whether to fund any portion of the second or third installments of the Grant and/or extend the Completion Date deadline.

K. GRANTEE PERIOD OF PERFORMANCE AND BUDGET PERIOD – Subgrantee shall complete the Work Plan and Budget as described in Attachment G within the stated period of performance. The budget period is the same as the period of performance:
Project period start date: 06/01/2025
Project period end date: 06/30/2027

L. OTHER LIENS AND ENCUMBRANCES: Subgrantee shall use no proceeds of this Subgrant to discharge any lien or other encumbrance.

M. REFINANCING: Subgrantee shall not use the Subgrant as collateral for any other debt without the prior written approval of Grantee. Grant funds shall not be used to restructure debt in any way, except where the project involves the use of Grant funds to convert temporary bridge or construction financing to permanent financing.

8. PROCUREMENT

Procurement practices must follow 2 CFR 200.317-327 in which the Grantee, the non-Federal entity receiving Federal funds, must follow general procurement standards, use documented procurement procedures in the selection of contractors including retaining records of procurement actions for audit purposes, and follow informal procurement based on Federal funds awarded to Grantee if contracts and purchases fall below the $250,000 Simplified Acquisition Threshold. The Department of Interior has recently approved a General Applicability Wavier for the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58; therefore, the BABAA rules are no longer applicable to this Subgrant. The template to be used for reporting and tracking has been included (Attachment F).

9. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE ARCHITECTURAL BARRIERS ACT

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

10. GENERAL AND SPECIAL CONDITIONS

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A. Subgrantee agrees to comply with the requirements of GENERAL AND SPECIAL PROVISIONS to the Grant Agreement (See Attachment A)

11. MISCELLANEOUS PROVISIONS

A. REVISIONS AND AMENDMENTS: Revisions and amendments to this Subgrant Agreement shall only be made upon agreement from both parties. All amendments to this Subgrant Agreement shall be reduced to writing and shall be executed by all parties to the document. Subgrantee acknowledges that PTV may require an amendment to this Agreement to ensure, or enhance the possibility of, Subgrantee's achieving the Objective. A copy of any amendment to this document shall be submitted to the NPS for its approval prior to execution of the amendment.

B. PARAGRAPH TITLES: The titles to the paragraphs of this Agreement are used solely for purposes of identification, and are not to be construed as affecting the meaning of the language of the paragraphs.

C. INDIRECT COST RATE: The Subgrant shall not pay for organizational expenses therefore an indirect cost rate for the Subgrantee is not included in the Subgrant Agreement.

D. NOTICE ADDRESSES: Subgrantee and Grantee shall give one another notice pursuant to this Agreement at the addresses set forth below for each, and shall keep the other informed in any change of address for notice purposes:

Grantee:	Subgrantee:
Preservation Trust of Vermont	**{LEGAL NAME AND ADDRESS}**
90 Main St. Ste 304	
Montpelier, VT 05602	UEI #:

IN WITNESS WHEREOF this Agreement is executed at the place and on the date noted for each party.

BY GRANTOR: The Preservation Trust of Vermont

_____ _____
Authorized Signature Place of execution

_____ _____
Name and title Ben Doyle, President Date

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BY SUBGRANTEE: **{LEGAL NAME}**

Authorized Signature	Place of execution
Name and title **{NAME}**	Date

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