
Aquatic Nuisance Control Environmental Stewardship Program
Participating Costs Agreement
Attestations Issued on January 15, 2021

Applicant must attest to the following by checking the box next to the statement, signing, and returning this document with the application.

- 1. I have the authority to request payment from the State of Vermont on behalf of the business submitting this application. I am requesting payment of the agreement amount, determined by the Agency of Natural Resources and the Vermont Department of Environmental Conservation. This agreement will be used to cover costs related to the Aquatic Nuisance Control Environmental Stewardship Program.
- 2. I have authority to submit this application for the entity named below.
- 3. I understand that the State of Vermont will rely on this certification as a material representation in making this agreement.
- 4. I agree that the entity submitting this application must repay the funding or portion of the funding to Agency of Natural Resources if:

Any funds received are based on incorrect representations made on this application or to the Agency of Natural Resources or the Vermont Department of Environmental Conservation related to this application; or Any funds that are covered by other federal funds or federally forgiven loans received by the business. I agree that the final determination of whether there has been a duplication of benefits will be made by Agency of Natural Resources. Expenses covered by the funds received under this application/award have not been and will not be recovered using any other source of Federal funds.

- 5. To the best of my knowledge, as of the date that this Application 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. Entities that are suspended and/or debarred will have received a notification letter from the Federal Government. Information on suspension and debarment can be found [here](#).
- 6. I agree to have my information shared within state government and the state's contracted entities to process this application
- 7. Applicant agrees to spend these funds by December 30, 2021.
- 8. I certify that the applicant is in good standing with the Vermont Department of Taxes.

- 9. I certify that the Applicant complies with local, state, and federal labor laws.
- 10. I certify that Applicant is in good standing with the Vermont Secretary of State.
- 11. Under the penalty of perjury, I certify that:
 - 1. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS notified me that I am no longer subject to backup withholding;

IRS has notified the payee that backup withholding applies.
 - 2. I am U.S. citizen or other U.S. person.
- 12. I attest, under penalty of perjury, that all information provided on this form is true and accurate. Further, I understand that intentional misrepresentation of information is fraud and may subject me to disqualification from receiving further benefits, administrative penalties, and criminal prosecution.
- 13. I shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for five 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 five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 14. The DEC may share the information on this award with other Vermont state agencies, and other Vermont agencies can share information with DEC for the purpose of verifying applicant's eligibility for this or another financial award, grant or payment related to this agreement.

Municipality/Partner: _____

Printed Name: _____

Authorized Signature: _____

Date: _____