

**OFFICE OF THE SUPERINTENDENT
D.C. EVEREST AREA SCHOOL DISTRICT**

PROFESSIONAL & SUPPORT
STAFF 7230F1/page 1

Approval to Apply for Grant

1. Please fill out the information below. Then please submit the grant application and this form for your principal's review and signature.

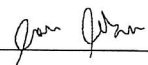
Project Title: Riverside PFAS Filtering

Funding Source: State of Wisconsin Drinking Water Grant

Name of Grant Writer:

Date of Request: 8-21-2025

Name Jason Jablonski

Signature 

Email jajablonski@dce.k12.wi.u

Amount Requested: \$ 93,725.25

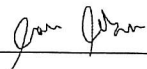
Total Project Cost: \$ 100,024.75

Targeted age group/grade: K-5

School: Riverside

~~Principal~~ Approval Signature:

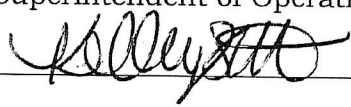
~~Principal~~



Date: 8-21-2025

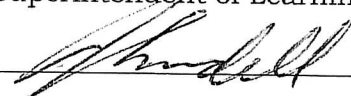
2. Submit this form and the grant application to the Assistant Superintendent of Operations. (This will eventually allow the funds to be deposited into the correct account so you can access them when needed.)

Assistant Superintendent of Operations Approval:

Signature: 

Date: 8/21/25

Assistant Superintendent of Learning Approval:

Signature: 

Date: 8/21/25

GRANT ACCEPTANCE AFTER RECEIPT OF GRANT

In order to accept a grant greater than \$7,500, School Board approval is required.

Superintendent Signature of Approval 

Date: 8/22/25

School Board Clerk Signature of Approval _____

Date: _____

If the grant is from the D.C. Everest Foundation, the Superintendent must approve.

Superintendent Signature of Approval _____

Date: _____

The D.C. Everest Area School District Federal Tax Number is 39-6007952.

Approved 4/21/2025

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
EC-SDC Grant Program
101 S. Webster St.
PO Box 7921- CF/2
Madison, WI 53707-7921

**EMERGING CONTAMINANTS – SMALL OR
DISADVANTAGED COMMUNITIES FOR OTM AND
NONPROFIT NN GRANT PROGRAM
GRANT AGREEMENT**

PART 1. GRANT DETAILS

Grant Program EC-SDC	Grant Number ECSDC-010A-24	Grant Amendment Number	Grant Amendment Date
Grantee Name (Company or individual owner) DC Everest Area School District - Riverside Elementary School			
System Type NN	Grantee UEI V5PHQRZ8Z9A4	Performance Period	
		Grant Start Date 4/22/2025	Grant End Date 4/22/2027
Project Name Riverside PFAS Shield			
Grantee Authorized Representative (Name and Title) Jason Jablonski, Director of Buildings and Grounds			
Street address 6100 Alderson St			
City, State, Zip Code Weston WI 54476			
Grantee Contact Information (if different from Authorized Rep.) Contact Name: Matt Zastrow Contact Phone: 715-573-4707 Contact E-mail: mattz@uswater.com			
Primary Purpose budget amount	\$ 93,725.25		
Secondary Purpose budget amount			
Total Award Amount:	\$ 93,725.25		
Project Scope			

DC Everest Area School District (Riverside Elementary School) is located in Marathon County, serving a small community with a population size of 590. This entity is a public school (non-transient non-community public water system) with one well that is contaminated with PFAS (BQ042). This system proposes to install a PFAS shield water treatment. It will also include a pumphouse addition, installing plumbing in the new system and reworking the existing system.

PART 2. CONDITIONS

This Grant Agreement (Agreement) is entered into for the Performance Period, by and between DC Everest Area School District (Grantee) and the State of Wisconsin Department of Natural Resources (Department), for the purposes of awarding a Bipartisan Infrastructure Law of 2021 (BIL) Emerging Contaminant – Small or Disadvantaged Community (EC-SDC) Grant Program grant (Grant) and establishing conditions of payment of the Grant Award. The Department and Grantee mutually agree to the following terms and conditions:

I. PROGRAMMATIC CONDITIONS

1. This Agreement is to be performed in accordance with the BIL EC-SDC OTM/Nonprofit NN Grant Program Announcement with federal funds from the Bipartisan Infrastructure Law of 2021 (Infrastructure Investment and Jobs Act of 2021 (P.L. 117-58)).
2. This Agreement, together with any incorporated or referenced parts and attachments, shall constitute the entire Agreement and previous communications, understandings, representations, or contracts pertaining to this Agreement are superseded. The Attachments to this Agreement are as follows:
 - A. Construction Requirements
 - B. Source of Funds
 - C. State Grant Agreement Terms and Conditions
 - D. Federal Compliance Requirements (requires signature)

3. Construction Requirements: The Grantee shall comply with all construction requirements listed in Attachment A, including but not limited to well location, construction specifications, and pump installation specifications. The Grantee must obtain Department approval for any changes or deviations from the construction requirements.

Grantee shall provide a copy of the Construction Requirements in Attachment A to any well driller, pump installer, or other contractors that are performing work on the Project.

4. Drinking and Groundwater Code Compliance: The Grantee agrees to perform all work in this Agreement in compliance with applicable federal and state law including ch. NR 810, NR 811, and 812, Wis. Admin. Code, and all applicable Department of Safety and Professional Services administrative code, including but not limited to ch. SPS 383 and 384, Wis. Admin. Code.
5. Regulatory Approvals: The Grantee agrees to obtain all applicable permits, licenses, and approvals, including water and wetland regulatory permits and approvals, required by federal, state, or local agencies prior to project construction and comply with all applicable permits, licenses, and approvals during project construction and during the life of the project.
6. Eligible Expenses: Eligible expenses are defined in Section 4 of the EC-SDC Grant Announcement, issued December 7, 2023. Grantee may exceed the Primary Purpose budget amount, up to but not to exceed the total grant award amount. Eligible expenses for any secondary purpose of the project scope may not exceed 50% of the total project cost or level of effort. The department may approve eligible expenses for the secondary purpose above 50% of the total project costs where preliminary engineering report, alternatives analysis, or similar engineering document identifies the costs as the preferred method for addressing the emerging contaminant. Eligible expenses shall be consistent with U.S. Environmental Protection Agency guidance for the Emerging Contaminants in Small or Disadvantaged Communities Grant Program. The Department will not reimburse for ineligible activities or expenses.
7. Notice of Construction Start: The Grantee shall notify the Department by emailing DNRECSDCGrants@wisconsin.gov at least 48 hours prior to the commencement of construction.

8. Progress Reports: The Grantee shall submit complete progress reports to the Department semiannually on January 1st and July 1st for the duration of the Performance Period. The final project report is due within 60 days of project completion. The Department may withhold payment until any Progress Reports that are past due are submitted.
9. Reimbursement Requests: Payment of the Grant Award shall be made through reimbursement of actual and Eligible Expenses for the Project that are within the Project Scope and have been incurred by the Grantee during the Performance Period, unless otherwise approved by the Department.

The Grantee shall submit Reimbursement Requests using DNR Form 8700-026. Reimbursement requests may be submitted quarterly to the Department. The Department will withhold 20% of the Primary Purpose budget amount and 20% of the Secondary Purpose budget amount for final payment.

10. Final Project Inspection: The Grantee agrees that the Department shall inspect the completed Project for compliance with this Agreement and applicable state and federal law.
11. Final Project Results: The Grantee agrees that the Department is not responsible if the approved work does not produce water below the safe drinking water standards in ch. NR 809, Wis. Admin. Code, federal Safe Drinking Water Act standards, contamination standards for grant eligibility, or the expectations of the owner or Grantee.
12. Final Reimbursement Request and Project Completion: Within 60 days of the completion of the Project, the Grantee shall submit a final Reimbursement Request, final Progress Report, and the Project Completion Certification. Final payment will not be made until the Department receives all required documents, the Department completes the final project inspection, and the project passes inspection.
13. Signage Requirement: The Grantee agrees to comply with all signage requirements as required by the EPA.
Signage Requirement
The recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project.

Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

II. GENERAL CONDITIONS

14. General Accounting Principles: The Grantee shall maintain financial and accounting records for the Grant Award in accordance with generally accepted accounting principles and practices (GAAP). These records may be reviewed by state officials. Grantee shall establish and maintain effective internal controls over the Grant Award funds that provide reasonable assurance that Grantee is managing the Grant Award in compliance with applicable laws, regulations, and the terms and conditions of this Grant Agreement. Grantee shall maintain all Grant Award funds in a separate bank account at a state or federally insured financial institution used exclusively for the Grant Award funds or specifically identify the Grant Award

funds in a separate internal account used to track all deposits, obligations, and expenditures of Grant Award funds. Grantee shall maintain a financial management system that permits the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to all applicable federal statutes and regulations and the terms and conditions of this Agreement.

15. Record Retention: The Grantee shall retain and make available to the Department for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the Grantee for four years from the date of final payment by the Department or four years after the end of the Performance Period, whichever is later, or for a longer period if required by the Department for audit purposes. At the Department's request, Grantee shall provide the Department with all information necessary to comply with all requirements of the U.S. Environmental Protection Agency and other federal agencies regarding reporting of the uses of Grant Award funds, in a format designated by the Department. Such requests may include, but are not limited to, information from Grantee necessary for the Department to provide relevant and current Title VI information pursuant to 28 C.F.R. § 42.406 (federal non-discrimination compliance reviews). Grantee will also provide the Department with all information necessary to accomplish any public transparency reporting or Grantee monitoring that the Department or Grantor deems necessary.
16. Other Sources of Funds: No duplication of payment or reimbursement from another funding source is permitted. The Grantee shall inform the Department of the amount and source of any funds received from other parties to defray the costs of any actions taken under this Agreement. The Department may reduce payment or seek recovery of funds previously paid to Grantee, if funds received from other parties include payment of costs previously paid by or are eligible under the EC-SDC Grant Program.
17. Bidding Requirements: The Grantee agrees to comply with all applicable federal, local, and state contract and bidding requirements, including 2 C.F.R. § 200.318 to § 200.326. The Grantee should consult its legal counsel with questions concerning contracts and bidding. For assistance, Grantee may consult <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/grants/ProcurementGuide.pdf>.
18. Regulatory Compliance: The Grantee agrees to comply with all applicable state, local and federal statutes, regulations, and executive orders in fulfilling terms of this agreement, including but not limited to, general and special zoning, permit requirements, disability access, environmental quality, historical and archeological preservation. The Department may issue an environmental review letter containing results of the Department's environmental review of the Proposed Project. The Grantee shall comply with any conditions or requirements contained in the environmental review letter.
19. Nondiscrimination and Affirmative Action Requirements: In connection with the performance of work under this Grant Agreement, Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law. Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation. Failure to comply with this Condition may result in the declaration of Grantee ineligibility, the termination of this Grant Agreement, or the withholding of funds.

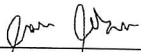
Within fifteen (15) working days after this Grant Agreement is executed, Grantee shall comply with the State of Wisconsin Affirmative Action Plan Requirements, available at <https://doa.wi.gov/Documents/DEO/WIAffirmativeActionRequirements.pdf>, and provide the Department of Administration with a report on the steps taken to comply with the Affirmative Action Plan Requirements. No extensions of this deadline shall be granted.

20. Standards of Performance: Grantee shall perform activities as set forth in this Grant Agreement in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards. Grantee shall have sole control of the method, hours worked, and time and manner of any performance under this Grant Agreement other than as specifically provided in this document. The Department takes no responsibility of supervision or direction of the performance of the Grant Agreement to be performed by the Grantee or the Grantee's employees or agents. The Department further agrees that it will exercise no control over the selection and dismissal of the Grantee's employees or agents.
21. Compliance by Third-Party Recipients of Funds: Grantee shall be responsible for all matters involving any contractor or subcontractor engaged under this Grant Agreement, including grant compliance, performance, and dispute resolution between itself and a contractor or subcontractor. The Grantor and Department bear no responsibility for contractor or subcontractor, performance, or dispute resolution hereunder.
22. Indemnification: Pursuant to the law of the state of Wisconsin, Grantee agrees to save, keep harmless, defend, and indemnify the Grantor, the Department and all officers, employees and agents of the Grantor and the Department, against any and all liability claims, costs or whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Grant Agreement or omissions of Grantee's employees, agents or representatives. Grantee shall indemnify and hold harmless the Department and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third parties to perform services or otherwise supply products or services.

The Grantee Authorized Representative signing this Agreement certifies and attests that Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related governing documents, statutes, or ordinances give such person full and complete authority to bind Grantee, on whose behalf they are executing this document.

FOR THE GRANTEE

I agree to the above-stated conditions.



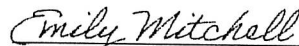
Signature of Grantee Authorized Representative

6/21/2025

Date Signed

FOR THE STATE OF WISCONSIN

By



For Jim Ritchie, Director
Bureau of Community Financial Assistance

4/22/2025

Date Signed

ATTACHMENT A: Construction Requirements

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



March 17, 2025

JASON JABLONSKI
DC EVEREST SCHOOL DISTRICT
6100 ALDERSON ST
WESTON WI 54476

Project Number: W-2025-0220
PWSID#: 73702992
DNR Region: WCR
County: Marathon

SUBJECT: NON-TRANSIENT NON-COMMUNITY PFAS WATER TREATMENT SYSTEM
PLAN AND SPECIFICATION APPROVAL

Dear Mr. Jablonski:

The Wisconsin Department of Natural Resources, Division of Environmental Management, Bureau of Drinking Water and Groundwater, is conditionally approving plans and specifications for the following project.

Water system name: Riverside Elementary School

Date received: 03/07/2025

Consultant: Matt Zastrow – U.S. Water, LLC

Regional DNR Contact: Sarah Hughes, 473 Griffith Ave, Wisconsin Rapids WI 54494, (715)697-1806,
SarahE.Hughes@wisconsin.gov

DNR Plan Reviewer: Benjamin Mand, 101 South Webster Street, Madison WI 53707, (608) 576-4778,
benjamin.mand@wisconsin.gov

Project description: On behalf of Riverside Elementary School, U.S. Water LLC has submitted plans and specifications for the installation of new treatment equipment for removal of per- and polyfluoroalkyl substances (PFAS).

Your application received an engineering review to meet the requirements of s. NR 812.37(3), Wis. Adm. Code. The department's engineering review indicates that the proposed installation complies with ch. NR 812 requirements; however, you are responsible for complying with all provisions of ch. NR 812 and the conditions contained in this approval. Be advised that this project may require permits or approvals from other federal, state, or local authorities, such as the Department of Safety and Professional Services. Any part of the water system after the first storage vessel is considered plumbing and is subject to applicable state and local plumbing codes.

Background: Riverside Elementary School is a Non-Transient Non-Community (NN) water system located east of the City of Weston. The water system consists of one well (Well No. 1) and two pressure tanks with a combined volume of 136 gallons. Potassium bicarbonate is fed downstream of the pressure tanks for pH adjustment. The system began sampling and found detectable results for PFAS in 2023.

The EPA has established a maximum contaminant level (MCL) for PFOA and PFOS of 4 ppt as individual contaminants, and an MCL for PFHxS, PFNA, and HFPO-DA (commonly referred to as GenX Chemicals) of 10 ppt as individual contaminants. Additionally, the EPA has established a maximum combined hazard index MCL

of less than 1 for PFHxS, PFNA, PFBS, and HFPO-DA. The reported Well No. 1 PFAS water quality data is as follows:

PFAS Compound	EPA MCL (ppt)	Concentration (ppt)
PFOA	4	6.6
PFOS	4	8.7
PFHxS	10	2.3
PFNA	10	0
HFPO-DA	10	0
PFHxA	-	5
PFHpA	-	2.1
PFBS	-	5

Well No. 1 (WUWN: BQ042) was constructed in 1979 by Miller Well & Pump Co., obtains water from a fractured granite formation, and has a total depth of 150 feet. A 6-inch diameter outer casing is set and grouted in place from the surface to a depth of 60 feet. A 6-inch diameter open borehole extends from 60 feet to 150 feet. The reported raw water quality of Well No. 1 consists in part of the following:

Parameter	Primary and Secondary Drinking Water Standards	Sample Result
Iron	0.3 mg/L (secondary)	0.042 mg/L
Manganese	50 µg/L (secondary)	0.82 µg/L
Hardness	500 mg/L (secondary)	160 mg/L
pH	-	6.66

PFAS treatment configuration: Four new filter vessels are proposed to be installed within the Well No. 1 pumphouse and will be configured to operate in a four-stage series. The filter vessels will be installed upstream of the existing pressure tanks and potassium bicarbonate chemical feed system. A 2-inch diameter filter bypass line will be included with a shut-off valve that will remain closed during normal operation.

Granular activated carbon (GAC) equipment: Four Pentair Water structural composite GAC filter vessels will be installed in the Well No. 1 pumphouse. The fiberglass filter vessels will have a diameter of 30 inches and approximate height of 6 feet. The GAC bed in each vessel will be comprised of media which is NSF/ANSI 61 certified. The media in each filter will consist of 20.5 ft³ (approximate depth of 50 inches) of self-supported granular activated carbon with an effective size of 12 to 40 mesh. The proposed media will be Filtrasorb 400 by Calgon Carbon.

The filter area of each vessel will be approximately 4.9 ft². It is anticipated that the well pumping rate will be 50 gallons per minute (gpm). At the 50-gpm pumping rate, the loading rate on the individual stages of the GAC filters will be approximately 10.2 gpm/ft². The department notes that the design loading rate is above the typical industry standard maximum rate range of 6 to 8 gpm/ft². Calgon Carbon has indicated that the media should effectively remove the PFAS at the proposed loading rate. The design loading rate range will provide for an empty bed contact time of approximately 3 minutes per filter vessel, for a total empty bed contact time of approximately 12 minutes with all filter vessels in service.

Smooth end sampling faucets will be provided upstream of the filter vessels, on the piping between each vessel in the four-stage series, downstream of the filter vessels, and downstream of the potassium bicarbonate chemical feed system. Backwashing capabilities will not be provided on the filter system. The GAC will be conditioned on site as outlined in the media data sheet and specifications, and the initial rinse water will be flushed to waste.

Recommendations: The following recommendations are based on staff review of the project. The owner is not required to implement the recommendations to comply with the approval.

1. If the treatment system experiences issues with adequate PFAS removal at the proposed loading rate, it is recommended that measures be taken to decrease the loading rate and increase the empty bed contact time in each vessel. This could include reconfiguring the single four-stage system into two lead-lag pairs, increasing the size of the vessels, or decreasing the well pumping rate.
2. If bacteriological growth is encountered within the GAC filter media beds, provisions should be made for disinfection downstream of filters and prior to the distribution system.

Approval conditions related to Chapters NR 810 and NR 812, Wis. Adm. Code:

1. A water treatment device shall be installed by a plumber licensed under s. 145.06, Stats. if the device is installed downstream of the pressure tank or building control valve, a licensed pump installer if the device is installed upstream of the pressure tank, or a property owner who is exempt from the requirement for a plumbing license under s. 145.06(4)(a), Stats. (s. NR 812.37(2)(d), Wis. Adm. Code)
2. Water treatment devices installed in a water system shall have a plumbing product approval in accordance with chs. SPS 382 and 384. (s. NR 812.37(2)(a), Wis. Adm. Code)
3. Water treatment devices shall be installed in accordance with the manufacturer's printed instructions and chs. SPS 382 and 384. (s. NR 812.37(2)(c), Wis. Adm. Code)
4. The owner or owner's agent shall provide notification to Sarah Hughes from the department's Wisconsin Rapids office upon completion of the improvements so that she can inspect the completed improvements and issue written authorization prior to placing the improvements in service if she deems necessary. (s. NR 810.26(1), Wis. Adm. Code)

Appeal rights and other legal notices: If you believe that you have a right to challenge this decision, you should know that Wisconsin Statutes and Administrative Rules establish time periods within which requests to review department decisions must be filed. For judicial review of a decision pursuant to Sections 227.52 and 227.53 of the State Statutes, you have 30 days after the decision is mailed, or otherwise served by the department, to file your petition with the appropriate circuit court and serve the petition on the department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to Section 227.42 of the State Statutes, you have 30 days after the decision is mailed, or otherwise served by the department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

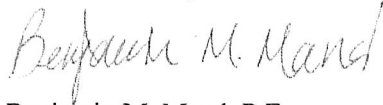
All requests for contested case hearings must be made in accordance with section 227.42, Wis. Stats., and section NR 2.05(5), Wisconsin Administrative Code, and served on the Secretary in accordance with section NR 2.03, Wisconsin Administrative Code. Pursuant to Section NR 2.05(5), Wisconsin Administrative Code, and Section 227.42, Wis. Stats., you are required to include specific information demonstrating the following:

1. The substantial interest of the petitioner which is injured in fact or threatened with injury by department action or inaction:
2. That there is no evidence of legislative intent that this interest is not to be protected:
3. That the injury to the petitioner is different in kind or degree from the injury to the general public caused by the department action or inaction: and
4. That there is a dispute of material fact (you must specify the disputed fact).

Project Number: W-2025-0220

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

For the Secretary

A handwritten signature in cursive script that reads "Benjamin M. Mand".

Benjamin M. Mand, P.E.
Public Water Engineering Section
Bureau of Drinking Water and Groundwater

cc: Matt Zastrow – U.S. Water LLC, Weston
Sarah Hughes – DNR, Wisconsin Rapids
Emily Pedersen – DNR, Eau Claire
Briana Harter – DNR, Madison
Kyle Burton – DNR, Green Bay
Theera Ratarasarn – DNR, Madison

ATTACHMENT B: SOURCE OF FUNDS

Federal Award Identification Number: 00E03535

Federal Award Date: 09/14/2023

Assistance Listing #: 66.442 - Water Infrastructure Improvements for the Nation Small and Underserved Communities Emerging Contaminants Grant Program

Federal Awarding Agency: U.S. Environmental Protection Agency

Total Amount of the Federal Award: \$25,267,000.00

Amount of Federal Funds Obligated by this Award: See Part 2 of Grant Agreement

Research & Development: No

Indirect Cost Rate: N/A

Awarding official at the Wisconsin Department of Natural Resources:

Jim Ritchie
Director, Bureau of Community Financial Assistance
Wisconsin Department of Natural Resources
DNRECSDCGrants@wisconsin.gov

ATTACHMENT C: STATE GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Declining Award: The Grantee may decline the offer of financial assistance provided through this Agreement, in writing, at any time prior to the starting of the project and before expending any funds.
2. Amendments: Amendments to this Agreement shall be made in writing, dated, and signed by both parties prior to the end of the Performance Period. Requests to extend the Performance Period must be received by the Department no later than 45 days before the end of the Performance Period.
3. Reimbursement of Funds to Department: The Grantee shall reimburse the Department for any disbursed funds which are determined by the Department to have been misused, misappropriated, or used to pay for ineligible expenses. The Grantee shall reimburse the Department for any disbursed funds that have not been applied to an eligible expense of the Project within the Performance Period of this Grant Agreement. The Department may also require reimbursement of funds if the Department determines that any provision of this Grant Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after the Department gives written notice to Grantee. The State reserves the right to recover such funds by any legal means including litigation if necessary.
4. Suspension of Payments for Failure to Perform: The Department reserves the right to suspend or cease payment of Grant Award funds if required reports are not provided to the Department on a timely basis or if sufficient performance of grant activities is not evidenced. The Department further reserves the right to suspend or cease payment of funds under this Grant Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the Department and Grantee in whole or in part. Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Grant Agreement.
5. Termination of Agreement: The Department reserves the right to terminate this Grant Agreement in whole or in part, with or without cause, without penalty to the Department, effective upon mailing of notice of termination to Grantee. For the avoidance of doubt, termination by the Department is permitted for, among other things: failure of Grantee to make sufficient progress, failure of Grantee to comply with any of the terms of this Grant Agreement, and lack of appropriation. Upon receipt of termination notice, Grantee shall make available to the Department program records, equipment, and any other programmatic materials.
6. Disclosure of State Public Officials and Employees: If a State public official as defined by Wis. Stat. § 19.42, or an organization in which a State public official or a member of the state public official's immediate family holds at least a 10% interest is a party to this Grant Agreement, this Grant Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, WI 53707-7125. Grantee shall not engage the services of any person or persons now employed by Grantor, including any department, commission or board thereof, to provide services relating to this Grant Agreement without the prior written consent of the Grantor and the employer of such person or persons.
7. Severability: If any provision of this Grant Agreement shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Grant Agreement.
8. Survival of Requirements: Unless otherwise authorized in writing by the Department, the terms and conditions of this Grant Agreement shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Grant Agreement.
9. Assignment of Agreement: Grantee shall not assign to a third party all or any part of its obligations or rights under this Grant Agreement without prior written approval of the Department.
10. Waiver: Failure or delay on the part of either Party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.
11. Choice of Law and Venue: This Agreement shall be governed by the laws of the State of Wisconsin, the laws of the United States, and all rules, regulations, and guidance promulgated to implement BIL. In the event of a dispute, this Grant Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be the state and federal courts of Wisconsin.

ATTACHMENT D: FEDERAL COMPLIANCE REQUIREMENTS

The Grantee agrees to comply with all applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with such parties relating to this award.

1. Uniform Administrative Requirements: The Grantee agrees to comply with Title 2 CFR Part 200 and 2 CFR Part 1500, Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also referred to as "Uniform Guidance"). The Grantee agrees to have an audit in accordance with Uniform Guidance if the Grantee expends \$1,000,000 or more in federal awards during the fiscal year.
2. U.S. Environmental Protection Agency General Terms and Conditions: The Grantee, as a sub-recipient, agrees to comply with the current U.S. Environmental Protection Agency General Terms and Conditions, Effective October 1, 2023, and specifically paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 14, 18, 19, 21, 22, 23, 25, 27, 28, 29, 31, 32, 35, 36, 41, 42, 44, 46, 47, 50, 51, and 52. The current EPA general terms and conditions are available at: https://www.epa.gov/system/files/documents/2023-09/fy_2023_epa_general_terms_and_conditions_effective_october_1_2023_or_later.pdf.
3. Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities: Federal statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - A. Age Discrimination Act, Pub. L. 94-135
 - B. Equal Employment Opportunity, Executive Order 11246
 - C. Section 13 of the Clean Water Act, Pub. L. 92-500
 - D. Section 504 of the Rehabilitation Act, Pub. L 93-112 supplemented by Executive Orders 11914 and 11250
 - E. Title VI of the Civil Rights Act, Pub. L 88-352
 - F. Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreement
4. Equal Employment Opportunity: The Grantee agrees to, in connection with the performance of work under this Agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stat., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Grantee agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
5. Title VI of the Civil Rights Act of 1964: The Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. It also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Environmental Protection Agency's guidance, available at: <https://www.federalregister.gov/d/04-14464>.
6. Conflicts of Interest: As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at: <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. Grantee shall disclose conflicts of interest to the Department in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy.
7. Debarment and Suspension: Grantee warrants and represents that Grantee and each of Grantee's employees who will perform work funded with the Grant Award, are not presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, as required by 2 CFR Part 180. The Department reserves the right to terminate this Agreement if the Grantee or a sub-contractor is federally debarred or suspended. Grantee shall include a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C in any subsequent lower tier covered transactions.

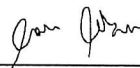
Grantee also warrants and represents that it is not listed on the Wisconsin Department of Administration's Ineligible Vendors Directory.

8. Lobbying: The Grantee agrees and certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Grantee shall notify the DNR to complete a disclosure form to report lobbying. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee shall require that the language of this certification be included in the award documents for all contracts (including subcontracts) and that all contractors and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood Grantee's obligations as herein described, that any information submitted in conjunction with the assurances above is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By: 

Name: Jason Jablonski DCE School District

Date: 6/21/2025