2017 RECYCLING GRANTS TO RESPONSIBLE UNITS
GRANT CONDITIONS

A. GENERAL CONDITIONS

1. **PERFORMANCE**. The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the Responsible Unit Recycling Program (hereafter PROGRAM SPONSOR) mutually agree to perform this agreement in accordance with the *Recycling Grants to Responsible Units Grant* Program and with the application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.

2. **INDEPENDENT CONTRACTOR**. The PROGRAM SPONSOR is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.

3. **SUSPENSION OF OBLIGATIONS**. Failure by the PROGRAM SPONSOR to comply with the terms of this agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the PROGRAM SPONSOR. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement at the DEPARTMENT's discretion.

B. SPECIAL CONDITIONS

1. The PROGRAM SPONSOR agrees to specifically comply with the provisions of ch. 287, Wis. Stats., and chs. NR 542 and 544, Wis. Adm. Code.

2. The PROGRAM SPONSOR must maintain effective recycling program approval in order to remain eligible for this grant. "Effective" recycling programs are defined in s. NR 544.04, Wis. Admin. Code.

3. The PROGRAM SPONSOR agrees that no construction of any recycling related activity will begin until all necessary permits and approvals are obtained.

4. If the PROGRAM SPONSOR is notified that a recycling program activity that requires site approval as specified in condition #4 may have an adverse effect on a historic property, the PROGRAM SPONSOR shall negotiate with the Wisconsin Historical Society to reduce such effect.

6. If notified of the need to do so, prior to purchasing property, the PROGRAM SPONSOR shall prepare an appraisal in accordance with DNR appraisal guidelines, submit the appraisal to the Department for review, and obtain the department's approval of the appraisal. Appraisal guideline information is available at: http://intranet.dnr.state.wi.us/int/land/facilities/real_estate/acquisition_guidance/index.htm

7. Funding of yard waste composting facility operation does not imply DNR approval of a yard waste compost facility under ch. NR 502, Wis. Admin. Code. All yard waste compost facilities over 50 cubic yards operated by the PROGRAM SPONSOR must first be issued a license from the Department. If -- by December 31 of the year in which you are receiving the grant -- a license for a yard waste compost facility has not been received, waste costs may be deducted from net eligible costs for that year.

8. Depreciation expenses or hourly use costs for equipment must be fully attributable to recycling or yard waste management programs. If depreciated equipment is used for any other purpose, PROGRAM SPONSORS must reduce eligible depreciation expense proportionately.

9. Contributions, donations, voluntary payments or subsidies made by the PROGRAM SPONSOR that are not necessary costs incurred for recycling are not grant-eligible expenses.

10. The PROGRAM SPONSOR must submit actual cost information to the Department by April 30 of the year following receipt of the grant award.

11. Any payment made by the DEPARTMENT to the PROGRAM SPONSOR in excess of the amount determined by DEPARTMENT review or final audit to be due to the PROGRAM SPONSOR shall be reimbursed to the DEPARTMENT within 60 days of the notice of overpayment.

12. The PROGRAM SPONSOR shall conduct land purchase in compliance with state laws on acquisition of property for public purposes as defined in s. 32.06, Wis. Stats., and with Public Law 91-646, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as defined in s. 32.185-27, Wis. Stats. and ch. Comm. 202, Wis. Adm. Code.

13. The PROGRAM SPONSOR agrees to include the following clause in the deed for any land purchased with grant assistance: *"By the acceptance of this deed, the grantee, for itself and its successors and assigns, hereby covenants and agrees not to sell, lease, assign or mortgage the premises herein described without the prior written approval of the Secretary of the Department of Natural Resources, his designee or any successor."*

14. The PROGRAM SPONSOR agrees to operate and provide adequate maintenance of facilities for which state grant assistance is received.

The PROGRAM SPONSOR agrees:

a. **DECLINING OFFER**. To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be terminated, modified, or amended only by mutual agreement of both parties in writing.

b. **EXECUTION OF AGREEMENT**. To execute the program described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT herein.

c. **APPLICABLE LAW**. To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.

d. **BIDDING**. To comply with all applicable local and state contract and bidding requirements. The PROGRAM SPONSOR should consult its legal counsel with questions concerning contracts and bidding. Please refer to the *Procurement Guide for Local Governments Receiving DNR Grants* by clicking on this link: http://dnr.wi.gov/Aid/documents/procurementguide.pdf

e. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION; ACCESS**. To comply with the Recycling Grants to Responsible Units grant procedures. Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for the recycling program. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for eligible program costs. Accounts, documents, and records related to the recycling program shall be retained by the PROGRAM SPONSOR for a period of three (3) years following the end of this agreement. The PROGRAM SPONSOR agrees to allow the DEPARTMENT access and view to these records upon request.

f. WISCONSIN STATE SINGLE AUDIT GUIDELINES. Responsible Units shall comply with annual Single Audit requirement as specified in OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations" and the Wisconsin State Single Audit Guidelines found at: http://www.doa.state.wi.us/Divisions/Budget-Finance/Financial-Reporting/State-Controllers-Office-State-Single-Audit-Guidelines and issued by the Wisconsin Department of Administration (DOA).

g. **INDEMNIFICATION**. To save, hold harmless, defend, and indemnify the State of Wisconsin, the DEPARTMENT and all its officers, employees and agents, against any and all liability, claims and costs of 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 agreement or omissions of PROGRAM SPONSOR's employees, agents or representatives.

h. **REPAYMENT; TERMINATION**. To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the PROGRAM SPONSOR fails to comply with the conditions of this agreement as

described, or fails to provide public benefits as indicated in the project application, proposal description, or this agreement. In addition, should the PROGRAM SPONSOR fail to comply with the conditions of this agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the PROGRAM SPONSOR.

i. **NON-DISCRIMINATION**. 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, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation 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 PROGRAM SPONSOR further agrees to take affirmative action to ensure equal employment opportunities. The PROGRAM SPONSOR agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the termination of this Agreement or withholding of payment.

The DEPARTMENT agrees:

a. **GRANT PAYMENT**. That the amount of the check represents full payment to the PROGRAM SPONSOR for the calendar year.

b. **INDEPENDENT CONTRACTOR.** That the PROGRAM SPONSOR shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the PROGRAM SPONSOR or the PROGRAM SPONSOR's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the PROGRAM SPONSOR's employees or agents.

c. **ACCESS TO RECORDS**. To retain its right to examine all accounts, documents, and records of the PROGRAM SPONSOR as they relate to this agreement.

d. **TERMINATION**. To reserve its right to terminate this agreement for failure by the PROGRAM SPONSOR to comply with any provision of this agreement.

Updated: July 2016