



September 4, 2020

Town of Mills
PO Box 789
Mills, WY 82644

Dear Sabrina,

Enclosed please find a grant contract for a Local Government Grant for your properties located at 704 4th Street, 4800 Yellowstone Highway, and 300 Lakeview Drive all in Mills, WY 82644.

Please review, sign, and return the grant contract in the self-addressed envelope provided, within 30 days of the posted date on this letter.

As a reminder, if your facility is 50 years old or older, the State Historic Preservation Office (SHPO) must be contacted and approval received prior to any retrofits that are identified within the audit and would occur to the building structure, are conducted. (Ex: Window replacements require SHPO correspondence; Lighting replacements do not) I must be copied in on any correspondence with SHPO.

Included in this packet is a W-9, please complete and return with the signed grant contract. Also included is a post award grantee checklist to help to provide direction after the grant is fully executed.

You selected EFT for reimbursement payments on your application. Please complete the ACH Form included in order for our accounting department to set up an EFT.

Once we receive your signed grant contract, the final signatures from WEA legal counsel and staff will be completed. A copy of the fully executed grant contract will be mailed back to you. The date of the final signatures is when the grant contract is considered fully executed. **You may not incur any costs or enter into any contracts until the grant contract is fully executed.**

Please do not hesitate to reach out with any questions. I look forward to working with you.

Sincerely,

Ashlee M. Erickson

Wyoming Energy Authority

Address: 325 West 18th Street, Suite 1, Cheyenne, Wyoming 82001

Phone: 307-635-3573

Website: www.wyoenergy.org

**ENERGY RETROFIT
GRANT CONTRACT BETWEEN THE WYOMING ENERGY AUTHORITY
AND
TOWN OF MILLS**

1. **Parties.** The parties to this Grant Contract (Contract) are the Wyoming Energy Authority, State Energy Program (Wyoming Energy Authority), whose address is: 325 West 18th Street, Cheyenne, WY 82001 and the Town of Mills (Grantee), whose address is: 704 4th Street, Mills, WY 82644(DUNS#041608522).
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Grantee shall use Federal Energy Program Funds (Grant) (CFDA 81.041) for energy conservation measures identified in the WyLite Energy Engineering Study (Project) at their facilities located at 704 4th Street, Mills, WY 82644, 4800 West Yellowstone Highway, Mills, WY 82644, and 300 Lakeview Drive, Mills, WY 82644. as described in Section 5, below and in Attachment A, which is attached to and incorporated into this Contract by this reference. Performance by Grantee (and any Subgrantee hereunder) of the requirements of this Contract and compliance with all U.S. Department of Energy (DOE) program rules and regulations is a condition to Grantee's receipt of monies hereunder (Federal Award Identification Number (FAIN) DE-EE0008670, dated May 9, 2019).
3. **Term of Grant.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2021. All services shall be completed during this term.
4. **Payment.**
 - A. Wyoming Energy Authority agrees to pay the Grantee for the Project, as invoices are submitted for work done in connection with the Project, and completed in accordance with the requirements of this Contract. The total Grant amount shall not exceed twenty thousand nine hundred seven dollars and ninety cents (\$20,907.90). The Grantee will receive a reimbursement of ninety percent (90%) of retrofit activities as identified in the WyLite Energy Engineering Study. Payment will be made to Grantee upon submission of a completed Taxpayer ID Form, copies of paid invoices, and proof of payment. Payment will be made after sufficient documentation detailing the services performed in connection with the Contract. Payment shall be made from the Wyoming Energy Authority's Exxon Petroleum Violation Escrow Fund budget. The monetary proceeds of the Grant are specifically for the program specified in this Contract and shall not be used for any lobbying efforts. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this

Contract. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of the Wyoming Energy Authority.

5. **Responsibilities of Grantee.** Grantee agrees to:

- A. Use the funds for retrofits identified in the WyLite Energy Engineering Study at the facilities located 704 4th Street, Mills, WY 82644, 4800 West Yellowstone Highway, Mills, WY 82644, and 300 Lakeview Drive, Mills, WY 82644.. Eligible retrofits are described in Attachment A.
- B. Return this signed Contract to the Wyoming Energy Authority within thirty (30) days of receipt or forfeit all claims to monies.
- C. Provide the Wyoming Energy Authority with one (1) year of required energy savings data once retrofits are completed per Department of Energy requirements.

6. **Responsibilities of the Wyoming Energy Authority.** The Wyoming Energy Authority agrees to:

- A. Pay Grantee in accordance with section 4 above.

7. **Special Provisions.**

- A. **Administration of Federal Funds.** Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200 *et seq.*, any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Wyoming Energy Authority.
- B. **Assumption of Risk.** Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Grantee's failure to comply with state or federal requirements. The Wyoming Energy Authority shall notify the Grantee of any state or federal determination of noncompliance.
- C. **Copyright License and Patent Rights.** Grantee acknowledges that the Department of Energy, the State of Wyoming, and the Wyoming Energy Authority reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Grantee purchases ownership using funds awarded under this Contract. Grantee must consult with the Wyoming Energy Authority regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

- D. Decontamination and/or Decommissioning (D&D) Costs.** Notwithstanding any other provision of this Contract, the Wyoming Energy Authority and Department of Energy shall not be responsible for or have any obligation to the recipient for D&D of any of the Grantee's facilities, or any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work under this Contract, whether said work was performed prior to or subsequent to the effective date of this Grant.
- E. Default and Remedies.** In the event Grantee or any Subgrantee of Grantee under this Contract defaults or is deficient in the performance of any term of the Grant or any requirements of the Department of Energy program rules and regulations, then the Wyoming Energy Authority and/or Department of Energy shall have the right to exercise all remedies provided by law or in equity, including without limitation:
- (i) Immediately terminating this Contract without further liability or obligation of the Wyoming Energy Authority;
 - (ii) Issuing a letter or warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;
 - (iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
 - (iv) Taking enforcement action as described in 2 CFR Part 200.338.
- F. Environmental Policy Acts.** Grantee agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- G. Federal Audit Requirements.** Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Contract, Grantee shall provide one (1) copy of the audit report to the Wyoming Energy Authority and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Wyoming Energy Authority's records.

- H. Federal Stewardship.** The Department of Energy will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies, which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.
- I. Historic Preservation.** Grantee will, in connection with its performance of environmental assessments under National Environmental Policy Act (NEPA), comply with Section 106 of the National Historic Preservation Act of 1966, (16 U.S.C. § 470); Executive Order 11593 (Protection and Enhancement of the Cultural Environment), and 36 CFR Part 800 by consulting with the Wyoming State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects by the proposed activity.
- J. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or sub-awards under the award.
- K. Indirect Costs.** There is no indirect cost rate for this Contract and Wyoming Energy Authority will not reimburse Grantee for indirect costs.
- L. Kickbacks.** Grantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Grantee breaches or violates this warranty, the Wyoming Energy Authority may, at its discretion, terminate this Contract without liability to the Wyoming Energy Authority, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- M. Labor Standards Requirements.** Grantee will administer and enforce the labor standards requirements set forth in the Davis-Bacon Act (40 U.S.C. § 276a), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327 *et seq.*), and regulations issued to implement such requirements, as each may be amended from time to time.
- N. Limitations on Lobbying Activities.** By signing this Contract, Grantee certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Grantee or its subcontractors in connection with lobbying member(s) of Congress, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- O. Monitoring Activities.** The Wyoming Energy Authority, State, Comptroller General of the United States, and the Department of Energy shall have the right to monitor all activities related to this Contract that are performed by Grantee or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- P. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- Q. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- R. Non-Supplanting Certification.** Grantee hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Grantee should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- S. Program Income.** Grantee shall not deposit grant funds in an interest bearing account without prior approval of the Wyoming Energy Authority. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to the Wyoming Energy Authority.

- T. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for Grantee and related to the services and work to be performed under this Contract, shall identify the Wyoming Energy Authority and/or Department of Energy as the sponsoring agency and shall not be released without prior written approval of the Wyoming Energy Authority.
- U. Purchase of American-Made Equipment and Products.** To the greatest extent practicable, all equipment and products purchased with funds made available under this Contract should be American-made.
- V. Records Retention.** Grantee agrees to retain all records related to this Contract for a minimum of three (3) years after all payments have been made and all other pending matters have been closed.
- W. Reporting Requirements.** During the Term of this Contract, Grantee shall furnish the Wyoming Energy Authority with a monthly written progress report. Each progress report shall set forth, in narrative form; the work accomplished under the Contract during the month and shall include a financial status report. At the end of the term, Grantee shall furnish the Wyoming Energy Authority with a comprehensive report of the accomplishments pursuant to the Grant. Grantee shall likewise furnish the Wyoming Energy Authority with a cumulative financial statement, reflecting total expenditures pursuant to this Contract. At the completion of the Project, Grantee will furnish the Wyoming Energy Authority with required monthly energy savings reports for a period of one (1) year per Department of Energy requirements.
- X. Suspension and Debarment.** By signing this Contract, Grantee certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Grantee agrees to notify the Wyoming Energy Authority by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

8. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Grantee shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Wyoming Energy Authority.
- D. **Availability of Funds.** Each payment obligation of the Wyoming Energy Authority is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Wyoming Energy Authority at the end of the period for which the funds are available. The Wyoming Energy Authority shall notify the Grantee at the earliest possible time of the services, which will or may be affected by a shortage of funds. No penalty shall accrue to the Wyoming Energy Authority in the event this provision is exercised, and the Wyoming Energy Authority shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- E. **Award of Related Contract.** The Wyoming Energy Authority may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Grantee shall cooperate fully with other contractors and the Wyoming Energy Authority in all such cases.
- F. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- G. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or

produced by the Grantee in the performance of this Contract shall be kept confidential by the Grantee unless written permission is granted by the Wyoming Energy Authority for its release. If and when Grantee receives a request for information subject to this Contract, Grantee shall notify the Wyoming Energy Authority within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Wyoming Energy Authority.

- H. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Grantee of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Wyoming Energy Authority. The Grantee's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Wyoming Energy Authority within five (5) business days shall be considered a material breach and may result in immediate termination of this Contract by the Wyoming Energy Authority.
- I. Entirety of Contract.** This Contract, consisting of twelve (12) pages; and Attachment A, Energy Efficient Eligible Retrofit Activities, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics.** Grantee shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Grantee's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability

arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- N. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Grantee shall be free from control or direction over the details of the performance of services under this Contract. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes, which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Wyoming Energy Authority or to incur any obligation of any kind on behalf of the State of Wyoming or the Wyoming Energy Authority. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will insure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Contract.
- O. Insurance Requirements.** Grantee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the Wyoming Energy Authority.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Ownership and Destruction of Documents and Information.** The Wyoming Energy Authority owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Contract. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to the Wyoming Energy Authority in a usable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Wyoming Energy Authority's verified receipt of such information, Grantee agrees to physically and electronically destroy any residual Wyoming Energy Authority-owned data, regardless of format, and any other storage media or areas containing such information. Grantee agrees to provide written notice to Wyoming Energy Authority confirming the destruction of any such residual Wyoming Energy Authority-owned data.

- R. Patent or Copyright Protection.** The Grantee recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Grantee or its subcontractors will violate any such restriction. The Grantee shall defend and indemnify the Wyoming Energy Authority for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- S. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, and approved as to form by the Wyoming Energy Authority's legal counsel..
- T. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Wyoming Energy Authority expressly reserve sovereign immunity by entering into this Contract and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Subgrantee(s).** The grantee shall include the requirements of this Contract in any such agreement or contract, and shall ensure that Subgrantee(s) complies with the terms hereof as if he or it were the Grantee hereunder.
- W. Taxes.** The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. Termination of Contract.** This Contract may be terminated, without cause, by the Wyoming Energy Authority upon thirty (30) days written notice. This Contract may be terminated by the Wyoming Energy Authority immediately for cause if the Grantee fails to perform in accordance with the terms of this Contract.
- Y. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations

contained in this Contract shall operate only between the parties to this Contract and shall insure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. Unused/Misused Funds.** The Wyoming Energy Authority shall be entitled to recover from the Grantee any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside this Contract, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Contract.
- CC. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page

**ENERGY RETROFIT
GRANT CONTRACT BETWEEN THE WYOMING ENERGY AUTHORITY
AND
TOWN OF MILLS**

Glen Murrell, Executive Director

Date

Sarah Young, Director of Public Affairs and Communications

Date

Wyoming Energy Authority Legal Counsel

Date

Grantee
TOWN OF MILLS

Seth Coleman, Mayor

Date

**ATTACHMENT A
ENERGY RETROFIT
GRANT CONTRACT BETWEEN THE WYOMING ENERGY AUTHORITY
AND
TOWN OF MILLS**

DESCRIPTION OF RETROFITS	Retrofit Grant Amount	Match	Project Total
Upgrade to LED Lighting, weatherstripping, and HVAC tune-up.			
Total Project Cost	\$20,907.90	\$2,323.10	\$23,231.00

The Grantee may receive the maximum sum of twenty-five thousand dollars (\$25,000).

Grantee will use the funds to perform the following retrofit projects covered by this Grant Contract.

Location	Address	Retrofit
Town of Mills-Town Hall	704 4th Street, Mills, WY 82644,	Upgrade to LED Lighting and Weatherstripping
Town of Mills-Police Department	4800 West Yellowstone Highway, Mills, WY 82644	Upgrade to LED Lighting and Weatherstripping
Town of Mills-Fire Department	300 Lakeview Drive, Mills, WY 82644	Weatherstripping and HVAC Tune-up

This project is more fully described in the Local Government Energy Improvement Retrofit Grant Application, received by the Wyoming Energy Authority dated August 28, 2020.

Invoice reimbursement will be incrementally funded as costs are incurred and invoices are received and approved by the Wyoming Energy Authority. If actual costs of the project are more than the projected budget, Grantee agrees to pay the difference.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships, earlier*.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Vendor Information

Vendor Name (Bill-To-Name):
Street Address:
City, State, & Postal Code:
Contact Name:
Contact Email Address:

Bank Information

Banking Institution Name:
Bank Account Number:
Bank ABA (Routing) Number:
Bank Address:
Bank Phone Number:

This authority for ACH payment shall remain in full force and effect until Wyoming Energy Authority receives written notification of your intent to terminate in such time and manner as to afford Wyoming Energy Authority a reasonable opportunity to respond.

Signature

Date

Printed Name

Local Government Grant Program Post Award Grantee Checklist

Congratulations on receiving your grant award for the Local Government Grant Program! Below is a guideline on the process to utilize and report on your grant funds.

Important Dates

- o **Date of when your contract was fully executed:** _____
 - o This is the date of the final signature from the Wyoming Energy Authority
- o **Date your grant contract expires:** _____
 - o This is in your contract
- o **Date of last Energy Savings Report due:** _____
 - o See "Reporting" section below

Retrofits

- o **Determine if retrofits authorized in grant will be completed by personnel or an outside contractor**
 - o Follow your organization's guidelines on procurement if selecting an outside contractor
 - o If you decide to use your own personnel, the State Energy Program does not reimburse for time and labor of your own employees.

Reporting

- o **Monthly Progress Reports – Due the 10th of each month**
 - o This report is an update on what steps are being taking to complete your grant
 - o Wyoming Energy Authority will send out a reminder email on the 1st of each month
- o **Energy Savings Reports – Due the 10th of each month following completion of retrofits**
 - o This report needs to be completed for 12 months following the successful completion of retrofits
 - o Wyoming Energy Authority will send out a reminder email on the 1st of each month

Reimbursement

- o Mail paid invoices to the Wyoming Energy Authority or email them to ashlee.erickson1@wyo.gov
 - o Grant funds are distributed only with proof of payment from grantee