

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 00E03866 MODIFICATION NUMBER: 0 PROGRAM CODE: X9	DATE OF AWARD 09/29/2024	
			TYPE OF ACTION New		MAILING DATE 10/02/2024
			PAYMENT METHOD: ASAP		ACH# 51101
			RECIPIENT TYPE: Municipal		
RECIPIENT: CITY OF ANN ARBOR PO BOX 8647 301 E HURON ST. ANN ARBOR, MI 48107-8647 EIN: 38-6004534			PAYEE: CITY OF ANN ARBOR 1831 Traver Road Ann Arbor, MI 48105		
PROJECT MANAGER Tami Cook 301 E HURON STREET ANN ARBOR, MI 48107-8647 Email: Phone:		EPA PROJECT OFFICER Antoinette Hall 77 West Jackson Blvd., LP-17J Chicago, IL 50504-3507 Email: Hall.Antoinette@epa.gov Phone: 312-886-0220		EPA GRANT SPECIALIST Cody Kitchens Assistance Section, MA-10J 77 W/ Jackson Blvd. Chicago, IL 60604-3507 Email: Kitchens.Cody@epa.gov Phone: 312-353-6553	
PROJECT TITLE AND DESCRIPTION Pollution Prevention at Food-Focused Businesses See Attachment 1 for project description.					
BUDGET PERIOD 01/01/2025 - 12/31/2026		PROJECT PERIOD 01/01/2025 - 12/31/2026		TOTAL BUDGET PERIOD COST \$ 150,360.00	
				TOTAL PROJECT PERIOD COST \$ 150,360.00	
NOTICE OF AWARD					
Based on your Application dated 04/11/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 62,000.00. EPA agrees to cost-share <u>82.47%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 62,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507			ORGANIZATION / ADDRESS U.S. EPA, Region 5, Land, Chemicals & Redevelopment Division R5 - Region 5 77 W. Jackson Boulevard., L-17J Chicago, IL 60604-3507		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official for Sheila Dolan - Manager, Acquisition & Assistance Branch by Karen Sykes - Award Official Delegate				DATE 09/29/2024	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 62,000	\$ 62,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 50,360	\$ 50,360
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 112,360	\$ 112,360

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.717 - Source Reduction Assistance	Solid Waste Disposal Act: Sec. 8001	2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 45

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2405QCX036	2425	B	05Q3	000C95	4183	-	-	\$ 62,000
									\$ 62,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 16,000
2. Fringe Benefits	\$ 0
3. Travel	\$ 110
4. Equipment	\$ 0
5. Supplies	\$ 9,250
6. Contractual	\$ 25,000
7. Construction	\$ 0
8. Other	\$ 100,000
9. Total Direct Charges	\$ 150,360
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>17.53</u> % Federal <u>82.47</u> %)	\$ 150,360
12. Total Approved Assistance Amount	\$ 124,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 62,000
15. Total EPA Amount Awarded To Date	\$ 62,000

Attachment 1 - Project Description

This project will focus on retail food businesses with fewer than 100 employees and accomplish two key gaps these markets face in refrigerant management:

1. Gaps in technical knowledge regarding more sustainable refrigeration systems; and 2. A dearth of funding to implement more sustainable refrigeration practices.

The purpose of this award is to address two challenges, the first is to launch a customized, one-on-one technical assistance program for small retail food businesses. Technical assistance will be provided by a qualified technician who will go to each business site, conduct an on-site refrigerant assessment, and guide folk through appropriate promising practices as outlined in the GreenChill Best Practices Guideline: Commercial Refrigeration Leak Prevention & Repairs.

To address the second challenge, the project will create a competitive grant program to provide small retail food businesses with funds to upgrade or retrofit high-GWP refrigeration systems with low-GWP alternatives. Grantees will be required to provide a cash match for their project. Specific match requirements and criteria for the scoring of proposals will be created during the scope of this project and in tandem with small businesses – thereby ensuring project buy-in from those the project is targeting. The following activities to be performed are:

ACTIVITY ONE: Technical Refrigerant Assistance Program - The City of Ann Arbor Office of Sustainability and Innovations (City) will release a competitive request for proposals and, upon selecting the most qualified vendor, enter into a contract with them to provide small food retail businesses with technical assistance in the form of one-on-one site visits to identify strategic refrigerant improvements opportunities as identified in the GreenChill Best Practices Guideline: Commercial Refrigeration Leak Prevention & Repairs document.

ACTIVITY TWO: Grant program for low-GWP refrigerants in small food retail businesses - Based on results from the onsite assessments and technical assistance, the City will establish a small business grant program and provide up to \$100,000 to small, independently owned and operated food retail businesses to upgrade refrigeration systems to use low-GWP refrigerants.

ACTIVITY THREE: Evaluation and business-to-business learning - As a condition of receiving funding, technical assistance, or equipment through this program, businesses must participate in an interview to provide feedback about the program and information about the practices they've developed to integrate refrigerant management into their operations. Participating businesses will additionally be encouraged to attend annual roundtable refrigerant management meetings with their peers. The anticipated deliverables, expected outcomes are: 1) For the Technical Assistance Program, the deliverables are 25 businesses receive technical assistance and leak detectors

(4 small grocery stores; 21 small food retailers), with the expected outcomes: Small grocery stores: 3444.2 MTCO₂e and Small food retailers: 16.8 MTCO₂e.

2) For the Grant Program, the deliverables are 3 small grocery stores with retrofitted refrigeration systems, with the expected outcome of Small grocery stores: 3449.6 MTCO₂e;

and 3) For the business-to-business program, the deliverables are 12 small food retailers with upgraded closed-loop units, with the expected outcome of Small food retailers:

5.3 MTCO₂.

By project completion, the City will have reduced refrigeration emissions from at least 25 businesses by a total of 6,915.9 metric tons of carbon dioxide equivalent (MTCO₂e) from pre-intervention levels and established a replicable model of refrigeration replacement throughout that can scale throughout Washtenaw County, the intended beneficiaries. No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and young.robert@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov and **Robert Young at young.robert@epa.gov**
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Antoinette Hall at hall.antoINETTE@epa.gov and Robert Young at young.robert@epa.gov**
- Payment requests (if applicable): **Antoinette Hall at hall.antoINETTE@epa.gov**
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Antoinette Hall at hall.antoINETTE@epa.gov**

B. Contingent Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

Programmatic Conditions

National Programmatic Terms and Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit **annual** performance reports electronically to the EPA Project Officer within 90 days after the annual reporting period ends on ***December 31, 2026***. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

1. **Semi-annual** performance reports are required, they are to be submitted electronically to the EPA Project Officer within 30 days after the reporting period (six-month period). The reporting periods are ***[July 31, 2025; January 31, 2026; July 31, 2026]***.

B. CYBERSECURITY CONDITION

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information

Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. MEASURING ENVIRONMENTAL RESULTS: ANTICIPATED OUTPUTS AND OUTCOMES

Pursuant to EPA Order 5700.7 "*Environmental Results under EPA Assistance Agreements*," EPA requires that all grant applicants and recipients adequately address environmental outputs and outcomes. Outputs and outcomes differ both in their nature and in how they are measured. the EPA P2 website (click on "Calculators to Measure Outcomes") or may use other methodologies provided those methodologies are described and referenced in the project narrative. Applicants must discuss environmental outputs and outcomes in the Narrative. To estimate anticipated outcomes, applicants may use one or more of EPA's P2 calculators on the EPA P2 website (click on "Calculators to Measure Outcomes") or may use other methodologies provided those methodologies are described and referenced in the project narrative.

EPA encourages applicants to specify that outputs and outcomes will be reported to EPA in table or spreadsheet form. For the convenience of the recipients, Excel spreadsheet reporting template(s) are available on EPA's P2 Program Grant Reporting page. Although the use of these Excel spreadsheets is not required, applicants should consider referring to these templates in their Reporting Plans as their planned method to collect, document and submit the required reporting to EPA.

1.Outputs: The term "output" means an activity, effort, and/or associated work product related to an environmental goal and objective that will be produced or provided over a specified period of time or by a specified date. Outputs must be measurable during an assistance agreement funding period. Outputs must be appropriate to the proposed project and project goals, so projects may not need to report on all outputs listed below.

Outputs include but are not limited to (report on those applicable to your project):

1. Number of organizations provided with P2 technical assistance.
2. Number of new P2 practices adopted resulting from technical assistance provided by the grantee.
3. Number of outreach materials developed (e.g., fact sheets, leaflets, social media posts, case studies).
4. Number of amplification activities (i.e., training, webinars, roundtables, distribution of outreach materials) that widely share P2 practices.
5. For each amplification activity, grantees will also be asked to report on:
 - a. topic(s) covered,
 - b. number of attendees,
 - c. increased participant understanding of topics and skills achieved during the event,
 - d. number of people in affected underserved communities served by outreach.
6. Any other outputs or metrics that the applicant deems relevant to demonstrate the success of the P2 project.

2. Outcomes: The term “outcome “means the result, effect, or consequence that will occur from carrying out an environmental program or activity that is related to an environmental or programmatic goal or objective. Outcomes may be qualitative or quantitative, and can be environmental, behavioral, health-related, or programmatic in nature. Applications must include a description of anticipated project outcomes resulting from the project outputs, even if the outcome to be achieved is beyond the assistance agreement funding period. Include the quantitative target associated with the outcome, as appropriate.

Required EPA P2 program outcomes (please include all outcomes in the project narrative):

1. Due to P2 actions implemented as a result of technical assistance provided, reductions in:
 - a. pounds of hazardous materials used and of hazardous substances, pollutants and contaminants released at facilities
 - b. metric tons of carbon dioxide equivalent (MTCO_{2e})
 - c. gallons of water used at facilities
 - d. Cost savings associated with reducing hazardous pounds, MTCO_{2e}, and water consumption

D. NATIONAL PROGRAMMATIC T&C FOR FELLOWSHIP, INTERNSHIP PROGRAMS AND SIMILAR PROGRAMS SUPPORTED BY EPA FINANCIAL

ASSISTANCE

1. EPA funds for this program may only be used for participant support cost payments, scholarships, tuition remission and other forms of student aid for citizens of the United States, its territories, or possessions, or for individuals lawfully admitted to the United States for permanent residence.
2. The recipient and program participants are responsible for taxes, if any, on payments made to or on behalf of individuals participating in this program that are allowable as participant support costs under 2 CFR 200.1 or [2 CFR 200.456](#) and scholarships and other forms of student aid such as tuition remission under [2 CFR 200.466](#). EPA encourages recipients and program participants to consult their tax advisers, the U.S. Internal Revenue Service, or state and local tax authorities regarding the taxability of stipends, tuition remission and other payments. However, EPA does not provide advice on tax issues relating to these payments.
3. Participant support cost payments, scholarships, and other forms of student aid such as tuition remission are lower tiered covered Nonprocurement transactions for the purposes of [2 CFR 180.300](#) and EPA's Suspension and Debarment Term and Condition. Recipients, therefore, may not make participant support cost payments to individuals who are excluded from participation in Federal Nonprocurement programs under [2 CFR Part 180](#). Recipients are responsible for checking the eligibility of program participants in the System for Award Management (SAM) or obtaining eligibility certifications from the program participants.

See [EPA Guidance on Participant Support Costs](#).

E. PAPERWORK REDUCTION ACT

Notwithstanding any references to collection of information in the recipient's application or proposal for EPA funding, the scope of work for this cooperative agreement does not include a survey or other information collection of identical information from 10 or more parties. No EPA funds (directly paid by EPA or from the recipient's cost share) may be used for the design or administration of such an information collection, and EPA personnel may not participate in such activities. Reasonable costs for analyzing independently collected information and publishing the results of such information collections are allowable to the extent authorized in the EPA approved budget for this agreement.

F. REPORTING REQUIREMENTS

Progress reports and a Final Technical Report will be required of the grant recipients. The progress reports will be submitted to the EPA Project Officer within thirty days after each reporting period, as defined by the EPA Project Officer. These reports shall cover work status, work progress, difficulties encountered, preliminary data results, a discussion of expenditures and a statement of activity anticipated during the subsequent reporting period. A comparison of

the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included. The report shall also include any changes of key personnel concerned with the project. The reports shall include a report out on the progress towards meeting the outputs, outcomes and measures as described in Section I.D. (Measuring Environmental Results: Anticipated Outputs and Outcomes). EPA will provide to the grant recipients reporting tables and spreadsheets (see reporting templates at Reporting Templates for P2 Grants). The reports must also document the P2 approaches identified, developed, and implemented, lessons learned and how the project is meeting the national measures. EPA will use the information to determine if workplan requirements are being met and to build a repository of P2 lessons learned that can be widely shared and replicated. The grant recipient must submit the Final Technical Report within 120 calendar days of the close of the grant project period.

G. SUBSTANTIAL INVOLVEMENT

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer and/or the Technical Contact may include:

- 1.) monthly telephone calls and other monitoring, and/or communication via email
- 2.) reviewing project phases and providing approval to continue to the next phase,
- 3.) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 4.) approving substantive terms included in contracts or subawards (EPA's Project Officer nor Technical Contact will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).
- 5.) reviewing and commenting on the programmatic progress reports
- 6.) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer nor Technical Contact will not suggest, recommend or direct the recipient to select any individual).
- 7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

H. TRAVEL FUNDS

Travel may be integral to the purpose of the proposed project (e.g., inspections) or related to proposed project activities (e.g., attendance at meetings). Grant recipients should set aside a small percentage from their SRA grant award to attend and participate in P2-related regional conferences, roundtables or national meetings. These events are an excellent way to: exchange information, gather resources on best practices, learn techniques to perform effective outreach

with businesses, hear lessons learned from fellow P2 practitioners and build relationships with others in the P2 community. Only include travel costs for employees in the travel category. Travel costs do not include: (1) costs for travel of contractors (including individual consultants), which are included in the “Contractual” category; (2) travel costs for employees of subrecipients under subawards, and non-employee program participants (e.g., trainees) which are included in the “Other” category.

I. USE OF LOGOS

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the [University of IL ('The City')] received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

- 1.) monthly telephone calls and other monitoring, and/or communication via email
- 2.) reviewing project phases and providing approval to continue to the next phase,
- 3.) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 4.) approving substantive terms included in contracts or subawards (EPA's Project Officer nor Technical Contact will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).
- 5.) reviewing and commenting on the programmatic progress reports
- 6.) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer nor Technical Contact will not suggest, recommend or direct the recipient to select any individual).
- 7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.