

DELEGATION AGREEMENT BETWEEN THE VERMONT AGENCY OF NATURAL RESOURCES AND THE TOWN/CITY/VILLAGE OF _____

This Delegation Agreement (“Agreement”) between the Town/City/Village of _____ (“Town/City/Village”) and the Vermont Agency of Natural Resources (“Agency”) delegates authority from the Agency to the Town/City/Village to administer the Wastewater System and Potable Water Supply Rules, Chapter 1 of the Environmental Protection Rules (“Wastewater Rules”) to the extent provided herein.

Duration and Amendment of Agreement

1. This Agreement shall not expire.
2. The Town/City/Village may seek voluntary termination of this Agreement and revocation of the authority delegated herein by providing written notification to the Agency 90 days prior to the date the Town/City/Village requests termination of the Agreement.
3. The Agency may terminate this Agreement and revoke the authority delegated herein pursuant to the revocation process established in the Wastewater Rules.

Delegation of Authority

4. Pursuant to 10 V.S.A. § 1976 and the Wastewater Rules, and subject to the obligations set forth in this Agreement, the Agency delegates to the Town/City/Village the authority to implement within the Town/City/Village’s municipal boundaries the provisions of 10 V.S.A., Chapter 64, except §§ 1975, 1976, and 1978, through administration of all provisions of the Wastewater Rules effective September 29, 2007, and its subsequent revisions, except those provisions addressing declaratory rulings, administrative reconsideration of permitting decisions, approvals of innovative/alternative systems and components, delegation, and designer licensing.
5. Pursuant to 10 V.S.A. § 1976 and the Wastewater Rules, the Agency also delegates to the Town/City/Village the authority to initiate enforcement action against a person, in accordance with 10 V.S.A., Chapter 201, for violations of Town/City/Village-issued permits or for violations of the Wastewater Rules within the Town/City/Village’s municipal boundaries.
6. This Agreement does not delegate authority to hear and determine requests for declaratory rulings or approvals of innovative/alternative systems and components pursuant to the Wastewater Rules. This Agreement does not delegate authority to further delegate the authority delegated herein or establish requirements for designer licensing. The Town/City/Village may develop a process for administrative reconsideration of permitting decisions.

Town/City/Village Obligations

7. The Town/City/Village shall administer all portions of the Wastewater Rules the Town/City/Village is delegated authority to administer pursuant to this Agreement in a manner that conforms with the Wastewater Rules, including following the processes included in the Wastewater Rules and identifying appropriate Town/City/Village officials where the Wastewater Rules identify the Secretary or Agency staff.
8. The Town/City/Village personnel issuing permits pursuant to the Wastewater Rules shall be persons licensed by the Office of Professional Regulation in the State of Vermont as wastewater system and potable water supply designers or licensed by the Board of Professional Engineering as engineers practicing within the scope of his or her engineer specialty with the endorsement of “ANR Soil Compliant.” Such personnel shall perform the same overall functions that the Regional Engineers, Assistant Regional Engineers, and Environmental Technicians perform for the Agency.
9. In reviewing permit applications and administering the Wastewater Rules, the Town/City/Village personnel shall apply the procedures and practices adopted by the Agency that interpret the Wastewater Rules and may consult with the local Regional Engineer.
10. The Town/City/Village shall require the personnel who administer the Wastewater Rules to attend Department of Environmental Conservation training programs, seminars, and meetings related to the administration of the Wastewater Rules that the Agency requires Regional Engineers and Assistant Regional Engineers to attend.
11. The Town/City/Village shall include in each permit issued pursuant to the Wastewater Rules standard conditions that are provided by the Agency.
12. The Town/City/Village shall be the custodian of all records obtained or created in administering the Wastewater Rules pursuant to this Agreement and shall maintain the records in conformance with the records schedules adopted by the Agency that would control the disposition of such records were the Agency the custodian of such records.
13. The Town/City/Village shall make electronic copies of all documents received or prepared during the course of an application review that were used to make a decision on the particular application, including the complete application and the final decision, available in a web-based format so that they may be examined from remote locations by the Agency and members of the public.
14. The Town/City/Village shall maintain and operate an electronic tracking system for applications and permitting decisions that includes the applicant’s name, address, and phone number; a project description; design flow for the potable water supply and wastewater system; application receipt date; the date the Town/City/Village deems the application to be administratively complete; date(s) of correspondence from Town/City/Village personnel to the applicant seeking additional application information

during the review of an administratively complete application; date(s) for the receipt of additional information from the applicant; and date of the final decision.

15. The Town/City/Village personnel administering the Wastewater Rules shall encourage each applicant at the time of filing an application, or prospective applicant prior to filing an application, to contact an Agency Permit Specialist at the local Regional Office to request a project review sheet identifying what state permits may be required for the proposed project.
16. For each application received, the Town/City/Village shall submit a request to the Agency Permit Specialist assigned to the local Regional Office to assign a Project Identification Number (PIN) to the application. The Town/City/Village shall enter the PIN into their electronic tracking system.
17. The Town/City/Village shall process petitions for revocation of Town/City/Village-issued permits pursuant to the procedure in the Wastewater Rules. If a hearing is conducted, the Town/City/Village shall provide the Agency with the status of assistant to the hearing officer and the opportunity to comment on the proposed final decision prior to its issuance.
18. The Town/City/Village shall submit an annual report to the Agency by January 15 of each calendar year that lists the number of applications received, the number of permits or denials issued, the number of permits issued that include the use of innovative/alternative systems or components, the number of annual inspection reports received for permits issued that include innovative/alternative systems or components, the average in-house application processing time, and the average application processing time from the date of receipt of an application to the date of the final decision.
19. The Town/City/Village shall take timely and appropriate enforcement for violations of Town/City/Village-issued permits and for violations of the Wastewater Rules within the Town/City/Village's municipal boundaries.
20. The Town/City/Village shall allow the Agency to enter the Town/City/Village's property during normal working hours to review records related to the Town/City/Village's administration of the Wastewater Rules. The Agency may perform such audits to assure that the Town/City/Village's administration complies with the Wastewater Rules, to perform quality control, to gather information, or to investigate a complaint received in reference to the Town/City/Village's administration of the Wastewater Rules.
21. The Town/City/Village shall be responsible for all costs of administering the Wastewater Rules as delegated in this Agreement, including staff salaries and benefits, transportation costs, and internal administrative expenses, other than the costs for those services the Agency has agreed to provide pursuant to this Agreement.

Agency Obligations

22. The Agency shall provide the Town/City/Village with procedures and practices adopted by the Agency that interpret the Wastewater Rules.
23. The Agency shall provide the Town/City/Village with a list of standard conditions to be included in permits issued pursuant to the Wastewater Rules. The Agency may revise, delete, or add standard conditions to be include in permits issued pursuant to the Wastewater Rules at any time and shall provide the Town/City/Village with such changes when they are made.
24. The Agency shall provide the Town/City/Village with the records schedules adopted by the Agency that control the disposition of records obtained or created in administering the Wastewater Rules.
25. The Agency shall provide the Town/City/Village with notice of Department of Environmental Conservation training programs, seminars, and meetings related to the administration of the Wastewater Rules.
26. If the Agency conducts an audit of the Town/City/Village's administration of the Wastewater Rules, the Agency shall meet with the Town/City/Village no later than June 30 of the following year to discuss the findings of the audit.
27. The Agency, after consultation with the Town/City/Village, may institute enforcement proceedings against a person for violations of the Wastewater Rules within the Town/City/Village's municipal boundaries when the Town/City/Village does not or cannot address non-compliance or when the Secretary determines that enforcement is necessary to protect human health and the environment. Under these circumstances, the Secretary may take all actions authorized under 10 V.S.A., Chapters 201 and 211.

Permit Fees and Enforcement Penalties

28. The Town/City/Village shall retain permit review fees for all Town/City/Village-issued permits and shall retain all penalties collected from enforcement actions taken by the Town/City/Village pursuant to this Agreement.
29. The State of Vermont shall retain penalties collected from enforcement actions taken by the State within the Town/City/Village's municipal boundaries.

Interpretation of this Agreement

30. No provision in this Agreement shall be construed to violate or conflict with the statutes and rules that form the basis for this delegation.
31. No provision in this Agreement shall not be construed to diminish the Town/City/Village's authority under other laws.

32. No provision in this Agreement shall be construed to relieve the Town/City/Village from compliance with all applicable state and federal laws and regulations.

For the Town/City/Village of _____:

_____, Selectboard/City Council/Village Trustees Chair _____
Town/City/Village of _____ Date

For the Secretary of the Agency of Natural Resources:

Emily Boedecker, Commissioner _____
Department of Environmental Conservation Date