

Milton Special Selectboard Meeting

February 29, 2016 Immediately Following Town's Portion of Pre Town Meeting at 6 PM
Milton High School Library
17 Rebecca Lander Drive, Milton, VT 05468

Use of cell phones is prohibited during the meeting. Please shut them off or silence them.

AGENDA

- I. Call to Order
- II. Flag Salute
- III. Agenda Review
- IV. Public Forum
A Public Forum will be limited to five minutes per person. All participants must sign in and clearly state their name. No action will be taken on items raised until a subsequent meeting (if action is needed by the Selectboard).
- V. New Business and Department Items
 - A. Grant Agreement for Cathedral Square Senior Housing Project
Consider Approval
Donna Barlow Casey, Town Manager
- VI. Executive Session per V.S.A. Title 1 Section 313
- VII. Possible Action- Contract with Financial Consultant
- VIII. Possible Action- Contract with Consultant for Town Core TIF District Analysis
- IX. Adjournment

Posted February 26, 2016 on the official bulletin board in the lobby of the Municipal Building to the Town Website emailed to the Burlington Free Press, Milton Independent, Lake Champlain Access Television, Fox 44 News, WPTZ, WCAX, and posted in two other places within the Town of Milton and filed with the Town Clerk.


Signed: Donna Barlow Casey, Town Manager



TOWN OF MILTON, VERMONT

Donna Barlow Casey, Town Manager • 43 Bombardier Road, Milton, VT 05468-3205
dbarlowcasey@town.milton.vt.us • Telephone 802-893-6655 • Fax: 802-893-1005

MEMORANDUM

DATE: February 26, 2016

TO: Selectboard

FROM: Donna Barlow Casey 

RE: Executing Cathedral Square Grant Agreement and related contract

Recommended Actions: 1) Move to adopt the Grant Agreement Resolution (Form PM-1) accepting and agreeing to the terms and conditions of a State of Vermont Agency of Commerce and Community Development (VCDP) grant agreement for \$560,000 for a deferred loan which is to be sub-granted to Cathedral Square Corporation for the development of Milton Senior Housing.

2) Approve and sign contract for General Administration and Program Management responsibilities between the Town and Cathedral Square for this project.

The above items are required to be submitted before March 11, 2016.

History:

On March 16, 2015, the Milton Selectboard adopted a resolution (provided in packet) and voted unanimously to authorize the Vermont Community Development Program Grant Application for the above noted deferred loan for the development of Milton Senior Housing. Cathedral Square Corporation intends to develop, own and manage 30 units of senior housing. Will feature under building parking. Support services provided. Called a 30 year 0% loan for tax credit purposes, but is a grant from the State to the Town.

It will be taxable property and not subject to Interim Zoning.

RESOLUTION FOR VCDP GRANT APPLICATION AUTHORITY

Single Applicant

WHEREAS, the Town of Milton (hereinafter "Applicant") is applying for a Grant under the Vermont Community Development Program; and

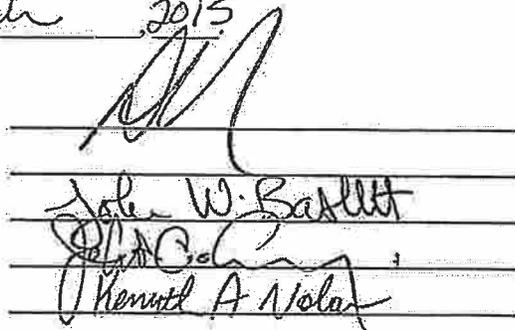
WHEREAS, it is necessary that an application be made and agreements be entered into with the State of Vermont. Now, THEREFORE, BE IT RESOLVED as follows:

1. that Applicant possesses the legal authority as defined in the State Act [10 VSA §683(8)] to apply for the grant and to administer the program; and
2. that Applicant apply for a grant under the terms and conditions of said program and agree hereby to enter into Certifications and Assurances there of; and
3. the Applicant has a duly adopted and current Municipal Plan February 18, 2013 (Date Adopted) and that the project is consistent with said plan; and
4. the Applicant has received documentation from the Regional Planning Commission that the project is consistent with the "Regional Plan; and
5. that Miranda Lescaze, Cathedral Square is hereby authorized to be Contact Person and as such to provide, on behalf of Applicant, all documents and information necessary for the completion of said application and to provide such coordination as may be necessary for said application; and
6. that (Name) Paul Bohne Title Interim Town Manager who is either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is the Town Manager, the City Manager, or the Town Administrator, is hereby designated to serve as the Authorizing Official (AO) for the Grants Management On-line System, Intelligrants; and
7. that it is understood that, if the application is funded, the receipt of VCDP funds, as federal funds passed through the State of Vermont, may require that an audit of the Applicant be conducted under the provisions of the Single Audit Act, as amended, and that VCDP funds may be used to fund only a limited portion of the audit cost.

Passed this 16th day of March, 2015

LEGISLATIVE BODY

Darren Adams, Chair
Stuart King, Vice Chair
John Bartlett
John Cushing
Kenneth Nolan



John W. Bartlett
Paul Bohne
Kenneth A Nolan

The above resolution is a true and correct copy of the resolution as adopted at a meeting of the Legislative Body held on the 16 day of March, 2015, and duly filed in my office.

IN WITNESS WHEREOF, I hereunto set my hand this 17 day of March, 2015
Sheryl M. Prince
 Clerk Signature

GRANT AGREEMENT RESOLUTION - SINGLE GRANTEE

Form PM-1

WHEREAS, the (check one) Town City Village of _____ has applied for funding under the Vermont Community Development Program, as provided for in 10 VSA Ch. 29, and has received an award of funds under said provisions; and

WHEREAS, the Agency of Commerce and Community Development has tendered a Grant Agreement # 16-2014-MILTON-00011 to this municipality for said funding;

Now, THEREFORE, BE IT RESOLVED as follows:

- 1) that the legislative body of this municipality accepts and agrees to the terms and conditions of said Grant Agreement;
- 2) that (Name) _____ Title _____ is hereby designated as the person with overall Administrative responsibility for the VCDP activities related to this Grant Agreement; and
- 3) that (Name) Donna Barlow Casey Title Town Manager who is either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is the Town Manager, the City Manager, or the Town Administrator, hereby designated as the Authorizing Official (AO) to execute the Grant Agreement and other such Documents as may be necessary to secure these funds.

Passed this 29th day of February, 2016.

LEGISLATIVE BODY

(Typed Name)	(Signature)
<u>Darren Adams</u>	_____
<u>John Bartlett</u>	_____
<u>John Cushing</u>	_____
<u>Kenneth Nolan</u>	_____
_____	_____

For Agency Use:

Processed By: _____ Date: _____

STATE OF VERMONT GRANT AGREEMENT

Part 1 - Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: IG-2014-Milton-00011 ² Original Amendment # _____

³ Grant Title: Milton Senior Housing

⁴ Amount Previously Awarded: \$ 0.00 ⁵ Amount Awarded This Action: \$ 560,000.00 ⁶ Total Award Amount: \$ 560,000.00

⁷ Award Start Date: 6/11/2015 ⁸ Award End Date: 3/31/2018 ⁹ Subrecipient Award: YES NO

¹⁰ Vendor #: 40134 ¹¹ Grantee Name: Town of Milton

¹² Grantee Address: 43 Bombardier Road

¹³ City: Milton ¹⁴ State: VT ¹⁵ Zip Code: 05468-3205

¹⁶ State Granting Agency: Agency of Commerce and Community Development-DHCD ¹⁷ Business Unit: 07110

¹⁸ Performance Measures: YES NO ¹⁹ Match/In-Kind: \$7,670,125 Description: See Attachment B - Payment Provisions and Project Budget, 4. Sources and Uses

²⁰ If this action is an amendment, the following is amended:
 Amount: Funding Allocation: Performance Period: Scope of Work: Other:

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee DUNS #: 006615041 ²² Indirect Rate: N/A ²³ FFATA: YES NO

²⁴ Grantee Fiscal Year End Month (MM format): 6/30 _____ %
 (Approved rate or de minimis 10%) ²⁵ R&D:

²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
14.228	Community Development Block Grant (CDBG)	\$0.00	\$560,000.00	\$560,000.00	8.15.DC.50.0001	8/2015	\$560,000.00
³⁹ Federal Awarding Agency: U.S. Department of Housing and Urban Development (HUD)			⁴⁰ Federal Award Project Descr: CDBG				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		\$0.00	\$560,000	\$560,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME: Claire Forbes
 TITLE: Community Development Specialist
 PHONE: 802-828-1256
 EMAIL: Claire.Forbes@vermont.gov

GRANTEE

NAME: Miranda Lescaze
 TITLE: Developer, Cathedral Square Corporation
 PHONE: 802-861-3540
 EMAIL: lescaze@cathedralsquare.org

- 1. **Parties:** This is a Grant Agreement between State of Vermont Agency of Commerce and Community Development (hereinafter called "State" or "Agency") and Town of Milton with principal place of business at 43 Bombardier Road, Milton VT 05468 (hereinafter called "Grantee"). It is the grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee is required to have a Vermont Department of Taxes Business Account Number. The grantee is required by law to have a Federal ID# and it is 03-6000573.
- 2. **Subject Matter:** The subject matter of this Grant Agreement is Community Development Block Grant.
- 3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
- 4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
- 5. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
- 6. **Attachments:** This Grant consists of 26 pages including the following attachments that are incorporated herein:

- Attachment A – Scope of Work To Be Performed and Special Conditions
- Attachment B – Payment Provisions and Project Budget
- Attachment C – Customary State Grant Provisions
- Attachment D – Other Provisions (CDBG Standard Provisions)
- Attachment E – Certifications

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:

By the Grantee:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Noelle MacKay, Commissioner
 Department of Housing and Community Development
 for
 Patricia Moulton, Secretary
 Agency of Commerce and Community Development

Name: Donna Barlow Casey, Town Manager
 Town of Milton

SCOPE OF WORK AND SPECIAL CONDITIONS

(A) Definitions - The following definitions shall apply throughout:

- Administrator:** Town of Milton
Cathedral Square Corporation (CSC), 412 Farrell St., Suite 100
South Burlington, VT 05403-4466 (DUNS # 098350291 and
Federal ID # 03-0264362)
- Program Manager:** Cathedral Square Corporation
- Borrower:** Elm Place Limited Partnership, 412 Farrell St., Suite 100 South
Burlington, VT 05403-4466 (DUNS # 080033106 and Federal ID
47-4956814)
- Program Income (PI):** As defined at 24 CFR 570.489(e)

(B) Project Description:

The Grantee shall provide a deferred loan of VCDP funds together with Other Resources, as set out in the *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses*, to (Limited Partnership) at 0% for thirty years. Cathedral Square Corporation (CSC) will develop, own, and manage 30 new units of service-enriched affordable senior housing. The Milton Senior Housing project (Elm Place) is located at 60 Bombardier Road, Milton, VT 05468-3205.

The 30 one-bedroom units will be 600-635 square feet and rents will range from \$768-\$1,000 per month. Rents will include utilities and residents will pay for their own cable and telephone. The proposed development will be a SASH site (Support And Services at Home) and is served by municipal sewer and water systems, sidewalks, and public transportation. In addition to apartments, the development will include underbuilding parking, two elevators, a kitchen/dining area, a lounge, common space, a courtyard, office space for the nurse, laundry facilities, a gym, and an activity room. The grounds will include raised-bed gardens for residents. There will be two accessible units and 28 adaptable units using universal design principles, one of which is accessible to persons with audio/visual accessibility needs. The project will be built to Passive House standards where insulation and air sealing measures reduce drafts and temperature variances, which provides energy savings by holding the heat in the building in the winter and keeping it out in the summer.

Milton Senior Housing (Elm Place) will be centrally located in Milton's new downtown area which is surrounded by retail shops, pharmacies, restaurants, medical services, a senior center, a library, a post office, houses of worship, a park, and Town Hall. The town of Milton is fully supportive of this project because it contributes to the town's goal of creating a healthy mix of development to build a vibrant downtown. Currently, only one senior-only affordable housing site exists in Milton, Meadow Lane Apartments, and there are 66 persons on the waiting list.

(1) Acquisition – Housing (Activity #3001)

The Borrower will use Other Resources, as set out in the *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses*, to purchase three properties located at 60 Bombardier Road, Milton, VT 05468-3205.

(2) New Construction – Housing (Activity #3021)

The Borrower will use VCDP funds together with Other Resources, as set out in the *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses*, to construct 30 units of affordable senior housing, 28 of which will be available to people at or below 60% of median income.

(3) Program Management (Activity #3013):

The Borrower will use Other Resources, as set out in the *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses*, to perform Program Management including but not necessarily limited to, activities relating to securing release of funds under the environmental regulations, securing compliance with labor standards (including Davis-Bacon wage rates), permit assistance, procurement standards, contracts management, construction oversight and coordination, and legal services.

(C) General Administration (Activity # 5013)

The Grantee will use VCDP funds, as set out in *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses*, for the general administration of the grant. General administration responsibilities include, but are not limited to, activities relating to setting up and maintaining financial management records, completing progress reports, ensuring that the terms and conditions of this *Agreement* are carried out, and for eligible costs of audit.

(D) National Objective

The National Objective will be met through the construction of 30 units of new senior housing. Of the units constructed, 28 will be targeted at people earning at or below 60% of median income and two units will be market rate or available to people above 80% of median income.

Activity	National Objective	Performance Indicator(s)	Proposed
Housing – New Construction	Low & Moderate Income	Number of Units	30
		Number of Households	30
		Number of Low to Moderate Income Households	28
		Number of Persons Served	30
		Number of Low or Moderate Income Persons Served	28

(E) The following documents shall be filed with the Agency at the times specified:

- (1) Prior to the first requisition of funds under this Agreement, as required by **Attachment D, Section II(D)**, Grantee shall provide copies of the management forms and municipal policies or a certification that all required policies previously have been adopted and filed with the Agency.

- (2) Prior to the first requisition of funds, Grantee shall provide evidence of a firm commitment of Other Resources called for by **Attachment B, Section 4**.
 - (3) Prior to the first requisition of funds, a copy of the fully executed **Contract for Administrative Services and Program Management**.
 - (4) Prior to the first requisition of funds, a copy of the final executed **Loan and Security Agreement** between the Grantee and the Borrower, together with such other documents as may be required to secure compliance with the conditions of the loan. Such Loan and Security Agreement shall require, at a minimum, that Borrower secure its obligations thereunder by providing Grantee a mortgage on the real property.
 - (5) Prior to executing the **Contract for General Administration and Program Management and the Loan and Security Agreement** with the **Administrator, Program Manager, and Borrower**, Grantee shall ensure that the **Administrator, Program Manager, and Borrower** have obtained DUNS numbers with the D&B D-U-N-S Request Service at <http://fedgov.dnb.com/webform/displayHomePage.do> and Grantee shall provide evidence of registration to the System for Award Management (“SAM”) at www.sam.gov to the Agency.
 - (6) Prior to the first requisition of funds, certification that all permits needed for the project have been identified and those needed to commence activities have been secured.
 - (7) Prior to the first requisition of funds, the Grantee shall provide an opinion of counsel, satisfactory to the Agency, that each of the documents provided pursuant to Paragraphs (E)(3) through (4) hereof is a legal, valid, and binding instrument, enforceable in accordance with its terms; that such documents meet the requirements of this Agreement and provide for use of the VCDP funds in compliance with this Agreement; and that the **Borrower** has met all conditions required under such documents which must predate the first requisition.
 - (8) Prior to the first requisition of funds, the Grantee shall provide an update on the Section 8 Project Based voucher swap.
 - (9) Prior to the receipt of Program Income or the Completion Date, whichever is sooner, the Grantee must inform the Agency whether Grantee will be entering into a Closeout Agreement with the Agency or whether it will be assigning the loan to a Non-Profit Community Development Organization approved by the Agency.
- (F) Grantee shall comply and shall require **Borrower** to comply with all conditions set forth in the Environmental Review Release Letter dated October 12, 2015, and shall **upload** documentation demonstrating compliance.
- (G) The **Administrative Services and Program Management Contract** between Grantee and Administrator/Program Manager shall carry provisions which incorporate by reference this Agreement and include, at a minimum, the applicable provisions of “Sample Contract for Administrative Services and Program Management” (*VCDP Grants Management Guide*).
- (H) The **Loan and Security Agreement** between the Grantee and the Borrower shall carry provisions which incorporate by reference this Agreement and include, at a minimum, the applicable provisions of sample “Loan and Security Agreement” (*VCDP Grants Management Guide*, Chapter 4) and language to provide for the following:

- (1) Require Borrower to certify that, as of the date of execution of the **Loan and Security Agreement** the organization is authorized to do business in the State of Vermont.
- (2) Require Borrower to certify that, as of the date of execution of the **Loan and Security Agreement**, the organization is in good standing with respect to, or in full compliance with a plan to pay, any and all federal, state and local taxes.
- (3) Require Borrower to certify that, as of the date of execution of the **Loan and Security Agreement**, the organization is current on or is in full compliance with a plan to pay, any and all financial obligations.
- (4) Require Borrower to certify that, as of the date of execution of the **Loan and Security Agreement**, the organization is not listed in the Exclusions portion of Performance Information in the System for Award Management (“SAM”) at www.sam.gov; nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.
- (5) Require Borrower to certify that, as of the date of execution of the **Loan and Security Agreement**, all permits needed for the project have been identified and those needed to commence activities have been secured.
- (6) Require Borrower to provide a firm commitment of all Other Resources.
- (7) Require Borrower to secure its obligations hereunder by providing Grantee a mortgage and promissory note on the real property.
- (8) Require the Borrower to comply with Section 3 requirements in accordance with 24 CFR 135 to provide economic opportunities in connection with this project, to the greatest extent feasible, to low and very low income persons residing within the area in which the project is located and to Section 3 businesses. Section 3 requirements shall be included in bid documents, and “the Section 3 Clause” shall be attached to all contracts executed in connection with this project. For more information and the Section 3 Clause see [HUD Regulations](#).
- (9) Require Borrower to commit to meet the national objectives called for under the *Federal Act* by:
 - (a) achieving the benefits called for in Attachment B of this Agreement, and
 - (b) maintaining documentation as may be necessary to clearly demonstrate that said benefits have been met.
- (10) Require the Borrower, at a minimum, to secure its obligations under the **Loan and Security Agreement** by providing a copy of the perfected UCC financing statement(s).
- (11) Contain a provision that for a period beginning with the execution of the **Loan and Security Agreement**, and continuing for its term, Borrower shall obtain, pay for, and keep in force, insurance on the facility assisted using VCDP funds against such risks, in such amounts, and with an insurance carrier as may be reasonably acceptable to Grantee; and that such policy will contain a loss payable clause acceptable to the Grantee; and requiring the Borrower to furnish the Grantee satisfactory evidence of such insurance.

- (12) Require for a period of five (5) years from the Completion Date, compliance with the provisions of "Change of Use of Real Property," 24 CFR 570.489(j), including that timely notice shall be given to the Grantee and the Agency should there be the anticipation of a sale of all or a portion of the facility assisted using VCDP funds to any person or entity who will use it for any changed purpose, of discontinuance of operation of all or a portion of the facility, or of material alteration or expansion of its purpose or function, including the loss of affordability of the housing units. The Grantee shall have such remedies that are available under the law, up to and including full recovery of the VCDP funds.
- (13) Set the term of the Loan at 30 years, deferred, at 0% interest.
- (I) In conformance with **Standard Provisions § XIV, Program Income**, any program income generated by VCDP funds will be placed in a Revolving Loan Fund (RLF), managed by the Grantee or its designated regional nonprofit community development organization ("NCDO"), for support of future activities eligible under the Federal Act.
- (1) Said RLF shall, at a minimum, comply with the applicable provisions of the VCDP *Grants Management Guide*, Chapter 14 and Appendix A, Agency Procedures, Chapter 22.
- (2) Prior to the receipt of Program Income under this Agreement or the Completion Date, whichever is sooner, Grantee must inform the Agency whether it will be entering into a Closeout Agreement with the Agency or whether it will be assigning the loan to a certified NCDO, approved by the Agency, which will enter into a new, or amend an existing, Closeout Agreement with the Agency.
- (3) The use of Program Income from the RLF shall be governed by a Closeout Agreement between the Grantee, or its designated NCDO, and the Agency, as set out below in Paragraph J.
- (J) A **Closeout Agreement** between the Grantee, or its designated NCDO, and the Agency specifying how Program Income is to be used shall be executed prior to the withdrawal or disbursement of funds from the RLF or the issuance by the Agency of a Certification of Program Completion, whichever is sooner. It is understood and agreed that the Federal Act requires that Grantee record, track, and report Program Income for as long as such exists.
- (1) Closeout Agreements shall be in substantially the same form as contained in the Grants Management Guide in effect at the beginning of the Fiscal Year in which it is executed.
- (2) The return to the Agency of any income generated under a Closeout Agreement, whether as an assessment or as a recapture of inactive funds, shall be governed by the provisions of the *Agency Procedures* in effect at the beginning of the Fiscal Year in which the income is first received.
- (K) The Grantee shall, as part of the Final Program Report, as well as under the Closeout Agreement, secure from the Borrower, on an annual basis, the actual operating statements on the project. These statements will be used for comparison purposes with the assumptions made in the pro-forma Net Cash Worksheet dated December 29, 2015, submitted subsequent to submitting the application, and labeled ELM PLACE, Milton, VT.

PAYMENT PROVISIONS AND PROJECT BUDGET

1. Payment Requisitions

The Agency will process requisitions on or about the first and fifteenth of the month. Grantee must submit requisitions a minimum of seven (7) business days prior to processing.

Grantee shall submit requisition requests through the Intelligrants Management System. For reimbursement for **Grantee's or Borrower's personnel**, the supporting documentation must detail the expenditures by identifying the personnel, the time worked, the rate being charged per each respective individual, and a description of the work that was performed. For any other costs that are billed directly to **Grantee or Borrower**, Grantee shall identify the expenditures and attach copies of supporting invoices.

2. Reporting Requirements

The Grantee shall submit Progress and Financial Reports through the Intelligrants Management System **annually** to the Agency detailing the status of the **Borrower's** work and the status of the Project, and in particular the activities described in Attachment A. The First Reporting period shall end **December 31, 2016** and the report shall be due no later than **January 30, 2017**. All subsequent reports shall be due no later than thirty (30) days following the end of the reporting period.

The Grantee shall develop an overall financial management system sufficient to demonstrate the tracking of all expenditures and receipts.

3. General Provisions

In no event will the total funds provided by the Agency exceed the Total Award. Any additional funds required to complete the activities set forth in this Agreement will be the responsibility of the Grantee.

4. Sources and Uses

The Other Resources total \$7,670,125 derived as follows:

Other Resources	Type	Amount	Status
Capital Campaign (CC) - TD Charitable Foundation	Cash Equity	\$100,000	Committed
Efficiency Vermont (EVT)	Grant	\$75,000	Committed
Efficiency Vermont (EVT) - EVT special for Passive House	Equity	\$35,000	Committed
Fees (FEES) - Deferred Fee	Loan	\$75,000	Committed
HOME Investments Partnerships (HOME)	Deferred Loan	\$357,000	Committed
Low Income Housing Tax Credit (LIHTC)	Equity	\$6,323,625	Committed
Vermont Housing & Conservation Board (VHCB)	Deferred Loan	\$550,000	Committed
Housing & Conservation Board - Feasibility (VHCB-F)	Grant	\$7,500	Committed
Housing & Conservation Board - Feasibility (VHCB-F) - VHCB	Grant	\$2,500	Committed
Other (Other) - Commons Energy	Loan	\$100,000	Committed
Other (Other) - Enterprise Community Partners	Grant	\$10,000	Committed
Other (Other) - Housing Assistance Council	Grant	\$4,500	Committed
Other (Other) - VCDP Planning Grant	Grant	\$30,000	Committed

Activity	Program Area	Code	VCDP Amount	HOME	VHCB	LIHTC	EVT	CC	FEES	Other	VHCB-F	Total Activity Costs
Acquisition - Real Property	Housing	3001	\$0		\$266,400						\$7,500	\$273,900
Program Management	Housing	3013	\$0	\$209,000	\$283,600	\$1,420,101	\$35,000		\$75,000	\$57,200	\$2,500	\$2,082,401
New Construction	Housing	3021	\$554,000	\$148,000		\$4,903,524	\$75,000	\$100,000		\$87,300		\$5,867,824
General Administration	Housing	5013	\$6,000									\$6,000
Total Costs			\$560,000	\$357,000	\$550,000	\$6,323,625	\$110,000	\$100,000	\$75,000	\$144,500	\$10,000	\$8,230,125
Percentage of Total			7%	4%	7%	77%	1%	1%	1%	2%	0%	

5. Funding Sources for Project

Federal Funds: 88%; State/Local Funds: 8%; Private Funds: 4%

**STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS (3/1/2015 Version)**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to

cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance

of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
13. **Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
14. **Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
 - a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
16. **No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

OTHER PROVISIONS (CDBG STANDARD PROVISIONS)

I. Subject Matter:

(A) This Agreement is funded, in whole or in part, through a grant provided to the Agency by the United States Department of Housing and Urban Development (HUD) under Title I of the federal Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5301 *et seq.* (the "Federal Act"). Pursuant to the Federal Act, the State of Vermont has elected to administer the federal program of Community Development Block Grants (CDBG) through the Agency. The Agency, in accordance with the provisions of the Vermont Community Development Act, 10 V.S.A. chapter 29 (the "State Act"), has awarded VCDP funds for the purpose of supporting the Grantee's community development program. This Agreement shall be governed by all applicable provisions, as amended, contained in the Federal Act, the State Act, and the Grants Management Guide, including the Agency Procedures contained therein, whether specifically referred to in this Agreement or not.

II. Obligations of Grantee.

(A) Agreements to be in Writing. The activities required by this Agreement shall be performed by the Grantee or one or more subrecipients, such as a subgrantee or borrower, or one or more third parties such as a contractor or subcontractor, pursuant to one or more written contracts consistent with this Agreement. When the term "subrecipient" is used herein it shall mean a person or entity that receives a subgrant or loan from the Grantee hereunder to contribute to the achievement of the National Objective set out in Attachment A.

(B) Liability of Grantee. The Grantee shall remain fully liable and obligated for compliance with this Agreement notwithstanding the subgranting, lending or contracting with any third party(s). The Grantee shall require any third party to comply with all applicable provisions of this Agreement, shall provide a copy of this Agreement to any such third party, and shall, when appropriate, attach and incorporate by reference this Agreement to any contract with such third party.

(C) Documents. The Grantee understands that the filing of documents with the Agency does not require that the Agency review and comment upon any such documents. It shall be the Grantee's sole responsibility. Filing of such documents with the Agency or use of model documents provided by the Agency shall in no way diminish Grantee's obligations hereunder.

(D) Municipal Policies and Forms.

(1) Grantee shall have duly adopted municipal policies as set forth below, and shall file copies of such policies with the Agency:

- (a) Equal Employment Opportunity
- (b) Fair Housing
- (c) Use of Excessive Force
- (d) Use of VCDP Funds for Federal Lobbying
- (e) Drug-Free Workplace
- (f) Code of Ethics
- (g) Subrecipient Oversight Monitoring Policy

The Grantee may have previously adopted the above policies and filed copies of the same with the Agency. No duplicate filing shall be required if Grantee certifies such facts.

- (2) Grantee shall duly adopt and file the following with the Agency: Form PM-1:
Resolution to Accept the Grant Agreement

(E) Public Hearing. The Grantee shall hold a public hearing prior to the Completion Date to afford its residents the opportunity to review and comment on the program results and overall performance. The hearing shall be publicly warned at least fifteen (15) days in advance, stating the purpose of the hearing, with the notice appearing in a newspaper of general circulation in the municipality. Written minutes and a summary of public comments shall be filed with the Agency with the Final Program report.

(F) Publicity. If the Grantee or Subrecipient issues a press release or public communication pertaining to the Project assisted by this Agreement, it shall include a statement that the project is funded by a VCDP grant awarded by the Agency of Commerce and Community Development, and shall reference the Total Award amount. Any construction sign posted at the Project Site shall identify that funding is provided by the U.S. Department of Housing and Urban Development through a VCDP grant awarded by the Agency of Commerce and community Development.

(G) Continuing Obligations. Grantee's obligations under Sections XI (Monitoring and Reporting), XII (Audits), XIII (Completion Certificate) and XIV (Retention of and Access to Records) shall survive the termination of this Agreement.

III. Program Costs.

(A) Allowable Costs. The Grantee may incur only such costs as are reasonable and necessary for the Project and are allocable and allowable under the Agency Procedures, Chapters 5 through 7. Expenditures not specifically authorized may not be incurred without prior written approval by the Agency.

(B) Cash-in Kind. Cash and cash-in-kind contributions made by the Grantee shall follow the criteria established by the Agency Procedures, Chapter 8.

- (C) Impermissible Expenditures Pending Environmental Review. The Grantee shall not incur costs for Project activities, except as provided in Subparagraph (D) below, until the Environmental Review required by §104(g) of the Federal Act has been completed and the Agency has issued the "Notice of Release of Funds."
- (D) Allowable Expenditures Pending Grant Agreement. As of the Award Date (Award Start Date), reasonable costs may be incurred for Environmental Studies, Planning, General Administration, Program Engineering and Design, and Public Information. Any Project activities performed by the Grantee in the period between the Award Date and the execution of this Agreement shall be performed at the sole risk of the Grantee.
- (E) Completion Date. All costs other than general administration must be obligated or expended prior to the Completion Date (Award End Date), and must be liquidated or paid within thirty (30) days thereafter. No VCDP funds may be obligated after the Completion Date except for those General Administration activities required to prepare the Final Program Report, the Final Audit Report, and the Closeout Agreement.
- (F) Agency Review of Expenses. At any time during the performance of this Agreement, or upon receipt of the Final Program Report and the Final Audit Report, the Agency may review any or all costs incurred by the Grantee and any or all payments made. Upon such review the Agency shall disallow any items of expense which are determined to be in excess of approved expenditures and shall inform the Grantee of any such disallowance by written notice.
- (G) Disallowance of Expenses. If the Agency disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Agency may deduct and/or withhold the amount of disallowed costs from any future payments under this Agreement or require that such costs be refunded to the Agency.

IV. Requisition of VCDP Funds.

- (A) VCDP funds may be requisitioned as advances and/or reimbursements, except as provided in paragraph (C), below. The Grantee shall establish procedures to ensure that any VCDP funds in excess of \$5,000 are expended within ten (10) calendar days of receipt in Grantee's depository account, and shall ensure that any subrecipient shall conform to such procedures.
- (B) The Grantee shall not requisition VCDP funds for amounts that are withheld from contractors or subcontractors to assure satisfactory completion of the work. These amounts may be requisitioned when the Grantee makes final payment, including the amounts withheld.

- (C) The Secretary may suspend the requisition of advances should it be determined that the Grantee is unwilling or unable to establish and comply with procedures to minimize the time period between cash advances and disbursement. Payments to the Grantee shall then be made only as reimbursement for actual cash disbursements.
- (D) The Grantee shall expend VCDP funds on a pro rata basis with Other Resources, unless otherwise authorized by the Agency.
- (E) If VCDP funds are needed prior to their availability due to VCDP requirements or conditions, the Grantee and/or one of the project parties must seek bridge financing to meet any expenses that cannot be delayed. The expenditure of bridge financing must comply with all VCDP requirements, including the environmental review process.
- (F) If the project's non-general administration budget comes in under budget, VCDP funds in an amount proportionate to the unused portion of the total budget (VCDP fund and Other Resources) shall be returned to the Agency. Such amounts may not be reallocated to other activities.
- (G) If the project's general administration budget comes in under budget, the unused portion shall be returned to the Agency. The expenditure of VCDP funds for General Administration must be maintained at the ratio set out in the Project Budget, Attachment B.

V. Bank Accounts for VCDP Funds.

(A) Depository Accounts.

- (1) Funds disbursed pursuant this Agreement shall be deposited in a separate, non interest-bearing account, dedicated to VCDP funds, and held in the name of and under the ownership of the Grantee. Any interest earned on funds in the depository account shall be remitted to the State for subsequent return to the United States Treasury. Funds held in the depository account shall be under the control of the Grantee's treasurer, and shall be paid out only on orders drawn by officials authorized by law to draw such orders.
- (2) Accounts established in the name of the Grantee and into which Program Income or housing rehabilitation escrow funds are deposited shall conform to the requirements of subparagraph (A)(1) of this Paragraph, except that such accounts may be interest bearing.
- (3) All depository accounts shall be fully insured by the Federal Deposit Insurance Corporation (FDIC) or its equivalent. Any balance exceeding such coverage must be collaterally secured by U.S. Government obligations.

- (B) Fidelity Bond Requirements. All individuals who are authorized to deposit receipts and/or pay out funds from any of the accounts covered by this Paragraph shall have fidelity bond coverage in an amount commensurate with the total losses which might be incurred.
- (C) Other Accounts. The Grantee shall require that accounts involved with the activities covered by this Agreement which are established by Subrecipients or entities retained for the purposes of administration of this grant be secured as required in Subparagraph (A)(3) and that persons who are authorized to make deposits into or pay out funds from any such accounts have fidelity coverage as required in Subparagraph (B).

VI. Financial Management.

The Grantee shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used for or obtained under this Agreement. Such system shall:

- (A) Maintain separate accounting records and source documentation for the activities funded under this Agreement and provide accurate financial information in the Progress Reports and any other status reports in the form specified by the Agency;
- (B) Provide for accurate, current and complete disclosure of the financial status of the Program and for the expenditure of any Other Resources listed in the Project Budget, Attachment B;
- (C) Establish records of budgets, receipts, and expenditures for each activity and demonstrate the sequence and status of receipts, obligations, disbursements, and fund balance;
- (D) Be consistent with generally accepted accounting principles and support the program and/or single audit(s) requirements set forth in Agency Procedures, Chapter 21; and
- (E) Include a subrecipient monitoring policy that requires the Grantee to exercise oversight monitoring of grant funds that are disbursed to a sub-recipient, to ensure the funds are properly managed (See Agency Procedures, Chapter 19)

VII. Procurement Procedures.

- (A) The Grantee may use established procurement procedures which reflect applicable State and local laws and regulations, provided that these procedures meet the requirements of the standards set forth in the Agency Procedures, Chapter 10. This Agreement and the Agency Procedures shall in no way be construed to relieve the Grantee of contractual obligations outside of this Agreement.

(B) Conflict of Interest.

(1) In the procurement of supplies, equipment, construction, and services by the Grantee, all members of the legislative bodies, officers or employees of the Grantee, or their designees, Subrecipients, or agents, or other persons who exercise any functions or responsibilities with respect to the program shall be bound by the provisions of Agency Procedures, Chapters 9 and 10.

(2) The Grantee shall include or cause to be included, provisions covering conflict of interest consistent with the requirements of this Paragraph in all contracts with third parties.

(3) The Grantee shall not employ any employee of the Agency.

(C) The Grantee shall be responsible, in accordance with good administrative practices and sound business judgment, for the settlement of any contractual or other issues arising out of procurement obligations set forth herein.

(D) Prior to entering into agreements with third party recipients (contractor, subcontractor, architect, engineer, etc.), the Grantee and any subrecipient (subgrantee/borrower) shall ensure that each third party recipient of the funds provided under this Agreement is not included on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs (www.sam.gov) in accordance with Executive Orders 12549 and 12689; nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment> Documentation of compliance with this requirement shall be kept with other program documents and shall be available for review upon request.

(E) Compliance with Section 3 of the Housing and Urban Development Act of 1968. Grantee and Subgrantees/Borrowers shall ensure that when employment or contracting opportunities are generated because a Covered Project (for more information on what constitutes a Covered Project see link provided below) or activity necessitates the employment of additional persons or the awarding of contracts for work, preference shall be given to low- and very low-income persons or business concerns residing in the community where the project is located. Additional information on Section 3 compliance can be found at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3.

(F) Compliance with Davis-Bacon and Related Acts.

Grantee and Subgrantees shall ensure compliance with the Davis Bacon Act, including its prevailing wage and reporting requirements, for construction contracts paid with funds under this Agreement in excess of \$2,000.

Grantee and Subgrantees shall also ensure compliance with all other applicable federal labor requirements including the Copeland Anti-Kickback Act and the Contract Work Hours and Safety Standards Act. Additional information on these and other applicable Federal Labor Standards Requirements can be found in the Agency's Grants Management Guide, Chapter 7 at http://www.accd.vermont.gov/sites/accd/files/Documents/strongcommunities/cd/CDBG-DR1/grants_management/7%20Labor%20Standards.PDF and on HUD's website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/sech/13441.

VIII. Bonding Requirements.

- (A) For construction or facility improvement where the contract is for less than \$100,000, the Grantee may follow its established procedures. In the event Grantee has no established procedures in place, the requirements of subparagraph (B) hereof shall be met.
- (B) For contracts or subcontracts exceeding \$100,000, the provisions of the Agency Procedures, Chapter 11 on bonding requirements shall be followed. If bonds are required, they shall be in such form and amount as provided in the Agency Procedures, Chapter 11.

IX. Program Income.

Except as may be provided in Special Conditions (Attachment A), Program Income and Unrestricted Revenue generated by the use of funds granted pursuant to this Agreement will be administered in accordance with the policies set forth in Agency Procedures, Chapter 22.

X. Equal Opportunity and Americans with Disabilities Act.

No person shall on the ground of race, color, religion, national origin, sex, sexual orientation, gender identity, ancestry, place of birth, age, or physical or mental condition, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the activities covered by this Agreement.

XI. Monitoring and Reporting.

- (A) The Grantee shall monitor the activities covered by this Agreement, including those of contractors and subcontractors, to assure that all program requirements are met.
- (B) From time to time, as requested in writing by the Agency, the Grantee shall submit such data and other information as the Agency may require. The Grantee shall submit or cause the submission of progress and financial reports to the Agency in a format prescribed by the Agency and according to the schedule required by the Agency.
- (C) The Final Program Report shall be submitted as the report for the period which ends with the Completion Date. The Grantee shall submit a Final Program Report no later than

thirty (30) days following the Completion Date. Evidence of a public hearing held in conformance with Paragraph X of this Agreement shall be filed with the Agency as part of the Final Program Report, which shall consist of, at a minimum, the hearing notice and the minutes taken.

XII.Audit(s).

- (A) Grantees must submit a fully completed and signed Subrecipient Annual Report to the Department of Finance & Management within 45 days after Grantee's fiscal year ends. The form may be downloaded from: <http://finance.vermont.gov>. The report must be completed and signed by the Chief Financial Officer, Controller, Business Manager, Treasurer or other person responsible for the financial records of the organization and submitted to the following address: Department of Finance & Management, Financial Operations Division, 109 State Street, 4th Floor, Montpelier, VT 05609-5901.
- (B) The Grantee shall arrange for an independent financial and compliance audit (or audits) of all VCDP costs and activities undertaken during the Period of Performance. In compliance with the Single Audit Act of 1984, as amended, the Uniform Administrative Requirements, Cost Principles, and audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance, the Compliance Supplement for the Code of Federal Domestic Assistance (CFDA) 14.228, and Agency Procedures, Chapter 21, the Grantee shall determine whether a single audit or a program audit is required.
- (C) The Grantee shall submit to the Agency an Interim Audit Report(s) and/or Final Audit Report covering the Period of Performance under this Agreement. An audit that covers a portion of the Period of Performance, or a portion of all expenditures, is defined as an Interim Audit. A Final Audit is the audit that covers all VCDP grant funds; or if there is an Interim Audit, the audit that covers the balance of any remaining unaudited VCDP funds through the Completion Date, or beyond if necessary.
- (D) Any contract or Agreement entered into by the Grantee and a Subgrantee shall contain language requiring the Subgrantee to comply with the provisions of the Single Audit Act of 1984, as amended, as well as OMB Circular A-133 (for fiscal years ending before December 25, 2015) or the federal Uniform Guidance, 2 CFR Part 200 (for fiscal years ending on or after December 25, 2015).
- (E) If any expenditure is disallowed as a result of any Interim Audit Report(s) and/or Final Audit Report, the obligation for reimbursement to the Agency shall rest with the Grantee.

XIII. Completion Certificates.

(A) A Certificate of Program Completion shall be issued to the Grantee when the Agency determines that all required work under this Agreement has been satisfactorily completed, including the execution of a Closeout Agreement if applicable and the submission of the Final Program Report, the Interim Audit Report(s), and/or the Final Audit Report. The Agency must determine that all program and financial compliance issues have been addressed and that the findings and/or concerns, if any, of monitoring reports, program reports, and audit reports have been resolved and cleared in writing.

XIV. Retention of and Access to Records.

- (A) Financial records, supporting documents, statistical records, and all other records pertinent to this VCDP Grant shall be retained in accordance with the Agency Procedures, Chapter 3.
- (B) Authorized representatives of the Agency, HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the receipt and administration of Vermont Community Development Program funds, as may be necessary to make audits, examinations, excerpts, and transcripts.
- (C) Any contract or Agreement entered into by the Grantee that relates or pertains to this VCDP Grant shall contain language comparable to Subparagraph (B) above so as to assure access by an authorized party(s) to the pertinent records of any subrecipient, contractor, or subcontractor.
- (D) The Final Program Report, Interim Audit Report(s) and/or Final Audit Report shall be maintained with other program documents available for public review, and at least one copy must remain in the Grantee's files.

XV. Administrative Sanctions.

- (A) The Grantee shall receive notice from the Agency in the event of a failure to submit a timely progress report. No disbursement of grant funds shall be made if such failure continues after thirty (30) days from the date of notice. The Agency shall, in its discretion, determine whether to disburse funds during the notice period.
- (B) The Grantee shall receive a Notice of Delinquency from the Agency in the event of a failure to submit timely Interim or Final Audits, Final Program Reports, Closeout Agreement Proposals, or Closeout Annual Reports. The Grantee shall not be eligible for

further VCDP funds if such failure continues after thirty (30) days from the date of notice, and, in addition to the remedies provided under this Agreement, may be subject to any action available to the Agency at law or equity.

- (C) Resolution of Monitoring Findings - The Agency shall notify the Grantee of any issues identified through monitoring by providing a monitoring report containing the Agency's monitoring results, including any Findings or Concerns. No further disbursement of grant funds shall be made under this Agreement until the Agency's Findings and Concerns have been resolved in a manner satisfactory to the Agency. Grantee shall not be eligible for further VCDP funds if such resolution is not achieved within thirty (30) days of the date of the monitoring report, and, in addition to the remedies provided under this Agreement, may be subject to any action available to the Agency at law or equity.

XVI.Termination for Convenience.

The Agency and the Grantee may terminate the grant in whole, or in part, when agreed that the continuation of the program would not produce the benefits anticipated hereunder, and shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Agency may allow full credit for non-cancellable obligations, properly incurred prior to termination.

XVII.Suspension or Termination for Cause.

- (A) Upon reasonable notice to the Grantee at any time prior to completion, the Agency may suspend this Agreement in whole or in part, may withhold further payments, or may prohibit the Grantee from incurring additional obligations of VCDP funds if it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement or that the continued costs to be incurred will not produce benefits of comparable value. The Agency shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- (B) The Agency may terminate this Agreement at any time prior to completion, after reasonable notice and opportunity for hearing, when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement or that the continued costs to be incurred will not produce benefits of comparable value. The Agency shall promptly notify the Grantee, in writing, of the determination and reasons for the termination, together with the effective date.

XVIII.Appeals and Waiver of Enforcement.

- (A) Appeals from the decisions or actions of the Agency may be made to the Secretary through the provisions of the Agency Procedures, Chapter 18.

- (B) No waiver by the Secretary of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce such provision upon subsequent breach or default, nor waiver of the right to enforce any other provision hereof.

XIX. Budget Revisions and Amendments.

(A) Budget Revisions. The Grantee may, after providing written notice and justification to the Agency, make a one-time revision of the amounts listed in the "VCDP Funds" column of 4. Sources and Uses in Attachment B – Payment Provisions and Project Budget, provided that:

- (1) the aggregate impact is no more than ten (10%) percent of the Maximum Amount, listed as the "Total" item in the "VCDP Funds" column;
- (2) the Maximum Amount is not increased; and
- (3) there is no change to budgeted amounts for General Administration or Program Management Activities (indicated by VCDP Code suffix of "13") without prior written approval of the Agency.

(B) Amendments.

- (1) Any change or deviation from this Agreement not specifically identified in subparagraph (A) hereof, including extensions of time for completion and budget revisions in excess of ten (10%) percent, shall constitute an amendment of this Agreement and shall only be effective when reduced to writing and signed by or on behalf of the Agency and the Grantee. No more than one amendment for changes which in the view of the Agency are not substantial, shall be permissible. The Agency will not allow any amendment which would substitute the funded activity.
- (2) The Grantee shall notify the Agency if, through the use of Other Resources, there is an intention to expand, enhance, or add to the scope of the program covered by this Agreement, or if there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this VCDP Grant. The Agency reserves the right to require an amendment to this Agreement if such is deemed necessary.

CERTIFICATIONS AND ASSURANCES

The Grantee hereby certifies and assures that Vermont Community Development Program Funds will be utilized in accordance with all the following; to the extent applicable, and that:

Debarment, Suspension, Ineligibility and Voluntary Exclusion from Federal Procurement and Non-procurement Programs

The Chief Executive Officer certifies that the Municipality is not listed in the Exclusions portion of Performance Information in the System for Award Management ("SAM") at www.sam.gov, in accordance with Executive Orders 12549 and 12689; nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>. In addition, it certifies that no awards will be made to any subgrantees/borrowers, or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.

Legal Authority

- (1) It possesses legal authority as defined in the Vermont Community Development Act [10 VSA 29] to apply for and accept the grant and administer the program.
- (2) The legislative body has duly adopted and passed an official act or resolution authorizing the acceptance of and agreement to the conditions and provisions of this *Agreement*, including all understandings, certifications, and assurances contained herein; and designating and authorizing the Chief Executive Officer or designee to execute this *Agreement* and other such documents as may be necessary.

Benefit to Persons of Low and Moderate Income

- (3) It will comply with the provisions of Section 104(b)(3) of the Federal Act which requires the use of funds to be developed to give maximum feasible priority to those activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight or meet other community development needs having a particular urgency.

Citizens Information

- (4) It held at least one public hearing warned at least 15 days prior to obtain the views of citizens on community development and furnished citizens with information required by the Federal and State Acts.
- (5) It prepared statements of community development and housing needs, including the needs of lower income persons and activities to be undertaken to meet such needs, the objectives and the projected use of community development funds, including information on the past use of such funds, if any, and have given affected citizens an opportunity to examine these statements and furnished a copy to the Agency.
- (6) It allowed citizens an opportunity to examine the application and all supporting documentation and to submit comments thereon and will, in like manner,

provide citizen participation when considering substantial program amendments.

Labor

- (7) It will administer and enforce:
 - (a) the Davis-Bacon Act [40 USC 276a et seq.];
 - (b) the Federal Fair Labor Standards Act [29 USC 201 et seq.]; and
 - (c) the Contract Work Hours and Safety Standards Act [40 USC 327-333].
- (8) It will comply with:
 - (a) the Copeland Anti-kickback Act of 1934, [18 USC 874 and 40 USC 276c];
 - (b) Executive Order 11246 (Equal Employment Opportunities) as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto [41 CFR 60]; and
 - (c) Section 3 of the Housing and Urban Development Act of 1968 [12 USC 1701u] as amended, (equal employment and business opportunities) and the regulations at 24 CFR 135.

Environmental and Historic

- (9) The Chief Executive Officer, or other official so designated by the Legislative Body and approved by the Secretary will consent to assume the status of a responsible Federal official under the National Environmental Policy Act (NEPA) of 1969 as amended [42 USC 4321 et seq.] and the regulations found at 24 CFR 58; and the Chief Executive Officer is authorized and consents on behalf of the Applicant and him/herself to accept the jurisdiction of the Federal Courts for the purposes of enforcement of the responsibilities of such official.
- (10) It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Secretary of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (11) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with:
 - (a) Section 106 of the Historic Preservation Act of 1966 [16 USC 470];
 - (b) Executive Order 11593 (Protection and Enhancement of the Cultural Environment);
 - (c) the Preservation of Archaeological and Historic Data Act of 1974 [16 USC 469 et seq.]; and

- (d) the procedures prescribed by the Advisory Council on Historic Preservation found at 36 CFR 800.
- (12) It will comply with:
- (a) the National Environmental Policy Act of 1969 [42 USC 4321 et seq. and 24 CFR 58];
 - (b) the Endangered Species Act of 1973, as amended [16 USC 153 et seq. and 10 VSA 4046 and Chapter 123];
 - (c) Executive Order 11990, Protection of Wetlands;
 - (d) the Fish and Wildlife Coordination Act of 1958, as amended [16 USC 661 et seq.];
 - (e) the Fragile Areas Registry Act of 1977 [10 VSA 6551];
 - (f) the Safe Drinking Water Act of 1974, as amended by the Safe Drinking Water Act of 1977 [21 USC 349 and 42 USC 210 and 300f et seq.] pertaining to sole-source aquifers;
 - (g) the Clean Air Act of 1970, as amended [42 USC 7401 et seq.] and Vermont law [10 VSA 551 et seq.] as amended;
 - (h) Executive Order 12088 relating to the prevention, control, and abatement of water pollution and the Federal Water Pollution Control Act of 1972, as amended, [33 USC 1251 et seq.] and Vermont law [10 VSA 1251 et seq. and 18 VSA § 101 et seq.];
 - (i) the provisions of Executive Order 11988 as amended, relating to evaluation of flood hazards and with the flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973 [42 USC 4001 et seq.] and Vermont law [10 VSA 751 et seq. and Executive Order No. 17 of 1978];
 - (j) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 [42 USC 6901 et seq.] and Vermont law [24 VSA 2202a]; and
 - (k) noise abatement and control regulations [24 CFR 51]

Relocation and Acquisition

- (13) It will comply with:
- (a) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, as amended [42 USC 4601 et seq.], referred to as the "Uniform Act;";
 - (b) the implementing regulations of the Uniform Act issued by the Department of Housing and Urban Development (CFR Title 49, Part 24) contained in HUD Acquisition and Relocation Handbook 1378; and
 - (c) the requirements of the Vermont Community Development Acquisition and Relocation Policy.

Architecture and Construction

- (14) It will comply with:

- (a) the Lead-Based Paint Requirements [24 CFR Part 35, Subpart B];
- (b) the Architectural Barriers Act of 1968 [42 USC 4151] and the rules applicable thereto;
- (c) Section 504 of the Rehabilitation Act of 1973 [29 USC 794]; and
- (d) the provisions of Section 104(b)(5) of the Federal Act which restricts recovery of capital costs by assessing any amount against properties owned and/or occupied by persons with lower incomes.

Equal Opportunity and Fair Housing

- (15) It will affirmatively further fair housing and will comply with Pub. Law 90-284 [Title VIII of the Civil Rights Act of 1968; 42 USC 3601 known as the "Fair Housing Act"], as amended and the regulations issued pursuant thereto [24 CFR 100 to 115].
- (16) It will comply with and will immediately take any measures necessary to effectuate compliance with Pub. L. 88-352 [Title VI of the Civil Rights Act of 1964; 42 USC 2000d] and the regulations at 24 CFR 1.
- (17) It will comply with:
- (a) Executive Order 11063 as amended by Executive Order 12259 (Leadership and Coordination of Fair Housing in Federal Programs) and the regulations at 24 CFR 100 and 107;
 - (b) Section 109 of the Federal Act [42 USC 5309] and the regulations issued pursuant thereto [24 CFR 570.496(b)];
 - (c) the Age Discrimination Act of 1975 [42 USC 6101 et seq.]; and
 - (d) the Americans with Disabilities Act of 1990 [42 USC 12010-12213; 42 USC 225-611] and the regulations issued pursuant thereto.

Other Requirements

- (18) It will comply with the provisions of the Hatch Act [5 USC 1501 et seq.] which limits the political activities of employees.
- (19) It will provide a drug-free workplace according to the requirements set forth in the Drug Free Workplace Act [Public Law 100-690 Title V, Subtitle D, 41 USC 701 et seq.].
- (20) It will comply with the Single Audit Act of 1984, as amended, OMB Circular No. A-133, and the State of Vermont Administration Bulletin No. 5, Subrecipient Annual Report.
- (21) It will comply with the provisions of 24 CFR Part 570.489(h) which govern Conflict of Interest.
- (22) It will comply with the other provisions of The Federal Act [Title I of the Housing and Community Development Act of 1974, as amended; 42 USC 5301 et seq.]; the State Act [10 VSA 29], the Agency Procedures and all other applicable requirements.

GRANT AGREEMENT RESOLUTION - SINGLE GRANTEE

Form PM-1

WHEREAS, the (check one) [] Town [] City [] Village of _____ has applied for funding under the Vermont Community Development Program, as provided for in 10 VSA Ch. 29, and has received an award of funds under said provisions; and

WHEREAS, the Agency of Commerce and Community Development has tendered a Grant Agreement # _____ to this municipality for said funding:

Now, THEREFORE, BE IT RESOLVED as follows:

- 1) that the legislative body of this municipality accepts and agrees to the terms and conditions of said Grant Agreement;
- 2) that (Name) _____ Title _____ is hereby designated as the person with overall Administrative responsibility for the VCDP activities related to this Grant Agreement; and
- 3) that (Name) _____ Title _____ who is either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is the Town Manager, the City Manager, or the Town Administrator, hereby designated as the Authorizing Official (AO) to execute the Grant Agreement and other such Documents as may be necessary to secure these funds.

Passed this _____ day of _____, _____.

LEGISLATIVE BODY

(Typed Name)

(Signature)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

For Agency Use:
 Processed By: _____ Date: _____

CONTRACT FOR ADMINISTRATIVE SERVICES AND PROGRAM MANAGEMENT

TERMS AND CONDITIONS OF CONTRACT

Between
Town of Milton
and
Cathedral Square Corporation

This Contract made on this 29th day of February 2016 is entered into by and between the Town of Milton (hereinafter called the Town) and Cathedral Square Corporation (hereinafter called CSC).

Witnesseth:

Whereas, on June 11, 2015 the Town was selected by the Vermont State Agency of Commerce and Community Development (hereinafter called "Agency") to receive a grant under the Vermont Community Development Program ("VCDP"), designated as Grant Agreement #IG-2014-Milton-00011 (the "Grant"), for the construction of 30 units of affordable senior rental housing in the Town of Milton.

Whereas, pursuant to said grant, the Town is undertaking certain activities more fully described in Grant Agreement #IG-2014-Milton-00011 between the Town and the Agency dated February 29, 2016 (the "Grant Agreement") and whereas the Grant Agreement is hereby made a part of this Contract; and

Whereas, the Town desires to engage CSC to render assistance in such activities;

Now, therefore, the Town and CSC in consideration of their mutual promises, do mutually agree as follows:

- A. CSC shall provide professional services for the general administration of this Grant in accordance with the terms and conditions of this Contract and the Grant Agreement.
- B. CSC shall provide program management services for this Grant in accordance with the terms and conditions of this Contract and the Grant Agreement.
- C. CSC will be paid nothing for their respective administrative and program management services.

**ARTICLE I
RESPONSIBILITY OF CATHEDRAL SQUARE CORPORATION**

CSC shall perform the following required services in the general administration and program management of the Grant Agreement.

- A. CSC shall Document the benefit to low and moderate income households and persons as required in the Grant Agreement.
- B. CSC shall Maintain all project files.
- C. CSC shall Assist the Town in developing a bid package for the audits required by the Grant Agreement.
- D. CSC shall Prepare and submit the progress reports, in the required format, to the Town in time for submission to the Agency as required by Attachment A of the Grant Agreement.
- E. CSC shall Prepare closeout and final report documents and provide the Agency with any other information about the project necessary for the Grant Agreement to be successfully closed.
- F. CSC shall assist the Town with developing a Closeout Agreement as required by Attachment A of the Grant Agreement to deal with Program Income received by the Town from activities supported by VCDP grant funds.
- G. CSC will provide professional services for the Program Management of this Grant in accordance with the terms and conditions of this Contract and the Grant Agreement #IG-2014-Milton-00011 for the Project.
- H. CSC agrees to indemnify and hold the Town harmless from and against any loss, liability, claim, demand or suit caused by, due to, or arising out of the Contract, in performance of the Contract or for any act or omission of CSC or any of its agents, officers and employees.

**ARTICLE II
RESPONSIBILITY OF THE TOWN**

- A. The Town will bring to this partnership a willingness to work with CSC to complete the project and provide technical assistance as needed.
- B. The Town will establish and maintain a financial management system which meets the standards stated in Section X, Financial Management, of the Grant Agreement. The system must assure effective control over and accountability for all funds, property, and other assets used and/or attained under the Grant Agreement.
- C. The Town will maintain adequate records of the disbursement and receipt of VCDP grant funds within the Town's depository account.

D. The Town shall assume responsibility for assisting CSC insofar as possible for the purpose of efficiency, but nothing herein shall be construed as relieving CSC of its responsibility to provide the services described in this Contract.

E. Other responsibilities as agreed upon.

ARTICLE III SUBCONTRACTS

No subcontract may be awarded by CSC, the purpose of which is to fulfill in whole or part, the services required CSC without the prior written approval of the Town.

TERM OF CONTRACT

A. All services to be performed hereunder shall commence immediately and shall continue through and including the last day of December, 2017 unless continued by agreement of the parties in written amendment prior to said termination.

B. This Contract shall be extended or shortened by mutual consent of both parties.

ARTICLE V PAYMENT TERMS AND CONDITIONS

A. For the administrative services as outlined in ARTICLE I of this Contract and the Grant Agreement, CSC will perform the work at no cost to the Town.

B. CSC shall be responsible for expenditures above and beyond the amounts agreed to in this Contract.

ARTICLE VI

This Contract is subject to the following provisions:

A. Amendments

This Contract may be amended provided such amendment is agreed to in writing by all signatories hereto. Copies of such amendment shall be submitted to the Agency by the Town.

B. Personnel

All the services required hereunder will be performed by CSC or under its supervision as approved under Article III, and all personnel engaged in the work shall be authorized or permitted under state and local law to perform such services.

C. Assurances and Compliances

CSC shall comply with all sections, as they apply, of the Grant Agreement. Specific compliance is required in the areas of:

1. Conflict of Interest, Section XV of the Grant Agreement
2. Equal Opportunity, Section XVI of the Grant Agreement
3. Retention of and Access to Records, Section XX of the Grant Agreement
4. Single Audit Act of 1984, Section XVIII of the Grant Agreement

D. Termination of Agreement for Cause

1. If through any cause, one party shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if one party shall substantially violate one of the covenants, agreements or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract.

2. The Town shall give CSC (60) days written notice of its intention to terminate this Contract for cause. The specific cause(s) for termination must be stated in the notice for termination.

3. Within the 60-day period, CSC shall furnish the Town with written documentation, satisfactory to the Town, that the conditions of the Contract are being fulfilled and that all the objections raised by the Town under this section have been rectified.

4. If CSC fails to furnish satisfactory documentation of fulfillment of the conditions as set forth in the preceding paragraphs, the Town shall send a Letter of Termination, notifying CSC that it shall incur no new obligations after receipt of the Letter of Termination.

5. Ten (10) days after receipt of the Letter of Termination, CSC shall submit an accounting acceptable to the Town of all outstanding obligations.

E. Interest of Parties

No officer, member, or employee of the Town, CSC, its designees or agents and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

F. Compliance with Local Laws

CSC shall comply with all applicable laws, ordinances and codes of the State and local government.

G. Assigns

CSC shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without written approval of the Town, provided, however, that claims for money due or to become due CSC from the Town under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly.

H. Governing Law

Unless otherwise specified, this Contract shall be covered by the laws of Vermont, and the legal requirements incumbent upon the parties of this Contract as a result of the Town's utilization of funds within this Contract provided by the State.

I. Extent of the Contract

This Contract and the attached Grant Agreement represents the entire and integrated Contract between the Town and CSC and supersedes all prior negotiations, representations or Agreements, either written or oral. This Contract may be amended only by written instrument signed by CSC and the Town.

TOWN OF MILTON

Authorized Agent

Date

CATHEDRAL SQUARE CORPORATION

Authorized Agent

Date

