

SITE ACCESS LICENSE AGREEMENT
FOR A CLEAN WATER PROJECT

THIS SITE ACCESS LICENSE AGREEMENT FOR A CLEAN WATER PROJECT (Agreement) is made and entered into this ____ day of _____, 2024 by and between: Mr. Adam T. Saunders and Emma M. Saunders and their heirs, administrators, successors, and assigns (collectively, “Landowner 1”) and the Town of Georgia (“Landowner 2”), collectively “the Landowners” and the Chittenden County Regional Planning Commission as the Basin 5 Clean Water Service Provider or “CWSP” and with Landowners 1 and 2, the “Parties”.

WHEREAS, the Landowners own certain land and premises located near Falls Road in Georgia, Vermont (“Property”), as set forth in Exhibit A, within the Northern Lake Champlain Basin (“Basin”); and

WHEREAS, the CWSP has been assigned by the Secretary of the Vermont Agency of Natural Resources for the purpose of achieving pollutant reduction values, in accordance with the Clean Water Service Delivery Act (Act 76 of 2019) at 10 V.S.A. §§ 921-930 and the Clean Water Service Provider Rule, Environmental Protection Rule Chapter 39 (“Rule”); and

WHEREAS, the CWSP is responsible for implementation and operation and maintenance of clean water projects designed to improve water quality to achieve certain pollutant reduction targets (10 V.S.A. § 924 and the Rule §§ 39-101 and 39-403); and

WHEREAS, maintenance means ensuring that a clean water project continues to achieve its designed pollution reduction value for its design life and design life means the period of time that a clean water project is designed to operate according to its intended purpose; and

WHEREAS, Landowners wish to voluntarily provide the CWSP with Property access for the clean water project, and the project is anticipated to result in a clean water improvement and possibly related environmental improvement outcomes; and

WHEREAS, the Parties desire that a clean water project be implemented and operated and maintained on the Property, as more particularly described in Sections 2 and 3 below (the Project); and

WHEREAS, the Project may require the CWSP, with its own forces or those of contractors, to enter upon the Property; and

WHEREAS, the Project may require a duly authorized representative of the Vermont Department of Environmental Conservation to enter upon the Property for Project inspection; and

WHEREAS, the Project’s design life is 15 (fifteen) years.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. **Parties and Contact Information.** The Landowner and CWSP and their respective contact information are:

Landowner Name	Town of Georgia
Landowner Phone:	(802) 524- 3524
Landowner Email:	administrator@townofgeorgia.com
Landowner Mailing Address	47 Town Common Road North St. Albans, VT 05478

2.

Landowner Name	Mr. Adam T. Saunders & Ms. Emma M. Saunders
Landowner Phone:	(802) 881-7498
Landowner Email:	atsaunde@gmail.com
Landowner Mailing Address	122 Fox Haven Lane St. Albans, VT 05478

3. Clean Water Service Provider:

CWSP	Chittenden County Regional Planning Commission
CWSP Phone:	(802) 861-0133
CWSP Email:	dalbrecht@ccrpcvt.org
CWSP Mailing Address	110 West Canal St., Suite 202 Winooski, VT 05404

Any party may designate in writing, communicated to all other parties, any updated contact information for purposes of communication regarding this Agreement.

4. **Location of Project.** The Project is located at Falls Trail in Georgia, Vermont. Refer to Exhibit B: As-built plan or final site plan with details of what was installed/constructed.

Project Latitude Longitude (center point in Decimal Degrees):	44.77351 °N, -73.13806°W
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5. **Description of Project.** The Project and operation and maintenance will consist of the following:

Project Type:	Roads/Stormwater Gully Implementation
Practice Type:	Surface Infiltration
Watershed Projects Database ID:	
Project Title:	Falls Road – Gully- Implementation
Project Implementation Completion Date:	
Project Design Life *:	15 years
Special Equipment Required, if any*: e.g., Vactor truck, anything other than hand tools	None
Frequency of Regular Inspections*:	Generally 2-3 per year

Regular Maintenance and Frequency:

<i>Maintenance Item</i>	<i>Frequency</i>
<p>Grass Surface Infiltration <i>A record should be kept of the time it takes for the system to completely drain after a storm event. The system should drain completely within 48 hours. Check to ensure the surface remains well draining after storm events.</i> <i>Remedy: If surface is clogged, draining poorly, or standing water covers more than 50% of the surface 48 hours after a precipitation event, remove accumulated sediment.</i></p>	<p><i>After every major storm for the first 3 months after construction, then annually.</i></p>
<p><i>Check basin for accumulated sediment, leaves, trash, and other debris.</i> <i>Remedy: Clean basin of sediment. Rake in and around system to clear it of debris.</i></p> <p><i>Inspect basin for evidence of deterioration, concentrated flow, or erosion.</i> <i>Remedy: Reseed eroded vegetation and stabilize with stone if needed.</i></p> <p><i>Check for animal burrows and short-circuiting in the system.</i> <i>Remedy: Soil erosion from short circuiting or animal burrows should be repaired when they occur. Holes should be filled, lightly compacted, and reseeded if necessary.</i></p>	<p><i>Quarterly for first year, then annually.</i></p>
<p><i>Check for robust vegetation (grass) coverage throughout the basin.</i> <i>Remedy: Vegetation should cover >75% of the system and the basin should be reseeded if needed.</i></p>	<p><i>Annually or as needed</i></p>
<p>Plunge Pool and Gabion Check Dams <i>Check for accumulated sediment, leaves, trash, and other debris in plunge pool and behind check dams.</i> <i>Remedy: Remove accumulated sediment and any accumulated debris.</i></p> <p><i>Check for animal burrows and short-circuiting in the system.</i> <i>Remedy: Soil erosion from short circuiting or animal burrows should be repaired when they occur. Holes should be filled, lightly compacted, and stabilized with stone if necessary.</i></p> <p><i>Inspect for evidence of deterioration, concentrated flow, or erosion.</i> <i>Remedy: Repair erosion and stabilize with stone if needed.</i></p>	<p><i>Quarterly for first year, then annually</i></p>
<p>Water Bars <i>Check for accumulated sediment, leaves, trash, and other debris in and behind water bars.</i> <i>Remedy: Remove accumulated sediment and rake in and around the water bars to clear them of debris.</i></p> <p><i>Inspect water bars, water bar outlets, and upslope areas for evidence of deterioration or erosion.</i> <i>Remedy: Repair erosion and stabilize with stone if needed.</i></p>	<p><i>Quarterly for first year, then annually.</i></p>

As needed maintenance and repair: (e.g. replanting, major erosion or damage repair):

If any erosion, dumping of trash, or other issues that may impact the conveyance and treatment of stormwater are observed, these issues should be corrected immediately.

*The DEC O&M manual contains guidance on equipment required, frequency of inspections, and O&M activities.

6. **Grant of Site Access License.** Landowners hereby grant to the CWSP and its agents, employees, contractors, successors, subgrantees, and assigns, a license and the right to enter upon the Property, with workers and equipment, for the purpose of undertaking the Project and all activities reasonably related thereto, including operation, maintenance, repair, and replacement. This grant includes a right of reasonable access to the Property proximate to the Project site for the foregoing activities, as well as the ability of a duly authorized representative of the Vermont Department of Environmental Conservation (DEC) to enter the Property for purposes of conducting a Project inspection following 48 hours' notice to the Landowners at the last phone number and email provided to the CWSP.
7. **Limited Release.** Landowners hereby waive, release and discharge any claims, whether styled as trespass or otherwise, that may arise from the entry described in Section 4.
8. **Retention of Certain Other Rights.** Notwithstanding Section 4 of this Agreement, the Landowners retain the right to assert against the CWSP, its contractors, or other parties any claims that may arise from negligent acts or omissions during the Project.
9. **Term of Site Access License.** The Grant of Site Access License shall be effective for a term of 15 years, consistent with the Design Life (Initial Term), unless terminated earlier by either party. This Site Access License will terminate 180 days after the giving of a written notice by Certified or Registered US Mail by either party, with or without cause. At least 60 days prior to any written notice of termination by the Landowner, the Landowner will inform the CWSP in writing of any reasonable concerns regarding the site access and the CWSP will attempt to reconcile or reasonably respond to landowner's concerns within sixty (60) days of Landowner raising concerns. After the Initial Term, the Site Access License will automatically renew for successive 15-year terms, until terminated 180 days after the depositing of a written notice by Certified or Registered US Mail by either party, with or without cause.
10. **Notice of Conveyance of Property or CWSP Role.** Landowners hereby agree to make its best efforts to inform the CWSP by email 30 days prior to conveying the Property to a subsequent owner. Landowners will be notified if a different entity is assigned to the Basin CWSP role.

11. **Landowner Use Limitation in Project Area.** The Landowner and its heirs, successors, and assigns shall have the right to make use of the Property subject to the access rights granted herein, provided that the use does not conflict with the CWSP's access rights. Landowners will not undertake any activity or make any modifications that materially change the final project design or intended usefulness as implemented without obtaining prior written CWSP approval.

12. **CWSP Restoration of Property Disturbance Outside Project Area; Project Area Release.** The CWSP or its agents, employees, contractors, successors, or assigns, shall restore any portion of the Property outside the Project Area disturbed or affected by the exercise of their access rights as near as reasonably practicable to the condition prior to such exercise at the sole cost of the CWSP or its agents, employees, contractors, successors, or assigns and within a reasonable time. Landowners release CWSP from any obligation to restore the Project Area or reclaim any changes to the Property contemplated within the Project Description.

The Parties have caused this Agreement to be executed as of the date of final signature below.

Adam T. Saunders, Landowner

Date

Emma M. Saunders, Landowner

Date

Charles Baker, CWSP Director

Date

Cheryl Letourneau, Town Administrator
Town of Georgia

Date

Exhibit A – General Location of Project, Access via Falls Road

Exhibit B – Site plan showing Project Area