



Friends of Northern Lake Champlain
PO Box 1145
St. Albans, VT 05478
www.friendsofnorthernlakechamplain.org

Installing and Maintaining your Clean Water Project

Dear Town of Georgia,

Thank you for partnering with Chittenden County Regional Planning Commission (CCRPC) and Friends of Northern Lake Champlain (FNLC) to host a voluntary clean water project on your property. This project is intended to protect the quality of Vermont's rivers, lakes, streams, and wetlands. Your participation is a valuable contribution to Vermont's water quality goals. This cover letter provides an overview of the attached Site Access License and Operation and Maintenance Plan and highlights some key aspects of how we will work together to help the project succeed. **Please read the attached agreement carefully for the complete agreement terms.**

What is this agreement saying?

Introduction and Project Description

Page one into page two describes the agreement start date, the parties to the agreement and their contact information as well as project details including location and expected "design life" (the number of years we expect that the project will protect water quality).

The Project Description provides the type of project and the expected maintenance activities, and frequency of those activities needed in order to keep the project in good condition.

Terms of Agreement

After the project description topics, the document lists the terms of the Agreement—what the parties agree to, how long you're agreeing to it, and other expectations for both parties.

This agreement allows staff from CCRPC and its designees, and the Vermont Department of Environmental Conservation, in coordination with the Town of Georgia to access the project on your property for planned visits with necessary equipment for the following purposes: 1) to install the project, 2) to regularly inspect the project to ensure proper function, and 3) to conduct routine maintenance activities that include inspecting annually for erosion and repair any storm damage, replace stone as needed in the stone outfall pad, and inspect sumps and Isolator Row annually. If upon visual inspection it is found that sediment has accumulated, CCRPC will work with the town of Georgia to ensure it is tested and cleaned as necessary according to the maintenance plan. CCRPC may also request to visit your property if damage is suspected (such as after a large storm) to inspect and possibly perform repairs. Refer to the Operation and Maintenance Plan in the Agreement for more details.



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Agreement Duration

The Site Access License Agreement will initially last for 20 Years. This is the “design life” of the project, or the number of years we expect that the project will protect water quality, if properly maintained. At the end of the initial term, the license will not automatically renew. You or the Clean Water Service Provider (CWSP) for Basin 5 can choose to cancel this agreement at any time following certain notice requirements. The Basin 5 CWSP is CCRPC, see below for contact information. If you have concerns, the agreement requires you to inform CCRPC of these concerns at least 60 days before sending a termination notice. You can send a notice of concern through your landowner liaison if preferred. The CWSP will work to address concerns where feasible. If you still wish to cancel, you can do so by sending written notice by Certified or Registered US Mail. This Site Access License Agreement will end within 180 days after the termination notice is sent.

If you decide to transfer the property, please communicate this landowner change to CCRPC at least 30 days before the transfer and inform the new landowner about the clean water project and the terms of this site access agreement. If the Department of Environmental Conservation reassigns the CWSP role to a different entity, you will be notified.

A note about maintenance activities

We share a common goal of taking care of the land to ensure the project's success. As part of this agreement, CCRPC and the Town of Georgia agree to maintain the project in accordance with the Operations and Maintenance plan. *CCRPC will assist in the coordination and provide funding of the maintenance activities outlined in the Operation and Maintenance Plan and will minimize or restore (as reasonably practicable) any impacts that accessing the project site has on the rest of your property.* CCRPC will contract with an entity to fund and coordinate to maintain the practice and maintain the project at a reasonable rate.

After implementation of the clean water project, CCRPC will designate an entity to follow through with operations and maintenance and to do verification and maintenance visits. If desired, the town of Georgia can conduct the operation and maintenance inspection visits. If you have any questions or concerns about site visits, maintenance activities, or the project itself, please contact Dan Albrecht of CCRPC at 802-861-0133, and we will work with you to fulfill operations and maintenance. We appreciate your willingness to be a good steward of your property and working with us to carry out this project. This voluntary project on your land will help us all work towards clean water and healthy watersheds in Vermont. Thank you!



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Landowner Liaison Organization: Friends of Northern Lake Champlain	
Contact Person: Josh Serpe	
Phone: 845-803-2546	Email: Jserpe@friendsofnorthernlakechamplain.org

Clean Water Project Location: Project GPS coordinates: 44.7710, -73.1427 and 44.7793, and -73.1397	
Landowner Name: Town of Georgia	
Preferred Contact Method: Phone	
Phone: (802) 524-3524	
Email: Administrator@townofgeorgia.com	

Clean Water Service Provider: Basin 5	
Contact Person for Clean Water Service Provider: Dan Albrecht	
Phone: 802-861-0133	Email: dalbrecht@ccrpcvt.org

SITE ACCESS LICENSE AGREEMENT
FOR A CLEAN WATER PROJECT

1. **Site Access License Start Date:**

February 24, 2025

2. **Parties and Contact Information.** The Landowner and Clean Water Service Provider (the Parties) and their contact information are:

Landowner:

Landowner Name	Town of Georgia
Landowner Phone:	(802) 524-3524
Landowner Email:	Administrator@townofgeorgia.com
Landowner Mailing Address	47 Town Common Rd N, Georgia, VT 05478

Clean Water Service Provider (CWSP):

CWSP	CCRPC
CWSP Phone:	Dan Albrecht: 802-861-0133
CWSP Email:	Dan Albrecht: dalbrecht@ccrpcvt.org
CWSP Mailing Address	110 West Canal Street Suite 202 Winooski, VT 05404-2109

Parties shall provide updated contact information in writing, communicated to all other parties, for communication regarding this Agreement.

3. **Project Location.** The Project is located at:

This proposed project is located at the west end of Mill River Road near the intersection with Georgia Shore Road in Georgia, VT (Appendix A), which is in the St. Albans Bay Drainage (VT05-07) of the Northern Direct Lake Sub-Basin

Refer to Appendix B: As-built plan or final site plan with details of what was installed/constructed.

Project Latitude Longitude (center point in Decimal Degrees):	44.7710, -73.1427 °N , 44.7793, -73.1397 °W
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4. **Project Description.** The Project and operation and maintenance will consist of the following:

Project Type:	Stormwater Implementation
Practice Type:	Other- Please specify Gully Restoration
Watershed Projects Database ID:	10843
Project Title:	Mill River Road Southeast Infiltration Chamber and Gully Restoration
Project Implementation Completion Date:	2025
Project Design Life *:	20
Special Equipment Required, if any, for construction of clean water project:	See final design below (Appendix B).
Special Equipment Required, if any, for operations and maintenance of clean water project:	See operations and maintenance appendix below (Appendix C).

Operation and Maintenance (O&M) Plan	
Operation and maintenance will include the following activities (such as weeding, mowing, sediment and debris removal, inlet and/or outlet cleaning, and equipment maintenance) and project repairs on an as-needed basis within the reasonable discretion of the CWSP*.	Frequency (e.g., quarterly, annually, or as needed)
Operations and Maintenance shall include conducting routine maintenance activities that include Inspecting annually for erosion and repairing any storm damage, replace stone as needed in the stone outfall pad, and inspect sumps and Isolator Row annually. If upon visual inspection it is found that sediment has accumulated, tested, and cleaned as necessary according to the maintenance plan.	Annually

5. **Grant of Site Access License.** Landowner grants the CWSP and its agents, contractors, successors, and assigns, a license and the right to access the Property, with workers and equipment, for undertaking the Project and all reasonably related activities, including operation, maintenance, repair, and replacement. This grant also allows Property access by a duly authorized representative of the Vermont Department of Environmental Conservation (DEC) following 48 hours' notice to Landowner at the last phone number and email provided to the CWSP.

6. **License Period:**

FROM: January 2025
TO: January 2045

Construction on the project is expected to begin in either 2025 or 2026.

This license period is consistent with construction of project, and through the Project Design Life (Initial Term), unless terminated earlier by either party. This license will terminate within 180 days after either party sends written notice by Certified or Registered US Mail, 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 60 days.

After the Initial Term, the license will automatically renew for successive BLANK-year terms, until terminated within 180 days after either party sends written notice by Certified or Registered US Mail, with or without cause.

7. **Notice of Property Conveyance or CWSP Role.** Landowner will inform the CWSP in writing 30 days prior to conveying the Property to a subsequent owner. Landowner will be notified if a different entity is assigned to the CWSP role.
8. **Landowner Use Limitation in Project Area.** This license is not exclusive. The Landowner shall have the right to use, or allow others to use, any part of the licensed Property provided that such use does not interfere with the installation and maintenance of the Project. Landowner will not undertake any activity or make any modifications that materially change the final Project design or intended usefulness without obtaining prior written CWSP approval.
9. **CWSP Restoration of Property Disturbance Outside Project Area; Project Area Release.** The CWSP or its agents, contractors, successors, or assigns, will 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, contractors, successors, or assigns and within a reasonable time. The landowner releases 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.

Party Name: Friends of Northern Lake Champlain
Print Name: Josh Serpe, Project Manager
Signature:
Date:

Party Name: Chittenden County Regional Planning Commission
Print Name: Dan Albrecht, Natural Resources Program Manager
Signature:
Date:

Party Name:
Print Name:
Signature:
Date:

Party Name:
Print Name:
Signature:
Date:

[Appendix A – Site Map]

[Appendix B – Site Plan]

[Appendix C – Operations and Maintenance Agreement]

Appendix A – Site Map



Appendix B – Site Plan

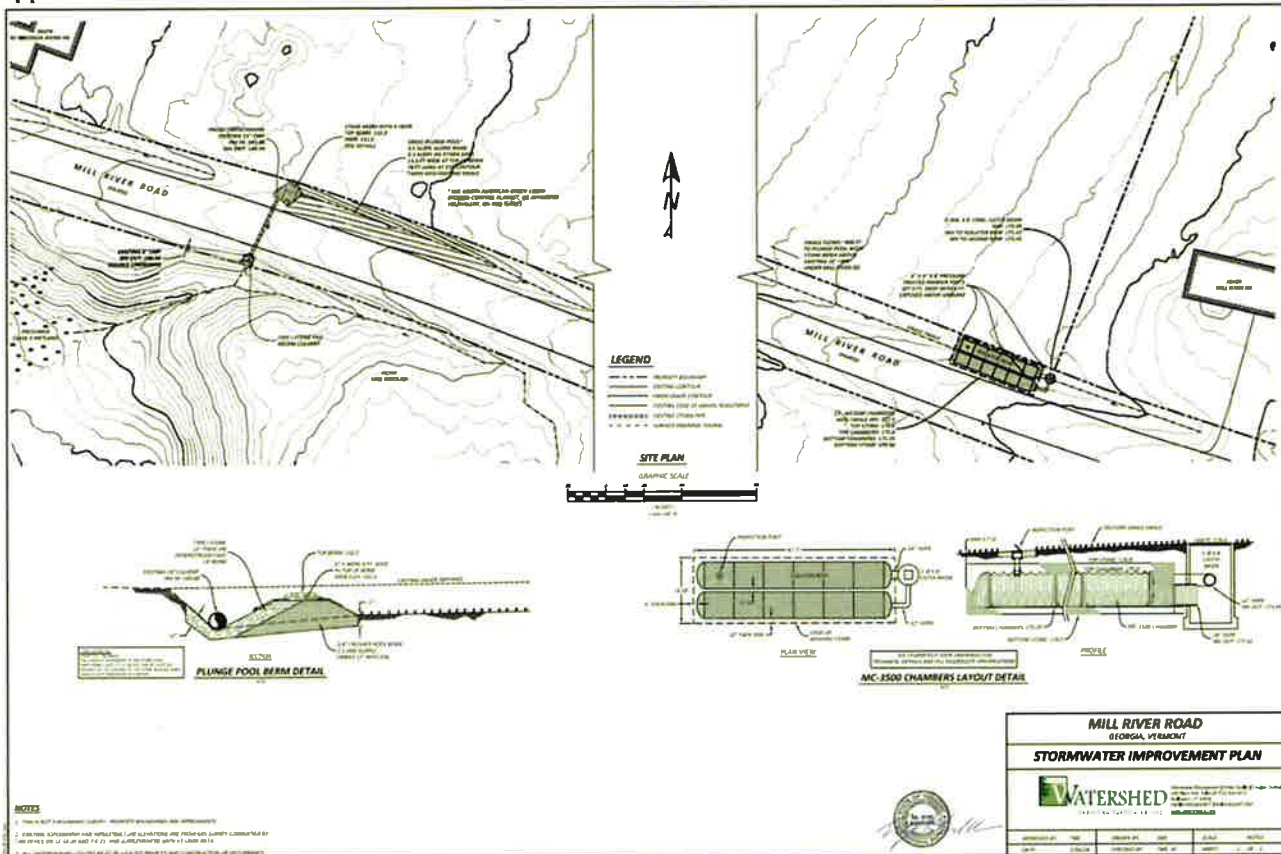


FIGURE 1: STORMWATER MANAGEMENT PLAN

STORMWATER IMPROVEMENT PLAN

MILL RIVER ROAD
GROTON, VERMONT

NOTES

1. THIS PLAN IS A PRELIMINARY DESIGN. ANY CHANGES TO THE DESIGN SHALL BE MADE BY THE DESIGNER.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE VERMONT DEPARTMENT OF TRANSPORTATION (VT DOT) SPECIFICATIONS.
3. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
4. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

OPERATIONS & MAINTENANCE PLAN
O&M Annotations
completed by
Watershed Consulting on 2/5/24

WATERSHED CONSULTING
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