

**Vermont Department of Environmental Conservation
Clean Water Initiative Program
Installing and Maintaining your Clean Water Project**

Dear [Town of Bristol](#),

Thank you for partnering with us 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.

The Agreement allows staff from the Vermont Department of Environmental Conservation to access the project on your property for planned visits with necessary equipment for the following purposes: 1) to regularly inspect the project to ensure proper function, and 2) to conduct routine maintenance activities that include [cleaning out erosion control structures to ensure unfettered flow of stormwater](#), to keep the project working properly. We may also request to visit your property if damage is suspected (such as after a large storm) to inspect and possibly perform repairs. If you have concerns about damage to a project or if there is something you feel is not working properly, please contact us to request a site visit. All visits will be scheduled by [Addison County Regional Planning Commission](#) via [phone \(802-388-3141\)](#) with at least 48 hours’ notice. Refer to the Operation and Maintenance Plan in the Agreement for more details.

Agreement Duration

The Site Access **License** Agreement will initially last for **10** 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 automatically

renew for consecutive 10-year terms. You or the Clean Water Service Provider (CWSP) can choose to cancel this agreement at any time following certain notice requirements. If you have concerns, the agreement requires you to inform the CWSP of these concerns at least 60 days before sending a termination notice. You can send the notice of concerns 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 the [Addison County Regional Planning Commission](#) 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. In the event that the Department of Environmental Conservation re-assigns 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, please [do periodically inspect the erosion control structures](#). [Please do not promote road uses that compromise the effectiveness and longevity of the erosion-control structures](#). We will implement 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.

If you have any questions or concerns about site visits, maintenance activities, or the project itself, please contact [Addison County Regional Planning Commission](#) and we will work with you. 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!

Please indicate a single entity who will serve as the landowner liaison. This organization will communicate with the landowner to schedule verification and maintenance site visits, and address landowner's concerns and questions.

Landowner Liaison Organization: [Vermont Family Forests](#)
Contact Person: [David Brynn](#)
Phone: 802-453-7728 Email: info@familyforests.org

Clean Water Project Location: [Seth Hill Waterworks, Waterworks Road, Lincoln, VT](#)
Landowner Name: [Town of Bristol](#)
Indicate preferred contact method: Phone: 802-453-2410
Email: town@bristolvt.org

Clean Water Service Provider: [Addison County Regional Planning Commission](#)
Contact Person for Clean Water Service Provider: [Mike Winslow](#)
Phone: 802-388-3141 Email: mwinslow@acrpc.org

**TOWN OF BRISTOL
SITE ACCESS LICENSE AGREEMENT
FOR SETH HILL WATERWORKS CLEAN WATER PROJECT**

- 1. Site Access License Start Date:** [November 10, 2024](#)
- 2. Parties and Contact Information.** The Landowner and Clean Water Service Provider (the Parties) and their contact information are:

Landowner:

| | |
|---------------------------|--|
| Landowner Name | Town of Bristol |
| Landowner Phone: | 802-453-2410 |
| Landowner Email: | town@bristolvt.org |
| Landowner Mailing Address | PO Box 249 Bristol, VT 05443 |

Clean Water Service Provider (CWSP):

| | |
|----------------------|---|
| CWSP | Addison County Regional Planning Commission |
| CWSP Phone: | 802-388-3141 |
| CWSP Email: | mwinslow@acrpc.org |
| CWSP Mailing Address | 14 Seminary St. Middlebury, VT 05753 |

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: [Seth Hill Property, Water Works Rd. Lincoln, VT](#)

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): | 44.14585 °N , 72.96304°W |
|---|--|

- 4. Project Description.** The Project and operation and maintenance will consist of the following:

| | |
|--|---|
| Project Type: | Stormwater Implementation |
| Practice Type: | Forest Road and Trail Erosion Control |
| Watershed Projects Database ID: | |
| Project Title: | Seth Hill Waterworks Forest Roads Improvement |
| Project Implementation Completion Date: | October, 2024 |
| Project Design Life *: | 10 |
| Special Equipment Required, if any*: (e.g., Vactor truck, anything other than hand tools) | |

[Add additional project description table if multiple practices]

| 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) |
| Debris removal as needed, cleaning out erosion control structures to ensure unfettered flow of stormwater. | As needed |

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

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:** 11/10/2024 to 11/10/2034 (10 years, consistent with 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 10-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.

TOWN OF BRISTOL
SITE ACCESS LICENSE AGREEMENT
FOR A CLEAN WATER PROJECT
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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. 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.

Approved by the Bristol Selectboard at a duly noticed meeting on the _____ of _____, 2024.

LEGISLATIVE BODY

| | |
|-----------------------------|-------|
| Joel Bouvier, Chair | _____ |
| Michelle Perlee, Vice Chair | _____ |
| Ian Albinson | _____ |
| John "Peeker" Heffernan | _____ |
| Jessica Teets | _____ |

ATTEST: _____

Exhibit A – Site plan with details of Project Area
Exhibit B – Access restrictions description -- RESERVED