

**PROJECT REVIEW COVER MEMO**

TO: LAMOILLE BASIN WATER QUALITY COUNCIL (BWQC)  
FR: LAMOILLE BASIN CLEAN WATER SERVICE PROVIDER (CWSP) STAFF  
RE: MEETING ON 1/23/25  
DA: JANUARY 16, 2025

=====

Greetings. The next meeting will be held as previously scheduled on January 23<sup>rd</sup>. The agenda for the meeting will include time for: 1) further discussion of the application submitted by the Department of Fish and Wildlife; 2) training; and 3) project sharing.

Although the motion made at the last meeting was “to **table** the application and call a special meeting to discuss the project”<sup>1</sup> CWSP staff have listed it on the agenda as though the motion had been made to continue discussion at the next meeting. This will avoid the need for any motion "to take from the table."

Additional material about the agenda items is included in this packet.

...

---

<sup>1</sup> A special meeting was scheduled and warned; it was later canceled to provide the applicant with time to possibly revise their request.

## AGENDA

Lamoille Basin Water Quality Council (BWQC)  
Thursday, January 23, 2025  
9:00-11:00 AM

Remote /Zoom meeting  
(Zoom details below)

1. Welcome and introductions
2. Meeting protocols
3. Conflict of interest declarations, if any
4. Review/adjust and approve agenda
5. Approval of minutes
6. Public comment not related to items on agenda
7. Seating of members (if any)
8. Budget Adjustment requests (if any)
9. Application filed in response to round 6 "Call for Projects" (Tabled Item)
10. "Training Time" starting with Site Access
11. Project Sharing
12. Updates
13. Conclusion

Please Note: The schedule for the upcoming application round in Lamoille Basin is as follows:

Round #	Open	Deadline
7	February 6, 2025	March 13, 2025
8	April 3, 2025	May 8, 2025

Join Zoom Meeting

<https://us02web.zoom.us/j/86562460349?pwd=dCtISjdHSGI1OFZ6Z2Z2ndTRPQ1pRQT09>

Meeting ID: 865 6246 0349  
Passcode: 031502

Dial by your location  
+1 312 626 6799 US (Chicago)  
+1 646 558 8656 US (New York)  
+1 646 931 3860 US

Staffing provided by Northwest Regional Planning Commission (NRPC), the Basin 6 Clean Water Service Provider. NRPC's physical / mailing address is 75 Fairfield Street, St. Albans, Vermont 05482.

*In accordance with provisions of the Americans with Disabilities Act (ADA) of 1990, and Vermont's Open Meeting Law, the NRPC will ensure public meeting sites are accessible to all people or provide an opportunity to request accommodations. Requests for free interpretive or translation services, assistive devices, designation of a physical meeting location, electronic access to a meeting, or other requested accommodations, should be made to Amy Adams, NRPC Title VI Coordinator, at 802- 524-5958 or aadams@nrpcvt.com, no later than 2 business days prior to the meeting for which services are requested.*

Welcome and introductions

Meeting protocols

## Zoom Norms and Inclusive Language

- Introductions of all participants at each meeting
- As possible, BWQC members should have in their Zoom Name/Title the following: Name, Organization, “Voting” or “Alternate”, and pronouns (if desired)
- BWQC members are expected to have cameras turned on during entirety of meeting, as technically possible.
- BWQC members are expected to stay focused / avoid multi-tasking and follow the guidance of: “if you wouldn’t do something in an in-person meeting don’t do it in a virtual meeting”
- BWQC members will use the “raise hand” function on Zoom to indicate a request to speak / come off mute – this is in an effort to make sure all are heard in turn.
- All members will stay muted until called upon; if needed, CWSP staff may mute participants to avoid background noise
- Any comments made in the chat will be read aloud at the appropriate time by the CWSP staff in full for the public record / record.

### **Inclusive Language**

<https://pronouns.org/what-and-why>

Conflict of interest declarations, if any

Review/adjust and approve agenda

Approval of minutes



**Lamoille Basin Water Quality Council (BWQC)**

**Wednesday, December 4, 2024 (this is an adjusted meeting date due to Thanksgiving)**

**9:00 -11:00 AM**

**Remote /Zoom meeting**

Meeting video posted at <https://youtu.be/HHA5ycyGSSU>

**A VIDEO RECORDING OF THE MEETING IS AVAILABLE THROUGH THE  
NRPC YOUTUBE CHANNEL (Link above).**

**THE WRITTEN MINUTES ARE A SYNOPSIS OF THE DISCUSSION AT THE MEETING.  
MOTIONS ARE AS STATED. MINUTES WILL BE SUBJECT TO CORRECTION BY THE  
COUNCIL. CHANGES, IF ANY, WILL BE RECORDED IN THE MINUTES OF THE NEXT  
MEETING OF THE COUNCIL**

Council Members: Lauren Weston (Q), Meghan Rodier (Q), Ken Minck (Q), Christine Armstrong (Q), Erin De Vries (Q), Richard Goff, Daniel Koenemann

Q= towards quorum

Staff: Dean Pierce, Cliff Jenkins, Nora Brown

Others present: Peter's AI Notetaker, Jessica Louisos, Mike Wichrowski, Karen Bates, Ted Sedell

**1. Welcome and introductions**

Dean Pierce opened the meeting at 9:07 am as CWSP staff member.

A discussion was had about who should run the meeting, as both the Chair and Vice Chair were unable to attend. Members agreed to allow Dean Pierce to run the meeting in their absence.

A round of introductions was made.

**2. Meeting protocols**

Dean Pierce reviewed norms for meeting on Zoom.

**3. Conflict of interest declarations, if any**

Meghan Rodier indicated that she would be recusing herself from discussion of the application filed in response to the sixth round Call for Projects as staff of the applicant, Lamoille County Planning Commission.

Richard Goff also indicated that she would be recusing himself as a Lamoille County Planning Commission board member.

#### **4. Review/adjust and approve agenda**

Erin De Vries motioned to approve the agenda. Dan Koenemann seconded. Motion carried.

#### **5. Approval of minutes**

Dan Koenemann motioned to approve the minutes. Ken Minck seconded. Erin De Vries abstained as she was not at the meeting. Motion carried.

#### **6. Public comment not related to items on agenda**

No public comments were made.

#### **7. Report on budget adjustments, if any**

No budget adjustments reported.

#### **8. Review of Application filed in response to round 6 “Call for Projects”**

Dean Pierce reviewed the application made by Vermont Fish and Wildlife Department for the implementation phase of the Dorothy Smith Access Area Floodplain Restoration Project. He noted that VFWD was recently pre-qualified to implement CWSP projects through NRPC’s rolling pre-qualification process.

Meghan Rodier presented the project as regional planner for the Lamoille County Planning Commission. She reviewed the project’s eligibility for CWSP funding, background, scope, timeline, benefits, and funding to date for design and permitting. The project is seeking implementation funding of \$219,265, which includes construction, construction oversight, project management by LCPC, and 3-years of post-monitoring and O&M costs. LCPC has not secured other implementation funding, but the project is considered to be “shovel-ready.”

Mike Wichrowski provided a historical overview of VFWD’s acquisition and stewardship of the site. He described past stormwater erosion and subsequent restoration work at the site that led VFWD to identify and develop this floodplain restoration project.

Jessica Louisos shared more about SLR Consulting’s past work in the area that identified the site as a priority for floodplain restoration through both hydrological mapping and the stormwater management plan.

Dean Pierce noted that the project does not meet CWSP cost effectiveness standards. He also mentioned an outstanding question for DEC about whether the requirement for a site access easement rather than a license because funding cost is over \$200,000 still applies when site is owned by a state agency.

Dan Koenemann shared that other CWSPs have dealt with these situations by funding partially up to cost effectiveness. Dean Pierce added that this doesn’t totally solve the problem, because phosphorus credits may have to be shared with other funders.

Jessica Louisos shared that the amount of impervious surface removal that the project involves provides a major benefit that might not be captured in the phosphorus reduction numbers.

Ken Minck expressed confusion about the project's classification as non-regulatory, as it involves a site owned by a state agency.

Meghan Rodier clarified that the project is entirely voluntary and thus non-regulatory.

Dean Pierce explained that projects are regulatory when the practices being implemented are required by legislation and/or rules rather than chosen by a landowner. He also noted that DEC funding policy explicitly states that state agencies are eligible for CWSP funding.

Dan Koenemann shared that he would be open to funding the project if the CWSP is otherwise in a good position in terms of meeting its phosphorus reduction quota with available funding.

Dean Pierce noted that only one project has been completed that included a phosphorus reduction, namely the Ten Bends tree buffer planting, which along with several other projects in process leaves the CWSP in a good place quota-wise. He noted that the target cost of phosphorus reduction when DEC developed the formula for distributing Clean Water Funds was approximately \$14,000 per kilogram, with stream-oriented projects generally being the most cost effective. Cost effectiveness for this project is poorer than the CWSP is generally comfortable with, particularly if credits would have to be shared. Thus, CWSP approval may depend on whether remaining funding comes from an entity that also reports phosphorus credits. He stated that \$75,000 in total CWSP funding for the project might be tolerable, with any higher figures causing concern.

Ken Minck shared that he thinks \$219,000 is outside of the BWQC's recommendations for 3kg of reduction.

Erin De Vries disagreed, stating that \$219,000 is reasonable when including additional co-benefits and all implementation costs.

Dan Koenemann agreed with Erin De Vries but noted that DEC regulation essentially means only phosphorus reduction numbers can be considered.

Erin De Vries asked about the process for calculating co-benefits.

Dean Pierce shared there is a calculation in ranking system that considers co-benefits, but that it is really most useful when choosing between projects.

Lauren Weston expressed strong support for funding this project. She felt that otherwise the message would be sent that BWQCs can't get anything done, even on state-owned land in a flood-prone area. Since much work and money has already gone into this project, and since not a lot of projects are submitted to the BWQC for funding, she felt it is important to get something done rather than nothing, particularly for community engagement.

Dan Koenemann asked whether, were the project to be funded as proposed, a message would be sent that the BWQC is willing to fund projects at any level of phosphorus reduction and cost effectiveness.

Lauren Weston shared that she is willing to live with a bad precedent in that case.

Ken Minck asked about what was spent on the preliminary phases leading up to implementation, since these phases were not funded by the CWSP.

Meghan Rodier shared that \$40,000 was spent for final design and SLC's time for permitting, plus an additional archaeological assessment funded by VFWD. She couldn't provide figures for preliminary design, as it was completed as part of the stormwater master plan and hard to separate from the rest of the plan.

Ken Minck again expressed a desire to stay within cost effectiveness guidelines, even for otherwise attractive projects.

Dean Pierce noted that cost effectiveness numbers are best practices and not rules. He reminded members that while the CWSP needs BWQC approval to issue a task order, BWQC recommendations are not a mandate to the CWSP.

Lauren Weston noted that these cost effectiveness standards are based on outdated construction projects and incomplete plans meaning it might be unlikely to ever get a proposal that meets cost effectiveness standards given increasing costs. She shared that while she understands that CWSP needs to follow these rules, she finds it frustrating that CWSP staff ultimately decide rather than BWQC, which doesn't seem to be what legislators intended for community ownership of projects.

Dean Pierce pointed out it did not appear the council would meet quorum requirements to hold a successful vote (five votes required to approve).

Ken Minck suggested approving \$195,000 to avoid the requirement for a site access easement. Dean Pierce clarified that under current DEC policy the project would still require an easement if total implementation costs exceed \$200,000 in state funding. Mike Wichrowski shared that VFWS lawyers were of the opinion that an easement likely isn't required for a project on state lands and an alternative could be negotiated.

Discussion then followed of the structure of alternates for absent council members, particularly whether each alternate may only replace one specific member or fill in as needed.

A straw poll of council members was conducted to gauge support for the project. The project was not determined to have enough votes in favor to receive funding at this time, but as quorum was not met an official vote could not be held.

Lauren Weston motioned to table the application and call a special meeting to discuss the project at the soonest possible date. Erin De Vries seconded. Motion carried.

## **9. Training: O&M procedures and systems and costs**

With limited time, Dean Pierce suggested moving forward to the project status round table. Members agreed to revisit this agenda item at a future meeting.

## **10. Round Table: Status of projects**

Ted Sedell provided an update on Orleans County NRCD's project on the Barr Property on Caspian Lake. He shared that the NRCD had contracted with Fluid State for design and permitting. They had also successfully delineated the wetland and conducted site visit with Staci Pomeroy of DEC. They have scheduled a meeting on January 21 to discuss design, after which they would have a good sense of 60% design for review.

Erin De Vries shared that Vermont River Conservancy will start work on a planning grant for the Lamoille River basin from Lake Champlain Basin Program in January. The project will include geomorphic assessments in river corridors for prioritization mapping, followed by ground truthing in the summer. VRC is hoping to start bringing projects identified through this process to the BWQC by the end of 2025.

Dean Pierce shared that Ken Minck was recently involved in a completed gully project in Basin 5. He expressed interest in finding more of these projects in the Lamoille Basin since they score so well with phosphorus reduction, even if they can be hard to fund.

### **11. Updates/Brief announcements**

Dean Pierce reminded members that the next two funding rounds open February 6 and April 3, respectively.

### **12. Future meeting topics**

The next regular meeting of the Lamoille BWQC is scheduled for January 23, 2025. Dean Pierce agreed to send a poll to members to schedule a special meeting for continued discussion of the Dorothy Smith Floodplain Restoration project.

Ken Minck requested future discussion to provide more clarity on the use of alternates for absent council members, namely whether alternates may only replace one member or whether they may replace whoever is absent.

### **13. Conclusion**

Meghan Rodier motioned to adjourn. Ken Minck seconded. Motion carried. Meeting adjourned at 10:49am.

Public comment not related to items on agenda

Application filed in response to round 6 "Call for Projects" (Tabled Item)

## PROJECT REVIEW COVER MEMO

TO: LAMOILLE BASIN WATER QUALITY COUNCIL (BWQC)  
FR: LAMOILLE BASIN CLEAN WATER SERVICE PROVIDER (CWSP) STAFF  
RE: APPLICATION UNDERGOING REVIEW ON 1/23/25  
DA: JANUARY 16, 2025

=====

As previously noted, one application was received in response to the round 6 “Call for Projects.” The project proposes to restore portions of the floodplain located at the Dorothy Smith Access Area in Cambridge. The BWQC commends discussion of the application on December 4, 2024.

The applicant (Vermont Fish and Wildlife Department) initially sought \$219,265 for a project with annual phosphorus reduction estimated (by project designer) at less than 3 kilograms. Concerns were expressed regarding relatively low cost effectiveness, and CWSP staff advised awarding only partial funding.

Vermont Fish and Wildlife Department, with assistance of Lamoille County Planning Commission, is currently developing a revised funding request. Details of the revised request were not available when the meeting packet was to be issued. However, CWSP staff will forward them to BWQC members once received.

Please note that the complete application package (included in earlier mailings) may be retrieved from these links on NRPC’s web page <https://www.nrpcvt.com/services-programs/water-resources/cwsp-agendas-minutes/> :

[Meeting packet for December 4](#)

[Meeting packet for December 19](#) (canceled)







DOROTHY SMITH  
ACCESS AREA  
FLOODPLAIN  
RESTORATION  
PROJECT-  
IMPLEMENTATION  
PHASE



Presented by: Meghan Rodier, Regional  
Planner, Lamoille County Planning  
Commission

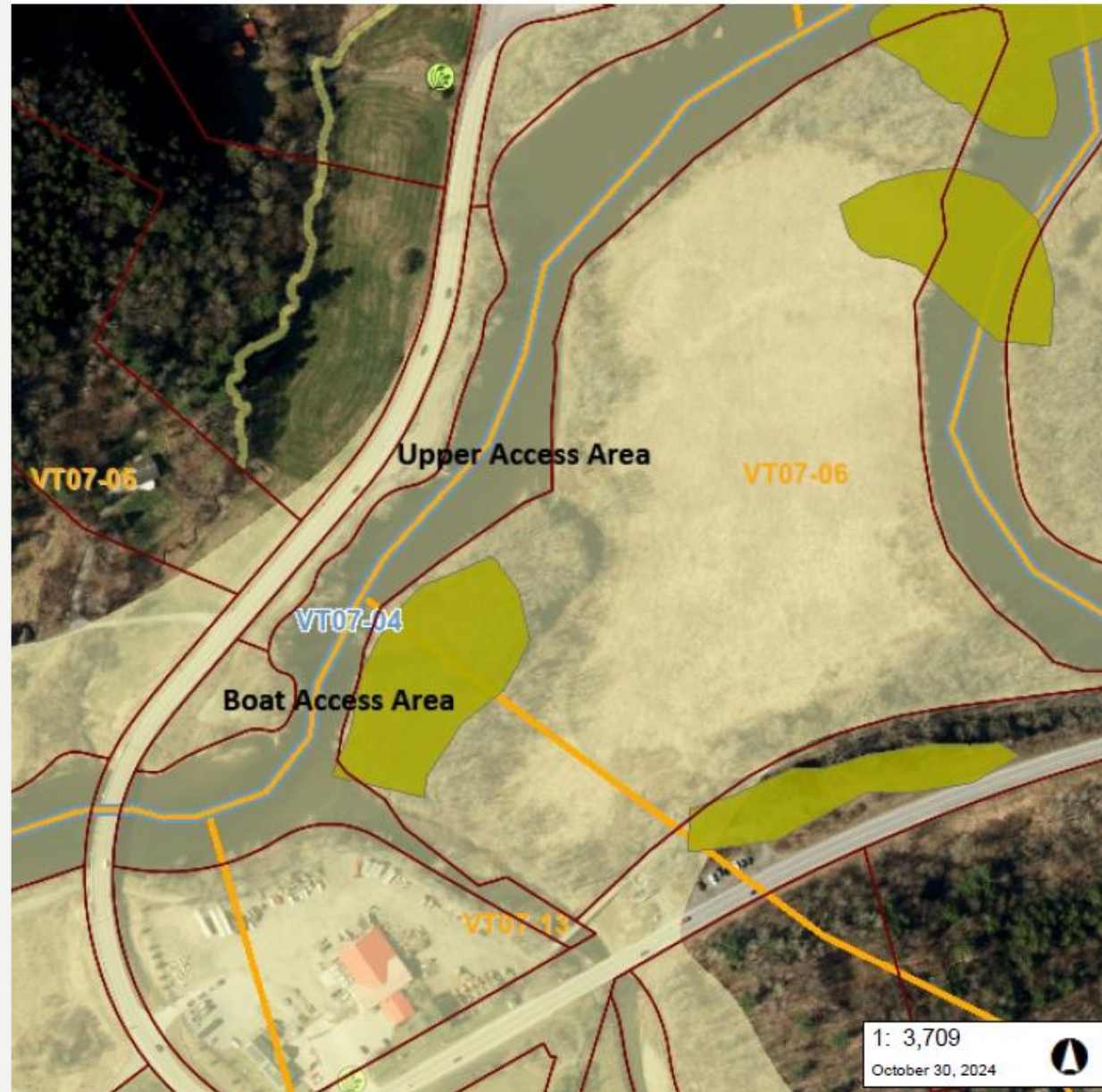
# PROJECT AREA

- ❑ Located immediately upstream of the confluence of the Brewster and Lamoille Rivers in Jeffersonville Village in Cambridge
- ❑ Located upstream of the VT 108 Bridge
- ❑ Crucial location for ice, debris, and sediment to settle out, to reduce sedimentation inputs and phosphorus loading into the Lamoille River
- ❑ On VFWD owned land outside the VTrans ROW

## Dorothy Smith Access Area

Vermont Agency of Natural Resources

vermont.gov



### LEGEND

#### Wetland - VSWI

Class 1 Wetland

Class 2 Wetland

Wetland Buffer

Wetlands Advisory Layer

River Main Stem Waterbodies

WBID Watersheds

River Corridors (Aug 27, 2019)

.5 - 2 sqmi.

.25 - .5 sqmi.

DFIRM Flood Hazard Areas (C

FEMA-digitized data)

AE (1-percent annual chance floodpl.

A (1-percent annual chance floodpl.

AO (1-percent annual chance zone

feet)

0.2-percent annual chance flood ha

Soils - Hydric

Parcels (standardized)

ACT250 Permits

Town Boundary

### NOTES

# PROJECT BACKGROUND

- ❑ Included in 2021 Cambridge/Jeffersonville Stormwater Master Plan as an erosion hot spot
- ❑ One of two restoration-based projects included in the Stormwater Master Plan
- ❑ Due to the floodplain restoration concept and restoration-based alternatives proposed the project was entered into VT Watershed Database as a “Floodplain Restoration” Project for the whole site
- ❑ Proposed alternatives are designed to become part of the natural landscape



Post July 2023 Flood, Dorothy Smith -Upper Access Area

# PROJECT FUNDING

- ❑ Preliminary Design funded by combination of VT DEC DIBG and ERP Grants
- ❑ Final Design/Permitting Phase funded by VT DEC DIBG
- ❑ CWSP Request for implementation \$219,265 (includes construction, construction oversight, LCPC Project Management, 3-year post monitoring/O/M cost)



# PROJECT SCOPE-LOWER ACCESS AREA

- Lower floodplain/create floodplain cut
- Remove gravel /restore floodplain
- Revegetate floodplain with seed mix and trees
- Narrow existing access road to 6ft wide walking path to boat access



Post July 2023 flood, Dorothy Smith Access Area  
-Lower Access Area

# PROJECT SCOPE-UPPER ACCESS AREA

- Plant/stabilize eroding streambank (Willow live stakes/ bare root trees)
- Remove asphalt/revegetate and restore riparian habitat
- Remaining parking lot space will form a more controlled access point
- Retain a 6ft walking path from remaining parking area
  - For fishing access in upper access area
  - To lower boat access



Dorothy Smith Access Area  
-Upper Access Area

# PROJECT BENEFITS

- Increases floodplain access
- Provides flood storage capacity
- Provides space for debris, sediment to settle out and reduce ice/debris jams by VT 108 bridge
- Restores riparian habitat
- Enhances recreational space
- Reduces phosphorus loading

## Estimated Phosphorus Credit for Stream Stability and Storage

SubUnit(s) IDs: 16\_R08-\_7\_C00, 16\_R09-\_1\_C00

Town: CAMBRIDGE

Projects Included: Plant Floodplain, Lower Floodplain

Stream Names: -

Project Area (acres): 0.8999999999999999

### Stream Stability and Storage Credit Summary

	Year 1 Credit (kg)	Year 2+ Credit (kg/yr)	Estimated 15 Yr Lifespan Credit (kg)
<b>Floodplain Connectivity (Lateral - Vertical)</b>			
Stream Stability	0.1	0.1	1.5
Storage	6.2	2.8	46.2
<b>Stream Connectivity (Longitudinal - Temporal)</b>			
Stream Stability	0.0	0.0	0.0
TOTAL	6.3	2.9	47.7



# PROPOSED PROJECT TIMELINE

## Project Schedule

### Dorothy Smith Access Area Floodplain Restoration Project- Implementation

*Please see below a proposed project schedule for the implementation phase based on anticipated milestones. This schedule is subject to change based on when this project receives funding for implementation.*

<b>Milestone</b>	<b>Milestone Completion Timeline</b>
Permits Filed	Filed in November, 2024
Required permits secured	February 1 <sup>st</sup> , 2025
Project initiated; RFB issued	February 15 <sup>th</sup> , 2025
Contractor selected	April 1 <sup>st</sup> , 2025
Pre-Construction Meeting	June 30, 2025
Floodplain Restoration project implemented (construction phase)	October 1 <sup>st</sup> , 2025
Final Reporting Submitted	December 1 <sup>st</sup> , 2025

“Training Time” starting with Site Access

# MEMORANDUM

TO: LAMOILLE BASIN WATER QUALITY COUNCIL (BWQC)  
FR: LAMOILLE BASIN CLEAN WATER SERVICE PROVIDER (CWSP) STAFF  
RE: MATERIALS FOR TRAINING AGENDA ITEM  
DA: JANUARY 16, 2025

=====

**As part of the agenda for the meeting on January 23, ECO AmeriCorps Service member Nora Brown will facilitate a training session relating to Operations and Maintenance,** including DEC's requirements and NRPC's system for monitoring signed agreements over the design life of a project. All completed clean water projects are required to have a completed O&M plan, including a site access agreement (or *easement*, when the investment costs made by the State of Vermont will be \$200,000 or higher), and document required maintenance and yearly verifications.

Required documents can be found on DEC's [website](#). Nora will go over the recent changes to the site access agreement form, which were implemented in October. (See attached.)

**Nora will also go over NRPC's internal procedures for documenting O&M.** Completed agreements, once fully executed, will be added to a database for monitoring. Those responsible for O&M on given projects will be asked to use the following forms to provide NRPC with updates regarding individual projects:

- [Ownership Conveyance](#): in the case of a transfer of land ownership where a clean water project is located, this form will be used to update landowner contact information.
- [Notification of Automatic Renewal](#): site access agreements that automatically renew at the end of the project's stated design life require notification to be sent to landowners at least 60 days in advance of the renewal. This form documents that these notifications have been sent and when.
- [Expenditure Documentation](#): this form allows for the reporting of individual maintenance expenses, which are then used to track what has been spent on a given project to date.

Dean Pierce may offer further comments relating to O&M expenditures, including the potential for implementation projects to include in their budgets some O&M related expenses, and other training topics.

LICENSE FORM

## Installing and Maintaining your Clean Water Project

Dear \_\_\_\_\_ *[landowner's name]*,

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 \_\_\_\_\_ *[list the relevant organizations]* and 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 install the project, 2) to regularly inspect the project to ensure proper function, and 3) to conduct routine maintenance activities that include \_\_\_\_\_ *[short description of common maintenance activities]* 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 \_\_\_\_\_ *[landowner liaison organization]* via phone or email *[indicate landowner's preferred contact method]* 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 \_\_\_\_\_ years *[fill in design life]*

*term*]. 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 \_\_\_-year terms *[fill in the mutually agreed upon renewal term]*. 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 \_\_\_\_\_ *[CWSP]* 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/do not** \_\_\_\_\_ *[upon communication with landowner, and at the liaison or CWSP’s discretion, list instructions or maintenance tasks that the landowner can do themselves and any activities they should refrain from doing to not cause harm to the project]*. 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 \_\_\_\_\_ *[landowner liaison organization]* 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: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Clean Water Project Location: \_\_\_\_\_  
Landowner Name: \_\_\_\_\_  
*Indicate preferred contact method:* Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Clean Water Service Provider: \_\_\_\_\_

Contact Person for Clean Water Service Provider: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**SITE ACCESS LICENSE AGREEMENT**  
**FOR A CLEAN WATER PROJECT**

1. **Site Access License Start Date:** \_\_\_\_\_
2. **Parties and Contact Information.** The Landowner and Clean Water Service Provider (the Parties) and their contact information are:

Landowner:

Landowner Name	
Landowner Phone:	( ) -
Landowner Email:	
Landowner Mailing Address	

[Add Additional Landowner tables if needed]

Clean Water Service Provider (CWSP):

CWSP	
CWSP Phone:	( ) -
CWSP Email:	
CWSP Mailing Address	

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:  
\_\_\_\_\_ (the Property).  
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):	Latitude °N , Longitude °W
---	----------------------------

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

Project Type:	Choose a Project Type
Practice Type:	Choose a Practice Type
Watershed Projects Database ID:	
Project Title:	
Project Implementation Completion Date:	
Project Design Life *:	
Special Equipment Required, if any*: (e.g., Vactor truck, anything other than hand tools)	



[Add additional project description table if multiple practices]

<b>Operation and Maintenance (O&amp;M) Plan</b>	
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)

\*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:** \_\_\_\_\_ to \_\_\_\_\_ (\_\_\_\_\_ 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 \_\_\_\_-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. 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: \_\_\_\_\_ Date

\_\_\_\_\_  
 Party Name: \_\_\_\_\_ Date

\_\_\_\_\_  
 Party Name: \_\_\_\_\_ Date

\_\_\_\_\_  
 Party Name: \_\_\_\_\_ Date

- [Exhibit A – Access description]
- [Exhibit B – Site plan with details of Project Area]
- [Exhibit C – Supplemental provisions following [Guidance Chapter 7](#), if applicable]

## Installing and Maintaining your Clean Water Project

Dear \_\_\_\_\_ *[landowner's name]*,

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 Easement Agreement 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*

Page One describes the parties to the Agreement, the property, the general clean water project context (with reference to the state statute and rule that supports this project), and the parties' intent for access to the property and installation, maintenance, and inspection of the project.

#### *Project Description*

Pages Two and Three provide contact information as well as project details including location, expected "design life" (the number of years we expect that the project will protect water quality), maintenance activities needed to keep the project in good condition, and the frequency of those maintenance activities.

#### *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 \_\_\_\_\_ *[list the relevant organizations]* and 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 install the project, 2) to regularly inspect the project to ensure proper function, and 3) to conduct routine maintenance activities that include \_\_\_\_\_ *[short description of common maintenance activities]* 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 \_\_\_\_\_ *[landowner liaison organization]* via phone or email *[indicate landowner's preferred contact method]* with at least 48 hours' notice. Refer to the Operation and Maintenance Plan in the Agreement for more details.

Note that the Agreement prevents you from making a trespass or similar claim against

the parties that are being authorized to enter your property for the reasons listed, but you retain the right to make a claim for negligent acts or omissions by those parties.

***Agreement Duration***

The Site Access Easement Agreement will initially last for \_\_\_\_ years *[fill in design life term]*. 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 easement will automatically renew for consecutive \_\_\_\_-year terms *[fill in the mutually agreed upon renewal term]*. You or the CWSP can choose not to renew the easement, by sending written notice by Certified or Registered US Mail at least 180 days before the scheduled renewal date. The easement is intended to remain on the property even if it is transferred to a new landowner. To ensure that future landowners know about the easement in advance, the CWSP will record it in your municipality’s land records. If you decide to transfer the property, please communicate this landowner change to \_\_\_\_\_ *[CWSP]* 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/do not* \_\_\_\_\_ *[upon communication with landowner, and at the liaison or CWSP’s discretion, list instructions or maintenance tasks that the landowner can do themselves and any activities they should refrain from doing to not cause harm to the project]*. 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 \_\_\_\_\_ *[landowner liaison organization]* 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: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Clean Water Project Location: \_\_\_\_\_  
Landowner Name: \_\_\_\_\_  
*Indicate preferred contact method:* Phone: \_\_\_\_\_

Vermont Department of Environmental Conservation Clean Water Initiative Program  
Form Version 2 Updated: 1/16/2025 8:34:00 AM  
Project WPD ID:  
Email: \_\_\_\_\_

Clean Water Service Provider: \_\_\_\_\_  
Contact Person for Clean Water Service Provider: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

EASEMENT FORM

**SITE ACCESS EASEMENT AGREEMENT**  
**FOR A CLEAN WATER PROJECT**

THIS SITE ACCESS EASEMENT AGREEMENT FOR A CLEAN WATER PROJECT (Agreement) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between: \_\_\_\_\_ of \_\_\_\_\_, Vermont, [add additional landowner lines if needed] and their heirs, administrators, successors, and assigns (collectively, "Landowner"); and \_\_\_\_\_ ("Clean Water Service Provider" or "CWSP" and with Landowner, the "Parties").

**WHEREAS**, the Landowner owns certain land and premises located at \_\_\_\_\_ in \_\_\_\_\_, Vermont ("Property"), as set forth in Exhibit A, within the \_\_\_\_\_ watershed 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**, Landowner wishes 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 \_\_\_\_\_ years (Design Life);

**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:

Landowner Name	
Landowner Phone:	( ) -
Landowner Email:	
Landowner Mailing Address	

[use below if applicable]

Landowner Name	
Landowner Phone:	( ) -
Landowner Email:	
Landowner Mailing Address	

Landowner Name	
Landowner Phone:	( ) -
Landowner Email:	
Landowner Mailing Address	

[Add Additional Landowner tables if needed]

Clean Water Service Provider:

CWSP	
CWSP Phone:	( ) -
CWSP Email:	
CWSP Mailing Address	

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

**2. Location of Project.** The Project is located at:\_\_\_\_\_.

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):	Latitude °N , Longitude °W
---	----------------------------

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

Project Type:	Choose a Project Type
Practice Type:	Choose a Practice Type
Watershed Projects Database ID:	
Project Title:	
Project Implementation Completion Date:	
Project Design Life*:	
Special Equipment Required, if any*: (e.g., Vactor truck, anything other than hand tools)	
Frequency of Regular Inspections*:	

[Add additional project description tables if multiple practices]

<b>Operation and Maintenance Plan</b>	
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)

\*If O&M plans are updated to reflect new knowledge and best practices, they may be mutually signed and placed in the CWSP's files without the need to update the easement itself.

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

4. **Grant of Site Access Easement.** Landowner, for themselves and their heirs, administrators, successors, and assigns, hereby gives, grants, sells, conveys and confirms to the CWSP and its agents, employees, contractors, successors, subgrantees, and assigns, an easement and 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 Landowner at the last phone number and email provided to the CWSP.

5. **Limited Release.** Landowner hereby waives, releases and discharges any claims, whether styled as trespass or otherwise, that may arise from the entry described in Section 4.
6. **Retention of Certain Other Rights.** Notwithstanding Section 4 of this Agreement, the Landowner retains 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.
7. **Term of Site Access Easement.** The Grant of Site Access Easement shall run with the land and be effective for a term of \_\_\_\_\_ years, or until \_\_\_\_\_ [must be at least as long as the Design Life] (Easement Term). After the Easement Term, the Site Access Easement shall automatically renew for consecutive \_\_\_\_-year terms subject to the right of either party to decline renewal of the Site Access Easement by providing the other party 180 days' written notice by Certified or Registered US Mail with or without cause. Renewal declinations must be sent by either party at least 180 days before the scheduled renewal date.
8. **Notice of Conveyance of Property or CWSP Role.** Landowner hereby agrees to make its best efforts to inform the CWSP by email 30 days prior to conveying the Property to a subsequent owner. Landowner will be notified if a different entity is assigned to the Basin CWSP role.
9. **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. Landowner 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.
10. **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. Landowner releases CWSP from any obligation to restore the Project Area or reclaim any changes to the Property contemplated within the Project Description.

TO HAVE AND TO HOLD, all right and title in and to the herein conveyed rights and this Site Access Easement with all the privileges and appurtenances thereof, unto the CWSP, its authorized representatives, successors and assigns to their own use and behoof forever; and the Landowner, \_\_\_\_\_, for itself and its heirs, successors and assigns, does covenant with CWSP, its authorized representatives, successors and assigns, that from and after the ensembling of these presents, it is the sole owner of the Property, and has good right and title to convey the same in the manner aforesaid, and they are FREE FROM EVERY ENCUMBRANCE and it hereby engages to WARRANT and DEFEND the same against all lawful claims whatever.

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

\_\_\_\_\_  
Party Name: \_\_\_\_\_ Date

\_\_\_\_\_  
Party Name: \_\_\_\_\_ Date

\_\_\_\_\_  
Party Name: \_\_\_\_\_ Date

\_\_\_\_\_  
Party Name: \_\_\_\_\_ Date

[Easement requires notary]

[Exhibit A – Access description; for Easement include Property Deed description]

[Exhibit B – Site plan with details of Project Area]

[Exhibit C – Supplemental provisions following [Guidance Chapter 7](#), if applicable]

## Project Sharing

## MEMO

TO: LAMOILLE BASIN WATER QUALITY COUNCIL (BWQC)  
FR: LAMOILLE BASIN CLEAN WATER SERVICE PROVIDER (CWSP) STAFF  
RE: Project Roundtable  
DA: JANUARY 16, 2025

---

As noted previously, at least a couple of other Basin Councils feature at their meetings occasional presentations or brief updates from all parties who have received funding. Time is available on the agenda for at least some subgrant recipients to provide reports on their progress, challenges, etc. (NRPC have reached out in a quest for volunteers.)

For your reference, a list of all projects funded to date is once again attached.

WPD ID*	Project Manager / Sub-Grantee*	Project Name*	Project Type*	Town, County or Region*	Date Project Selected for Funding	Formula Grant Funding Amount Awarded*	Date Formula Grant Sub-Agreement Executed*	Estimated Annual Phosphorus Reduction (kg/yr)*
11361	Lamoille County Conservation District	Rocky Woods Strategic Wood	Floodplain/Stream Restoration - Preliminary Design	Elmore	3/23/2023	\$ 3,373.86	6/27/2023	10.26
11358	Lamoille County Conservation District	Church St Post Office Stormwater	Stormwater - Preliminary Design	Hyde Park	3/23/2023	\$ 21,173.75	6/27/2023	1.21
9536	Town of Fairfax, VT	Bellows Free Academy East -	Stormwater - Final Design	Fairfax	3/23/2023	\$ 75,000.00	6/27/2023	1.51
11322	Town of Jericho	Jericho Center Stormwater	Project Development	Jericho	3/23/2023	\$ 22,158.00	7/19/2023	
10655	Lamoille County Conservation District	West Loop Road Assessment -	Stormwater - Preliminary Design	Elmore	7/21/2023	\$ 8,898.50	11/30/2023	3.80
10299	Lamoille County Conservation District	SW28: Lacasse Road - MRGP Road	Stormwater - Preliminary Design	Elmore	7/21/2023	\$ 5,598.50	11/30/2023	3.40
11433	Lamoille County Planning Commission	Gulf Road Bridge	Floodplain/Stream Restoration - Preliminary Design	Wolcott	7/21/2023	\$ 44,000.00	11/30/2023	80.20
11395	Lamoille County Planning Commission	Centerville Brook Dam Removal and	Dam Removal - Preliminary Design	Hyde Park	7/21/2023	\$ 45,000.00	11/30/2023	18.42
11771	Lamoille County Conservation District	10 Bends Stream Buffer Project – Pla	River - Planting (Riparian Buffer Planting)	Hyde Park	4/3/2024	\$12,374.41	4/29/2024	8.2
11772	Lamoille County Planning Commission	Vermont Studio Center Floodplain Re	Floodplain/Stream Restoration - Preliminary Design	Johnson	4/3/2024	\$35,782.14	6/3/2024	5.82
11774	Lamoille County Conservation District	Rocky Woods Strategic Wood Additio	Floodplain/Stream Restoration - Implementatio	Elmore	4/3/2024	\$104,973.06	5/10/2024	11.19
11953	Orleans County Conservation District	Cemetery Brook Floodplain	Floodplain/Stream Restoration - Final Design	Greensboro	5/23/2024	\$ 10,100.00	7/19/2024	7.50

Updates/Conclusion