

## STATE OF VERMONT GRANT AGREEMENT

## Part 1-Grant Award Detail

## SECTION I - GENERAL GRANT INFORMATION

<sup>1</sup> Grant #: 06140-2022-ARPA-CWB-05		<sup>2</sup> Original <input checked="" type="checkbox"/>		Amendment # <input type="checkbox"/>	
<sup>3</sup> Grant Title: ARPA 3 ACRE Private-Public Partnership Project Construction- Hinesburg Cheese factory					
<sup>4</sup> Amount Previously Awarded: \$0.00		<sup>5</sup> Amount Awarded This Action: \$449,375.00		<sup>6</sup> Total Award Amount: \$449,375.00	
<sup>7</sup> Award Start Date: Upon Signature		<sup>8</sup> Award End Date: 06/30/2026		<sup>9</sup> Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
<sup>10</sup> Vendor #: 0000040124		<sup>11</sup> Grantee Name: Town of Hinesburg			
<sup>12</sup> Grantee Address: 10632 VT Route 116					
<sup>13</sup> City: Hinesburg			<sup>14</sup> State: VT	<sup>15</sup> Zip Code: 05461	
<sup>16</sup> State Granting Agency: Department of Environmental Conservation				<sup>17</sup> Business Unit: 06140	
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$0.00		Description:	
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>					

## SECTION II - SUBRECIPIENT AWARD INFORMATION

<sup>21</sup> Grantee UEI #: GGDVKGH3HDN5		<sup>22</sup> Indirect Rate: 0.00 % (Approved rate or de minimis 10%)		<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 6		<sup>25</sup> R&D: <input type="checkbox"/>			
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

## SECTION III - FUNDING ALLOCATION

STATE FUNDS					Required Federal Award Information		
Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions			
General Fund			\$0.00				
Special Fund		\$0.00	\$0.00				
Global Commitment (non-subrecipient funds)			\$0.00				
Other State Funds			\$0.00				
FEDERAL FUNDS (includes subrecipient Global Commitment funds)					Required Federal Award Information		
<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Fed Award Date	<sup>38</sup> Total Federal Award
21.027	Coronavirus State and Local Fiscal Recovery Fund		\$449,375.00	\$449,375.00	SLFRP4407	03/03/2021	\$1,049,287,303.00
<sup>39</sup> Federal Awarding Agency: U.S. Department of the Treasury		<sup>40</sup> Federal Award Project Descr: Stormwater Infrastructure					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
<b>Total Awarded - All Funds</b>		<b>\$0.00</b>	<b>\$449,375.00</b>	<b>\$449,375.00</b>			

## SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: Nicole Streeter	NAME: Todd Odit
TITLE: Grants Specialist	TITLE: Town Manager
PHONE: (802) 461-6668	PHONE: (802) 482-4206
EMAIL: nicole.streeter@vermont.gov	EMAIL: todit@hinesburg.org



Vermont Department of Environmental Conservation

Agency of Natural Resources

## FFA - STANDARD GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Town of Hinesburg with principal place of business at 10632 VT Route 116 Hinesburg, VT 05461, (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is a public-private stormwater partnership to install modern stormwater treatment practices under the 3-Acre Stormwater permit requirement, pursuant to the federal American Rescue Plan Act of 2021 and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, attached hereto. Detailed scope to be provided by the Subrecipient are described in Attachment A.
3. **Maximum Amount:** In consideration of the scope of work to be performed, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$449,375.00. Attachment B, Payment Provisions, provides details on how the grantee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the subrecipient without written approval from the State.
4. **Procurement:** The Subrecipient certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
5. **Ownership and Disposition Assets:** Grantee must submit a written request to retain the asset at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
6. **Source of Funds:**   \_\_\_ General             X  Federal            \_\_\_ Other  
                                   \$                           \$449,375.00                           \$           Fund
  - a. For grants funded with federal dollars only.
 

CFDA Title	Coronavirus State and Local Fiscal Recovery Fund
CFDA Number	21.027
Award Name	American Rescue Plan Act (ARPA) Vermont State Recovery Fund
Award Number	SLFRP4407
Award Year	2021
Federal Granting Agency	US Department of the Treasury
Research and Development Grant?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. **Grant Term:** The period of Subrecipient's performance shall begin upon date of execution, signified by the date of signature by the State and end on 06/30/2026.
8. **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 Subrecipient. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in

the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.

- 9. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
- 10. Fiscal Year: The Subrecipient’s fiscal year starts 07/01 and ends 06/30.
- 11. Work product ownership: Upon full payment by the State, all products of the Subrecipient’s work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.
- 12. Attachments: This Grant consists the following attachments that are incorporated herein:
  - Attachment A - Scope of Work to be Performed
  - Attachment B – Payment Provisions
  - Attachment C - Customary State Grant Provisions
  - Attachment D – State Fiscal Recovery Fund (SFR) Program Assurances
  - Attachment E – SFR Quarterly Project Report Template
  - Attachment F – Other Provisions
  - Attachment G – Terms and Conditions for Federal Subrecipients

Legal Name and UEI Number on File with the [www.sam.gov](http://www.sam.gov) (1):

Town of Hinesburg  
Print Legal Name

GGDVKGH3HDN5  
UEI Number (2)

Did this business or organization (the legal entity to which the UEI number it provided belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?\*

Yes       No

If yes, please list the top five highest paid senior executive salaries that are not available to the public:

<b>WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.</b>	
<p><b>STATE OF VERMONT</b></p> <p>By: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: <i>John Beling</i></span> FC103A7A103A406...</p> <p><b>Commissioner</b></p> <p><b>Dept of Environmental Conservation</b></p> <p><b>Date:</b> <u>8/21/2022</u></p>	<p><b>SUBRECIPIENT</b></p> <p>By: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: <i>[Signature]</i></span> GG312G519FF147A...</p> <p><b>Name:</b> (Print) <u>Todd Odit</u></p> <p><b>Title:</b> <u>Town Manager</u></p> <p><b>Date:</b> <u>8/19/2022</u></p>

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## Attachment A Scope of Work to be Performed

### Part or All of the Scope May be Sub-Granted

1. **Project Overview.** The Cheese Plant Commercial Suites is a light industrial park with a drainage area including The Cheese Plant property (SPAN # 294-093-11476), a segment of VT Route 116, and a residential development in Hinesburg (SPAN # 294-093-10844). Catamount-Malone/Hinesburg, LLC is the only listed permittee for the existing Operational Stormwater Permit (#3690.9050). This project encompasses design and construction of a gravel wetland retrofit and diversion structure that redirects runoff from the 1” storm into the gravel wetland.

**Table 1: SFR Program Information**

SFR Program	3-Acre Stormwater Permit Support
SFR Expenditure Category	EC 5.6
SFR Project Name	Public Private Partnership – Hinesburg Cheese factory
SFR Project ID No.	ANR-6140892207-004
Primary Place of Performance	44.19'53" N, 73.06'34"W
National Pollutant Discharge Elimination System (NPDES) Permit # (if applicable)	N/A
Public Water System ID # (if applicable)	N/A

2. **Statement of Need.** The Vermont Clean Water Act of 2015, and the Lake Champlain Total Maximum Daily Loads (TMDLs) identify the need to address phosphorus in stormwater runoff from existing developed lands, specifically “three-acre sites,” in order to meet the phosphorus targets in the TMDLs. This project assists a “three-acre site.”
3. **Population Served.** The project addresses stormwater runoff from approximately 5.5 acres of impervious surface, including The Cheese Plant property, a segment of VT Route 116, and a residential development nearby. This site was chosen because it will reduce direct runoff into the LaPlatte River, improving water quality and adding public benefits. Because the area is located in a flood hazard area, previous treatment measures on the site will be retrofitted for use as a stormwater treatment practice. This project will result in an estimated phosphorus reduction of 4.30 kg/yr correlating to a cost savings of \$5,666 per year. The population of Hinesburg is 5,253 with 8.62% of people living in poverty and an unemployment rate of 2.56%. The income per capita is \$49,113. This information was sourced using the Vermont Social Vulnerability Index which is based upon 2016-2020 American Community Survey data, Census Tract 35.02. The stormwater runoff addressed by this project serves to lessen the environmental impacts this community faces.
4. **Scope of Work.** The Subrecipient shall provide the following services related to design and construction of the Project:
  - a. Prepare and submit a complete “Full Notice of Intent” under Stormwater General Permit 3-9050 for the Project.
  - b. Obtain a stormwater permit authorization under Stormwater General Permit 3-9050 based on the “Full Notice of Intent.”
  - c. Construct the stormwater treatment system as authorized under Stormwater General Permit 3-9050 and submit a certification by a professional engineer per the requirements of said authorization.

**Table 1.** Milestone and Deliverables schedule:

<b>Part I: Final Design and Permit Obtainment</b>					
Cost reimbursements for Part I deliverables Not to Exceed \$110,000					
	Milestone	Deliverable	Due Date*	Budget	
1	Landowner Commitment	Letters of landowner commitment from all affected landowners indicating intent to participate in the project.	August 31, 2022	Part I Deliverables NTE \$110,000	
2	Determination of Operations & Maintenance (O&M) responsible party	Documentation of O&M responsible party once project is implemented, including acknowledgement the stormwater permit requires O&M for life of the project	August 31, 2022		
<b>Note: Must complete Deliverables 1 and 2 prior to submitting other Part I Deliverables.</b>					
3	RFP for Final Design and Obtainment of Operational Stormwater Permit	Copy of RFP, signed contract, and statement of reasoning for contractor selection (if applicable)	September 15, 2022		
4	Meeting(s) with landowner and other stakeholders to discuss planned projects	Summary of meeting(s), including meeting outcomes, and planned actions	The first day of each month throughout agreement term until 100% design is complete (Due no later than November 15, 2022)		
5	30% design complete	Preliminary Design Report (include synthesis of prior completed project deliverables, 30% designs, including draft engineering feasibility analysis per General Permit 3-9050 and verification of review of proposed design by the Stormwater Program; identify all required landowner access points necessary for project maintenance; identify all required permits and provide Permit Navigator Report Number.	September 01, 2022		
6	100% design complete (if applicable, depending on prior design work completed for project)	Final Design Report (include synthesis of prior completed project deliverables, 100% designs, written landowner commitment to implement project, and final cost-estimate with a level-of-effort document and construction engineering oversight, if needed, and contingency); provide documentation of completed landowner access agreements.	November 15, 2022		
7	Submission of complete application (Full Notice of Intent) for coverage under Stormwater General Permit 3-9050 to	Completed application, site plans, and engineering feasibility analyses	November 15, 2022		

	DEC Stormwater Program			
8	Stormwater Permit obtained	Documentation of Stormwater General Permit 3-9050 obtained	January 15, 2023	
9	Permit documentation	Documentation of other required permits secured (if applicable)	January 15, 2023	
<b>Part II: Construction</b>				
<b>Must complete Part I Deliverables prior to payment for Part II Deliverables</b>				
Cost reimbursements for Part II deliverables Not to Exceed \$392,025				
10	RFP for construction of permitted stormwater system issued and contractor selected (if applicable)	Copy of RFP, signed contract, and statement of reasoning for contractor selection (if applicable)	March 15, 2023	
11	Implementation update(s); BMP(s) implemented, Clean Water Project Sign installed during construction if the project is considered publicly visible	Interim report(s) (includes summary of work to date, percent progress, construction photos, including Clean Water Project Sign photo, if applicable)	The first day of each quarter of the calendar year from beginning construction until project completion (Due no later than March 31, 2026)	Part II Deliverables NTE \$294,437.50
12	Project complete	Final Performance Report using template provided; Verification of submission of engineer's certification, pursuant to authorization under General Permit 3-9050; press release; post-implementation photos; Form 430	June 30, 2026	\$44,937.50 or a minimum of 10% of total award held until final deliverables received
	<b>TOTAL BUDGET AVAILABLE</b>	<b>Total</b>	<b>\$449,375.00</b>	

\*Due dates for interim deliverables can be extended upon written approval by the State.

5. Results. The mandatory quarterly performance reports (Section 8) will measure the following performance measures:
1. Number of final (30%) designs completed (if applicable)
  2. Number of final (100%) designs completed
  3. Number of operational stormwater permits obtained
  4. Acres of impervious surface treated
  5. Acres of impervious area removed (if applicable)
6. Evaluation. The project shall comply with all deliverables, including submission of the required permit application and engineer's certification of completion of construction, prepared by a licensed professional engineer. The State will review all permit application materials for compliance with Stormwater General Permit 3-9050.
7. Equity Impact. Meeting the stormwater management requirements of General Permit 3-9050 may be cost prohibitive for some landowners due to the direct and indirect economic impacts of COVID-19. The three-acre stormwater program carries the expense for all regulated entities, municipalities, and businesses alike. Partnerships between affected private landowner(s) and local municipalities were developed to create more pollution control than would be achieved by each entity strictly complying with the permit program individually. By supporting these projects, the State is using ARPA funding to reduce the impacts to municipal taxpayers, some of whom have been significantly impacted by the effects of the

COVID-19 pandemic. This support also assists businesses that are required to comply with the permit by providing assistance to those entities to recover as well.

8. Reporting. Subrecipient is required to submit quarterly progress reports for the quarters ending December 31, March 31, June 30, and September 30 on a template provided by the State (Attachment F) by the 15<sup>th</sup> day after the end of each quarter.
9. Other Provisions.
  - a. Subrecipient will operate and maintain (in good condition) the Project for its useful life (or cause it to be so operated and maintained).
  - b. Subrecipient shall seek written pre-approval from the State for minor modifications to construction element locations due to variations in terrain or budget. The scope and site plans in this Agreement portray an ideal situation. Minor adjustments which result in an equivalent end product shall be allowed following State approval. Nothing in this language shall relieve the landowners from the need to comply with Stormwater General Permit 3-9050, including the need to amend the stormwater permit authorization for any project changes.

**Attachment B**  
Payment Provisions

1. This grant is a performance based grant with cost reimbursable payment terms. Payments made to the Subrecipient by the State are based on the submittal of quarterly invoices including a date range in which activities on this grant were undertaken. Subrecipient is required to keep documentation of all expenses reported to the State on the invoice, but are not required to submit those documents with each invoice. The State reserves the right to ask for expense documentation upon request. Invoices must be submitted on the Attached Form 430. Budget modifications in any category that are at or above 10% of the entire grant value will require State approval prior to finalizing any budget alterations or expending said funds.
2. The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

3. Risk-Based Assessment:

Risk Level: Moderate

Risk Level	Monitoring Requirements
Moderate	- Grantee is required to submit biannual progress report. Progress report must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.

- a. These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
  - b. If you are required to have a Single Audit , you are to report to Vermont DEC the audit, findings, Management Response Letter including corrective actions within 9 months after the end of your fiscal year.
4. Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.
5. The Subrecipient shall:
- Maintain a copy of all receipts on file for review upon request by the State,
- Include a copy of all receipts for costs requested for reimbursement.
- Other:
6. Other Provisions
- a. All invoices must be received within 90 days after the end date of this agreement. Any invoices received after 90 days may not be honored.
  - b. Subrecipient is conferred blanket approval from the State to execute any subgrant or subcontracts associated with this Agreement and related amendments. As part of the procurement process, the Subrecipient must verify and document that none of its subcontractors/subgrantees are listed on the federal debarment list located at <https://sam.gov/content/home> or the State debarment list maintained by the Vermont Buildings and General Services (BGS) and located at: <https://bgs.vermont.gov/purchasing-contracting/debarment>. Both the name of the entity and name of the primary point of contact must be checked.

Upload all completed forms to: <https://anronline.vermont.gov/home>





Vermont Department of Environmental Conservation

Agency of Natural Resources

## Form 430 Request for Funds

*Form must be filled out entirely before payment is released*

Grant payments should be made using [ANR Online](#). For guidance on this process please [click here](#).

Grantee Name: **Town of Hinesburg**

Grant #: **06140-2022-ARPA-CWB-05**

\*Payment #:

Amount Requested: **\$**

**\$**

*\*Number of payment request(s) made under this grant*

Performance Measure and Submitted Deliverable(s)	Budget Amount	Amount Requested for This Submittal
<b>1 -Part I: Final Design and Permit Obtainment</b> <i>Deliverables 1-9: Please list deliverable number and detail</i>	<b>NTE \$110,000.00</b>	<b>\$</b>
<b>2 -Part II: Construction</b> <i>Deliverables 10-11: Please list deliverable number and detail</i>	<b>NTE \$294,437.50</b>	<b>\$</b>
<b>3 -Project Complete</b> <i>Deliverable 12: Final Performance Report, Verification of submission of engineer's certification, press release, post-implementation photos</i>	<b>NTE \$44,937.50</b>	<b>\$</b>
<b>Total</b>	<b>NTE \$449,375.00</b>	<b>\$</b>

### Approvals for Payment

Signed by:

Subrecipient: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

*The Subrecipient certifies that deliverables being billed on this invoice have been completed as outlined in the grant agreement.*

**Please upload this form to: <https://anronline.vermont.gov/home>**

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**1. 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. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. 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.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**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:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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 in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. 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 this 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, 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 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. 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.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.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.

**15. 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.

**16. 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 this 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.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this 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.

**19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything 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.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. 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>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** 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.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in

accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

**A. Requirement to Have a Single Audit:** 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.

**B. Internal Controls:** 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).

**C. Mandatory Disclosures:** In accordance with 2 CFR 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.

**32. Requirements Pertaining Only to State-Funded Grants:**

**A. Certification Regarding Use of State Funds:** If 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.

**B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D – STATE FISCAL RECOVERY FUND PROGRAM ASSURANCES**

An authorized signatory of Subrecipient must attest to the following by checking the box next to the statement and signing this document.

1. I have the authority to request payment from the State of Vermont. I am requesting payment for costs incurred in connection with section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (“section 602”).
2. As required by federal law, the SFR will only be used for approved economic support or costs incurred during the period that begins on March 3, 2021 and December 31, 2024, in response to the COVID-19 public health emergency and its negative economic impacts.
3. Subrecipient will report on incurred expenses and/or losses, in a form and at a frequency prescribed by the State of Vermont and will cooperate with the State of Vermont in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 602.
4. To the extent that actual expenditures or demonstrated need is less than the total award amount, Subrecipient agrees to return the balance of unspent funds to the State of Vermont. If the United States Department of the Treasury recoups funds from the State of Vermont based on a determination that these award funds were used in a manner not in compliance with section 602, Subrecipient agrees that the State of Vermont may recover funds from Subrecipient by reducing future funding in State budgets.
5. Subrecipient must repay the award or portion of the award to the Vermont Agency of Natural Resources, Department of Environmental Conservation if: any funds received were issued in error; are based on incorrect representations made to the Vermont Agency of Natural Resources, Department of Environmental Conservation; or any costs forming the basis of an award under this program are covered by other federal funds or federally forgiven loans received by Subrecipient. I agree that the final determination of whether there has been a duplication of benefits and the amount to be repaid, if any, will be made by the Vermont Agency of Natural Resources, Department of Environmental Conservation.
6. Subrecipient has applied for FEMA-Public Assistance funding first for all FEMA-eligible expenses before applying to this grant. Subrecipient will only use this grant to cover expenses that are not eligible for FEMA-Public Assistance reimbursement.
7. Subrecipient shall maintain and make available to the State of Vermont and/or United States Department of the Treasury, upon request, all documents and financial records sufficient to establish compliance with section 602. Records and supporting documentation must be maintained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Records to support compliance with subsection 602 may include, but are not limited to, copies of the following:



General ledger and subsidiary ledgers used to account for (a) the receipt of SFR payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;

Budget records;

Payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;

Receipts of purchases made related to addressing the public health emergency due to COVID-19;

Contracts and subcontracts entered into using SFR payments and all documents related to such contracts;

Grant agreements and grant subaward agreements entered into using SFR payments and all documents related to such awards;

All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;

All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;

All internal and external email/electronic communications related to use of SFR payments; and

All investigative files and inquiry reports involving SFR payments.

8. To the best of my knowledge, neither Subrecipient nor Subrecipient'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.

9. Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether a Single Audit is required for the prior fiscal year. If a Single Audit is required, Subrecipient will submit a copy of the audit report to the State of Vermont within 9 months. 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.

10. Subrecipient will submit reports as required by the State of Vermont, Agency of Administration, and/or Vermont Agency of Natural Resources, Department of Environmental Conservation.

11. The Vermont Agency of Natural Resources, Department of Environmental Conservation may share the information on this federal award with other Vermont state agencies, and other Vermont agencies can share information with Vermont Agency of Natural Resources, Department of Environmental Conservation for the purpose of verifying Subrecipient's eligibility for this or another award or stimulus payment related to the COVID-19 pandemic.

12. All of Subrecipient's tax returns are completed and filed through the date of application filing.

13. Subrecipient complies with local, state and federal labor laws.

14. Subrecipient is in good standing with the Vermont Secretary of State.

15. I attest, under penalty of perjury, that all information provided on this form is true and accurate. I understand that the State of Vermont will rely on this certification as a material representation in making this federal award. Further, I understand that intentional misrepresentation of information is fraud and may subject me or my organization to disqualification from receiving further benefits, administrative penalties, and criminal prosecution.

16. Subrecipient understands that, if Federal guidance on the regulations of the State Fiscal Recovery Fund change, it may change the terms of this award.

Printed Name:

Authorized Signature:

Title:

Organization Name:

Date:

**ATTACHMENT E – STATE FISCAL RECOVERY (SFR) QUARTERLY PROJECT REPORT  
TEMPLATE**

<b>Organization Name</b>	Town of Hinesburg
<b>Report Date</b>	
<b>Period Being Reported</b>	January 1 – March 31 April 1 – June 30 July 1 – September 30 October 1 – December 31
<b>SFR Program</b>	3-Acre Stormwater Permit Support/ Infrastructure
<b>SFR Expenditure Category</b>	EC 5.6
<b>SFR Project ID No.</b>	ANR-6140892207-004
<b>Project Location</b>	The Cheese Plant Commercial Suites, Hinesburg
<b>National Pollutant Discharge Elimination System (NPDES) Permit # (if applicable)</b>	N/A
<b>Public Water System ID # (if applicable)</b>	N/A
<b>Projected/Actual Construction Start Date (month/year):</b>	
<b>Projected/Actual Initiation of Operations Date (month/year):</b>	
<b>Project Status:</b>	<ul style="list-style-type: none"> <li>• Not Started <span style="float: right;">_____</span></li> <li>• Completed &lt; 50% <span style="float: right;">_____</span></li> <li>• Completed &gt; 50% <span style="float: right;">_____</span></li> <li>• Complete <span style="float: right;">_____</span></li> </ul>
<b>Performance Measure #1: Number of final (30%) designs completed (if applicable)</b>	
<b>Performance Measure #2: Number of final (100%) designs completed</b>	
<b>Performance Measure #3: Number of operational stormwater permits obtained</b>	
<b>Performance Measure #4: Acres of impervious surface treated</b>	
<b>Performance Measure #5: Acres of impervious area removed (if applicable)</b>	

**ATTACHMENT F – OTHER PROVISIONS**

- A. For contracts awarded over \$200,000 for maintenance, construction, or improvement project shall provide that all construction employees working on the project shall be paid not less than mean prevailing wage published periodically by the Vermont Department of Labor in its occupational employment and wage survey plus an additional fringe benefit of 42 and one-half percent of wage, as calculated by the current Vermont prevailing wage survey.
- B. For projects over \$10 million, the following is required to be reported to the State with Quarterly Project Reports, as applicable:
- a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
    - i. The number of employees of contractors and sub-contractors working on the project;
    - ii. The number of employees on the project hired directly and hired through a third party;
    - iii. The wages and benefits of workers on the project by classification; and
    - iv. Whether those wages are at rates less than those prevailing.<sup>1</sup> Recipients must maintain sufficient records to substantiate this information upon request.
  - b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
    - i. How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
    - ii. How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
    - iii. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
    - iv. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
    - v. Whether the project has completed a project labor agreement. c
  - c. Whether the project prioritizes local hires.
  - d. Whether the project has a Community Benefit Agreement, with a description of any such agreement

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<sup>1</sup> As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.

**ATTACHMENT G - TERMS AND CONDITIONS FOR FEDERAL SUBRECIPIENTS -  
U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD**

1. Use of Funds.
  - a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.
3. Maintenance of and Access to Records
  - a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.
  - c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
4. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
5. Conflicts of Interest. Participant understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Participants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
6. Compliance with Applicable Law and Regulations
  - a. Participant agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Participant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Participant shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Participant Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
    - ix. Generally applicable federal environmental laws and regulations.
  - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
    - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
    - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
    - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
7. Remedial Actions. In the event of Participant's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to

recoupment as provided in section 602(e) of the Act.

8. Hatch Act. Participant agrees to comply, as applicable, with requirements of the Hatch Act (U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
9. False Statements. Participant understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Participant] by the U.S. Department of the Treasury.”
11. Debts Owed the Federal Government.
  - a. Any funds paid to Participant (1) in excess of the amount to which Participant is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 602(e) of the Act and have not been repaid by Participant shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Participant. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Participant knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
12. Disclaimer
  - a. The United States expressly disclaims any and all responsibility or liability to Participant or third persons for the actions of Participant or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
  - b. The acceptance of this award by Participant does not in any way establish an agency relationship between the IFA, United States and Participant.
13. Protections for Whistleblowers.
  - a. In accordance with 41 U.S.C. § 4712, Participant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - b. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;

- ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Participant, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Participant shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Participant should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Participant should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Participant should establish workplace safety policies to decrease accidents caused by distracted drivers.





November 22, 2022

Ashley Carver – Environmental Analyst, DEC Stormwater Program  
Department of Environmental Conservation  
Watershed Management Division  
Davis Building – 3<sup>rd</sup> Floor  
One National Life Drive  
Montpelier, VT 05620-3522

**RE:        *The Cheese Plant Commercial Suites***  
***GP 3-9050 Stormwater 3-Acre Initial NOI Application***  
***10516 Route 116, Hinesburg, VT 05641***

Dear Ashley,

Please find enclosed a 3-9050 stormwater permit application for initial authorization under the 3-Acre Rule requirements of The Cheese Plant Commercial Suites on behalf of Catamount/Malone Hinesburg, LLC, located in Hinesburg, VT.

**Project Description**

This project site includes 5.16 acres of existing impervious surfaces, discharging to the La Platte River. There is an existing operational permit (#3690-9050) issued to the site that replaced the expired permit (#3690-9010.R). The existing operational permit is an Initial NOI that expires on January 23<sup>rd</sup>, 2023. The purpose of the enclosed 3-9050 stormwater permit application is to extend the authorization period of the Initial NOI in order to complete the necessary design work for the impending Full NOI application. We have included an impervious cover delineation map that depicts the existing impervious footprint.

If you have any questions, please feel free to contact us by phone or email.

Sincerely,

A handwritten signature in cursive script that reads 'Andres Torizzo'.

Andres Torizzo  
Principal  
[Andres@watershedca.com](mailto:Andres@watershedca.com)

A handwritten signature in cursive script that reads 'Nisha Nadkarni'.

Nisha Nadkarni  
Water Resources Scientist  
[Nisha@watershedca.com](mailto:Nisha@watershedca.com)

# Stormwater 3-9050 Notice of Intent (NOI)

version 1.25

(Submission #: HPP-C0AA-KVVK1, version 1)

## Details

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**Originally Started By** Nisha Nadkarni  
**Project Name** Saputo Cheese/Redstone  
**Submission ID** HPP-C0AA-KVVK1  
**Status** Draft

## Form Input

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### Project Qualifying Questions

**Is this site subject to the 3-acre requirements under GP 3-9050?**

Yes

**Do you want to apply for an initial NOI or a Full NOI?**

Initial NOI

**Application Type**

Initial NOI Application

### Applicant Contact Information (1 of 1)

**Larry Williams**

### Contact Instructions

---

The applicant(s) shall include the owner and operator. If the applicant is a business, the business must be registered with the Vermont Secretary of State. If the application is made in connection with a housing or commercial development, the developer and an owners' association accepting responsibility for the stormwater management system shall apply as co-applicants [§22-302(b)(3)(A)(ii)].) An Applicant Certification attachment must be submitted in the attachments section of the application for each applicant listed on the NOI.

If there is more than one applicant, each one must be listed separately. To add another applicant, select Add New Applicant Contact Information at the bottom of this section (there should be no need to use Duplicate for this application). There must be one applicant who will be billed for the annual operating fee. Please only designate one applicant as the one who will receive the annual bill.

**Business or Association Name**  
 Catamount/Malone Hinesburg, LLC

**Contact Name**  
 Larry Williams

**Mailing Address**

Address 1	Address 2	Town	State	Postal Code	Country
PO Box 790	NONE PROVIDED	Burlington	VT	04502	United States

**Phone and Email (use only dashes: 802-555-1212 in the phone number)**

Primary Phone	Primary Ext	Secondary Phone	Secondary Ext	Primary Email	Secondary Email
802-658-7400	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	lwilliams@redstonevt.com	NONE PROVIDED

**Will this applicant be the one billed for the annual operating fee?**  
 Yes

**Preparer Contact Information (1 of 3)**

`ContactName`

**Contact Instructions**

This application may be prepared by a qualified professional designer knowledgeable in the field of stormwater management and design. If the preparer is the professional engineer, please fill out this section completely and answer "Yes" to the final question to enter the engineer license number. If the preparer is not the professional engineer, answer "No" to the final question and complete the Professional Engineer Contact Information section.

**Business/Company Name**  
 Watershed Consulting Associates

**Contact Name**  
 Nisha Nadkarni

**Mailing Address**

Address 1	Address 2	Town	State	Postal Code	Country
PO Box 4413	NONE PROVIDED	Burlington	VT	05406	United States

**Phone and Email (use only dashes: 802-555-1212 in the phone number)**

Primary Phone	Ext	Secondary Phone	Ext	Primary Email	Secondary Email
802-497-2367	107	NONE PROVIDED	NONE PROVIDED	nisha@watershedca.com	NONE PROVIDED

**Is this preparer also the qualified professional designer knowledgeable in the field of stormwater management and design, and who is a VT licensed professional engineer, pursuant to 26 V.S.A. Chapter 20, practicing within the scope of their engineering specialty?**

No

**Preparer Contact Information (2 of 3)**

`ContactName`

**Contact Instructions**

This application may be prepared by a qualified professional designer knowledgeable in the field of stormwater management and design. If the preparer is the professional engineer, please fill out this section completely and answer "Yes" to the final question to enter the engineer license number. If the preparer is not the professional engineer, answer "No" to the final question and complete the Professional Engineer Contact Information section.

**Business/Company Name**

Watershed Consulting Associates

**Contact Name**

Andres Torizzo

**Mailing Address**

Address 1	Address 2	Town	State	Postal Code	Country
PO Box 4413	NONE PROVIDED	Burlington	VT	05406	United States

**Phone and Email (use only dashes: 802-555-1212 in the phone number)**

Primary Phone	Ext	Secondary Phone	Ext	Primary Email	Secondary Email
802-497-2367	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	andres@watershedca.com	NONE PROVIDED

**Is this preparer also the qualified professional designer knowledgeable in the field of stormwater management and design, and who is a VT licensed professional engineer, pursuant to 26 V.S.A. Chapter 20, practicing within the scope of their engineering specialty?**

No

## Preparer Contact Information (3 of 3)

`ContactName`

### Contact Instructions

This application may be prepared by a qualified professional designer knowledgeable in the field of stormwater management and design. If the preparer is the professional engineer, please fill out this section completely and answer "Yes" to the final question to enter the engineer license number. If the preparer is not the professional engineer, answer "No" to the final question and complete the Professional Engineer Contact Information section.

### **Business/Company Name**

Hoyle Tanner

### **Contact Name**

Kirstin DiPietro Worden

### **Mailing Address**

Address 1	Address 2	Town	State	Postal Code	Country
125 College Street, 4th Floor	NONE PROVIDED	Burlington	VT	05401	United States

### **Phone and Email (use only dashes: 802-555-1212 in the phone number)**

Primary Phone	Ext	Secondary Phone	Ext	Primary Email	Secondary Email
802-343-5502	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	kworden@hoyletanner.com	NONE PROVIDED

**Is this preparer also the qualified professional designer knowledgeable in the field of stormwater management and design, and who is a VT licensed professional engineer, pursuant to 26 V.S.A. Chapter 20, practicing within the scope of their engineering specialty?**

Yes

### **Professional Engineer's License Number**

018.0007548

## Professional Engineer (PE) Contact Information

### Contact Instructions

This Notice of Intent (NOI) shall be prepared under the direction of a qualified professional designer knowledgeable in the field of stormwater management and design, and who is a VT licensed professional engineer, pursuant to 26 V.S.A. Chapter 20, practicing within the scope of their engineering specialty.

**Business or Association Name**

Hoyle Tanner

**Contact Name**

Kirstin DiPietro Worden

**Professional Engineer's License Number**

018.0007548

**Mailing Address**

Address 1	Address 2	Town	State	Postal Code	Country
125 College Street, 4th Floor	NONE PROVIDED	Burlington	VT	05401	United States

**Phone and Email (use only dashes: 802-555-1212 in the phone number)**

Primary Phone	Primary Ext	Secondary Phone	Secondary Ext	Primary Email	Secondary Email
802-343-5502	NONE PROVIDED	NONE PROVIDED	NONE PROVIDED	kworden@hoyletanner.com	NONE PROVIDED

**Site/Project Information****Project/Subdivision Name**

Saputo Cheese/Redstone

**Project Description**

Currently, stormwater runoff from the industrial facility rooftops, parking lot, access drive, and sidewalks is conveyed via catch basin pipe collection system and grass swales that discharge into the La Platte River on the western side of the property.

This Initial NOI application is being submitted to extend the authorization of the currently issued permit (#3690-9050) that expires on 01/23/2023.

**Physical Address - Number and Street Name**

10516 Rte 116

**Project Town**

Hinesburg

**Additional Towns**

NONE PROVIDED

**SPAN(s) in this format ###-###-#### (enter the 11 digit number that is printed on the property tax bill for the applicable parcel(s). Projects that involve more than 1 parcel shall list all applicable SPANs).**

SPAN
294-093-11476

**Project Location**

44.33094082311905,-73.11510940040515

**Are there previously/currently issued Act 250 Land Use Permits for this site/project?**

Yes

**Are there currently or previously issued Stormwater permits for this project (including stormwater construction (9020) and MSGP (9003) authorizations)?**

Yes

**Are there any operational stormwater permits to be included in this NOI?**

Yes

**Previously issued Operational Permits to Include**

Permit Number	Coverage Reason	Do the acres of impervious under consideration differ from the permitted impervious acres?	Acres to Cover
3690-9050	Timely Renewal	No	5.16

**Total impervious acres (include all permitted and previously unpermitted)**

Class	Acres (enter 0 if none)	Receiving Waters
A	0.00	
B	5.16	La Platte River and The Canal
	Sum: 5.16	

**Attachments**

The applicant certification form can be downloaded here.

[Applicant Certification Form](#)

**Applicant Certification(s)**

[SW9050\\_ApplicantCertification\\_signed.pdf - 11/21/2022 04:07 PM](#)

**Comment**

NONE PROVIDED

**Impervious delineation plan**

[Impervious\\_Map.pdf - 11/22/2022 11:18 AM](#)

**Comment**

NONE PROVIDED

**Additional Attachments**

[Cover Letter.pdf - 11/22/2022 11:37 AM](#)

**Comment**

NONE PROVIDED

**Fee Details**

**Administrative Processing Fee**

240.00

**Total Class A Acres**

0.00

**Total Class B Acres**

0.00

**Post2002NotFeeAcres**

0.00

**Pre2002 Total Acres Not Fee**

0.00

**Class A Min Fee RmOGA**

0.00

**Class B Min Fee RmOGB**

0.00

**Class A Fee RvOGA**

0.00

**Class B Fee RvOGB**

0.00

**MinFeeCalc**

0.00

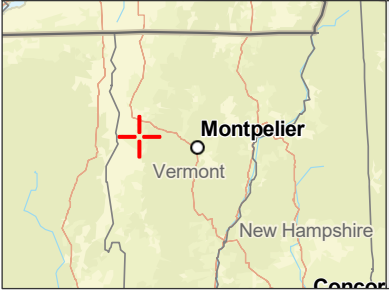
**Total Fee Due**

240.00

## Attachments

<b>Date</b>	<b>Attachment Name</b>	<b>Context</b>	<b>User</b>
11/22/2022 11:37 AM	Cover Letter.pdf	Attachment	Nisha Nadkarni
11/22/2022 11:18 AM	Impervious_Map.pdf	Attachment	Nisha Nadkarni
11/21/2022 4:07 PM	SW9050_ApplicantCertification_signed.pdf	Attachment	Nisha Nadkarni





**The Cheese Plant Commercial Suites**  
 10516 Route 116, Hinesburg, VT 05641

Map Date: 11/22/2022

**Legend**

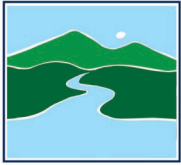
- Impervious Delineation (5.16 acres)
- 3 Acre Parcel Boundary
- Parcel Boundaries

0 100 200  
 Feet

Scale: 1" = 142'

N

**WATERSHED**  
 CONSULTING



# Applicant Certification

For Notice of Intent (NOIs) to Discharge Stormwater pursuant to  
**General Permit 3-9050**

A signed Applicant Certification is required for each applicant named on the Notice of Intent (NOI).

If the applicant is a business, the signature must be provided by one of the following:

- i) the person listed as the registered agent with the Secretary of State;
- ii) an executive figure such as the president, chairperson or superintendent, or;
- iii) an individual whose status as an authorized representative is verified in writing by the registered agent or executive figure. If the applicant is an individual, but the application is being signed by an authorized representative, a letter from the applicant stating that that person is the authorized representative must accompany

Business or Association Name (if applicable): \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Mailing Address of Applicant:

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
 Extension (optional) \_\_\_\_\_

Secondary Telephone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
 Extension (optional) \_\_\_\_\_

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

Secondary email: \_\_\_\_\_

By signing this statement I certify that I have read General Permit 3-9050 and agree to abide by its terms. I understand that there will be annual reporting requirements and annual operating fees based on the amount of impervious permitted herein.

Signature of Applicant:  \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Date: 11/10/22

*A completed copy of this form must be submitted for each applicant listed on the NOI and submitted with the application. Failure to submit an 'Application Certification' for each applicant on the NOI will mean the application is incomplete and will not be reviewed/processed.*



## The Cheese Plant Commercial Suites - Stormwater Design Engineering Feasibility Analysis

### Submitted To:

Town of Hinesburg

10632 VT Route 116

Hinesburg, VT 05461

(802) 482-4206

[www.hinesburg.org](http://www.hinesburg.org)



### Submitted By:

Watershed Consulting Associates, LLC

208 Flynn Ave Suite 2H | PO Box 4413

Burlington, VT 05406

(802) 497-2367

[www.watershedca.com](http://www.watershedca.com)





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## Appendices

- A – The Cheese Plant Commercial Suites Locator Maps 1-3
- B – Act 250 Documents
- C – Gravel Wetland Retrofit 30% Design
- D – LCA Wetland Restoration Design
- E – Email Correspondence with Regulatory Agencies



## 1. Site Summary

### 1.1 Topography

The Cheese Plant Commercial Suites property is located in Hinesburg, VT at 10516 Route 116. The parcel sits on primarily flat land, and slopes downward by approximately 2%, from east to west towards the La Platte River. Slope decreases by approximately 2% in the northern direction of the property towards Patrick Brook, a stream tributary of the La Platte River. With the close proximity to the surrounding surface waters on the northern and western perimeter, the property is within the river corridor of the La Platte River and approximately 50% of the property is within its floodplain. Based on previous accounts from property tenants, flooding has occurred along the drainage swales on the property. Other key existing features include two open lagoons that were previously used for wastewater treatment prior to 2010. Additional details on the history of the lagoons are described in Section 1.4 Land Use. The lagoons are located on the western perimeter of the property and are within the river corridor and floodplain of the La Platte River. Permit implications regarding these topographic constraints are described in Section 2.1 Natural Resource Constraints.

### 1.2 Soils

The parcel is comprised of 4 NRCS soil types with varying slope ranges:

- Livingston clay, 0-2% slopes
- Munson and Raynham silt loams, 6-12% slopes
- Vergennes clay, 2-6% slopes
- Winooski very fine sandy loam, 0-3% slopes

The location of the proposed stormwater treatment practice (STP) is located entirely on Winooski very fine sandy loam soils. This soil type typically indicates poor-draining soils that are not well suited to infiltrate stormwater runoff. When the project opportunity was originally identified in the Public-Private Partnership project, it was confirmed that the mapped soil types on the property are all within Hydrologic Soil Group D which represents clayey and silty soils with poor infiltration capacity. This information was sufficient to determine that a Tier 1 practice cannot be utilized to infiltrate stormwater runoff onsite.

### 1.3 Current Drainage Patterns

- **(Discharge Point S/N 001 – On-site Runoff)** Currently, stormwater runoff from the building rooftop, paved parking lot, loading dock, and sidewalks is conveyed via catch basin pipe collection system to the stream directly south of the Cheese Plant facility and discharges to the west into the La Platte River. Stormwater runoff from the unpaved parking area south of the Cheese Plant facility is conveyed via overland flow and grass swales to the aforementioned stream that discharges into the La Platte River.
- **(Discharge Point S/N 001 – Off-site Runoff)** Stormwater runoff from the building rooftops, sidewalks, and paved parking surfaces from the Kelley's Field Senior Housing property on the eastern side of Route 116 is conveyed via grass swales and catch basin pipe collection system to the Cheese Plant property and enters the stream that flows west into the La Platte River.
- **(Discharge Point S/N 002)** A portion of the eastern side of the Cheese Plant property discharges into Patrick Book, a stream tributary of the La Platte River via catch basin pipe collection system.

Please refer to Appendix A for the locations of S/N 001 and S/N 002.



### **1.4 Existing Land Use**

The 15.48-acre parcel is comprised of one primary building structure previously owned by Saputo. The facility is now owned by Redstone VT Property Management and operated as a light industrial park known as “The Cheese Plant”. Tenants include a restaurant, a brewery, and a smoked meat producer. Saputo previously utilized three open lagoons to the west of the main facility for processing and treatment of concentrated cheese waste. Since Saputo vacated the property in 2010 and based on recent satellite imagery, one lagoon has been filled and two lagoons have been remediated to remove all hazardous waste that was remaining from previous wastewater operations (affirmed on the Act 250 Schedule F – Notice application to fill the lagoons). The two remaining open lagoons are surrounded with naturally established wetland vegetation. Current photos of the remaining lagoons are shown in Appendix A. Please see Appendix B for more information on the Act 250 documents associated with the former wastewater treatment lagoons. The total existing impervious surfaces on the property is 5.16 acres and comprises multiple building structures, two parking lots, loading dock, and sidewalks.

### **1.5 Right-Of-Ways or Easements**

No right-of-way (ROW) assessment or easements are required to implement the stormwater treatment practice.

### **1.6 Design Summary**

#### **Gravel Wetland Retrofit**

A Tier 2 gravel wetland retrofit is proposed in place of the southwestern lagoon. Stormwater runoff from S/N 001 will be redirected to the gravel wetland retrofit via grass swale and new storm pipe. A diversion structure will direct runoff from the 1” storm into the gravel wetland while allowing larger storms to continue and discharge directly into the La Platte River. Please see Appendix C for the 30% design plan.

Additional design features include:

- Outlet protection using stone armoring to diffuse remaining outflows into the La Platte River.
- Rehabilitation of an existing grass for pre-treatment and to convey flow to the gravel wetland.
- A diversion structure within the swale to divert runoff from the 1” storm event to the gravel wetland while allowing runoff from larger storm events to pass through and discharge to the La Platte River.
- Sizing of the gravel wetland assumes the completion and expansion of a wetland restoration project designed by the Lewis Creek Association. The LCA project proposes to divert runoff flows from the east of Route 116 and redirect it around the Belliveau property into the restored wetland. A new culvert will be installed under Stella Road and the swale west of Stella Road will be reshaped to allow water to flow north. This proposed project will redirect some of the flow away from the proposed gravel wetland retrofit. The floodplain restoration project construction is anticipated to begin in Spring 2023. Please see Appendix D for design plans of the LCA restoration project.

## **2. Considerations**

### **2.1 Natural Resources Constraints**

#### **Deer Wintering Area:**



There are no Deer Wintering Areas (DWA) mapped on the property and therefore does not require any action to contact the Department of Fish and Wildlife regarding DWA mitigation.

#### **Flood Hazard Areas:**

Approximately 50% of the property, including the open lagoons, is within the floodplain of the La Platte River. Kyle Medash, Western Floodplain Manager – VT DEC Rivers Program, determined that no Flood Hazard Area & River Corridor (FHARC) permit will be needed but the Rivers Program would provide comment on the Act 250 permit amendment under Criterion 1(D) in general accordance with the FHARC Procedure. Working with the Rivers Program in the early stages of the design will help ensure favorable Criterion 1(D) comments to the NRB on the A250 permit application.

From a flood hazard area standpoint, the Rivers Program will need more information on net gain or removal of fill in the floodplain. Depending on the details of that analysis, it will drive what more might be needed in terms of analyzing the site hydraulics. The current 30% design shows that the proposed top of berm elevation is 327.5' and the existing elevation is ~326'. It is important to understand how these changes may or may not affect base flood conditions on adjacent properties, especially since the general area is being increasingly developed and adjacent properties may be impacted. Correspondence with the Rivers Program will need to be continued as the design is further developed to the 100% level to confirm that proposed structures will be in compliance with the FHARC procedure.

Alex Weinhagen, Director of Hinesburg Planning & Zoning, was contacted for local floodplain and river corridor permitting requirements. The project is subject to conditional use review for a floodplain permit through the Town of Hinesburg. A small portion on the western side of the lagoon is within the stream setback and buffer area. Development of stormwater treatment infrastructure in this area also requires review and approval by the Town's Development Review Board (DRB). For this particular project, the DRB would review both applications concurrently.

#### **Groundwater Source Protection Area:**

The entire property is within a Groundwater Source Protection Area (SPA). The proposed gravel wetland is a Tier 2 practice as defined by the 2017 Vermont Stormwater Management Manual, which does not utilize infiltration. The system will be lined, thus preventing any stormwater flows from infiltrating to the groundwater table from the gravel wetland.

#### **Primary Agricultural Soils:**

The property sits on the prime agricultural soils (PAS) characterized as Winooski very fine sandy loam and Vergennes clay. The agricultural value of the Winooski very fine sandy loam is deemed as 1 and the value of the Vergennes clay is deemed as 6. As the project is subject to Act 250 jurisdiction, the project information will need to be submitted via an Intake Form to the Agency of Agriculture, Food & Markets (AAFM). The AAFM will determine the necessary acreage of land that needs to be mitigated based each soil type's respective agricultural value to offset the PAS disturbed by the proposed stormwater project.

#### **River Corridor:**

The river corridor of the La Platte River runs along the western perimeter of the property and the proposed gravel wetland retrofit location. A FHARC permit will not be needed, however the Rivers Program would provide comment on the Act 250 permit amendment under Criterion 1(D) in general accordance with the FHARC Procedure. Working with the Rivers Program in the early stages of the design will help ensure favorable Criterion 1(D) comments to the NRB on the A250 permit application.



The most limiting piece to the design is location in the river corridor of the La Platte. The Rivers Program is looking for a design that will not encroach further toward the river than what currently exists. The current 30% design plan from May 2021 shows significant expansion of the lagoon footprint toward the La Platte, beyond what currently exists (with structure exception). In this case, a permissible design would include not extending beyond the western top of bank alignment of existing lagoon #1. Additionally, the Rivers Program prefers to see the outlet pipe and/or spillway be directed toward the small tributary to the south as the likelihood of lateral channel adjustment is much less than on the La Platte. Generally, stormwater outfalls and drainage are allowed in the river corridor; however, it is typically preferred to be unhardened infrastructure such as rock-lined or vegetated swales vs. pipes or concrete, with the intention that swales may still function if affected by erosion and can be reconfigured to move with channel adjustments as needed.

#### **Wildlife and Fisheries:**

Andy Wood with the Wildlife Division notes the site is within summer range for the state & federally endangered Indiana Bat. From the plans and aerials, it is unclear if the limits of disturbance will encompass any existing trees surrounding the lagoon. If it is proposed to clear any trees for this project, the Wildlife Division will need to be notified. A site visit may be required to evaluate trees prior to clearing.

James Brady with the Fisheries Division notes the project is located to the east of the LaPlatte River, South of Patrick Brook, and north of an unnamed tributary to the LaPlatte River. The current site design includes proposed impacts within the stream channels and riparian zones to the west and south of the lagoon. Potential concerns exist regarding in-stream fish populations, which may also determine jurisdiction for other permitting needs. Further discussion with James about the proposed impacts is recommended prior to final project design. Jaron Borg, River Management Engineer with the Watershed Management Division should be informed on the outcome of any discussions with the Fisheries Division.

#### **Wetlands & Hydric Soils:**

There are wetlands located on the western side of the property that are included in the Vermont Significant Wetlands Inventory (VSWI). These wetlands include the two former cheese waste treatment lagoons that have since been remediated to be free of all remaining hazardous waste after the lagoon operations ceased in 2010. A preliminary desktop review by Tina Heath, District Wetland Ecologist - Chittenden County, determined that the proposed disturbance for the proposed gravel wetland retrofit would be considered substantial impact that would be well above the General Permit 3-9026 threshold. Ms. Heath recommended that she conduct a site visit in Spring 2023 to determine impacts and permit implications.

Please see Appendix E for all email correspondence with regulatory agencies regarding their review of the proposed natural resource impacts by the project.

### ***2.2 Water Quality Objectives & Goals***

#### **Compliance with Stormwater General Permit (GP 3-9050) – 3-Acre Rule:**

The Cheese Plant must acquire a regulatory three-acre general stormwater permit (GP 3-9050) through the VT DEC Stormwater Program. The property exceeds the minimum three-acre threshold for requiring the GP 3-9050 as it has 5.16 acres of jurisdictional impervious surfaces. For this property, the GP 3-9050 requires the site to meet the Redevelopment Standard on all impervious surfaces *not* covered by an





existing post-2002 stormwater permit. There are no post-2002 stormwater permits authorized for the site, therefore, the Redevelopment Standard is applied to all impervious surfaces on the property.

The Redevelopment Standard is defined by the Vermont Stormwater Management Manual, which states that “a STP or STPs shall be designed to capture and treat 50% of the WQv from the redeveloped impervious surface.” According to this definition, the proposed STP is required to treat 50% of the WQv from the 5.16 acres of impervious surfaces that are *not* covered by a post-2002 permit. This is equal to treating the 100% WQv from 2.58 acres of impervious surfaces to comply with the Redevelopment Standard.

The gravel wetland retrofit is sized to treat the 100% WQv generated from 4.65 acres of the site’s impervious surface. The proposed system exceeds the required treatment of at least 2.58 acres of impervious surfaces, thus meeting the Redevelopment Standard for the site required for 3-9050 permit compliance (Table 1).

Table 1. The Cheese Plant Property - Compliance with 3-acre rule permit requirements.

Total Site Impervious (ac)	Total Untreated Impervious (ac)	Total Impervious Covered by Post-2002 Permits (ac)	Total Impervious Treated to 100% WQv Equivalent by STP (ac)	Total Impervious requiring 100% WQv Treatment to meet Redevelopment Standard (ac)	Redevelopment Standard Met
5.16	0.51	0.00	4.65	2.58	✓

**Gravel Wetland Retrofit System – Water Quality Metrics**

This STP was originally proposed for the property as part of the Public-Private Partnership project completed in May 2021 and funded by the VT DEC Water Investment Division. The primary water quality concerns are unmanaged runoff volumes, nutrients, and sediment from The Cheese Plant, VT Route 116, and the Kelley’s Field Senior Housing property discharging into the La Platte River. The following metrics will be provided to improve the water quality of the La Platte River once the STP is implemented:

- 3-Acre Site Impervious Area Managed: 4.65 acres
- Stormwater Runoff Volume Managed: 0.235 acre-feet
- Project Phosphorus Removal Efficiency: 57%
- Project Phosphorus Reduction: 4.30 kg/yr
- Cost per kg of Reduced Phosphorus Annually: \$5,666/kg

See Attachment A at the end of this EFA document for a locator map that shows the proposed location for the gravel wetland retrofit on the property and surrounding natural resource features including the La Platte River, wetlands, and river corridors.

**3. Maximization Criteria**

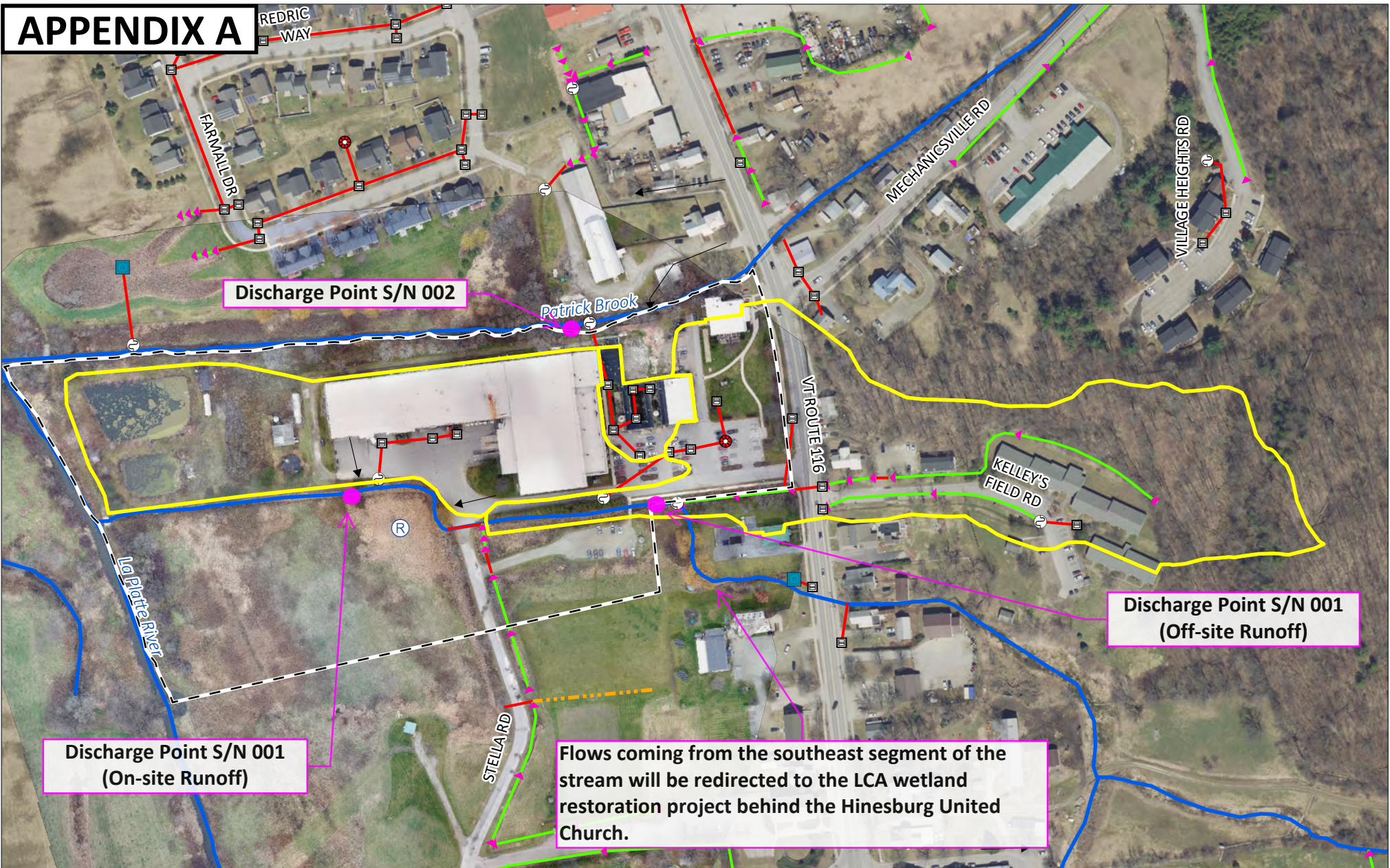
An Engineering Feasibility Analysis (EFA) was completed according to Chapter 22 of the Environmental Protection Rule, the Stormwater Permitting Rule, to determine whether the site can feasibly “maximize the acreage in compliance” with the Vermont Stormwater Management Manual’s Redevelopment Standard. The site was evaluated according to the Maximization Feasibility Criteria, a list of activities not required to maximize compliance with the requirements of General Permit 3-9050:

**1. The purchase or acquisition of land for off-site treatment of stormwater**



- ✓ The purchase or acquisition of additional land is not required to comply with the requirements of GP 3-9050 under the proposed design. The proposed stormwater features are all within the parcel boundary.
- 2. Removal of, or actions that would permanently preclude the use or operation of existing structures, utilities, roads, parking areas, sidewalks, and similar infrastructure.**
  - ✓ The proposed project designs will not permanently preclude the use or operation of any existing structure, utilities, roads, parking areas, sidewalks, and similar infrastructure. The proposed STPs will be integrated into the existing stormwater infrastructure within the site. The parking lot will be repaved and maintain the same use and operation once construction is complete.
- 3. Site re-grading or site re-contouring that would permanently preclude the existing land use.**
  - ✓ Proposed site re-grading and re-contouring will not permanently preclude the existing land use.
- 4. Pumping of stormwater runoff.**
  - ✓ The proposed design does not require pumping of stormwater.
- 5. Infiltration where basement flooding or subsurface pollutant plume transport would occur based on a site-specific analysis identifying seasonal high-water table, soil-infiltrative capacity, and direction of groundwater flow.**
  - ✓ The proposed stormwater project is a Tier 2 practice, and therefore will not utilize infiltration mechanisms.
- 6. Construction that would not be in compliance with the Agency's "Flood Hazard Area and River Corridor Protection Procedure," namely the "No Adverse Impact Standard."**
  - ✓ Construction will be in compliance with the Agency's "Flood Hazard Area and River Corridor Protection Procedure" and will not require a FHARC permit as confirmed above in Section 2.1 Natural Resources Constraints.
- 7. Construction within any wetland or its 50-foot buffer zone.**
  - ✓ Construction is proposed within mapped Class II wetlands or wetlands advisory regions. Continued correspondence with the VT DEC Wetlands Program is required to determine impacts and permit implications of the proposed project. A site visit with Tina Heath, District Wetland Ecologist - Chittenden County, will need to be conducted in Spring 2023 to inform the permit implications.
- 8. Destruction of contiguous forest areas exceeding 5,000 square feet where such forest areas are to remain forest under the terms of another permit issued under the Stormwater Permitting Rule.**
  - ✓ No contiguous forest areas will be disturbed for the proposed design.
- 9. Activities not approvable under local, state, and federal laws and regulations.**
  - ✓ Compliance with local, state, and federal laws and regulations will be followed prior to and during implementation of the proposed projects.

# APPENDIX A



Discharge Point S/N 001  
(On-site Runoff)

Discharge Point S/N 002

Discharge Point S/N 001  
(Off-site Runoff)

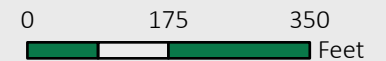
Flows coming from the southeast segment of the stream will be redirected to the LCA wetland restoration project behind the Hinesburg United Church.



**The Cheese Plant  
Commercial Suites**  
(Map 1 of 3)  
VT Route 116, Hinesburg, VT  
Map Date: 1/31/2023

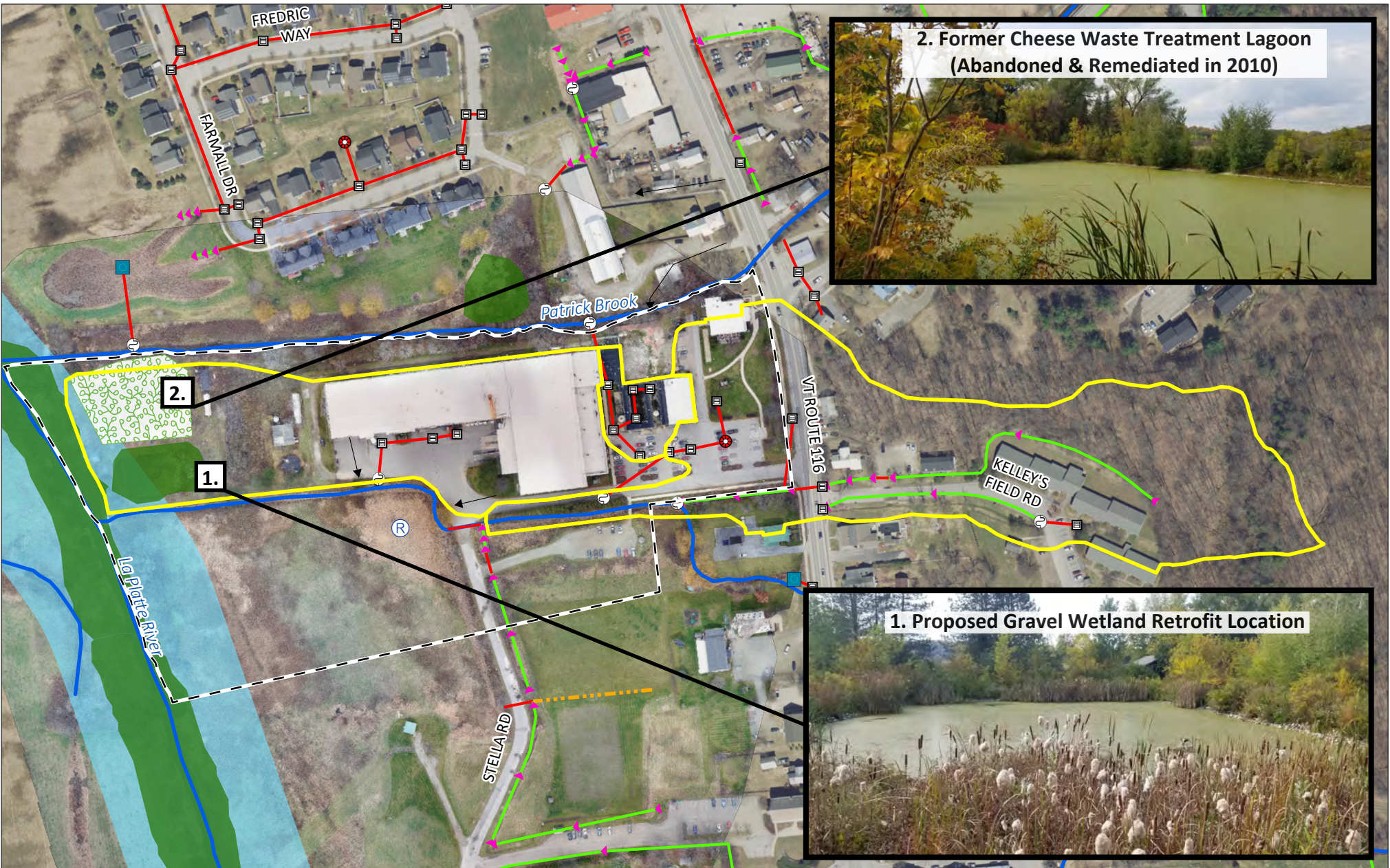
### Legend

- Parcel Boundary
- Drainage Area Boundary
- Catchbasin
- Stormwater Manhole
- Outfall
- Pond outlet structure
- Retrofit
- Storm line
- Swale
- Under drain
- Overland flow
- Streams



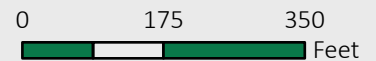
Scale: 1" = 238'





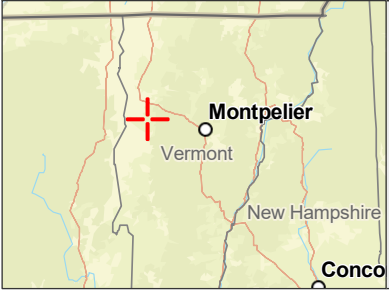
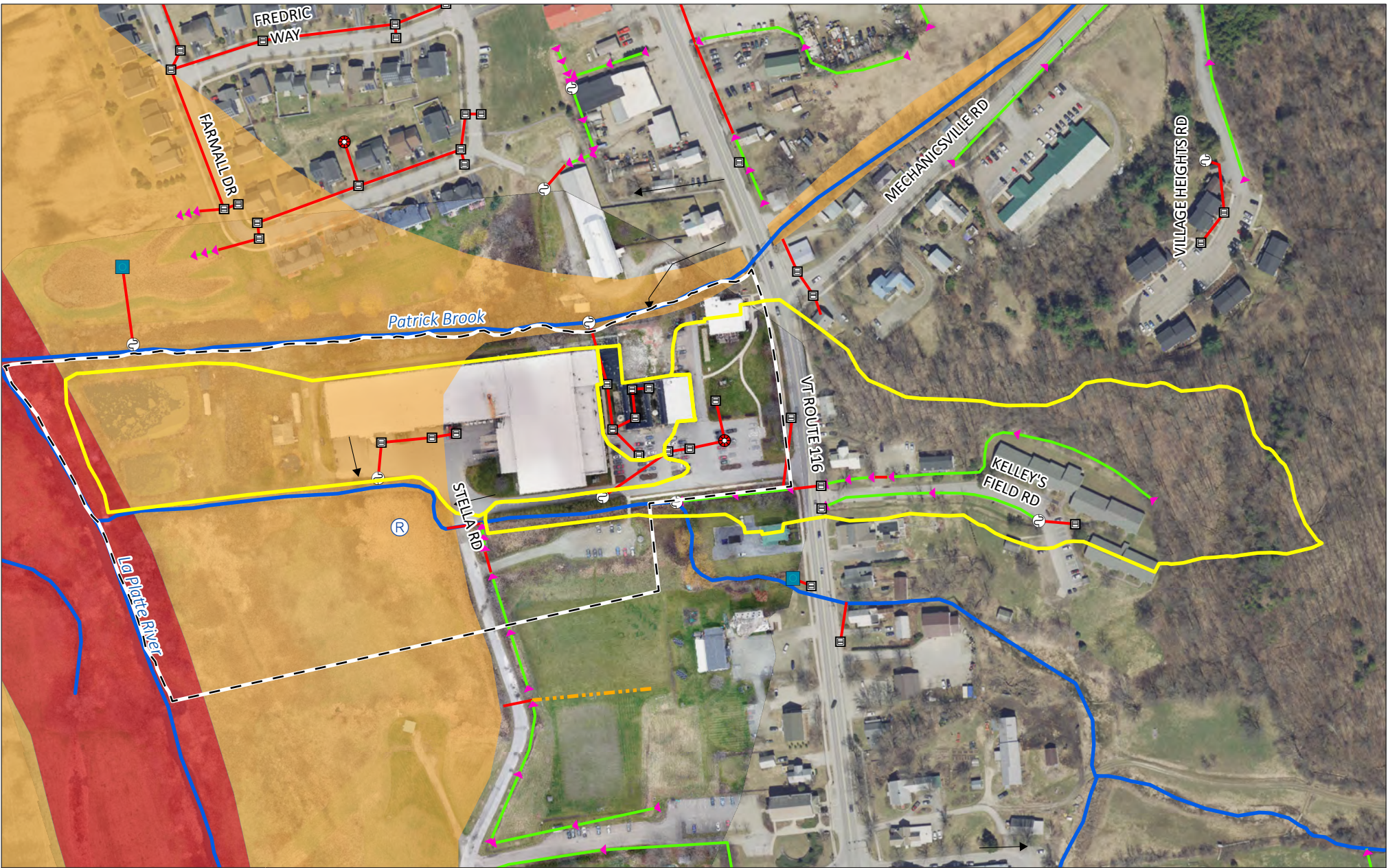
**The Cheese Plant Commercial Suites**  
**(Map 2 of 3)**  
 VT Route 116, Hinesburg, VT  
 Map Date: 1/31/2023

- Legend**
- Parcel Boundary
  - Pond outlet structure
  - Overland flow
  - Drainage Area Boundary
  - Retrofit
  - Streams
  - Catchbasin
  - Storm line
  - VSWI Wetlands
  - Stormwater Manhole
  - Swale
  - VSWI Wetlands Advisory
  - Outfall
  - Under drain
  - River Corridors



Scale: 1" = 238'





**The Cheese Plant  
Commercial Suites  
(Map 3 of 3)**  
 VT Route 116, Hinesburg, VT  
 Map Date: 1/31/2023

<b>Legend</b>	
Parcel Boundary	Storm line
Drainage Area Boundary	Swale
Catchbasin	Under drain
Stormwater Manhole	Overland flow
Outfall	Streams
Pond outlet structure	Floodway
Retrofit	1% Annual Chance of Flood

0      175      350  
 Feet

Scale: 1" = 238'

N

**WATERSHED**  
 CONSULTING

## State of Vermont



# LAND USE PERMIT

## AMENDMENT

<b>CASE NO</b>	4C0528-11A	<b><u>LAWS/REGULATIONS INVOLVED</u></b>
<b>APPLICANT</b>	Catamount-Malone/Hinesburg, LLC	10 V.S.A. §§ 6001 - 6092 (Act 250)
<b>ADDRESS</b>	210 College Street Burlington, VT 05401	

District Environmental Commission #4 hereby issues Land Use Permit Amendment 4C0528-11A, pursuant to the authority vested in it by 10 V.S.A. §§ 6001-6092. This permit amendment applies to the lands identified in Book 213, Pages 733-734, of the land records of the Town of Hinesburg, Vermont, as the subject of a deed to Catamount-Malone/Hinesburg, LLC, the Permittees as Grantees.

**This permit specifically authorizes the Permittees to fill in three abandoned lagoons - earthen lagoons with liners which will be removed - and return the area to match the existing grade.** The project is located on the western end of the former cheese plant site at 10516 Route 116 in the Town of Hinesburg, Vermont.

The project is subject to Act 250 jurisdiction because the project involves a material change to a development over which the Commission has jurisdiction, and thus constitutes "development" pursuant to 10 V.S.A. § 6001(3)(A). Accordingly, a land use permit amendment is required pursuant to Act 250 Rule 34.

The Permittees, and their assigns and successors in interest, are obligated by this permit to complete, operate and maintain the project as approved by the District Commission in accordance with the following conditions:

1. All conditions of Land Use Permit #4C0528 and amendments are in full force and effect except as amended herein.
2. Representatives of the State of Vermont shall have access to the property covered by this permit, at reasonable times, for the purpose of ascertaining compliance with Vermont environmental and health statutes and regulations and with this permit.
3. The project shall be completed, operated and maintained in accordance with the plans and exhibits on file with the District Environmental Commission and the conditions of this permit.
4. The approved plan is:  
  
Sheet SP1 - "Site Plan," dated January 17, 2011, last revision November 15, 2011.
5. A copy of this permit and approved plan shall be on the site at all times throughout the construction process.

6. No changes shall be made in the design or use of this project without the written approval of the District Coordinator or the Commission, whichever is appropriate under the Act 250 Rules.
7. Pursuant to Act 250 Rule 51(G), the permit application and material representations relied upon during the review and issuance of this permit by the District Commission shall provide the basis for determining future substantial and material changes to the approved project and for initiating enforcement actions.
8. The District Environmental Commission maintains continuing jurisdiction during the lifetime of the permit and may periodically require that the permit holder file an affidavit certifying that the project is being completed, operated and maintained in accordance with the terms of the permit, as provided by 10 V.S.A. §§ 6001-6092 and the rules of the Natural Resources Board (Act 250 Rules).
9. The conditions of this permit and the land uses permitted herein shall run with the land and are binding upon and enforceable against the Permittees and their successors and assigns.
10. The Permittees shall comply with Exhibit #4 (Schedule B) for erosion control. The Permittees shall prevent the transport of any sediment beyond that area necessary for construction approved herein. All erosion control devices shall be periodically cleaned, replaced and maintained until vegetation is permanently established on all slopes and disturbed areas. The Commission reserves the right to schedule hearings and site inspections to review erosion control and to evaluate and impose additional conditions with respect to erosion control as it deems necessary.
11. All mulch, siltation dams, water bars and other temporary devices shall be installed immediately upon grading and shall be maintained until all roads are permanently surfaced and all permanent vegetation is established on all slopes and disturbed areas. Topsoil stockpiles shall have the exposed earth completely mulched and have siltation checks around the base.
12. All areas of disturbance must have temporary or permanent stabilization within 14 days of the initial disturbance. After this time, any disturbance in the area must be stabilized at the end of each work day. The following exceptions apply: i) Stabilization is not required if work is to continue in the area within the next 24 hours and there is no precipitation forecast for the next 24 hours; ii) Stabilization is not required if the work is occurring in a self-contained excavation (i.e. no outlet) with a depth of 2 feet or greater (e.g. house foundation excavation, utility trenches).
13. All disturbed areas of the site shall be stabilized, either seeded and mulched or covered in stone or rolled erosion control matting immediately upon completion of final grading. All disturbed areas not involved in winter construction shall be double mulched and seeded before September 15. Between the periods of October 15 to April 15, all earth disturbing work shall conform with the "Winter Construction" standards and specifications of the *Vermont Standards & Specifications for Erosion Prevention & Sediment Control* (2006).
14. Prior to construction of the approved work, the Permittees shall complete the following: a) construction limits shall be clearly delineated with flagging or snowfencing; b) diversion ditches shall be placed on the uphill limits of the construction area; and c) temporary siltation controls shall be placed on the downhill limits of the construction. Immediately following the above, the permanent drainage system and/or roads shall be installed after which normal construction can begin.

15. A copy of the approved erosion control plan shall be on the site at all times during construction.
16. In addition to conformance with all erosion control conditions, the Permittees shall not cause, permit or allow the discharge of waste material into any surface waters. Compliance with the requirements of this condition does not absolve the Permittees from compliance with 10 V.S.A. (§§ 1250-1284) Chapter 47, Vermont's Water Pollution Control Law.
17. The Permittees shall maintain a 50-foot undisturbed, naturally vegetated buffer strip between all watercourses on the project site and any disturbed areas.
18. All stumps shall be disposed of on-site above the seasonal high water table or at a State approved landfill so as to prevent groundwater pollution.
19. At the completion of the project, the Permittees shall certify by affidavit that the site improvements have been constructed in accordance with this permit pursuant to Act 250 Rule 32(A).
20. The Permittees shall reference the requirements and conditions imposed by Land Use Permit #4C0528-11A in all deeds of conveyance and leases.
21. Pursuant to 10 V.S.A. § 6090(c) this permit amendment is hereby issued for an indefinite term, as long as there is compliance with the conditions herein. Notwithstanding any other provision herein, this permit shall expire three years from the date of issuance if the Permittees have not commenced construction and made substantial progress toward completion within the three year period in accordance with 10 V.S.A. § 6091(b).
22. The Permittees shall file a Certificate of Actual Construction Costs, on forms available from the Natural Resources Board, pursuant to 10 V.S.A. § 6083a(g) within one month after construction has been substantially completed or two years from the date of this permit, whichever shall occur first. Application for extension of time for good cause shown may be made to the District Commission. If actual construction costs exceed the original estimate, a supplemental fee based on actual construction costs must be paid at the time of certification in accordance with the fee schedule in effect at the time of application. Upon request, the Permittees shall provide all documents or other information necessary to substantiate the certification. Pursuant to existing law, failure to file the certification or pay any supplemental fee due constitutes grounds for permit revocation. The certificate of actual construction costs and any supplemental fee (by check payable to the "State of Vermont") shall be mailed to: Natural Resources Board, National Life Records Center Building, National Life Drive, Montpelier, VT 05620-3201; Attention: Certification.
23. Failure to comply with all of the above conditions may be grounds for permit revocation pursuant to 10 V.S.A., § 6027(g).

Dated at Essex Junction, Vermont, this 10<sup>th</sup> day of May, 2012.



By /s/ Stephanie H. Monaghan  
Stephanie H. Monaghan, District Coordinator  
As authorized by Marcy Harding, Vice Chair  
District #4 Commission

Members participating in this decision:

Larry Veladota  
Parker Riehle

Any party may file a **motion to alter** with the District Commission within 15 days from the date of this decision, pursuant to Act 250 Rule 31(A).

Any **appeal** of this decision must be filed with the Superior Court, Environmental Division within 30 days of the date the decision was issued, pursuant to 10 V.S.A. Chapter 220. The Notice of Appeal must comply with the Vermont Rules for Environmental Court Proceedings (VRECP). The appellant must file with the Notice of Appeal the entry fee required by 32 V.S.A. § 1431 and the 5% surcharge required by 32 V.S.A. § 1434a(a), which is \$262.50 as of January 2011.

The appellant must also serve a copy of the Notice of Appeal on the Natural Resources Board, National Life Records Center Building, Montpelier, VT 05620-3201, and on other parties in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings.

Decisions on minor applications may be appealed only if a hearing was held by the district commission. Please note that there are certain limitations on the right to appeal. See 10 V.S.A. § 8504(k).

For additional information on filing appeals, see the Court's website at:

<http://www.vermontjudiciary.org/GTC/environmental/default.aspx> or call (802) 828-1660. The Court's mailing address is: Superior Court, Environmental Division, 2418 Airport Road, Suite 1, Barre, VT 05641-8701.

**SCHEDULE A  
Fee Information  
(Effective July 1, 2010)**

Submit with the application a check payable to the "State of Vermont". Municipal and state agency projects are exempt from fees but should still report construction costs on this form. Not-for-profit organizations are not exempt. Calculate the fee using the following table:

Note: All lines on the schedule must be filled out. If a line does not apply, or if there is no associated cost, enter 0. An incomplete schedule will result in a delay in application processing.

1) Number of lots to be created \_\_\_\_\_ x \$100.00 = \$ \_\_\_\_\_

2) Gravel Pits: \$.20/cubic yard of the proposed maximum rate of annual extraction = \$ \_\_\_\_\_

3) Construction costs:\*

Site preparation . . . . . \$ 5,000.00

Buildings:

    a) sq. ft. \_\_\_\_\_

    b) \$ per sq. ft. \_\_\_\_\_

        Total (a x b) . . . . . \$ \_\_\_\_\_

Roads and parking . . . . . \$ \_\_\_\_\_

Utilities . . . . . \$ \_\_\_\_\_

Off-site improvements . . . . . \$ \_\_\_\_\_

Landscaping . . . . . \$ \_\_\_\_\_

Other Fill. . . . . \$ \_\_\_\_\_

**Total costs:** \$ \_\_\_\_\_ x 0.00540 = \$ \_\_\_\_\_ \*\*

4) **Total Fee (Sections 1 + 2 + 3) =** \$ \_\_\_\_\_ \*\*\*

\* For residential subdivisions, include the estimated construction cost of all improvements proposed to be constructed by the applicant or a related person or entity, including common facilities, infrastructure, dwellings, and other. (For more information, see definition of "person" at 10 V.S.A. § 6001(14).) ([www.nrb.state.vt.us/lup/statute.htm](http://www.nrb.state.vt.us/lup/statute.htm))

\*\* For projects exceeding \$15,000,000 in total cost, multiply the first \$15,000,000 in costs X .00540 and multiply the balance of the costs X .00250. See 10 V.S.A. § 6083a ([www.nrb.state.vt.us/lup/statute.htm](http://www.nrb.state.vt.us/lup/statute.htm)) for the complete schedule of fees.

\*\*\* Minimum fee of **\$150** for new applications  
 Minimum fee of **\$50** for amendment applications  
 Maximum total application fee is \$150,000.00  
**Treat expansions of approved projects as new applications.**

I attest by my signature that the above is true to the best of my knowledge:

  
 \_\_\_\_\_  
 (signature of applicant or agent)

# Certificate of Actual Construction Costs

Effective July 1, 2010

**Print Permittee's Name:** Catamount-Malone/Hinesburg, LLC **Permit #**4C0528-11

\_\_\_\_\_ **Date** \_\_\_\_\_

The permittee(s) shall file this certificate of actual construction costs pursuant to 10 V.S.A. § 6083a(g) within one month after construction has been substantially completed or two years from the date of this permit, whichever shall occur first. (Application for extension of time for good cause shown may be made to the District Commission.) If actual construction costs exceed the original estimate, a supplemental fee based on actual construction costs must be paid at the time of certification. Upon request, the permittee(s) shall provide all documents or other information necessary to substantiate the certification. Pursuant to 10 V.S.A. § 6083a(g), failure to file the certification or pay any supplemental fee due are grounds for permit revocation.

1) Number of lots created \_\_\_\_\_ x \$100.00 = \$ \_\_\_\_\_

2) Gravel Pits: \$.20/cubic yard of the proposed maximum rate of annual extraction = \$ \_\_\_\_\_

3) Actual Construction costs:\*

Site preparation . . . . . \$ \_\_\_\_\_

Buildings:

a) sq. ft. \_\_\_\_\_

b) \$ per sq. ft. \_\_\_\_\_

Total (a x b) . . . . . \$ \_\_\_\_\_

Roads and parking . . . . . \$ \_\_\_\_\_

Utilities . . . . . \$ \_\_\_\_\_

Off-site improvements . . . . \$ \_\_\_\_\_

Landscaping . . . . . \$ \_\_\_\_\_

Other \_\_\_\_\_ . . . . \$ \_\_\_\_\_

Total Actual Construction Costs: \$ \_\_\_\_\_ x 0.00540 = \$ \_\_\_\_\_

4) Total Fee (Sections 1+2+3) = \$ \_\_\_\_\_ \*\*\*

5) Original Fee Submitted = \$ \_\_\_\_\_

**6) Supplemental Fee to be submitted to Natural Resources Board (Section 4 - Section 5) = \$ \_\_\_\_\_**

\* For residential subdivisions, include the estimated construction cost of all improvements proposed to be constructed by the applicant or a related person or entity, including common facilities, infrastructure, dwellings, and other. (For more information, see definition of "person" at 10 V.S.A. § 6001(14).) ([www.nrb.state.vt.us/lup/statute.htm](http://www.nrb.state.vt.us/lup/statute.htm))

\*\* For projects exceeding \$15,000,000 in total cost, multiply the first \$15,000,000 in costs X .00540 and multiply the balance of the costs X .00250. See 10 V.S.A. § 6083a ([www.nrb.state.vt.us/lup/statute.htm](http://www.nrb.state.vt.us/lup/statute.htm)) for the complete schedule of fees.

Continues on Page 2

## **Certificate of Actual Construction Costs Page 2**

\*\*\* Minimum fee of **\$150** for new applications  
Minimum fee of **\$50** for amendment applications  
Maximum total application fee is \$150,000.00

**I attest by my signature under 13 V.S.A. § 3016 (FALSE CLAIM) that the above is true to the best of my knowledge:**

\_\_\_\_\_  
**(signature of applicant or agent)**

**This certificate of actual construction costs and any supplemental fee (by check payable to the "State of Vermont") should be mailed to: Natural Resources Board, National Life Records Center Building, National Life Drive, Montpelier, VT 05620-3201.**

## **SCHEDULE E**

### **Adjoiner Information**

Submit with the application a list of all adjoining landowners with mailing addresses. An "adjoiner" is a person or organization which owns or controls land or easements on lands which physically abut the tract or tracts of land on which your project is located. Be certain to include landowners on the opposite sides of highways, railways, and rivers. Also include homeowner associations, utility companies, and others with significant legal interest in the project land. It is very helpful if you indicate the location of each adjoiner on your site plan.

If you do not provide a list which is thorough and up-to-date, your application could be delayed because of improper notice distribution!

*Please note: For lists which include more than 20 adjoining landowners, our administrative staff appreciates receiving the list on mailing labels to facilitate the notification process. Thank you.*

#### NAME

#### MAILING ADDRESS WITH ZIP CODE

##### **ADJOINERS**

Thomas and Wendy Needham  
737 S. Ithan Avenue  
Rosemont, PA 19010

Michael Loner  
175 Farmall Drive  
Hinesburg, VT 05461

United Church of Hinesburg  
Route 116  
Hinesburg, VT 05461

John Lozell  
187 Farmall Drive  
Hinesburg, VT 05461

Joe Colangelo, Administrator  
Town Hall  
Hinesburg, VT 05461

Kelly Lavigne  
195 Farmall Drive  
Hinesburg, VT 05461

John K. and Amy L. Lyman  
Box 528  
Hinesburg, VT 05461

Nathan and Sharon Miller  
207 Farmall Drive  
Hinesburg, VT 05461

Michael Hadon  
213 Farmall Drive  
Hinesburg, VT 05461

Andrew and Nadine Leise  
233 Farmall Drive  
Hinesburg, VT 05461

Guy Maglaris  
227 Farmall Drive  
Hinesburg, VT 05461

Gabriel Tomkowicz and Elizabeth Allis  
247 Farmall Drive  
Hinesburg, VT 05461

Victoria Perry  
25 Kelley's Field Road  
Hinesburg, VT 05461

Joshua Trombly  
25 Kelly's Field Road  
Hinesburg, VT 05461

Paige Larson  
25 Kelly's Field Road  
Hinesburg, VT 05461

Kristin Gawryczik  
25 Kelly's Field Road  
Hinesburg, VT 05461

**SCHEDULE F  
Certification of Service and Notice of Application**

You are required by 10 V.S.A. § 6084 to send notice and a copy of your application to the municipality, the municipal and regional planning commission in which the land is located, the Vermont Agency of Natural Resources (Division of Regulatory Management & Act 250 Review, Agency of Natural Resources, 103 South Main Street, Ctr. Bldg., 3rd Floor, Waterbury, VT 05671-0301), and any adjacent Vermont municipality, municipal or regional planning commission if the land is located on a boundary on or before the date of filing your application with the district commission. You are also required to send notice and a copy of your application to the solid waste management district in which the land is located, if the development or subdivision constitutes a facility pursuant to subdivision 6602(10) of Title 10 V.S.A. Chapter 151. You must also post a copy of the notice in the town clerk's office of the town or towns where the land is located. A notice form is attached for your convenience.

In order to verify that the statutory parties to the application have received copies of the application and thus avoid delay caused by improper distribution of the application, have a representative of the parties sign this form when they receive the application. You may, in the alternative, send copies of the notice and application by Certified U.S. Mail, UPS/Federal Express, or courier and list the names below.

Applicant(s) Name: Catamount-Malone/Hinesburg, LLC

I, the undersigned, have received a copy of an Act 250 application for the above applicant(s).

<u>delivered to the Hinesburg town clerk</u>	<u>4/3/12</u>
for the selectmen, aldermen, or trustees	date
<u>delivered to planning commission office</u>	<u>4/3/12</u>
for the municipal planning commission	date
<u>sent via USPS mail</u>	<u>4/3/12</u>
for the regional planning commission	date
<u>sent via USPS mail</u>	<u>4/3/12</u>
for the Agency of Natural Resources	date
_____	_____
for an adjacent municipality, if any*	date
_____	_____
for an adjacent planning commission, if any*	date
_____	_____
for an adjacent regional planning commission, if any*	date
_____	_____
for regional solid waste management district, if applicable	date

I hereby certify that I have forwarded a complete copy of this application to each of the parties entitled to notice pursuant to 10 V.S.A. Section 6084 and that I have posted a copy of the notice of application in the town clerk's office(s).

Kar Daily - For Debra A. Bell TLE 4/3/12  
 Applicant(s)/Agent Signature Date

\* Attach additional sheets if more than one town is adjacent to the project lands.

## Schedule F - Notice

Note To Applicants: This notice must be included with all copies of the application. You must also post, or cause to be posted, a copy of this notice in the town clerk's office of the town or towns wherein the land proposed for subdivision or development lies.

### Notice of Act 250 Application

By application dated April 3<sup>rd</sup>, 2012, (name and address of applicant)

Catamount - Malone / Hinesburg, LLC

210 College St. Burlington, VT 05401

\_\_\_\_\_ filed an application pursuant to 10 V.S.A. § 6001 et seq. ("Act 250") to: (description of project including road location and Town)

Three lagoons are located on the western end of the former Cheese factory off of Rte 116 in Hinesburg's Town Center. These lagoons were formerly part of the wastewater treatment system for the former cheese plant. These lagoons have been cleared of hazardous waste material. The applicant would like to fill in these lagoons to match existing grade in the area.

A copy of this application may be reviewed at the Town Offices, Town of Hinesburg, Vermont (contact the Town Clerk or Administrator).

Signature Mehmet B. Rm

Date 4/3/2012

In the event you wish to receive further notice concerning this application, please contact the district office for your area:

Environmental Comm.

Districts #1 and 8

440 Asa Bloomer State

Office Building

4th Floor 88 Merchants Row

Rutland, VT 05701

(Tel. 786-5920)

Environmental Comm.

Districts #4, 6 and 9

111 West St.

Essex Jct., VT 05452

(Tel. 879-5614)

Environmental Comm.

District #7

1229 Portland St.

Suite 201

St. Johnsbury, VT 05819

(Tel. 751-0120)

Environmental Comm.

Districts #2 and 3

100 Mineral Street

Suite #305

Springfield, VT 05156

(Tel. 885-8855)

Environmental Comm.

District #5

5 Perry Street, Suite 60

Barre, VT 05641

(Tel. 476-0185)



# SCHEDULE G

## Act 250 Participants

Please list below the name and town of residence for all persons not listed on the Cover Sheet who are affiliated with the applicant(s) for the project or who may be involved in presenting the applicant's case as an agent or representative. This information will help District Commissioners to determine if they have potential conflicts of interest. Full and early disclosure of this information will help to avoid delays later in the process. Thank you.

**Additional Applicants, Landowners, or Persons Affiliated with the Applicant for the Project:**  
[Examples of affiliation include partners, directors, officers, court appointed guardians, family members (e.g. spouse, parents, children), entity members, stockholders (if share is greater than 5%), or any professional whose benefit from the proposed Project indicates more than an agency relationship with the Applicant(s). If you have questions, please contact the district coordinator.]

Name (Print)	Town of Residence / Incorporation
_____	_____
_____	_____
_____	_____

**Consultants, Attorneys, or other Agents of the Applicant:**

Name (Print)	Town of Residence
_____	_____
_____	_____
_____	_____

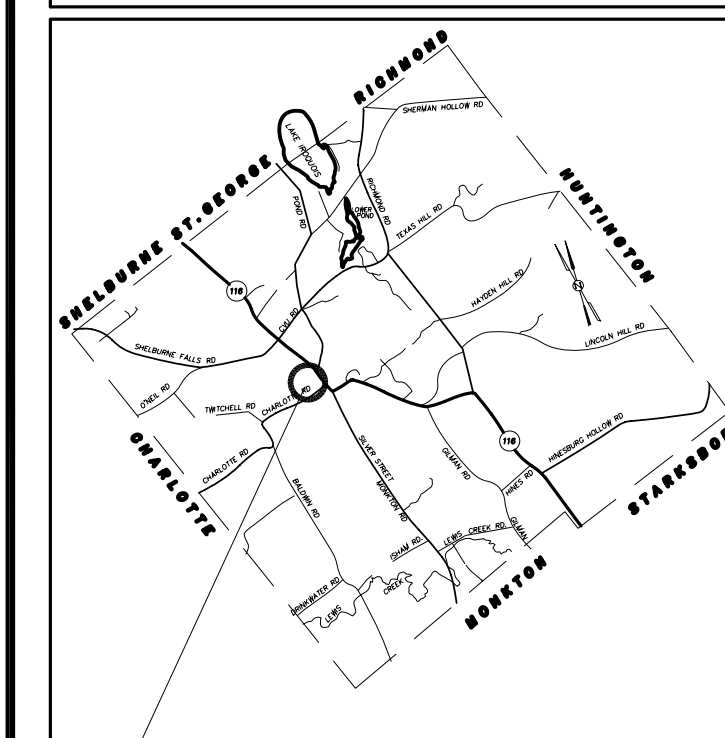
**Witnesses for the Applicant (if known at this time):**

Name (Print)	Town of Residence
_____	_____
_____	_____
_____	_____

- THESE PLANS ARE SUITABLE FOR THE PURPOSE OF:
- CEPTUAL APPROVAL SUBMISSION
  - PRELIMINARY APPROVAL SUBMISSION
  - ACT 250 SUBMISSION
  - FINAL APPROVAL SUBMISSION
  - CONSTRUCTION DRAWINGS

USE AND INTERPRETATION OF THE DRAWINGS

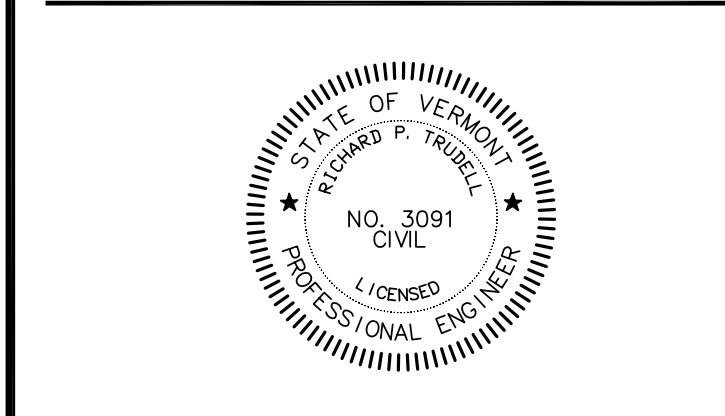
- Drawings prepared for submittal are intended for preliminary planning. coordination with other disciplines, utilities, and approving authorities. They are not intended as final drawings or construction drawings.
- Errors are discovered they are to be brought to the attention of Trudell Consulting Engineers, Inc. before using. By use of these drawings for construction of the Project, the Owner represents that (he/she) has reviewed, approved, and accepted the drawings. The drawings shall be considered "Final Approval Submittal" once they receive state and local approval.
- As instruments of service these drawings and copies thereof furnished by the Engineer are his property. Changes to the drawings may only be made by the Engineer.
- It is the User's responsibility to ensure this copy contains the most current revisions.



Project Location

- Conditional Use to Fill Lagoons 11/15/11 DAB
- Add Sewer, Water, LP Gas & Elec. 08/23/11 RPT
- Notice of Decision, water service 05/27/11 DAB
- Staff Comments 01/31/11 DAB

No.	Description	Date	By

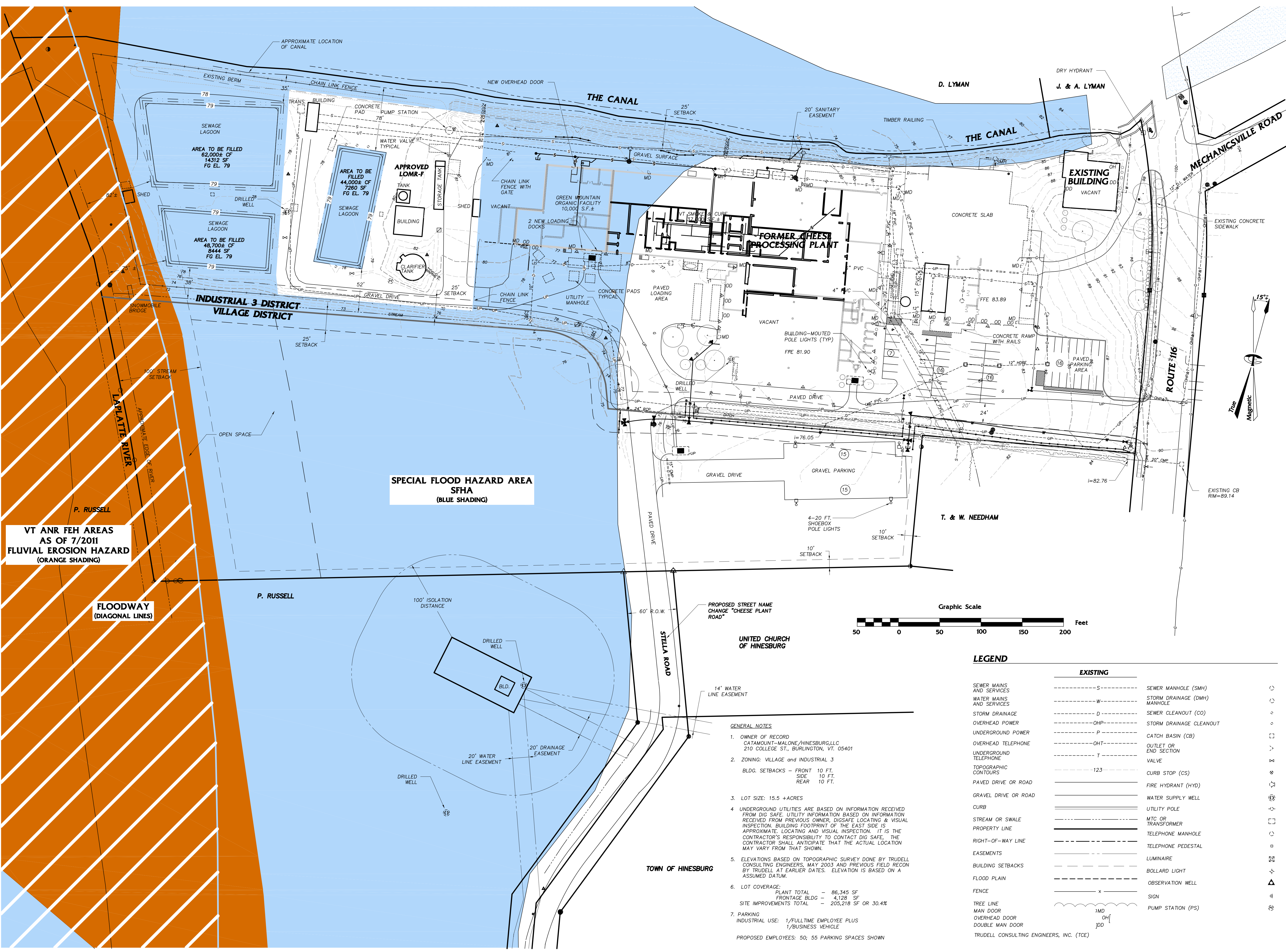


Project Title  
**The Cheese Plant**  
**Route 116**  
**Hinesburg, Vermont**

Sheet Title  
**Site Plan**

Drawing Number : 2011003-51 Extension : 1  
 Project manager : DAB Drawn : NPC  
 Date : 01/17/11 F.B. 144 Scale : 1" = 50'  
 Project reference : 97068 X-Ref : 2011003c  
 Bench file : .xxx

Approved \_\_\_\_\_  
**SP1**



VT ANR FEH AREAS AS OF 7/2011 FLUVIAL EROSION HAZARD (ORANGE SHADING)

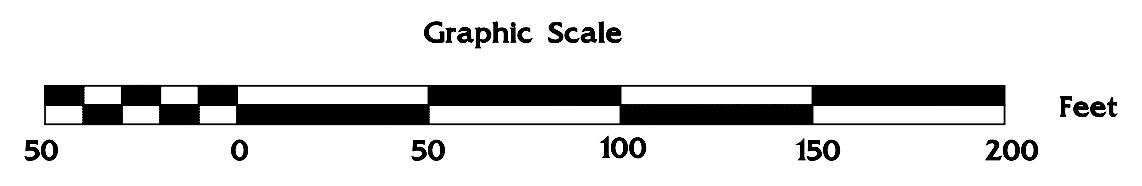
FLOODWAY (DIAGONAL LINES)

**SPECIAL FLOOD HAZARD AREA SFHA (BLUE SHADING)**

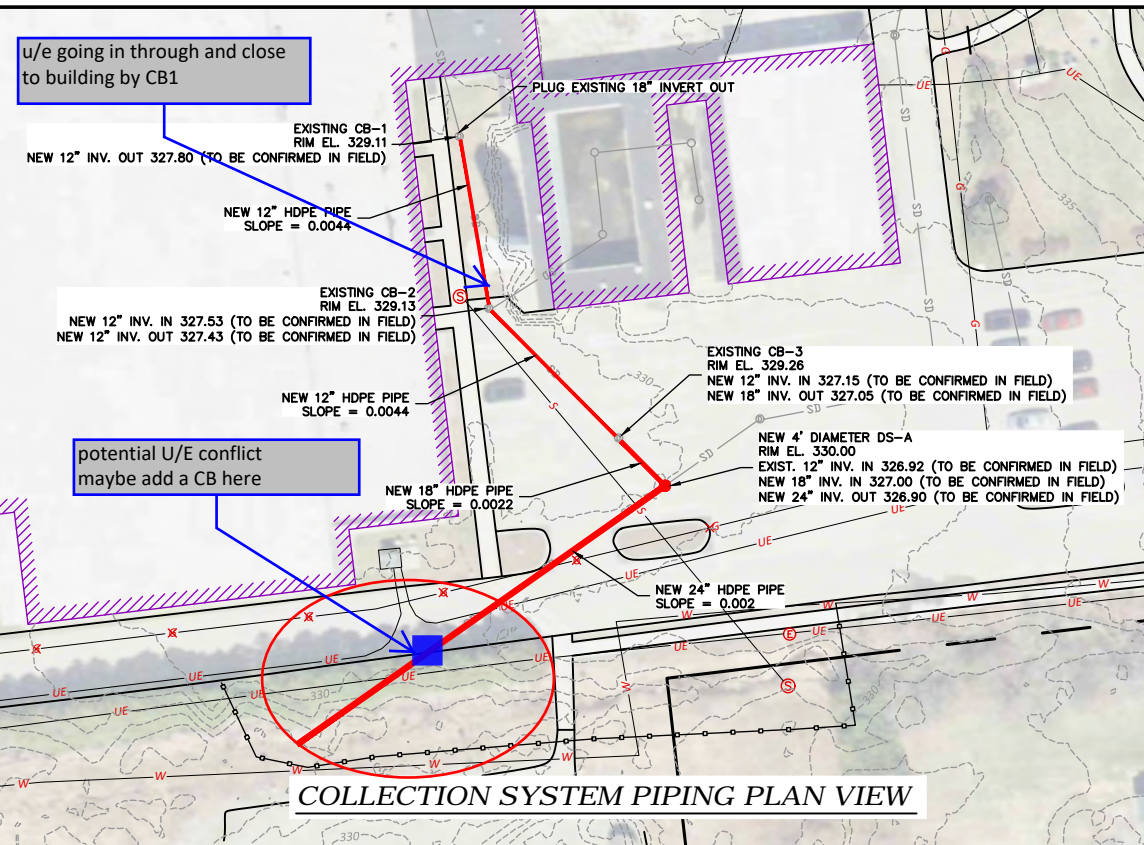
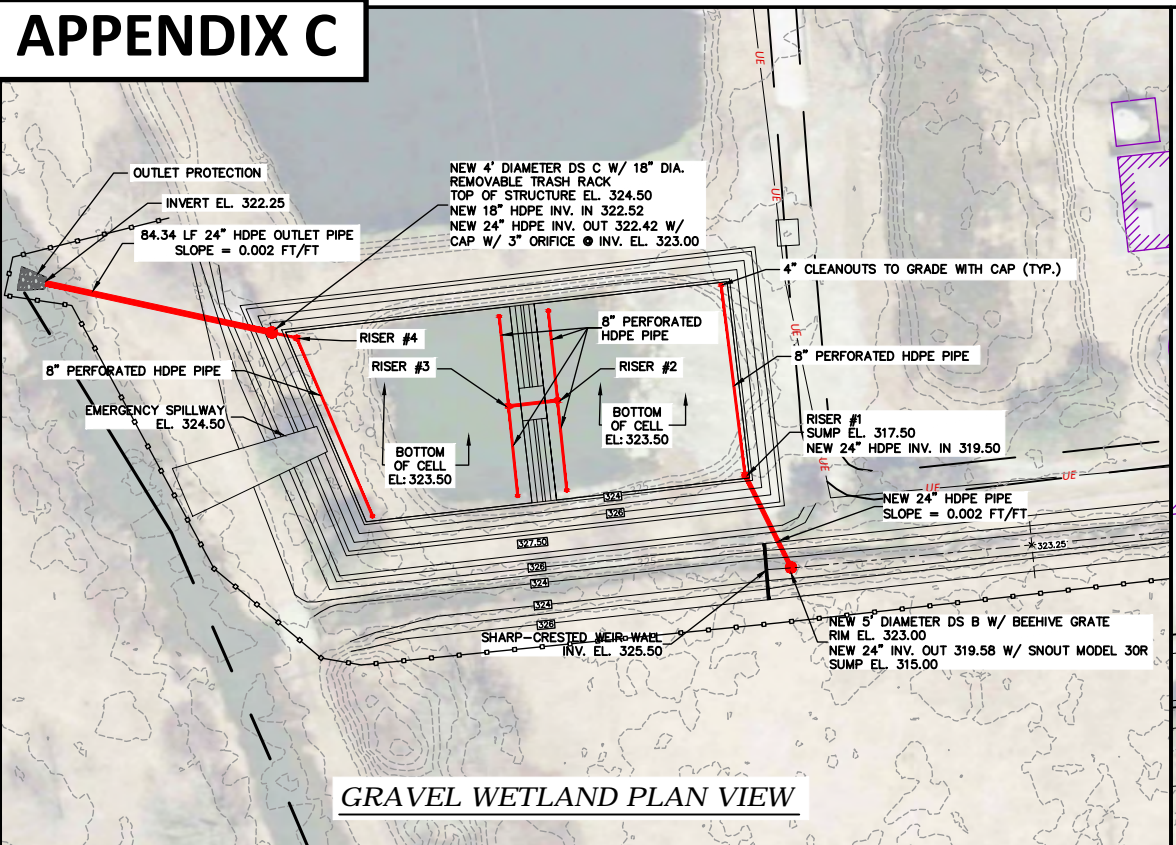
- GENERAL NOTES
- OWNER OF RECORD: CATAMOUNT-MALONE/HINESBURG, LLC 210 COLLEGE ST., BURLINGTON, VT. 05401
  - ZONING: VILLAGE and INDUSTRIAL 3  
 BLDG. SETBACKS - FRONT 10 FT.  
 SIDE 10 FT.  
 REAR 10 FT.
  - LOT SIZE: 15.5 +ACRES
  - UNDERGROUND UTILITIES ARE BASED ON INFORMATION RECEIVED FROM DIG SAFE. UTILITY INFORMATION BASED ON INFORMATION RECEIVED FROM PREVIOUS OWNER, DIGSAFE LOCATING & VISUAL INSPECTION, BUILDING FOOTPRINT OF THE EAST SIDE IS APPROXIMATE. LOCATING AND VISUAL INSPECTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT DIG SAFE, THE CONTRACTOR SHALL ANTICIPATE THAT THE ACTUAL LOCATION MAY VARY FROM THAT SHOWN.
  - ELEVATIONS BASED ON TOPOGRAPHIC SURVEY DONE BY TRUDELL CONSULTING ENGINEERS, MAY 2003 AND PREVIOUS FIELD RECON BY TRUDELL AT EARLIER DATES. ELEVATION IS BASED ON A ASSUMED DATUM.
  - LOT COVERAGE:  
 PLANT TOTAL - 86,345 SF  
 FRONTAGE BLDG - 4,128 SF  
 SITE IMPROVEMENTS TOTAL - 205,218 SF OR 30.4%
  - PARKING  
 INDUSTRIAL USE: 1/FULLTIME EMPLOYEE PLUS 1/BUSINESS VEHICLE  
 PROPOSED EMPLOYEES: 50; 55 PARKING SPACES SHOWN

**LEGEND**

EXISTING	
SEWER MAINS AND SERVICES	---S---
WATER MAINS AND SERVICES	---W---
STORM DRAINAGE	---D---
OVERHEAD POWER	---OHP---
UNDERGROUND POWER	---P---
OVERHEAD TELEPHONE	---OHT---
UNDERGROUND TELEPHONE	---T---
TOPOGRAPHIC CONTOURS	---123---
PAVED DRIVE OR ROAD	=====
GRAVEL DRIVE OR ROAD	=====
CURB	=====
STREAM OR SWALE	=====
PROPERTY LINE	=====
RIGHT-OF-WAY LINE	=====
EASEMENTS	=====
BUILDING SETBACKS	=====
FLOOD PLAIN	=====
FENCE	-----x-----
TREE LINE	-----M-----
MAN DOOR	-----OH-----
OVERHEAD DOOR	-----OD-----
DOUBLE MAN DOOR	-----DD-----
SEWER MANHOLE (SMH)	○
STORM DRAINAGE (DMH) MANHOLE	○
SEWER CLEANOUT (CO)	◇
STORM DRAINAGE CLEANOUT	◇
CATCH BASIN (CB)	□
OUTLET OR END SECTION	>
VALVE	×
CURB STOP (CS)	⊛
FIRE HYDRANT (HYD)	⊛
WATER SUPPLY WELL	⊙
UTILITY POLE	⊙
MTC OR TRANSFORMER	⊙
TELEPHONE MANHOLE	○
TELEPHONE PEDESTAL	○
LUMINAIRE	⊙
BOLLARD LIGHT	⊙
OBSERVATION WELL	⊙
SIGN	⊙
PUMP STATION (PS)	⊙



# APPENDIX C



**LEGEND:**

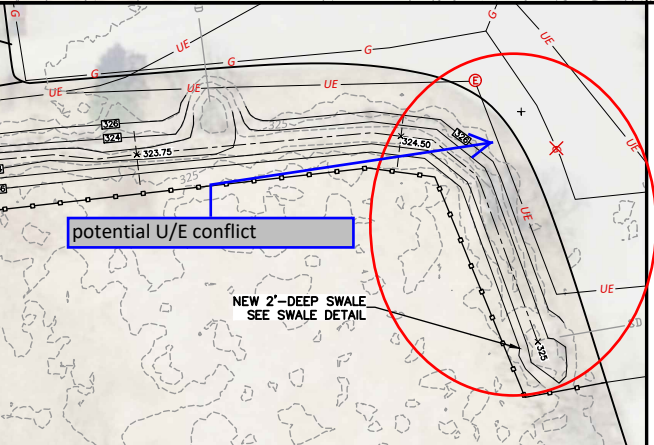
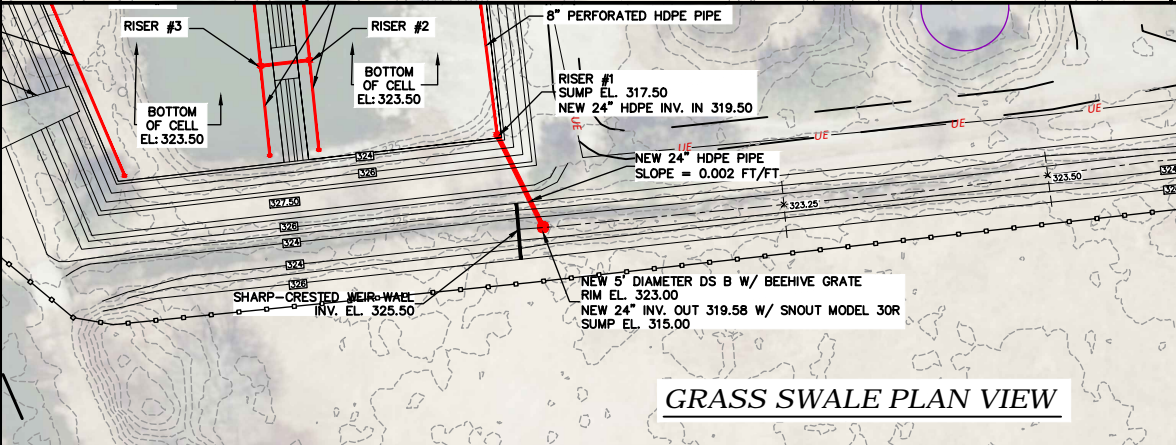
EXISTING		DESCRIPTION
SD	---	STORM DRAIN LINE
W	---	WATER LINE
UE	---	UNDERGROUND ELECTRIC LINE
G	---	GAS LINE
S	○	SEWER MANHOLE
D	○	DRAINAGE STRUCTURE
- - -	- - -	CONTOURS
---	---	BUILDING OUTLINE

PROPOSED		DESCRIPTION
●	---	DRAINAGE STRUCTURE
---	---	STORM DRAIN PIPE
---	---	OUTLET PROTECTION PAD
---	---	FINISHED GRADING CONTOUR
---	---	SILT FENCE

SCALE: 1" = 70'



Overall Total Area Managed (acres)	Overall Impervious Area Managed (acres)	3-Acre Site Total Impervious Area (acres)	3-Acre Site Impervious Area Managed (acres)	*Phosphorus Load (kg/yr)	*Project Phosphorus Removal Efficiency (%)	*Project Phosphorus Reduction (kg/yr)	*Cost per kg Reduced Phosphorus Annually (\$/kg)
13.61	6.71	5.54	4.65	7.57	57%	4.30	\$ 5,666

\*From the Agency of Natural Resources Stormwater Treatment Practice Calculator  
\*Analysis does not include costs associated with final and construction engineering

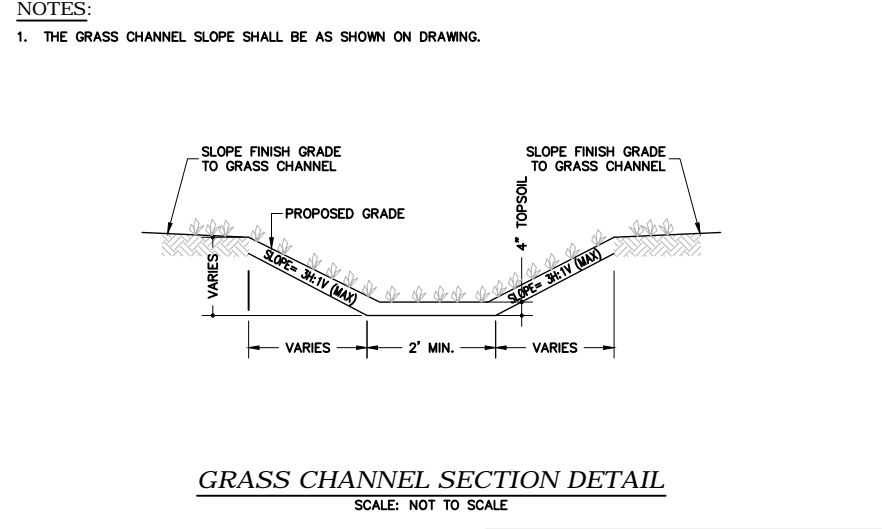
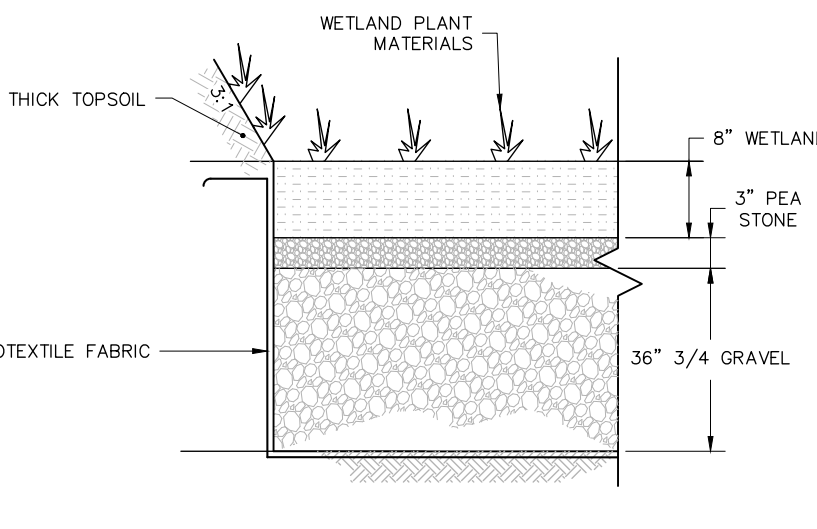
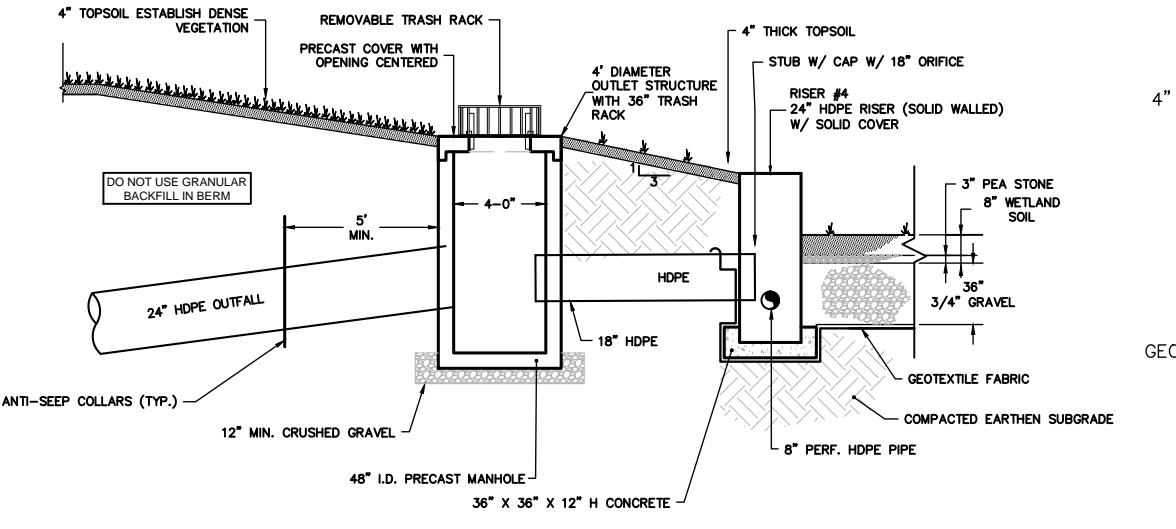
This conceptual design features a Gravel Wetland installed at The Cheese Plant industrial park to treat stormwater runoff from portions of Hinesburg Village, including VT Route 116, the Cathedral Square housing complex on Kelleys Field Road, the Hinesburg Public House, and The Cheese Plant. The Cheese Plant is a "3-acre site" and is required to obtain permit coverage under General Permit 3-9050.

The project treats runoff from the 1" storm event from 84% of The Cheese Plant's impervious surface and meets the redevelopment standard for the site under 3-9050.

The design includes the rehabilitation of an existing grass swale for pre-treatment, and a diversion structure within the swale to divert runoff from the 1" storm event to the Gravel Wetland while allowing runoff from larger storm events to pass through and discharge to the La Platte River. The Gravel Wetland is proposed in the location of a former cheese processing waste lagoon.

Sizing of the Gravel Wetland assumes the completion and expansion of a floodplain restoration project to divert Lewis Creek into a naturalized flow path west of Stella Road.

A total implemented cost estimate of \$625,000 was developed by Hoyle, Tanner & Associates, Inc.



**NOTES:**  
1. THE GRASS CHANNEL SLOPE SHALL BE AS SHOWN ON DRAWING.

30% CONCEPT DESIGN  
NOT FOR CONSTRUCTION

ENGINEER

PROJECT NO.	129200
FILE NAME	HINESBURG

DESIGNED BY: KDW  
DRAWN BY: MMI  
CHECKED BY: KDW

DATE: MAY 2021

SCALE: AS SHOWN

STATE OF VERMONT  
VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION

HINESBURG  
GRAVEL WETLAND

FIGURE NO.  
**1**

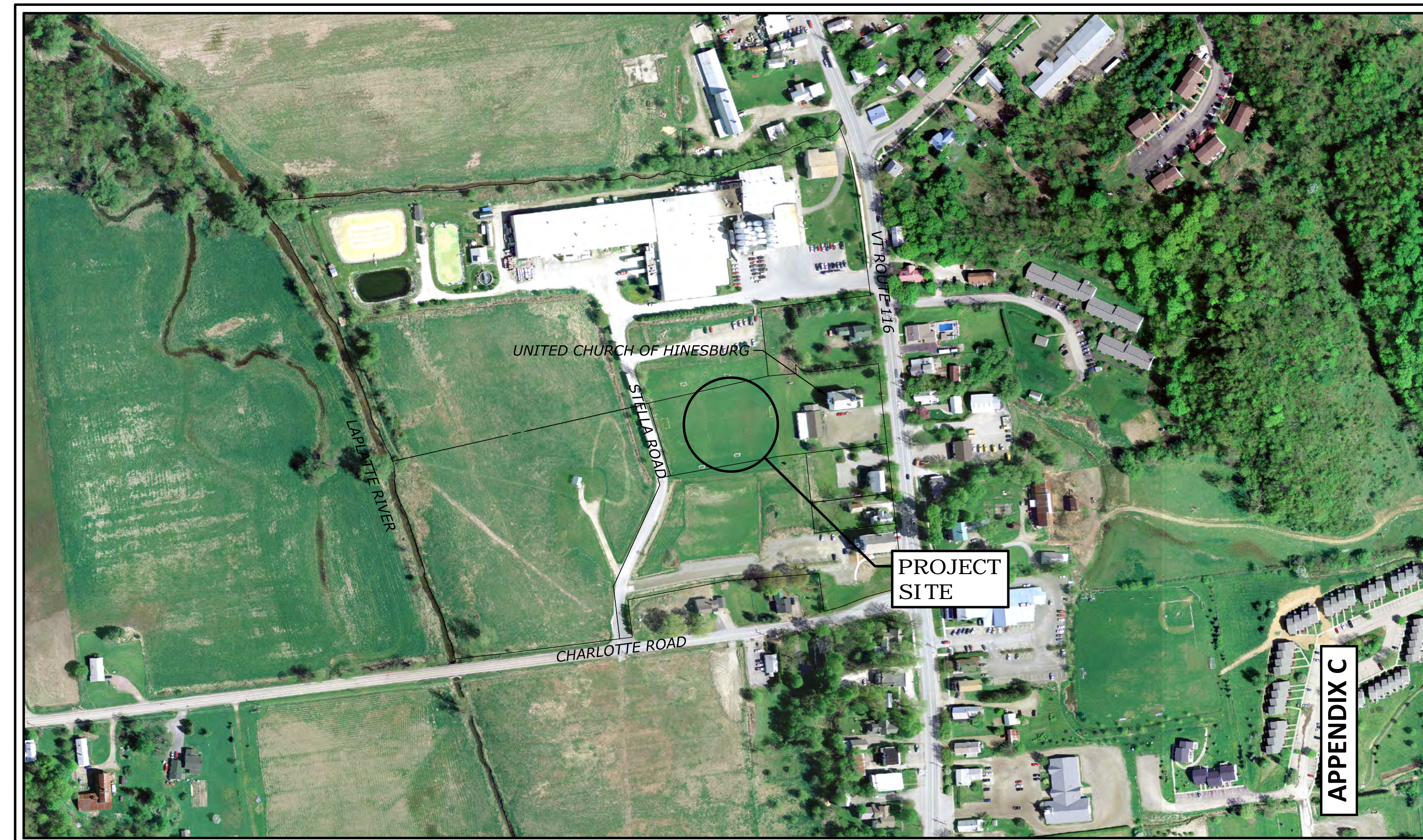
SHEET 1 OF 1

# APPENDIX D

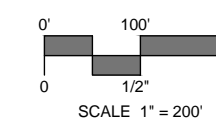
# WETLANDS RESTORATION IN HINESBURG VILLAGE

VT ROUTE 116  
HINESBURG, VERMONT

FINAL DESIGN  
DECEMBER 10, 2021



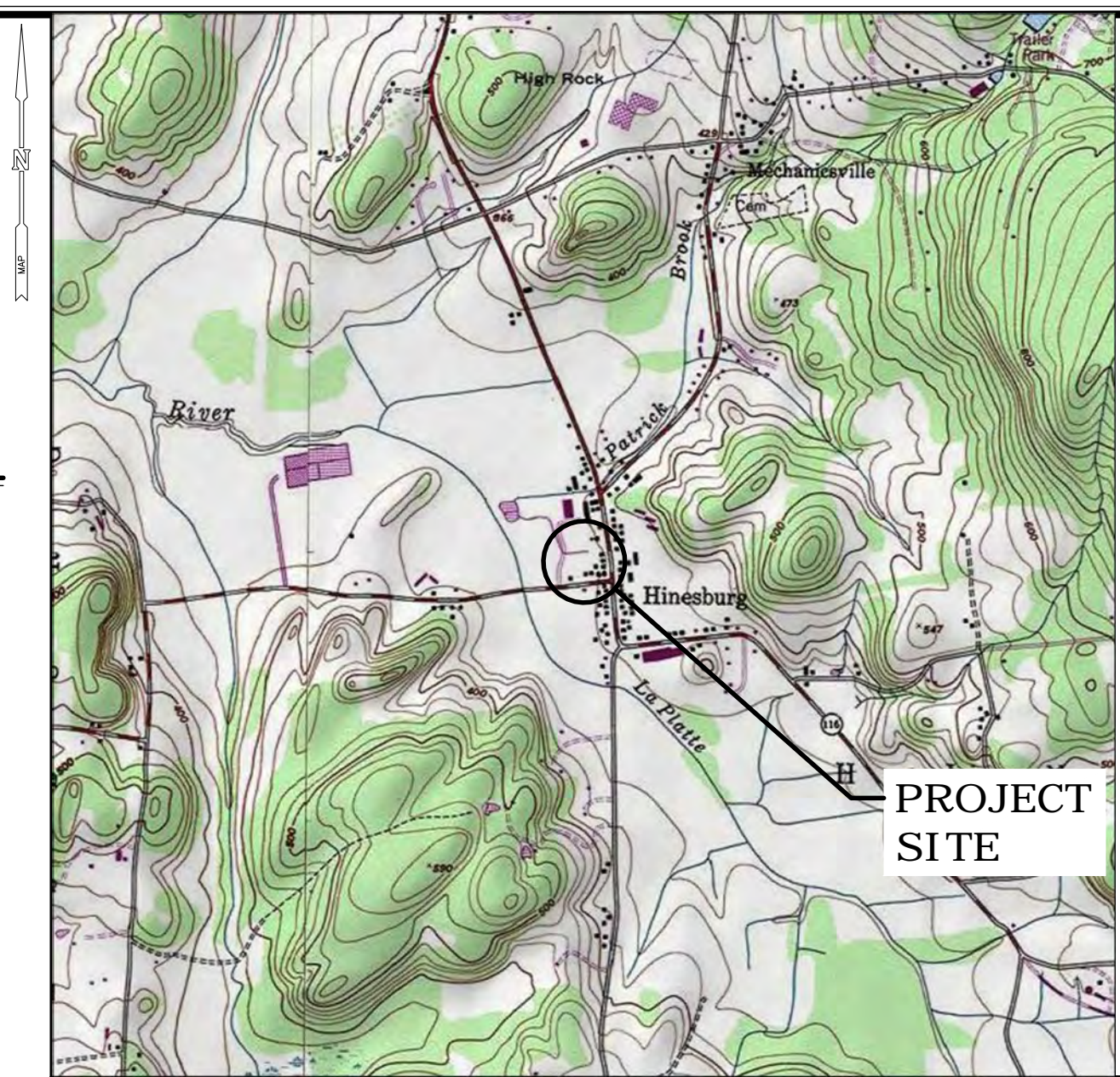
PROJECT SITE VICINITY MAP:



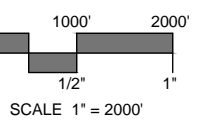
PREPARED BY:



1 SOUTH MAIN STREET  
WATERBURY, VT 05676  
802.862.8335  
SLRCONSULTING.COM



LOCATION MAP:



PREPARED FOR:

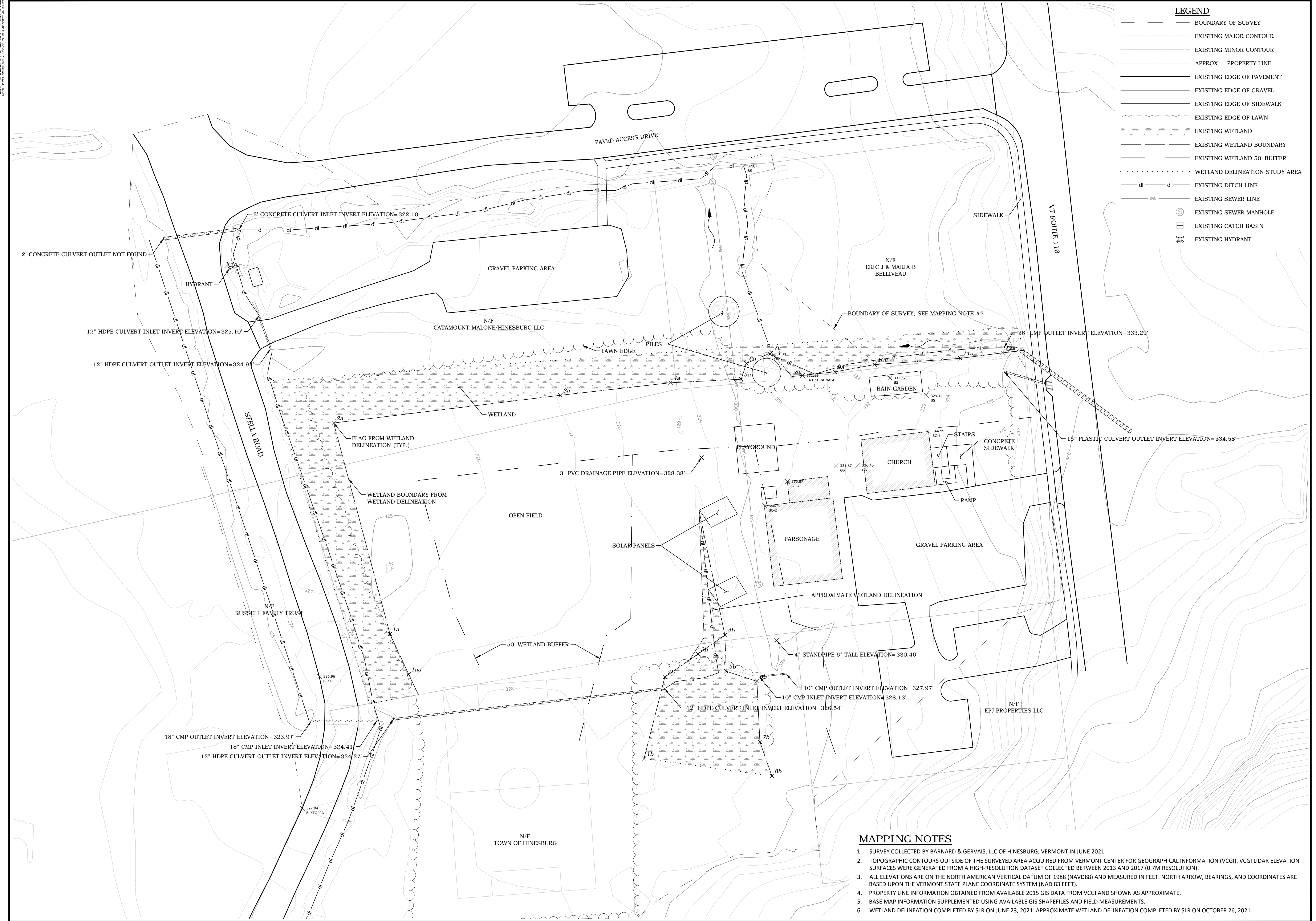
LEWIS CREEK ASSOCIATION  
PO BOX 313  
CHARLOTTE, VERMONT 05445

### LIST OF DRAWINGS

NO.	NAME	TITLE
0#	--	TITLE
0#	SP1	SITE PLAN - EXISTING CONDITIONS
0#	SP2	SITE PLAN - PROPOSED CONDITIONS
04	SP3	SITE PLAN - GRADING & IMPACTS
05	SP4	SITE PLAN - RESTORATION
06	SP5	SITE PLAN - CONSTRUCTION ACCESS
07	XS	CROSS SECTIONS
08	DET	DETAILS

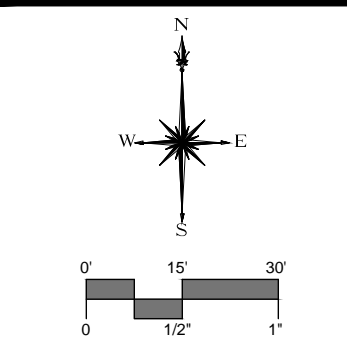


Know what's below.  
Call before you dig.  
www.cbyd.com



**LEGEND**

- BOUNDARY OF SURVEY
- - - EXISTING MAJOR CONTOUR
- - - EXISTING MINOR CONTOUR
- - - APPROX. PROPERTY LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING EDGE OF GRAVEL
- EXISTING EDGE OF SIDEWALK
- EXISTING EDGE OF LAWN
- EXISTING WETLAND
- EXISTING WETLAND BOUNDARY
- EXISTING WETLAND 50' BUFFER
- ... WETLAND DELINEATION STUDY AREA
- dl - dl - EXISTING DITCH LINE
- SAN - EXISTING SEWER LINE
- ⊙ EXISTING SEWER MANHOLE
- ▤ EXISTING CATCH BASIN
- ⊕ EXISTING HYDRANT



**SLR**  
 1 SOUTH MAIN STREET  
 VERMONT, VT 05676  
 802.882.8335  
 SLRCONSULTING.COM

DESCRIPTION	DATE	BY

**SITE PLAN - EXISTING CONDITIONS**  
**WETLANDS RESTORATION IN HINESBURG VILLAGE**  
 VT ROUTE 116  
 HINESBURG, VERMONT

CMN	CMN	JCL
DESIGNED	DRAWN	CHECKED
1" = 30'		
DECEMBER 10, 2021		
DATE		
PROJECT NO. 3452-33		
SHEET NO. 2 OF 8		

**SP1**

- MAPPING NOTES**
- SURVEY COLLECTED BY BARNARD & GERVAIS, LLC OF HINESBURG, VERMONT IN JUNE 2021.
  - TOPOGRAPHIC CONTOURS OUTSIDE OF THE SURVEYED AREA ACQUIRED FROM VERMONT CENTER FOR GEOGRAPHICAL INFORMATION (VCGI). VCGI LIDAR ELEVATION SURFACES WERE GENERATED FROM A HIGH-RESOLUTION DATASET COLLECTED BETWEEN 2013 AND 2017 (0.7M RESOLUTION).
  - ALL ELEVATIONS ARE ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND MEASURED IN FEET. NORTH ARROW, BEARINGS, AND COORDINATES ARE BASED UPON THE VERMONT STATE PLANE COORDINATE SYSTEM (NAD 83 FEET).
  - PROPERTY LINE INFORMATION OBTAINED FROM AVAILABLE 2015 GIS DATA FROM VCGI AND SHOWN AS APPROXIMATE.
  - BASE MAP INFORMATION SUPPLEMENTED USING AVAILABLE GIS SHAPEFILES AND FIELD MEASUREMENTS.
  - WETLAND DELINEATION COMPLETED BY SLR ON JUNE 23, 2021. APPROXIMATE WETLAND DELINEATION COMPLETED BY SLR ON OCTOBER 26, 2021.

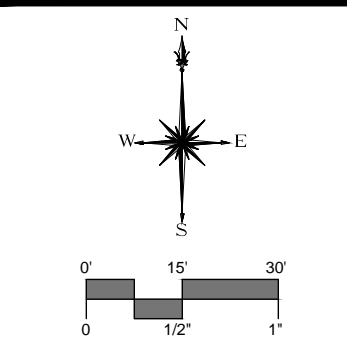
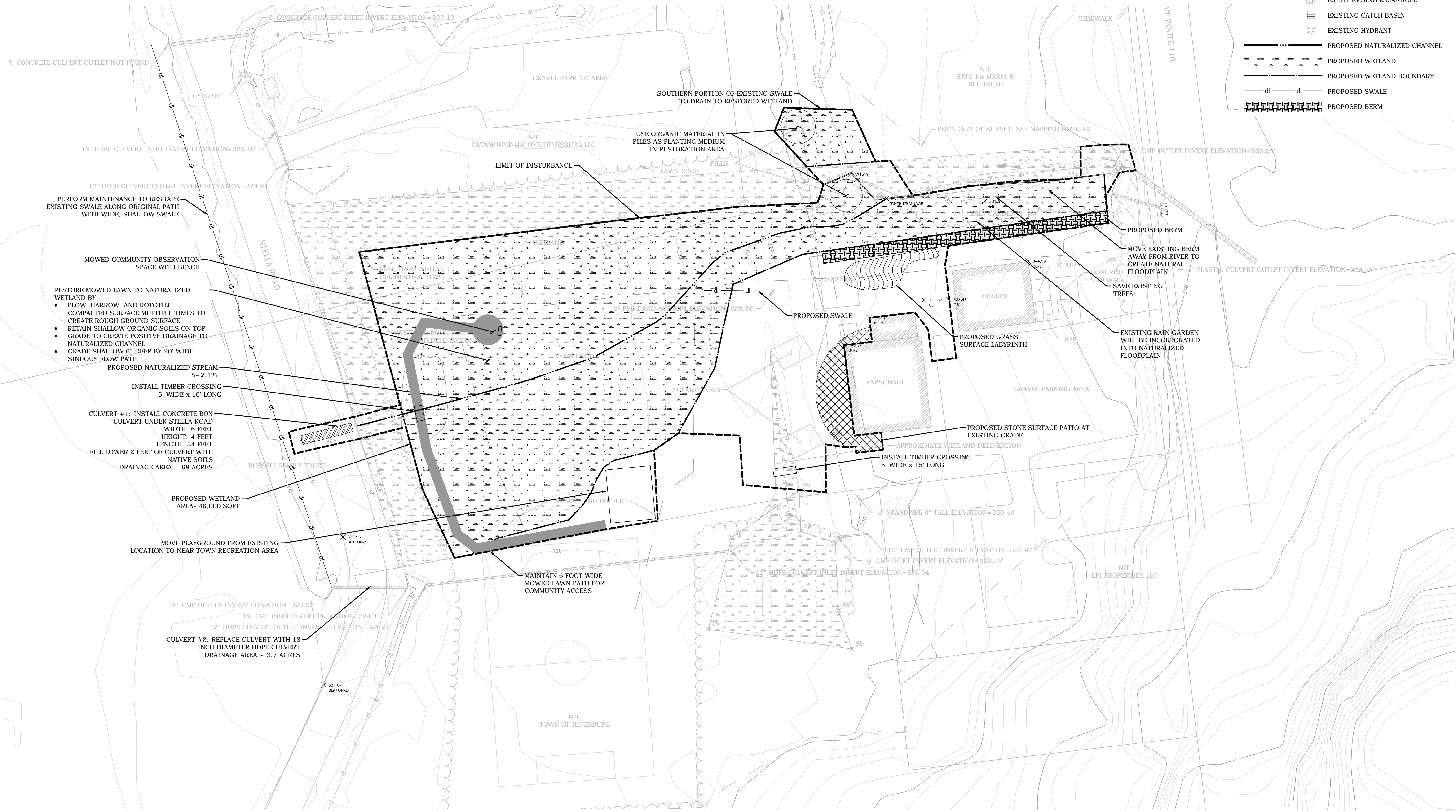
**GENERAL NOTES**

1. THE PURPOSE OF THIS PROJECT IS TO RESTORE A WETLAND AREA BEHIND UNITED CHURCH OF HINESBURG IN HINESBURG, VERMONT.
2. THE LOCATION OF ALL EXISTING UTILITIES SHOULD BE CONFIRMED PRIOR TO BEGINNING CONSTRUCTION. CALL "DIG SAFE" AT 1-888-DIG-SAFE (344-7233). THE CONTRACTOR SHALL TAKE PRECAUTIONS NOT TO DISTURB EXISTING UTILITIES.
3. THE CONTRACTOR SHALL DESIGNATE A SUPERINTENDENT AT THE START OF CONSTRUCTION AND THE CONTRACTOR'S SUPERINTENDENT SHALL BE ON-SITE AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR AND HIS/HER JOB SUPERINTENDENT SHALL BE RESPONSIBLE FOR COMPLYING WITH THE JOB SPECIFICATIONS AND PERMIT REQUIREMENTS.
4. ALL STORAGE AND ACCESS ROUTES, PEDESTRIAN FENCES/BARRIERS, AND LIMITS OF CLEARING SHALL BE FLAGGED BY CONTRACTOR PRIOR TO CONSTRUCTION AND APPROVED BY PROJECT ENGINEER.
5. WORKING HOURS SHALL BE APPROVED BY PROJECT ENGINEER AND LANDOWNERS.
6. NO CONSTRUCTION VEHICLES SHALL BE STORED, SERVICED, WASHED OR FLUSHED IN A LOCATION WHERE LEAKS, SPILLAGE, WASTE MATERIALS, CLEANERS, OR WATERS WILL BE INTRODUCED OR FLOW INTO WETLANDS OR WATERCOURSES. AN EMERGENCY MANAGEMENT PLAN AND SPILL KIT WILL BE MAINTAINED ON SITE AT ALL TIMES. IN THE EVENT OF AN ACCIDENTAL RELEASE, IMMEDIATELY STOP CONSTRUCTION WORK, CONTAIN THE SPILL, AND NOTIFY THE TOWN, APPROPRIATE AUTHORITIES AND PROJECT ENGINEER. THE SPILL KIT MUST CONTAIN AT A MINIMUM A CONTAINMENT BOOM, STRAW OR OTHER ABSORBENT MATERIALS, AND BUCKETS.
7. STORAGE AND OR USE OF CHEMICALS, FUELS, OILS, GREASES, BITUMINOUS MATERIALS, SOLIDS, WASTE WASHINGS, AND CEMENT SHALL BE HANDLED APPROPRIATELY AS TO PREVENT LEACHING OR SURFACE RUNOFF INTO WETLANDS, WATERCOURSES, OR DRAINS. ALL APPROVED STORAGE FOR THESE MATERIALS MUST BE CONTAINED.
8. EQUIPMENT SHALL BE REMOVED FROM WATER RESOURCES AND THEIR BUFFERS PRIOR TO REFUELING. NO REFUELING OF EQUIPMENT ALLOWED IN THE WATER OR WETLAND.
9. ALL EQUIPMENT AND VEHICLES SHALL BE CLEANED PRIOR TO AND FOLLOWING CONSTRUCTION TO REDUCE THE POTENTIAL FOR SPREAD OF INVASIVE SPECIES AND SEDIMENT.
10. THE PROJECT SITE IS SUBJECT TO FLOODING. THE CONTRACTOR SHALL MONITOR WEATHER FORECASTS AND STABILIZE THE CONSTRUCTION SITE AND REMOVE EQUIPMENT FROM FLOOD PRONE AREAS. ALL EQUIPMENT TO BE STORED ON HIGH GROUND.
11. WORK SHOULD BE PERFORMED DURING LOW WATER.
12. THERE SHALL BE NO CLAIMS FOR EXTRA COMPENSATION DUE TO DELAYS IN WATER CONTROL ASSOCIATED WITH HIGH WATER LEVELS FROM NATURAL EVENTS SUCH AS FLOODS.
13. THE CONTRACTOR SHALL MAINTAIN ALL ROADWAYS, SIDEWALKS, AND WALKWAYS IN THE AREA FREE OF SOIL, MUD, AND CONSTRUCTION DEBRIS. CONSTRUCTION ENTRANCES MUST BE MAINTAINED AT EACH SITE ACCESS POINT. SEE PLANS AND DETAILS.
14. CONTRACTOR MUST COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS THROUGHOUT DURATION OF PROJECT.

15. ALL EXCESS MATERIAL IS TO BE REMOVED AND DISPOSED OF OR RECYCLED OFF SITE.
16. PROPOSED LAYOUT, PROFILE, AND CROSS SECTIONS ARE TO BE STAKED BY THE CONTRACTOR AND REVIEWED BY THE PROJECT ENGINEER. FINAL DIMENSIONS WILL BE FINE-TUNED IN THE FIELD BY THE PROJECT ENGINEER.
17. BEDROCK REMOVAL IS NOT PROPOSED. DO NOT REMOVE BEDROCK WITHOUT DIRECTION OF PROJECT ENGINEER.
18. EXCAVATION TO BE PERFORMED BY MECHANICAL MEANS ONLY. DO NOT OVER-EXCAVATE. PROJECT ENGINEER TO REVIEW PROPOSED GRADES WITH CONTRACTOR AS WORK PROGRESSES.
19. ANY MATERIAL EXPORTED OFF-SITE SHALL BE LEGALLY DISPOSED OF IN AN UPLAND LOCATION AT NO ADDITIONAL COST. THE CONTRACTOR IS RESPONSIBLE FOR FINDING A SUITABLE RECIPIENT OF THE MATERIAL, GAINING REGULATORY APPROVAL FOR EXPORTED MATERIAL PLACEMENT IF NEEDED, AND HAULING.
20. ALL AREAS SURROUNDING THE PROJECT SITE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED UPON COMPLETION OF CONSTRUCTION. THE RESTORATION OF THE SITE IS SUBJECT TO APPROVAL BY THE PROJECT ENGINEER AND LANDOWNER.
21. FOLLOWING COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PARTICIPATE IN A FINAL SITE INSPECTION WITH PROJECT ENGINEER FOR THE PURPOSE OF VERIFYING THAT THE PROJECT HAS BEEN COMPLETED ACCORDING TO THE CONSTRUCTION PLANS AND THE TERMS AND CONDITIONS OF THE CONTRACT.

**LEGEND**

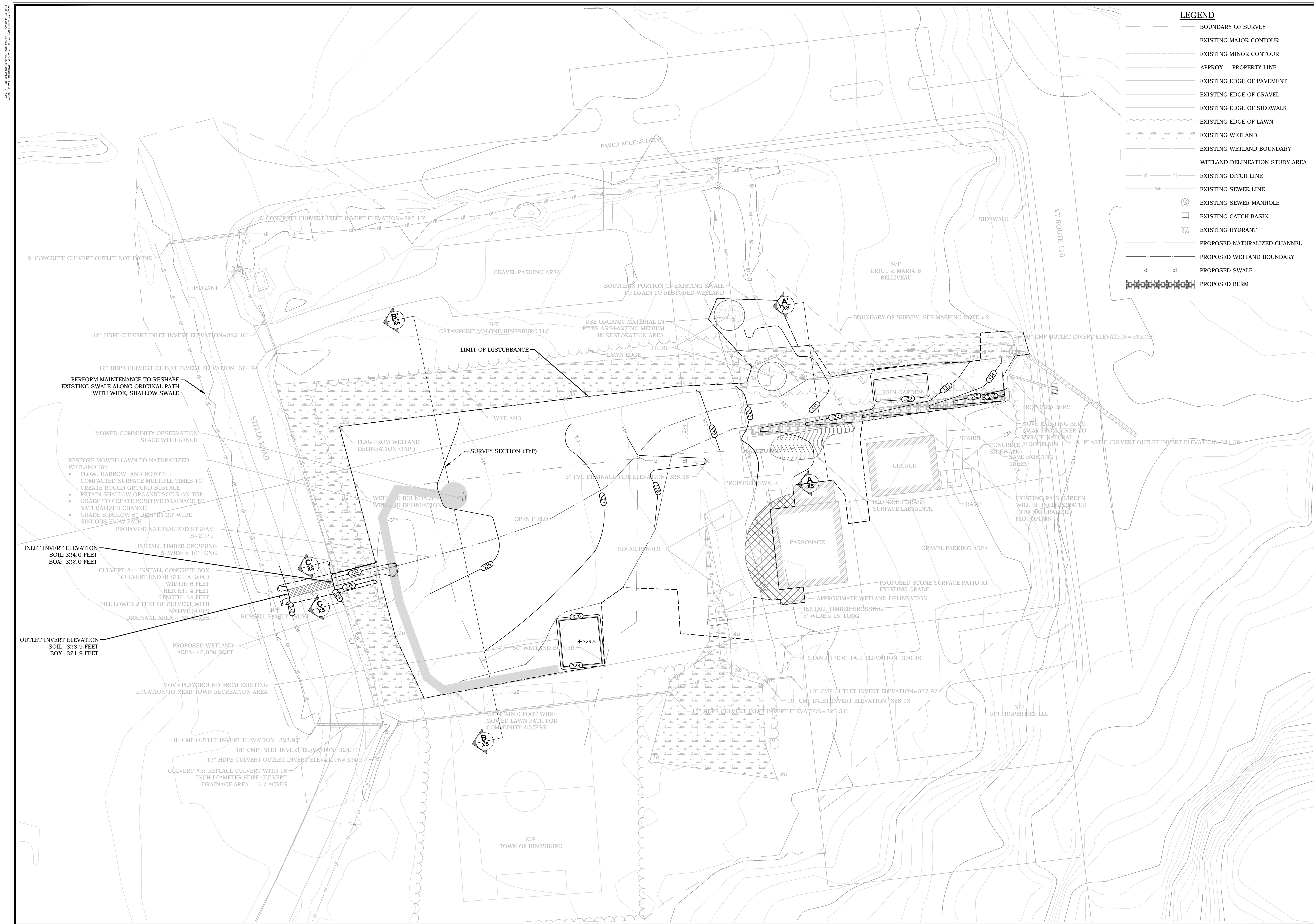
- BOUNDARY OF SURVEY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- APPROX. PROPERTY LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING EDGE OF GRAVEL
- EXISTING EDGE OF SIDEWALK
- EXISTING EDGE OF LAWN
- EXISTING WETLAND
- EXISTING WETLAND BOUNDARY
- WETLAND DELINEATION STUDY AREA
- EXISTING DITCH LINE
- SAN EXISTING SEWER LINE
- ⊙ EXISTING SEWER MANHOLE
- ⊞ EXISTING CATCH BASIN
- ⊞ EXISTING HYDRANT
- PROPOSED NATURALIZED CHANNEL
- PROPOSED WETLAND
- PROPOSED WETLAND BOUNDARY
- PROPOSED SWALE
- PROPOSED BERM



DESCRIPTION	DATE	BY

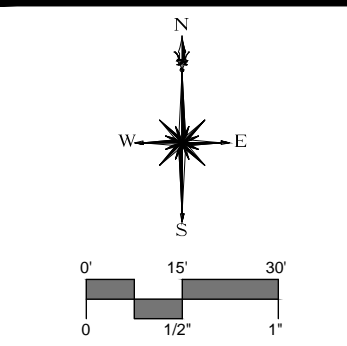
**SITE PLAN - PROPOSED CONDITIONS**  
**WETLANDS RESTORATION IN HINESBURG VILLAGE**  
 VT ROUTE 116  
 HINESBURG, VERMONT

CMN DESIGNED	CMN DRAWN	JCL CHECKED
SCALE 1" = 30'		
DATE DECEMBER 10, 2021		
PROJECT NO. 3452-33		
SHEET NO. 3 OF 8		
SHEET NAME <b>SP2</b>		



**LEGEND**

	BOUNDARY OF SURVEY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	APPROX. PROPERTY LINE
	EXISTING EDGE OF PAVEMENT
	EXISTING EDGE OF GRAVEL
	EXISTING EDGE OF SIDEWALK
	EXISTING EDGE OF LAWN
	EXISTING WETLAND
	EXISTING WETLAND BOUNDARY
	WETLAND DELINEATION STUDY AREA
	EXISTING DITCH LINE
	EXISTING SEWER LINE
	EXISTING SEWER MANHOLE
	EXISTING CATCH BASIN
	EXISTING HYDRANT
	PROPOSED NATURALIZED CHANNEL
	PROPOSED WETLAND BOUNDARY
	PROPOSED SWALE
	PROPOSED BERM



DESCRIPTION	DATE	BY

**SITE PLAN - GRADING**  
**WETLANDS RESTORATION IN HINESBURG VILLAGE**  
 VT ROUTE 116  
 HINESBURG, VERMONT

CMN DESIGNED	CMN DRAWN	JCL CHECKED
SCALE 1" = 30'		
DATE DECEMBER 10, 2021		
PROJECT NO. 3452-33		
SHEET NO. 4 OF 8		
SHEET NAME <b>SP3</b>		

**RESTORATION NOTES**

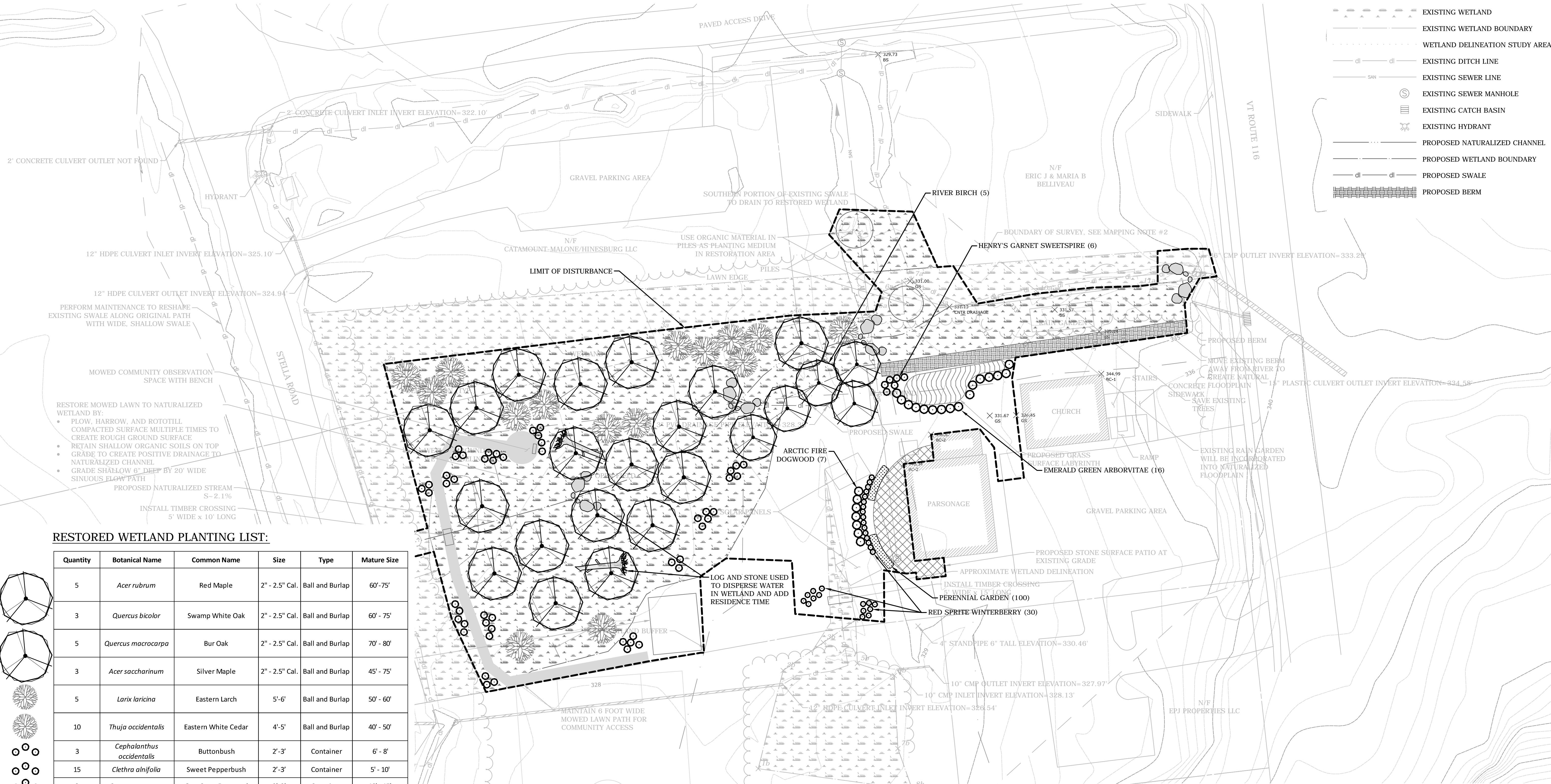
1. SEED RESTORED WETLAND WITH SEED MIXES ACCORDING TO THE VERMONT SEED MIX LIST. APPLICATION RATE VARIES BY SPECIES CHOSEN.
2. SEED ALL DISTURBED LAWN AND PATH AREAS WITH VERMONT CONSERVATION GRASS SEED MIX.
3. APPLY 2 INCHES STRAW MULCH OVER ALL SEEDED AREAS. HAY IS NOT ALLOWED.
4. REMOVE TEMPORARY ACCESS ROADS AND TEMPORARY STOCKPILE AREAS.
5. RESTORE ALL ACCESS ROUTES USED DURING CONSTRUCTION TO PRE-EXISTING OR IMPROVED CONDITIONS. FILL RUTS CREATED BY EQUIPMENT TO RESTORE GRADE AND REVEGETATE AS NEEDED.
6. CONTRACTOR IS RESPONSIBLE FOR REPAIRS TO SITE FEATURES IF DAMAGED BY CONSTRUCTION ACTIVITIES.
7. RESTORE ALL OTHER DISTURBED AREAS WITHIN THE PROJECT SITE SUCH AS TEMPORARY ACCESS ROADS, STOCKPILE AREAS, STAGING AREAS, AND SURPLUS DISPOSAL AREAS TO ORIGINAL OR IMPROVED CONDITION.
8. THE SITE IS TO BE FULLY SEEDED AND MULCHED FOLLOWING CONSTRUCTION.
9. TREE AND SHRUB PLACEMENT WILL BE DETERMINED AT THE TIME OF PLANTING AT THE DIRECTION OF THE OWNER (LCA/UCH).

**TREE PLANTING NOTES**

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATING PLANT PITS.
2. PLANTINGS SHALL BE LIMITED TO THE PERIODS OF APRIL 15 - JULY 15 OR SEPTEMBER 15 - NOVEMBER 30.
3. IN TREE PLANTING HOLES - TOPSOIL TO CONTAIN A MINIMUM OF 12% ORGANIC CONTENT (BY WEIGHT). AMEND SOIL WITH ORGANIC MATTER (LEAF COMPOST).
4. THE LANDSCAPE CONTRACTOR SHALL PROVIDE A 2" MIN. DEPTH OF SHREDDED MULCH EXTENDING 1 FOOT BEYOND EACH PLANTING HOLE.
5. QUANTITY AND PLACEMENT OF PLANTS ARE APPROXIMATE AND SHOULD BE ADJUSTED IN THE FIELD TO AVOID IMPACT TO EXISTING WOODY SHRUBS AND SMALL TREES ON THE SITE.
6. WHERE A SIZE RANGE IS SPECIFIED AT LEAST 50% OF PLANTS PROVIDED SHALL BE OF THE LARGER SIZE.
7. MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER PLANTING AND SHALL CONTINUE UNTIL AT LEAST 50% OF THE TREES HAVE REACHED 6 FEET TALL. MAINTENANCE SHALL INCLUDE WATERING, MULCHING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ALL OTHER CARE NEEDED FOR PROPER GROWTH OF THE PLANTS.
8. WATER PLANTS SEVERAL TIMES A WEEK FOR THE FIRST FEW WEEKS IF NO SUBSTANTIAL RAIN FALLS. ALSO WATER DURING DRY SPELLS FOR THE FIRST SUMMER.
9. ALL TREES AND SHRUBS WILL CARRY A GUARANTEE FOR 3 YEARS AFTER PLANTING. CONTRACTOR RESPONSIBLE FOR PROTECTION FROM RODENTS.

**LEGEND**

- BOUNDARY OF SURVEY
- - - - EXISTING MAJOR CONTOUR
- - - - EXISTING MINOR CONTOUR
- - - - APPROX. PROPERTY LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING EDGE OF GRAVEL
- EXISTING EDGE OF SIDEWALK
- EXISTING EDGE OF LAWN
- - - - EXISTING WETLAND
- - - - EXISTING WETLAND BOUNDARY
- - - - WETLAND DELINEATION STUDY AREA
- - - - EXISTING DITCH LINE
- - - - EXISTING SEWER LINE
- ⊙ EXISTING SEWER MANHOLE
- ⊞ EXISTING CATCH BASIN
- ⊞ EXISTING HYDRANT
- PROPOSED NATURALIZED CHANNEL
- - - - PROPOSED WETLAND BOUNDARY
- - - - PROPOSED SWALE
- ▤ PROPOSED BERM



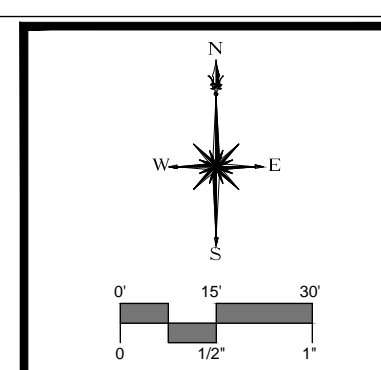
**RESTORED WETLAND PLANTING LIST:**

Quantity	Botanical Name	Common Name	Size	Type	Mature Size
5	<i>Acer rubrum</i>	Red Maple	2" - 2.5" Cal.	Ball and Burlap	60' - 75'
3	<i>Quercus bicolor</i>	Swamp White Oak	2" - 2.5" Cal.	Ball and Burlap	60' - 75'
5	<i>Quercus macrocarpa</i>	Bur Oak	2" - 2.5" Cal.	Ball and Burlap	70' - 80'
3	<i>Acer saccharinum</i>	Silver Maple	2" - 2.5" Cal.	Ball and Burlap	45' - 75'
5	<i>Larix laricina</i>	Eastern Larch	5'-6'	Ball and Burlap	50' - 60'
10	<i>Thuja occidentalis</i>	Eastern White Cedar	4'-5'	Ball and Burlap	40' - 50'
3	<i>Cephalanthus occidentalis</i>	Buttonbush	2'-3'	Container	6' - 8'
15	<i>Clethra alnifolia</i>	Sweet Pepperbush	2'-3'	Container	5' - 10'
8	<i>Cornus racemosa</i>	Gray Stem Dogwood	2'-3'	Container	10' - 15'
15	<i>Ilex verticillata</i>	Afterglow (Female Winterberry)	2'-3'	Container	3' - 15'
1	<i>Ilex verticillata</i>	Jim Dandy (Male Winterberry)	2'-3'	Container	3' - 15'
8	<i>Hamamelis virginiana</i>	Witch Hazel	2'-3'	Container	15' - 30'

Seed Mix Name	Species	Application Rate	Area	Estimated Quantity
Vermont Wetland Shrub Mix	Blue vervain ( <i>Verbena hastata</i> ), Joe-pye weed ( <i>Eupatoriadelphus maculatus</i> ), Green bulrush ( <i>Scirpus atrovirens</i> ), Nodding sedge ( <i>Carex crinita</i> ), Buttonbush ( <i>Cephalanthus occidentalis</i> ), Red-osier dogwood ( <i>Cornus sericea</i> ), Elderberry ( <i>Sambucus canadensis</i> ), Nodding bur-marigold ( <i>Bidens cernua</i> ), Silky dogwood ( <i>Cornus amomum</i> ), Blueflag iris ( <i>Iris versicolor</i> ), Greater bladder sedge ( <i>Carex intumescens</i> )	18 Lbs. / Acre	1.06 Acres	19.1 Lbs.

**ADDITIONAL PLANTINGS LIST:**

Quantity	Botanical Name	Common Name	Size	Type	Mature Size
5	<i>Betula nigra</i>	River Birch	2" - 2.5" Cal.	Ball and Burlap	40' - 70'
16	<i>Thuja occidentalis 'Smaragd'</i>	Emerald Green Arborvitae	4'-5'	Ball and Burlap	10' - 15'
7	<i>Cornus stolonifera</i>	Arctic Fire Dogwood	2'-3'	Container	3' - 4'
30	<i>Ilex verticillata</i>	Red Sprite Winterberry	2'-3'	Container	3' - 5'
6	<i>Itea virginica</i>	Henry's Garnet Sweetspire	2'-3'	Container	5' - 6'



DESCRIPTION	DATE	BY

**SITE PLAN - RESTORATION**  
**WETLANDS RESTORATION IN HINESBURG VILLAGE**  
 VT ROUTE 116  
 HINESBURG, VERMONT

CMN DESIGNED	CMN DRAWN	JCL CHECKED
SCALE: 1" = 30'		
DATE: DECEMBER 10, 2021		
PROJECT NO.: 3452-33		
SHEET NO.: 5 OF 8		
<b>SP4</b>		

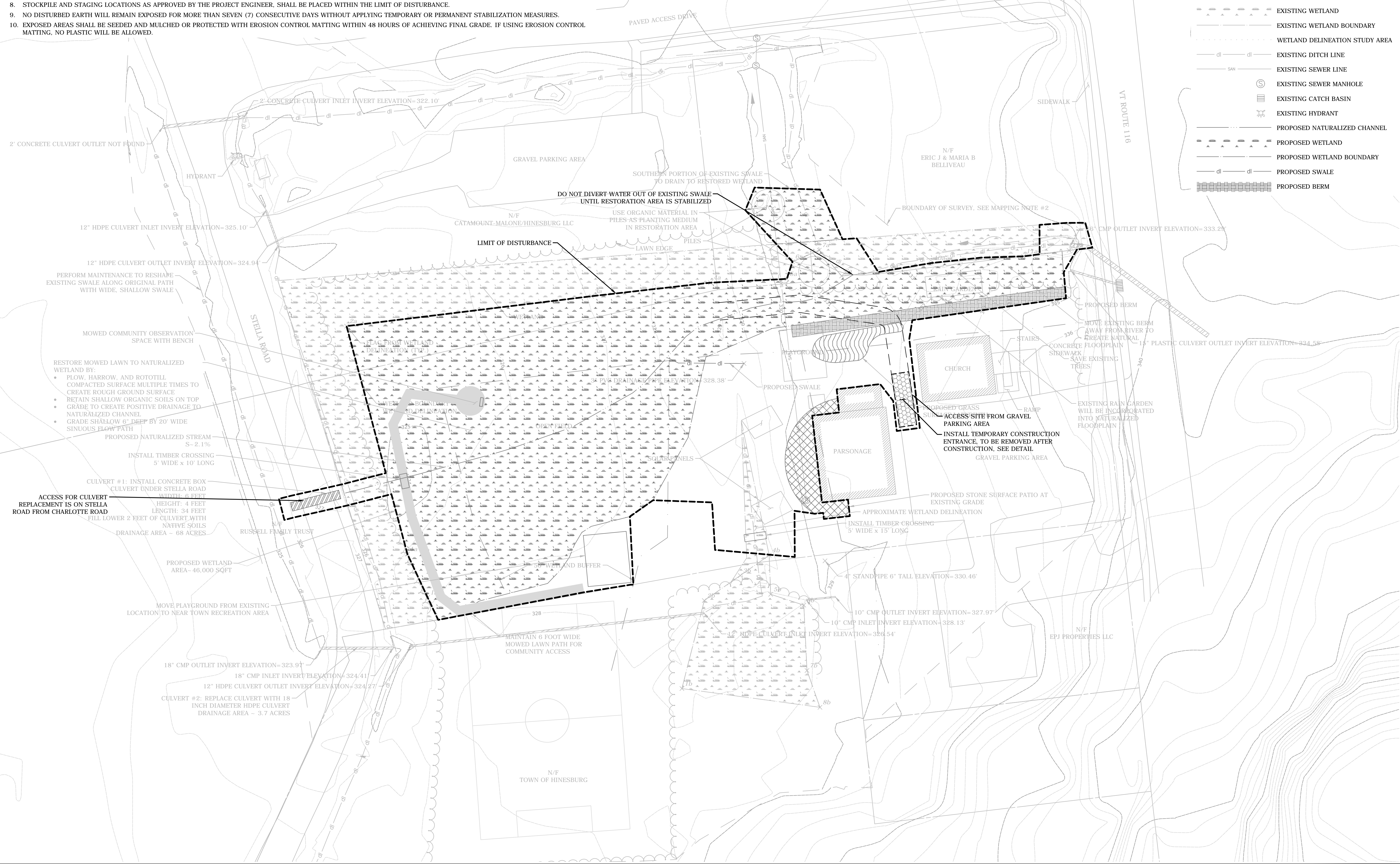
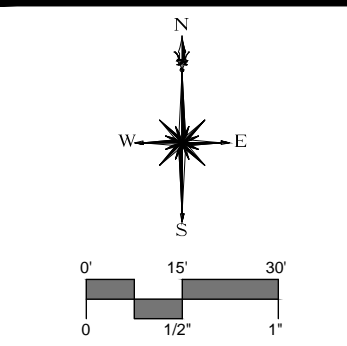


**EROSION CONTROL NOTES**

1. THE SEDIMENT AND EROSION CONTROL PRACTICES IMPLEMENTED AS PART OF THE PROJECT SHALL BE IMPLEMENTED AND MAINTAINED ACCORDING TO "THE LOW RISK SITE HANDBOOK FOR EROSION PROTECTION AND SEDIMENT CONTROL" GUIDANCE DOCUMENT FROM THE VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION, WHERE APPLICABLE IN CONSULTATION WITH PROJECT ENGINEER.
2. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
3. CLEARING OF NATIVE VEGETATION FOR CONSTRUCTION ACCESS SHOULD BE MINIMIZED.
4. ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE, OR IN THEIR PROPER SEQUENCE, AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES. THE CONTRACTOR WILL VERIFY THE MAINTENANCE WEEKLY AND AFTER RAIN EVENTS AND REPORT TO PROJECT ENGINEER.
6. THE PROJECT ENGINEER IS TO BE NOTIFIED IMMEDIATELY IF EXCESSIVE SEDIMENT EROSION TAKES PLACE, IF SIGNIFICANT FINE GRAIN SEDIMENT IS ENCOUNTERED OR IF POTENTIALLY CONTAMINATED SEDIMENTS ARE ENCOUNTERED (OILY, DARK COLOR, CHEMICAL ODOR).
7. PLAN AND PERFORM WORK FOR LOW FLOW PERIODS.
8. STOCKPILE AND STAGING LOCATIONS AS APPROVED BY THE PROJECT ENGINEER, SHALL BE PLACED WITHIN THE LIMIT OF DISTURBANCE.
9. NO DISTURBED EARTH WILL REMAIN EXPOSED FOR MORE THAN SEVEN (7) CONSECUTIVE DAYS WITHOUT APPLYING TEMPORARY OR PERMANENT STABILIZATION MEASURES.
10. EXPOSED AREAS SHALL BE SEEDED AND MULCHED OR PROTECTED WITH EROSION CONTROL MATTING WITHIN 48 HOURS OF ACHIEVING FINAL GRADE. IF USING EROSION CONTROL MATTING, NO PLASTIC WILL BE ALLOWED.

**LEGEND**

- BOUNDARY OF SURVEY
- - - EXISTING MAJOR CONTOUR
- - - EXISTING MINOR CONTOUR
- - - APPROX. PROPERTY LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING EDGE OF GRAVEL
- EXISTING EDGE OF SIDEWALK
- EXISTING EDGE OF LAWN
- - - EXISTING WETLAND
- - - EXISTING WETLAND BOUNDARY
- - - WETLAND DELINEATION STUDY AREA
- - - EXISTING DITCH LINE
- - - EXISTING SEWER LINE
- ⊙ EXISTING SEWER MANHOLE
- ⊞ EXISTING CATCH BASIN
- ⊞ EXISTING HYDRANT
- - - PROPOSED NATURALIZED CHANNEL
- - - PROPOSED WETLAND
- - - PROPOSED WETLAND BOUNDARY
- - - PROPOSED SWALE
- ▨ PROPOSED BERM



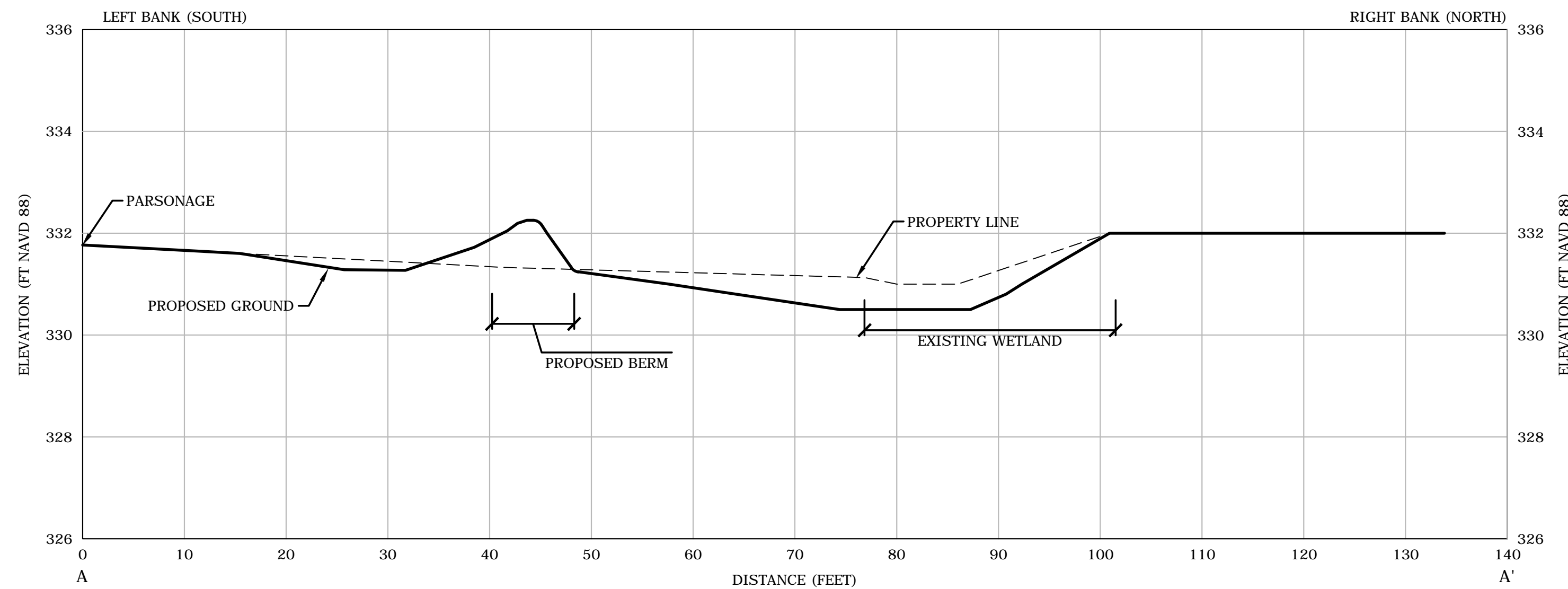
DESCRIPTION	DATE	BY

**SITE PLAN - CONSTRUCTION**

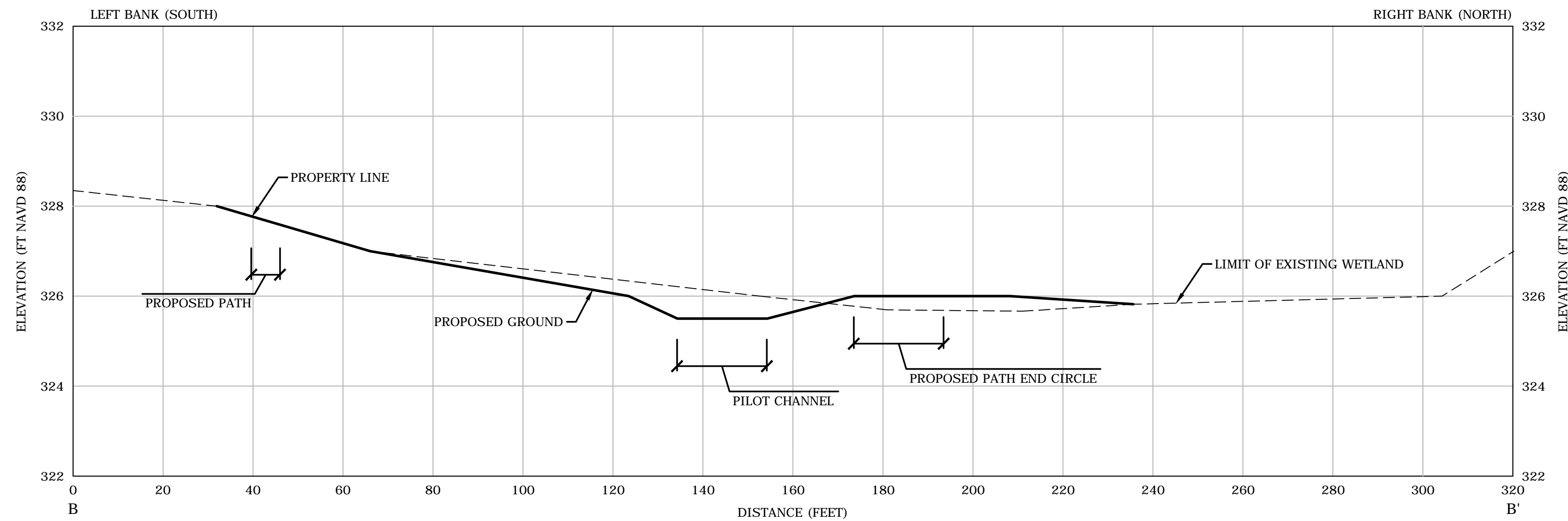
**WETLANDS RESTORATION IN HINESBURG VILLAGE**

VT ROUTE 116  
HINESBURG, VERMONT

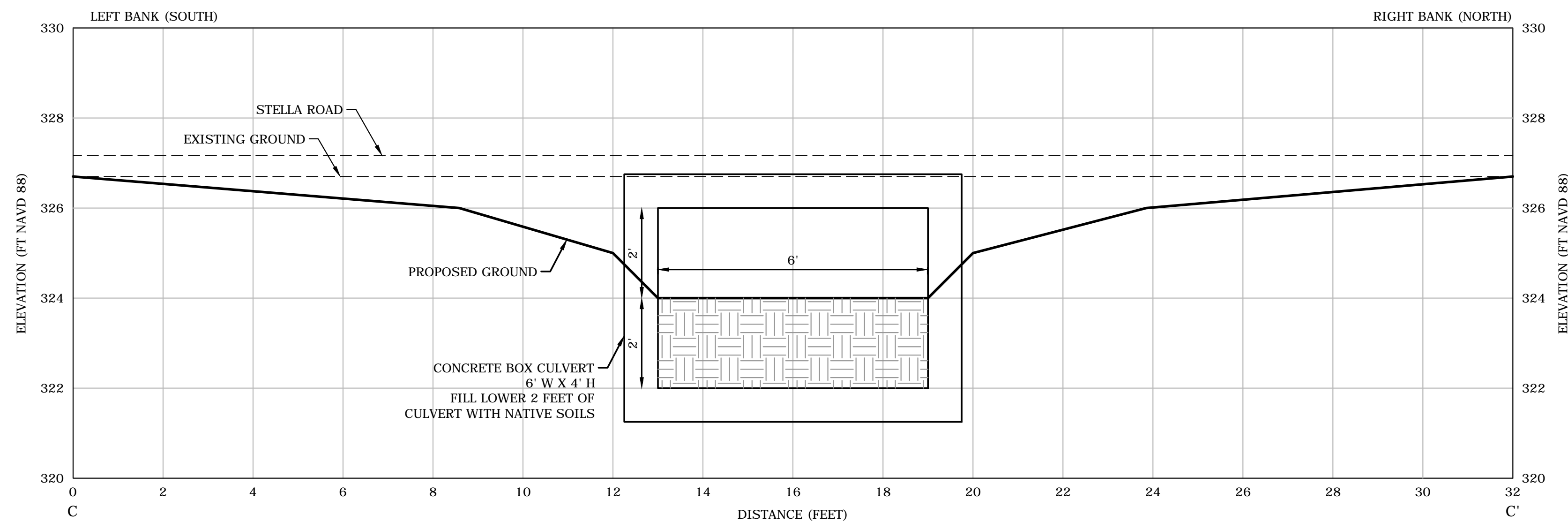
CMN DESIGNED	CMN DRAWN	JCL CHECKED
SCALE 1" = 30'		
DATE DECEMBER 10, 2021		
PROJECT NO. 3452-33		
SHEET NO. 6 OF 8		
SHEET NAME <b>SP3</b>		



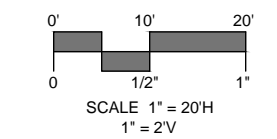
**CROSS SECTION A-A'**  
SCALE: H: 1"=10', V: 1"=2'



**CROSS SECTION B-B'**  
SCALE: H: 1"=20', V: 1"=2'



**CROSS SECTION C-C'**  
SCALE: 1"=2'



DESCRIPTION	DATE	BY

**CROSS SECTIONS**  
**WETLANDS RESTORATION IN HINESBURG VILLAGE**  
 VT ROUTE 116  
 HINESBURG, VERMONT

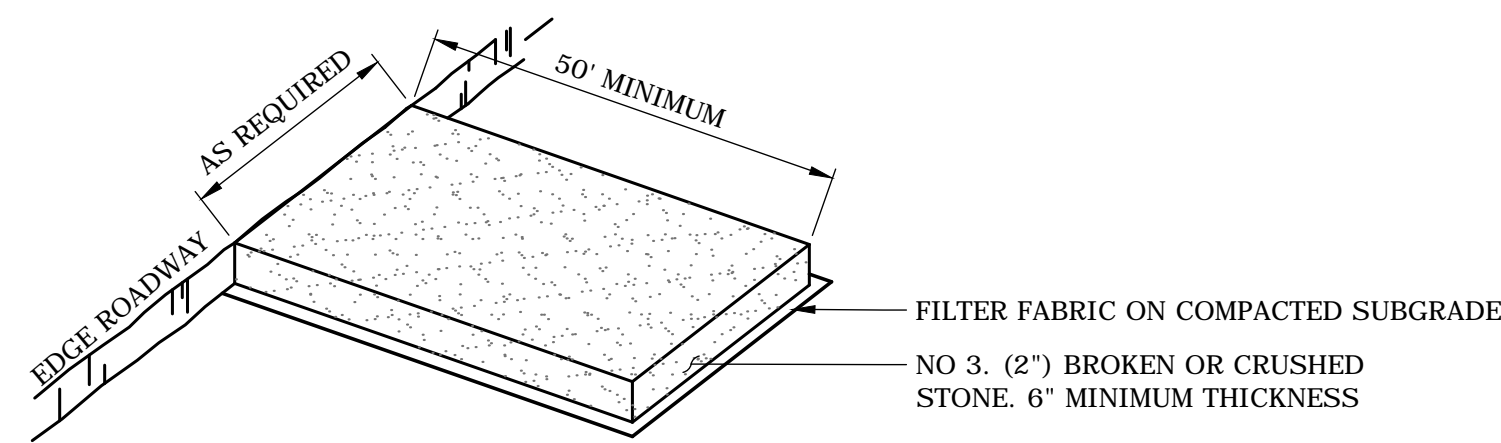
**FINAL DESIGN**

DESIGNED	CMN	JCL
DRAWN	CMN	CHECKED
SCALE: VARIES		
DATE: DECEMBER 10, 2021		
PROJECT NO.: 3452-33		
SHEET NO.: 7 OF 8		
<b>XS</b>		

11/10/21 10:00 AM 11/10/21 10:00 AM 11/10/21 10:00 AM 11/10/21 10:00 AM 11/10/21 10:00 AM

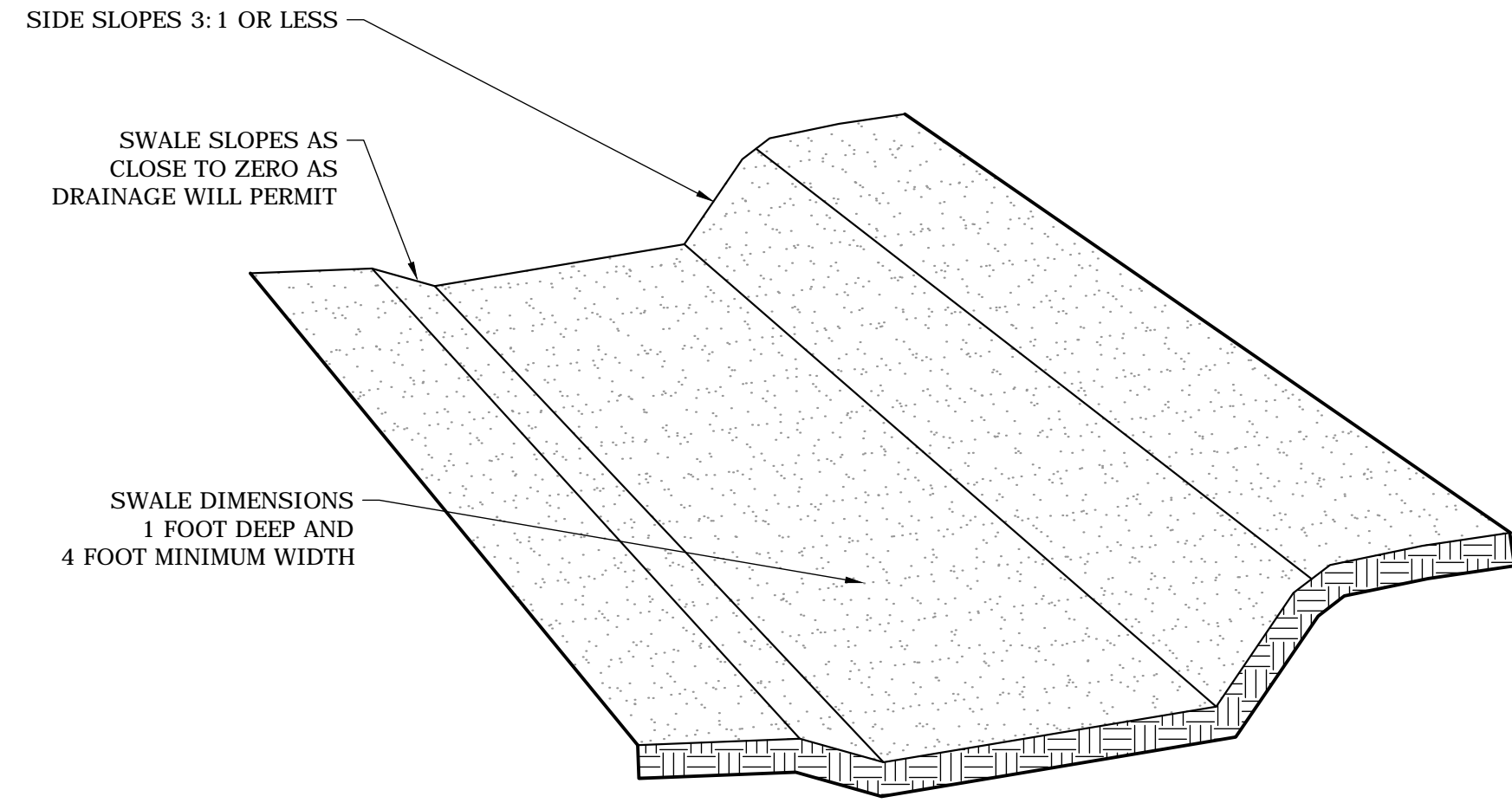
**WETLAND RESTORATION OPERATIONS & MAINTENANCE NOTES:**

1. DURING FIRST YEAR LANDSCAPE CONTRACTOR TO PROVIDE PLANT MAINTENANCE.
2. DURING FIRST YEAR WALK SITE TO REMOVE INVASIVE SPECIES BY HAND AT MIDDLE AND END OF GROWING SEASON.
3. WETLAND RESTORATIONS ARE INTENDED TO RESTORE WETLAND FUNCTIONS AND STREAM DYNAMIC EQUILIBRIUM TO ALLOW THE STREAM TO MEANDER OVER TIME. THE CHANNEL WILL MOVE IN THE FUTURE. IT IS EXPECTED THAT THE LANDOWNERS WILL NOT TAKE ACTION USING HARD ARMORING TO HOLD THE STREAM IN PLACE ACROSS THE PROJECT AREA OR TO FILL ANY PORTION OF THE RESTORED WETLAND AREA.
4. DURING THE GROWING SEASON, EVALUATE NON-INVASIVE VEGETATIVE COVER. SUCCESSFUL VEGETATION IS DEFINED AS 80% AERIAL COVERAGE OF NON-INVASIVE VEGETATIVE COVER.
5. IN AREAS OF POOR VEGETATIVE COVER, RESEED WITH NATIVE WETLAND SEED MIX.
6. IN SPRING AND AFTER LARGE FLOOD VISIT THE SITE TO REMOVE ANY DEBRIS BLOCKING CULVERTS AND NOTE ANY EROSION PATHS.
7. IF EROSION PATHS LARGER THAN 1 FOOT DEEP APPEAR, PLACE LOGS AND BRUSH TO BREAK UP FLOW PATH AND DISPERSE FLOW IN SURROUNDING VEGETATION.

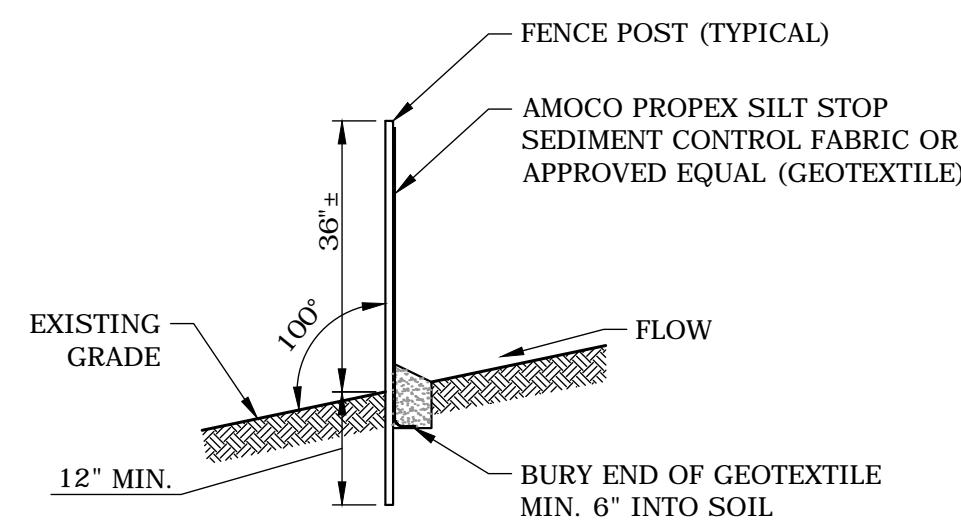


**CONSTRUCTION ENTRANCE PAD**  
NOT TO SCALE

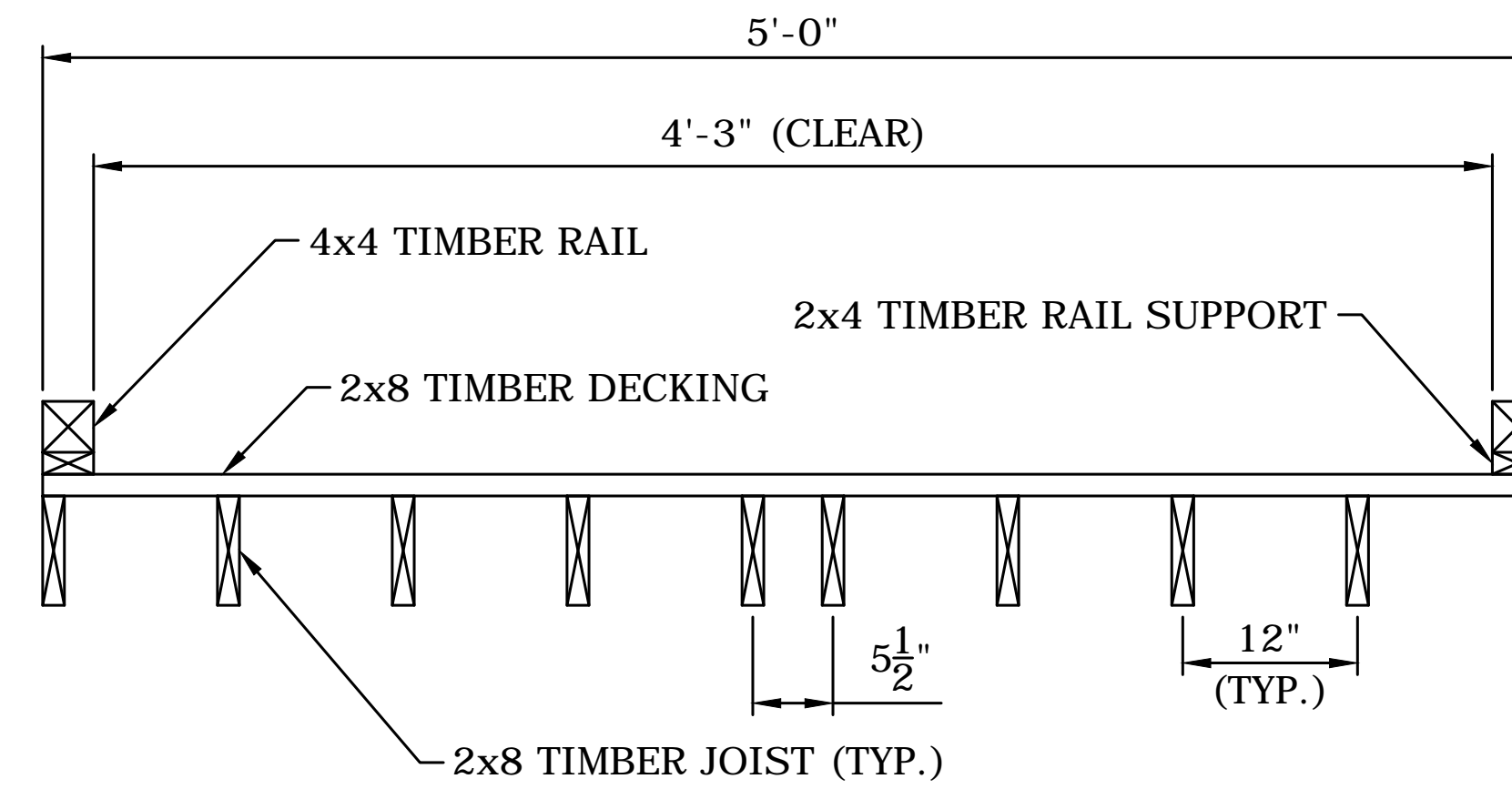
- NOTES:
1. CONSTRUCTION ENTRANCE PAD SHALL BE INSTALLED AND MAINTAINED DURING OPERATIONS WHICH GENERATE VEHICULAR TRACKING OF MUD.



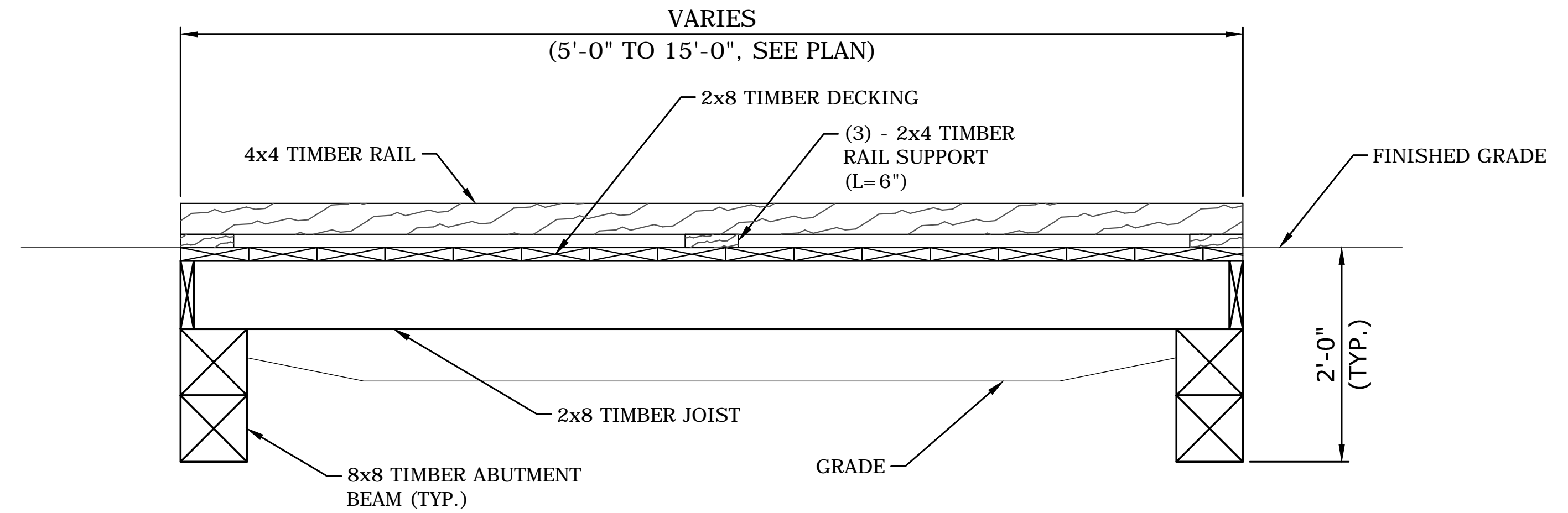
**GRASSED SWALE**  
NOT TO SCALE



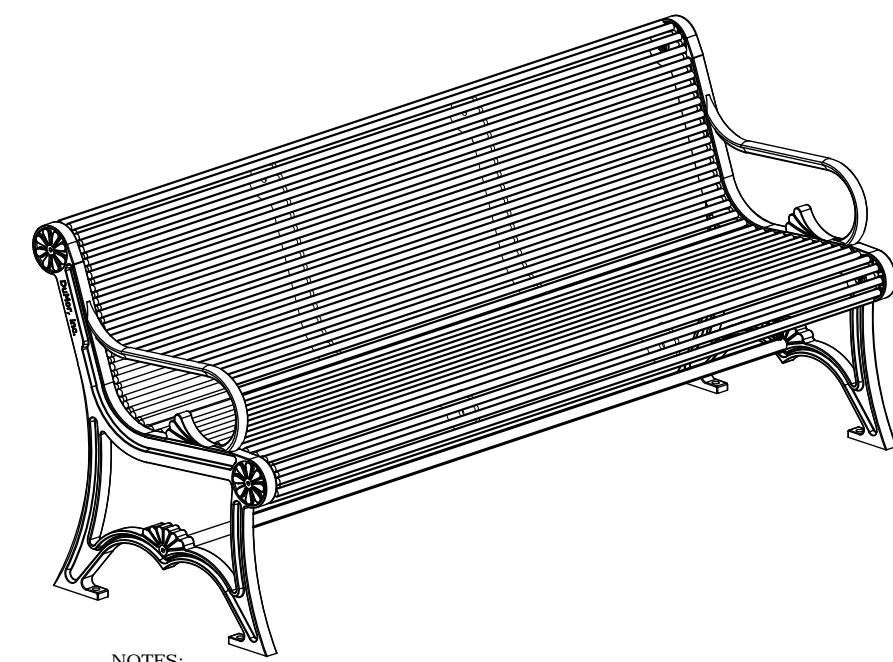
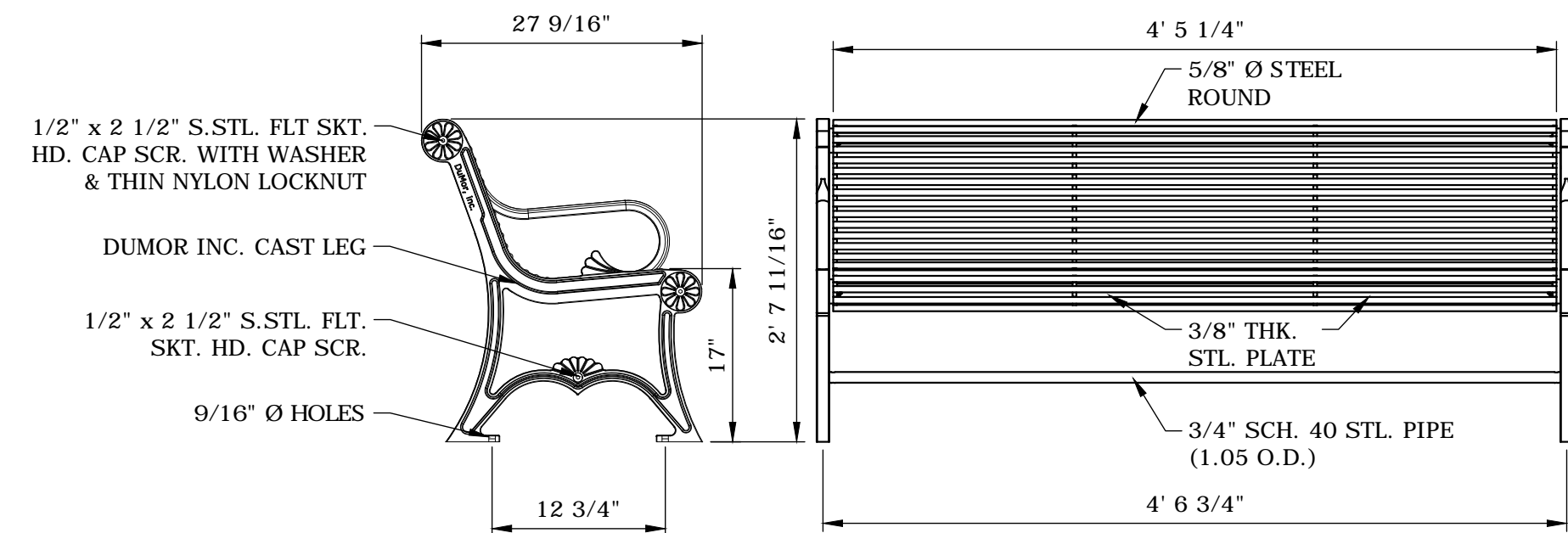
**SEDIMENT FILTER FENCE**  
NOT TO SCALE



**TYPICAL TIMBER BRIDGE SECTION**  
SCALE: 3/4" = 1'-0"

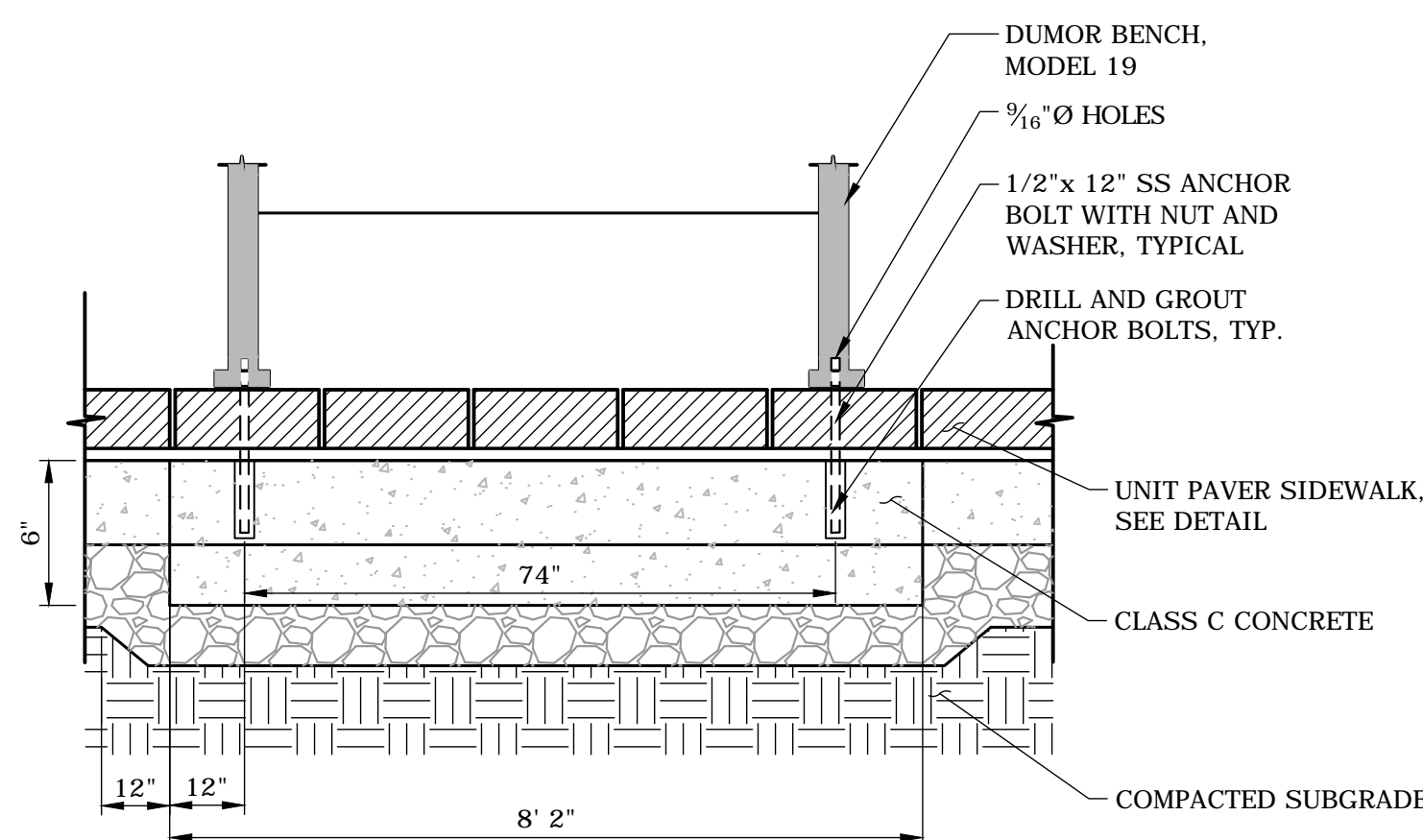


**TYPICAL TIMBER BRIDGE ELEVATION**  
SCALE: 3/4" = 1'-0"



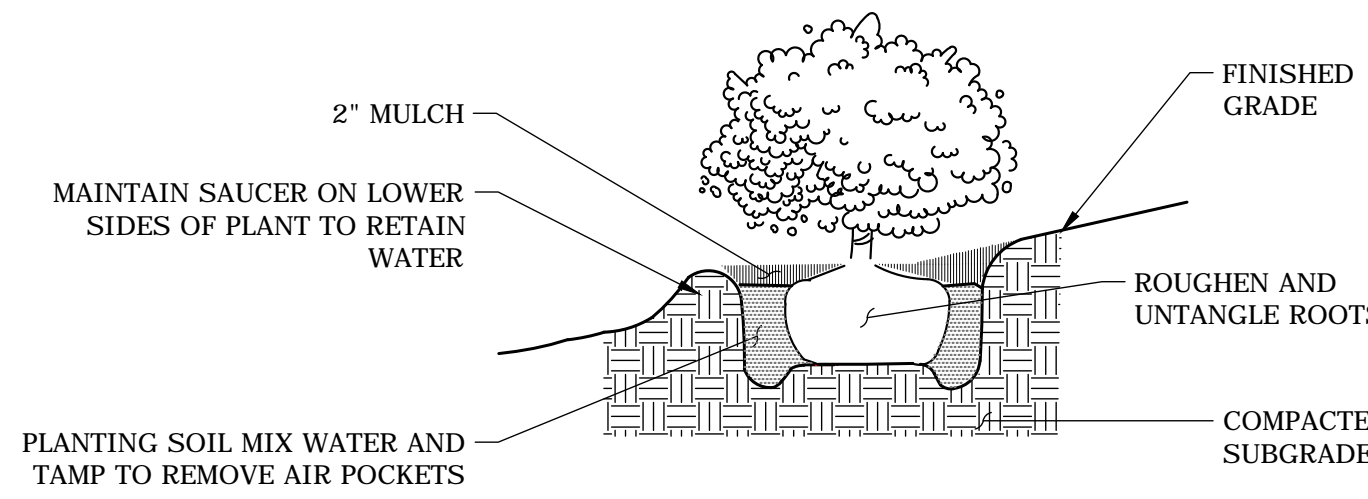
- NOTES:
1. ALL STEEL MEMBERS COATED WITH ZINC RICH EPOXY THEN FINISHED WITH POLYESTER POWDER COATING.
  2. 1/2" X 3 3/4" PLTD. EXPANSION ANCHOR BOLTS PROVIDED.
  3. BENCH AS MANUFACTURED BY DUMOR, INC. MODEL: 19 OR APPROVED EQUIVALENT.

**SITE BENCH**  
NOT TO SCALE



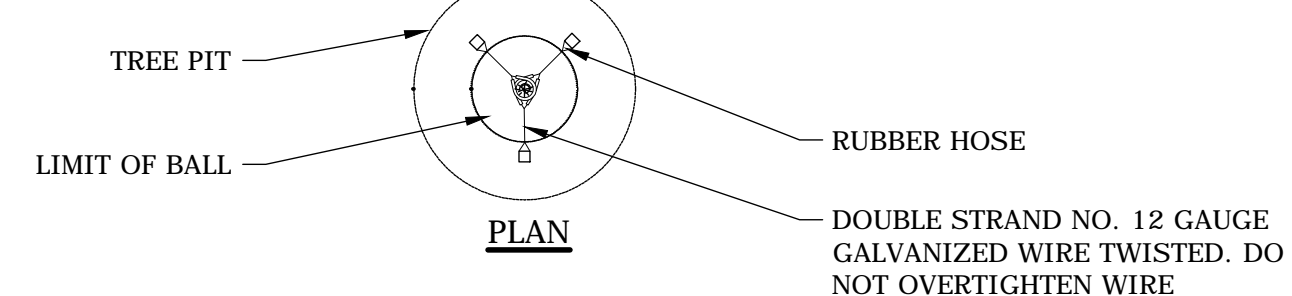
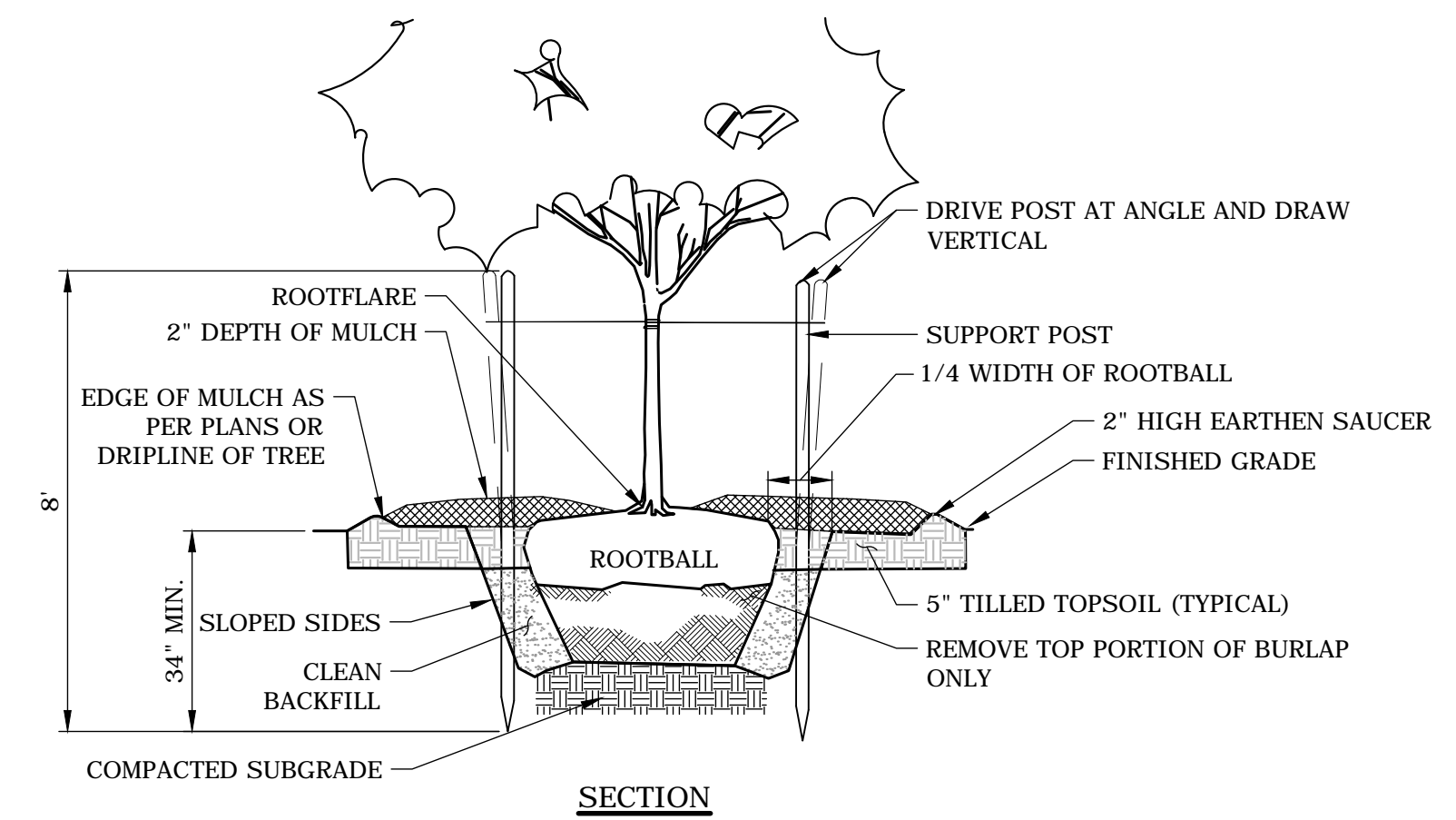
- NOTES:
1. 1/2" X 8" STAINLESS STEEL ANCHOR BOLTS & NUTS PROVIDED BY CONTRACTOR

**SITE BENCH MOUNTING**  
NOT TO SCALE



- NOTES:
1. UNLESS OTHERWISE DIRECTED SHREDDED MULCH SHALL BE PLACED TO A LIMIT OF ONE FOOT BEYOND THE CENTER OF THE OUTERMOST SHRUBS IN SHRUB BED.

**SHRUB PLANTING**  
NOT TO SCALE



- NOTE:
1. SUPPORT STAKES SHALL BE REMOVED BY THE CONTRACTOR ONE YEAR AFTER INSTALLATION.

**TREE PLANTING**  
NOT TO SCALE

DESCRIPTION	DATE	BY



Nisha Nadkarni &lt;nisha@watershedca.com&gt;

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## River Corridor Review: Burlington and Hinesburg Stormwater Projects

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**Medash, Kyle** <Kyle.Medash@vermont.gov>  
To: nisha <nisha@watershedca.com>  
Cc: "Pomeroy, Staci" <Staci.Pomeroy@vermont.gov>

Tue, Dec 20, 2022 at 11:39 AM

Hi Nisha,

Thank you for checking back in on this one. This email is specifically for the cheese plant project in Hinesburg shown in the plans you sent over, the email below from Sept 9 referencing favorable comments was for the price chopper plaza project in SB, I'm not sure Gretchen had commented on this Hinesburg project. Staci is copied here, she is currently acting as the main contact for the River Scientists.

From a regulatory perspective I think we are clear, no FHARC permit will be needed but we would commenting on the Act 250 permit amendment under Criterion 1(D) in general accordance with the [FHARC Procedure](#). As you are aware, working with us in the early stages of the design will help ensure favorable Criterion 1(D) comments to the NRB on the A250 permit application.

The most limiting piece to this design is location in the River Corridor of the La Platte. Generally, we're looking for a design that does not encroach further toward the river than what currently exists. I do see some sort of structure in this area, will this remain? Is it an important feature that can be considered for shadowing? The current design plan dated May 2021 shows significant expansion of the lagoon footprint toward the La Platte, beyond what currently exists (w/ structure exception). In this case, a permissible design would include not extending beyond the western top of bank alignment of existing lagoon #1. Additionally, we'd prefer to see the outlet pipe and/or spillway be directed toward the small tributary to the south as the likelihood of lateral channel adjustment is much less than on the La Platte. As a general note, we do allow for stormwater outfalls and drainage in the RC; however, it is typically preferred to be unhardened infrastructure such as rock-lined or vegetated swales vs. pipes or concrete. The idea here being that swales may still function if affected by erosion and can be reconfigured to move with channel adjustments as needed.

From a flood hazard area standpoint, we'd still need the information outlined below (BFE, cut/fills, footprint expansions, no rise). The one concerning thing I picked up on was that it appears the proposed top of berm elevation is 327.5' and the existing elevation is ~326'. It's important to understand how these changes may or may not affect base flood conditions on adjacent properties, especially since this general area is being increasingly developed and adjacent properties may be impacted. As stated earlier, there's not enough information to easily tell if this is a net gain or removal of fill in the floodplain, depending on the details of that analysis would drive what more might be needed in terms of analyzing the site hydraulics.

Please let me know if you have any questions, happy to discuss any of this further. Note I will be out of office from 12/21-12/28.

Respectfully,

[Quoted text hidden]



Nisha Nadkarni &lt;nisha@watershedca.com&gt;

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**RE: Hinesburg ARPA P3 3 Acre Stormwater Project**

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**Taft, Kathleen** <Kathleen.Taft@vermont.gov>

Fri, Dec 16, 2022 at 11:11 AM

To: Todd Odit &lt;todithvt@gmavt.net&gt;, Andres Torizzo &lt;andres@watershedca.com&gt;, nisha &lt;nisha@watershedca.com&gt;, Dan Albrecht &lt;dalbrecht@ccrpcvt.org&gt;

Cc: aweinhagen &lt;aweinhagen@hinesburg.org&gt;, "Koss, Meagan" &lt;Meagan.Koss@vermont.gov&gt;, "Brady, James" &lt;James.Brady@vermont.gov&gt;, "Borg, Jaron" &lt;Jaron.Borg@vermont.gov&gt;, "Wood, Andrew" &lt;Andrew.Wood@vermont.gov&gt;

Hello Hinesburg ARPA P3 team,

I am following up on information you provided previously related to natural resources review for the Hinesburg Cheesefactory P3 3-Acre Stormwater project. In an effort to help foresee concerns and streamline the Act 250 amendment application we requested James Brady and Andy Wood with the Fish & Wildlife Department review the available site figures. The following notes are related to the 30% designs provided in August; if anything has changed in the site plan since then please let us know!

- Andy Wood with the Wildlife Division notes the site is within summer range for the state & federally endangered Indiana Bat. From the plans and aeriels, it is unclear if the limits of disturbance will encompass any existing trees surrounding the lagoon. Please confirm if any trees will be cleared for this project. A site visit may be required to evaluate trees prior to clearing.
- James Brady with the Fish Division notes the project is located to the east of the LaPlatte River, South of Patrick Brook, and north of an unnamed tributary to the LaPlatte River. The current site design includes proposed impacts within the stream channels and riparian zones to the west and south of the lagoon. Potential concerns exist regarding in-stream fish populations, which may also determine jurisdiction for other permitting needs. Further discussion with James about the proposed impacts is recommended prior to final project design. Jaron Borg, River Management Engineer with the Watershed Management Division is copied here and should be looped in on the outcome of any discussions with Fisheries.

ANR staff will have limited availability in the coming weeks due to the holidays but will be happy to connect with you in the New Year. If at any time it would be more efficient to set up a group call to discuss these requests, I am happy to do so. Don't hesitate to reach out with additional questions or coordination concerns.

Best,

**Kathleen Taft** (s/h) | Regulatory Policy Analyst  
Vermont Agency of Natural Resources | Office of Planning  
Davis 2, 1 National Life Dr | Montpelier, VT 05620-3901  
802-461-8812 (c ) | [kathleen.taft@vermont.gov](mailto:kathleen.taft@vermont.gov)

*The Agency of Natural Resources supports telework, and there are times when I may be working from another office location. I am available to connect by phone and email. I am also available to connect in-person upon request.*

*Written communications to and from state officials regarding state business are considered public records and may be subject to public scrutiny.*

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[Quoted text hidden]



Nisha Nadkarni &lt;nisha@watershedca.com&gt;

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## Request Project Review: Hinesburg - The Cheese Plant Commercial Suites

23 messages

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**Nisha Nadkarni** <nisha@watershedca.com>

Thu, Feb 11, 2021 at 10:55 AM

To: Tina.Heath@vermont.gov

### Hinesburg – The Cheese Plant Commercial Suites

Full Name: Nisha Nadkarni

Phone Number: 508-768-8029

Mailing Address: 208 Flynn Avenue Suite 2H, Burlington, VT 05406

Project Location Description: The project is located on the Cheese Plant Commercial Suites property. The proposed BMP location is on the field west of Stella Rd and ~500 east of the LaPlatte River.

Description of Project: A gravel wetland is proposed to capture and treat stormwater runoff from the roofs, parking lot, and roads onsite before discharging into the LaPlatte River.

Date of Prior Visit(s) with Wetland Staff: 9/25/2020

Permit #(s) if applicable: N/A

Additional Notes: The field in which the proposed BMP location is on is specified as wetlands by wetland consultant, April Moulaert, but not formally delineated (See Attachment 2).

#### Attachments (4):

- 1 – Hinesburg\_CheesePlant\_SiteMap.pdf
- 2 – Hinesburg\_CheesePlant\_WetlandDelineation+Notes.pdf
- 3 – Hinesburg\_CheesePlant\_WetlandEvaluationForm.pdf
- 4 – Hinesburg\_CheesePlant\_ExistingConditions\_01-29-21.pdf

**Nisha Nadkarni (she/her)**

Water Quality Scientist

#### Watershed Consulting Associates, LLC

Stormwater Management | Water Quality | Erosion Control

208 Flynn Avenue, Suite 2H P.O. Box 4413

Burlington, VT 05406

Mobile: 508.768.8029 | Main: 802.497.2367

[nisha@watershedca.com](mailto:nisha@watershedca.com)[www.watershedca.com](http://www.watershedca.com)

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#### 4 attachments

-  **Hinesburg\_CheesePlant\_WetlandEvaluationForm.pdf**  
1226K
-  **Hinesburg\_CheesePlant\_WetlandDelineation+Notes.pdf**  
2603K
-  **Hinesburg\_CheesePlant\_ExistingConditions\_01-29-21.pdf**  
4198K
-  **Hinesburg\_CheesePlant\_SiteMap.pdf**  
3565K

**Heath, Tina** <Tina.Heath@vermont.gov>  
To: Nisha Nadkarni <nisha@watershedca.com>

Wed, Feb 17, 2021 at 2:08 PM

Hi Nisha,

Thanks for contacting me about the proposed BMP. I will additional information in order to continue my jurisdictional review. Below is a list of questions:

- What is the project purpose of this BMP? There is nothing described in the original email. Is this a retrofit or for redevelopment?
- Is this BMP specific to the Cheese Plant? Or is it for the entire drainage area?
- What is the history of the site/ drainage area? Please provide a description of the property and its current stormwater management situation, if any.
- Does the property have an existing stormwater permit? If so What is the status of this permit?
- Is this project seeking state funding?
- What is the estimate of proposed impacts?
- What other alternatives locations and designs have been looked at, on-site and off-site?
- I noticed the attached evaluation form. When assessing for impacts, the wetland needs to be evaluated as part of the entire wetland complex, which would be the wetlands associated with the LaPlatte complex. It appears only the subject wetland was evaluated.

Best,

Tina



*Due to the coronavirus (COVID-19), the Agency of Natural Resources is taking additional safety measures to protect our employees, partners and customers. We anticipate we will be working remotely until a least March 31, 2021 and encourage you to communicate electronically or via phone to the greatest extent possible. Thank you for your patience and understanding that responses may occasionally be delayed.*

**Tina Heath** | District Wetland Ecologist – Chittenden County

Vermont Department of Environmental Conservation

Watershed Management Division

Wetlands Program

[111 West Street](#)

[Essex Junction, Vermont 05452](#)

802-490-6202

<https://dec.vermont.gov/watershed/wetlands>

---

**From:** Nisha Nadkarni <nisha@watershedca.com>  
**Sent:** Thursday, February 11, 2021 10:56 AM

To: Heath, Tina <[Tina.Heath@vermont.gov](mailto:Tina.Heath@vermont.gov)>

Subject: Request Project Review: Hinesburg - The Cheese Plant Commercial Suites

**EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.**

[Quoted text hidden]

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**Nisha Nadkarni** <[nisha@watershedca.com](mailto:nisha@watershedca.com)>

Tue, Feb 23, 2021 at 4:07 PM

To: "Heath, Tina" <[Tina.Heath@vermont.gov](mailto:Tina.Heath@vermont.gov)>

Hi Tina,

This project is funded by a larger P3 (Public-Private Partnership) project to meet the Stormwater General Permit 3-9050 requirements for sites with >3 impervious acres. Since my first email to you, the BMP location has changed so that it is no longer in the presumed class II wetland area south of The Cheese Plant facility. Please refer to the attached map (Hinesburg\_CheesePlant\_DAs+Notes.pdf) for the information discussed below.

The facility was previously owned by the Saputo Cheese Plant and is now owned and occupied by The Cheese Plant. There are three abandoned lagoons to the west of the main facility that Saputo previously constructed and utilized for wastewater treatment. Since Saptuo left in 2010, all hazardous waste has been thoroughly cleaned out and removed from the lagoons (confirmed in the Act 250 permit for this site). Currently, a gravel wetland retrofit is proposed in the southern lagoon. This has a footprint of roughly 0.33 acres that the practice would be retrofitted into.

The drainage area includes The Cheese Plant property, a segment of VT Route 116, and the residential development on Kelleys Field Road. Currently, most stormwater runoff volume from the drainage areas is diverted into a swale that discharges directly into the La Platte River. The eastern side of the Cheese Plant discharges into Patrick Brook, a tributary of the La Platte River. The proposed gravel wetland would intercept these discharge points for treatment.

The portion of the facility that Saputo used to occupy has a stormwater permit (3690-9010.R) that is expiring in August 2021. However, The Cheese Plant now occupies the entire building, but has not obtained any additional stormwater permits. The Stormwater General Permit 3-9050 will cover the portion of the facility previously permitted under 3690-9010.R and the remaining Cheese Plant property that was not previously permitted.

In regards to alternative locations, the original field was previously proposed, but our feasibility analysis demonstrated that retrofitting one of the abandoned lagoons would eliminate any potential impacts to a natural area. We are hoping to get your review on whether this lagoon is deemed an allowed use as this is the most current and feasible solution in meeting future 3-acre requirements for this site.

Thanks,  
Nisha

**Nisha Nadkarni (she/her)**

Water Quality Scientist

**Watershed Consulting Associates, LLC**  
Stormwater Management | Water Quality | Erosion Control  
208 Flynn Avenue, Suite 2H P.O. Box 4413  
Burlington, VT 05406  
Mobile: 508.768.8029 | Main: 802.497.2367

[nisha@watershedca.com](mailto:nisha@watershedca.com)  
[www.watershedca.com](http://www.watershedca.com)

[Quoted text hidden]



 **Hinesburg\_CheesePlant\_DAs+Notes.pdf**  
3709K

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**Heath, Tina** <Tina.Heath@vermont.gov>  
To: Nisha Nadkarni <nisha@watershedca.com>

Thu, Feb 25, 2021 at 12:59 PM

Hi Nisha, can you provide me the original grading plans of the lagoon? Once I can review the proposed design along with the original grading plan of the lagoon I will then be able to confirm if the project qualifies as an allowed use; although this is certainly a more appropriate location for a stormwater feature.

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**Nisha Nadkarni** <nisha@watershedca.com>  
To: "Heath, Tina" <Tina.Heath@vermont.gov>

Fri, Feb 26, 2021 at 9:12 AM

Hi Tina,

I've attached two plans for the lagoon area. Let me know if you need anything else.

Thanks!  
-Nisha

**Nisha Nadkarni (she/her)**  
Water Quality Scientist

**Watershed Consulting Associates, LLC**  
Stormwater Management | Water Quality | Erosion Control  
208 Flynn Avenue, Suite 2H P.O. Box 4413  
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[nisha@watershedca.com](mailto:nisha@watershedca.com)  
[www.watershedca.com](http://www.watershedca.com)

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## 2 attachments

 **SP1SitePlan.pdf**  
1678K

 **4C0528-8\_Site Plan, Yard Piping and Landscaping Drawing 2.pdf**  
697K

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**Heath, Tina** <Tina.Heath@vermont.gov>  
To: Nisha Nadkarni <nisha@watershedca.com>

Thu, Mar 4, 2021 at 8:11 AM

Hi Nisha, thank you. If modifications for retrofitting are within the existing graded area/footprint then it is likely considered an allowed use. Do you have a proposed site plan for the gravel wetland in this area?

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**Nisha Nadkarni** <nisha@watershedca.com>  
To: "Heath, Tina" <Tina.Heath@vermont.gov>

Thu, Mar 4, 2021 at 11:43 AM

Hi Tina,

The proposed design concept is currently being developed. I will send it to you when the draft is complete for your confirmation.

Thanks,  
Nisha

**Nisha Nadkarni (she/her)**  
Water Quality Scientist

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**Heath, Tina** <Tina.Heath@vermont.gov>  
To: Nisha Nadkarni <nisha@watershedca.com>

Thu, Mar 4, 2021 at 1:54 PM

Thank you Nisha.

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**Nisha Nadkarni** <nisha@watershedca.com>  
To: "Heath, Tina" <Tina.Heath@vermont.gov>

Fri, Apr 2, 2021 at 10:29 AM

Morning Tina,

I am following up on our conversation about the gravel wetland retrofit project at The Cheese Plant in Hinesburg. We now have the 30% design concept and would appreciate your review of the proposed work.

Thanks,  
Nisha

**Nisha Nadkarni (she/her)**  
Water Quality Scientist

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 **Hinesburg Cheese Plant Gravel Wetland Concept Design - 03-31-21.pdf**  
999K

**Heath, Tina** <Tina.Heath@vermont.gov>  
To: Nisha Nadkarni <nisha@watershedca.com>

Fri, Apr 9, 2021 at 8:42 AM

Hi Nisha,

Thanks for the plans. Will there be modifications outside of the existing structures and grading? This will help me figure out if this can be considered an Allowed Use or need a Registration (GP 3-9026).

[Quoted text hidden]

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**Nisha Nadkarni** <nisha@watershedca.com>  
To: "Heath, Tina" <Tina.Heath@vermont.gov>

Fri, Apr 9, 2021 at 9:54 AM

Morning Tina,

We are proposing a new weir wall and a new culvert to divert the swale into the gravel wetland retrofit space.

The plan does say "new" 2 foot grass swale, however it already exists as a channelized stream discharging directly to the La Platte. Our design concept was developed under the assumption that there will be a separate larger river/wetland restoration project in the green space west of Stella Rd (proposed by the Lewis Creek Association).

I've attached a PDF of their final planning report. Page 7 of the report shows their proposed design layout which would essentially re-route flow from the channelized stream into the green space. That would allow us to restore the remaining segment of the channel into the proposed grass swale that would only convey runoff from our drainage areas and not the additional flow from upstream areas that the other project is capturing. The overall wetland/river restoration project is not in the scope of our project so any new modifications beyond the grass swale segment would most likely be under their project. See attached site map with the blue callouts on these locations.

Let me know if you have any questions.

Thanks!  
Nisha

**Nisha Nadkarni (she/her)**  
Water Quality Scientist

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## 2 attachments



**Final+Report+Hinesburg+Village+Landowner+Outreach.pdf**  
2052K



**Hinesburg\_CheesePlant\_Sitemap.pdf**  
3532K

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**Heath, Tina** <Tina.Heath@vermont.gov>  
To: Nisha Nadkarni <nisha@watershedca.com>

Thu, Apr 15, 2021 at 1:02 PM

Hi Nisha,

Thanks for the details. It looks like the spillway and pipe outfall would be considered impacts if within wetland or its 50-foot buffer zone. If the size of these areas total less than 250 sq ft combined then it would be an Allowed Use; if over that threshold then the project would need a Registration under GP 3-9026.

[Quoted text hidden]

---

**Nisha Nadkarni** <nisha@watershedca.com>  
To: "Heath, Tina" <Tina.Heath@vermont.gov>

Fri, Apr 23, 2021 at 9:42 AM

Hi Tina,

The spillway itself is ~800 s.f. so we will document that a GP 3-9026 application would need to be completed for the proposed work. Thanks so much for providing your feedback on this project.

Best,  
Nisha

**Nisha Nadkarni (she/her)**  
Water Quality Scientist

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**Heath, Tina** <Tina.Heath@vermont.gov>  
To: Nisha Nadkarni <nisha@watershedca.com>

Mon, Apr 26, 2021 at 8:24 AM

Thanks Nisha.

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**Nisha Nadkarni** <nisha@watershedca.com>  
To: "Heath, Tina" <Tina.Heath@vermont.gov>

Fri, Dec 9, 2022 at 1:24 PM

Hi Tina,

I hope you are doing well! I am reaching out to you in this older thread to confirm whether the wetland permitting needs for this stormwater treatment project are the same since some time has passed from our last email communication.

We still have the same 30% design that you reviewed in April 2021 in which you determined that the proposed disturbance within the wetland/50-ft buffer exceeds 250 sf, and therefore requires Registration under GP 3-9026. The proposed practice in the 30% is a gravel wetland retrofit of one of the site's abandoned treatment lagoons used for processing cheese waste (design plan attached). Since the lagoons stopped being used for that in 2010, they have been remediated by the previous landowner as required by their Act 250 permit. The lagoons are currently mapped as wetland on ANR as well as the berm that separates them from the La Platte River (ANR map attached - polygons are slightly off)

Our team will soon be bringing this 30% stormwater design for the Cheese Plant property to the 100% design stage, however we are first doing a formal Engineering Feasibility Analysis before continuing design work to confirm the natural resources impact and additional permitting needs. This project is being completed for the site to meet their 3-acre requirements under the Operational Stormwater Permit. I wanted to confirm if the Registration under GP-9026 is the extent of the wetland permitting needs for this proposed stormwater design.

Thank you,  
Nisha

**Nisha Nadkarni (she/her)**  
Water Resources Scientist

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[nisha@watershedca.com](mailto:nisha@watershedca.com)

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**2 attachments**

 **I5. P3 - Hinesburg - Cheese Plant - 05252021.pdf**  
1918K

 **Wetland Map.pdf**  
539K

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**Heath, Tina** <Tina.Heath@vermont.gov>  
To: nisha <nisha@watershedca.com>

Mon, Dec 19, 2022 at 8:22 AM

Hi Nisha,

Can you provide me the proposed impact numbers? That way I can confirm if the project meets the criteria to be eligible for GP 3-9026.

Thanks,

Tina

**Tina Heath**

District Wetland Ecologist – Chittenden County

Wetland Bioassessment Coordinator

VT Department of Environmental Conservation

Watershed Management Division, Wetlands Program

111 West Street | Essex Junction, VT 05452

802-490-6202

<https://dec.vermont.gov/watershed/wetlands>

*During the growing season (April – October) I am in the field 2-3 days per week and may not be immediately able to respond to inquiries. I am typically able to respond within a work week. Note that the Agency of Natural Resources has embraced telework and I do not generally operate out of the Essex District Office. I am available via email, telephone, and scheduled site visits.*

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**Nisha Nadkarni** <nisha@watershedca.com>  
To: "Heath, Tina" <Tina.Heath@vermont.gov>

Mon, Dec 19, 2022 at 9:11 AM

Morning Tina,

The estimated total impact of the proposed project is 49,400 sf.

-Nisha

**Nisha Nadkarni (she/her)**  
Water Resources Scientist

**Watershed Consulting Associates, LLC**  
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**Heath, Tina** <Tina.Heath@vermont.gov>  
To: nisha <nisha@watershedca.com>

Mon, Dec 19, 2022 at 9:20 AM

Nisha, can you clarify how much impact would be considered outside of the existing footprint of the lagoon and berm that would be considered new impact to wetland and buffer.

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**Nisha Nadkarni** <nisha@watershedca.com>  
To: "Heath, Tina" <Tina.Heath@vermont.gov>

Mon, Dec 19, 2022 at 9:30 AM

Hi Tina,

If considering the impact outside of the existing lagoon footprint and berm, the remaining impact is the retrofit of the existing swale as the pre-treatment prior to the gravel wetland which is estimated to be ~13,000 sf.

-Nisha

[Quoted text hidden]

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**Heath, Tina** <Tina.Heath@vermont.gov>  
To: nisha <nisha@watershedca.com>

Mon, Dec 19, 2022 at 12:23 PM

Is this a natural swale or man-made? The numbers you provided would be well above the GP 3-9026 threshold and considered substantial impact. What I'm looking for are any new wetland or buffer zone impacts outside of all existing man-made infrastructure to review.

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**Nisha Nadkarni** <nisha@watershedca.com>  
To: "Heath, Tina" <Tina.Heath@vermont.gov>

Wed, Jan 25, 2023 at 3:30 PM

Hi Tina,

Apologies I lost touch on this one. The swale is not a formal man-made structure, but has been formed into a channel due to the prolonged and unmanaged stormwater discharges to it. The design would rehab the swale and direct those current SW discharges to the proposed wetland.

Thanks,  
Nisha

**Nisha Nadkarni (she/her)**  
Water Resources Scientist

**Watershed Consulting Associates, LLC**

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**Heath, Tina** <[Tina.Heath@vermont.gov](mailto:Tina.Heath@vermont.gov)>  
To: nisha <[nisha@watershedca.com](mailto:nisha@watershedca.com)>

Thu, Jan 26, 2023 at 10:03 AM

Hi Nisha, thanks for clarifying. I think this project warrants a site visit in the spring to determine impacts and permit implications.

**Tina Heath**

District Wetland Ecologist – Chittenden County

Wetland Bioassessment Coordinator

VT Department of Environmental Conservation

Watershed Management Division, Wetlands Program

111 West Street | Essex Junction, VT 05452

802-490-6202

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*During the growing season (April – October) I am in the field 2-3 days per week and may not be immediately able to respond to inquiries. I am typically able to respond within a work week. Note that the Agency of Natural Resources has embraced telework and I do not generally operate out of the Essex District Office. I am available via email, telephone, and scheduled site visits.*

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**From:** Nisha Nadkarni <[nisha@watershedca.com](mailto:nisha@watershedca.com)>**Sent:** Wednesday, January 25, 2023 3:30 PM**To:** Heath, Tina <[Tina.Heath@vermont.gov](mailto:Tina.Heath@vermont.gov)>**Subject:** Re: Request Project Review: Hinesburg - The Cheese Plant Commercial Suites

**EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.**

Hi Tina,

Apologies I lost touch on this one. The swale is not a formal man-made structure, but has been formed into a channel due to the prolonged and unmanaged stormwater discharges to it. The design would rehab the swale and direct those current SW discharges to the proposed wetland.

Thanks,