

APPENDIX D

This draft Memorandum of Understanding is included as general guidance. Any agreement will be subject to negotiations between the participating parties, undergo legal review, and not supersede statutory authority.

INTERGOVERNMENTAL US ROUTE 4 CORRIDOR MANAGEMENT MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF VERMONT AGENCY OF TRANSPORTATION, TWO RIVERS-OTTAUQUECHEE REGIONAL COMMISSION AND THE TOWN OF HARTFORD

THIS AGREEMENT is entered into this ____ day of _____ 20__, by and between the State of Vermont, Agency of Transportation (hereafter referred to as the “Agency”), the Two Rivers-Ottawaquechee Regional Commission (hereinafter referred to as the “Region”) and the Town of Hartford (hereafter referred to as the “Town”).

WHEREAS, US Route 4 in the Town of Hartford from the Quechee Interstate Interchange (I-89, Exit 1) west to the Hartford town line (hereafter referred to as “the Corridor”) is a state highway that is part of the National Highway System (NHS) and the Vermont Commercial Vehicle (Truck) Network; and

WHEREAS, the Corridor is designated as a rural principal arterial, Access Management Category 3 under the Agency’s Access Management Program; and

WHEREAS, the Agency under 19 V.S.A. § 1111 is responsible for regulating access to adjoining properties along the Corridor; and

WHEREAS, the Region under 24 V.S.A. Chapter 117 (Vermont Planning and Development Act) is responsible for regional land use and transportation planning, transportation improvement programming, and for providing technical assistance to the Town; and

WHEREAS, the Town under 24 V.S.A. Chapter 117 (Vermont Planning and Development Act) has adopted a municipal plan, zoning and subdivision bylaws, and is responsible for regulating land subdivision and development along the Corridor; and

WHEREAS, the Agency, Region and Town are parties to Act 250 proceedings for the review of major development along the Corridor; and

WHEREAS, the parties agree that regulation of development and vehicular access along the Corridor, and identified infrastructure improvements, are necessary to promote and provide for the safe flow of traffic, to reduce the potential for traffic accidents, to preserve a reasonable level of service and to protect the highway infrastructure along the Corridor; and

WHEREAS, the parties desire to achieve comprehensive and mutually acceptable preservation and management of the Corridor as necessary to implement coordinated land use and transportation

planning, to provide for planned growth and alternate transportation facilities, and to ensure that the transportation system is adequate to meet future needs;

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. The parties, within their respective jurisdiction, shall plan for and regulate development and access to the Corridor in conformance with the US Route 4 Corridor Management Plan that is attached hereto and incorporated as Exhibit(s) _____ (hereinafter referred to as the “Management Plan”).
2. Actions taken by the parties with regard to land use and transportation planning, infrastructure improvements, and traffic operations and management within and along this Corridor shall be consistent with this Agreement and conform to the Management Plan.
3. Vehicular access to the Corridor shall be permitted only when such access is in compliance with this Agreement and conforms to the attached Management Plan.
 - a. Private accesses which were in legal existence prior to the adoption of this Agreement may continue in existence until such time as development, redevelopment or a change of use is proposed through a local bylaw or Act 250 process which triggers review regarding conformance with this Agreement.
 - b. When closure, modification, or relocation of a private access is required, appropriate processes of the Town or State will be followed to provide alternative access, purchase of access rights or other solutions meeting the intent of the Management Plan.
 - c. Parcels created after the effective date of this Agreement which adjoin the Corridor shall not be provided with direct access to the Corridor, unless the access location, use and design are consistent with the Agency’s Access Management Guidelines and approved by resolution of the US Route 4 Corridor Management Committee as an amendment to the Management Plan.
4. The Town agrees to adopt or incorporate by reference in its bylaws and ordinances Agency Access Management Guidelines as they apply to development along the Corridor and other state highways in the Town.
5. The Town agrees to refer all applications under its bylaws for development that has frontage on or requires access to the Corridor to the Region and Agency for review and comment under the Management Plan and the Agency’s Access Management Guidelines. No municipal permits or approvals shall be issued until written comments are received from the Region and Agency, or 30 days have elapsed from the date of referral, whichever is sooner. Region and Agency recommendations shall be considered in municipal findings and conditions of approval.
6. The Region and Agency agree to review applications received from the Town for proposed development along the Corridor, and to provide written comments within 30 days of receipt.
7. The Agency agrees to require, prior to the issuance of a state highway access permit, documentation that a proposed development plan has received municipal approval, including a copy of the site development plan or subdivision plat as approved by the Town; and to give the

Town and Region 30 days written notification and opportunity for comment prior to the issuance of an access permit if it will require any modifications of the plan as approved by the Town.

8. The Region agrees to provide technical assistance to the Town, upon request, to implement Management Plan recommendations, and to assess the potential impacts of proposed development along the Corridor on traffic and highway infrastructure.
9. The parties, through appointed representation on a US Route 4 Corridor Management Committee, agree to jointly participate in corridor management planning and project development activities, coordinated through the Region, in conformance with Management Plan recommendations. The purpose of the committee will be to serve as an advisory board to regularly review, evaluate and facilitate corridor management activities, and to oversee implementation of the Management Plan.
10. The parties agree to coordinate their review of development along the Corridor that is subject to Act 250 review for conformance with the Management Plan, but to maintain separate party status in associated Act 250 proceedings.
11. This Agreement is based upon and is intended to be consistent with the Access Management Program, 19 V.S.A Section 1111 and 24 V.S.A. Chapter 117, all of which may be amended. Any access decision made along the Corridor must be consistent with any amendment to the referenced statutes.
12. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties regarding the Corridor and is the complete integrated agreement of the parties regarding the subject matter of this Agreement.
13. This Agreement may not be amended except by subsequent written agreement of the parties.
14. By signing the Agreement, the parties acknowledge and represent to one another that all procedures necessary to validly contact and execute this Agreement have been performed and the persons signing for each of the parties have been duly authorized to do so.

IN WITNESS WHEREOF, the parties to this agreement have been executed the same this _____ date of _____ A.D. 20__, the STATE, by its Secretary of Transportation and Duly Authorized Agent, the REGION by its Authorized Agent, and the TOWN by its authorized agent.

IN WITNESS WHEREOF:

TOWN OF HARTFORD:

BY: _____
(AUTHORIZED REPRESENTATIVE)

(TITLE)

TWO RIVERS-OTTAUQUECHEE REGIONAL COMMISSION:

BY: _____
(AUTHORIZED REPRESENTATIVE)

(TITLE)

**STATE OF VERMONT
AGENCY OF TRANSPORTATION**

BY: _____
SECRETARY OF TRANSPORTATION

APPROVED AS TO FORM:

Dated: _____

ASSISTANT ATTORNEY GENERAL

Town/City of _____ Clerk's Office
Received _____ at _____ a.m./p.m.
and recorded in Book _____ on Page _____
of land records.

Attest: _____
Assistant Town/City Clerk