

MRV Planning District Partners Meeting Pertinent Documents



MRVPD 1983 Memorandum of Understanding (MOU)
MRVPD 1985 Articles of Agreement
MRVPD 1998 MOU

1.12.23 | Village Meeting House, Waitsfield

11

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, dated July 28, 1983, by, between and among Sugarbush Valley Inc. (hereinafter "SVI") its successors or assigns, the municipalities of Warren, Waitsfield and Fayston (hereinafter the "Valley Towns"), through their respective Boards of Selectmen, the Central Vermont Regional Planning Commission (hereinafter "CVRPC") its successors or assigns, and the State of Vermont (hereinafter "Vermont"),

WITNESSETH:

WHEREAS, the United States Department of Agriculture, through the United States Forest Service (hereinafter "USFS") is completing its Final Environmental Impact Statement ("FEIS") for SVI's Winter Sports Area; and

WHEREAS, the parties desire to establish a process to identify, communicate, and coordinate actions on issues of concern that may be occasioned by the implementation of the alternative recommended in the FEIS and to insure that (1) the mitigating actions set forth in the FEIS shall be carried out; (2) the environmental safeguards cited in the FEIS shall be executed according to plan; and (3) initial mitigating actions are revised or eliminated, or new mitigating actions are adopted in order to achieve desired social, economic or environmental effects in the event that unanticipated consequences result from the FEIS alternative, its projections prove inaccurate or it creates unreasonable or adverse impacts; and

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WHEREAS, in accord with the goals of the National Environmental Policy Act ("NEPA"), the parties desire to establish procedures which will coordinate their efforts and minimize duplication in complying with NEPA and state and local requirements, and to provide one forum in which permit decisions reached will apply to and satisfy the same or similar requirements or purposes at all levels of governmental review and approval, whether federal, state or local; and

WHEREAS, the parties desire to establish a cooperative working relationship with common aims and defined responsibilities regarding the environmental impacts occasioned by the alternative approved by USFS in the FEIS:

NOW, THEREFORE, with the above aims in mind, the parties do hereby memorialize their understanding as follows:

1. The Valley Towns, CVRPC and Vermont agree that upon the execution and incorporation of this Memorandum into the FEIS they will not contest or appeal the sufficiency, adequacy or validity of the FEIS; and in regard to, and as limited by, the matters covered in this agreement, the Valley Towns, CVRPC and Vermont shall, at SVI's request, appear as witnesses in opposition to any application for injunctive relief or stay in an action challenging the sufficiency, adequacy or validity of the FEIS and this Memorandum as incorporated therein.

2. The Valley Towns shall develop and adopt capital programs that recognize existing and anticipated tax revenues that SVI's development and associated resort activities will

generate in the mountain vicinity, and the Selectmen shall work diligently to gain voter approval thereof.

3. Except as provided in paragraph 4, and excluding certificates of compliance for water and sewage disposal and any other technical permits and approvals as agreed to by the parties, SVI agrees that it will not make formal application for any permit or certificate to local or state boards, departments, commissions or agencies prior to filing an application for a permit pursuant to the provisions of 10 VSA 6001 et seq. (Act 250).

4. (a) In the event that SVI applies for an Act 250 permit at Sugarbush South to install snowmaking equipment, make trail changes, improve, rehabilitate or replace existing lifts on USFS lands, the Valley Towns, CVRPC and Vermont agree that with respect to the snowmaking, trail changes and lift improvements described immediately hereinabove, they will limit their participation under Act 250 to those criteria of 6086(a)(1-10) to which the mitigating actions set forth in Appendix A (herein incorporated by this reference) are related, and will support the position that by implementing the mitigating actions the applicant satisfactorily meets its burden of proof on each Act 250 criterion which the mitigating actions address. The Valley Towns and CVRPC will exercise no jurisdiction and require no local permits with respect to installation of snowmaking equipment, trail changes, and the improvement, rehabilitation or replacement of lifts on USFS lands. Notwithstanding any provision of this Agreement, any

party to this Memorandum may provide information when requested by the District V Environmental Commission and the Environmental Board on any matter raised in an Act 250 proceeding involving SVI developments covered by this Agreement. Vermont may provide information on any criteria of Act 250 not addressed by the mitigating actions in this Agreement.

(b) In the event that it is finally adjudicated that SVI need not apply for an Act 250 permit for any one or more of the development activities referenced in (a) above, and subject to the provisions and limitations of Appendix A, SVI may at Sugarbush South install snowmaking equipment, make trail changes or improvements and rehabilitate or replace existing lifts on USFS lands without a State Act 250 permit or local permits.

(c) Construction of units at Sugarbush South to the extent of SVI's remaining excess sewage capacity (16,820 gpd) on private lands shall be subject to State and local permits, but shall not require "Major Segment" review.

5. SVI shall submit its remaining development plans, including activities on USFS lands, in two major segments by making applications to local and state boards, departments, commissions or agencies having jurisdiction thereof, for development of (1) Sugarbush North (comprising mountain improvements, up to 400 housing units and commercial space) in 1983 or thereafter and (2) the Intertie Area at or after 1987,

with operation, occupancy and use of any constructed improvements at the Intertie Area not to occur prior to 1990.

6. Act 250 shall be the statutory mechanism by which all issues between or among the parties shall be finally resolved, it being understood that the issuance of a permit, and the conditions attached thereto, or denial thereof, unless appealed, shall conclusively establish that the mitigating actions and environmental safeguards required by NEPA, and the conditions imposed under Act 250, fully and fairly protect all parties' interests with regard to the impacts anticipated or projected at the time the permit is issued; provided, however, that subsequent to the meetings of the parties required by paragraphs 8 and 9 hereof, the parties retain their rights under law, if any, to petition District Commission #5 or the Environmental Board, in light of actual data and impacts generated by SVI's activities, to revise, adjust or reduce existing conditions of any permit or to revoke any permit.

7. Commencing on the date the FEIS becomes final, as defined by NEPA regulations, the parties shall fully and faithfully participate in the collection and analysis of data under the terms of Appendix B, incorporated herein by this reference.

8. At least sixty (60) days prior to SVI's application for an Act 250 permit to develop Sugarbush North or the Intertie Area SVI shall furnish the parties a copy of its proposed application for said permit. Within ten (10) days thereafter the parties shall in good faith meet to review,

examine, analyze and discuss the data collected by the parties in the context of all cumulative impacts occasioned by SVI's development activities from the date the FEIS is final in order to: (1) insure that the mitigating actions and environmental safeguards required in the FEIS are being carried out; (2) attempt to agree whether revisions or adjustments to these mitigating actions or safeguards are required; (3) attempt to forecast jointly from collected data any projected impacts and identify any unanticipated adverse social, economic or environmental impacts which have arisen or will arise on account of SVI's development activities; and (4) attempt to seek mutually agreeable solutions to any problems that the review, examination, analysis and discussions reveal.

9. In 1991, or two years after completion of lifts S and U and associated trails at the Intertie Area, whichever last occurs, the parties shall meet to review and assess in good faith the data collected by the parties to (1) insure that the mitigating actions and safeguards required by the FEIS or the Act 250 permit have been and are being carried out; (2) measure the accuracy of the parties' projections and predictions against the actual data collected; (3) in light of actual data attempt to forecast jointly any new or materially different adverse impacts and/or any impacts that were anticipated to be adverse but that have not occurred; and (4) attempt to arrive at mutually agreeable solutions, including revisions, adjustments and reductions to existing mitigating actions or safeguards and new mitigating actions or safeguards.

10. If any provision or clause of this Agreement or the application thereof to any party or circumstance is held to be invalid, such holding shall not affect the validity of its remaining provisions or applications which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

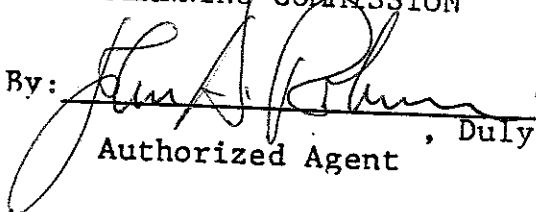
11. Nothing in this Agreement alters the Environmental Board and District V Environmental Commission's statutory obligation to perform the quasi-judicial functions under 10 V.S.A. Chapter 151 (Act 250), and to enforce the Board's rules.

12. Although USFS is not a party to this Agreement, the parties recognize that the provisions of this Agreement will afford USFS the opportunity to discharge its duties under NEPA, and, to the extent that USFS desires, the parties agree that it may fully participate in any proceedings established hereunder.

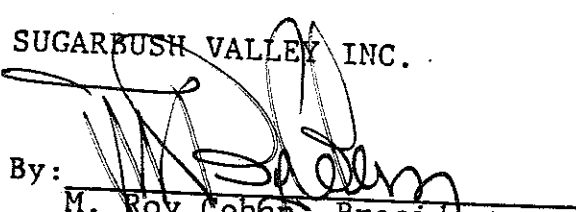
13. The failure of any party to perform faithfully the terms and conditions herein shall not prejudice the rights of the remaining parties.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

CENTRAL VERMONT REGIONAL
PLANNING COMMISSION

By:  , Duly
Authorized Agent

SUGARBUSH VALLEY INC.

By: 
M. Roy Cohen, President
and Duly Authorized Agent

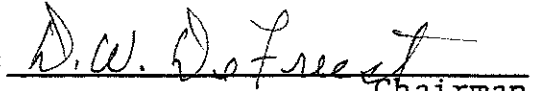
STATE OF VERMONT

By:


Richard Snelling, Governor

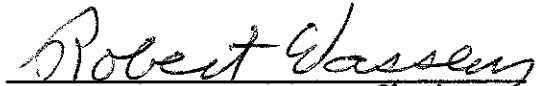
TOWN OF WARREN

By:


D.W. DeForest, Chairman
Warren Board of Selectmen


TOWN OF FAYSTON

By:


Robert Gassen, Chairman
Fayston Board of Selectmen

TOWN OF WAITSFIELD

By:


Hugh D. Campbell, Chairman
Waitsfield Board of Selectmen

[Memorandum - PS24P]

APPENDIX A

In conjunction with the mountain improvements at Sugarbush South, as referenced in paragraph 4(a & b) of the Agreement, SVI agrees to continue or institute the following services:

- (1) To continue to supply medical doctors and facilities at the mountain to provide medical care to skiers under the present intern training program in orthopedics, or, should said program be discontinued for any reason, to provide for an alternative method of providing for medical care;
- (2) To continue maintenance and repair of its private roads at the mountain;
- (3) To continue to supply water and sewage disposal facilities in compliance with state regulation;
- (4) To continue to operate a post office;
- (5) To make contributions to Valley Service Organizations as in the past;
- (6) To continue to offer recreational programs presently used by the local and regional school systems in Warren, Waitsfield, Fayston and at Harwood Union;
- (7) With respect to fire protection: SVI (a) will provide appropriate wording in future deeds to require contributions to support expenses for private fire protection, (b) will train a reasonable number of employees for firefighting duties, and (c) will include in its plans for Sugarbush North a fire station and equipment sufficient to serve its properties at Sugarbush Valley and any other developments in the Village area or mountain

vicinity that contractually agree; unless a fire protection study for the Valley towns indicates a more appropriate alternative.

- (8) With respect to mitigation of traffic until other means of mitigating traffic impacts are arrived at through the process of the presubmittal meeting(s) and subsequent Act 250 proceedings with respect to Sugarbush North: SVI will (a) commencing with the '83-'84 ski season, provide at its cost, police or other law enforcement officials to direct traffic between December 15 and March 15 of each ski season on each weekend and during the Christmas and Washington's Birthday week holidays during peak hours each morning and afternoon at (i) the intersection of Routes 17 and 100, and (ii) the intersection of Route 100 and the Sugarbush Access Road; (b) commencing with the '83-'84 ski season, provide Valley-wide bus service within the network approved by the existing Certificate of Public Good on a schedule determined by SVI, and thereafter, commencing with the '84-'85 ski season, provide said bus service on a schedule recommended in the traffic study referred to in 10(e) in this Appendix; and (c) provide satellite parking at a location(s) agreed upon by the parties subsequent to analysis of the recommendations derived from the traffic study referred to in 10(e) of this Appendix;
- (9) To continue to provide its own security for its buildings and lands, and offer, on a contractual basis, to coordinate and to provide security for the buildings and lands of other mountain developments and developments in the vicinity.
- (10) Contribute funds as follows: (a) \$15,000 for Valley-wide planning efforts for the year July 1, 1983 through June 30, 1984

to be paid in three equal installments (the first installment paid 30 days after publication of the FEIS, the second installment paid 4 months thereafter, and the third installment paid 8 months thereafter), (b) an amount matching the average annual contribution from the three Valley towns for Valley-wide planning efforts up to a maximum of \$10,000 per year commencing the year July 1, 1984 through June 30, 1985 and thereafter until the year of review called for in Paragraph 9 of the Memorandum of Understanding, (c) commencing the year July 1, 1984 through June 30, 1985, \$1,000 annually for data management until the year of the review called for in Paragraph 9 of the Memorandum of Understanding -- to be offset by fees collected from third parties for the use of the data file, (d) a contribution of \$2,000 towards an analysis of firefighting needs in the Valley at a time agreed upon by the parties, and (e) a contribution up to a maximum of \$5,000 towards a study to develop specific solutions to Valley traffic problems, the study to be commenced following the 1983-84 ski season.

APPENDIX B

I. DATA COLLECTION:

The parties acknowledge and agree that the following topics for data collection are not necessarily all inclusive, and any party may propose to collect or obtain data on other topics. Likewise, the inclusion of topics for collection of data in this Appendix B shall not prohibit a party from claiming that a particular topic is not germane or relevant to the development proposed in the major segments. All final issues of additional topics or deletion of existing topics, or the relevance of same shall be determined in the major segment Act 250 proceedings. Further, all data collected as required below shall be accumulated and stored by the CVRPC and shall be available to all parties hereto at no cost for purposes of use in conjunction with the major segment reviews. SVI shall contribute an initial Two Thousand Five Hundred Dollars (\$2,500.00) for establishing the data collection system in the first year.

A. Traffic Information

1. Traffic Counters shall be placed or continued at the following points:
 - (a) Sugarbush Access Road above Sugarbush Inn (existing - to be maintained by Vermont Agency of Transportation);
 - (b) Route 17 west of German Flats Road (existing - to be maintained by Vermont Agency of Transportation);
 - (c) Route 100B north of Route 100 in Moretown (existing seasonally - to be maintained by Vermont Agency of Transportation);

- (d) Route 17 and Route 100 intersection (3 legs) - (to be provided by SVI, reimbursed to extent possible by Vermont Agency of Transportation, and by collection by the municipalities on a prorata basis from other development projects whose traffic impact will be felt at this intersection);
 - (e) Sugarbush Access Road and Route 100 (to be provided by SVI, reimbursed, to extent possible, by Vermont Agency of Transportation, and by collection by the municipalities on a prorata basis from other development projects whose traffic impact will be felt at this intersection).
 - (f) Additional locations for traffic counters may be added in the future as determined by Vermont Agency of Transportation or by the agreement of the parties.
2. The data collected will be used to project level of Service C. The design hour will be established by subsequent agreement of the parties hereto, and thereafter Service Level C shall be maintained at the design hour by making use of all mitigating measures which contribute to maintaining the Service Level at C.
- B. Energy Information
- 1. SVI shall provide a copy of its monthly printout submitted to Green Mountain Power Corporation;
 - 2. CVRPC shall request monthly demand figures for the Madbush and Irasville substations;

3. SVI will obtain, to the extent GMP cooperates, information with respect to any new or changed equipment of the utility used in the distribution and transmission of energy;
4. SVI shall provide estimates and figures, on particular mid-week and weekend days and holidays, as to the number of skiers who arrive by public or private mass transportation, and the average number of skiers per car.

C. Community Services Information

To be collected by CVRPC on an annual basis.

1. Schools: Total and by class enrollment in schools in Warren, Waitsfield, Fayston, Moretown, Waterbury, Duxbury, Roxbury, Granville and Harwood Union.
2. Fire Calls: equipment inventory and manpower in Warren, Waitsfield and Fayston.
3. Police Calls: Warren, Waitsfield and Fayston.
4. Ambulance Calls: Valley Ambulance Service.
5. Building Permits: Warren, Waitsfield, Fayston, Moretown, Duxbury, Waterbury, Roxbury and Granville.
6. Tax Rate: Warren, Waitsfield, Fayston, Moretown, Duxbury, Waterbury, Roxbury and Granville.
7. Grand List: Warren, Waitsfield, Fayston, Moretown, Duxbury, Waterbury, Roxbury and Granville.
8. Expenditures of towns for schools, roads, police, fire, administration, ambulance service, solid waste collection, and recreation.

9. Population Growth Rate: Warren, Waitsfield, Fayston, Moretown, Duxbury, Waterbury, Roxbury and Granville.

10. Landfill Reserve Capacity

D. Employee Housing Information

1. SVI shall provide information as to location of residences of employees of SVI.
2. CVRPC shall provide information on location of other recreation related employees.
3. CVRPC shall provide data on housing costs.

E. Farm Land and Rural Character Information

1. CVRPC to collect data on acres of farm land in Agricultural Production in 1983 and every three years thereafter.
2. CVRPC to collect data on amount of open and agricultural land under protection through purchase, transfer, or donation or development right transfers, contracts, clustered housing, dedication, or other method.

F. Ski Area Usage

1. SVI shall provide estimates or figures on number of skiers on certain mid-week, weekend and holidays as obtained from data it submits to the U.S. Forest Service concerning daily ticket calculations (no financial data of any sort shall be required to be divulged or made public by SVI or the U.S. Forest Service).
2. SVI shall provide estimate as to total number of skiers for the season.

3. SVI shall provide data on the number of cars in its parking lot and in ski-on, ski-off development parking lots on particular mid-week, weekends and holidays.
4. SVI shall request figures from Sugarbush Village Real Estate and/or competing entities on commercial utilization of beds at Sugarbush at peak times.

G. Water Supply and Sewage Disposal

1. SVI will demonstrate capacity to support water supply and sewage disposal demand generated by development required to support its proposed uphill capacity.

II. SPECIAL STUDIES:

If at a presubmittal meeting all of the parties agree that a special study should be made to analyze a problem and propose solutions thereto, the parties shall agree on the scope of any special study done, and all the parties shall jointly attempt to select an independent and recognized expert to proceed with the study. Expenses for any special study agreed to by the parties shall be paid for by SVI, but if the scope of the special study exceeds that which is necessary to evaluate the impacts of the major segment, then the cost will be shared by the parties and any third party benefitting from said special study.

III. IDENTIFICATION OF POTENTIAL IMPACTS FROM MAJOR SEGMENT WHICH WOULD OR MIGHT CAUSE AN UNREASONABLE BURDEN OR SIGNIFICANT IMPACT UNDER 10 V.S.A. §6086(a)(1) - (10) OR LOCAL REGULATIONS OR ORDINANCES:

- A. The following are guidelines for determination of unreasonable burdens or significant impacts for purposes of discussion:

1. With respect to the issue of community facilities and services, the impacts of the projected development will be considered to be unreasonable or significant if: (a) study and review indicate that the only alternative is for existing facilities and services be upgraded or new facilities and services provided to accommodate the impacts from the proposals in the major segment review; and (b) the necessary improvements have not been included in a duly adopted capital program which has met the standards set forth in paragraph 2 of the Memorandum of Understanding and have not been affirmatively voted and included in the town's budget; or the necessary improvements have in fact been included in a duly adopted capital program which has met the standards set forth in paragraph 2 of the Memorandum of Understanding, but have not been affirmatively voted on in an appropriate town budget or have been voted on in an appropriate town budget but have not been partially or totally completed. If the necessary improvements have been included in a duly adopted capital program, SVI, at its option may enter into an agreement with the Town(s) to advance the cost or partial cost for the needed improvements and shall subsequently be reimbursed on a pro rata basis either by development fees collected by the municipality or by funds from the budget of the town as subsequently approved by the voters.
2. With respect to the issue of transportation, the impacts of projected development will be considered unreasonable or significant if: (a) the level of traffic at the design hour exceeds a highway's capacity at Level of Service C, (b) study and review indicate that the only alternative is for existing

highways to be upgraded or new highways be provided to accommodate the impacts from the proposals in the major segment review, and (c) the necessary improvements have not been included in a duly adopted capital program which has met the standards set forth in paragraph 2 of the Memorandum of Understanding, and have not been affirmatively voted and included in the town's budget; or the necessary improvements have in fact been included in a duly adopted capital program which has met the standards set forth in paragraph 2 of the Memorandum of Understanding, but have not been affirmatively voted on in an appropriate town budget or have been affirmatively voted on in an appropriate town budget but have not been partially or totally completed. If the necessary improvements have been included in a duly adopted capital program, SVI, at its option may enter into an agreement with the Town(s) to advance the cost or partial cost for the needed improvements and shall subsequently be reimbursed on a pro rata basis either by development fees collected by the municipality or by funds from the budget of the town as subsequently approved by the voters.

3. With respect to the issue of housing, the impacts of the projected development will be considered unreasonable if: (a) new ski industry employee households, distributed at a rate higher than existing as estimated by RKG Associates in An Economic Impact Analysis of the Proposed Expansion of the Sugarbush Ski Area, 1981, in towns outside Warren and Fayston, generate direct service demands not offset by ski-related commercial development revenues; and (b) ski-on, ski-off vacation

housing has not been or will not continue to be provided immediately adjacent to the ski area at a ratio of at least .8 beds to 1.0ccc or a more accurate ratio agreed to by December 1, 1984.

IV. MITIGATION OF UNREASONABLE OR SIGNIFICANT ADVERSE IMPACTS:

- A. To resolve or correct "unreasonable" or "significant" impacts, the following is a set of principles or guidelines for mitigation:
1. A balance between uphill capacity at ski facilities and related housing and commercial development shall be achieved within each phase of the expansion.
 2. Adequate municipal facilities and services shall be in place to accommodate needs when they are demanded so that the needs will not create unreasonable demands.
 3. Private facilities and services to relieve burdens on municipal facilities and services will be accepted and encouraged to mitigate impacts. Assurances will be provided to protect municipalities from assuming responsibility for such facilities and services.
 4. Cost sharing should be worked out between the municipalities with respect to a service or facility where the provision of the service or facility in one town is the result of development in another town.
 5. SVI's portion of any cost sharing for improvements necessitated by activities during a phase should be based on the percentage of total demand for the improvements for which they are responsible.

6. Where efficiencies in the provision of a traffic improvement or municipal facility or service can be gained through intermunicipal contracts or other cooperative municipal efforts, these agreements and the mitigating actions should have been done as a prerequisite to any developer contribution to the facility or service.
7. The Towns of Warren and Fayston should cooperate with developers in the provision of employee housing through financial and regulatory incentives.
8. Developers should participate in programs developed to protect the rural character of the Valley.
9. Development should be consistent with town planning objectives and policies.

July 27, 1983

The Honorable John J. Easton, Jr.
Attorney General
109 State Street
Montpelier, Vermont 05602

Dear Mr. Easton:

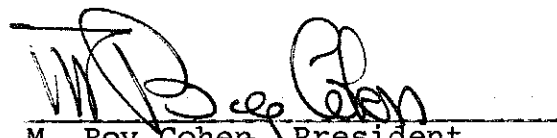
This letter is intended to resolve an ambiguity which the Vermont Attorney General's Office feels may exist in paragraph 6 of the Memorandum of Understanding between and among Sugarbush Valley, Inc., the municipalities of Warren, Waitsfield, and Fayston, the Central Vermont Regional Planning Commission, and the State of Vermont.


For clarification, the undersigned parties agree that the pre-submittal procedure established by the Memorandum of Understanding demands that the parties raise at those pre-submittal meetings all issues regarding federal, state or local permits. If no resolution or agreement is reached regarding applicable permits, then any party can proceed to the appropriate regulatory forum to resolve any differences.

Paragraph 6 does not mean that Act 250 preempts or replaces other state and local permit processes. Nor does it preclude the state and local governments from enforcing those permits. However, it does impose the mandatory obligation on all parties to raise any necessary state and local permit processes in the course of any pre-submittal meetings.

Sincerely yours,

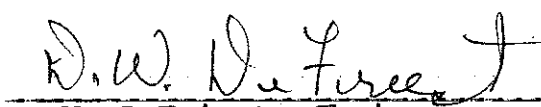
Dated: 7/28/1983 
Richard Snelling, Governor
State of Vermont

Dated: July 28, 1983 
M. Roy Cohen, President
Sugarbush Valley, Inc.

Dated: 7/20/83 
John A. Robinson
for the Central Vermont
Regional Planning Commission

Dated: 11/9/83 
Robert Vasseur, Chairman
Fayston Board of Selectmen

Dated: July 28, 1983 
Hugh Campbell, Chairman
Waitsfield Board of Selectmen

Dated: 10/19/83 
D. W. DeFriest, Chairman
Warren Board of Selectmen

MAD RIVER VALLEY PLANNING DISTRICT

ARTICLES OF AGREEMENT

March, 1985

**Agreement to Create
the
Mad River Valley Planning District**

An Agreement by and between: Town of Fayston, Town of Waitsfield, and Town of Warren, Vermont.

WHEREAS, the Towns of Fayston, Waitsfield and Warren, Vermont share a common interest in planning for the future of the Mad River Valley; and

WHEREAS, the Mad River Valley is served by an areawide watershed, roadway network, commercial center and recreation industry; and

WHEREAS, the Towns have allotted funds to participate in an areawide planning program since 1979; and

WHEREAS, the Towns joined together in a Memorandum of Understanding with other parties in 1983 to monitor major development in the Mad River Valley through 1992; and

WHEREAS, 24 VSA Chapter 121 provides that municipalities may form a union municipal district for cooperation in providing services and facilities in a manner and under a form of organization that accords best with the needs of those municipalities;

NOW, THEREFORE, it is agreed to create a union municipal district to be known as the **MAD RIVER VALLEY PLANNING DISTRICT**, to be a municipal corporation under the laws of the State of Vermont, and subject to the following Articles of Agreement.

ARTICLE I. PURPOSE

The purpose of the Mad River Valley Planning District (hereinafter "District") is to carry out a program of planning for the future of the Mad River Valley. The planning program shall be directed toward the physical, social, economic, fiscal, environmental, cultural and aesthetic well being of the Towns of Fayston, Waitsfield and Warren (hereinafter "member Towns") and their inhabitants.

ARTICLE II. DURATION

The District shall be ongoing, unless terminated in accordance with Article IX within.

Mad River Valley Planning District
Articles of Agreement

ARTICLE III. ORGANIZATION

The organization of the District shall be as follows:

A. **Steering Committee.** Each member Town shall be represented on the Steering Committee by one Selectman and one Planning Commissioner. In addition, the Valley business community shall also have a representative. The Central Vermont Regional Planning Commission shall have a non-voting, ex officio seat on the Steering Committee.

1. **Appointment.** The Board of Selectmen of each member Town shall appoint representatives to the Steering Committee. The business community representative shall be nominated by the Valley Area Association, its assigns or successors, and shall be approved by majority vote of the member Town representatives. Member Town representatives shall serve at the pleasure of their Board of Selectmen. The business community representative shall serve at the pleasure of the Valley Area Association, its assigns or successors, or may be removed, for cause, by a majority vote of the member Town representatives. The Central Vermont Regional Planning Commission shall appoint its representative.

2. **Terms of Office.** The term of office for all representatives shall be one year. Initial terms of office shall commence immediately upon appointment. Subsequent terms shall begin on April 1.

3. **Powers and Duties.** In order to accomplish the Purposes of this District, as set forth in Article I of these Articles, the powers and duties of the Steering Committee shall include the following:

a. to manage the business and affairs of the Mad River Valley Planning District.

b. to adopt bylaws governing the conduct of its business, and amend same.

c. to adopt an annual workplan and budget.

d. to enter into contracts.

e. to conduct research and put forward recommendations.

f. to sponsor public forums and discussions.

Mad River Valley Planning District
Article of Agreement

- g. to assist member Towns, when called upon, in:
 - 1. their preparation and administration of local plans, bylaws and ordinances;
 - 2. their negotiation of memoranda, agreements or contracts with and between third parties;
- h. to participate in State or Federal review processes of major development proposals, unless specifically requested not to participate by the representatives of a member town.
- i. to coordinate with regional, State and Federal agencies, departments and commissions.
- j. to retain staff, prescribe their duties, fix their compensation, if any, and delegate to them such responsibilities as deemed appropriate.
- k. to undertake any other activities necessary or desirable to carry out its purpose.

B. Officers. The Steering Committee annually shall elect, by majority vote, a Chairman, a Secretary-Treasurer, and any other officers it considers necessary for the conduct of its business. The Chairman shall call and preside over meetings of the Steering Committee. The Secretary-Treasurer shall record the minutes of the meetings, shall be responsible for correspondence and shall keep the financial records and accounts of the District.

C. Meetings of the Steering Committee. The frequency and method of calling regular and special meetings of the Steering Committee, procedures for the transaction of business, and other necessary matters shall be in accordance with bylaws adopted by the Steering Committee.

D. Quorum and Voting. A quorum shall be necessary for the transaction of any business and shall consist of a majority of the Steering Committee, including representation of all member Towns. Action shall be by a simple majority of the total membership of the Steering Committee.

E. Annual Report. The Steering Committee shall prepare an Annual Report for publication in the Town Report of each member town. The Annual Report shall account for District funds from the preceding year.

Mad River Valley Planning District
Articles of Agreement

ARTICLE IV. POWERS AND DUTIES OF THE DISTRICT

The District, acting through the Steering Committee, shall possess powers and duties consistent with the provisions of 24 VSA Chapter 121, Section 4866, except paragraph 8.

ARTICLE V. FINANCING

The Steering Committee shall prepare an annual work plan and shall establish a budget to carry out that work plan. The District shall not have the authority to require an assessment from its member Towns; rather, the budget shall be financed through a combination of the following:

A. Annual appropriations of equal sums from each of the member Towns, as approved by the voters of each Town at March meeting.

B. Impact mitigation funds from the development community, derived through negotiation or permit conditions.

C. Grants or other funds from the State and Federal government.

D. Grants or contributions from individuals, corporations, foundations and other private sector sources.

ARTICLE VI. AMENDMENTS

These Articles may be amended, in whole or in part, in the following manner:

A. An amendment to these Articles may be proposed only by a majority vote of the Steering Committee.

B. A proposed amendment shall be adopted or rejected by the voters of each member Town by Australian ballot at a regular or special Town meeting duly warned for the purpose of considering the proposed amendment. At least one public hearing shall be held in the District not less than five nor more than fifteen days prior to said Town meetings.

C. If approved by a majority of voters in each Town, the amendment shall become effective immediately.

Mad River Valley Planning District
Articles of Agreement

ARTICLE VII. ADDITION OF MEMBER MUNICIPALITIES

The Steering Committee may authorize the inclusion of additional municipalities outside of the District by amending these Articles as provided in the procedures of Article VI. Any authorized municipality may take action to enter the District according to the approval procedures of 24 VSA Chapter 121 Section 4863.

ARTICLE VIII. WITHDRAWAL

Procedure and conditions for withdrawal from the District shall be as provided in 24 VSA Chapter 121 Section 4863. A decision to withdraw shall be effective on April 15, and notice of that decision shall be given to the Steering Committee at least 30 days prior to that date.

ARTICLE IX. DISSOLUTION

The District may be dissolved in accordance with the provisions of 24 VSA Chapter 121 Section 4863(H), or, upon the failure of any one or more member Towns to approve an annual appropriation as set forth in Article V, paragraph A, the Steering Committee, by two thirds vote, may dissolve the District. In the event of voluntary or involuntary dissolution, assets of the District shall be distributed on an equal basis to the member Towns.

ARTICLE X. RATIFICATION

These Articles shall take effect April 1, 1985 if voters in each of the member Towns have ratified these Articles by popular vote.

JEFFREY L. AMESTOY
ATTORNEY GENERAL
BRIAN L. BURGESS
DEPUTY ATTORNEY GENERAL
WILLIAM E. GRIFFIN
CHIEF ASST. ATTORNEY GENERAL



JAN 23 1985

STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL

109 STATE STREET
MONTPELIER
05602
TEL.: 802-828-3171

January 22, 1985

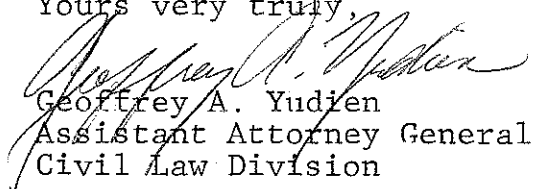
Jeffrey F. Squires
Program Director
Central Vermont Regional Planning Commission
26 State Street
Montpelier, Vermont 05602

Dear Jeff:

This is to inform you that pursuant to 24 V.S.A. §4802 I have reviewed the Agreement to Create the Mad River Valley Planning District and find it to be in proper form and compatible with the laws of this State.

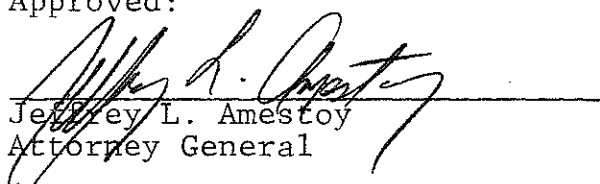
If you have any questions please feel free to contact me.

Yours very truly,


Geoffrey A. Yudien
Assistant Attorney General
Civil Law Division

lp

Approved:


Jeffrey L. Amestoy
Attorney General

MEMORANDUM OF UNDERSTANDING
APRIL 2, 1998

THIS MEMORANDUM OF UNDERSTANDING ("Agreement"), dated this 2nd day of April, 1998, is entered into by Sugarbush Resort Holdings, Inc. ("Sugarbush"), its successors or assigns, the municipalities of Fayston, Waitsfield and Warren (the "Valley Towns"), through their respective Boards of Selectmen, and the Central Vermont Regional Planning Commission ("CVRPC"), its successors or assigns:

WITNESSETH:

WHEREAS, on July 28, 1983 an agreement was signed between Sugarbush Valley, Inc., the Valley Towns, the Central Vermont Regional Planning Commission, and the State of Vermont establishing a Memorandum of Understanding between the aforementioned parties, and

WHEREAS, the 1983 Memorandum of Understanding ("MOU") was based on and intended to implement the recommended alternative of the July, 1983 Final Environmental Impact Statement ("FEIS") for the Sugarbush Valley, Inc. Winter Sports Area, and

WHEREAS, the 1983 MOU established a process to identify, communicate, and coordinate actions on issues of concern occasioned by the implementation of the alternative recommended in the FEIS and subsequent actions taken by SVI and the Valley Towns to insure that (1) the mitigating actions set forth in the FEIS and other permits were carried out; (2) the environmental safeguards cited in the FEIS and other permits were executed according to plan; and (3) initial mitigating actions were revised or eliminated, or new mitigating actions adopted in order to achieve desired social, economic or environmental effects, and

WHEREAS, in accord with the goals of the National Environmental Policy Act ("NEPA"), the parties desired to establish procedures which allow them to coordinate their efforts and minimize duplication in complying with NEPA, state and local requirements, and to provide one forum in which permit decisions reached will apply to and satisfy the same or similar requirements or purposes at all levels of governmental review and approval, whether federal, state or local; and

WHEREAS, the parties desired to establish a cooperative working relationship with common aims and defined responsibilities regarding the environmental impacts, and

WHEREAS, subsequent to the signing of the MOU, the Mad River Valley Planning District ("MRVPD") was established as the primary forum for communication, impact review, mitigation development, and coordinated action among the parties, and

WHEREAS, the Steering Committee, the governing body of the MRVPD, is comprised of members of the legislative and planning bodies of each of the Valley Towns, a representative of the Valley business community, and CVRPC, with formal but non-voting participation by Sugarbush, and

WHEREAS, while the parties believe that the MOU and MRVPD have established an appropriate system for communication, coordinated action, and identification of impacts and mitigation measures, the parties believe that past actions by Sugarbush and the Valley Towns, changes in development planning for Sugarbush, changing economic conditions, and changes to state and local review processes require the parties to prepare a comprehensive revision to the 1983 MOU:

NOW, THEREFORE, with the above aims in mind, the parties do hereby memorialize this Agreement as follows:

1. The Steering Committee of the MRVPD shall be the primary forum for communication among parties, for the review of impacts of development and actions taken by Sugarbush that may affect the Valley Towns, for determination of appropriate mitigation measures, and for the collection and analysis of relevant economic, social and environmental data and conditions. However, nothing contained herein shall be construed to limit the authority of the Valley Towns to exercise their jurisdiction over any project application in accordance with duly adopted municipal ordinances and bylaws.
2. In accordance with the MRVPD Articles of Agreement, parties shall participate in the MRVPD by appointing representatives, in the case of the Valley Towns one representative from the Select Board and one representative from the Planning Commission. The CVRPC shall have an ex-officio, non-voting seat on the Steering Committee. Sugarbush shall have formal, non-voting representation on the Steering Committee. Sugarbush and the Valley Towns shall fund the operation of the MRVPD in four equal shares.
3. At the discretion of the Steering Committee, MRVPD staff and resources shall be available to the Valley Towns and Sugarbush for mediation related to any project or proposed action involving the parties.
4. Although the United States Forest Service ("USFS") is not a party to this Agreement the parties recognize that the provisions of this Agreement will assist the USFS in discharging its duties under NEPA, and, to the extent that the USFS desires, the parties agree that it may fully participate in any proceedings established hereunder.
5. The provisions of 10 VSA Chapter 151 ("Act 250") shall be the statutory mechanism by which all issues between or among the parties shall be finally resolved, it being understood that the issuance of a permit, and the conditions attached thereto, or denial thereof, unless appealed, shall conclusively establish that the mitigating actions and environmental safeguards required by NEPA, if any, and the conditions imposed under Act 250, fully and fairly protect all parties' interests with regard to the impacts anticipated or projected at the time the permit is issued; provided, however, that subsequent to the meetings of the parties required by paragraphs 10, 11, 14 and 15 hereof, the parties retain their rights under law, if any, to petition District Commission 5 or the Environmental Board, in light of actual data and impacts generated by Sugarbush's activities, to revise, adjust or reduce existing conditions of any permit or to revoke any permit.

6. The Steering Committee may at its discretion request party status and participation under any and all Act 250 criteria for any and all Act 250 proceedings involving Sugarbush or the Valley Towns. However, nothing contained herein shall be construed to limit the right of any parties to this Agreement to participate in any and all Act 250 proceedings on their own behalf.

7. Notwithstanding any provision of this Agreement, any party to this memorandum may provide information when requested by the District 5 Environmental Commission and the Environmental Board on any matter raised in an Act 250 proceeding involving Sugarbush developments.

8. Nothing in this Agreement alters the Environmental Board and District 5 Environmental Commission's statutory obligation to perform the quasi-judicial functions under Act 250 and the Environmental Board rules.

9. Upon making an application to the District 5 Environmental Commission for an Act 250 permit or to a town board for any action that will subsequently require an Act 250 permit, whichever application is made first, Sugarbush shall furnish the MRVPD with a copy of its permit application.

10. As soon as possible thereafter the parties shall in good faith meet, through the MRVPD Steering Committee, to review, examine, analyze and discuss the application, and to determine the scope of MRVPD review and the need for special studies, if any.

11. The Steering Committee may determine that no MRVPD review is required for an individual application. Such a determination shall not preclude the MRVPD from considering in its future reviews such applications, their impacts, and any mitigation measures or conditions attached to such applications in local or state review processes.

12. If CVRPC determines that it will formally review a project or proposal for which Sugarbush is the applicant or co-applicant, CVRPC shall send the MRVPD written notice of its intent to conduct such a review, a statement of its conclusions from the review, and any recommendations made to the District Environmental Commission.

13. For any project for which it seeks party status, the MRVPD shall send the CVRPC written notice of its intent to seek party status and a written statement of mitigation measures to which the parties have agreed, if any.

14. If during the Steering Committee review all of the parties agree that a special study should be made to analyze a specific issue related to the Act 250 process and propose solutions thereto, the parties shall agree on the scope of any special studies done, and all the parties shall jointly attempt to select an independent and recognized expert to proceed with the study, if deemed appropriate. Expenses for any special study agreed to by the parties shall be paid for by Sugarbush, but if the scope of the special study exceeds that which is necessary to evaluate the impacts of the application, then the cost will be shared by the parties and any other party benefiting from the special study, as determined by the Steering Committee.

15. Upon completion of analysis and any special studies, the parties shall in good faith meet to attempt to forecast jointly from collected data any projected impacts and identify any unanticipated adverse social, economic or environmental impacts which have arisen or will arise on account of Sugarbush's development activities, and attempt to seek mutually agreeable solutions to any problems that the review, examination, analysis and discussions reveal.

16. Upon completion of its review, the Steering Committee of the MRVPD shall submit to the District 5 Environmental Commission and the Valley town with controlling authority, if any, a detailed description of the scope of its review, any impacts identified, and the mitigating actions to which the parties have agreed. The Steering Committee shall also submit a detailed description of any additional mitigating actions to which Sugarbush has not agreed, but which the Steering Committee believes are required for Sugarbush to satisfactorily meet its burden of proof on each Act 250 criterion which the mitigating actions address. The Steering Committee will support the position that by implementing all of the recommended mitigating actions the applicant satisfactorily meets its burden of proof on each Act 250 criterion that the mitigating actions address.

17. Commencing on the date this Agreement is formally signed, the parties shall fully and faithfully participate in the collection and analysis of data under the terms of Sections 18 through 36 of this Agreement.

18. On an annual basis the parties shall meet through the Steering Committee to review and assess in good faith the data collected by the parties in the context of all cumulative impacts occasioned by Sugarbush's development activities and impacts from development, growth, and change in the Valley Towns and surrounding region. The purpose of this meeting shall be to:

- (1) ensure that the mitigating actions and safeguards required by Act 250 and local permits have been and are being carried out;
- (2) measure the accuracy of the parties' projections and predictions against the actual data collected;
- (3) in light of actual data, forecast jointly any new or materially different adverse impacts and/or any impacts that were anticipated but that have not occurred; and
- (4) attempt to arrive at mutually agreeable solutions, including revisions, adjustments and reductions to existing mitigating actions or safeguards and new mitigating actions or safeguards.

19. Data collection shall be the responsibility of the MRVPD, Sugarbush, and CVRPC, as set forth in Paragraphs 23 through 36 below. The MRVPD shall obtain periodic summaries from CVRPC and Sugarbush and perform its own research in order to provide the Steering Committee with an annual data report for use in Act 250 and annual reviews.

20. The monitoring days on which specific data shall be collected by Sugarbush with respect to its operations, as set forth in Paragraphs 24, 25, 26, 32 and 33 below, shall be determined at the regular Steering Committee meeting in September of every year. The MRVPD and Sugarbush shall determine appropriate dates and recommend dates to the Steering Committee for approval.

21. Sugarbush shall pay costs related to monitoring day data collection as set forth in Paragraphs 24, 25, 26, 32 and 33,, its employee residence survey as set forth in Paragraph 29, and maintenance of the traffic counters at the intersection of Route 100 and Route 17, and at the Sugarbush Access Road west of Route 100. The need for additional funding specifically for data collection, if any, shall be determined annually by the Steering Committee.

22. A decision to delete, modify or add to the required data collection items may be made by the Steering Committee upon the joint recommendation of Sugarbush and the MRVPD, based on their review of monitoring day and other data.

23. The MRVPD, Sugarbush and CVRPC shall collect and store data and information as set forth in Paragraphs 24 through 36. The MRVPD shall be the repository for all summary information and reporting.

24. Traffic. CVRPC shall collect and store data from traffic counters at (1) Sugarbush Access Road above Sugarbush Inn; (2) Route 17 west of German Flats Road; (3) Route 17 and Route 100 intersection (3 legs); and (4) Sugarbush Access Road west of Route 100. CVRPC shall provide the MRVPD with a semi-annual summary of monthly Average Daily Trips (ADT) recorded at each station and an annual report on the Level of Service for the Route 17 and Route 100 intersection. Data shall be used to evaluate changes in level of service and ADTs. For monitoring days Sugarbush shall provide the MRVPD with counts of the number of parked cars in the parking lots at Sugarbush South/Lincoln Peak and Sugarbush North/Mt. Ellen.

25. Transit. Sugarbush shall gather and report to the MRVPD the number of buses arriving, total number of bus passengers, and average number of skiers per car on monitoring days. Sugarbush shall provide the MRVPD with data on ridership and utilization of any transit or bus service operated by Sugarbush. Data shall be used to evaluate changes in the average number of skiers per car, number of buses, transit ridership and transit services.

26. Energy. Sugarbush shall gather and report to the MRVPD its monthly peak demand and total utilization, as reported to Green Mountain Power Company. MRVPD shall maintain an annual record of the available capacity at Irasville & Madbush substations based on information from Green Mountain Power Company. Data shall be used to evaluate trends in monthly peak and average power demand

27. Municipal Finances and Services. The MRVPD shall collect and store the following information annually. The MRVPD shall provide an annual summary of the data and relevant trends to the Steering Committee and Sugarbush.

- K-5 and 6-12 enrollment for Warren, Waitsfield, Fayston, Moretown, Waterbury, Duxbury, Roxbury, Granville and Harwood Union.
- School capacity for Warren, Waitsfield, Fayston, Harwood Union
- Total number of fire calls in Warren, Waitsfield, Fayston
- Total number and type of police calls in Warren, Waitsfield, Fayston
- Total number of Valley Ambulance Service calls

- Building permits (number and type) in Warren, Waitsfield, Fayston, Moretown, Waterbury, Duxbury, Roxbury, Granville
- Tax rate(s) in Warren, Waitsfield, Fayston, Moretown, Waterbury, Duxbury, Roxbury, Granville
- Grand list in Warren, Waitsfield, Fayston, Moretown, Waterbury, Duxbury, Roxbury, Granville
- Town expenditures in Warren, Waitsfield, Fayston, Moretown, Waterbury, Duxbury, Roxbury, Granville from town reports
- Births and deaths in Warren, Waitsfield, Fayston

28. Community Services. Sugarbush shall provide to the MRVPD an annual report on its contributions to Valley and other service organizations.

29. Employee Residence and Housing. Sugarbush shall survey and report to the MRVPD the location of residences of its employees in summer and during peak winter employment. Sugarbush shall survey and report to the MRVPD, when available, information on the locations of schools in which employees' children are enrolled and the prior residence (move-in status) of new employees. Such data shall be considered confidential and shall not be released publicly except in summary form and with the prior approval of Sugarbush. The MRVPD shall complete an annual survey of the residence of employees of an appropriate sample of businesses within the Valley Towns. Data shall be used to evaluate secondary housing, traffic and fiscal impacts resulting from employment growth at Sugarbush and in the Valley towns.

30. Housing Markets and Costs. The MRVPD shall maintain current information on median housing values, median rents, and numbers of seasonal and year-round housing units from published sources. Data shall be used to evaluate trends in the Valley's housing stock, conditions and costs.

31. Protected Lands. CVRPC shall maintain a GIS map and database of all protected lands within the Valley Towns and the towns of Roxbury, Duxbury, and Moretown. The MRVPD and Sugarbush shall support CVRPC's work by providing information on land acquisition or protection actions.

32. Ski Area Utilization. Sugarbush shall provide the MRVPD with annual report on the total number of skier days for the season and on MOU monitoring days, and its total comfortable carrying capacity (ccc) for the season. Data shall be used to evaluate changes and trends in skier days and changes in ccc against seasonal weather conditions and Sugarbush's development activities.

33. Wastewater. Sugarbush shall provide the MRVPD with a monthly summary of total wastewater flows from its operations. Data shall be used to evaluate growth in flows relative to Sugarbush's development activities.

34. River Flows/River Quality. Sugarbush shall provide the MRVPD with a copy of its monthly water withdrawal monitoring report to the Vermont Agency of Natural Resources.

35. Population and Demographics. The MRVPD shall maintain current population reports for the Valley Towns, Roxbury, Duxbury, Moretown, Waterbury, Granville, and Washington County, and current State population projection information for the above towns. The MRVPD shall maintain current information (annually at a minimum) on poverty indicators for the above towns from State data sources. Data shall be used to evaluate trends in population growth, demographic indicators, population projections, and poverty indicators.

36. Economic Indicators. The MRVPD shall request 1st and 3rd quarter employment and wage reports from the Vermont Department of Employment and Training. Such data shall be considered confidential and shall only be made publicly available in summary form and with prior approval of the Vermont Department of Employment and Training. The MRVPD shall obtain monthly sales tax and meals & rooms tax receipt reports from the Vermont Department of Taxation. Data shall be used to evaluate trends in tax receipts, employment and wages along with other relevant economic indicators for the Valley Towns, Vermont, Washington County, Roxbury, Duxbury, Moretown, Waterbury and Granville.

37. In conjunction with its operations Sugarbush agrees to continue or institute the services described in Paragraphs 38 through 45 of this Agreement.

38. Sugarbush agrees to continue to supply medical doctors and facilities at the mountain to provide medical care to skiers under the present intern training in orthopedics, or, should said program be discontinued for any reason, to provide for an alternative method of providing for medical care;

39. Sugarbush agrees to continue maintenance and repair of its private roads at the mountain.

40. Sugarbush agrees to continue to supply water and sewage disposal facilities in compliance with state regulation.

41. Sugarbush agrees to make contributions to Valley service organizations as in the past.

42. Sugarbush agrees to continue to offer recreational programs presently used by the local and regional school systems in Warren, Waitsfield, Fayston and Harwood Union.

43. With respect to fire protection: Sugarbush

- (a) Will provide appropriate wording in future deeds to require contributions to support expenses for private fire protection;
- (b) Will train a reasonable number of employees for firefighting duties.

44. With respect to mitigation of traffic, Sugarbush will comply with applicable mitigation measures and permit conditions.

45. Sugarbush agrees to continue to provide its own security for its buildings and lands.

46. Should the parties determine in the course of their actions that any or all provisions of this Memorandum of Understanding have become invalid or require revision in light of changing economic, development, or other conditions, any party may at any time propose an amendment or amendments to the MOU. Such amendments must be agreed to by all parties to this MOU, using the Steering Committee as the forum for discussion. All parties must agree to and sign the revised MOU for such an amendment to take effect.

47. If any provision or clause of this Agreement or the application thereof to any party or circumstance is held to be invalid, such holding shall not affect the validity of its remaining provisions or applications which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

48. The failure of any party to perform faithfully the terms and conditions herein shall not prejudice the rights of the remaining parties.

IN WITNESS HEREOF, the parties have signed this Agreement on this 2nd day of April, 1998:

By: Richard W. McGarry
Richard W. McGarry, Managing Director
and Duly Authorized Agent
Sugarbush Resort Holdings, Inc.

By: Robert Vasseur
Robert Vasseur, Chairman, Select Board
Town of Fayston

By: Robert Messner
Robert Messner, Chairman, Select Board
Town of Warren

By: Elwin Neill, Jr.
Elwin Neill, Jr., Chairman, Select Board
Town of Waitsfield

By: Gunner McCain
Gunner McCain, Chairman
Central Vermont Regional Planning Commission

The undersigned, Hon. Howard Dean, MD, Governor of the State of Vermont, hereby acknowledges the execution of this Memorandum of Understanding on this 2nd day of April, 1998.

Howard Dean
Howard Dean, MD, Governor
State of Vermont