

Attached you will find the additional requested information:

- Fire chief email



Fire Chief response - Conditional use application review.pdf

- Sample rental contract



sample event contract.pdf

- Sample STATE OF VERMONT DEPARTMENT OF FISH AND WILDLIFE License Agreement



sample state agreement.pdf

- Written description if any changes of details to proposed event operation
  - Originally proposed events May-October, updated to June-September in collaboration with Fish and Wildlife request
- State fire Marshall review
  - Meeting letter attached, will pursue occupancy permit after conditional use approval from town prior to commercial events



state fire marshall.pdf

- Clarifications requested in meeting minutes not attached as separate document
  - Square footage of barn
    - 6,190 sq ft total
  - Barn front setback
    - 70' to front corner of milkhouse
- Evidence properties are one lot

Our application is for section 350 conditional use approval. The conditional use we are seeking falls under Section 260 (B) Permitted Uses, Conditional use item 2. Home based business.

Section 260 (A) paragraph 3 states “commercial uses within this area will continue to be primarily home based business, including those that are based out of buildings on the property other than the residence...Adaptive reuse of agricultural buildings is encouraged.”

Section 1000 definitions defines home based business as follows: Home based businesses constitute business operated on the premises of the owner that allow for an expansion of the business beyond the strict confines of a home occupation. Home based business may be allowed in designated zoning districts as conditional uses subject to review under sections 350-358 hereof”

Since the zoning regulations do not define property or premises, we are using parcel to define how the conditional use can be granted per the zoning regulations § 260 (B) conditional uses, item 2. Home based business.

The TOWN OF CORNWALL DEVELOPMENT REVIEW BOARD APPLICATION FOR VARIANCE, CONDITIONAL USE APPROVAL, WAIVER, NON-CONFORMING STRUCTURES AND USES, ACTIVITIES IN FLOODPLAIN, APPEALS, AND SITE PLAN REVIEW requires "a copy of the tax map marking the **subject parcel** and parcels of adjacent owners".

32 V.S.A. § 4152 defines parcel as the following:

**"Parcel"** means all contiguous land in the same ownership, together with all improvements thereon;

Therefore, below is a copy from the Town of Cornwall showing the single parcel owned by us which includes both the house and barn. The primary address is 1776 west street where the house is located and the physical address of the barn listed for directional and safety purposes is 1683 west street. The barn is considered an accessory building which we are adaptively reusing as encouraged in the town plan to operate a home based business.

PAYABLE TO:		<b>Town of Cornwall</b>	
MAIL TO:		2629 Route 30	
		Cornwall VT 05753	
<b>TAX BILL</b>		802-462-2775	
PARCEL ID	BILL DATE	TAX YEAR	Taxes unpaid after November 1, 2020 are considered late. Interest will be charged at 1% per month. An 8% collector's fee is assessed on all tax payments received or postmarked later than May 1, 2021.
080109.6	09/08/2020	2020	
Description: DWL & LAND			
Location: 1776 WEST STREET			
OWNER	SCHAEFER CAMERON & KAYLA		
	1776 WEST STREET		
	CORNWALL VT 05753		
<b>HOUSESITE TAX INFORMATION</b>			
SPAN # 162-051-10729		SCL CODE: 051	
TOTAL PARCEL ACRES		11.38	



K Whittemore &lt;kwhittemore25@gmail.com&gt;

---

**Conditional use application review**

5 messages

---

**K Whittemore** <kwhittemore25@gmail.com>  
To: dberno@shoreham.net

Fri, Apr 2, 2021 at 12:53 PM

Hi Dave,

I left a voicemail in regards to our conditional use permit.

As the fire chief, can you please provide your review in writing in regards to section 355 item 1 which is the capacity of community facilities?

We are looking to do ~12 events May-October at the barn at 1683 west street. We wouldn't allow fireworks or bonfires so do not anticipate any overburden of the fire resources.

Please let me know if you have any questions.

Thanks,  
Kayla

Sent from my iPhone

---

**David Berno** <dberno@shoreham.net>  
To: K Whittemore <kwhittemore25@gmail.com>

Sun, Apr 4, 2021 at 8:55 AM

Hi Kayla

Tried Calling a couple times your mail box is full so could not leave message.

Will be talking to town this week to see what section 355 item 1 is and how best to respond to this.

Thanks

Chief Berno

802-989-3331

Sent from Mail for Windows 10

[Quoted text hidden]

---

**K Whittemore** <kwhittemore25@gmail.com>  
To: David Berno <dberno@shoreham.net>

Fri, Apr 30, 2021 at 1:02 PM

Hi Dave,

Following up on this. Were you able to get clarification? The main thing from section 355 is item 1 - "A conditional use shall not overburden or exhaust existing or planned municipal facilities or services" So we need to ensure that our conditional use would not overburden the fire department resources.

We proposed a maximum of 12 events from May-October. We will not allow bonfires, fireworks, smoking, or open flames during events.

Let me know if you have any questions or need more information.

Thanks,  
Kayla

[Quoted text hidden]

---

**David Berno** <dberno@shoreham.net>  
To: K Whittemore <kwhittemore25@gmail.com>

Fri, Apr 30, 2021 at 3:07 PM

Hi Kayla

I don't foresee that your events will have a negative impact or be overbidding on Cornwall's fire service

Chief Dave Berno

[Quoted text hidden]

---

**K Whittemore** <kwhittemore25@gmail.com>  
To: David Berno <dberno@shoreham.net>

Fri, Apr 30, 2021 at 4:46 PM

Thank you!

Sent from my iPhone  
[Quoted text hidden]

## Barn on the Flats LLC Agreement and Event Policies

LESSEE may use the Property to host a special event ("Event") subject to the following:

- 1) **Authorized uses:** LESSEE is authorized to host a social event, including a party, wedding or other special event on the Property including the use of the outdoors and barn. The number of guests at the Event is limited to \_\_\_ persons, not including vendors and staff. Occupancy capacity of the barn is limited to \_\_\_.
- 2) **Event Date & Time:** The date of the event is \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_. Event set up shall take place no more than two days prior to the scheduled Event Date and time and shall remain in place no longer than two days following the scheduled Event Date and Time.
- 3) **Event Ending Times:** All events must end by 11:00pm on Friday and Saturday evenings and if live music will cease thirty minutes prior to the end time of the event.
- 4) **Event Contact Person:** LESSEE agrees to designate a contact person for the Event, who is approved by the LESSOR. Said Event contact person shall oversee and coordinate all activities during the Event. The Event contact person shall, at LESSEE's sole cost and expense shall
  - a. Work with LESSOR's designated representative or with the LESSOR directly as reasonably required by the LESSOR.
  - b. Obtain and provide evidence of the insurance as required
  - c. Obtain and provide evidence of all permits, licenses and approvals required to host the Event
  - d. Assume responsibility for all guests, vendors, and invitees on the Property during the Event. LESSOR shall have a contact person of its own on site during the event and during set up and take down.
- 5) **Public Access Parking and ROW:** LESSEE acknowledges that the Property contains a shared ROW and parking area. The parking area shall be used for loading and unloading of supplies associated with events. Only ADA parking of vehicles associated with events will be allowed to park in the parking area to avoid conflicts with the public who may be utilizing the parking area for access. Members of the public have priority use of the parking area and ROW. Users of these areas may be carrying firearms or other supplies for hunting purposes. In addition, land managers will have access to the parking area and ROW at all times, regardless of whether events are scheduled to occur or are underway. Event attendees will be required to remain on the event premises. The ROW is also shared with a working farm. LESSEE agrees that they have informed their guests, invitees and vendors of these risks and dangers, and LESSEE assumes any and all responsibility for their guests, invitees and vendors using basic safety and common sense. They shall avoid touching any fencing, opening or closing any gates on the Property or walking into an open pasture where animals are present.
- 6) **Parking:** Vehicles shall only be parked in the area designated by the LESSOR in paragraph 5 above. Guests should be encouraged to car-pool or bus.
- 7) **Vendors:** LESSEE agrees to provide a list of all vendors for the Event at least 30 days prior to the Event Date. List shall include a primary contact name, phone number and address. Final floor plans, set-up instructions and a delivery schedule from all vendors (i.e. florists, caterers, musicians) must be confirmed.

\*\*\*NOTE: This is a sample contract

- 8) **Caterers and Alcohol:** All liquor must be served by an insured and licensed caterer. LESSEE shall provide a copy of all Caterers License and permits as required within thirty day of the Event Date. LESSEE or Caterers must provide their own trash and recycling containers at the Event and must remove them within the agreement period.
- 9) **Tent:** LESSEE agrees to notify LESSOR of the size of any tent to be erected on the Property within 30 days of the Event Date. LESSEE is responsible for obtaining any required municipal permits to erect the same. Set up must be in pre-approved location.
- 10) **Restroom Facilities:** LESSEE, at their sole expense, shall rent portable bathrooms to accommodate the number of guest, vendors, and invitees. LESSEE shall submit the rental receipt to the LESSOR at least thirty days prior to Event.
- 11) **Photographs:** LESSOR reserves the right to use any on-site photographs for promotional purposes only.
- 12) **Decorations:** LESSEE shall obtain approval before displaying signage or decorations to prevent damage to the Barn and Property. The use of confetti in any form is prohibited. Additional lighting, props or special set-ups must be pre-approved by LESSOR or designates representative.
- 13) **Fire hazards:** No Smoking is permitted. Candles, open flames, sparklers, and fireworks are strictly prohibited in and around the barn.
- 14) **Personal Property and Lost and Found:** All personal property placed or stored in or on the Property by LESSEE, shall be at the sole risk of the LESSEE and LESSOR shall not be liable for any loss, damage, theft or destruction to such personal property. LESSEE agrees to remove from the Property any personal property left on the Property by the LESSEE's vendors, caterers, invitees or guests.
- 15) **Clean Up:** All garbage, decorations and/or personal items must be removed from the property before 12:00 noon of the day following your event. Failure to do so will result in a \$\_\_\_\_\_ deduction from LESSEE's security deposit. LESSOR is not responsible for personal items that are not picked up.
- 16) **Special Event Liability Insurance:** LESSEE shall submit proof of Event Liability Insurance to the LESSOR thirty days prior to the Event. Either a copy of either a homeowner's insurance policy showing \$1,000,000 liability insurance or a general liability policy for their business or association listing Barn on the Flats LLC (LESSORS) harmless. LESSORS are not responsible for tents, tables, or other equipment brought on site. The LESSEE assumes full responsibility for any injury, theft, loss or damages to its guests, to a guest's property, furnishings or to any third party.
- 17) **Indemnification:** Lessors assume no liability for any injury, loss or damage resulting from the Event. LESSEE agrees to indemnify and hold Lessors harmless from any claims arising out of the LESSEEs event. Such hold harmless shall include reasonable attorney's fees and costs
- 18) **Compliance with Laws:** LESSEE is solely responsible for compliance with any and all municipal and state laws. LESSEE shall, at their sole expense, obtain and maintain any necessary permits, licenses or other forms of permission necessary to use the Property. LESSEE shall not use the Property in any manner that would violate any local, state, or federal laws or regulations. LESSEE hereby indemnifies LESSOR, their employees, agents, heirs, successors for any damages, penalties, fines, suits, actions or other costs including attorney fees arising out of or in

\*\*\*NOTE: This is a sample contract

connection with LESSEE's violation of any local, state, or federal laws, rules, regulations or ordinances related to LESSEE's use of the Property.

- 19) **Changes:** This Agreement constitutes and fully integrates the entire understanding between the LESSOR and LESSEE and is intended to supersede and cancel all prior written or oral understandings between them dealing with the subject matter hereof. This Agreement may not be changed orally, but only in writing, signed by the party against whom enforcement of any waiver, change, amendment, modification, extension or discharge is sought. This contract does not create a joint venture or agency relationship. LESSEE acknowledges having had the opportunity to inspect the venue and accepts it "as is." Barn on the Flats LLC reserves the right to make changes and/or improvements to the property and/or physical structures.

By completing the following information, LESSEE acknowledges that they have read this agreement in its entirety and understand and agree to the terms of the agreement and have received a copy thereof. Please SIGN, DATE AND RETURN THIS FORM within 10 days of making your reservation.

Barn on the Flats LLC or any of their partners or employees, shall not be held liable for nonperformance of this contract when such nonperformance is attributable to labor troubles, accidents, government regulations, transportation availability of food and/or beverages, riots, acts of God or other causes, which are beyond the reasonable control of Lessors or interfere with the performance of Lessors.

Thank you for choosing Barn on the Flats to host your event and for your kind regard to the terms of this agreement.

LESSEE NAME and SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

LESSOR NAME and SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**LICENSE AGREEMENT**  
**between**  
**KAYLA AND CAMERON SCHAEFER**  
**and the**  
**STATE OF VERMONT DEPARTMENT OF FISH AND WILDLIFE**

This License is made and entered into on this X day of June 2021, by and between Kayla and Cameron Schaefer of the Town of Cornwall in the County of Addison and State of Vermont, hereinafter called Licensors, and the State of Vermont, through its Fish and Wildlife Department, an agency of a sovereign State with its Capital located in the City of Montpelier, hereinafter called Licensee. This License shall replace the License previously executed by the parties.

The purpose of the License is to allow members of the public to use the licensed premises for the purpose of gaining access to the Lemon Fair WMA to participate in wildlife-based recreation and to enter and leave said premises and to drive through and to park in order to accomplish such activities.

It is mutually agreed by and between the parties, in consideration of and under, the terms and conditions set forth in this License Agreement, that the Licensors do hereby authorize and license the Licensee to use the following described premises:

A parcel of land situated along West Street in Cornwall, Vermont: consisting of approximately .05 acres with an access from West Street. The parcel has not been surveyed but has been mapped and is shown in Exhibit 1.

The terms, conditions, and covenants agreed to are:

1. TERM: The Term of the license shall be five (5) years, the date(s) of execution notwithstanding, commencing August 1, 2020, and continuing through August 1, 2025. The License Agreement shall automatically renew for the same terms unless either party gives written notice otherwise within 30 days of the date of expiration.
2. FEE: The Licensee has paid the Licensors as rental for said premises, a lump sum of \$755.00. Note that \$5.00 was for the license fee and \$750.00 was to cover Licensors' legal fees for review of the original License Agreement upon which this updated License Agreement is based. Unless otherwise agreed by the parties, it is agreed that \$5.00 will be the automatic renewal fee.
3. CONDITIONS: The license shall be subject to the following terms and conditions:
  - a. The premises are to be used by the Licensee to provide public access to the Lemon Fair Wildlife Management Area (WMA). The premises shall be open to the public to park vehicles and to view wildlife from the premises, and to Licensee to monitor public access and manage the premises.



- b. During the term of this license, Licensee shall keep the licensed premises free from solid waste and debris. Upon notice to Licensee by the Licensors that the licensed premises are not free from solid waste and debris, the Licensee shall remove all solid waste and debris and clean the premises within 48 hours. If the Licensee fails to comply with this condition, Licensors may, after the 48 hours prior notice to Licensee, remove the solid waste and debris, clean the licensed premises and receive reimbursement from the Licensee for the actual costs and expenses of removing the solid waste and debris.
- c. During the term of this License Agreement, Licensee shall maintain the parking area and driveways contained within the licensed premises in a properly graded and graveled condition. Licensee will install materials to delineate the parking area. Said materials will be agreed upon by the Licensors and Licensee. If the Licensee fails to comply with this condition, Licensors may give the Licensee 30 days-notice of intent to grade and restore the licensed premises with the application of new gravel. If the Licensee fails to correct the deficiency after receiving notice from the Licensors, then the Licensors may proceed with the work and receive reimbursement from the Licensors for its actual costs and expenses in accomplishing said action.
- d. Licensors may use the parking area up to two (2) times per month from June through September, for loading and unloading of supplies associated with events as permitted by the Town of Cornwall permit #####, provided that such use shall not interfere with the public access permitted by this License. If Licensors use the parking area for loading or unloading during events per Town of Cornwall permit #####, Licensors will be responsible for removing debris and trash from the parking area after events, and for maintaining the parking area surface in a condition that allows for the public to safely use the parking area, at no cost to the Licensee. No vehicles associated with events will be allowed to park in the parking area to avoid conflicts with the public who may be utilizing the parking area for access. Licensors may use the parking area for events associated with this agreement on other dates not specified above with prior approval from Licensee, subject to the same conditions.
- e. Licensors may use the designated Right of Way (ROW) up to two (2) times per month from June through September for activities associated with events as permitted by the Town of Cornwall permit #####, provided that such use shall not interfere with the public access and Licensee access permitted by the ROW and this License. When Licensors use the designated ROW for access to event parking, Licensors will be responsible for maintaining and upgrading the ROW to a condition that is acceptable to the Licensee such that farm equipment, utility vehicles, and/or pedestrian traffic are able to safely use the ROW. This may include but is not limited to grading and the addition of gravel. Licensors may use the ROW for events associated with this agreement on other dates not specified above with prior approval from Licensee, subject to the same conditions.
- f. Licensors agree to employ measures to manage event activities to limit use of the parking area and ROW such that event attendees will not disrupt their intended uses and prevent public access to the Lemon Fair Wildlife Management Area, regardless of the day of the

week or time of day events occur. Event attendees will be required to remain on the event premises as indicated in a map that will be presented to them upon arrival. The event premises have been identified in the attached map as Exhibit 2.

- g. Event planners will be informed of the restrictions on the parking area and ROW and will be informed that members of the public have priority use of the parking area and ROW. Users of these areas may be carrying firearms or other supplies for hunting purposes. In addition, land managers will have access to the parking area and ROW at all times, regardless of whether events are scheduled to occur or are underway.
  - h. Licensee or Licensors may terminate this License Agreement based on a violation of the terms and conditions of this License Agreement by the other party. It is further agreed between the parties that the Licensee and Licensors shall have the right to terminate this License Agreement or decline to renew the license by giving the other party at least thirty (30) days' prior written notice of intention to terminate.
  - i. Licensee is an agency of the sovereign State of Vermont and is self-insured. The Licensee will act in an independent capacity and not as officers or employees of the Licensors. Liability coverage for the use of the premises under this License Agreement shall be pursuant to 12 V.S.A. § 5601 as now constituted or hereafter amended.
  - j. ASSIGNMENT: This license is issued to the Licensee herein named and is not assignable without prior written permission of the Licensors.
- 4. PERMITS, RULES, AND REGULATIONS: The Licensee shall obtain and maintain, at its own expense, all permits or licenses for the licensed activity and the Licensee shall not violate the terms or conditions of any of those permits or licenses.
  - 5. BUILDINGS AND STRUCTURES: No buildings or structures shall be erected upon the premises, other than those specifically authorized. Licensee may install and maintain a kiosk within the area to provide information and instruction to the public.
  - 6. VEGETATION AND MAINTENANCE: No trees may be removed from the premises without prior approval from the Licensors except documented hazard trees. Licensee or assigned contractor shall mow the premises periodically to ensure that no trees or shrubs are established in the parking and viewing areas. Licensee agrees to a one-time payment for materials including 3 sapling shade trees and PVC fencing for the upgrade to the parking area. Licensors agree to conduct the labor for this upgrade. Labor fees will be paid by the licensee as long as the cumulative annual fees for maintenance, including mowing, are under the fiscal year budget of \$1000. Any future anticipated expenses beyond the annual budget of \$1000 will be discussed and negotiated between the licensee and licensors prior to May 15 of each year, or in time for budget planning associated with the new fiscal year which falls on July 1.

LICENSOR

Date \_\_\_\_\_

\_\_\_\_\_  
Kayla Schaefer

Date \_\_\_\_\_

\_\_\_\_\_  
Cameron Schaefer

LICENSEE

Date \_\_\_\_\_

\_\_\_\_\_  
Louis Porter, Commissioner  
STATE OF VERMONT  
DEPARTMENT OF FISH AND WILDLIFE



Vermont Department of Public Safety  
**DIVISION OF FIRE SAFETY**  
Office of the State Fire Marshal, State Fire Academy and State Haz-Mat Team  
firesafety.vermont.gov



☐ Barre Regional Office  
1311 U.S. Route 302 - Berlin, Suite 500  
Barre, VT 05641  
[phone] 802-479-4434  
[fax] 802-479-4446

☒ Rutland Regional Office  
56 Howe Street, Building A, Suite 200  
Rutland, VT 05701-3449  
[phone] 802-786-5867  
[fax] 802-786-5872

☐ Williston Regional Office  
380 Hurricane Lane, Suite 101  
Williston, VT 05495-2080  
[phone] 802-879-2300  
[fax] 802-879-2312

☐ Springfield Regional Office  
100 Mineral Street, Suite 307  
Springfield, VT 05156-3168  
[phone] 802-885-8883  
[fax] 802-885-8885

### FIRE INSPECTION RESULTS

Site Id: 104509

#### Structure Information

Name: 1776 West Street  
Structure Id: 104509

Address: 1776 West Street  
CORNWALL, VT 05753

#### Owner Information

Owner: Kayla Schaefer (BO 115039)  
eMail: kwhitemore25@gmail.com

Address: 1776 West Street  
CORNWALL, VT 05753

#### Building Description

Risk Index: Smoke Det:  
Const Type: CO Detect:  
Occ Type: Fire Alarm:

Occupants:  
Stand Pipe:  
Sprinkler:

Units:  
Floors: 1  
Sq Feet:

#### Project Description

Name: Event barn  
Type: Building Project Received: 06/28/2021 Workitem Id: 465145

#### Inspection Detail

Insp Date: 06/28/2021 Insp Type: Other  
Comply By: Occ Granted: No  
Inspector: JOSHUA MAXHAM (S 91231)  
With: Owner

Violations:  
Hazard Index: Level 1

#### Violations and Notes

On Monday April 19, I met with Kayla Schaefer (802-989-2249) at an existing barn. Kayla would like to use the barn as an event space. This meeting was a general meeting to go over some code requirements if the barn was to be used as an event space. Once a more definite plan is made than more accurate code requirements can be used. This report is only for general information and more requirements may apply to this building depending on uses and occupant load. Bellow are some general requirements:

- 1) Buildings used as a dance hall, discotheques, nightclubs, have festival type seating or have an occupant load greater than 300 shall be protected by a sprinkler system. VT is allowing a fire alarm system to be installed in lieu of a sprinkler system for wedding type venues.
- 2) Exit doors and doors in the means of egress shall be typical doors not less than 36 inches wide that swing out in the direction of egress with panic hardware when the occupant load exceeds 50. The number and location of doors will be dependent on the occupant load.
- 3) The building shall be made handicap accessible.
- 4) If portions of the building are closed off and used for other purposed such as storage then these areas shall be separated by two hour construction.
- 5) Interior finish shall be class A or B
- 6) Upon activation of the fire alarm system all music shall be shut off by the fire alarm and if lights are dimmed be brought back up to full light.
- 7) Travel distance to an exit shall not exceed 200 feet.
- 8) Exit and emergency lights shall mark the exits.

Occupancy for this space is not granted at this time until a permit is submitted to the Division of Fire Safety and all code requirements are met and approved.