

Appeal Period Expires 9/14/18  
 Zoning District CTR + BDC

**Town of Essex, Vermont**  
**Application for Zoning Permit**  
 www.essex.org

Application Date 1/1  
 Permit Number 2018-183

All construction is to be completed in accordance with the Town of Essex Zoning Regulations and any/all federal or state regulations now in effect. You are required to post this permit in a conspicuous location on the property during the appeal period and it must remain posted throughout the construction period. **You are required to contact the necessary state agencies to obtain state permits @ 477-2241 (Jeff McMahon, Permit Specialist).**

Any interested person may appeal the decision of the Zoning Administrator to the Zoning Board of Adjustment within fifteen (15) days of the permit's date of issuance. Commencing construction within this fifteen (15) day appeal period is prohibited by law.

Signed: Ann M. Eustis

**A** Parcel Account Num. (Map-Parcel-Lot) 2- 058-018 000  
 (found in Town Assessor's Office)  
 Property Address : 5 Towers Road  
 Owner: Town of Essex - G.M.A.A.  
 Owner Address: El Main St, Essex Junction, VT  
 Owner Phone: (work) \_\_\_\_\_ (home) \_\_\_\_\_  
 (cell) \_\_\_\_\_ (Email) \_\_\_\_\_  
 Contact Contractors name: Steve Eustis Phone: 878-4385  
Event Dates: Cell: 662-0078  
 Estimated Construction Dates: Start: 9/15/18 Completion: 9/15/18  
 Sq. Feet: \_\_\_\_\_ Estimated Cost (labor & materials): \$ \_\_\_\_\_

**G**

Check box(es) which describe proposed use or construction (circle choice in parenthesis).  
 N = New A = Addition R = Remodel

<i>Residential:</i>	N	A	R
Single Family	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Two-family (duplex)(other)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Multi-family	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Condominium / Townhouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mobile home	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Inclusions or Additions:</i>			
Garage (attached) (detached)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Porch (enclosed) (open)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deck	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool (in) (above) ground	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barn (residential) (agriculture)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Non-residential:</i>			
Commercial / Industrial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Stormwater:</i>			
Stormwater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Erosion Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Other:</i>			
Change in use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Miscellaneous	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Renewal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*(ROAD RACE)*

**B** Sewage Disposal (Please attach Sewer or Septic Application).  
 Public  Private  Connection Fee \$ \_\_\_\_\_ Date Paid: 1/1  
 Proposed New Bedrooms: \_\_\_\_\_ Existing Bedrooms N/A

**C** Water (Please attach Water Service Application).  
 Public  Private  Fee \$ \_\_\_\_\_ Date Paid: 1/1

**D** Driveway (Please attach copy of approved Curbcut / Utility Application).  
 Date of approval 1/1 N/A

**E** Stormwater N/A  
 Project disturbs an area greater than or equal to 1 acre – Erosion Control Permit Required. Attach completed permit application.  
 Project creates new or expands existing impervious surface greater than or equal to 1/2 acre – Erosion Control Permit and Stormwater Management Permit required. Attach completed permit application.

**F** Diagram – Show a sketch of project on reverse of this application with property lines, building, and setbacks or attach separate sheet.

**G** see attached  
Steve Eustis  
 Signature of Tenant and  
 Signature of Owner

**Office Use Only**

Fees:	Type	Amount	Date Pd
Permit		\$ <u>8.5</u>	<u>8/29/18</u>
Recreation		\$ _____	<u>8/29/18</u>
Recording		\$ <u>10</u>	<u>1/1</u>
Certificate of Occ		\$ _____	<u>1/1</u>
Other		\$ _____	<u>1/1</u>

Approved  Rejected  Date 8/29/18  
 Issued to: TOWN OF ESSEX + G.M.A.A.  
 Zoning Administrator: Sharon Kelley  
 Notes: \_\_\_\_\_  
 C.O. Required Yes  No

## 15<sup>th</sup> Annual common to Common 30K – Saturday September 15, 2018

The race starts and finishes at Memorial Hall. Parking is managed by volunteers. Once the Memorial Hall lot fills up, cars are directed to Essex Elementary School to park and people will walk over.

The race starts at 8:30am and runners head out Towers Road and turn right onto Chapin Road into Westford. 3 miles of the course is in Essex. The finish happens in reverse. There will be 60-110 runners. Runners will be on Chapin Road within 5 minutes and be fully spread out. The runners finish over a 2 hour period from about 10:15 to 12:15pm.

We have volunteers in orange vests with orange flags at intersections. The volunteers do not stand in the road or stop cars, but rather provide visibility that there is a race and make sure the runners follow the right course. There are also a couple temporary large sandwich board signs that let drivers know a road race is in progress. There are no cones on the road. Car travel is not impeded.

I have physical therapists at each aid station and all volunteers are in phone contact with each other and Memorial Hall. Runners sign a waiver (see below). Insurance is provided by USATF (attached). The event is sanctioned by USATF which has high standards for a race being hosted in a safe way.

### **Race waiver everyone signs:**

"In consideration of the acceptance by the Green Mountain Athletic Association (GMAA) of my entry in this race, I hereby release and agree to hold harmless GMAA, their officers, directors, officials, participants, members and volunteers, and all parties involved in the race (including sponsors, staff, towns, property owners, RRCA or USATF), their successors and assigns, from any and all negligence, gross negligence, willful misconduct, liability, loss, claims and demands that may accrue from any loss, damage or injury, including death, permanent injury, paralysis or disfigurement in any way related to the race, occurring before, during and after the race including transportation to and from the race, from any cause whatsoever, including rescue operations. I voluntarily, in reliance on my own judgment and ability, hereby assume all the risks from loss, damage, injury, including death, permanent injury, paralysis and disfigurement to myself and my property from any cause in connection with the race. I acknowledge that participation in this race is a potentially hazardous event, and that I should not participate unless I am medically able and properly trained, and that even if I am medically able and properly trained, there are known and unknown hazards, foreseeable and unforeseeable, that are beyond the control of any of the above named entities and individuals, including GMAA.

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE ABOVE NAMED ENTITIES AND INDIVIDUALS, INCLUDING GMAA, FOR ANY REASON IN ANY WAY RELATED TO THE RACE ON MY OWN BEHALF OR ON BEHALF OF THE MINOR I AM REGISTERING. If I, or anyone on my behalf, or on behalf of the minor I am registering, assert a claim against GMAA or any of the above named entities or individuals, I agree to hold them harmless and to indemnify them from any litigation expenses, including attorneys' fees, which may be incurred as a result of the claim. I hereby agree that the laws of the State of Vermont shall apply to the interpretation of this waiver, to the validity of my electronic signature, and to any claim that may be asserted in connection with this race. I further agree that the venue for any such claim shall be in the Chittenden Superior Court, Burlington, Vermont.

I have entered into this agreement freely and voluntarily without inducement, promise or representations made by GMAA, their officers, directors, officials, participants, members and volunteers, and all parties involved in the race organization (such as sponsors, staff, towns, RRCA or USATF), their successors and assigns. I have had the opportunity to ask any questions of the above listed entities concerning the race and this waiver and release.

I hereby authorize GMAA or its designee to take and use photographs of me, or the minor I am registering, for any lawful purpose, including, but not limited to, posting on its website.

I agree to follow all GMAA and RRCA rules, which include a ban on skates, bicycles, skateboards, baby joggers, earphones and pets.

If a court decides that any portion of this waiver and release is not enforceable or is invalid, then the remainder of the agreement shall remain in full force an effect, with the offending portion being stricken.

I UNDERSTAND AND AGREE THAT ALL OF THE TERMS TO THIS WAIVER AND RELEASE SHALL APPLY TO ME, THE MINOR I AM REGISTERING, MY HEIRS AND ASSIGNS.

BY CLICKING ON THE ACCEPTANCE BUTTON PROVIDED IN CONNECTION WITH THIS WAIVER AND RELEASE, I HEREBY AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE, AND I FURTHER REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO AGREE TO THIS WAIVER AND RELEASE, EITHER ON MY OWN BEHALF, OR ON BEHALF OF THE MINOR I AM REGISTERING FOR THIS RACE, AND MY OR THE MINOR'S HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS."

