

Agenda Summary
February 14, 2023

Item A-7
Tree Tapping Contract – Burt Spring Lot

Summary: The Town of Stowe annually issues a special use permit to Steve Pierson of 2618 Waterbury Road to place taps on sugar maple trees on the Burt Spring Lot located on Stowe Hollow Road.

Town Plan Impact: N/A

Fiscal Impact: The contract stipulates a base fee of Twenty-five Dollars (\$25.00) plus an annual fee at the rate of seventy-eight cents (\$0.78) per tap, up to 1,000 taps.

Recommendation: Move to approve the renewal of the tree tapping agreement.

TOWN OF STOWE
SPECIAL USE PERMIT

In consideration of a base fee of Twenty-five Dollars (\$25.00) plus an annual fee at the rate of seventy eight cents (\$0.78) per tap, up to 1,000 taps, due upon signing of this yearly permit and adherence to the terms and conditions set forth herein, the Town of Stowe, Water Department, hereinafter called TOWN, issues to STEVE PIERSON of 2618 Waterbury Road, Stowe, Vermont, permission to place taps in sugar maple trees on the so-called Burt Spring Lot of 10 acres located on Stowe Hollow Road in the Town of Stowe, County of Lamoille, State of Vermont.

1. The initial fee for this permit shall be \$25.00, plus an annual \$0.78 fee for each tap @ 800 taps.
2. This permit will begin upon signing and expire on May 30, 2025; however, it may be terminated at any time upon thirty (30) days written notice by either the Permittee or the TOWN.
3. Taps shall be limited according to the diameter of each tree at breast height (4 feet above ground) as follows:

| <u>DBH</u> | <u>NO. OF TAPS</u> |
|---------------|--------------------|
| under 12" | 0 |
| 12 – 18" | 1 |
| 18" and above | 2 |

4. The permit area shall be maintained and left in a condition satisfactory to the TOWN upon termination of this permit. No roads shall be made or maintained. All taps and buckets will be removed promptly upon termination of their use and prior to the termination date of May 30, 2025.
5. No trees are to be cut without prior written permission of the TOWN.
6. The TOWN reserves the right of ingress and egress to the area at any time.
7. In the event of revocation of this permit, the TOWN shall be under no obligation to refund any costs incurred by the Permittee.
8. This permit is renewable upon acceptance of the annual fee by the TOWN by February 1st of each year.

It is understood that is instrument is not to be construed as a lease or to create any other enduring rights whatsoever. Any and all expenditures or other reliance on or expectation of continuity shall be entirely at the risk of the aforesaid Permittee, and shall not give rise to any rights, remedies, or relief, the result of which would give the Permittee any rights of have this permit continued beyond the thirty-day notice period as provided herein if and when given to STEVE PIERSON by the TOWN.

In witness whereof, the parties hereto have signed these presents this __ day of _____, 2024.

witness

Charles Safford, Town Manager

witness

Steve Pierson, Permittee
Stowe Maple Products
(802) 253-2508