

Agenda Summary
September 25, 2024

Agenda Item No. C-1
Other Business – Manager’s Report

June Storm: On September 11 the President approved the Major Disaster Declaration for the June storm. Staff will plan to move forward with the FY’25 paving program in the operating budget before the end of the fiscal year.

Property Tax Information: Enclosed are a chart and table comparing property tax allocations between FY14 and FY25. The analysis compares the total property taxes assessed and how much was allocated to the municipality, school district, and the state education fund. It is worth noting that in 2014 income sensitivity adjustments made up 4.15% (\$1,574,546) of the total property taxes assessed, compared to 1.46% (\$1,036,700) in 2024. Income sensitivity adjustments apply to homestead households that fall below a certain income threshold and are dependent on home value, making them eligible for a tax adjustment that reduces the amount of property tax owed.

Local Option Tax Information: Enclosed are charts and tables showing data over time of local option tax revenues from FY17 to FY24.

Act 250 Notices: The following Act 250 notices were issued:

More information was requested for a project at 281 Cape Cod Road, which proposes a 12-lot subdivision with additional remaining lands. On proposed lot 1 (0.74 +/- acres) there is an existing 4-unit apartment building, on proposed lots 2-12 there will be one single family home per lot. Each new single family home lot will be between 0.12 +/- acres and 0.24 +/- acres. There is a 664 +/- foot private road proposed for access to residences off of Cape Cod Rd. Municipal sewer and water will be utilized.

<https://anrweb.vt.gov/ANR/Act250/Details.aspx?Num=5W1623>

We received notice of a petition to abandon a permit. This permit was originally issued in 1974 for a 78-unit condo project located on a 156-acres tract off West Hill Road. The project was not commenced and there is has no intention of commencing the project.

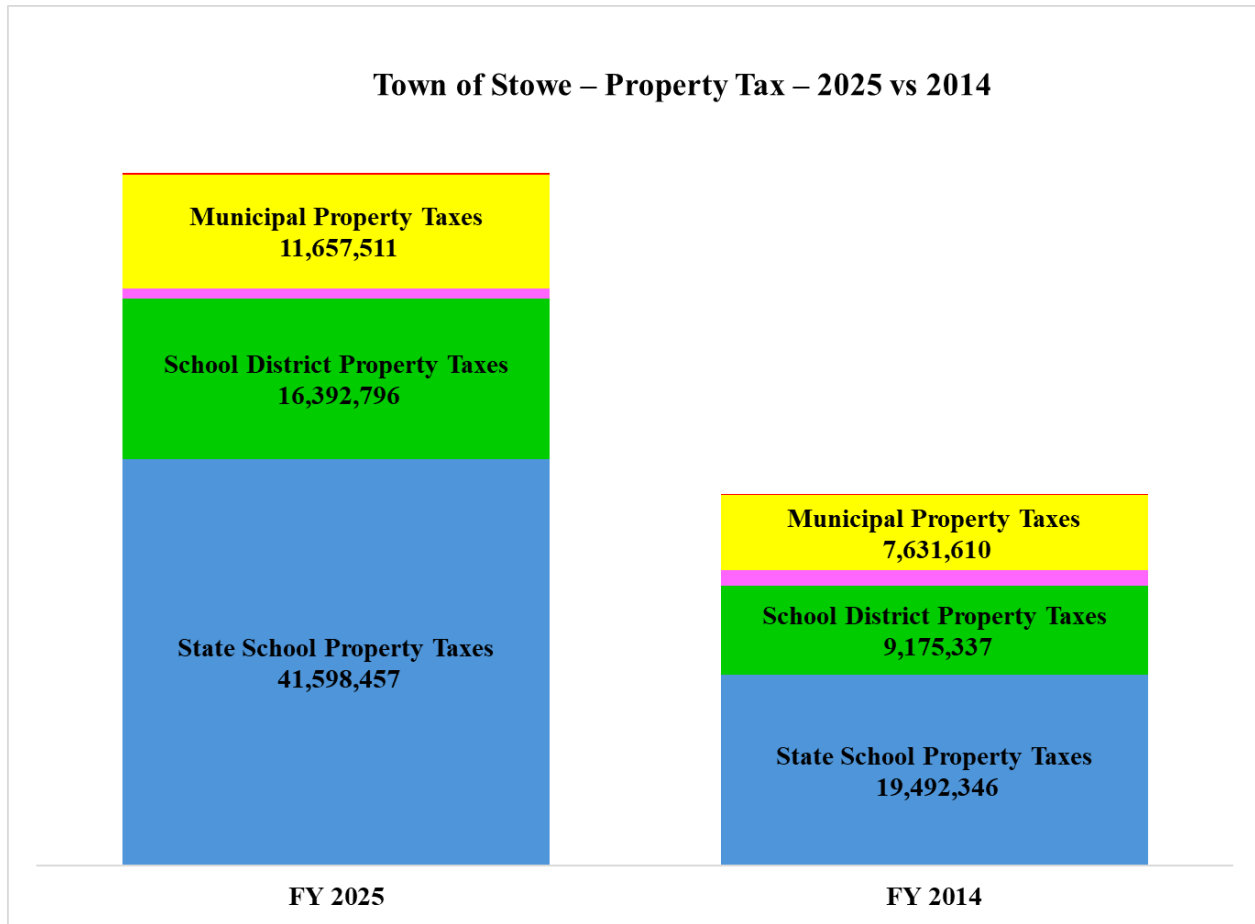
<https://anrweb.vt.gov/ANR/Act250/Details.aspx?Num=5L0220>

Minutes: Enclosed are the following minutes:

- Development Review Board – September 17
- Planning Commission – September 16
- Conservation Commission – September 9
- Housing Task Force – September 4

Recommendation: No action is necessary. This time is set aside to ask questions of a general nature and for the public to be heard on any issue not on the regular agenda that does not require Selectboard action and is of a non-personnel nature.

Town of Stowe – Property Tax – 2025 vs 2014



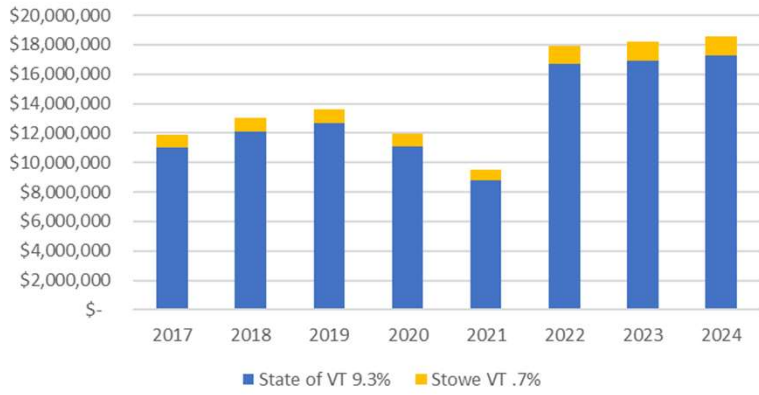
| | FY 2025 | FY 2014 | \$ Difference | % Difference |
|--|---------------|---------------|---------------|--------------|
| Grand List | 5,294,214,300 | 2,040,365,700 | 3,253,848,600 | 159% |
| Total Property Taxes Assessed | 70,816,239 | 37,938,818 | 32,877,421 | 87% |
| State School Property Taxes | 41,598,457 | 19,492,346 | 22,106,112 | 113% |
| School District Property Taxes | 16,392,796 | 9,175,337 | 7,217,459 | 79% |
| Income Sensitivity School & Municipality | 1,036,700 | 1,574,546 | (537,846) | -34% |
| Municipal Property Taxes | 11,657,511 | 7,631,610 | 4,025,900 | 53% |
| State Agent Fees | 130,775 | 64,978 | 65,796 | 101% |
| CPI-U Northeast (1982-84 = 100) | 325 | 254 | 72 | 28% |

Income Sensitivity as a % of Total Property Taxes Assessed:

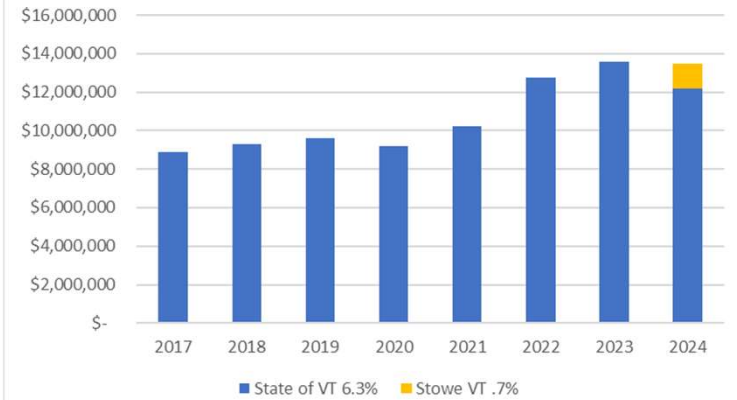
2014 – 4.15%

2025 – 1.46%

Stowe Rooms, Meals, Alcohol Tax



Stowe Sales & Use Tax



| Meals/Rooms/Alcohol Receipts | | |
|------------------------------|------------------|--------------|
| Year | State of VT 9.3% | Stowe VT .7% |
| 2017 | \$ 11,038,894 | \$ 830,884 |
| 2018 | \$ 12,099,664 | \$ 910,727 |
| 2019 | \$ 12,647,192 | \$ 951,939 |
| 2020 | \$ 11,094,194 | \$ 835,047 |
| 2021 | \$ 8,826,904 | \$ 664,391 |
| 2022 | \$ 16,669,693 | \$ 1,254,708 |
| 2023 | \$ 16,931,965 | \$ 1,274,449 |
| 2024 | \$ 17,279,910 | \$ 1,300,638 |

| Sales & Use Tax | | |
|-----------------|------------------|--------------|
| Year | State of VT 6.3% | Stowe VT .7% |
| 2017 | \$ 8,871,310 | |
| 2018 | \$ 9,275,447 | |
| 2019 | \$ 9,610,632 | |
| 2020 | \$ 9,192,019 | |
| 2021 | \$ 10,223,080 | |
| 2022 | \$ 12,738,808 | |
| 2023 | \$ 13,580,307 | |
| 2024 | \$ 12,187,292 | \$ 1,278,248 |



State of Vermont Natural Resources Board
District 5 Environmental Commission
10 Baldwin Street, Montpelier, VT 05633-3201
802-476-0185
<https://nrb.vermont.gov/>

September 13, 2024

Dana Percy dba Dale E. Percy Inc.
269 Weeks Hill Rd
Stowe, VT 05672
and
Dana and Peter Percy
1885 Weeks Hill Road
Stowe, VT 05672
and
Sarah Heneghan, Project Engineer
Grenier Engineering
PO Box 445
Waterbury, VT 05676

Subject: Application 5W1623, Dale E. Percy Inc. and Dana and Peter Percy, Stowe
Incomplete Application; Additional Information Required.

Dear Recipients:

I have reviewed the above-referenced application submitted on August 30, 2024. Pursuant to Act 250 Rule 10(D), the application is deemed incomplete for the reasons that follow. Therefore, the time and notice requirements pursuant to 10 V.S.A. Chapter 151 (Act 250) will not be initiated.

Criterion 1(B) i: The Schedule B states that stumps may be buried on site above the seasonal high- water table. The scope of development would seem to preclude on-site burial of stumps. Please provide a site plan that depicts the location(s) designated for stump burial.

Criterion 8 j: The Schedule states “yes” in response to a question regarding whether the project tract is likely to contain a pre-historic Native American archaeological site. Has DHP been contacted for verification/comment?

Criterion 9(B): Please advise of the status of review by the Agency of Agriculture.

Criterion 9(A) b: Please provide a dollar amount estimate of the tax revenues the project will generate.

Criterion 9(F): The Schedule B states that the draft HOA document includes a requirement that each residence be “solar ready”. There doesn’t appear to be a reference to solar in the draft; please indicate the section/page where solar readiness is required.

Please complete your submission as follows:

- Attach the required documents described above to an email addressed to the Act 250 regional email in-box: NRB.Act250Barre@vermont.gov and copy all persons listed on the Certificate of Service (COS) attached to this letter.
- If the required documents add up to greater than 3 MB in size, upload them to the NRB’s FTP site (GlobalScape: <https://gs.anr.vermont.gov>) (see the Act 250 Application Guide for instructions: <http://nrb.vermont.gov/documents/application-guide-act-250>). After you have uploaded documents to the NRB’s FTP site, email the Act 250 regional email in-box (NRB.Act250Barre@vermont.gov) and the District 5 Coordinator to inform them that the files have been uploaded.

Please attach a certificate of service to each of your emails that identifies how, when, and to whom the supplemental materials were distributed as required by statute. Application review will continue after the application has been revised with the additional information requested.

Please contact me if you have any questions.

Sincerely,

/s/ Susan Baird

Susan Baird, District 5 Coordinator
District 5 Environmental Commission
susan.baird@vermont.gov

This is a jurisdictional opinion issued pursuant to 10 V.S.A. § 6007(c) and Act 250 Rule 3(A). Any party may file within 30 days from the date of a decision of the District Coordinator a request for reconsideration with respect to the jurisdictional opinion, pursuant to Act 250 Rule 3(B). Any reply to a request for reconsideration shall be filed within 15 days of the service of the request, unless otherwise provided by the District Coordinator.

Any person aggrieved by an act or decision of a District Commission or District Coordinator, or any party by right, may appeal to the Environmental Division of Vermont Superior Court within 30 days of the act or decision pursuant to 10 V.S.A. § 8504. Such appeals are governed by Rule 5 of the Vermont Rules for Environmental Court Proceedings. The appellant must file a notice of appeal with the clerk of the court and pay any fee required under 32 V.S.A. § 1431.

The appellant must also serve a copy of the Notice of Appeal on the Natural Resources Board and on other parties in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. The Natural Resources Board’s copy may be sent to NRB.Legal@vermont.gov and/or 10 Baldwin Street, Montpelier, VT 05633-3201.

Please note that there are certain limitations on the right to appeal, including interlocutory appeals. See, e.g., 10 V.S.A. § 8504(k), 3 V.S.A. § 815, and Vermont Rule of Appellate Procedure 5. For additional information on filing appeals, see the Court’s website at: <http://www.vermontjudiciary.org/GTC/environmental/default.aspx> or call (802) 951-1740. The Court’s mailing address is Vermont Superior Court, Environmental Division, 32 Cherry Street, 2nd Floor, Suite 303, Burlington, VT 05401.

The foregoing statements regarding requests for reconsideration and appeals are intended for informational purposes only. They neither supplant any rights or obligations provided for by law nor do they constitute a complete statement of the rights or obligations of any person or party.

CERTIFICATE OF SERVICE

I hereby certify that I, Lori Grenier, Natural Resources Board Technician, District 5 Environmental Commission, sent a copy of the foregoing "Incomplete Application" letter regarding land use permit application 5W1623 by U.S. Mail, postage prepaid, on this September 13, 2024 to the following individuals without email addresses and by electronic mail to the following individuals with email addresses:

Note: Any recipient may change its preferred method of receiving notices and other documents by contacting the District Office staff at the mailing address or email below. If you have elected to receive notices and other documents by email, it is your responsibility to notify our office of any email address changes.

Dale E. Percy Inc.
Attn: Dana Percy
269 Weeks Hill Rd
Stowe, VT 05672
matt@dalepercyinc.com

Agency of Natural Resources
1 National Life Drive, Davis 2
Montpelier, VT 05620-3901
anr.act250@vermont.gov

Peter and Dana Percy
1885 Weeks Hill Rd
Stowe, VT 05672

/s/ Lori Grenier
Natural Resources Board Technician
802-476-0185
NRB.Act250Barre@vermont.gov

Sarah Heneghan
PO Box 445
Waterbury, VT 05676
sarah@grenierengineering.com

Grenier Engineering,
Attn: Chris Austin
chris@grenierengineering.com

Stowe Selectboard
PO Box 730
Stowe, VT 05672
wfricke@stowevt.gov

Stowe Planning Commission
PO Box 730
Stowe, VT 05672
smcshane@stowevt.gov

Lamoille County Planning Commission
PO Box 1637
Morrisville, VT 05661
Seth@lpcvt.org
georgeana@lpcvt.org



Dept of Historic Preservation
State of Vermont
1 National Life Drive, Davis Bldg, 6th Floor
Montpelier, VT 05620-0501

February 29, 2024

RE: Proposed 12 lot Subdivision, Rivers Edge Subdivision, 281 Cape Cod Rd, Stowe VT

Dear Yvonne and Scott,

Please find attached a Historic Preservation project review cover form, new proposed site plan, location map, and aerial photo.

Rivers Edge subdivision at 281 Cape Cod Rd in Stowe is preparing to submit an Act 250 application for a proposed new 12 lot subdivision.

This project is proposing a 12-lot subdivision with additional remaining lands. On proposed lot 1 (0.74 +/- acres) there is an existing 4-unit apartment building, on proposed lots 2-12 there will be one single family home per lot. Each new single family home lot will be between 0.12 +/- acres and 0.24 +/- acres. There is a 664 +/- foot private road proposed for access to residences off of Cape Cod Rd. Municipal sewer and water will be utilized.

The proposed subdivision is partially located on a previously disturbed fill site that is cleared, and partially on a wooded, gradual sloped area. On the aerial photo there is a depiction of where the previously disturbed area is located. There are test pits that prove this was a fill area, we would be happy to supply these if necessary. There is the Stowe Bike Path that is located between the river and the project area.

If you could please review the attached material and give us a determination on if this project is within an area of interest for the Department of Historic Preservation that would be much appreciated.

Thank you for your time in considering this matter. Please do not hesitate to contact our office with any further questions.

Respectfully,

Sarah Heneghan

Sarah Heneghan
Project Engineer
Grenier Engineering, PC

HISTORIC PRESERVATION PROJECT REVIEW COVER FORM

Please complete this form and attach it to the top of all information submitted to this office for review.
Accurate and complete forms will assist in the timely processing and response to your request.

1. DOES THIS INFORMATION RELATE TO A PREVIOUSLY SUBMITTED PROJECT? Please check box.

If you have checked this box and noted the previous Project Review (PR) number assigned by this office you do not need to continue unless any of the required information below has changed.

1a. PREVIOUS PROJECT REVIEW NUMBER or PROJECT NAME

TOWN

COUNTY

2. IS THIS A NEW PROJECT?

Please check box

If you have checked this box you will need to complete ALL of the following information

Project Name

Location

You MUST include street number, street name and/or County, State or Interstate route number if applicable.

Point Data

GIS Coordinates/Location Information/UTM Latitude-Longitude

City/Town/Village

List the correct city/town/village in which your project is being undertaken.

County

If the undertaking covers multiple towns/counties please email a list defining all towns/counties included with your digital submission at ACCD.Projectreview@vermont.gov.

PLEASE PROVIDE A BRIEF DESCRIPTION OF THE PROJECT (include a more detailed summary or cover letter describing the details of your project as an attachment.)

The Historic Preservation Review Process in Vermont

In order to insure that historic preservation is carefully considered in publicly-funded or permitted undertakings, there are laws at each level of government that require projects to be reviewed for their potential impact/effect on historic properties.

These laws include:

- **10 V.S.A. Chapter 151 - Act 250/Criterion 8** - For projects requiring a new Act 250 permit or an amendment to an existing permit.
- **Section 248** - Public Service Board - For projects requiring a Certificate of Public Good.
- **22 V.S.A. Chapter 14** -The Vermont Historic Preservation Act - For projects with state involvement in the form of funding, licenses or permits.
- **Section 106 of the National Historic Preservation Act of 1966** - For projects with federal involvement in the form of funding, licenses or permits.

Regulations on line at: <http://accd.vermont.gov/historic-preservation/resources-rules>

Project review consists of identifying a project's potential impacts to historic buildings and structures, historic districts, historic landscapes and settings, and to known or potential archaeological resources. Project review is a consultative process between the applicant and the Division. Applicants are encouraged to contact our office as early as possible in the project planning process. We can assist in identifying historic resources in the project area and provide guidance on how to evaluate and avoid potential adverse effects to those resources as an outcome of the project. While protecting historic resources, this can save you time and money in the development of your project.

TYPE OF REVIEW REQUIRED/REQUESTED (Please answer both questions)

1. Does this action involve a permit approval or funding, now or ultimately from any other governmental agency?

Yes **No** If yes, list agency name(s) and permit(s)/approval(s) **Don't Know Yet**

Agency Involved

- Section 106 Section 248 - PSB
 22 VSA Other
 Act 250

2. Does the project site involve or is it near a property listed or recommended for listing in the Vermont State or National Registers of Historic Places? **Yes** **No** **Unknown**

ALL PROJECTS SUBMITTED FOR REVIEW SHOULD INCLUDE THE FOLLOWING MATERIALS

- Project Description** – Attach a full description of the nature and extent of the work to be undertaken as part of this project. Relevant portions of project applications to other state and/or federal agencies and environmental statements may be submitted if applicable.
- Location Map** - Include a map locating the project in the community. The map must clearly show street and road names surrounding the project area as well as the location of all portions of the project. Appropriate maps to include are USGS quadrangle map or google map.

- Site Plan** – The site plan should include the project boundaries and areas of proposed excavation and construction, as applicable.
- Project Plans** – Architectural and/or engineering plans drawings, etc.
- Photographs** - Photographs may be scanned black-and-white prints, digital images, color prints or color photo copies; save them as either JPEGS or in a PDF format. Standard (black & white) photocopies are not accepted.

Architecture

Are there any **resource(s)** (buildings, structures such as bridges, walls, culverts, and objects), districts or landscapes within the project area? Yes No If no, please skip to the Archaeology section.

If yes, please submit the following information: To research a building click on the link to access our [Online Research Center](#)

- The resource is 50 years old or older - Approximate age(s):
- The resources(s) are listed in the State or National Register of Historic Places
 - Individually part of a historic district Unknown
- Photographs of **each** resource or streetscape within the project area, with captions, along with a photo key. (Digital photographs are accepted. All photographs must be clear, crisp and focused.)
- If the project involves rehabilitation, demolition, additions, or alterations to existing buildings or structures, provide additional photographs showing detailed project work locations. (i.e. Detail photo of windows if window replacement is proposed.)

Archaeology

Does the proposed undertaking involve ground-disturbing activity? Yes No

If yes, please submit the following information:

- Description of current and previous land use and disturbance.
- Available information concerning known or suspected archaeological resources within the project area (such as cellar holes, wells, foundations, dams, etc.)

Please note that for many projects an architectural and/or archaeological survey or other additional information may be needed to complete the review process.

CONTACT PERSON FOR PROJECT

Name & Title

Firm/Agency

Address

City State Zip

Phone

email

Sarah Heneghan

From: Basque, Yvonne <Yvonne.Basque@vermont.gov>
Sent: Thursday, March 28, 2024 2:22 PM
To: Sarah Heneghan
Cc: Chris Austin; Peebles, Elizabeth
Subject: RE: Rivers Edge Subdivision - 281 Cape Cod Rd, Stowe
Attachments: Rivers Edge, Stowe_Predictive Model.pdf

Hi Sarah,

Thanks for sending along the information for the Rivers Edge Subdivision. This project area is highly sensitive for Precontact archaeology, and we recommend that a Phase I investigation be completed. I'm attaching the environmental predictive model which shows a score of 92, well over the threshold of 32.

Let me know if you need anything from us or if you would like us to speak with your consultant while developing the scope of work for the investigation.

Thank you,
Yvonne

Yvonne Benney Basque (she/her)
Historic Resources Specialist – Archaeologist
Vermont Department of Housing and Community Development
1 National Life Dr, Davis Bldg, 6th Floor | Montpelier, VT 05620-0501
(802) 505-1020
yvonne.basque@vermont.gov
<https://accd.vermont.gov/historic-preservation>

From: Sarah Heneghan <sarah@grenierengineering.com>
Sent: Thursday, February 29, 2024 10:49 AM
To: ACCD - Project Review <ACCD.ProjectReview@vermont.gov>
Cc: Basque, Yvonne <Yvonne.Basque@vermont.gov>; Dillon, Scott <Scott.Dillon@vermont.gov>; Chris Austin <chris@grenierengineering.com>
Subject: Rivers Edge Subdivision - 281 Cape Cod Rd, Stowe

Some people who received this message don't often get email from sarah@grenierengineering.com. [Learn why this is important](#)

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Good Morning Yvonne and Scott,

Attached is the attached Project Review Cover Form, Cover Letter, Site Plan, and Aerial Photo for the Rivers Edge Subdivision project. We would love your input on if you feel this project will have an effect on any historic sites. Please let us know if you have any further questions or comments.

Thank you so much,

Sarah Heneghan

From: Jorge Garcia <Jorge.Garcia@uvm.edu>
Sent: Thursday, May 9, 2024 4:06 PM
To: Matt Percy; Sarah Heneghan
Cc: John Crock; Chris Austin; Catherine Quinn
Subject: RE: Rivers Edge Subdivision - 281 Cape Cod Rd, Stowe
Attachments: RIVER'S EDGE SUBDIVISION DEVELOPMENT PROJECT ARA UVM CAP Report No 1597.pdf

Hi Matt

We completed the ARA report and highlighted the archaeologically sensitive areas in Figure 26. We are recommending a Phase I survey for the sensitive areas only and were able to write off a large segment on the north of the property that has been extensively disturbed. Let me know if you want us to send the report to DHP for concurrence and if you want us to get a proposal together for the recommended Phase I survey.

Best

Jorge

Jorge L. Garcia, Ph.D.
(He/him/his)
Research Assistant Professor
Assistant Director
UVM Anthropology/Consulting Archeology Program
111 Delehanty Hall
Burlington, Vermont 05405
802-656-1346

From: Matt Percy <matt@dalepercyinc.com>
Sent: Monday, April 29, 2024 10:12 AM
To: Jorge Garcia <Jorge.Garcia@uvm.edu>; Sarah Heneghan <sarah@grenierengineering.com>
Cc: John Crock <John.Crock@uvm.edu>; Chris Austin <chris@grenierengineering.com>; Catherine Quinn <Catherine.Quinn@uvm.edu>
Subject: RE: Rivers Edge Subdivision - 281 Cape Cod Rd, Stowe

Great.

From: Jorge Garcia <Jorge.Garcia@uvm.edu>
Sent: Monday, April 29, 2024 9:59 AM
To: Matt Percy <matt@dalepercyinc.com>; Sarah Heneghan <sarah@grenierengineering.com>
Cc: John Crock <John.Crock@uvm.edu>; Chris Austin <chris@grenierengineering.com>; Catherine Quinn <Catherine.Quinn@uvm.edu>
Subject: RE: Rivers Edge Subdivision - 281 Cape Cod Rd, Stowe

Hi Matt

**ARCHAEOLOGICAL RESOURCES ASSESSMENT
RIVER'S EDGE SUBDIVISION DEVELOPMENT PROJECT
281 CAPE COD ROAD,
STOWE, LAMOILLE COUNTY, VERMONT**



Submitted to:

**Mathew Percy
Dale E. Percy Inc.
269 Weeks Hill Road
Stowe, VT 05672**

Submitted by:

**Consulting Archaeology Program
University of Vermont
180 Colchester Ave
111 Delehanty Hall
Burlington, Vermont 05405**

May 2024

Report 1597

**ARCHAEOLOGICAL RESOURCES ASSESSMENT
RIVER'S EDGE SUBDIVISION DEVELOPMENT PROJECT
281 CAPE COD ROAD,
STOWE, LAMOILLE COUNTY, VERMONT**

Submitted to:

Mathew Percy
Dale E. Percy Inc.
269 Weeks Hill Road
Stowe, VT 05672

Submitted by:

Kathleen Kenny
and
Jorge Garcia Ph.D.

University of Vermont
Consulting Archaeology Program
111 Delehanty Hall
180 Colchester Avenue
Burlington, VT 05405

UVM Report No. 1597
May 2024.

INTRODUCTION

The proposed River's Edge Subdivision project area includes a substantial portion of an approximately 14.75-acre property located at 281 Cape Cod Road, Stowe, Lamoille County, Vermont (Figure 1). The project includes the construction of twelve residential/commercial structures along with all necessary access roads and utilities (e.g., water and sewer) (Figures 2-4). The section of the sewer line running under the West Branch will be installed using directional boring.

The University of Vermont Consulting Archaeology Program (UVM CAP) prepared this Archeological Resources Assessment (ARA) to help satisfy permitting requirements under the Vermont Act 250 and Section 106 National Historic Preservation Act, as amended. The goal of the ARA was to determine 1) the general sensitivity for historic and/or precontact Native American archaeological resources in the proposed project's APE and 2) whether further archaeological studies will be required as the project proceeds.

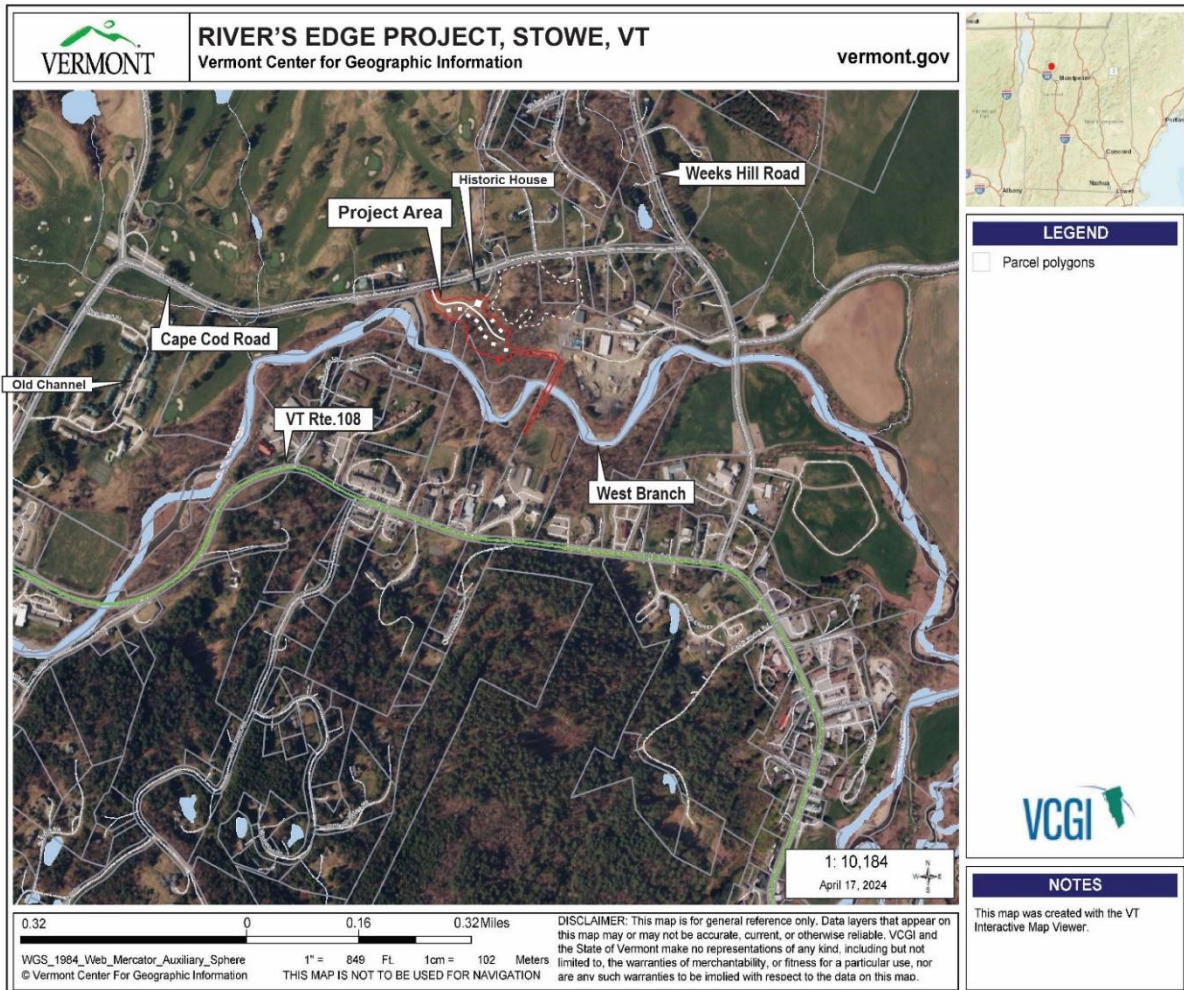


Figure 1. Location of the proposed River's Edge Subdivision Development Project, in Stowe, Lamoille County, Vermont.

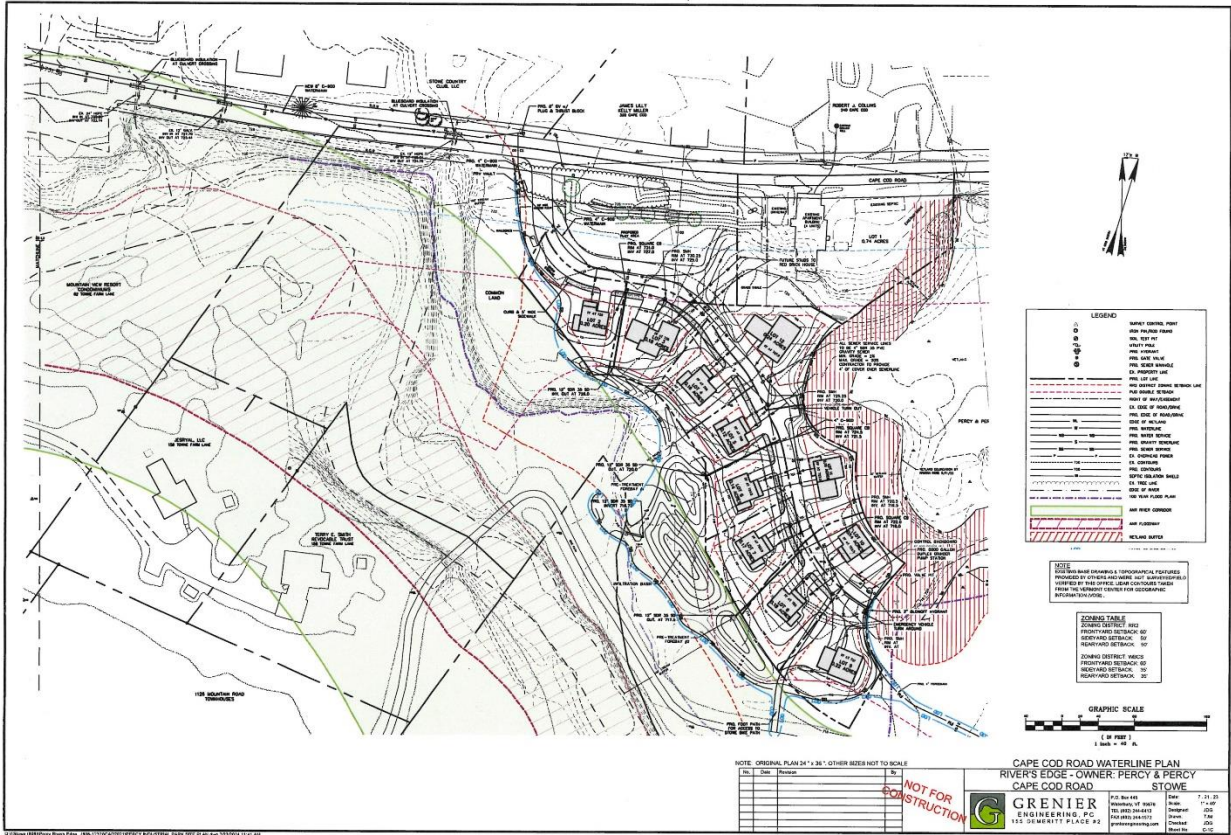


Figure 3. Detail of the project plans showing the proposed buildings and drives for the River's Edge Subdivision Development Project, in Stowe, Lamoille County, Vermont.

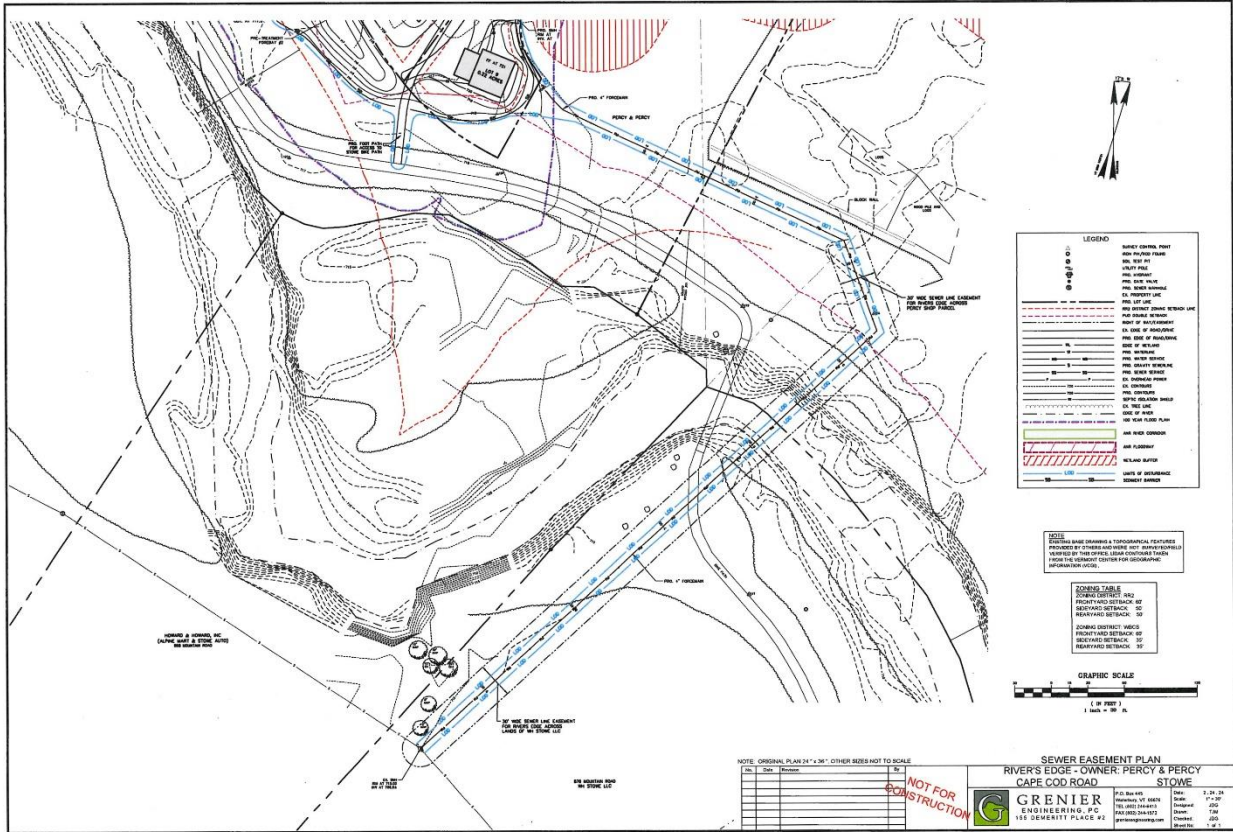


Figure 4. Detail plan of the proposed sewer line for the River's Edge Subdivision Development Project, in Stowe, Lamoille County, Vermont.

A variety of records were used in the preparation of this report including historic maps, land records, newspapers, town histories, probate records, vital records, photographs, and aerial imagery. On-line databases used to access historical information included: www.https://newspapers.com; www.https://findagrave.com; and www.https://Ancestry.com. Aerial imagery was accessed through the Vermont Center for Geographic Information's website at www.https://vcgi.vermont.gov/; at the Vermont Archives and Records Administration Center in Middlesex, Vermont; at the University of Vermont's Howe Library's Map Room in Burlington, Vermont; and through Google Earth. Land records were accessed at the Stowe Town Clerk's Office in Stowe, Vermont. The files of the Vermont Division for Historic Preservation (VDHP) were accessed through the Vermont Agency of Commerce and Community Development's Online Resources Center (ORC) at www.https://orc.vermont.gov. Secondary sources were checked on-line at www.https://books.google.com/ and at https://www.hathitrust.org. Environmental information was drawn from the Vermont Center for Geographic Information's website; the USDA's Natural Resources Conservation Service's Web Soil Survey website at www.http://websoilsurvey.nrcs.usda.gov; and from the Vermont Agency of Commerce and Community Development's Online Resource Center website.

ENVIOMENTAL SETTING

The town of Stowe is in the Green Mountain physiographic region of Vermont. This region is part of the Appalachian Mountain system and the topography generally ranges from rolling to rugged (Thompson, Sorenson, and Zaino 2019:61; Vermont Bureau of Publicity 1914:113-114). Stowe is bounded east by the Hogback Mountains and west by the Green Mountains (Vermont Bureau of Publicity 1914:113-114). Elevations range from about 600 ft amsl in the Litte River Valley (formerly known as the Waterbury River) up to 4,395 ft amsl on top of Mt. Mansfield (VTCGI 2024). Although much of the town is either hilly or mountainous, a broad area around the lower reaches of the West and East Branches of Little River “there is a large level valley” or area of “table land” composed of glacial outwash and glacial lake deposits (*News and Citizen* August 13, 1896; Vermont Bureau of Publicity 1914:113-114; VTCGI 2024). The soils in town vary “from a clay loam to a sandy loam” and the forest cover includes “spruce, hemlock, birch, maple, ash, and basswood” (Vermont Bureau of Publicity 1914:113-114).

The project area is located on the West Branch of the Little River a short distance above Stowe Village (Figures 5 and 6). The West Branch rises in the northwest part of Stowe. It is fed by numerous brooks originating on the slopes of Mt. Mansfield, Sterling Mountain, and Dewey Mountain and flows southeastwards for about 8.7 miles falling about 2,500 ft (from 3,200 to 700 ft amsl) (Bear Creek Environmental 2010:3; *News and Citizen* August 13, 1896; Pierce 1917:211; VTCGI 2024). At Stowe Village, the West Branch unites with the East Branch to form the Little River (Bear Creek Environmental 2010:3; *News and Citizen* August 13, 1896). From the confluence of its two branches, Little River runs southwards a little over 11 miles to join the Winooski River in Waterbury (VTCGI 2024). The project area is located about 1.2 mi above the West Branch’s confluence with the East Branch.

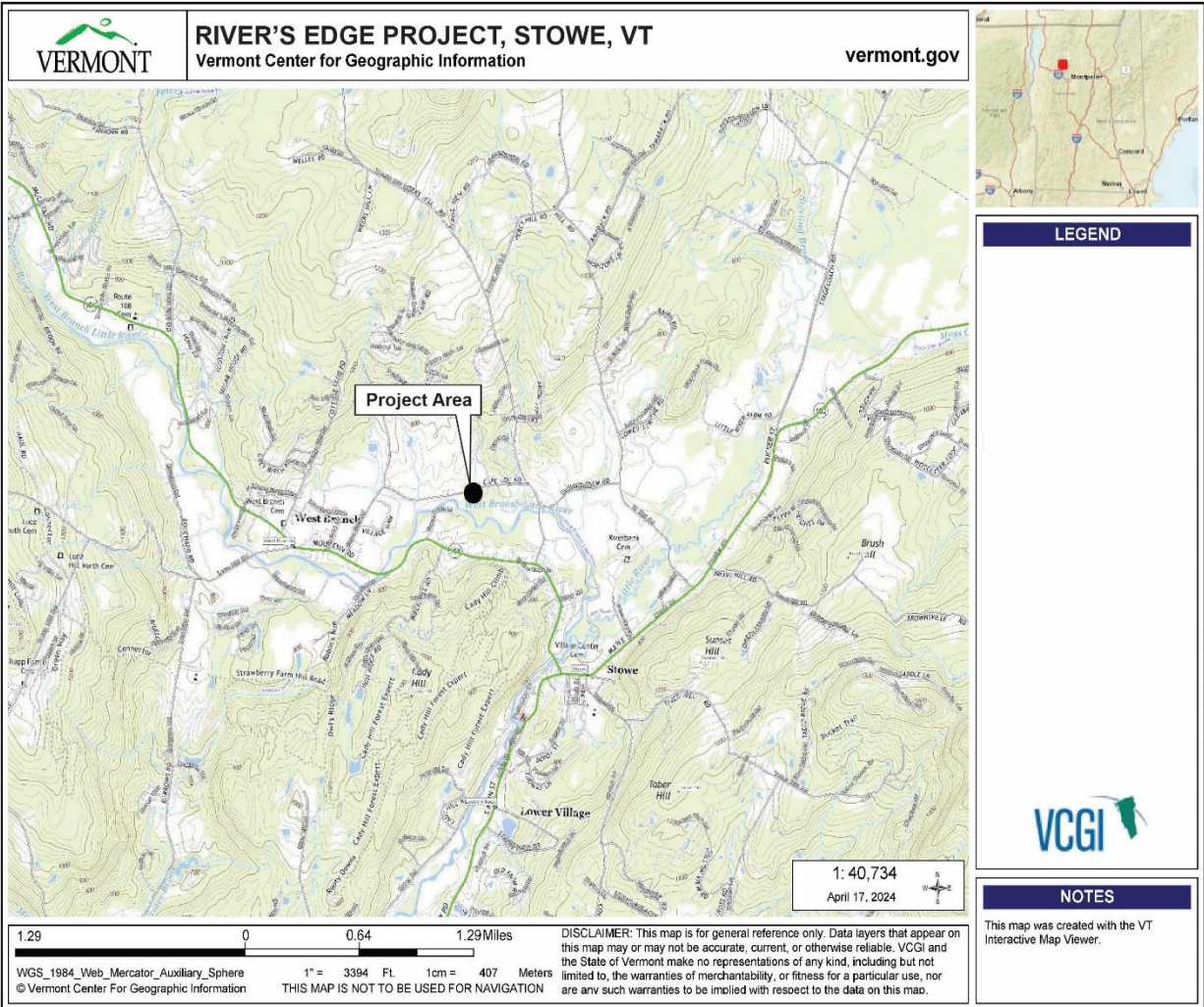


Figure 5. Map showing the location of the River's Edge Subdivision Development Project, in Stowe, Lamoille County, Vermont, in relation to the surrounding topography and hydrology (VTCGI).

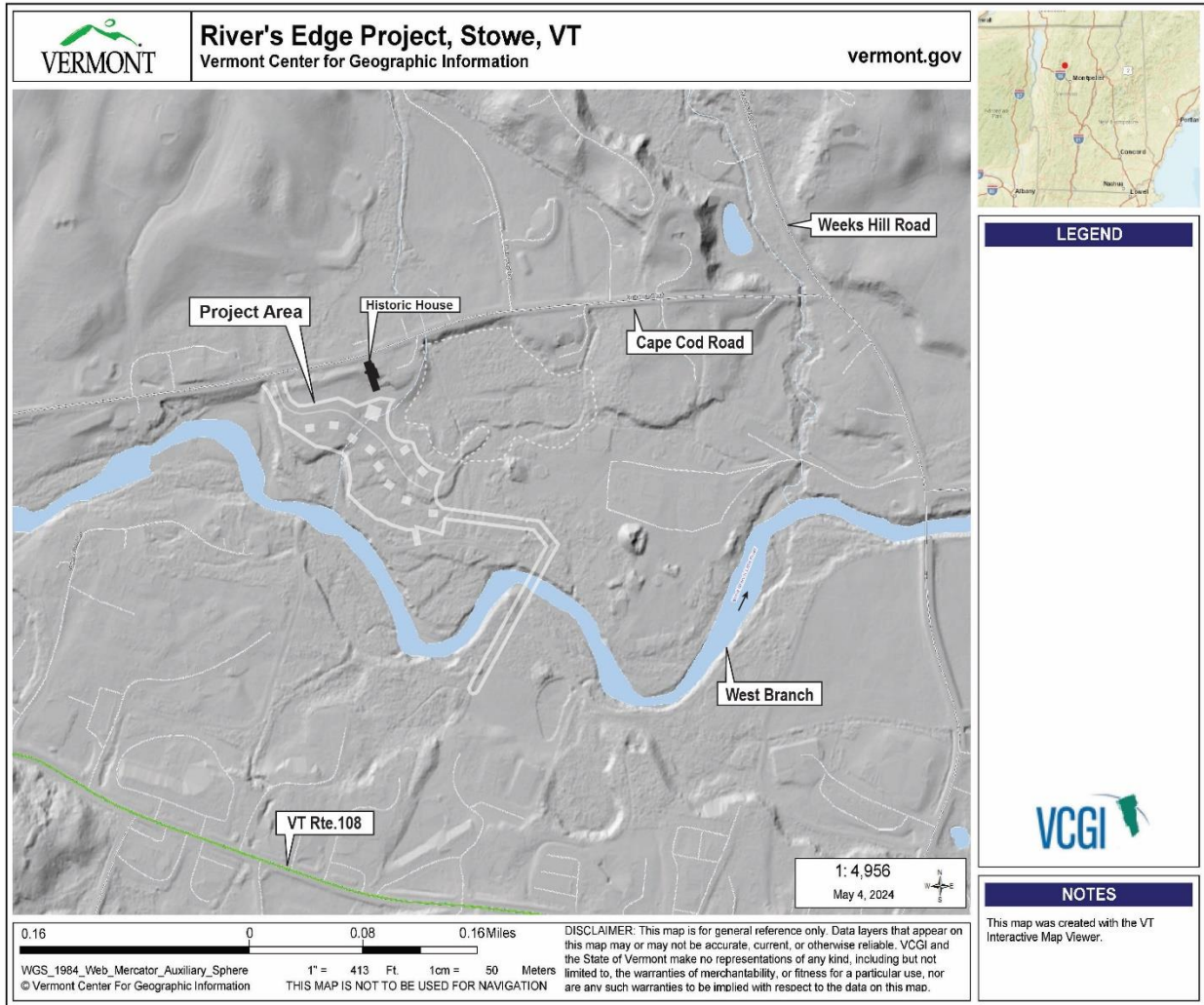


Figure 6. LiDAR image for the River's Edge Subdivision Development Project, in Stowe, Lamoille County, Vermont (VTCGI 2024).

The West Branch is a dynamic stream and it “periodically cuts into substantial portions of property just upstream from the village” (see Figure 6) (*Times Argus* August 9, 1973). The West Branch has changed its course near the project area several times throughout the historic period often prompting the addition of fill to repair flood damage and/or the installation of erosion control barriers (Figures 7-11). For example, in 1901, it was reported that an unseasonable snow melt and heavy rain had,

“brought the most disastrous freshet which Stowe has known for years. Early Sunday morning the West Branch River, which drains a large territory and is the outlet of many mountain streams, had risen so that the low meadows back of the village were several feet under water and strewn with driftwood etc. until they resembled a map of the bad lands” (*News and Citizen* December 18, 1901).

In 1909, it was reported that,

“on Cape Cod Road near A.A. Boyce where extensive filling and fortification was made two years ago, the stream has worked in back of the filling and several rods of the road is gone in front of the house and there is another washout further south that enters the road. The bridge across the Barrows Brook at the Lucius Sallies place is gone” (*Waterbury Record* April 20, 1909).

In 1911, it was reported that, “the melting snow on the mountains have raised the streams to an unusual height. The West Branch is washing away the land on both banks on the George S. Wade farm¹ near the large washout several years ago” (*News and Citizen* May 3, 1911).²

Elevations within the project area range from about 713 to 733 ft amsl (VTCGI 2024). The current project area can be divided into three different zones: the upper flat just west of the historic house; a mid-range flat south of the historic house, and a slightly lower strip of land closer to West Branch for the proposed sewer line. According to the NRCS soil survey, the expected soil in the highest part of the project area is likely to be of the Duxbury-Colton series. Duxbury soils are formed on skeletal sandy-gravelly glaciofluvial deposits mantled by loamy or sandy outwash deposits. A typical profile in a historically altered environment often includes an upper horizon of dark grayish brown fine sandy loam or silt loam (Ap); underlain by dusky red silt loam (Bhs); a dark reddish brown gravelly fine sandy loam (Bs); a dark yellowish brown gravelly fine sandy loam (BC) and a mixed gray and pale brown very gravelly sand (C). Colton soils are similarly formed in glacio-fluvial deposits. A typical profile consists of a grayish brown gravelly loamy sand (Ap); underlain by a dark reddish brown gravelly loamy sand (Bhs); a reddish brown gravelly loamy sand (Bs); a yellowish brown very gravelly sand (BC); and a pale brown to grayish brown extremely gravelly sand (C). The expected soil type in the lower portions of the project area is Rumney fine sandy loam. This is poorly drained alluvial soil that may be flooded every few years. The typical profile includes an upper plowzone of very dark grayish brown very fine sandy loam (or silt loam) (Ap), underlain by either a Bw or a dark grayish brown fine sandy loam (Bg1); a grayish brown sandy loam with redox features (Bg2); and then an olive gray loamy sand with redox features (Cg) with up to 50 percent gravel content.³

¹ The former George Wade property is immediately west of the project area.

² The flood history of the West Branch is incomplete, however, other 20th century high water events potentially involving the lower portion of the project area may have occurred in 1917, 1927, 1936, 1937, 1938, 1973, 1984, 1990, 1995, 1996, 2004, and 2008 (Bear Creek Environmental 2010:14). For example, in late October of 1917, “heavy rain . . . raised the streams” in Stowe so that “the meadows along the Waterbury River [Little River] and its branches were flooded” (*Montpelier Evening Argus* November 2, 1917). On June 7, 1984, from 2 to 5 inches of rain fell in a narrow swath across the state. In “Stowe, one of the hardest hit areas . . . the water rose at least 3 ft above the 1927 high water mark recorded on the side of the Stowe Canoe Co.” (*Burlington Free Press* December 20, 1984). This flood damaged some sections of the recreational path along the West Branch (*Burlington Free Press* March 19, 1985).

³ The soil in the area east of the historic house and south of Cape Cod Road, which is not included in the present project area’s APE, was identified by the NRCS as Podunk Series. This is another geologically recent alluvial soil. It is deep and moderately well drained. A typical profile includes an upper dark yellowish brown to pale brown fine sandy loam (Ap); underlain by a light olive brown fine sandy loam (Bw1); a light olive brown fine sandy loam with redox features (Bw2); and an olive gray loamy fine sand (C); all with less than 15% rock fragments. This soil type can have buried horizons. One core, Core 9, was made in this area to assess the likelihood of intact soils in this area.

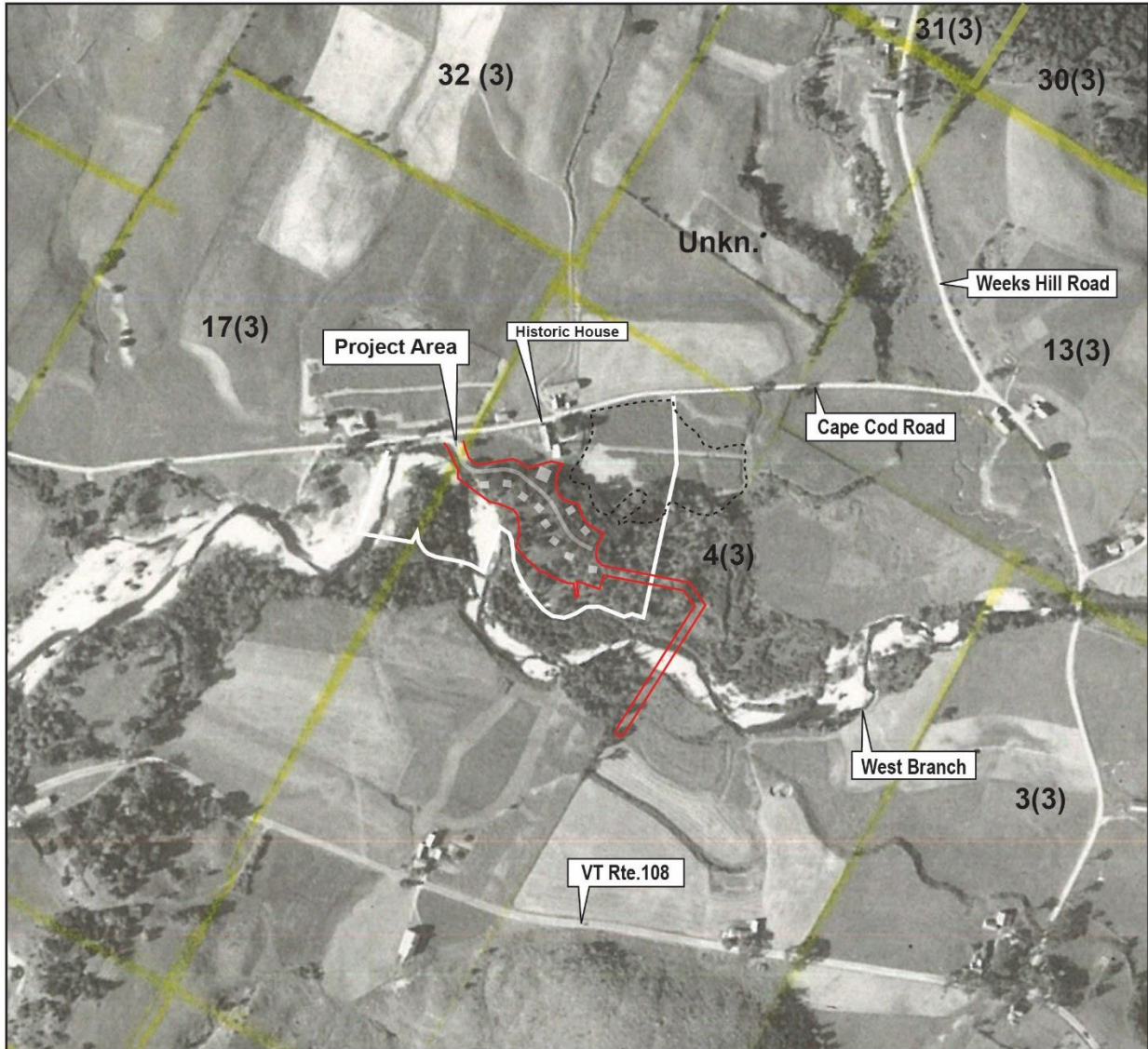


Figure 7. Detail of an aerial photograph taken in 1942, showing the project area (Air Mapping Corp. 1942). Note: the yellow lot lines were marked on the original photograph (similar data is available on a map produced by Keller and Lowe Inc., 1974).

Core 9 encountered a 23 cm thick Ap (with developing A) on weathered subsoils. A gravel impasse was encountered at 75 cmbs. This area includes a small unnamed drainage flows from north to south about 50 m east of 281 Cape Cod Road (see Figures 6 and 26). Aerial photographs suggest that this drainage may have been channelized (or re-channelized) between 1986 and 1996 and that some of the wetland along the south side of Cape Cod Road may have been altered (*possibly* partly filled) at the same time (see Figures 6 and 10; also see the historialaerials.com website for the 1986 aerial photograph). Despite some possible disturbance, this area is likely to have areas of intact soil and should be considered archaeologically sensitive for precontact Native American resources.



Figure 8. Detail of an aerial photograph taken in 1962, showing the project area (Geotechnics & Resources Inc. 1962).



Figure 9. Detail of an aerial photograph taken in 1974, showing the project area (AreoGraphics Corp. 1974).

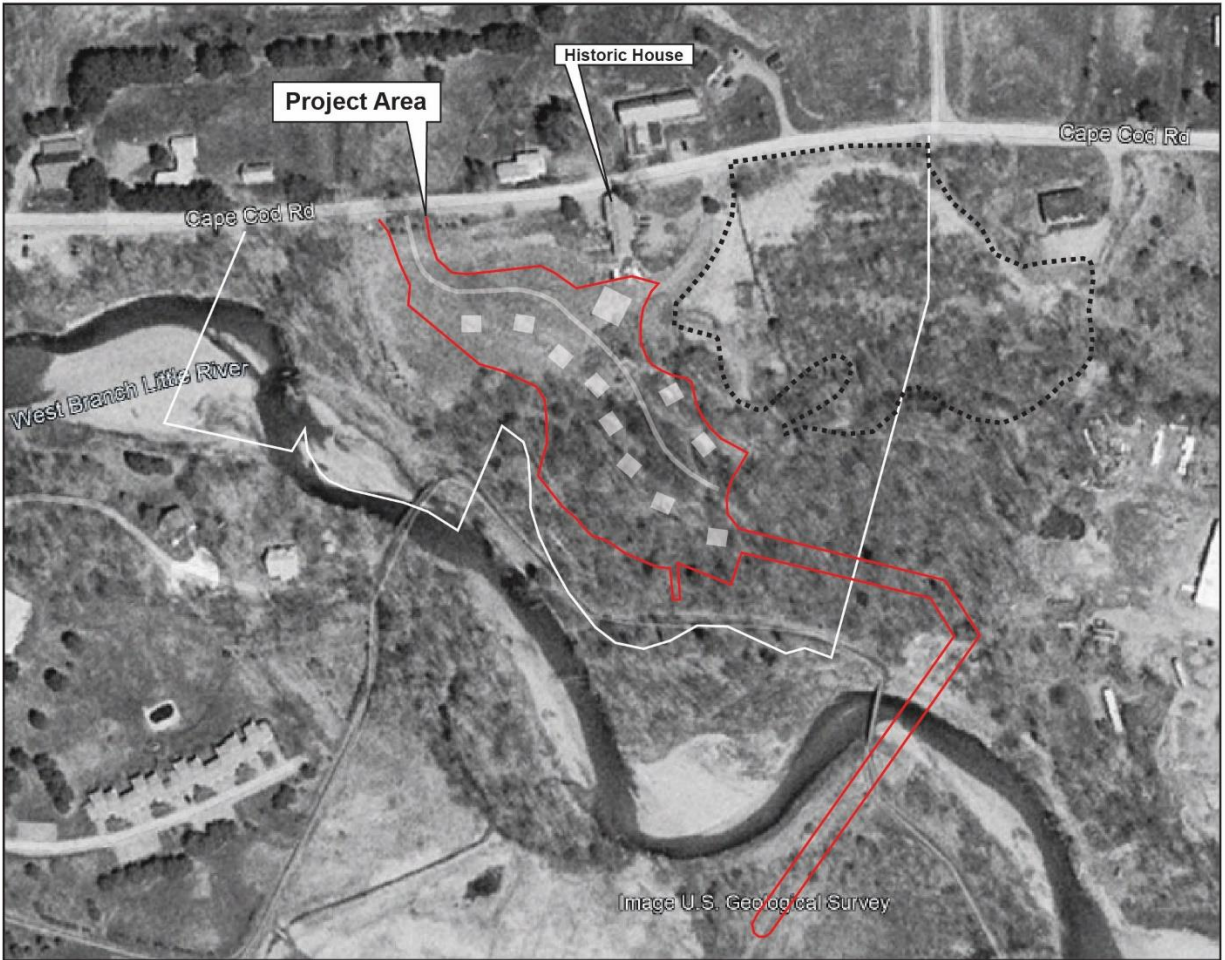


Figure 10. Detail of an aerial photograph taken in 1996, showing the project area (Google Earth 2024).

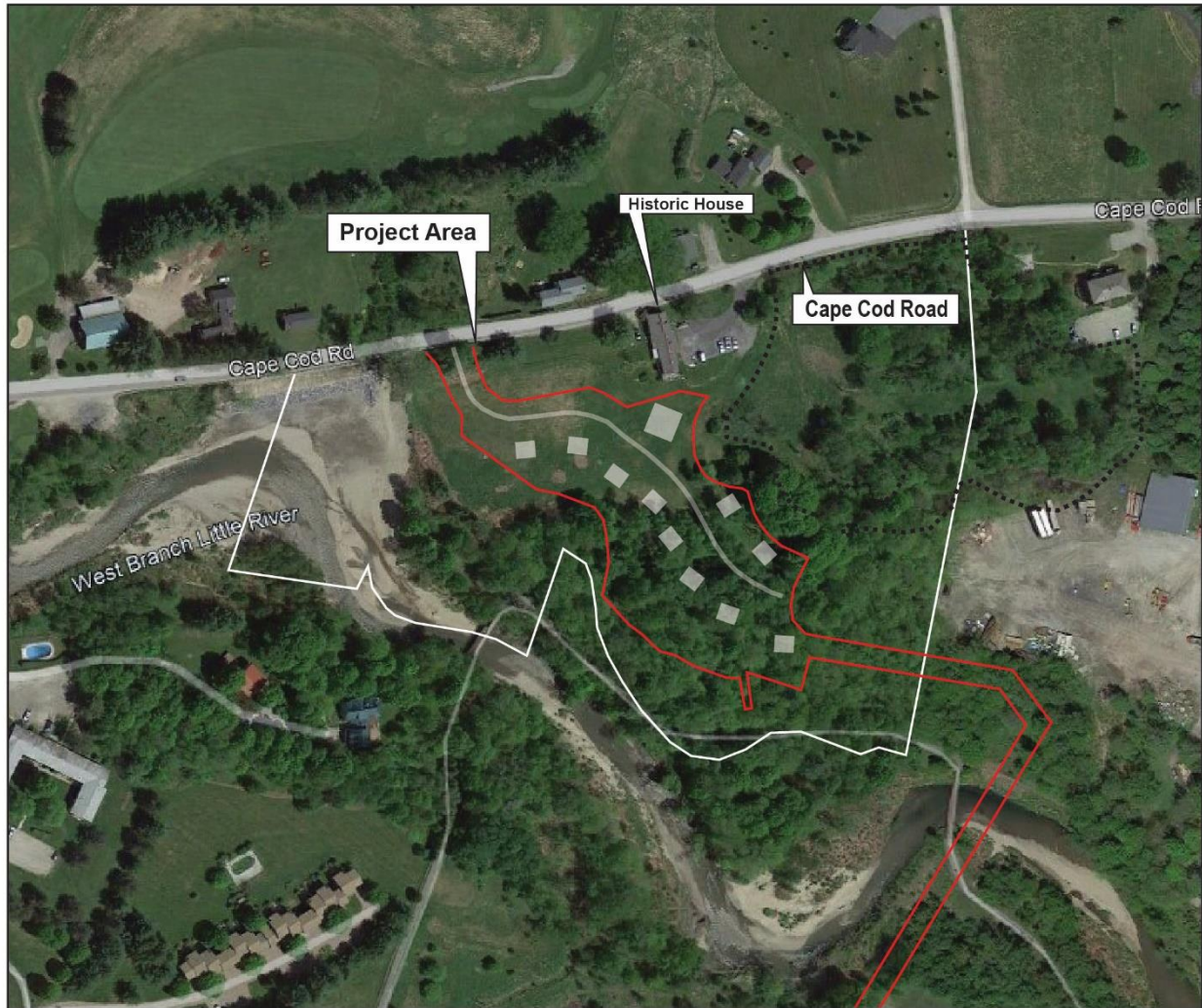


Figure 11. Detail of an aerial photograph taken in 2012, showing the project area (Google Earth 2024).

PRECONTACT NATIVE AMERICAN

According to the Vermont Division for Historic Preservation's Vermont Archaeological Inventory (VAI) there is one previously reported precontact Native American site within a 0.93 mi (1.5 km) radius of the proposed project area. This site, VT-LA-0055, is in the West Branch valley about 1.4 mi (2.32 km) west of the current project area and set back about 918.6 ft (280 m) from the banks of the watercourse. A GIS version of the VDHP's *Environmental Predictive Model for Locating Archaeological Sites* indicates that the proposed project area may include up to seven key habituality factors for precontact Native American archaeological sites including: Drainage Proximity Presence; Waterbody Proximity Presence; Wetland Proximity Presence; Stream Waterbody Confluence Proximity Presence; Kame Terrace or Glacial Outwash Soils Proximity Presence; Floodplain Soils Proximity Presence; and Level Terrain Presence (Figure 12). The VDHP's paper version of the predictive model is a checklist that scores an area's proximity to a set of environmental features important to precontact Native American communities in which a score of 32 or greater indicates that an area may be archaeologically

sensitive. This project area scores a 56 indicating that it could be sensitive for precontact Native American sites (see Appendix).

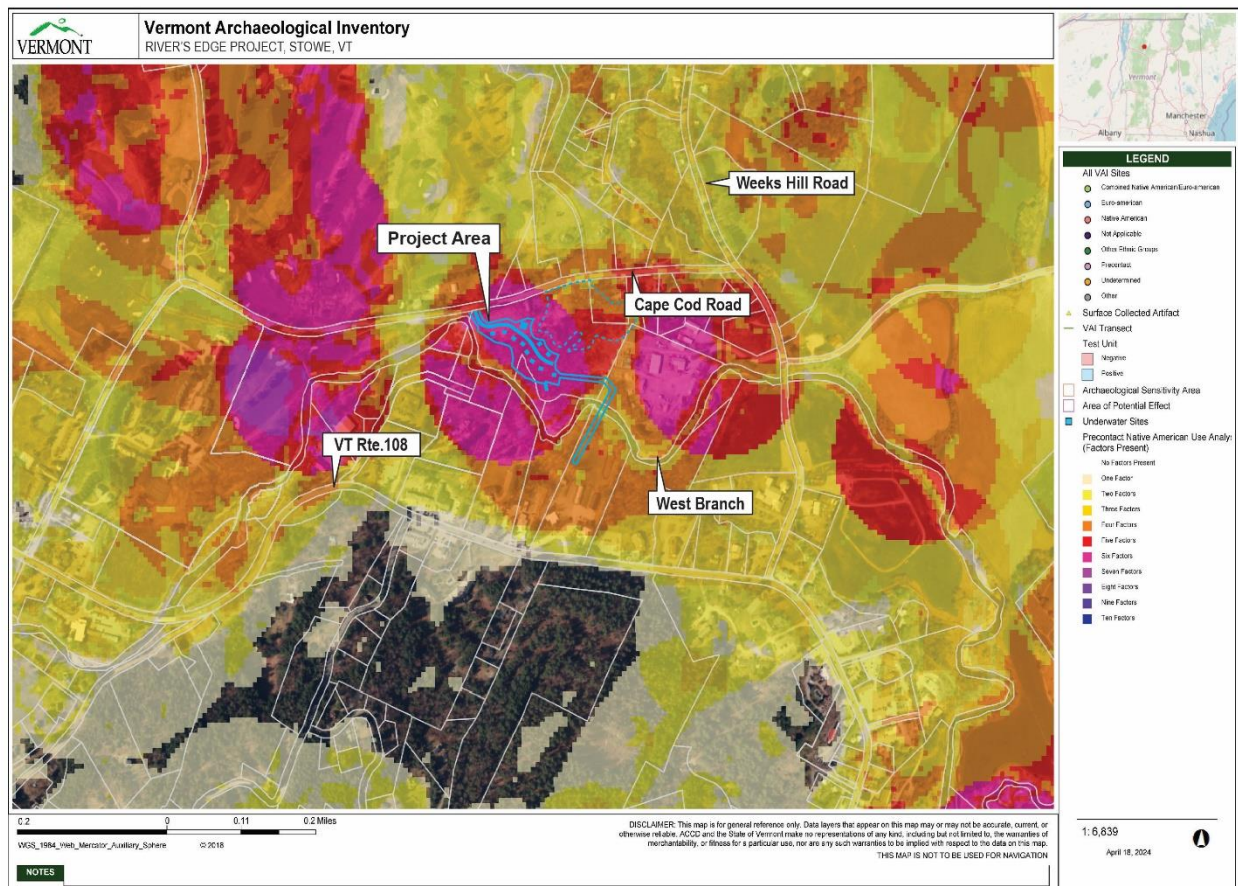


Figure 12. A GIS based Archeological Sensitivity Map for the Stowe River’s Edge Subdivision Development Project, in Stowe, Lamoille County, Vermont (VT ORC 2024).

HISTORIC BACKGROUND

Land records indicate that the historic house near the project area was likely built by Benjamin Chapman. Benjamin Chapman was one of six children of Israel Chapman (1770-1856), a native of Ipswich, Massachusetts, who married Betsey K. Sherwin in Ringe, New Hampshire, in 1790 (*Massachusetts Town and Vital Records 1620-1988; New Hampshire, U.S., Marriage Records Index, 1637-1947; Stearns 1875:689; Vermont Vital Records 1720-1908*). The family lived in New Hampshire before moving to Stowe around 1800 (SLR 1:118).⁴ On July 12, 1800, Israel Chapman bought a part of Lot #83 (2nd division), located south of Stowe Village with a house on it from Jethro Smith (SLR 1:118). Israel Chapman and his wife

⁴ The Town of Stowe was chartered in 1763 and was settled by Euro-Americans ca. 1793-1794 (Hemenway 1871:695, 697). Stowe was predominantly a farming and lumbering community from its settlement well into the early 20th century (Vermont Bureau of Publicity 1914:114).



Figure 13. Detail of H.F. Walling's 1859 *Map of the Counties of Orleans, Lamoille, and Essex, Vermont*.

subsequently purchased other lands in Stowe.⁵ All these purchases involved land not located in the current project area. However, their son, Benjamin Chapman (ca. 1792-1865), who had been born in Peterborough, New Hampshire, began purchasing land near the project area in 1814 (*Vermont Vital Records 1720-1908*).⁶ On November 14, 1814, he bought 40 acres on Lot #32 (3rd division / Isaac Montross) (see Figure 7) (SLR 5:21). Benjamin Chapman later increased his holdings in this part of town in the 1820s and 1830s. On June 1, 1824, Benjamin Chapman

⁵ Israel Chapman purchased the whole original right of Richard Ketchum (375 acres; including Lot #34 [1st division]; Lot #71 [2nd division]; and Lot #45 [3rd division]) from Amasa Marshall on December 19, 1801 (SLR 1:253); but sold most of this land in 1802 and 1803, except perhaps five acres on Lot #17 (4th division) (SLR 1:246, 1:254; 1:280). In 1809, Betsey Chapman bought Lot #18 (4th division) at a tax sale (SLR 4:131). On February 13, 1818, Israel Chapman bought Lot #46 (3rd division) from Dan Carpenter (SLR 5:224).

⁶ Benjamin Chapman owned other land in Stowe that was not near the current project area. For example, on February 1, 1823, he bought five acres on the south side of the road leading from David Pottles to Israel Chapman's from Philo Camp for \$40 (SLR 6:101). On September 25, 1829, he bought five acres on Lot #17 (4th division / Richard Ketchum) from Nathan Butts (SLR 7:141). In April of 1830, he bought, in partnership with Joseph Robinson, the 70-acre Lot #17 (4th division / Richard Ketchum) at a tax sale (SLR 7:363 see also deed from Elisha Cady for 58 acres on same lot September 29, 1830, SLR 7:294). In 1832, Benjamin Chapman bought 50 acres in the southern part of Lot #19 (2nd division / John Downing) from Peter Lovejoy (SLR 7:440). In 1842, Chapman and Robinson sold the land that they bought from Cady (58 acres on Lot #17 [4th division]) (SLR 10:51). In 1842, Benjamin Chapman sold another five acres on the same lot (SLR 10:52).

bought twelve acres on Lot #4 (3rd division / James Weeks or Wicks) and Lot #13 (3rd division / Joshua Ketchum) from Moses Luce (SLR 6:205). This purchase likely includes the site of the historic house near the project area (see Figures 7 and 13). In 1829, Benjamin Chapman bought nine acres on Lot #30 (3rd division / Glebe Right) located off the northeast corner of his farm, from Thomas Downer (SLR 7:589 see also SLR 7:218-229).⁷ In 1836, Benjamin Chapman bought another parcel (less than 20-acres) from Thomas Downer (SLR 9:30). In 1838, Benjamin Chapman bought two small parcels, described as being near the land that Chapman bought from Moses Luce, from Isaac White (SLR 9:135).

Benjamin Chapman married Fanny Parker (1795-1836) on June 17, 1824 (*Vermont Vital Records 1720-1908*). This event may have inspired Benjamin Chapman to build his house on Cape Cod Road. He is listed in census as a head of household in Stowe in 1830 (U.S. Census 1830). In 1850, Benjamin Chapman’s household included his father, Israel (80), his daughter, Marcia Aurora (25), and her husband, John F. Wade (21) (U.S. Census 1850). In 1860, Benjamin Chapman’s (70) household included John F. Wade (30) and Marcia Wade (35) (U.S. Census 1860). Benjamin Chapman died on February 18, 1865, and his estate, including his home farm “where Chapman resided for many years and which has been carried on by John F. Wade, plus 10 acres of lease land and a 50-acre pasture was, apparently, transferred to John F. Wade (Figure 14) (SLR 16:292; 16:293; *Vermont Vital Records 1720-1908*).

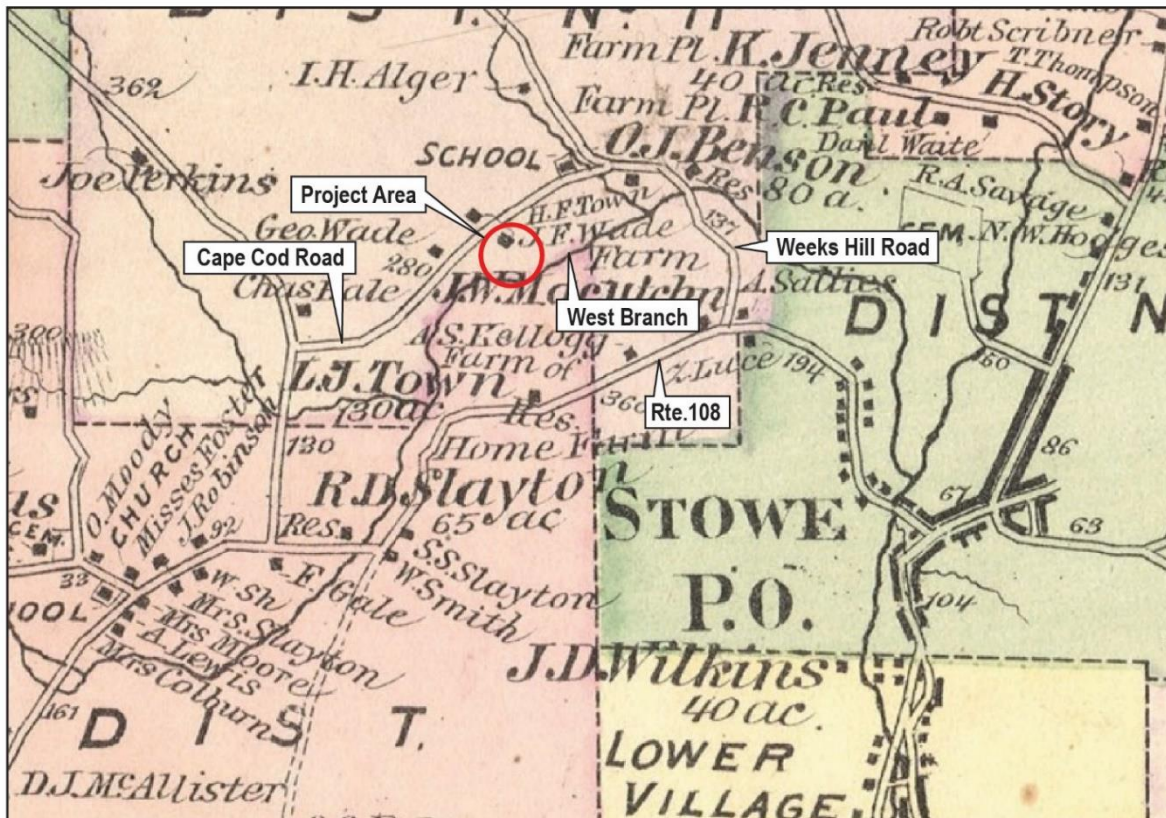


Figure 14. Detail of F.W. Beers’ 1878 *Atlas of the Counties of Lamoille and Orleans, Vermont*.

⁷ This could be the 10 acres of lease land referred to later.

John Francis Wade (1828-1901), more commonly known as J. Frank Wade, was a son of John (1793-1883) and Hannah (Pingree / Pingry) Wade (1796-1880)⁸ who were married in Norwich, Vermont, in the late 18-teens (Find-a-Grave, Old Yard Cemetery, Stowe, Vermont; Pingry 1881:135; *Vermont Vital Records 1720-1908*). John and Hannah Wade had six children, all born in the Norwich / Sharon area, including James T.; William M. (1820); George S. (1822); Carlos C. (1824); Emeline J. (1826); and John F. (1828) (Pingry 1881:135). They lived in Norwich until 1833, then moved to Waterbury and “from there to Stowe in 1848” where they settled next to the Chapmans on Cape Cod Road (Pingry 1881:135). John F. Wade’s brother, George S. Wade (1822-1911), ran the 85-acre farm west of the project area (specializing in maple products, Cotswold sheep, and Plymouth Rock fowls) with his father, John Wade Sr., for many years starting ca. 1849 (see Figures 13 and 14) (*Burlington Weekly Free Press* April 11, 1912; Child 1883:378; U.S. Census 1850, 1860, 1870, 1880; *Vermont Death Records 1909-2008*).

John F. Wade married Marcia A. Chapman (1825-1880) in the latter 1840s (U.S. Census 1850; *Vermont Vital Records 1720-1908*). After acquiring his father-in-law’s (Benjamin Chapman) property in 1865,⁹ John F. Wade bought and sold some other parcels not directly involving the brick house adjacent to the current project area.¹⁰ In 1883, John F. Wade was listed as a breeder of Durham cattle who owned a 400-acre 10 cow dairy farm¹¹ with a sugar orchard (Child 1883:378). After the death of his first wife, Marcia, in 1880, he married Mary Peasley (Kidder) Sparks¹² on June 5, 1887 (*Vermont Vital Records 1720-1908*; U.S. Census 1880). John F. Wade died on March 24, 1901, and his estate, which included his 80-acre ‘home place’ (valued at \$1,500); 10 acres of lease land (valued at \$75); the ‘back pasture’ (valued at \$400);¹³ and a horse stall near a church in the village;¹⁴ as well as six cows, three yearlings, one hog, eleven pigs, and twenty-one hens, all of the farming, dairy, and sugar tools; and about \$600 in cash, passed to his widow, Mary P. Wade, and their son, Archie B. Wade (SLR 27:533; *Vermont Vital Records 1720-1908*).¹⁵

⁸ She was a daughter of James Pingry of Plymouth, New Hampshire (Pingry 1881:135).

⁹ J. Frank Wade had owned other lots, in town prior to acquiring his fathers-in-law’s place. For example, in 1851, he bought Lot #20 (1st division) of old Mansfield (SLR 12:147). In 1856, along with C.C. Wade, he bought Lot #82 (1st division) (SLR 13:531, 532), but sold his interest in the same lot to C.C. Wade in 1857 (SLR 17:370).

¹⁰ For example, in 1868, John F. Wade bought Lot #18 (75 acres) and the 100-acre school lot in the old town of Mansfield from Reuben Sherwin (SLR 17:568). In 1869, he bought one acre from C.C. Wade, but sold this to E. Meaker in 1870 (SLR 18:425; 18:209). In 1896, he sold the 75 acres (Lot #18 of Mansfield) that he bought from Reuben Sherwin in 1868 (SLR 25:65). At this time, a local newspaper noted that he had sold a large timber tract in the north part of the town to J.J. Billings (*Burlington Free Press* November 20, 1896). In 1874, he bought the 40-acre ‘Parish meadow,’ which was bounded west on a road and south and east by “the road along West Branch” (SLR 19:374). About this time, it was reported that, “Frank Wade moved two barns from the meadow by Alonzo Sallie’s to a point near his house motive power thirty yoke of oxen” (*News and Citizen* May 28, 1874). In 1875, Wade sold the 50 acres on the Lot #19 (2nd division / John Downing), which he got from Chapman’s estate (SLR 19:557).

¹¹ Not in contiguous parcels.

¹² She appears to have separated from/divorced Henry A. Sparks, a farm laborer, who was once (ca. 1860) employed by Benjamin Chapman (U.S. Census 1860).

¹³ John F. Wade’s ‘back pasture’ consisted of the land he owned in the old town of Mansfield, which was sold by his heirs separately from the home farm (see SLR 29:185).

¹⁴ He purchased the horse stall in the village in 1876 (SLR 20:97).

¹⁵ Mary Wade died in Tilton, New Hampshire, in 1926 (*News and Citizen* June 30, 1926). She had two daughters with Henry Sparks, Lillian, and Mary, and one son with John F. Wade, Archie (*News and Citizen* June 30, 1926; U.S. Census 1880).

On March 5, 1904, Mary and Archie Wade sold their home farm to Alvah P. Smith and Louisia Smith, brother and sister, for about \$2,250 (SLR 29:262; 28:157). On October 11, 1907, they sold the J.F. Wade farm, except the 10-acre parcel, to Orrin (Oren) M. Smith (SLR 31:10). At the time, a local newspaper reported that A.P. Smith and Louisia Smith “have traded their farm on the Cape Cod Road for the O.M. Smith residence in Moscow” (*Waterbury Record* October 15, 1907). On May 5, 1909, O.M. Smith sold the J.F. Wade farm to Elmer and Lula Barrows for \$3,500 (Figure 15) (SLR 31:111). On January 19, 1944, Lula (Morse) Barrows (1873-1949), widow of Elmer, sold the same property to Roy and Maevine Barrows (*News and Citizen* May 19, 1949; SLR 44:97). Maevine Barrows sold part of Barrows home place located south of Cape Cod Road to John Hill, Doris Hill of Hamden, Connecticut, and James and Lina Dickinson of New Haven, Connecticut, on October 17, 1958 (SLR 53:97). At this time, the old building was converted into a ski lodge called ‘The Ski Lag’ (*Burlington Free Press* June 12, 1959). On November 6, 1971, John W. Hill and Lina E. Dickinson, widow of James, sold 3.15 acres of this land with the house on it to Peter A. Crombie Jr., John E. Elflein, and Dudley B. Gates (Figure 16) (SLR 65:515). This land, 3.15 acres with the historic house, was sold to Steven and Nelson Riley on October 14, 1988 (SLR 176:1). Steven and Nelson Riley sold the same parcel to Dale Percy on May 24, 1989 (SLR 187:291). It was then sold by Dale Percy to Dana T. Percy in April of 1991 and combined with adjacent parcels into the present property (Figure 17) (SLR 218:345; see also SLR 512:101).

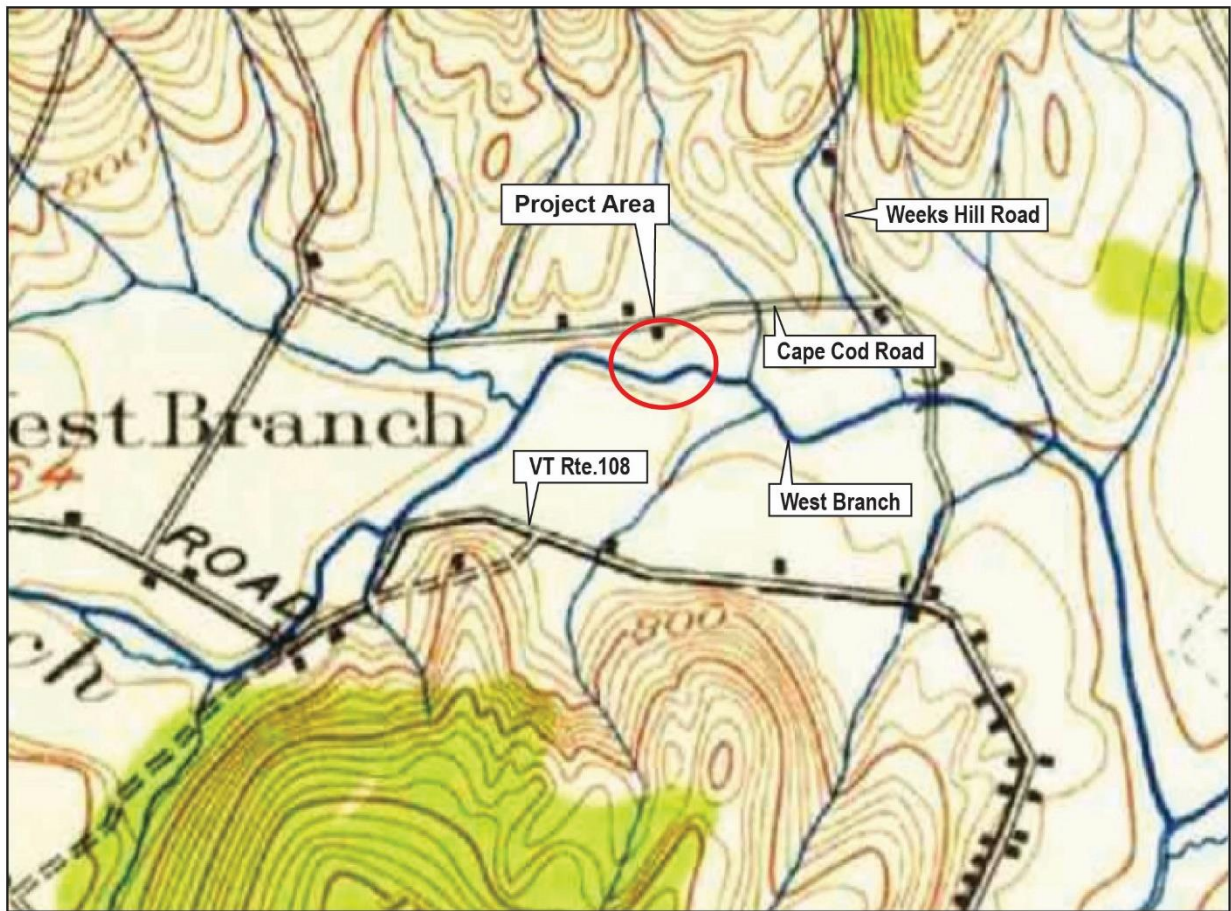


Figure 15. Detail of USGS Quadrangle showing the project area in ca. 1919 (USGS 1953).

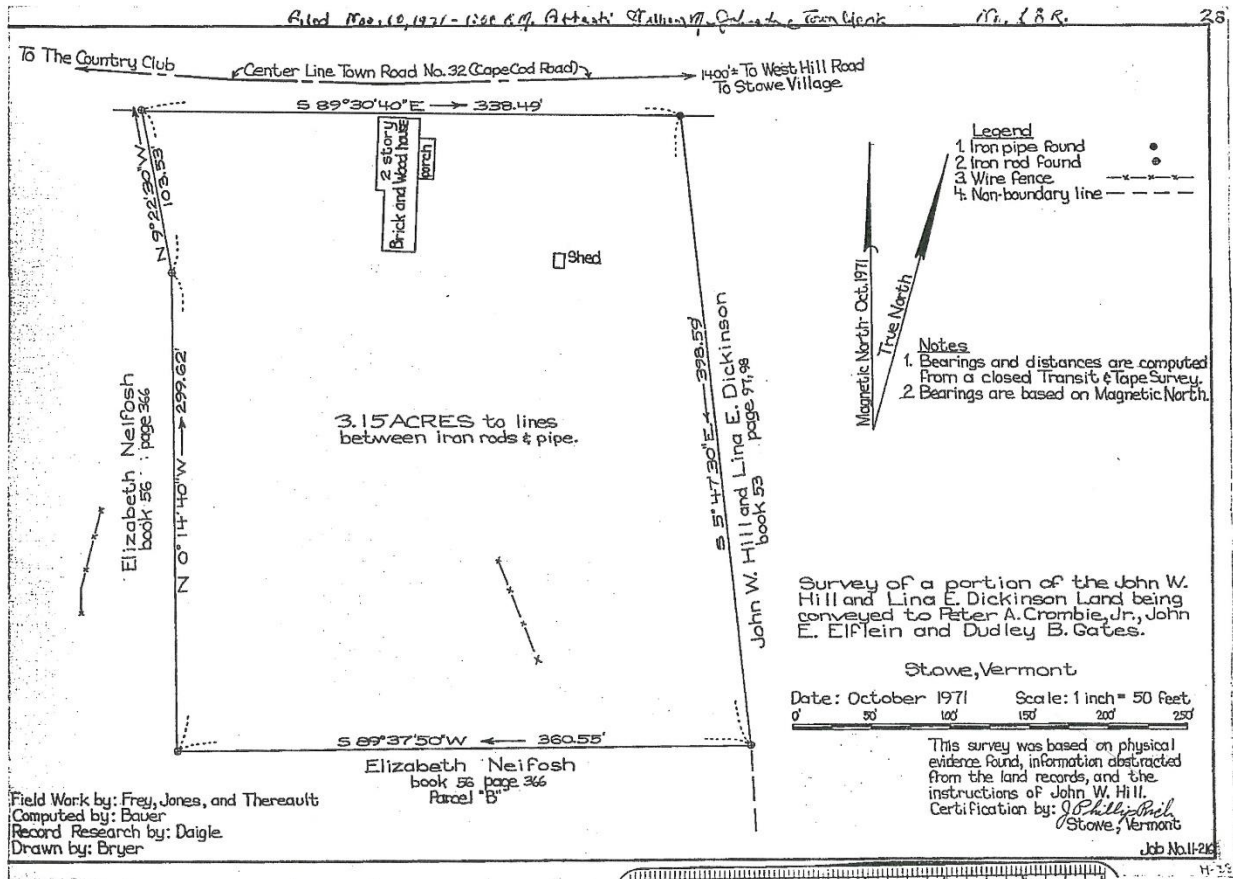


Figure 16. Survey of a Portion of the John W. Hill and Lina E. Dickinson Land Being Conveyed to Peter A. Crombie Jr., John E. Elflein, and Dudley B. Gates (Rich 1971).

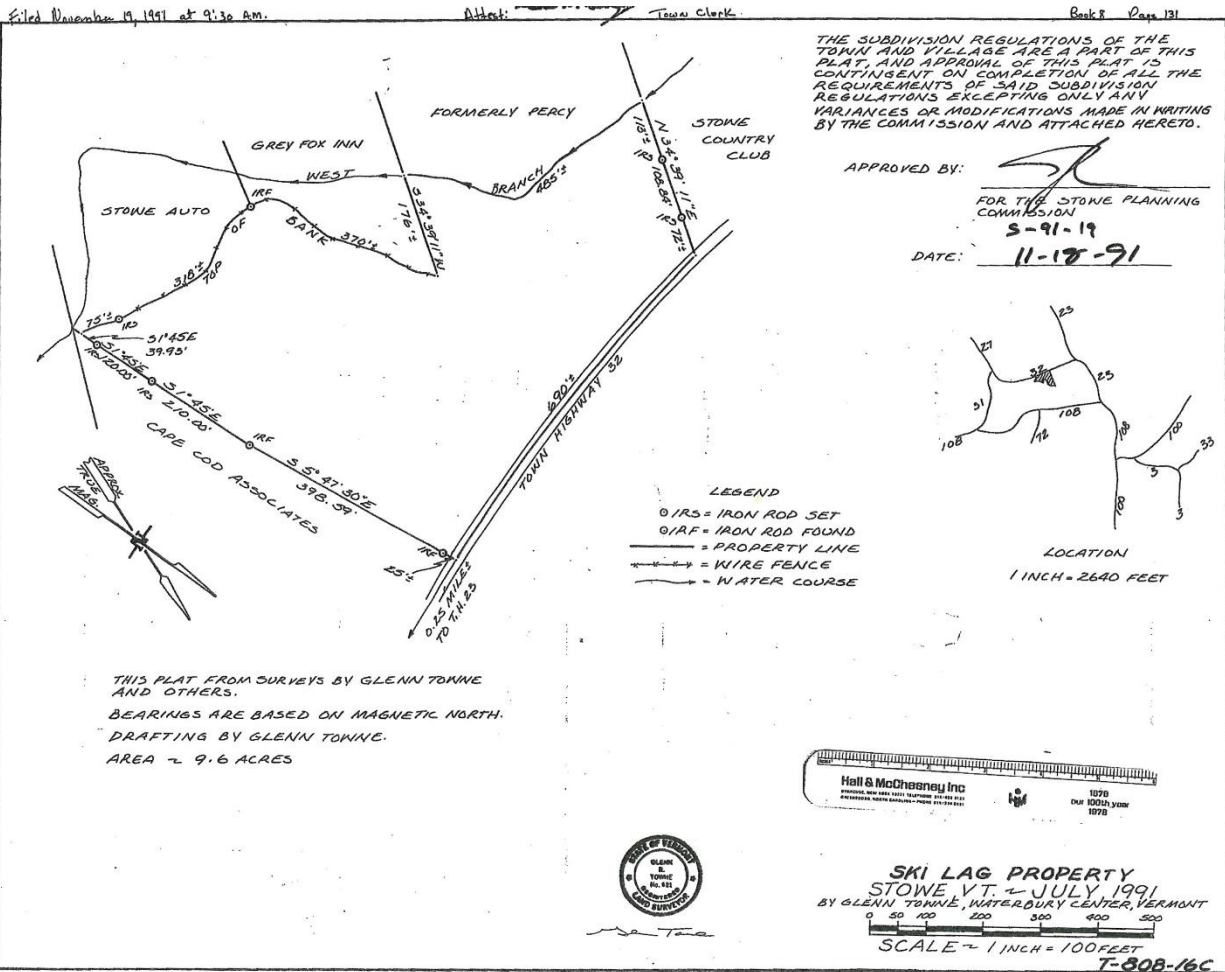


Figure 17. Survey entitled *Ski Lag Property, Stowe, VT* (Towne 1991).

FIELD VISIT

UVM CAP conducted a field visit to the property on Friday, April 26, 2024. While the modern property is composed of a few parcels acquired by the present landowners at different times, the land with the house on it can be tied directly to Benjamin Chapman (1789-1863) and John Francis Wade (1828-1901) who are indicated at this location on historic maps (see Figures 13 and 14). Historical research suggests that the brick portion of the house could date as early as the 1820s or 1830s. The scale and massing of this part of the structure is consistent with common construction practices during this general period (Figures 18 and 19). Furthermore, aerial photographs indicate that while the larger barns associated with this house were located on the north side of Cape Cod Road,¹⁶ there may have been an outbuilding once located off the southeastern corner of the main house that was removed before 1962 (see Figures 7 and 8). The historic aerials further suggest that there may have been a different outbuilding or shed built after 1942 and removed between 1967 and 1974 located along the southern side of the present parking area (see Figures 7-9; also see historicalaerials.com for the 1967 aerial photograph). This may

¹⁶ These barns were torn down between 1996 and 2003 and the site is on property now owned by others (Google Earth 2024).

have been replaced by a smaller shed that was removed prior to 1996 (see Figures 9, 10, and 16). The parking area itself has undergone several changes over time, notably between 1962-1974; 1986-1996; and 1996-2003, but it was most recently enlarged to its present form and extent ca. 2008-2009 (Google Earth 2024). Landscaping activities related to the parking lot likely disturbed and/or obscured earlier outbuilding sites (see Figures 6 and 18). Although there is a boulder / stone wall beginning at the southeastern part of the house (below the deck) and curving to the east in the area south of the parking lot, it does not appear to be part of a historical foundation. Aerial imagery suggests that it may have been built as a landscaping feature between 1974 and 1996 and could be associated with the ‘Ski Lag’ lodge (see Figures 9 and 10). Most of the lot for the house is not expected to be affected by the proposed project and no other potential historic features were observed within the proposed project area.



Figure 18. View of the historic house near with the River’s Edge Subdivision Development Project, in Stowe, Lamoille County, Vermont, looking westwards.



Figure 19. View of the historic house near the River’s Edge Subdivision Development Project, in Stowe, Lamoille County, Vermont, looking southwestwards.

Several hand cores were extracted across the project area (Figure 20). In the highest part of the project area west of the historic house, Core 2, along with the LiDAR imagery and the aerial photographs, suggests that this part of the project area, the flat area west of the house, has been significantly altered. Core 2 encountered a very thin Ap (or developing A) about 1.6 in (4 cm) thick on top of a light olive brown coarse sandy loam about 2 in (5 cm) thick (Ap) directly on top of a mixed gray and olive brown very gravelly sand (C), which extended down to a gravel impasse at 20 in (51 cm) below the surface. According to the NRCS, the expected soil in this area should have included some developed subsoils (e.g., Bhs and/or Bs), but these were not present in Core 2. The LiDAR imagery combined with the very straight appearance of the western and southern sides of the landform also supports the conclusion that the area has been altered (see Figures 6, 21, and cover image). This alteration may be related to one or more attempts to control the course of the West Branch. The aerial imagery from 1942 and 1962 indicates that a loop of the West Branch once flowed significantly further east than it does today and it appears that the western side of the property was first modified sometime before 1996 (see Figures 7, 8, and 10).¹⁷ More recently, the western edge of the landform, just beyond the proposed project's APE, was modified again, when the existing riprap embankments were constructed. The section of riprap running along the southern side of Cape Cod Road was installed ca. 2011-2012 and the section running north to south was installed between 2015 and 2018 (Google Earth 2024).

¹⁷ Additional aerial imagery shows that the western part of the upper portion of the project area was partly cleared of trees / vegetation between 1974 and 1986 and that more of the upper part of the property, extending eastwards, had been cleared by 1996 (AreoGraphics Corp.1974; Google Earth 2024). This activity may or may not be related to the modification / infilling of the old channel.

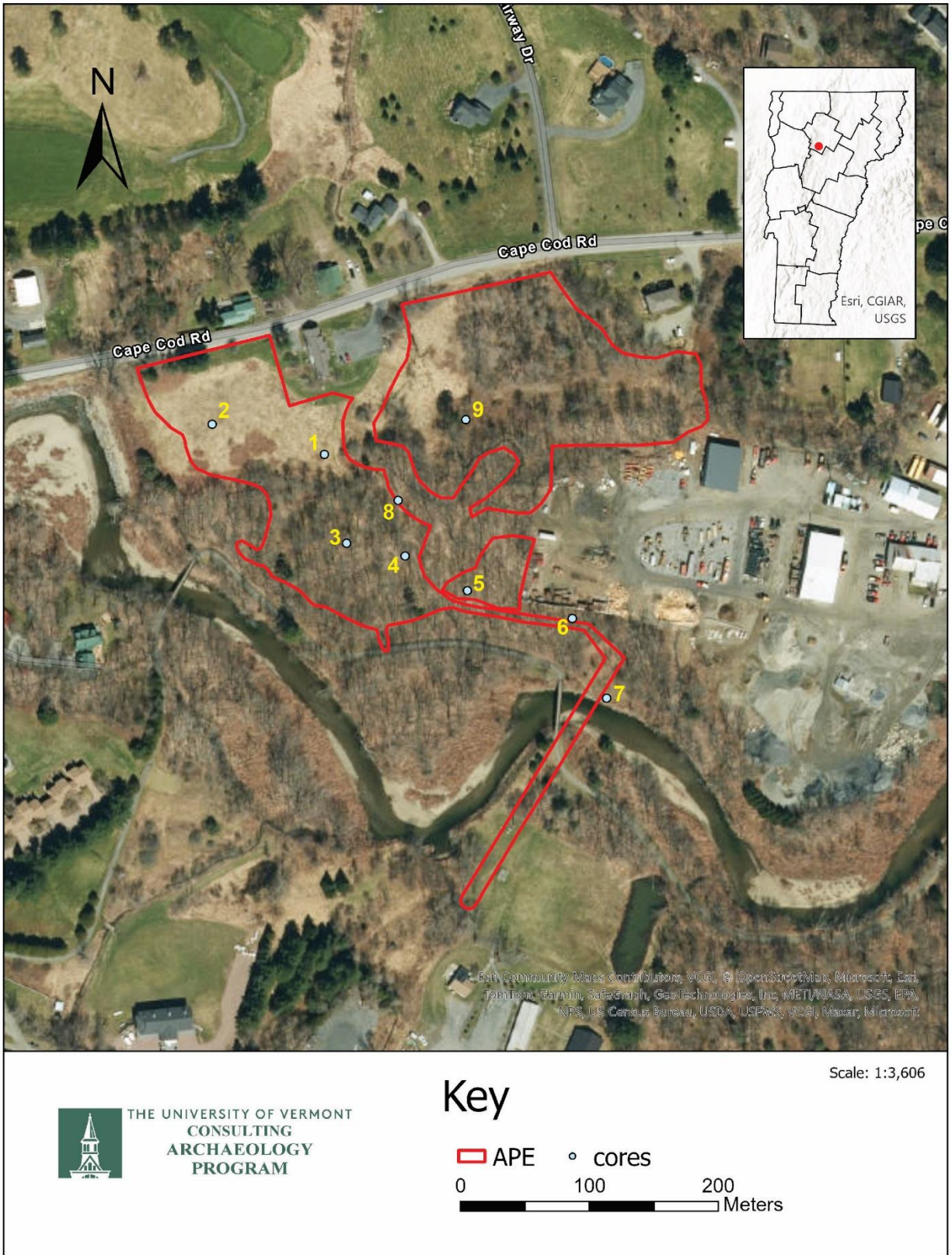


Figure 20. Map of hand core locations taken at the Stowe River's Edge Subdivision Development Project, in Stowe, Lamoille County, Vermont.



Figure 21. View looking west along the southern edge of the high landform west of the historic house.

Four cores, Cores 1, 3, 4, and 8, were made in the middle portion of the project area. Core 1 was still within the glacio-fluvial derived soil area. This area may have also been disturbed, *possibly* by activity related to the backyard landscaping evident south of the historic house (e.g., a soil disposal area). Core 1 encountered about 4.7 in (12 cm) of dark olive brown sandy loam (Ap1/Fill) underlain by about 16.1 in (41 cm) of a mixed dark olive to olive brown gravelly sandy loam (Ap2/Fill); which was, in turn, underlain by a light olive brown and light yellowish brown gravelly loam (BC) which continued to impasse at 28.7 in (73 cm) below surface. Cores 4 and 8 were likely located in the alluvial Rumney type soil. Core 4, which was located closer to the potentially more active part of the floodplain, had a thin OA and an AB horizon extending down to 7.5 in (19 cm) below surface, underlain by slightly gleyed (greenish gray) silty alluvial deposits extending down to 33.5 in (85 cm) below the surface. No buried surfaces were present in the core. Core 8 was located a little higher up on the landform than Core 4 and had a more developed soil profile. Core 8 encountered a thin OA-AB-Bw sequence about 7.1 in (18 cm) thick underlain by BC (olive gray) and C (gray) fine sandy loam to silty loam extending down to 33.5 in (85 cm) below surface (Figure 22). No buried surfaces were present in the core. While the surface of the northern portion of the middle area of the APE is generally smooth and level, the ground in its southernmost part transitions into hummocky ground, *possibly* the result of abandoned channels and/or flood scour (see Figures 6, 7, and 23). The tops of some of the hummocks had somewhat intact soil profiles, though they had minimal A horizon development, very limited developed subsoil present, and were shallow to gravel impasse. In this area, Core 3 consisted of an OA, AB, Bw sequence about 10.2 in (26 cm) thick underlain by silty alluvial deposits (possibly massive type deposit). Gravel impasse was reached

at 13.8 in (35 cm) below surface. *Although more research is needed, some of the profiles in the mid-section of the project area may reflect the impact of episodes of board low velocity surface erosion in the past.*



Figure 22. Soil Core 8.



Figure 23. View of the hummocky portion of the area south of the historic house, looking west.

The NRCS indicates that the lowest part of the project's APE, meaning the sewer line section, is also within the recent alluvial zone. While this area is set back from (up to about 60-70 ft / 18.3-21.3 m) and is several feet (about 8 ft / 2.4 m) above the present level of the West Branch, it appears that it has been either scoured (e.g., sheet/surface erosion) by flooding of the West Branch and/or by the discharge from another drainage running south from Cape Cod Road near 153 Cape Cod Road. In this area, Cores 5 and 6 encountered only a thin organically enriched fine to coarse sandy sediment layer about 4 to 6 in (10-15 cm) thick (A) sitting directly

on top of an un-weathered skeletal fine-coarse sand and gravel deposit (C) (Figure 24). The area of the APE further to the east on the north side of the West Branch near the pedestrian bridge on the Stowe Recreation Path appears to have been impacted by flood damage repair, riprap placement, and/or the construction of the recreation path (built 1983-1984) (see Figure 6; also see the historicalaerials.com website for the 1983 and 1984 aerial views) (*Burlington Free Press* March 19, 1985). In this part of the project area, Core 7 could only be driven into the ground a few centimeters, but the surface level was composed of a mixed gravel and loam fill. Finally, the southernmost portion of the proposed sewer line, that part planned for the south side of the West Branch, is located on an adjacent property, and could not be inspected at this time. However, based on the aerial imagery, the area south of the existing recreation path could be sensitive for precontact Native American sites (see Figures 6, 7-11, 25).



Figure 24. Soil Core 5.



Figure 25. View looking south along the proposed sewer line from the Stowe Recreation Path. The potentially archaeologically sensitive area begins around the tree line and heads south into the field.

CONCLUSIONS AND RECOMMENDATIONS

The historic house located immediately adjacent to the proposed River's Edge Subdivision Development Project area in Stowe was most likely built by Benjamin Chapman ca. 1824 or soon afterward. The possible outbuilding sites east of the house were probably impacted by the creation of the modern parking area as well as some of the backyard landscaping. Other structures once associated with this farmstead complex were located on the north side of Cape Cod Road and are not in the proposed project area. No further archaeological study is recommended relative to the historic resources. However, sections of the middle portion of the project area where intact soil profiles were encountered are considered potentially sensitive for precontact Native American sites (Figure 26). If during project construction subsurface activities within the archaeologically sensitive areas cannot be avoided, UVM CAP recommends a Phase I Archaeological Reconnaissance Survey for those portions of the proposed project area to identify the presence/absence of archaeological sites (see Figure 26). The other segments of the proposed project area are not considered sensitive due to man-made and/or natural disturbances caused by the fluctuations within the watershed.

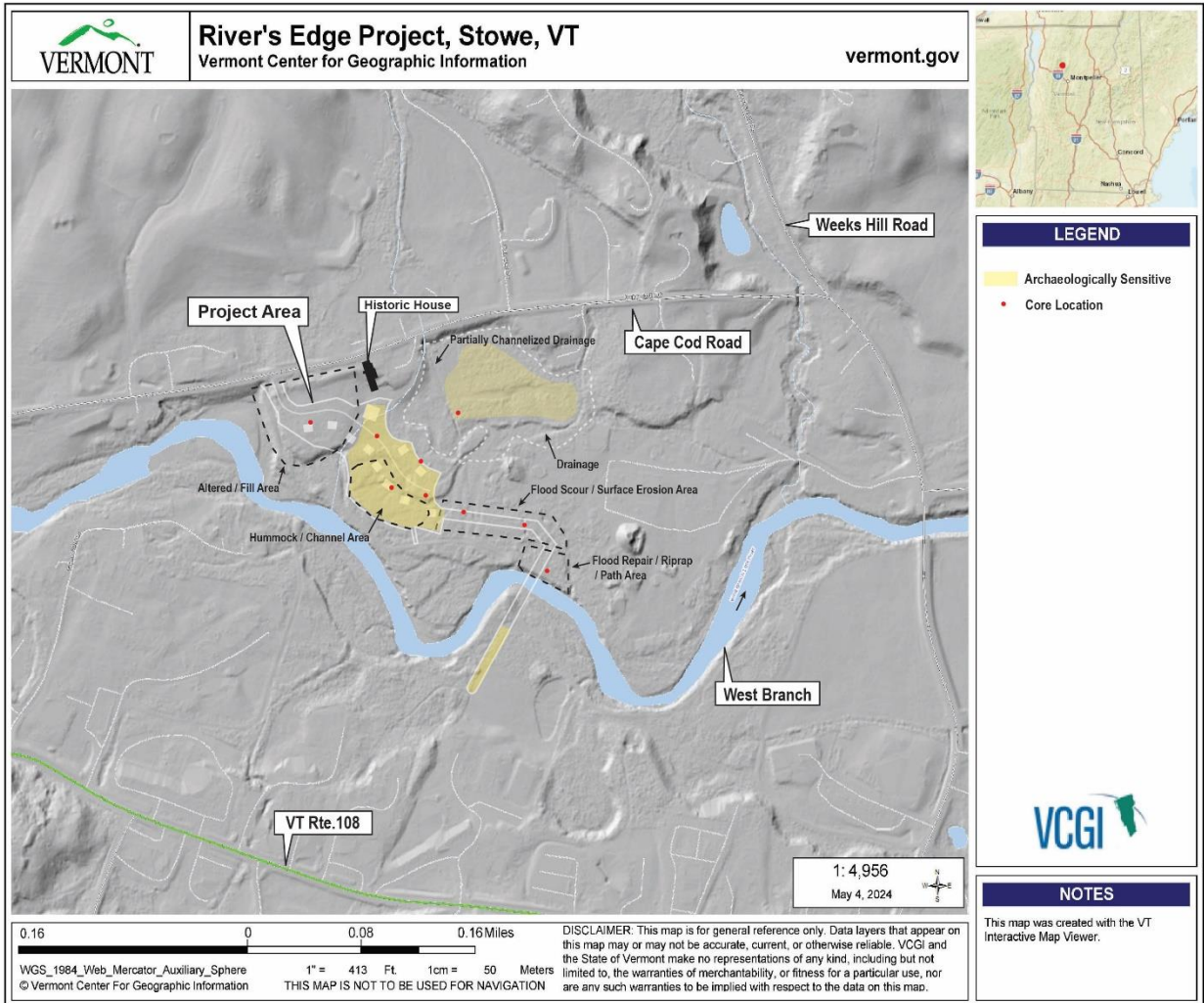


Figure 26. Location of archaeologically sensitive areas of the River's Edge Subdivision Development Project, in Stowe, Lamoille County, Vermont (VTCGI 2024).

REFERENCES CITED

Air Mapping Corp.

1942 *Aerial Photograph DCC-7-179*. Air Mapping Corp., Minneapolis, Minnesota. U.S. Department of Agriculture Soil Conservation Service Survey of Vermont. Image on file: Vermont Archives and Records Administration Center, Middlesex, Vermont; Photographs and Film, United States Soil Conservation Service, Series ID# USSCS-001.

AreoGraphics Corp.

1974 *Aerial Photograph VT 7420 14-121*. AreoGraphics Corp., Bohemia, New York. Image on file: Map Room, Howe Library, University of Vermont, Burlington, Vermont.

Bear Creek Environmental

2010 *Upper West Branch Little River Corridor Plan, Stowe, Vermont*. Prepared for The Lamoille County Planning Commission Morrisville, Vermont. Prepared by Bear Creek Environmental LLC, Middlesex, Vermont.

Beers, F. W.

1878 *Atlas of the Counties of Lamoille and Orleans, Vermont*. F.W. Beers & Co., New York, New York.

Burlington Free Press (Burlington, Vermont)

1896 November 20, "Stowe." p. 7.

1959 June 12, "Obituary." p. 5.

1984 December 20, "'84 Floods Tagged Worst in History." p. 4B.

1985 March 19, "Stowe Recreation Path May Go Down Drain." p. 1B.

Burlington Weekly Free Press (Burlington, Vermont)

1912 April 11, "Stowe." p. 4.

Child, Hamilton

1883 *Gazetteer and Business Directory of Lamoille and Orleans Counties, Vermont*. Journal Office, Syracuse, New York.

Geotechnics & Resources Inc.

1962 *Aerial Photograph: VT-62-H 46-217*. Geotechnics & Resources Inc., Amman International Corp. Division, San Antonio, Texas. Image on file: Map Room, Bailey Howe Library, University of Vermont, Burlington, Vermont.

Hemenway, Abby Maria

1871 *The Vermont Historical Gazetteer: A Magazine Embracing a History of Each Town, Civil, Ecclesiastical, Biographical and Military*. Vol. II. Published by Miss A.M. Hemenway, Burlington, Vermont.

Keller and Lowe Inc.

1974 *Town of Stowe* [Map]. Keller and Lowe Inc., Waterbury, Vermont. Ms. Stowe Town Clerk's Office, Stowe, Vermont.

Massachusetts Town and Vital Records 1620-1988

Various Years. *Massachusetts Town and Vital Records 1620-1988* [database on-line]. Ancestry.com Operations Inc. Provo, Utah. ([www.http://ancestry.com](http://ancestry.com)): 2011. Original data: Town and City Clerks of Massachusetts. Massachusetts Vital and Town Records. Provo, Utah: Holbrook Research Institute (Jay and Delene Holbrook).

Montpelier Evening Argus (Montpelier, Vermont)

1917 November 2, "Stowe." p. 6.

New Hampshire, U.S., Marriage Records Index, 1637-1947

Various Years. *New Hampshire, U.S., Marriage Records Index, 1637-1947* [database on-line]. Ancestry.com Operations Inc. Provo, Utah. *Ancestry.com*. [www.http://ancestry.com](http://ancestry.com): 2011. Original data: "New Hampshire Marriage Records 1637–1947." Index. FamilySearch, Salt Lake City, Utah, 2011; "New Hampshire Statewide Marriage Records 1637–1947," database, FamilySearch, 2009; New Hampshire Bureau of Vital Records. "Marriage Records." New Hampshire Bureau of Vital Records and Health Statistics, Concord.

News and Citizen (Morrisville, Vermont)

1874 May 28, "Stowe." p. 2.

1896 August 13, "Stowe." p. 9.

1901 December 18, "Stowe." p. 5.

1911 May 3, "Stowe." p. 5.

1926 June 30, "Former Resident of Stowe Dies at Tilton, NH, June 26." p. 1.

Pierce, C.H.

1917 *Surface Waters of Vermont*. U.S. Geological Survey Water Supply Paper #424. Government Printing Office, Washington, D.C.

Pingry, William M.

1881 *A Genealogical Record of the Descendants of Moses Pengry, of Ipswich, Mass.* Warner & Hyde, Book and Job Printers, Ludlow, Vermont.

Stearns, Ezra S.

1875 *History of the Town of Rindge, New Hampshire from the Date of the Rowley Canada or Massachusetts Charter to the Present Time, 1736-1874, With a Genealogical Register of the Rindge Families*. Geirge H. Ellis, Boston, Massachusetts.

Stowe Land Records [SLR]

Various Years. *Stowe Land Records*. Ms. on File, Stowe Town Clerk's Office, Stowe, Vermont.

Thompson, Elizabeth H., Eric R. Sorenson, Robert J. Zaino

2019 *Wetland, Woodland, Wildland: A Guide to the Natural Communities of Vermont*. Second Edition. Chelsea Green Publishing, White River Junction, Vermont.

Times Argus (Barre, Vermont)

1973 August 9, "U.S. State Flood Aid Will Not Pay for Stowe Stream Stabilization." p. 20.

United States Census Bureau [U.S. Census]

1830 United States Federal Census, Population Schedule. [database on-line]. Ancestry.com Operations Inc. Lehi, Utah. [www.http://ancestry.com](http://ancestry.com) :2011. Original data: United States of America, Bureau of the Census. Fifth Census of the United States, 1830. National Archives and Records Administration Washington, D.C.: Record Group 29. National Archives Microfilm Publication M19.

1850 *United States Federal Census, Population Schedule* [database on-line]. Ancestry.com Operations Inc. Lehi, Utah. [www.http://ancestry.com](http://ancestry.com) :2009. Original data: United States of America, Bureau of the Census. Seventh Census of the United States, 1850. Record Group 29. National Archives and Records Administration Washington, D.C. National Archives Microfilm Publication M432.

1860 *United States Federal Census, Population Schedule* [database on-line]. Ancestry.com Operations Inc. Lehi, Utah. [www.http://ancestry.com](http://ancestry.com) :2009. Original data: United States of America, Bureau of the Census. Eighth Census of the United States, 1860. Record Group 29. National Archives and Records Administration Washington, D.C. National Archives Microfilm Publication M653.

1870 United States Federal Census, Population Schedule. [database on-line]. Ancestry.com Operations Inc. Lehi, Utah. [www.http://ancestry.com](http://ancestry.com) :2009. Original data: United States of America, Bureau of the Census. Ninth Census of the United States, 1870. National Archives and Records Administration Washington, D.C.: Record Group 29. National Archives Microfilm Publication M593.

1880 *United States Federal Census, Population Schedule* [database on-line]. Ancestry.com Operations Inc. Lehi, Utah. [www.http://ancestry.com](http://ancestry.com) :2010. Original data: United States of America, Bureau of the Census. Tenth Census of the United States, 1880. Record Group 29. National Archives and Records Administration Washington, D.C. National Archives Microfilm Publication T9.

1880

U.S. Geological Survey [USGS]

1958 *Montpelier, VT.* 15-Minute Topographic Quadrangle, 1:62,500. (Surveyed 1919; Reprinted 1958). United States Geological Survey, Washington, D.C.

1968 *Stowe, VT.* 7.5-Minute Topographic Quadrangle, 1:24:000 (Aerial Photographs 1966; Field Checked 1968). United States Geological Survey, Washington, D.C.

Vermont Bureau of Publicity

1914 *Industrial Vermont: The Mineral, Manufacturing, and Water Power Resources of the Green Mountain State.* Vermont Bureau of Publicity; Secretary of State for the State of Vermont (Guy W. Bailey), Capitol City Press, Montpelier, Vermont.

Vermont Death Records 1909-2008

Various years. *Vermont Death Records 1909-2008*. Database and Digital Images. Ancestry.com Operations Inc. Provo, Utah. *Ancestry.com*. [www.http://ancestry.com](http://ancestry.com): 2010. Original data: Vermont. Vermont Death Records, 1909-2003. Vermont State Archives and Records Administration, Montpelier, Vermont. Vermont. Vermont Death Records, 2004-2008. Vital Records Office, Vermont Department of Health, Burlington, Vermont.

Vermont Vital Records 1720-1908.

Various years. *Vermont Vital Records 1720-1908*. Database on-line. Ancestry.com Operations Inc., Provo, Utah. *Ancestry.com*. [www.http://ancestry.com](http://ancestry.com) : 2011. From Microfilmed original documents of the Vermont Secretary of State, Montpelier, Vermont.

Walling, H.F.

1859 *Map of the Counties of Orleans, Lamoille, and Essex, Vermont*. Loomis & Way, New York, New York.

Waterbury Record (Waterbury, Vermont)

1907 October 15, "Stowe." p. 5.

1909 April 20, "Stowe." p. 3.

APPENDIX

VERMONT DIVISION FOR HISTORIC PRESERVATION Environmental Predictive Model for Locating Precontact Archeological Sites

Project Name River's Edge Development County LA Town Stowe
 DHP No. _____ Map No. _____ Staff Init. _____ Date _____
 Additional Information _____

| Environmental Variable | Proximity | Value | Assigned Score |
|--|------------|-------|----------------|
| A. RIVERS and STREAMS (EXISTING or RELICT): | | | |
| 1) Distance to River or Permanent Stream (measured from top of bank) | 0- 90 m | 12 | <u>12</u> |
| | 90- 180 m | 6 | |
| 2) Distance to Intermittent Stream | 0- 90 m | 8 | <u>8</u> |
| | 90-180 m | 4 | |
| 3) Confluence of River/River or River/Stream | 0-90 m | 12 | <u>12</u> |
| | 90 -180 m | 6 | |
| 4) Confluence of Intermittent Streams | 0 - 90 m | 8 | <u>0</u> |
| | 90 - 180 m | 4 | |
| 5) Falls or Rapids | 0 - 90 m | 8 | <u>0</u> |
| | 90 - 180 m | 4 | |
| 6) Head of Draw | 0 - 90 m | 8 | <u>0</u> |
| | 90 - 180 m | 4 | |
| 7) Major Floodplain/Alluvial Terrace | | 32 | <u>0</u> |
| 8) Knoll or swamp island | | 32 | <u>0</u> |
| 9) Stable Riverine Island | | 32 | <u>0</u> |
| B. LAKES and PONDS (EXISTING or RELICT): | | | |
| 10) Distance to Pond or Lake | 0- 90 m | 12 | <u>0</u> |
| | 90 -180 m | 6 | |
| 11) Confluence of River or Stream | 0-90 m | 12 | <u>0</u> |
| | 90 -180 m | 6 | |
| 12) Lake Cove/Peninsula/Head of Bay | | 12 | <u>0</u> |
| C. WETLANDS: | | | |
| 13) Distance to Wetland (wetland > one acre in size) | 0- 90 m | 12 | <u>12</u> |
| | 90 -180 m | 6 | |
| 14) Knoll or swamp island | | 32 | <u>0</u> |
| D. VALLEY EDGE and GLACIAL LAND FORMS: | | | |
| 15) High elevated landform such as Knoll Top/Ridge Crest/ Promontory | | 12 | <u>0</u> |
| 16) Valley edge features such as Kame/Outwash Terrace** | | 12 | <u>12</u> |

-over-

May 23 ,2002

DECLARATION OF PLANNED UNIT DEVELOPMENT FOR
RIVER'S EDGE
STOWE, VERMONT

WHEREAS, Ski Lag Partnership, an unregistered Vermont partnership (Dana T. Percy, Jr. and Peter E. Percy) with its principal place of business in the Town of Stowe, County of Lamoille, and State of Vermont., is the owner of a parcel of land containing approximately 12.36 acres located off of Cape Cod Road, in Stowe, Vermont, upon which a twelve (12) Lot Planned Unit Development known as RIVER'S EDGE is located and which it wishes to subject to covenants, conditions, restrictions, easements, and liens in accordance with the provision of Title 27A of Vermont Statutes Annotated, Sections 1-101 et. seq. of the Uniform Common Interest Ownership Act.

ARTICLE 1
Submission, Defined Terms

Section 1.2. Definitions. Unless the context shall prohibit, certain words used in this Declaration shall have the following meanings:

“Allocated Interest” shall mean the common expense liability and votes in the Association.

“Assessments” shall mean the periodic assessments against each Lot by the Association to cover the costs of the operation of the Association and maintenance, repair, and replacement of all Common Elements which are to be maintained by the Association, including the accumulation of reserves for future contingencies.

“Association” shall mean and refer to the River's Edge Homeowners' Association, Inc., a Vermont nonprofit corporation, and its successors and assigns. The Association Lot Owners shall be the only members of the Association.

“Common Elements” shall mean any real estate within the Planned Community owned or leased by the Association, other than a Lot. The Common Elements are subject to all of the easements show on the Plan.

“Common Expenses” shall mean all lawful expenditures made or incurred by or on behalf of the Association in administering its duties including, but not by way of limitation, assessments for capital improvement escrow accounts and reserves for maintenance and replacement accounts for the Common Elements, and other purposes voted for by the Association.

“Declarant” shall mean and refer to the Ski Lag Partnership., and its successors and assigns.

"Development Rights" shall mean any right or combination of rights reserved by the Declarant herein to:

- (A) add real estate to a common interest community;
- (B) create units, common elements, or limited common elements within a common interest community;
- (C) subdivide units or convert units into common elements; or
- (D) withdraw real estate from a common interest community.

“First Mortgagee” shall mean any holder of a first mortgage lien, or the beneficiary under any first deed of trust encumbering an Association Lot. The term "Mortgage" shall be deemed to include both mortgages and deeds of trust.

“Limited Common Elements” shall mean a portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Lots.

“Member” shall mean the Lot Owners who are the governing authority of the Association and its duly authorized agents.

“Person” shall mean a person, as well as a corporation, limited liability company, partnership (general or limited), association, trustee; or other legal entity.

“Plan” or “Plat” shall mean a Plat entitled “Subdivision and Boundary Line Adjustment for River’s Edge PUD, Owners: Dana T. Percy, Jr. and Peter E. Percy, Weeks Holl Road and Cape Cod Road, Stowe, Vermont,” prepared by Grenier Engineering, P.C., dated February 2024, revised _____, 2024, and to be recorded in the Town of Stowe Land Records.

“Property” shall mean residential Lots 1 – 12, as well as the Common Land and those easements and rights upon and pursuant to which the Planned Community has or will be developed, as depicted on the Planas further described in Schedule A, attached hereto.

“Lot” shall mean a physical portion of the Planned Community designated for separate ownership or occupancy, depicted as Lots 1 – 12on the Plan.

“Lot Owners” shall mean the Owners of Lots and shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot, excluding, however, any person holding such interest merely as security for the performance or satisfaction of any obligation of an Association Lot Owner.

ARTICLE 2 Common Elements

Section 2.1. Common Elements.

- (a) The Common Elements are depicted on the Plat as Common Land, and shall also include all common water, wastewater, and other shared utility infrastructure.
- (b) The Common Elements shall be devoted to the common use and enjoyment of all Lot Owners. No Lot Owner or any other person shall maintain any action for partition or division thereof. The Common Elements may be developed only as specifically authorized by the Town of Stowe and the State of Vermont.
- (c) Each Lot Owner may use the Common Elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of other Lot Owners. Use of the Common Elements shall be subject to the limitations set forth herein and as may otherwise be limited by the Declaration and the Rules and Regulations regarding the use thereof as may be established from time to time by the Members.

Section 2.2 Limited Common Elements. None.

ARTICLE 3 The Association

Section 3.1 Membership.

- (a) Each Lot Owner shall be assigned one appurtenant and indivisible membership in the Association which may not be assigned hypothecated, pledged, or transferred in any manner except as an indivisible appurtenance to the said Lot. Multiple or joint Owners of a single Lot shall be treated for all purposes as jointly owning and holding the one membership appurtenant to that particular Association Lot.
- (b) A membership appurtenant to a Lot shall be vested in the Lot Owner by the recording of a deed in the Town of Stowe Land Records conveying a Lot to a purchaser. Membership in the Association shall be held by each Lot Owner, including the Declarant with respect to unsold Lots.
- (c) Except for Declarant's membership for unsold Lots, no membership rights or liability for Assessments shall be allocated or attributed to the purchaser of a Lot until the Lot is has been purchased from the Declarant..
- (d) Liability for Assessments shall be prorated equally among the Members existing in the Association at any point in time, unless altered as hereinafter set forth in Subsections 3.4(a).

Section 3.2. Voting Rights. Each Lot is entitled to one vote

Section 3.3. Declarant Control. The Declarant will convey to the Association

marketable title to the Common Elements by quit claim deed for One Dollar (\$1.00), and the Association will accept said title. If not conveyed previously, the title shall be conveyed contemporaneously with the Declarant's sale of the last Lot.

Section 3.4 Reserved Development Rights. The Declarant reserves Development Rights as defined by the Act and herein.

Section 3.5. Miscellaneous. In addition to any other powers and authority given the Association or its Members in this Declaration:

- (a) Allocated Interest: Common Expenses of the Association shall be borne equally among the Lots. However, allocation of Common Expenses to Lots owned by Declarant, but not sold to or occupied by a third party, may be less than Assessments allocated to Lots which have been conveyed to persons other than Declarant.
- (b) The Association shall maintain current copies of its Declaration, and any Rules and Regulations concerning the Planned Community, as well as its own books, records, and financial statements and shall make the same available for inspection by Lot Owners or First Mortgagees. In addition, the Association shall provide a financial statement for the preceding fiscal year upon the written request of any First Mortgagee.

ARTICLE 4

Covenant for Operating, Maintenance, Repair and Replacement Assessments

Section 4.1 Creation of a Lien and Personal Obligation for Assessments.

- (a) Each Lot Owner, by accepting and recording a deed or other instrument conveying title to an Lot, whether or not it be so expressed in such deed or instrument, is deemed to covenant and agree to pay to the Association: (i) annual Assessments to pay for Common Expenses; and (ii) Special Assessments for capital improvements, reserves for maintenance, replacement, or modification of the Common Elements, and for such other purposes voted by the Association.
- (b) The annual and special Assessments, together with interest, costs and reasonable attorneys' fees arising from the Association's efforts to collect the Assessment, shall be a charge against the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made, subordinate only, as to an Association Lot, the lien of a first mortgage thereon. Each Assessment, together with interest, costs, and reasonable attorneys' fees arising from the Association's efforts to collect the Assessment, shall also be the personal obligation of the Lot Owner who was the Lot Owner of an Lot at the time when the Assessment became due.
- (c) No Lot Owner shall be exempt from liability for Assessments by attempted waiver of the use or enjoyment of any of the Common

Elements, by abandonment of a Lot, or for any other reason. Prior to or at the time of any conveyance of a Lot, all liens and Assessments shall be paid in full to the Association and discharged by the Association. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid Assessments against the latter, up to the time of recording of the instrument transferring ownership of the Association Lot, without prejudice to the purchaser's right to recover from the selling Lot Owner amounts which may have been paid by the purchaser; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid Assessments against the selling Lot Owner within five (5) days following a written request to the Association, and the purchaser shall not be liable for, nor shall the Lot being conveyed be subject to a lien for any unpaid Assessments in excess of the amount set forth in the statement from the Association; except that each First Mortgagee who comes into possession of a Lot by virtue of foreclosure (or by deed or assignment in lieu of foreclosure), or any purchaser at a foreclosure sale, shall take ownership of the Lot free and clear of all unpaid Assessments or charges against said Lot which had become due or were delinquent prior to the acquisition of title to such Association Lot by the mortgagee or foreclosure sale purchaser. The Association shall provide any Lot Owner, contract purchaser, or mortgagee so requesting the same with a written statement of all unpaid Assessments against the Lot.

- (d) The Association shall take prompt action to collect any Assessments which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any Assessment not paid within ten (10) days of its due date shall bear interest from the due date at the rate of one percent (1%) per month, or at such other legal rate as may be fixed by the Members from time to time, and may additionally accrue a late charge if the Members establish one at any time. The Association shall also be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by the Association to collect Assessments.
- (e) Until all Lots are conveyed by Declarant to a third party, or have received a certificate of occupancy, Declarant shall be legally bound to cover any deficits or shortages that may arise in the Planned Community's initial period of operation.

Section 4.2. Purpose of Assessment. The Assessments levied by the Association shall be used to maintain, repair and replace the Common Elements and Limited Common Elements; to meet all requirements for capital improvements; and to meet all other expenses and obligations incurred by the Association, including but not by way of limitation, management fees, administrative expenses, corporate fees, real estate taxes, income taxes, insurance premiums, costs of monitoring, and other demands imposed or required by existing permits or approvals, or by subsequent amendments thereto.

Section 4.3. Budget for Assessments. The Members shall project and determine the total Assessments necessary to meet the expenses and reserve needs for each upcoming year. On or before the first day of November of each year, the Members shall

recommend a budget which shall be approved by the affirmative vote of sixty percent (60%) of the Members. The budget shall contain an estimate of the total amount necessary to pay the cost of maintenance, management, operation, repair, and replacement of the Common Elements, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses of the Association, including capital improvements, which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the Common Elements. Such budget shall also include such reasonable amounts as the Members consider necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. The failure or delay of the Members to prepare or to adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of the obligation to pay the Assessments as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Association Lot Owner shall continue to pay each Assessment at the rate established for the previous fiscal year until notice of the payment which is due.

Section 4.4. Special Assessments. The Members may levy Special Assessments to fund the cost of any construction, repair, or replacement of any capital improvement which is part of the Common Elements.

Section 4.5. Annual Operating Assessment. As set forth in Section 4.3, each year, the Members shall establish a budget to cover the ongoing Common Expenses of the Association. The Assessments shall be billed and collected on a monthly basis unless otherwise voted by the Members. Assessments shall be paid in advance in a manner initially established by the Declarant which complies with the requirements of FNMA and/or FHLMC, and thereafter in a manner as may be subsequently adopted by the Members.

ARTICLE 5

Lot Owner's Rights and Obligations in the Common Elements

Section 5.1. Easement of Enjoyment. Each Lot Owner shall have an unrestricted right and easement in common with others for ingress, egress, use, and enjoyment in and to the Common Elements, which right and easement shall be appurtenant to and pass with the title to every Lot.

Section 5.2. Easement and Right of Way Over Roadway. Each Lot Owner and the Association, and their heirs, successors and assigns, shall have an unrestricted right of way and easement, in common with others, for ingress and egress over and across the shared roadway, which use shall at all times be exercised in a manner to minimize interference with the use and enjoyment of all of the Lot Owners.

Section 5.3. Declarant's Reserved Easements. There is hereby reserved to the Declarant and its successors and assigns blanket easements upon, across, above, and under the Property, including the Common Elements, for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, telephone, and electricity, as well as storm water drainage and other services, such as, but not limited to, a master television and/or radio

system, or cable television system. It shall be expressly permissible for the Declarant, the Association, or their designees, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables, and other equipment related to the providing of any such utility or service.

Declarant also reserves for itself, and its successors and assigns, a non-exclusive, perpetual right, privilege, and easement with respect to the Property for the benefit of Declarant, its successors and assigns, over, under, in, and/or on the Property, without obligation and without charge to Declarant, for the purpose of completing the Project, including the construction, installation, development, sale, lease, maintenance, repair, replacement, use, and enjoyment of the Property and/or otherwise dealing with the Property.

Section 5.4. Use of Common Elements. The Common Elements shall be for the use and enjoyment of any Association Lot Owner, members of the immediately family of an Association Lot Owner, invitees or guests of an Association Lot Owner, or tenants or contract purchasers occupying an Association Lot. Rules and Regulations regarding the use of the Common Elements shall be promulgated and adopted by the vote of 66.67% of the Members of the Association.

No use or practice shall be permitted in the Common Elements which would be a source of annoyance to other Association Lot Owners or adjoining properties outside the Project. The Common Elements shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate. No immoral, improper, offensive, or unlawful use of the Common Elements shall be permitted.

ARTICLE 6 Maintenance

Section 6.1. Association Responsibility. The Association shall maintain, repair and replace the Common Elements of the Property and shall assess the Lot Owners for the expenses therefore.

Section 6.2. Association Lot Owner's Responsibility. Each Lot Owner shall maintain his or her Lot and all improvements thereon and appurtenances thereto in good repair. Such maintenance shall be consistent with this Declaration. In addition, each Lot Owner shall be responsible for paying the real estate taxes assessed against the Lot, for insuring the Lot and all improvements thereon, and for maintaining all private electric lines, sewer lines, septic tanks, leach fields, telephone lines, cable television lines, and wells, or other apparatus which serve only the Lot.

ARTICLE 7
Permit Compliance

Section 7.1 Permits. The overall development plan has obtained municipal and state permits and approvals, including but not limited to the following:

- (a) State of Vermont Land Use Permit 5L____ dated _____, 2024 and recorded at Book ____ Page ____ of the Town of Stowe Land Records.
- (b) State of Vermont Potable Water Supply and Wastewater Permits WW-5-____ dated _____, 2024 and recorded at Book ____ Page ____ of the Town of Stowe Land Records.
- (c) Town of Stowe Zoning Permit _____ dated _____, 2024 and recorded at Book ____ Page ____ of the Town of Stowe Land Records.

These permits and approvals include conditions which require disclosures to purchasers, demand the establishment of responsibilities to assure the maintenance, repair, replacement, or modification of systems, establish monitoring and inspection requirements, and require certain construction standards be adhered to as Lots and related infrastructure are constructed

Section 7.2. Responsibility. Each Association Lot Owner shall maintain his or her Lot in compliance with said permits and approvals. With regard to the Common Elements, the Association shall be responsible for: (i) assuring that all conditions, covenants, and disclosures contained in the permits and approvals are continually complied with; and (ii) establishing the necessary assessments and accounting systems to insure that all continuing obligations for monitoring, inspecting, maintaining, repairing, modifying, and replacing as called for in permits and approvals are achieved and the fiscal capability to perform the obligations is in place.

Section 7.3. Specific Disclosures and Covenants. In addition to the conditions set forth in Section 7.1, the Property is declared to be subject to the following where appropriate:

- (a) All Dwellings and future additions shall be constructed with insulation to an R-value of at least R-19 in the exterior walls, at least R-38 in the roof or cap, and at least R-10 around the foundation or slab. All slabs shall be thermally sealed from the foundation. All residential buildings shall have at least double pane insulating windows. The lighting fixtures in any utility buildings shall have energy efficient ballasts. All dwellings will be constructed with electrical infrastructure capable of supporting possible future solar connection.

- (b) The Association shall continually maintain all Common Elements, facilities and landscaping substantially as approved by the Town of Stowe. All dead or diseased landscape plantings shall be replaced as soon as reasonably possible.
- (c) All heated structures shall be constructed in conformance with the State of Vermont's Residential Building Energy Standards as from time to time amended.

ARTICLE 8
Covenants, Conditions, Easements, Obligations
and Restrictions and Applicable to Lots

Section 8.1. General Covenants. In order to ensure well planned residential uses and attractive views while preserving the area's natural and scenic character, Declarant does hereby declare that the following protective covenants, conditions, and restrictions shall apply to each and every Lot:

- (a) Residential Use. The Lots shall be used only for single-family residential purposes. This covenant in no way restricts an Owner's right to rent a dwelling constructed a Lot as a single-family residence except that all such rentals shall be evidenced by a written lease which must be for a minimum term of thirty (30) days. Notwithstanding the foregoing, each Lot Owner may rent their house located on a Lot for no less than 7 days at a time for no more than 3 times in a calendar year. No building or structure intended for or adapted to business, commercial, or industrial purposes, and no apartment house, double or duplex house, lodging house, rooming house, or other multiple-family dwellings shall be erected, placed, permitted or maintained on the Property or any part thereof. This paragraph shall not prohibit customary home occupations, except that no wholesale or retail sale of any products of a home occupation shall be conducted on the Property nor any exterior display or storage thereon. No new improvements or structures whatever, other than a dwelling, patio, or deck, may be erected, placed or maintained on the Property without the prior written approval of the Association.
- (b) Limitation On Structures and Habitation. No outbuilding, shed, tent, trailer, mobile home, or temporary building of any kind shall be erected, constructed, permitted, maintained, or used for permanent or temporary residential purposes without prior written approval of the Association. This covenant shall not prohibit the use of a construction trailer on the Property during construction of the dwelling.
- (c) Occupancy. No permitted private dwelling erected upon on the Property shall be occupied during the course of construction, nor at any time prior to it being fully completed as herein required; nor shall any residence when

completed be in any manner occupied unless in complete compliance with all covenants, conditions, reservations, and restrictions herein set forth.

- (d) Grading and Drainage. The grading and/or drainage patterns of the Property in the subdivision shall not be altered for any reason due to the Property's necessary conformance with the Plans submitted and approved by the Town of Stowe.
- (e) Tanks, Etc. No elevated tanks of any kind shall be erected, placed, or permitted on any part of the Property. Any tanks for use in connection with any dwelling constructed on a Lot, including tanks for the storage of fuels, must be buried or screened sufficiently to conceal them from the view of neighboring Lots, roads, and streets.
- (f) Garbage and Rubbish. All garbage and rubbish shall be kept in sanitary containers; there shall be no dumping or incineration of garbage or rubbish on any part of the Property. Said sanitary containers shall be stored inside, or if outside, screened sufficiently to conceal them from the view of neighboring Lots, roads or streets.
- (g) Tree Cutting and Dwelling Site Clearing. All tree cutting and clearing shall conform to the applicable requirements and restrictions set forth in the Town of Stowe Zoning Regulations and Permits, as the same may be amended from time to time. In addition, no tree larger than 4" in diameter shall be cut or removed without the approval of the Association, unless such tree is located closer than 50 feet to any point on an existing dwelling or the building envelope on each Lot depicted on the Plans.
- (h) Satellite Dishes. No satellite dishes larger than 36" in diameter shall be permitted on the Property or on any dwelling.
- (i) Utility Lines. All new electrical, telephone, cable TV and other utility line extensions to a Dwelling shall be placed underground.
- (j) Nuisances. No Lot shall be used in whole or in part for the storage of rubbish, trash, or scrap of any character whatsoever; nor for the storage of any property or item that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, item, or material be kept upon the Property or upon any Lot that will emit foul or obnoxious odors or cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Lots.
- (k) Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any Lot or on the dwelling or other structures located thereon.
- (l) Commercial/Unregistered Vehicles. After a dwelling has been constructed on any Lot, no commercial vehicles, construction, or like equipment of any

kind and/or any unregistered motor vehicles shall be permitted to be stored on any Lot.

- (m) Architectural Approval. Plans for structures to be built upon a Lot must be submitted to Declarant prior to the commencement of any construction upon the Lot. Declarant retains the right to approve all aspects of the construction, including, but not limited to, the proposed site, exterior form, materials, color, and the finished grade elevation.
- (n) Structures Permitted. One single family residential type dwelling with a minimum of 1,500 square feet of living space and associated barn, garage, or workshop shall be permitted per Lot.
- (o) Construction. The exterior construction of any structure built upon a Lot shall be completed in twelve (12) months from the date of commencement. The general landscaping and final site refinement shall be completed within eighteen (18) months from the commencement of said construction. Particular attention must be paid, and all reasonable precautions must be taken, to prevent soil erosion during construction.
- (p) Driveways. All shoulders of driveways constructed shall be seeded and mulched and all other reasonable precautions taken to prevent soil erosion.
- (q) Subdivision; Rights-of-Way. None of the Lots shall be further subdivided by a Lot Owner, and no rights-of-way shall be permitted over them to provide access to another Lot.
- (r) Mobile Homes. No house trailers of any kind whatsoever, or mobile homes, shall be kept, placed, or maintained on any Lot.
- (s) The Grounds. All grounds clearly visible from the access road shall be maintained in keeping with the general quality of the entire development. All open areas cleared or thinned on the parcel shall be kept and maintained by mowing, brush hogging, or other cutting to prevent the growth of underbrush, tree saplings, or other vegetation that would otherwise cause a scruffy and unkempt appearance of the Lot. This condition shall in no way limit plantings for screening or ornamental purposes.
- (t) Fencing. All forms of fencing commonly used for the containment of animals shall be allowed. However, the Declarant retains the right to indicate specific type of fencing and its method of construction. Fencing not used for containment of animals shall be so-called post and rail.
- (u) Utilities. All service lines for utilities, shall be installed from the nearest transformer underground to the desired building. There shall be no above-ground lines of any type. The Declarant reserves an easement and right of way across, under, and upon those portions of the Lots and land within the Property as are necessary or advisable for purposes of performing or causing to be performed proper installation, repair, maintenance, and

replacement of all utility service lines (including water, sewer, electrical, telephone, cable television, and the like), pipes, conduits, transformers, and other related equipment and paraphernalia. All such utility systems installation, maintenance, repair, and replacement work shall be performed in a good and careful manner, causing the least disruption possible, followed by all necessary actions to restore any disturbed earth surface to its natural and undisturbed condition, including filling, grading, seeding, and mulching. The Declarant hereby gives, grants, and conveys to the owners of all Lots within the Property the perpetual non-exclusive right and authority in common with others to connect to and utilize said primary electric power and service lines and related transformers. Following installation and energizing of the primary service lines, the Declarant shall have no further responsibility or liability for operation, maintenance, repair, or replacement thereof, the costs of which shall be shared proportionately by the owners of Lots and other property served thereby. Secondary electric power and telephone service lines to serve each Lot shall be installed by each Lot owner at his sole cost. The right of way reserved herein by the Grantors shall apply to future installation of any additional utility service lines, such as cable television, but the Declarant shall not bear any liability, responsibility, or cost for the installation, repair, maintenance, or replacement of any such future utility lines.

- (v) Animals. All common domestic animals shall be allowed, provided, however, that no commercial, breeding, housing and/or sale of animals shall be permitted on any Lot or on the Common Elements. Any animals raised, bred or kept in or on any Lot shall not create a nuisance, annoyance or danger to other Lot Owners.
- (w) Zoning. The Lots in the development are subject to the Town of Stowe Zoning Regulations. The owner of any Lot covenants and agrees that he will comply with the terms and conditions of such zoning regulations, ordinances, and bylaws.
- (x) Roadway Use and Maintenance. Each owner of a Lot within the Property shall be granted in the deed of conveyance for each Lot a perpetual, non-exclusive vehicular access right of way for use in common with others over, upon, and across the shared access roadway lands and said right of way shall be specified and described in the deed of conveyance. The Declarant, for itself and its designated successors and assigns, reserve rights of use, conveyance, dedication, and other interests pertaining to the vehicular access right of way. The owners of Lots shall pay, as a Common Expense, a proportionate share of the cost of maintaining, repairing, and replacing the roadways, drainage slopes, culverts, and other access improvements within said access road's right of way, which costs shall include but not be limited to graveling, grading, and other maintenance, repair, or replacement work as may be necessary or advisable from time to time.
- (y) Noise Polluting Devices. The operation of noise producing devices such as

motorcycles, trail bikes, all-terrain vehicles, or go-carts is not permitted on any Lot, except when leaving a Lot and returning. This prohibition regarding the operation of noise producing devices is limited in its application to the individual Lots and does not pertain to the shared access roadway. The operation by Lot owners of chain saws, tractors, or other noise producing devices in connection with the maintenance of a Lot shall be permitted only during daylight hours.

- (z) Lighting. The use of reflective surfaces and outdoor lighting fixtures higher than fifteen (15) feet shall be minimized to limit the visibility of any structure situated on a Lot from off-site. Exterior lighting fixtures shall be LED and be downcast or have shields and photometric qualities which limit off-site glare, visibility, and night sky pollution.

- (aa) Common Area. The areas designated as Common Land – 9.68 acres, more or less on the Plan is a common area and designated as a Common Element. Declarant grants to the owner of each lot within the Property a non-exclusive easement and right of access in common with others to all portions of the Common Land. Regulations concerning the permitted uses in this common area shall be adopted by an affirmative vote of 80% of the Owners Association, having due regard for the permanent protection and stewardship of this area.

Section 8.2. Compliance and Enforcement. Each Lot Owner shall be governed by and shall comply with the terms of this Declaration and any Rules and Regulations promulgated by the Association. A Lot Owner shall be liable for any expense incurred for maintenance, repair, or replacement rendered necessary by a Lot Owner's act, negligence, or carelessness, or by the act of any member of a Lot Owner's family, guests, invitees, agents, or lessees. With regard to the Common Elements, the Members of the Association shall have the right to impose a reasonable charge commensurate with the severity of the violation, which fine shall be a continuing lien against the Lot and the defaulting Lot Owner enforceable in the manner provided by the laws of the State of Vermont and/or this Declaration. The Association and/or an aggrieved Lot Owner shall have the right to abate, enjoin, or remedy the continuance of any violation, by appropriate legal proceedings either in law or in equity, including, without limitation, an action to recover any sums due for money damages, injunctive relief, or foreclosure of the lien for payment of Assessments, any combination thereof, and any other relief afforded by a court of competent jurisdiction. Said remedies shall be deemed cumulative and shall not constitute an election of remedies. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of this Declaration shall so damage the project and its property values that it cannot be adequately remedied by action at law or exclusively by recovery of damages. Should the Association or a Lot Owner employ counsel in order to validly enforce any of the foregoing covenants, conditions, reservations, restrictions, or obligations, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such Lot or Lots found to be in violation by a court of competent jurisdiction. Further, no delay or omission on the part of a Lot Owner in exercising any right, power or remedy herein provided for in the event of any breach of the covenants, conditions, restrictions, and obligations herein contained shall be

construed as a waiver thereof or acquiescence therein. No right of action shall accrue, nor shall any action be brought or maintained by any Lot Owner against Declarant for or on account of its failure to bring an action on account of any breach of these covenants, conditions, restrictions or obligations, or for imposing covenants, conditions, restrictions, and obligations herein which may be unenforceable at law.

ARTICLE 9

Condemnation, Damage or Destruction

Section 9.1. Condemnation of Portion of Common Elements. In the event of the condemnation involving a portion of the Common Elements, then, unless within sixty (60) days after such taking, and unless at least 66.67% of the Lot Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available, or may acquire additional lands for such purpose, if such lands are reasonably available. All awards received from such a taking shall be first used to pay for the restoration or replacement of the Common Elements. Any surplus funds remaining after such restoration or replacement shall be retained by the Association in a reserve fund, or, at the option of the Members, may be paid to the Lot Owners in accordance with their respective interests.

Section 9.2. Damage or Destruction. Any portion of the Common Elements which are damaged or destroyed shall be promptly repaired or replaced by the Association to the condition that existed immediately before the damage or destruction unless:

- (a) Repair or replacement is not permitted under applicable State or local statutes, laws, rules or ordinances; or
- (b) The Owners controlling eighty percent (80%) of the votes of the Association vote at a special meeting of the Association not to repair or replace the damaged or destroyed portion of the Common Elements.

Section 9.3. Insurance. The Association shall maintain, to the extent available, property insurance on the Common Elements, insuring against all risks of direct physical loss commonly insured against by an all-risk type policy with replacement cost endorsement and comprehensive liability insurance, in all such amounts as the Association shall determine from time to time. The annual cost of such insurance shall be included in the Annual Assessments as a Common Expense. All insurance proceeds shall be first used to pay for the restoration or repair of the portion of the Common Elements covered by an insurance claim. Any surplus funds remaining after such restoration or repair shall be retained by the Association in a reserve fund, or, at the option of the Members, may be paid to the Association Lot Owners in accordance with their respective interests.

ARTICLE 10

Amendment to or Termination of the Declaration

Section 10.1. General. This Declaration shall run with the land and be binding upon Declarant and all subsequent Lot Owners. Except as limited hereinafter, this

Declaration may be amended upon the vote or agreement of not less than 66.67% of the Lot Owners. Every amendment shall be prepared, executed, acknowledged, and recorded and shall become effective upon the recording of the amendment in the Town of Stowe Land Records.

Section 10.2 Rights Reserved in Declarant. Declarant may unilaterally amend this Declaration at any time to satisfy and meet any requirement of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any similar lending entity.

Section 10.3. Termination. Termination of this Declaration and after the Planned Community has been created shall occur if so voted by eighty percent (80%) of the Lot Owners. A decision to terminate this Declaration shall also require the written approval of sixty percent (60%) of the First Mortgagees.

Section 10.4. Duration. If any covenant, condition, restriction, or obligation of this Declaration, or this Declaration itself, is adjudicated to be illegal and/or of no force and effect because of its perpetual nature, then any covenant, condition, restriction or obligation, or this Declaration itself, shall be deemed to run with and bind the Property for a term of forty (40) years from the date of execution of this Declaration, and shall be deemed to automatically be extended for successive periods of ten (10) years unless terminated as provided herein.

Section 10.5. Compliance. Each Lot Owner shall be governed by and shall comply with the terms of this Declaration and any resolution, Rules and Regulations, or similar type documentation promulgated by the Association.

ARTICLE 11 Rights Related to First Mortgagees

Section 11.1. General Rights to Notice. Any First Mortgagee on a Lot may send the Association a written request identifying the First Mortgagee's name and address and the Lot against which it holds a first mortgage lien. Thereafter, the Association shall be obligated to send said First Mortgagee timely written notices as to any of the following: (i) any condemnation loss or casualty loss which materially affects the financial condition of the Project or any Lot; (ii) any delinquency in the payment of Assessments or other charges by a Lot Owner of an Lot subject to a first mortgage which delinquency remains uncured for a period of sixty (60) days; (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (iv) any proposed amendment or termination which requires the approval of the First Mortgagees.

Section 11.2. First Mortgagee Approval Required as to Certain Amendments. With respect to certain proposed amendments to this Declaration which could have a significant impact upon the rights and security of First Mortgagees, in addition to such an amendment receiving the approval of Lot Owners required in Section 10.1, the amendment shall also require the approval in writing of sixty percent (60%) of the First Mortgagees. The amendments which would be deemed to have a significant impact upon the rights and security of a First Mortgagee are as follows: (i) a change in voting rights of Association

Lot Owners other than provided for in this Declaration, (ii) a change in the manner Assessments are allocated or an alteration in the existing priority of First Mortgage liens over Assessments; (iii) alteration or elimination of the requirements for Assessment of reserves for maintenance, repair, monitoring and replacement of Common Elements and the improvements located thereon; (iv) sale, transfer, or alienation of the Common Elements, or alteration in the use of the Common Elements; (v) changes in responsibility for maintenance and repairs; (vi) changes in boundaries of any Lot, or the Common Elements, (vii) changes in any insurance or fidelity bonds; (viii) change in the terms required for leasing an Association Lot; (ix) removal of Property from the Project; (x) imposition of restrictions on an Association Lot Owner's rights to sell, transfer or alienate an Association Lot; (xi) restoration of the Project after casualty damage or partial condemnation in a manner other than restoring or repairing the Project to the way it existed prior to said casualty or condemnation; (xii) any amendment or action that would effectively terminate this Declaration or the legal status of the Project; (xiii) any decision by the Association to establish self-management when professional management had been previously required by a First Mortgagee; or (xiv) change in any provision of this Declaration which expressly benefits First Mortgagees.

Section 11.3. Failure to Provide Negative Responses. For the purposes of Section 11.2 of this Declaration, a First Mortgagee who receives a written request by certified mail, return receipt requested, to approve an action of the Owners or the Association for the matters described in Section 11.2, shall be deemed to have consented to such action unless said First Mortgagee provides a negative response to the Association within thirty (30) days of the date the written request is received by the First Mortgagee.

ARTICLE 12 Miscellaneous

Section 12.2. Partition. No Lot Owner nor any other Person shall bring any action for partition or division of the whole or any part of the Common Elements without the written consent of the Association.

Section 12.3. Captions, Headings. The captions and section numbers appearing in this Declaration are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Declaration or have any substantive effect.

Section 12.4. Partial Invalidity. If any term, covenant or condition of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Declaration shall be valid and be enforced to the fullest extent permitted by law.

Section 12.5. Government Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflicts of laws.

IN WITNESS WHEREOF, the Declarant has executed or caused this Declaration to be executed as of the ____ day of _____, 2024.

Dana T. Percy, Jr.

Peter E. Percy

STATE OF _____

COUNTY OF _____, SS.

At _____ (city/town), _____ (state/commonwealth) on this ____ day of _____, 2024, personally appeared Dana T. Percy, Jr. and Peter E. Percy and they acknowledged the foregoing instrument, by them sealed and subscribed, to be their free act and deed.

Before me, _____

Notary Public
My Comm. Exp. _____
My Comm. Number _____

[seal]

Schedule A
Property Description

Being a parcel of land containing, 12.36 acres to the centerline and 11.80 acres to the sideline of Cape Cod Road, consisting of Lots 1 – 12 and the Common Land, all as shown more on a survey entitled “Subdivision and Boundary Line Adjustment for River’s Edge PUD, Owners: Dana T. Percy, Jr. and Peter E. Percy, Weeks Holl Road and Cape Cod Road, Stowe, Vermont,” prepared by Grenier Engineering, P.C., dated February 2024, revised _____, 2024, and to be recorded in the Town of Stowe Land Records.

Said lands and premises consist of all or portions of the following parcels of land:

- a. Being all and the same lands and premises conveyed to Dana T. Percy, Jr., by Warranty Deed of Dale E. Percy dated April 18, 1991 and recorded at Book 218, Page 345 of the Town of Stowe Land Records, and to Peter E. Percy by Warranty Deed of Dale E. Percy dated November 2, 1995 and recorded at Book 307, Page 322 of the Town of Stowe Land Records (“Ski Lag Parcel” or “Riley/Murphy/Savage Parcel”).
- b. Being a portion of all and the same lands and premises conveyed to Dana T. Percy, Jr. and Peter E. Percy by Warranty Deed of Dale E. Percy dated February 16, 1995 and recorded at Book 307, Page 326 of the Town of Stowe Land Records (“Percy Park Office Parcel”).
- c. Being a portion of all and the same lands and premises conveyed to Dale E. Percy and Peter E. Percy by Warranty Deed of Cape Cod Associates dated September 23, 1994 and recorded at Book 287, Page 255 of the Town of Stowe Land Records. The interest of Dale E. Percy was conveyed to Dana T. Percy, Jr. by Warranty Deed dated October 25, 1995 and recorded at Book 307, Page 324 (“Cape Cod Parcel B”).

The Property is commonly known as designated as 281 Cape Cod Road, Stowe, Vermont.

Schedule B

BY-LAWS OF

RIVER'S EDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1 NAME AND LOCATION

The name of the corporation is River's Edge Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Stowe, Vermont, but meetings of members and directors may be held within or without this State as may be provided in the By-Laws.

ARTICLE 11 DEFINITIONS

Section 1. "Association" shall mean and refer to River's Edge Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean the common open land owned by the Association, together with the common water and wastewater infrastructure located thereon.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any residential lot in River's Edge, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership.

Section 2. In the event of a deadlock on a vote concerning any matter governed by these By-Laws, the Owners may select an arbitrator whose decision on the "deadlock matter" shall be binding on the respective Owners.

ARTICLE IV MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on date in the month of October, at such place and time as the Directors may dictate.

Section 2. Notice of Meetings. Written notice of any regular or special meeting

of the members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and the purpose of the meeting.

Section 3. Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as foresaid shall be present or be represented.

Section 4. Proxies. At all meetings of members, each member may vote in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit.

ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Members. The affairs of this Association shall be managed by a board of not less than three nor more than five directors, who must be members of the Association. The exact number to be determined at the time of the election or appointment.

Section 2. Term of Office. Directors shall hold office for a period of two (2) years. Cumulative voting in the election of directors shall not be permitted.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Resignation. Any director may resign at any time by written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any length of time specified herein. Unless otherwise specified therein, acceptance of such resignation by the Board shall not be necessary to make it effective.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his or

her actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations shall be made from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII MEETINGS OF DIRECTORS

Section 1. Regular Meetings. A regular meeting of the directors shall be held immediately after and at the same place as the annual meeting of members. The Board may provide the time and place within Stowe, Vermont.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director and all members.

Section 3. Quorum and Voting. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4. Action Without A Meeting. The directors may act without a meeting by instrument signed by all directors provided that such instrument is inserted in the minute book and notice is provided to the members. Any action so taken shall have the same effect as though taken at a meeting of the directors.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Elements, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction of;

(b) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Articles of Incorporation;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one half (1/2) of the members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to;

(i) fix the amount of the annual assessment against each Unit as least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action of law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be

bonded, as it may deem appropriate;

(g) cause the Common Land, the access roadway and any other facilities owned by the Association to be maintained in accordance with State and local permits and approvals.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Designation of Officers. The principal officers of the corporation shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from the office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

PRESIDENT

The president shall be the chief executive officer of the Association. He/she shall preside at all meetings of the unit owners and of the Board of Directors. He/she shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the laws of the State of Vermont, including but not limited to, the power to appoint committees from among the unit owners from time to time as he/she in his/her discretion decides is appropriate to assist in the conduct of the affairs of the Association. The president shall see that the orders and resolutions of the

Board are carried out.

VICE - PRESIDENT

The vice-president shall act in the place and instead of the president in the event of his/her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him/her by the Board.

SECRETARY

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by the Board of Directors. Vouchers for the payment of Association funds shall be approved by the treasurer before payment.

COMPENSATION OF OFFICERS

No officers shall receive any compensation from the Association for acting as such, except that officers may be reimbursed for out of pocket expenses or may be paid services rendered if so voted at membership meeting.

ARTICLE X COMMITTEES

The Board of Directors may appoint such committees as are deemed appropriate in carrying out its purpose.

ARTICLE XI BUDGET AND ASSESSMENT

Section 1. Directors' Proposal. At least thirty (30) days before the annual members' meeting the Board of Directors shall submit to the members a proposed budget for the ensuing year which depicts the anticipated operating expenses and taxes to be paid, equipment improvement and replacement, and reserved payments to be made by the

Association to the members for such year and a sufficient amount to defray those expenditures.

Section 2. Members Adoption. The proposed budget shall not become final until submitted to the annual meeting of the members who may either adopt it as presented or adopt it in some revised fashion. The annual assessment shall take effect from the first month following this adoption.

Section 3. Supplemental Assessment. If during any fiscal year the Board of Directors determine that the annual assessments for that year are less than operating expenses actually incurred or likely to be incurred, the Board may recommend a supplemental assessment and convene a special members' meeting for the purpose of acting upon such recommendations. Such a supplemental assessment shall be payable in accordance with the resolution authorizing same.

Section 4. Capital Assessment. The corporation may levy a capital assessment covering the period either longer or shorter than the year in which it is voted for the purpose of defraying the costs of constructing, reconstructing, adding to, replacing, or otherwise improving a capital improvement upon the Association property provided that the same duly adopted by the members voting at any annual or special meeting called for the purpose.

Section 5. Payment Liability. Each Owner shall be liable to the corporation for payment of the full amount of all assessments attributable to the lot and the owner may not exempt or discharge himself or herself from liability for payment thereof by not using, or waiving his right to use the Association property. Any delinquency shall be a lien upon the lot and may be foreclosed by the Association.

Section 6. Delinquent Costs. If an Owner fails to pay when any assessment is due he shall be liable for interest thereon from the due date at the legal rate of interest then prevailing at local lending institutions for mortgages and further in event collection is required the unit owner shall be responsible for any attorney's fees or costs in connection with the collection of same, including the cost of foreclosure if necessary.

Section 7. Suit and Attachment. The Association may bring suit against the owner for the collection of delinquent assessments and it may, as an incident thereof, make an attachment against the owners' units.

Section 8. Audit. An audit of the accounts of the Association shall be made annually, and a copy of the audit report shall be furnished to each member not later than six (6) months after the end of the fiscal year.

ARTICLE XII ADDITIONS, ALTERATIONS, and IMPROVEMENTS

Section 1. Additions, Alterations, and Improvements by the Board of Directors. Whenever, in the judgment of the Board of Directors, the Common Elements shall require additions, alterations, or improvements costing in excess of Two Thousand, Five Hundred

and no/100 Dollars (\$2,500.00) the Board of Directors shall proceed with such alterations or improvements only with the consent of 75 percent of the unit owners and shall assess all unit owners for the costs of the common charge.

Section 2. Additions, Alterations, and Improvements by Owners. In order to maintain and insure the architectural integrity of River's Edge Hom Owners Association, Inc as originally established by its developers, no unit owners shall make any structural additions, alterations, or changes without the approval of the Board of Directors.

ARTICLE XIII BOOK AND RECORDS

The Board of Directors or the Managing Agent shall keep detailed records of the actions of the Board of Directors and the Managing Agent; minutes of the meetings of the Board of Directors; minutes of the meetings of the members; financial records and books of account for the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each assessment of common charges against such unit, the date when due, the amounts paid thereon, the balance remaining unpaid, and a list of all mortgagees of record for each unit. The Board of Directors shall present to the members at the annual meeting a written statement concerning the Association's acts and affairs, or at any special meeting upon the request in writing of one half (1/2) of the members of a written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all members at the annual Association meeting. The books, records, papers, Articles of Association, and By-Laws of the Association shall be available to its members at the principal office of the Association and copies of the same shall be available to members at a reasonable cost.

ARTICLE XIV PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE XV AMENDMENTS

Section 1. Vote Required. These By-Laws may be amended at any annual members' meeting or at a special meeting of the members called for that purpose by a vote of 75 percent of the Association.

Section 2. Limitations. No such amendment shall be valid if it would render the Association contrary to or inconsistent with any requirements of the provisions of the Vermont Uniform Common Interest Ownership Act.

Section 3. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Severability. The invalidation of any provisions of these By-Laws shall no wise affect any other provisions which shall remain in full force and effect.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provisions thereof.

Section 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to included the feminine gender, and also the neuter gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 4. Waiver. No restrictions, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XVII FISCAL YEAR

The fiscal year of the Association shall begin on January I and shall end on December 31 of every year, except that the first fiscal year shall begin on the date of the incorporation.

IN WITNESS WHEREOF, the Declarant has executed or caused this Declaration to be executed as of the ____ day of _____, 2024.

Dana T. Percy, Jr.

Peter E. Percy

STATE OF _____

COUNTY OF _____, SS.

At _____ (city/town), _____ (state/commonwealth) on this ____ day of _____, 2024, personally appeared Dana T. Percy, Jr. and Peter E. Percy and they acknowledged the foregoing instrument, by them sealed and subscribed, to be their free act and deed.

Before me, _____

Notary Public
My Comm. Exp. _____
My Comm. Number _____

[seal]

Chris Austin

From: Sarah Heneghan
Sent: Thursday, September 19, 2024 10:34 AM
To: Chris Austin
Subject: FW: Rivers Edge Prime Ag.

Thanks!

Sarah Heneghan
Grenier Engineering
PO Box 445
Waterbury VT 05676
802-244-6413 Ext. 108
www.grenierengineering.com



From: Rockland-Miller, Ari <Ari.Rockland-Miller@vermont.gov>
Sent: Monday, September 16, 2024 1:35 PM
To: Sarah Heneghan <sarah@grenierengineering.com>
Cc: Chris Austin <chris@grenierengineering.com>
Subject: RE: Rivers Edge Prime Ag.

Sarah,

Thank you, and confirming receipt of your response with this context including acreage of the soils labeled as existing fragmentation. The Agency will review this information and let you know if there are any further questions.

Best,
Ari

From: Sarah Heneghan <sarah@grenierengineering.com>
Sent: Monday, September 16, 2024 1:24 PM
To: Rockland-Miller, Ari <Ari.Rockland-Miller@vermont.gov>
Cc: Chris Austin <chris@grenierengineering.com>
Subject: RE: Rivers Edge Prime Ag.

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Hi Ari,

Thank you for the quick response.

The total amount of existing fragmentation is 1.28 acres. We believe both areas A and B are not able to be used for farming, especially area A as the largest width between steep slopes and wetland buffer is 95' and there is a very narrow

“entrance” into this area. Steep slopes separate area A and B and do not allow enough proper space for agriculture activities to take place in either area. Along with that the total area in question is surrounded by previously disturbed, wetland buffer, and soil within the 100’ river setback, isolating the fragmented area.

Thank you and let me know if you need anything else.

Best,

Sarah Heneghan
Grenier Engineering
PO Box 445
Waterbury VT 05676
802-244-6413 Ext. 108

www.grenierengineering.com



From: Rockland-Miller, Ari <Ari.Rockland-Miller@vermont.gov>
Sent: Monday, September 16, 2024 8:24 AM
To: Sarah Heneghan <sarah@grenierengineering.com>
Subject: RE: Rivers Edge Prime Ag.

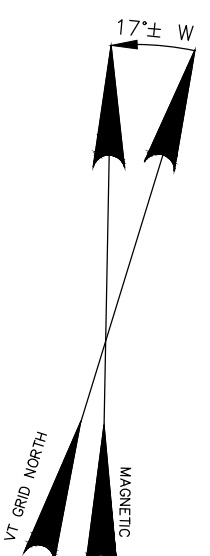
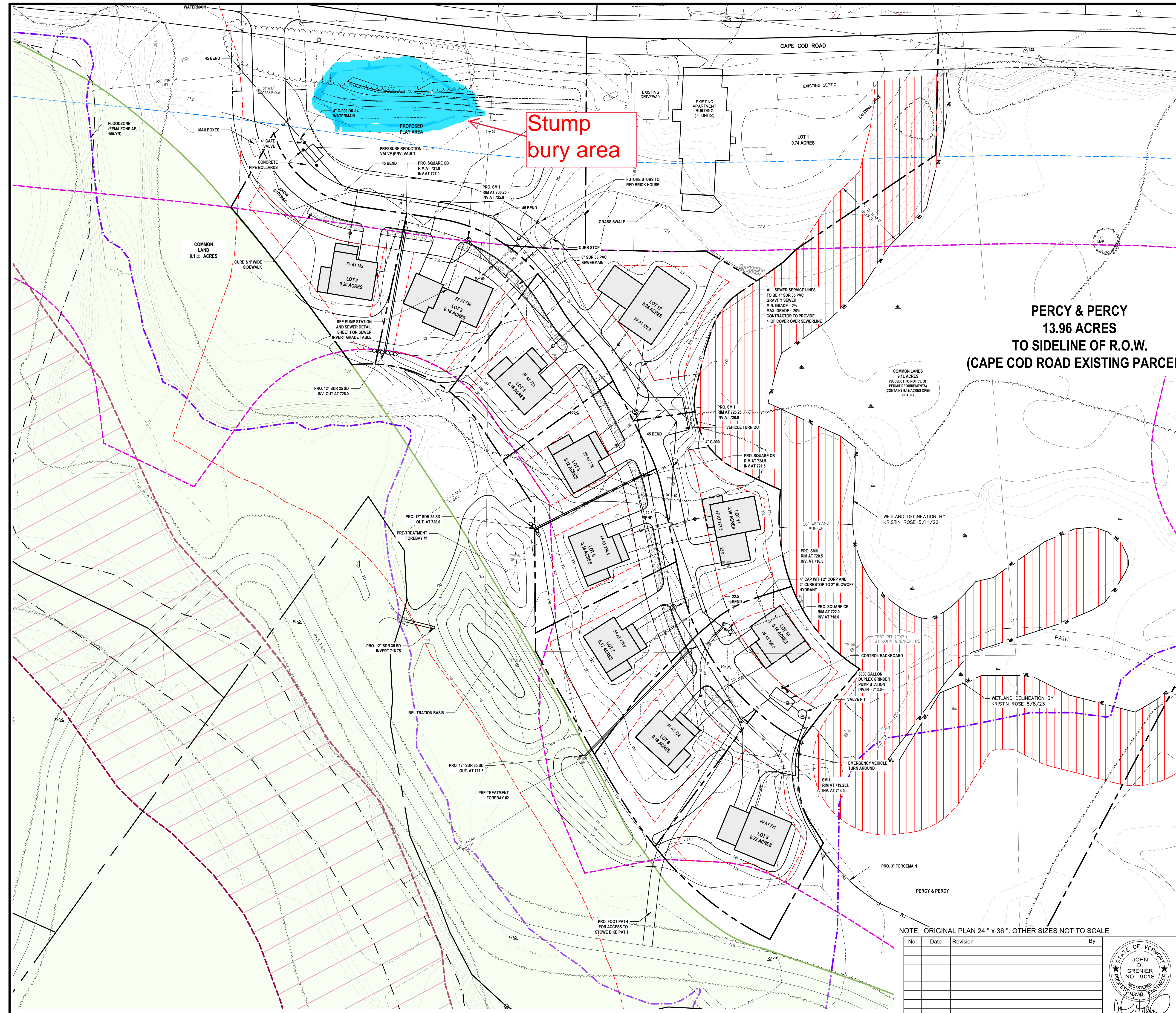
Sarah,

Thanks for your outreach and attention to 9(B). The Agency has the following update/question regarding review of the plan revision dated 8/20/24 with LOD line and legend.

The Agency’s review to date indicates it accepts the assertion that the soils subject to existing fill (5 inches deep of fill altering mapped soils) as a pre-existing condition, no longer meet the PAS definition due to this existing impact. Likewise, the Agency’s review indicates it accepts the assertion that the Class II wetlands and buffer, where not in ag use, do not meet the PAS definition. The Agency’s only question at this time is about the acreage of remaining soils labeled as subject to existing fragmentation (‘previously fragmented’), to the extent those soils are within proposed LOD and would be used for proposed new development within scope of this project.

Please label (or provide a short description) clarifying the acreage (or fraction thereof) of soils labeled as subject to existing fragmentation (light blue dashed line), focusing on soils within proposed limits of disturbance, to support the applicant’s assertion that all soils are subject to existing impacts. Alternatively, if a small portion of soils within LOD retain agricultural potential as existing condition, please clarify this acreage or fraction thereof. Please note that if, subject to review, a proposed PAS impact warrants less than 2.0 acres mitigation with the applicable multiplier, then the Agency’s review would consider it a de minimis impact for which mitigation would not be warranted until cumulative impacts going forward (if applicable) exceeded the de minimis threshold.

Best,
Ari



**PERCY & PERCY
13.96 ACRES
TO SIDELINE OF R.O.W.
(CAPE COD ROAD EXISTING PARCEL)**

LEGEND

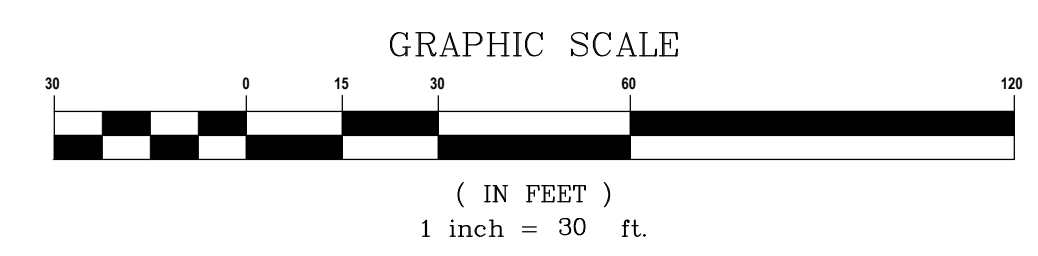
| | |
|--|----------------------------------|
| | SURVEY CONTROL POINT |
| | IRON PINROD FOUND |
| | SOIL TEST PIT |
| | UTILITY POLE |
| | PRO. HYDRANT |
| | PRO. GATE VALVE |
| | PRO. SEWER MANHOLE |
| | EX. PROPERTY LINE |
| | PRO. LOT LINE |
| | RR3 DISTRICT ZONING SETBACK LINE |
| | PUD DOUBLE SETBACK |
| | RIGHT OF WAY EASEMENT |
| | EX. EDGE OF ROAD/DRIVE |
| | PRO. EDGE OF ROAD/DRIVE |
| | EDGE OF WETLAND |
| | PRO. WATERLINE |
| | PRO. WATER SERVICE |
| | PRO. GRAVITY SEWERLINE |
| | PRO. SEWER SERVICE |
| | EX. OVERHEAD POWER |
| | EX. CONTOURS |
| | PRO. CONTOURS |
| | SEPTIC ISOLATION SHIELD |
| | EX. TREE LINE |
| | EDGE OF RIVER |
| | 100 YEAR FLOOD PLAN |
| | ANR RIVER CORRIDOR |
| | ANR FLOODWAY |
| | WETLAND BUFFER |

NOTE
ALL SEWER SERVICE LINES ARE 4" SDR 35 PVC UNLESS OTHERWISE STATED.
ALL WATERLINES ARE 1" CTY POLY UNLESS OTHERWISE STATED.
FOR ALL GRAVITY SEWER MIN. GRADE IS 2% MAX. GRADE IS 20%, CONTRACTOR TO PROVIDE 4' OF COVER OVER SEWERLINE.

NOTE
EXISTING BASE DRAWING & TOPOGRAPHICAL FEATURES PROVIDED BY OTHERS AND WERE NOT SURVEYED/FIELD VERIFIED BY THIS OFFICE. LIDAR CONTOURS TAKEN FROM THE VERMONT CENTER FOR GEOGRAPHIC INFORMATION (VCGI).

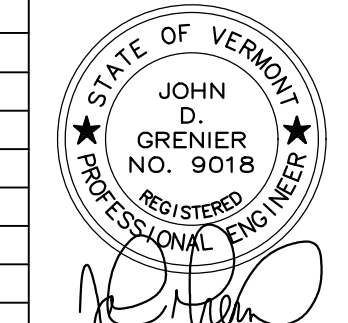
ZONING TABLE

| |
|------------------------|
| ZONING DISTRICT: RR2 |
| FRONTYARD SETBACK: 60' |
| SIDEYARD SETBACK: 50' |
| REARYARD SETBACK: 50' |
| ZONING DISTRICT: WBCS |
| FRONTYARD SETBACK: 60' |
| SIDEYARD SETBACK: 35' |
| REARYARD SETBACK: 35' |



NOTE: ORIGINAL PLAN 24" x 36". OTHER SIZES NOT TO SCALE

| No. | Date | Revision | By |
|-----|------|----------|----|
| | | | |
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| | | | |



**SITE PLAN - PROPOSED PUD
RIVER'S EDGE - OWNER: PERCY & PERCY
CAPE COD ROAD STOWE**

P.O. Box 445
Waterbury, VT 05676
TEL (802) 244-6413
FAX (802) 244-1572
grenierengineering.com

Date: 11.01.23
Scale: 1" = 30'
Designed: JDG
Drawn: TJM
Checked: JDG
Sheet No: C-3



Municipal Tax Revenue Estimation
Rivers Edge Subdivision (Percy)
Cape Cod Rd Stowe

Town of Stowe Non-Homestead Municipal Tax Rate (2025) - \$1.3379 per \$100 of assessed value (1%)

Average assessed value of 8 existing residential properties with municipal water/sewer, at least 1500 sf living space with garages, clustered on lots sized at 0.09 ac. to 0.19 ac. = \$866,362.50 (Palisades St in Stowe).

$\$866,362.50$ (avg. assessed value) \times 1% = $\$8,663.63$ \times 1.3379 (tax rate) = $\$11,591.07$ per lot

$\$11,591.07$ \times 11 new lots = $\$127,501.77$ per year

Please note this is an estimate based on the similar nature of the existing properties as described above and the proposed subdivision. This represents a baseline estimate based on the minimum requirements for construction on each lot as described in the Rivers Edge HOA documentation. Assessed values in the Rivers Edge subdivision are likely to exceed the average stated here based on what is actually constructed on each lot in the future and the current assessments at that time.



NOTICE
Intent to Abandon
Act 250 Land Use Permits 5L0220 and 5L0686
Act 250 Rule 38(B)

State of Vermont Natural Resources Board
District 5 Environmental Commission
10 Baldwin Street, Montpelier, VT 05633-3201
802-476-0185
<https://nrb.vermont.gov/>

Notice is hereby given that on August 31, 2024 a petition to abandon Land Use Permits (LUP) 5L0220 and 5L0686 was filed by Harold B. Stevens, Esq. on behalf of current owner Mary J. Connacher Revocable Family Trust, to abandon the permits by non-use. LUP 5L0220, issued on August 27, 1974 to Stowe Building Company authorized a 78-unit condo project located on a 156-acres tract off West Hill Road in Stowe, Vermont. The project was not commenced. After LUP 5L0220 expired, Stowe Building Company filed application 5L0686 to renew the permit. LUP 5L0686 was issued on April 12, 1982. The project was not commenced. Connacher has no intention of commencing the project.

The District 5 Environmental Commission will address this petition under [Act 250 Rule 38\(B\)](#) – Voluntary Abandonment of Permit. Findings of Fact and Conclusions of Law will not be prepared unless a public hearing is requested, or the Commission holds a hearing on its own motion. The written request for a hearing must state with specificity why a hearing is required and what additional evidence will be presented.

No hearing will be convened unless a party notifies the Commission on or before **October 8, 2024** or the Commission sets the matter for hearing on its own motion. If a timely hearing request is received, the District Commission shall provide notice not less than 10 days prior to the scheduled hearing.

Parties entitled to participate are the municipality, the municipal planning commission, the regional planning commission, state agencies, adjoining property owners, parties of record and other persons who can demonstrate a particularized interest pursuant to [10 V.S.A. § 6085\(c\)\(1\)](#).

Dated this 18th September 2024.

By: /s/ Susan Baird
Susan Baird, District Coordinator
District 5 Environmental Commission
susan.baird@vermont.gov



Town of Stowe
Conservation Commission
Monday September 9, 2024
MEETING MINUTES

A regular meeting of the Conservation Commission was held on Monday September 9, 2024, at 5:30 pm. The meeting was held remotely using zoom with no physical meeting location. Members in Attendance: Jacquie Mauer, Phillip Branton, Colleen McGovern, Kay Barrett. Staff in Attendance: Sarah McShane. Others in Attendance: Michael Snyder.

Call to Order- Following technical difficulties, J.Mauer called the meeting to order around 5:38 PM.

Public Comments & Adjustments to the Agenda – No public comments. No adjustments to the agenda.

Review Meeting Minutes [08/27/2024] On a motion by P.Branton, seconded by C.McGovern, the minutes of the prior meeting passed without opposition.

Develop Monthly Calendar for Educational Activities & Topics. Members continued their discussion regarding building a library of educational materials that could be used throughout the year to educate the public on a variety of natural resources and conservation topics. J.Mauer shared her recent experience and conversations from SLT's annual meeting. Members felt the Commission could do more regarding education by tabling at events, sharing information on front porch forum, hosting public meetings, and other similar avenues. Members discussed the update to the Town Plan and how the Commission could learn through its own public education efforts, while informing the community. Members discussed effective ways to carry out public education efforts (i.e., tabling at the Farmers Market, hosting public talks, meeting people where they are at, etc.) Next steps include J.Mauer posting seasonal fall information regarding 'leave the leaves' and K.Barrett continuing to discuss and develop a possible public talk regarding flood resiliency.

Sterling Forest Management Plan – Continued Discussion & Development of Recommended Amendments. S.McShane introduced M.Snyder and mentioned how he can be a resource to the Commission. During the last meeting there was some confusion regarding the difference between a land management plan and a forest management plan and the level of specificity that should be included in the land management plan recommendations. Members shared their outstanding questions/comments. P.Branton mentioned winter parking, parking and trail signage, and trail management/maintenance as the primary issues he feels need to be addressed in the plan amendments. Members also discussed a possible phase 4 timber harvest. M.Snyder shared his comments on land management plans and forest management plans. He described the Sterling Forest Management Plan as an 'activity plan' that covers many topics (trails, parking, timber management, etc.) and should contain strong statements of land ethics. The plan should contain minimum details such as who is responsible for completing/coordinating the activity, when should it be completed, and to what standards should be applied. He encouraged the Commission to stick to guiding principles or the 'philosophy' for the forest. This will allow for adaptability and not prescribe an exact procedure. Members discussed trail-based recreation- a human use that needs to be met but can damage the forest- how can the use be accommodated while minimizing impacts. Members discussed changes in hydrology and investing in fixing or relocating portions of the Upper Gorge Loop to be more sustainable. Members discussed forestry and how a larger forestry project might also need annual maintenance. Members discussed how remediating the Upper Gorge Loop might also be able to be paired with a forest management project to

provide dual benefits- trail maintenance, economics, and forest diversity. Members discussed ways to articulate recommendations while recognizing some activities are not simple. Members felt they should review the proposed plan recommendations to make sure they accurately reflect the intentions of each activity and contain strong statements of purpose and intent to provide direction for the future management of the forest. Members also discussed forest health, timber management, trail hydrology, etc. M.Snyder explained how by disrupting the forest canopy, it accelerates the development of the forest and although the patch cuts may appear 'simple' following the harvest, at a project level the forest is more 'complex' and more resilient. Members discussed how the proposed plan amendments are intended to provide factual updates but also modernize the plan to contain a strong forest 'philosophy', purpose, and intentions. Staff will re-circulate the draft plan with the hopes of finalizing the amendments and advancing recommendations during the next meeting.

Discuss- Solicit Student Representative for Upcoming School Year. Members discussed opportunities to work with the school and find another student representative for the upcoming school year. J.Mauer shared that the Energy Committee recently found two great student representatives. J.Mauer and E.Freund plan on meeting with Roger Murphy from Stowe High School to discuss.

General Reports & Updates

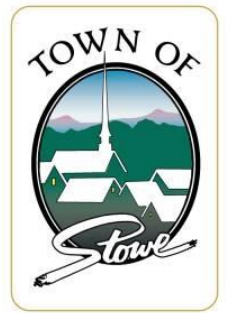
Members thanked C.McGovern for her contributions to the Commission as it was her last meeting before moving abroad for school.

Other Business

None

Next Meeting Date- 9/23/2024. The meeting adjourned at approximately 7:00 pm.

Respectfully submitted,
Sarah McShane- Planning & Zoning Director



Town of Stowe
Development Review Board
Meeting Minutes – September 17, 2024

A regular meeting of the Development Review Board was held on Tuesday, September 17, 2024, starting at approximately 5:00 pm. The meeting was held at the Stowe Town Office with remote participation using the “Zoom” application.

Members Present: Drew Clymer, Mary Black, Peter Roberts, Tom Hand, Patricia Gabel, Andrew Volansky, David Kelly.

Staff Present: Sarah McShane- Planning and Zoning Director, Ryan Morrison - Deputy Zoning Administrator, Kayla Hedberg- Planning & Zoning Assistant

Others Present in Person: [See sign-in attendance sheet]

Meeting Chair Clymer called the meeting to order at approximately 5:00pm.
The Board approved the agenda for the meeting.

Development Review Public Hearings

Project # 7380 (Cont. from 6/18; 7/16 & 8/20)
Owner: Shaw Hill Farm LLC
Tax Parcel #:06-176.020
Location: 934 Shaw Hill Rd
Project: New Single-Family Dwelling in RHOD
Zoning: RR5/RHOD

D. Clymer opened the meeting by reviewing the relevant standards and requesting testimony. T. Looney was the sole member present and was sworn in by D. Clymer at approximately 5:00 PM.

T. Looney provided testimony regarding the recommended revisions discussed during the June 18th hearing and indicated that he would submit supporting documentation to the staff.

D. Clymer inquired whether T. Looney could provide this documentation by the next available hearing.

D. Kelly made a motion to continue hearing #7380 to October 1, 2024, which was seconded by M. Black. The motion was approved with a vote of 6-0-1, with D. Clymer, M. Black, P. Roberts, T. Hand, P. Gabel, and D. Kelly voting in favor, and A. Volansky abstaining.

Project # 7334 (Cont. from 5/21 & 7/16)
Owner: Ampersand Properties LLC
Tax Parcel # 06-088.200
Location: Mountain Road /06-088.200
Project: Final Review for PRD Consisting of Seven Buildings and 22 Dwelling Units
Zoning: MRV

46
47 D. Clymer re-opened the hearing for Project 7334. Planning and Zoning Director S. McShane
48 clarified that the applicant submitted a written request for a continuance. S. McShane suggested the
49 DRB continue the hearing to the time and date certain of November 5th.

50
51 D. Kelly made a motion to continue Project #7334 to November 5, 2024, which was seconded by M.
52 Black. The motion passed unanimously.

53
54 **Project #: 7325 (Cont. from 4/2; 6/4; 7/16; 8/6; 9/3)**
55 **Owner: Stowe Country Club LLC c/o Stowe Mountain Lodge**
56 **Tax Parcel #: 06-081.000**
57 **Location: 744 Cape Cod Rd**
58 **Project: Preliminary Subdivision/PUD Review including Club House, Recreational Amenities,**
59 **and Residential Uses.**
60 **Zoning: RR2/RR3**

61
62 D. Clymer opened the continued hearing for Project 7325; however, the Applicant S. Gaines and his
63 representatives were not present.

64
65 M. Black moved to enter deliberative session at 5:07 PM, the motion was seconded by A. Volansky.
66 The motion passed unanimously. The DRB entered deliberative session.

67
68 M. Black moved to exit deliberative session, with A. Volansky seconding the motion. The motion
69 passed unanimously. The board exited deliberative session at 5:21 PM.

70
71 While waiting for the Applicant, the DRB reviewed the prior meeting minutes. A. Volansky moved
72 to approve the meeting minutes from September 3, 2024, which was seconded by D. Kelly. The
73 motion passed unanimously.

74
75 While waiting for S. Gaines and his representatives to arrive, D. Clymer inquired with Attorney J.
76 Dumont, representing D. Reiser, regarding the memo he submitted. D. Clymer requested
77 clarification about the screenshot exhibit he provided. J. Dumont explained that it was a notification
78 indicating that Lily James received late notification.

79
80 R. Apple arrived to represent the applicant and informed the board that S. Gaines and Attorney C.
81 Roy would join shortly.

82
83 D. Clymer swore in R. Apple at 5:32 PM.

84
85 R. Apple described the clustering of residential units in the proposed development, emphasizing the
86 goal of maintaining as much open space as possible. He highlighted plans to expand recreational
87 opportunities and create multiple employment opportunities, which S. Gaines would elaborate on
88 upon arrival.

89
90 R. Apple reiterated that the project is in its preliminary stages, with no permits being sought at this
91 time, and that all aspects are open for discussion.

92
93 D. Clymer inquired if the project would take more than five years. R. Apple confirmed that it would.

94
95 S. Gaines joined via Zoom at 5:39 PM and was sworn in by D. Clymer.
96
97 He clarified that the project would span 5-7 years and be divided into multiple phases.
98
99 R. Apple stated that the current focus is on identifying and addressing issues with the board. The
100 applicant has also committed to initiating landscaping prior to construction.
101
102 D. Clymer asked if there were any additional questions regarding setbacks.
103
104 T. Hand and D. Kelly sought clarification about waivers for Sinclair Drive. R. Apple and S. Gaines
105 explained that the northern portion abuts their own property.
106
107 A. Gellis (Stowe Club Highlands) asked for clarification about the 10-foot setbacks and landscaping;
108 specifically, if the proposed houses would be 10 feet from the road. S. Gaines clarified that property
109 lines would meet the 10-foot setback. However, the houses would be setback further with
110 landscaping serving as a screening buffer.
111
112 D. Kelly referred to setback exhibit 3, noting discrepancies and requesting clarification. S. Gaines
113 stated they would need to confer and provide clarification later.
114
115 R. Apple reiterated the commitment to maintaining open space, proposing walking trails in the
116 undisturbed wooded area leading to streams. He noted that the golf course does not meet the
117 definition of open space due to its commercial designation.
118
119 T. Hand referred to document L 0.0 and inquired about the accuracy of the open space
120 representation.
121
122 R. Apple confirmed the accuracy of the representation.
123
124 S. Gaines added that the open space land would also be accessible to the public.
125
126 D. Clymer requested S. Gaines to elaborate on the employment opportunities mentioned earlier by
127 R. Apple.
128
129 S. Gaines highlighted that Mt. Mansfield currently employs over 450 individuals. He emphasized
130 that the project would generate multiple full-time positions, including new construction,
131 development, and sales jobs.
132
133 D. Clymer asked if anyone would like to provide testimony on the PUD criteria.
134
135 A. Stout - witness for D. Reiser provided testimony. He questioned whether the density
136 calculations used were applied appropriately. He inquired whether the project would be more
137 appropriately classified as a Resort PUD than a general PUD given the appeared transient nature of
138 the project. He noted that a Resort PUD requires a 200-foot setback around the outside perimeter,
139 as well as other standards. He testified that given the smaller dwelling size (1500 sf), the project is
140 likely to be rental housing and for short-term transient use. He encouraged the DRB to consider
141 the PUD purpose which requires the best possible for residential development.

142 T. Hand clarified that it was A. Stout's opinion that the highest density housing should be located in
143 the middle of the property instead of around the perimeter. A. Stout agreed.

144

145 Attorney Chris Roy representing the Applicant cross examined A. Stout. He questioned Mr. Stout's
146 testimony regarding his conceptual PUD design consisting of lower density along the edges and his
147 comments regarding transient populations and dwellings of approximately 1500 sf.

148

149 A. Stout also stated that if the golf course density is used in this calculation, then it cannot be used
150 again for other projects. He also pointed out that the board should determine if the project is really
151 a general PUD. He stated PUDs are guided by state law and the town's bylaws.

152

153 D. Clymer asked if anyone else had additional testimony; hearing none he moved on to the Source
154 Protection Section. D. Clymer transitioned the discussion to source protection.

155

156 R. Apple confirmed that there are no proposed prohibited uses that would pose a risk to the source
157 protection area.

158

159 D. Clymer requested Harry Shepard, the Director of Public Works and Town Engineer, to testify and
160 present his recommendations.

161

162 H. Shepard testified that the Stowe Club pressure zone has limited capacity, with current water
163 allocations nearly maxing out the available daily demand. The overall municipal water system is
164 operating close to its functional capacity, with significant future demand expected. The Village
165 Green water supply has detectable PFAS levels, necessitating costly treatment and re-thinking
166 capacity expansion efforts of these wells. Alternative water sources are being explored due to
167 contamination risks. He explained that the proposed project is within a critical water supply
168 protection zone, posing contamination risks. He suggested that a comprehensive hydrogeologic
169 investigation be completed to ensure no adverse impact on groundwater resources. A nearby
170 development includes a private sewer pump station, but coordination with other projects is needed
171 for efficient utility planning.

172

173 D. Clymer asked for clarification about the term "upgradient." H. Shepard explained that the radius
174 drawn was approximately 1500 feet.

175

176 A. Volansky inquired about common sources of PFAS. H. Shepard explained that PFAS are "forever
177 chemicals" found in Teflon, Gore-Tex, and firefighting foams. The town water tested positive for
178 PFOS, commonly used in ski wax, but no definitive source has been identified, and studies are
179 ongoing.

180

181 Cheryl Vince sought confirmation that the issue is not just capacity but also water quality and
182 contamination. She asked if the contamination could have originated from the Country Club.

183

184 H. Shepard replied that the water quality levels continue to meet federal requirements, remaining
185 between 2 and 4 parts per trillion since 2019. He also noted that the Country Club has been
186 sensitive to the source protection area in the past.

187

188 D. Clymer invited testimony and comments under Section 3.7(4)(A).

189 S. Gaines explained that he desired for the project to connect to the Town's water system however

190 are exploring ideas of alternate water sources

191

192 D. Kelly asked if the source protection overlay would be affected by the applicant seeking
193 alternative water sources and if it would impact the town supply. H. Shepard confirmed that it
194 could affect the supply and would need to be studied further.

195

196 D. Clymer inquired about wastewater management.

197

198 S. Gaines and H. Shepard acknowledged the challenges but mentioned possible solutions.

199

200 D. Clymer asked about the feasibility of a private pump station. H. Shepard stated that the
201 development would require a private sewer pump station, but coordination with other projects is
202 essential for efficient utility planning.

203

204 R. Apple mentioned that they had spoken to the Superintendent, who informed them that school
205 enrollment had declined and that the potential for year-round residents would be welcomed. He
206 reiterated that adjustments had already been made to address emergency services' concerns.

207

208 Testimony under Section 4.23 was not taken. S. McShane explained that since the Applicant had
209 modified their plans, they are no longer seeking any of the benefits afforded under Section 4.23;
210 therefore, the section was no longer applicable. The Applicant concurred.

211

212 M. Black motioned to continue the hearing on Project# 7325 to October 1, 2024, A. Volansky
213 seconded. The motion passed unanimously. S. McShane will present an amended procedural order
214 at the next DRB meeting rescheduling the planned hearing on November 5th – election day.

215

216 **Other Business:**

217

218 None.

219

220 **Approval of Minutes:**

221

222 D. Kelly motioned to adjourn. M. Black seconded the motion. The motion passed unanimously.

223

224 The meeting adjourned at 7:35pm.

225

226

227 Respectfully Submitted,

228 Kayla Hedberg

229 Planning and Zoning Assistant

Stowe Housing Task Force

Wednesday, September 4, 2024

Akeley Memorial Building
67 Main Street
Stowe, Vermont



Housing Task Force Members: MacKee Macdonald, Walter Frame, Sarah Henshaw Ken Braverman, Stefan Grundmann, Josi Kytle, Scott Coggins, Town Manager Charles Safford (Ex-officio), Mila Lonetto (Ex-officio)

Attendees: Assistant Town Manager Will Fricke, Lucy Leriche, Angie Harbin, Terry Wehse, Jo Sabel Courtney

Call to Order

Chair Macdonald called the meeting to order at 9:00am.

Approve Agenda and Minutes

Walter Frame moved to approve the agenda and minutes. Josi Kytle seconded. Motion carried (7-0).

Guest Speaker – Lamoille Housing Partnership and Downstreet Housing and Community Development

Lucy Leriche, Interim Executive Director of Lamoille Housing Partnership, and Angie Harbin, Executive Director of Downstreet Housing and Community Development, were in attendance to talk about their organizations' missions.

Lucy Leriche said LHP focuses on multi-family units and municipal water/sewer is necessary for that kind of development. She said they are looking for creative ways of dealing with escalating costs, and decided the region would be better served by a larger organization with more capacity, and that Downstreet was a natural fit. Charles Safford noted that the municipality helps them with HUD subgrants, and that the town plan supports it.

McKee Macdonald asked if there is competition for affording housing assistance with larger municipalities. Angie Harbin said the state recognizes the need for rural affordable housing. Lucy Leriche said part of it is politics and there is hypersensitivity in the state legislature to the perception that disproportionate resources go to Chittenden County.

Josi Kytle asked what the cost per unit for their development is currently. Angie Harbin said it was about \$550,000 per unit for mixed-unit size buildings. Lucy Leriche said perpetual affordability is important, so they try to get longevity and quality from the construction to ensure they last longer. Angie Harbin said low income housing tax credit units are 60% AMI, which translates to rent of \$1,100 to \$1,400 depending on the unit size.

Ken Braverman asked for an overview of residents in Affordable housing units in Stowe. Lucy Leriche explained that there is a large diversity of residents and professionals. Stefan Grundmann asked how many applications they have per vacant unit. Leriche said there are no vacancies and over 2,000 people on their waiting list.

Angie Harbin gave an overview of Downstreet Housing and Community Development. She said they are a homeownership center and already include Lamoille County. She explained the shared equity model of affordable housing, where a home is sold at market price but the equity is split 75-25 between Downstreet and the seller. Downstreet provides downpayment assistance for the buyer with equity from the sale.

The HTF discussed municipal housing trusts. Charles Safford said the City of Montpelier has a housing trust and the Montpelier City Manager is willing to come talk about what they are doing to support it and other housing initiatives.

Stefan Grundmann asked if they assist with subsidized mortgages. Harbin said banks are not doing them right now because they have so many loans out at low interest rates, but they do help people find mortgages. Walter Frame said that it seems like buyers can make it happen but there isn't enough inventory.

Ken Braverman asked if there are any projects in Stowe currently. Lucy Leriche said there is not, but they want one. Mila Lonetto asked what it would take to start a project in Stowe. Leriche said the barriers are the cost of land and service connections – sidewalks, water/sewer, and proximity to downtown. Charles Safford asked if a project would need to be in the growth center. Leriche said it would. Stefan Grundmann asked how long it takes between when they identify land to build a project and when people are moving in. Leriche said it can depend on the complexity of funding, environmental review, and construction, but typically three years.

Walter Frame asked if they could accept land from municipalities for housing. Angie Harbin said Waterbury and Barre sold land to them at below-market rates. McKee Macdonald asked Charles Safford what land the Town owns. Safford said there is not much in the water and sewer core. The Mayo Farm is in part, but it currently has a conservation easement. Mila Lonetto said they should think about new growth centers. Angie Harbin there is more location flexibility with the single-family shared equity model. Lucy Leriche said the Town should think about ways to create a favorable environment for developers or Downstreet to come in and do work. Charles Safford asked about the cost of business plans. Lucy Leriche said they need feasibility money to do investigations into land, including wetlands review. McKee asked if they could use existing studies. Leriche said they can, and it is preferable to use existing studies. Josi Kytly said the HTF should bring in Stowe Land Trust to talk about housing and land. McKee Macdonald said a lot of buildable land in the water/sewer core is prevented by conservation easements owned by Stowe Land Trust.

Scott Coggins asked if anything would happen in Stowe if the Town was not willing to commit resources to defray land costs. Both Leriche and Harbin indicated no.

Josi Kytly asked if funding could be raised for affordable housing. Charles Safford said the voters could create a reserve fund for affordable housing, land acquisition, etc. McKee said part of the issue is water and sewer costs, including allocation fees. Charles said public utilities are expensive to build, operate, and maintain. For example, the Lower Village Pump Station is estimated to cost over \$5 million to replace and the Town needs to find a new water source which will also cost several millions of dollars. Utility funds are for the benefit of the users and as a general rule the beneficiary pays for utility capacity/main extensions. If the Town wants to subsidize affordable housing for the public good the taxpayers as whole should pay for it, not the utility rate payers.

Josi Kytly asked about impact fees. Charles Safford said the Town would need an ordinance and a capital fund, and fees must be spent on infrastructure related to that new growth within six years. He said other tools could be inclusive zoning requiring developers to make a percentage of their housing affordable or requiring developers to pay the cost for on-site and off-site infrastructure necessary to support their development. Mila Lonetto said they have density and height bonuses for affordable housing minimums, but no one has taken advantage of them yet.

The Task Force asked Lucy Leriche and Angie Harbin what the biggest things the Town could do to help them. Lucy Leriche said donations of land in in growth centers with public utilities, as well as funding or inclusionary zoning. Scott Coggins said that small projects may not be enough. Angie Harbin said the sweet spot is 30 to 40 units, and those projects need to happen, but they take 2-3 years to get off the ground.

The Task Force had a general discussion of inclusionary zoning and incentivizing affordable housing in the context of current local projects under development.

Review Draft Housing Needs Assessment RFP

The Housing Task Force reviewed the draft Housing Needs Assessment RFP. A minor correction was made to the percentages associated with the scope of services objectives.

Sarah Henshaw moved to approve the RFP as submitted, with the percentage fixed. Josi Kytle seconded. Motion carried (7-0).

Will Fricke asked for Task Force members to share the contact information for any consultants they know of who may be interested in sending a proposal.

Public to be Heard Non-Binding

No public comment.

Upcoming Meeting Agendas

Charles Safford said they will have Sarah McShane, Stowe Planning & Zoning Director, at the next meeting. He stressed the importance of the Town Plan. He also noted that there is little staff capacity for a significant zoning update while the Town Plan update is ongoing, and then the Planning office will move onto the Mayo Farm conservation easement process once the Town Plan process is completed. Will Fricke said that Seth Leonard of VTHFA has been invited to the October 2 meeting.

Adjournment

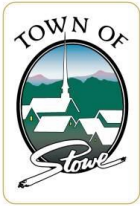
Chair Macdonald adjourned the meeting at 10:30am.

Notes

Minutes submitted by Will Fricke.

The Stowe Housing Task Force meets on the first and third Wednesday of each month at 9:00am.

A recording of this public meeting is available at: <https://www.townofstowevt.org/housing-task-force>



**TOWN OF STOWE
PLANNING COMMISSION
Meeting Minutes
September 16, 2024**

The Town of Stowe Planning Commission held a regular meeting on **Monday September 16, 2024**, starting at 5:30 p.m. The meeting was held at the Stowe Town Office with remote participation via Zoom. The meeting began at 5:30 pm. Members present included Brian Hamor, Mila Lonetto, Heather Snyder, Bob Davison, John Muldoon, Chuck Ebel, Jill Anne, and Neil Percy. Municipal staff Sarah McShane was also present. Guests Sherri Baraw, Sam Gaines, and Jonathan Thomas were also in attendance.

Called to Order

The meeting was called to order by Chair B.Hamor at approximately 5:30 PM. Chair B.Hamor facilitated the meeting.

Adjustments to the Agenda & Public Comments on Non-Agenda Items

None.

Review Prior Meeting Minutes [08/19/2024]

N.Percy motioned to approve the meeting minutes from August 19th as submitted. J.Anne seconded. The motion passed unanimously.

Meet with Spruce Peak Realty – Discuss Proposed Changes to the Official Map

Staff McShane provided an overview of the agenda item. She explained that S.Gaines of Spruce Realty recently submitted a written request for the Planning Commission to consider modifications to the Town's Official Map to eliminate the identified collector road connecting Cape Cod and Cottage Club roads. She also explained that it is a unique situation as the Planning Commission is not often involved in applications under review by the Development Review Board (DRB). The DRB is presently reviewing a preliminary subdivision application to develop portions of the Stowe Country Club and Golf Course. S.Gaines explained his request. Members discussed the location of the identified collector road in relation to previously developed properties. Members discussed whether there may be other alignments to form a better connection and the desire to better understand location of private rights-of-way or easements. The group discussed a right-of-way over the Timberhomes property retained by Spruce Peak Realty. S.Gaines noted that the alternate road alignment does not align with their vision for the property. Members requested additional information regarding the Stantec Transportation Report, their desire to better understand how the identified collector road would benefit the larger road network, and the Selectboard's position on the matter. Staff explained the statutory process involving the Development Review Board, Selectboard, and Planning Commission and noted there is a statutory provision involving a petition of certain number of registered voters. Members wondered whether the identified road would be a benefit to the community. Members discussed the traffic impact study prepared in support of the development review application and the recent Stantec Traffic & Mobility report. Members asked for additional information to better understand where the road segment connects with Cottage Club and the contours in the project area. B.Hamor added that it would be

helpful to learn more about Official Maps as a regulatory tool. Staff will prepare the requested information. The Commission took no action and will continue the discussion at a future meeting.

Update: Presentation to the Housing Task Force

M.Lonetto and staff provided an update. Since the last Commission meeting, the Selectboard appointed M.Lonetto to serve as the Planning Commission representative on the Housing Task Force. The Housing Task Force requested the Commission provide a presentation regarding a number of housing related topics. M.Lonetto and staff will present during the September 18th meeting. N.Percy inquired whether the State of Vermont has a housing plan; staff responded a statewide (by County) housing needs assessment was recently released. C.Ebel requested that the Task Force prepare a housing inventory.

Update: Education Temporary Subcommittee

S.McShane provided an update and noted that the School Board meeting was being held simultaneously. Following their meeting, she'll know which member(s) will be serving on the education subcommittee. The hope is to have a handful of meetings this fall to review the existing education goals, policies, and strategies and develop recommended revisions for the Commission's consideration. B.Hamor added that Superintendent Heraty previously shared concerns regarding housing and suggested the Commission continue to evaluate potential private/public partnerships.

Continued Discussion: Town Plan Update: Settlement Pattern Goals, Policies, Tasks

Members discussed B.Davison's list of recommended regulatory updates for Town Plan consideration. Members discussed how zoning/subdivision regulations are tools to carry out the goals identified in the Town Plan. The Commission has dedicated recent meeting time to learning about the town's water and sewer systems, zoning districts, growth areas, etc. The Commission will begin to transition their discussion towards focusing on the existing settlement pattern/land use goals, policies, and tasks. Members discussed the implementation of tasks, the need to prioritize, and set reasonable expectations. Members were encouraged to begin forming their own individual recommendations to bring forward at future meetings for group consideration.

Updates/Correspondence/Other Business

Engagement Project Update

Staff McShane provided an update on the community engagement project. She explained she hoped the traditional community survey would be launched by the end of the week. She noted that she will present to Stowe Area Association on Wednesday, attend the Moscow Community Picnic on Thursday, and asked if anyone would like to table at British Invasion. J.Anne & H.Snyder volunteered. The community comment cards were recently collected and will be refreshed and placed at additional places throughout town.

General Updates

None.

Correspondence

None.

Review Upcoming Meeting Schedule

Next PC Meeting Date- October 7, 2024.

The meeting adjourned at approximately 6:45 PM.

Respectfully submitted,
Sarah McShane, Planning & Zoning Director

Parking Lot Ideas/Topics for Further Discussion

Map of town-owned properties (done)

Review plans of adjacent communities and regional plan

~~Review zoning districts, purposes, overlay districts—~~

Develop map showing residential development activity (in progress)

Develop map showing location of homestead properties

Review requested zoning amendment/ADU's for duplexes.

Stormwater Utility District – Bob's list of recommendations



Town of Stowe- Historic Preservation Commission

Meeting Minutes – September 4, 2024

A meeting of the Stowe Historic Preservation Commission (SHPC) was held on Wednesday September 4, 2024, at approximately 5:15 pm.

Participation was online via Zoom.

Members Present: McKee MacDonald, Sam Scofield, Shap Smith, Barbara Baraw, George Bambara, Jennifer Guazzoni, Tyson Bry, and Chris Carey (alternate).

Staff Present: Ryan Morrison

The meeting was called to order by McKee MacDonald (chair) at 5:15pm.

Project #: 7466

Owner: Steven McNulty Katherine Berseth

Tax Parcel #: 03-059.000

Location: 147 Adams Mill Rd

Project: Barn restoration

Zoning: RR2

Steven McNulty presented the project. The project involves improving the existing barn with new windows, doors, siding, and roofing. The existing windows are vinyl and replacement windows will be cedar windows. The metal roofing will be replaced with metal roofing. Replacement siding will be either 1"x8" or 1"x10" pine or similar rough-cut wood. Window sashes will be wood. Mr. McNulty confirmed that the project involves no installation of exterior light fixtures or new mechanical units. The gable ends will be extended approximately 7" beyond existing. The applicant notes that since access into the barn via the sliding doors are above grade, ramps will be used to bring in mowers and other equipment. S. Scofield motioned to approve the project as presented, and T. Bry seconded. The motion carried. The project was approved as a minor.

Project #: 7463

Owner: Hiram H Brownell & Lise C Johnson

Tax Parcel #: 03-064.030

Location: 271 Adams Mill Rd

Project: Amend Project 7026 to reduce porch size

Zoning: MC

Sam Scofield recused himself from this review and presented the application as applicant. The project reduces the overall size of the porch approved under Project #7026. The porch will be widened slightly, just over 2 additional feet. It will continue to be roofed, as originally approved under Project #7026. B. Baraw motioned to approve the project as presented, and G. Bambara seconded. The motion carried. The project was approved as a minor.

Project #: 7441

Owner: Chalet Life Investments LLC

Tax Parcel #: 7A-026.000

Location: 51 South Main St

Project: 498 Sq ft pre-fabricated structure for office space

Zoning: VC10/SHOD

Graham Kramer presented the project. This project was first heard at the August 7th HPC meeting, where the HPC was not satisfied with the overall appearance of the proposed structure. The Applicant returned with revised plans for a detached office structure that will locate in the rear yard of the property. Mr. Kramer stated that the revised building will have pine siding, a black metal roof with eaves, and an incinerating toilet. Heating for the structure will be with a heat pump and the exterior mechanical unit will locate at the rear of the building, not visible from Main Street. S. Scofield asked why not just build an addition to the existing building instead of a detached structure. Mr. Kramer replied that given the age of the building, and that it isn't square, constructing an addition would prove to be difficult. It will be a clearer, easier job to build the detached structure. Mr. Kramer continued that there will be 2 parking spaces between the buildings, and that he is working to procure an easement to gain that access. Given a proposed incinerating toilet, the septic as shown on the site plan won't be needed, and parking will locate there. T. Bry asked why not tie into the septic line that is approximately 18 inches from the structure. Mr. Kramer responded that he would like to, and he will talk with the Public Works Department. A question of how grey water will be taken care of was raised. Mr. Kramer responded that someone will come to the property to drain the grey water holding tank every few days. J. Guazzoni noted that traffic along Main Street is already busy and additional traffic for a water truck add to traffic impacts. M. McKee asked why a full bathroom for just office space? Will it be used as an Airbnb use in the future. Mr. Kramer responded that perhaps one day he would like to utilize the structure as that, but for now it is proposed as office space. The HPC noted that if it were to be used for a dwelling or Airbnb, negative impacts could include noise, brightness from large windows and likely fire pit outside. The HPC recommended that the applicant withdraw the application and consider changes to the project, or submit revised plans that include a site plan that shows landscaping, parking, mechanical units, etc. The Applicant may return in the future.

Project #: 7458

Owner: Union Bank

Tax Parcel #: 7A-151.000

Location: 47 Park St

Project: Demolition of buildings and proposed mixed use development to include commercial and residential space

Zoning:VC10/SHOD

C. Carey recused himself. Tyler Mumley, Chris Carey and Graham Mink were in attendance to present the application. The proposal is to demolish two buildings and construct a mixed-use building that will house Union Bank, commercial space and residential space. The building will consist of three floors, with a proposed height of 35 ft. The application will include a waiver request to the required height and setback requirements. The rooftops are designed to act as screens for rooftop mechanical units. If there's an elevator shaft on the roof, it should be able to be hidden by a rooftop parapet. Staff noted that the building height will be measured from the average elevation of the proposed finished grade, and the plans indicate that the building will have a height of 36 ft, 1 foot above the limitation. The plans take the height calculation from the finished first floor of the building, which staff stated is the incorrect way to draw the height measurement from. The Applicant indicated that the project will be done in two phases, first with the demolition and reconstruction of 73 Pond Street where Union Bank will relocate. Once the bank has located within the new structure, the second phase will commence which will see the rest of the development built. The bank will have bump-out vestibule as opposed to an internal vestibule. This will house an atm machine. A second atm machine will be located in the drive-thru/site exit. The Applicant will return with revised plans and additional information that includes: full landscaping, more

details for the pedestrian ramp, all mechanical unit information, light fixtures shown on the elevation plans, and more. The Applicant intends to return soon.

Project #: 7471

Owner: Evergreen Stowe LLC

Tax Parcel #: 7A-184.000

Location: 122 Sunset St

Project: Build retaining wall to prevent water intrusion and mitigate ongoing land erosion (front yard)

Zoning: VR20/VR40/SHOD

Garry Menk presented the application. The project involves constructing a retaining wall along the west property line in the front yard. The wall will generally consist of 4' long, 2' tall and 2' wide granite slabs. The wall will be 100 ft long, with a height variation of a few inches above the grade near the street up to 7 ft tall at the rear end. The purpose is to import fill for the front yard which will also aid with stormwater control and erosion of the current dirt in the area. The Applicant stated that the plans were not prepared by an engineer, however he has done his research and came up with it. Staff noted that the application will be forwarded to Public Works for their review before being issued. T. Bryson motioned to approve the project as presented, and S. Scofield seconded. The motion carried. The project was approved as a minor.

Project #: 7472

Owner: Evergreen Stowe LLC

Tax Parcel #: 7A-184.000

Location: 122 Sunset St

Project: Build retaining wall to prevent water intrusion and mitigate ongoing land erosion (rear yard)

Zoning: VR20/VR40/SHOD

Garry Menk presented the application. The project involves constructing a retaining wall in the back yard of the property to aid in stormwater control and preventing the basement from flooding. The material will be the same as material noted in Project #7471 above. The wall will be 90 ft long with a height of 4-5 ft. Perforated piping will be installed as well to aid in water diversion from the house. A small wall will be constructed above and will provide a sitting area, accessed by a set of steps. G. Bambara asked if this project, in addition to Project #7471, will impact neighboring properties. Mr. Genk responded that the project will not create any additional stormwater impacts in comparison to what exists today. Likely, the project will improve overall impacts. J. Guazzoni motioned to approve the project as presented, and T. Bry seconded. The motion carried. The project was approved as a minor.

Other Business: None

Review Meeting Minutes:

No changes or edits were made to the prior meeting minutes.

The meeting adjourned.

Respectfully submitted,
Ryan Morrison, Deputy Zoning Administrator

CERTIFICATE OF SERVICE

I hereby certify that I, Lori Grenier, Natural Resources Board Technician, District 5 Environmental Commission, sent a copy of the foregoing **ACT 250 NOTICE OF ABANDONMENT BY NONUSE 5L0220** by U.S. Mail, postage prepaid, on this September 18, 2024 to the following individuals without email addresses and by electronic mail, to the following individuals with email addresses:

Note: Any recipient may change its preferred method of receiving notices and other documents by contacting the District Office staff at the mailing address or email below. If you have elected to receive notices and other documents by email, it is your responsibility to notify our office of any email address changes.

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Agency of Natural Resources
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/s/ Lori Grenier
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FOR INFORMATION ONLY

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