



# DRB MEETING

Tuesday, September 05, 2023 at 7:00 PM  
Chris Letourneau Meeting Room and via Zoom  
**AGENDA**

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## Zoom Details:

**<https://us02web.zoom.us/j/6165843896?pwd=STduU2JzTmpiVmE1MXZSaWZWLzVadz09>**

**Meeting ID:** 616 584 3896 | **Passcode:** 5243524

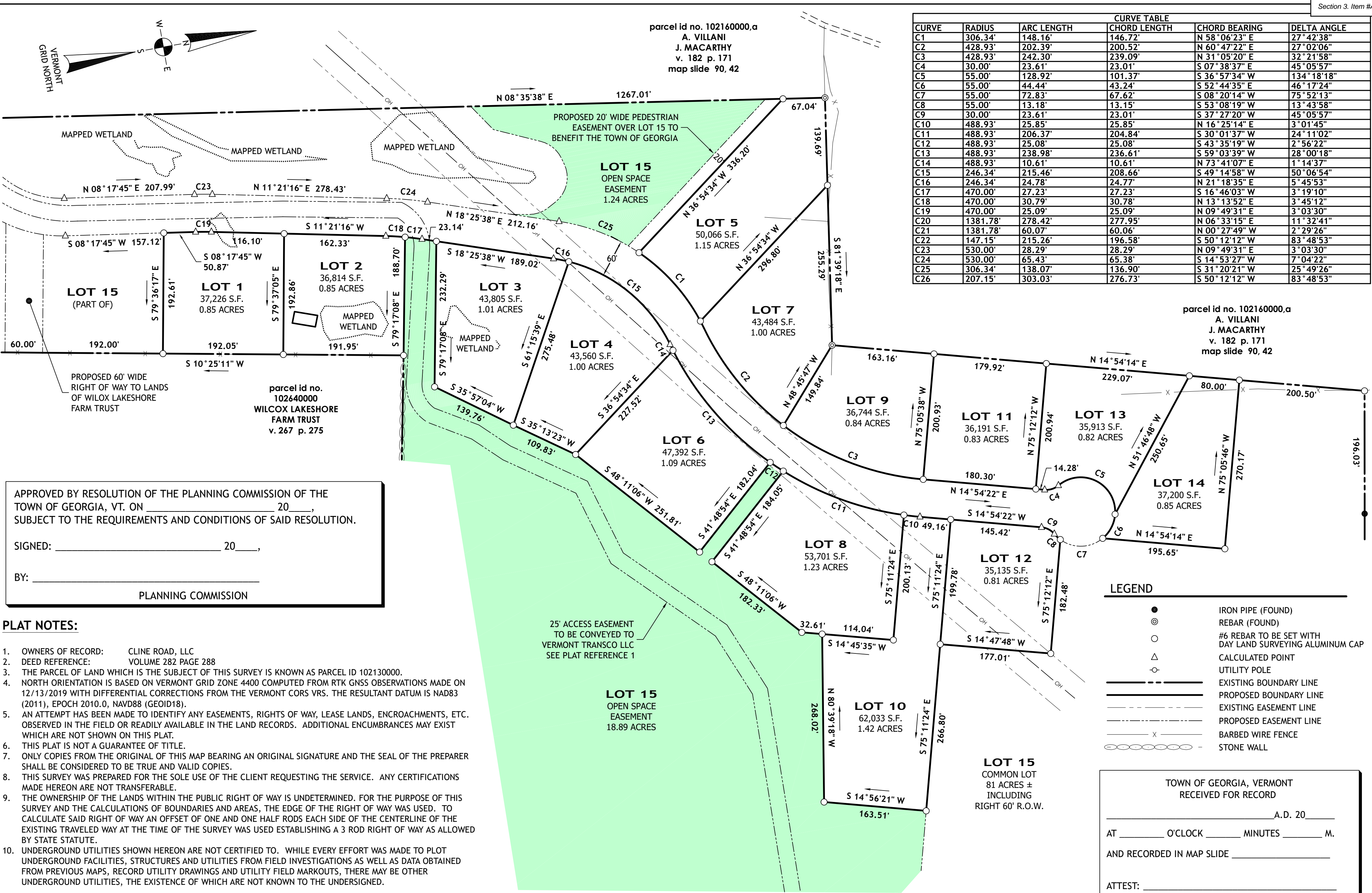
**Dial by your Location:** 1 929 205 6099 (New York)

1. **CALL TO ORDER - 7:00 PM**
2. **ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA**
3. **PUBLIC HEARINGS**
  - A.** Continuance of Preliminary Plat Review (PR-002-23) for Cline Road, LLC for a 15 Lot, 14 Unit Planned Unit Development (PUD) at Cline Road and Horseshoe Barn Road, Parcel ID# 102130000, AR-1 Zoning district.
  - B.** Final Plat Review (FP-004-23) for Jamie St. Pierre for a four (4) Lot Major PUD subdivision at Polly Hubbard Road, Georgia, VT. Parcel ID# 111400300, AR-1 Zoning District
4. **APPROVAL OF MINUTES**
  - A.** DRB Meeting Minutes 8/15/2023
5. **OTHER BUSINESS**
6. **PLAN NEXT MEETING AGENDA**
  - A.** 9/19/23 7:00 pm
7. **DELIBERATIONS**
8. **ADJOURN**

Posted to the Town website, four designated places within the Town of Georgia (Town Clerk's Office, Georgia Public Library, Maplefields & Georgia Market), and e-mailed to the local media.

Signed: Douglas Bergstrom, Zoning Administrator, DRB Coordinator

Phone: 802-524-3524 | Fax: 802-524-3543 | Website: [townofgeorgia.com](http://townofgeorgia.com)



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	306.34'	148.16'	146.72'	N 58°06'23" E	27°42'38"
C2	428.93'	202.39'	200.52'	N 60°47'22" E	27°02'06"
C3	428.93'	242.30'	239.09'	N 31°05'20" E	32°21'58"
C4	30.00'	23.61'	23.01'	S 07°38'37" E	45°05'57"
C5	55.00'	128.92'	101.37'	S 36°57'34" W	134°18'18"
C6	55.00'	44.44'	43.24'	S 52°44'35" E	46°17'24"
C7	55.00'	72.83'	67.62'	S 08°20'14" W	75°52'13"
C8	55.00'	13.18'	13.15'	S 53°08'19" W	13°43'58"
C9	30.00'	23.61'	23.01'	S 37°27'20" W	45°05'57"
C10	488.93'	25.85'	25.85'	N 16°25'14" E	3°01'45"
C11	488.93'	206.37'	204.84'	S 30°01'37" W	24°11'02"
C12	488.93'	25.08'	25.08'	S 43°35'19" W	2°56'22"
C13	488.93'	238.98'	236.61'	S 59°03'39" W	28°00'18"
C14	488.93'	10.61'	10.61'	N 73°41'07" E	1°14'37"
C15	246.34'	215.46'	208.66'	S 49°14'58" W	50°06'54"
C16	246.34'	24.78'	24.77'	N 21°18'35" E	5°45'53"
C17	470.00'	27.23'	27.23'	S 16°46'03" W	3°19'10"
C18	470.00'	30.79'	30.78'	N 13°13'52" E	3°45'12"
C19	470.00'	25.09'	25.09'	N 09°49'31" E	3°03'30"
C20	1381.78'	278.42'	277.95'	N 06°33'15" E	11°32'41"
C21	1381.78'	60.07'	60.06'	N 00°27'49" W	2°29'26"
C22	147.15'	215.26'	196.58'	S 50°12'12" W	83°48'53"
C23	530.00'	28.29'	28.29'	N 09°49'31" E	3°03'30"
C24	530.00'	65.43'	65.38'	S 14°53'27" W	7°04'22"
C25	306.34'	138.07'	136.90'	S 31°20'21" W	25°49'26"
C26	207.15'	303.03'	276.73'	S 50°12'12" W	83°48'53"

APPROVED BY RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF GEORGIA, VT. ON \_\_\_\_\_ 20\_\_\_\_\_, SUBJECT TO THE REQUIREMENTS AND CONDITIONS OF SAID RESOLUTION.

SIGNED: \_\_\_\_\_ 20\_\_\_\_\_,

BY: \_\_\_\_\_

PLANNING COMMISSION

**PLAT NOTES:**

- OWNERS OF RECORD: CLINE ROAD, LLC
- DEED REFERENCE: VOLUME 282 PAGE 288
- THE PARCEL OF LAND WHICH IS THE SUBJECT OF THIS SURVEY IS KNOWN AS PARCEL ID 102130000.
- NORTH ORIENTATION IS BASED ON VERMONT GRID ZONE 4400 COMPUTED FROM RTK GNSS OBSERVATIONS MADE ON 12/13/2019 WITH DIFFERENTIAL CORRECTIONS FROM THE VERMONT CORS VRS. THE RESULTANT DATUM IS NAD83 (2011), EPOCH 2010.0, NAVD88 (GEOID18).
- AN ATTEMPT HAS BEEN MADE TO IDENTIFY ANY EASEMENTS, RIGHTS OF WAY, LEASE LANDS, ENCROACHMENTS, ETC. OBSERVED IN THE FIELD OR READILY AVAILABLE IN THE LAND RECORDS. ADDITIONAL ENCUMBRANCES MAY EXIST WHICH ARE NOT SHOWN ON THIS PLAT.
- THIS PLAT IS NOT A GUARANTEE OF TITLE.
- ONLY COPIES FROM THE ORIGINAL OF THIS MAP BEARING AN ORIGINAL SIGNATURE AND THE SEAL OF THE PREPARER SHALL BE CONSIDERED TO BE TRUE AND VALID COPIES.
- THIS SURVEY WAS PREPARED FOR THE SOLE USE OF THE CLIENT REQUESTING THE SERVICE. ANY CERTIFICATIONS MADE HEREON ARE NOT TRANSFERABLE.
- THE OWNERSHIP OF THE LANDS WITHIN THE PUBLIC RIGHT OF WAY IS UNDETERMINED. FOR THE PURPOSE OF THIS SURVEY AND THE CALCULATIONS OF BOUNDARIES AND AREAS, THE EDGE OF THE RIGHT OF WAY WAS USED. TO CALCULATE SAID RIGHT OF WAY AN OFFSET OF ONE AND ONE HALF RODS EACH SIDE OF THE CENTERLINE OF THE EXISTING TRAVELED WAY AT THE TIME OF THE SURVEY WAS USED ESTABLISHING A 3 ROD RIGHT OF WAY AS ALLOWED BY STATE STATUTE.
- UNDERGROUND UTILITIES SHOWN HEREON ARE NOT CERTIFIED TO. WHILE EVERY EFFORT WAS MADE TO PLOT UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES FROM FIELD INVESTIGATIONS AS WELL AS DATA OBTAINED FROM PREVIOUS MAPS, RECORD UTILITY DRAWINGS AND UTILITY FIELD MARKOUTS, THERE MAY BE OTHER UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN TO THE UNDERSIGNED.

**PLAT REFERENCES:**

- "MAP OF BOUNDARY SURVEY, RODNEY & MONICA CAMERON" DATED DECEMBER 14, 1989 BY BROOKS LAND SURVEYING INC. RECORDED AS MAP SLIDE 42 IN THE TOWN OF GEORGIA LAND RECORDS.
- "BOUNDARY SURVEY, VERMONT BEACH INC." DATED JULY 14, 1989 BY BROOKS LAND SURVEYING INC. RECORDED AS MAP SLIDE 34 IN THE TOWN OF GEORGIA LAND RECORDS.
- "SUBDIVISION MAP, MARK & ANNETTE MONGEON" DATED NOVEMBER 1, 1988 BY STEVEN BROOKS. LAST REVISED ON MAY 29, 1990. RECORDED AS MAP SLIDE 47 IN THE TOWN OF GEORGIA LAND RECORDS.
- "SUBDIVISION MAP, EDMUND & VIRGINIA DAUDELIN" DATED APRIL 12, 1988 BY STEVEN BROOKS. LAST REVISED ON JUNE 27, 1988. RECORDED AS MAP SLIDE 14 IN THE TOWN OF GEORGIA LAND RECORDS.
- "PLAT OF SURVEY FOR RODNEY CAMERON & MONICA CAMERON IN THE TOWN OF GEORGIA, VT." DATED MAY 15, 1981 BY JOHN MARSH. LAST REVISED ON JANUARY 05, 1987. RECORDED AS MAP SLIDE 90 IN THE TOWN OF GEORGIA LAND RECORDS.
- "LANDS OF CLINE ROAD LLC. CLINE ROAD, GEORGIA, VERMONT, VERMONT TRANSCO LLC., EASEMENT SURVEY" DATED 4-23-23 BY BARNARD & GERVAIS, LLC. NOT YET RECORDED.

300 RYAN'S WAY, FLETCHER, VT 05448  
802-849-6516  
www.daylandsurveying.com

THIS PLAT IS BASED ON A FIELD SURVEY WHICH MEETS OR EXCEEDS THE MINIMUM STANDARDS AS SET FORTH BY THE VERMONT BOARD OF LAND SURVEYORS. FIELD MEASUREMENTS AND PERTINENT RECORD INFORMATION WAS USED IN THE CALCULATION AND DETERMINATION OF THE BOUNDARIES SHOWN ON THIS PLAT. ANY INCONSISTENCIES ARE SHOWN HEREON. TO THE BEST OF MY KNOWLEDGE THIS PLAT MEETS THE REQUIREMENTS OF 27 VSA 1403.

MARK A. DAY, L.S. VT #732 \_\_\_\_\_ DATE \_\_\_\_\_

**PRELIMINARY SUBDIVISION PLAT**  
PARCEL ID: 102130000  
Prepared For

## Cline Road, LLC

**CLINE ROAD  
GEORGIA, VERMONT**

SCALE: 1"=100'

DATE: 8/2/2023

JOB NUMBER: 23037

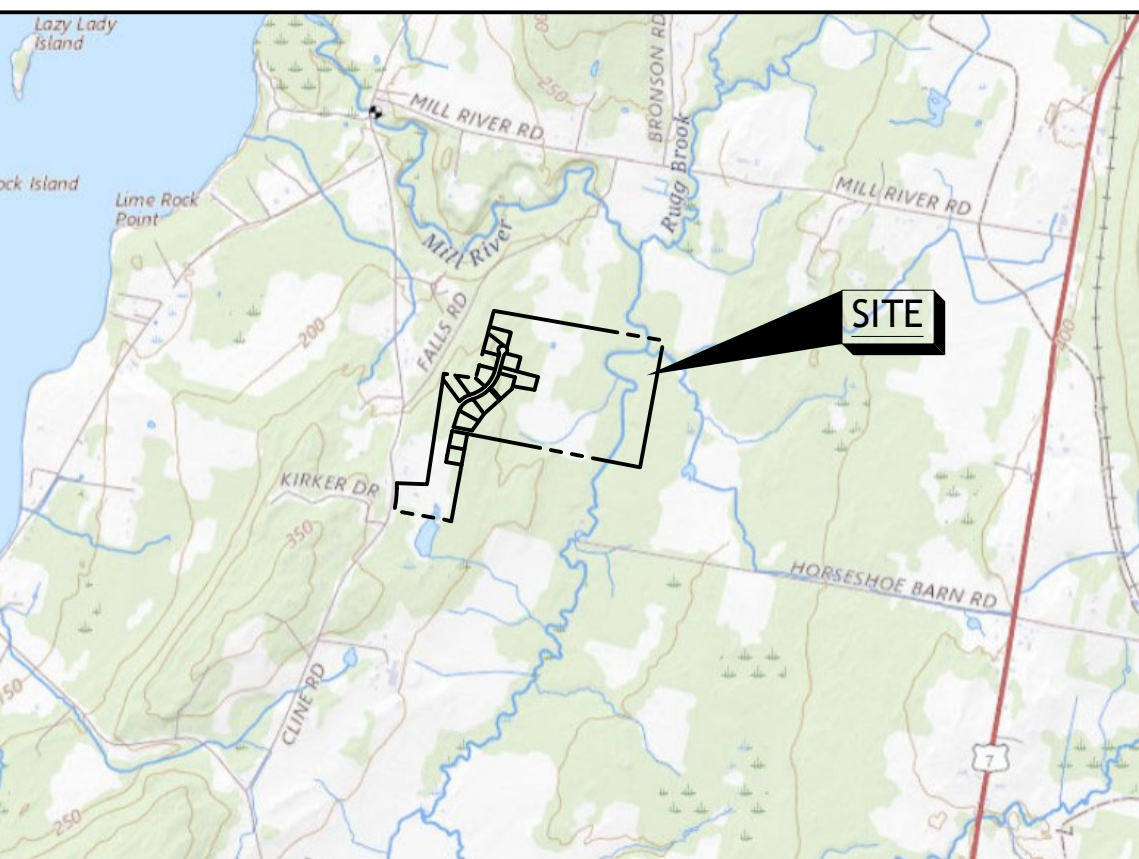
DRAWING: 23037 splat

DATE OF SURVEY: 2/2019

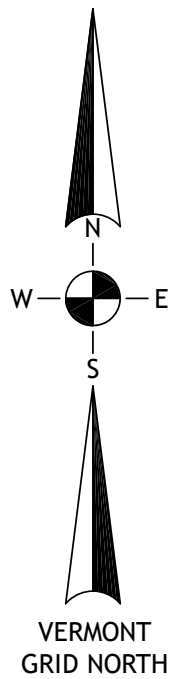
SURVEY BY: MD/HB

SHEET: 2 OF 2

THIS IS AN ORIGINAL PIGMENT INK ON STABLE BASE POLYESTER FILM



LOCUS MAP  
NOT TO SCALE



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C20	1381.78'	278.42'	277.95'	N 06° 33' 15" E	11° 32' 41"
C21	1381.78'	60.07'	60.06'	N 00° 27' 49" W	2° 29' 26"
C22	147.15'	215.26'	196.58'	S 50° 12' 12" W	83° 48' 53"
C26	207.15'	303.03'	276.73'	S 50° 12' 12" W	83° 48' 53"

**LEGEND**

- IRON PIPE (FOUND)
- ⊙ REBAR (FOUND)
- #6 REBAR TO BE SET WITH DAY LAND SURVEYING ALUMINUM CAP
- △ CALCULATED POINT
- UTILITY POLE
- EXISTING BOUNDARY LINE
- PROPOSED BOUNDARY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- x- BARBED WIRE FENCE
- STONE WALL

parcel id no. 102160000, a  
A. VILLANI  
J. MACARTHY  
v. 182 p. 171  
map slide 90, 42

PROPOSED 20' WIDE PEDESTRIAN  
EASEMENT OVER LOT 15 TO  
BENEFIT THE TOWN OF GEORGIA

LOT 15  
OPEN SPACE  
EASEMENT  
1.24 ACRES  
(SHADED)

LOT 15  
OPEN SPACE  
EASEMENT  
18.89 ACRES  
(SHADED)

25' ACCESS EASEMENT  
TO BE CONVEYED TO  
VERMONT TRANSCO LLC  
SEE PLAT REFERENCE 1

LOT 15  
COMMON LOT  
81 ACRES ±  
INCLUDING  
RIGHT 60' R.O.W.

parcel id no. 110330000, b  
A. R. BROOKS & SONS, INC.  
v. 36 p. 93

parcel id  
no. 110340000  
MICHELINE H. BOVAT  
v. 132 p. 96

parcel id no.  
11028000  
G. BABCOCK  
K. RICHARDS  
v. XXX p. XXX

parcel id no.  
102150000  
A. & B. LEO  
v. 184 p. 632  
map slide 90, 42

parcel id no.  
102640000  
WILCOX LAKESHORE  
FARM TRUST  
v. 267 p. 275

PROPOSED 60' WIDE  
RIGHT OF WAY TO LANDS  
OF WILCOX LAKESHORE  
FARM TRUST

parcel id no. 102080000  
W. & E. GUNTHER  
v. 208 p. 38

parcel id no. 102040000, a  
FRASER HOLDINGS LLC  
v. 117 p. 241

TOWN OF GEORGIA, VERMONT  
RECEIVED FOR RECORD

\_\_\_\_\_ A.D. 20\_\_\_\_

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ MINUTES \_\_\_\_\_ M.

AND RECORDED IN MAP SLIDE \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED BY RESOLUTION OF THE PLANNING COMMISSION OF THE  
TOWN OF GEORGIA, VT. ON \_\_\_\_\_ 20\_\_\_\_,  
SUBJECT TO THE REQUIREMENTS AND CONDITIONS OF SAID RESOLUTION.

SIGNED: \_\_\_\_\_ 20\_\_\_\_,

BY: \_\_\_\_\_

PLANNING COMMISSION

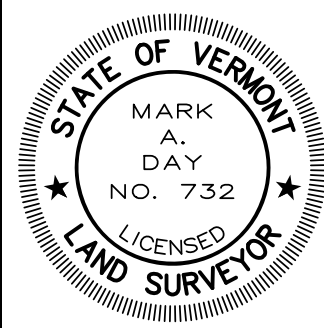
SEE SHEET 2 FOR DETAIL OF LOTS 1-14

THIS IS AN ORIGINAL PIGMENT INK ON STABLE BASE POLYESTER FILM



300 RYAN'S WAY, FLETCHER, VT 05448  
802-849-6516  
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THIS PLAT IS BASED ON A FIELD SURVEY WHICH MEETS OR EXCEEDS THE MINIMUM STANDARDS AS SET FORTH BY THE VERMONT BOARD OF LAND SURVEYORS. FIELD MEASUREMENTS AND PERTINENT RECORD INFORMATION WAS USED IN THE CALCULATION AND DETERMINATION OF THE BOUNDARIES SHOWN ON THIS PLAT. ANY INCONSISTENCIES ARE SHOWN HEREON. TO THE BEST OF MY KNOWLEDGE THIS PLAT MEETS THE REQUIREMENTS OF 27 VSA 1403.



MARK A. DAY, L.S. VT #732 \_\_\_\_\_ DATE \_\_\_\_\_

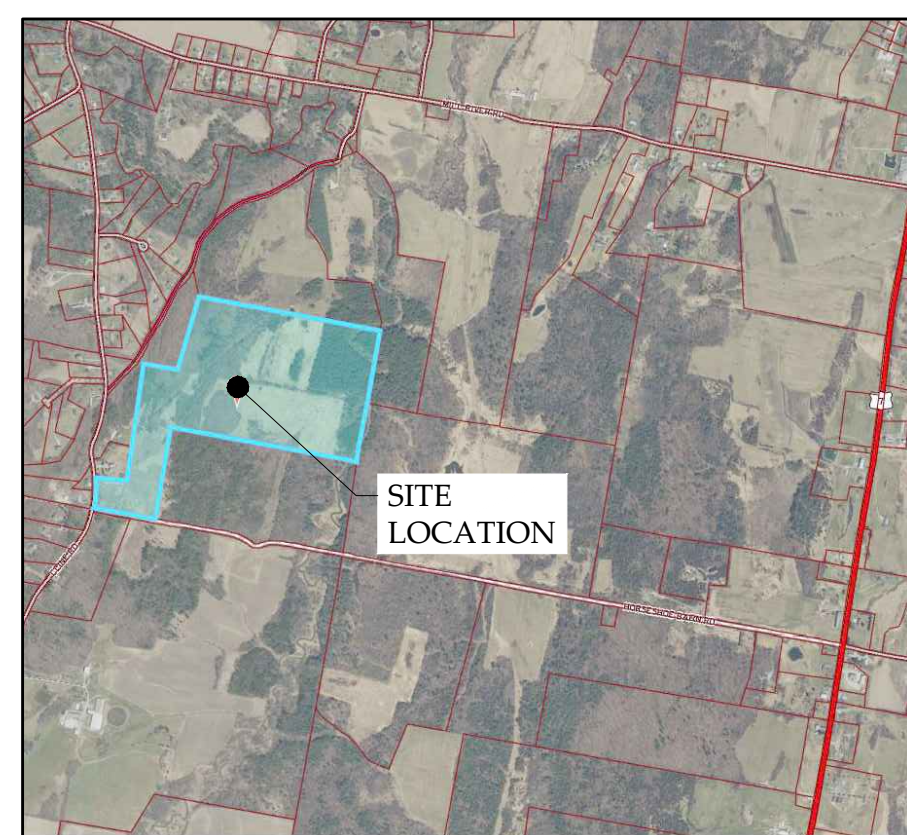
**PRELIMINARY SUBDIVISION PLAT**  
PARCEL ID: 102130000  
Prepared For

**Cline Road, LLC**

CLINE ROAD  
GEORGIA, VERMONT



SCALE:	1"=200'
DATE:	8/2/2023
JOB NUMBER:	23037
DRAWING:	23037 splat
DATE OF SURVEY:	2/2019
SURVEY BY:	MD/HB
SHEET:	1 OF 2

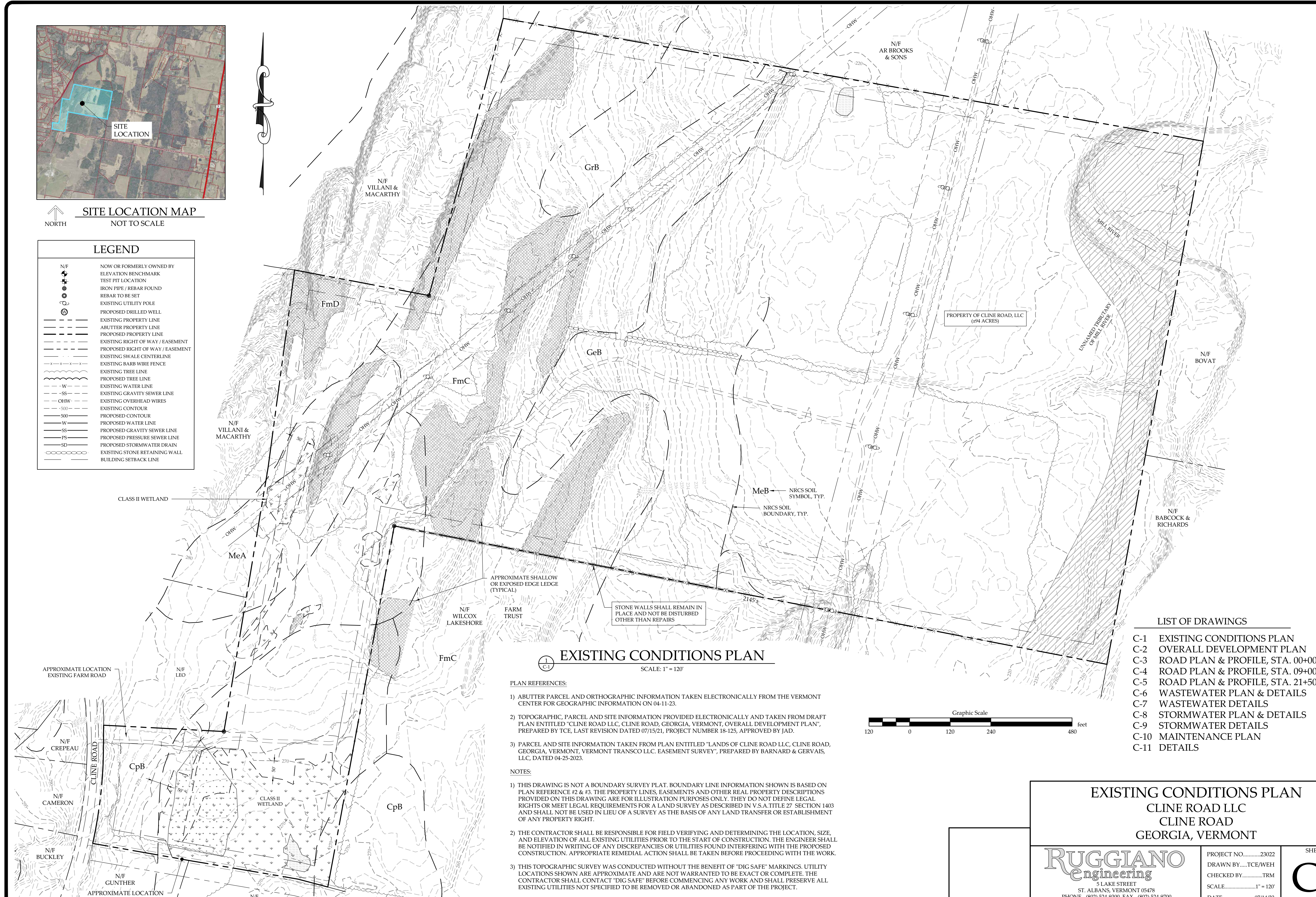


SITE LOCATION MAP  
NOT TO SCALE



LEGEND

N/F	NOW OR FORMERLY OWNED BY
⊕	ELEVATION BENCHMARK
⊕	TEST PIT LOCATION
⊕	IRON PIPE / REBAR FOUND
⊕	REBAR TO BE SET
⊕	EXISTING UTILITY POLE
⊕	PROPOSED DRILLED WELL
---	EXISTING PROPERTY LINE
---	ABUTTER PROPERTY LINE
---	PROPOSED PROPERTY LINE
---	EXISTING RIGHT OF WAY / EASEMENT
---	PROPOSED RIGHT OF WAY / EASEMENT
---	EXISTING SWALE CENTERLINE
---	EXISTING BARR WIRE FENCE
---	EXISTING TREE LINE
---	PROPOSED TREE LINE
---	EXISTING WATER LINE
---	EXISTING GRAVITY SEWER LINE
---	EXISTING OVERHEAD WIRES
---	EXISTING CONTOUR
---	PROPOSED CONTOUR
---	PROPOSED WATER LINE
---	PROPOSED GRAVITY SEWER LINE
---	PROPOSED PRESSURE SEWER LINE
---	PROPOSED STORMWATER DRAIN
---	EXISTING STONE RETAINING WALL
---	BUILDING SETBACK LINE



EXISTING CONDITIONS PLAN

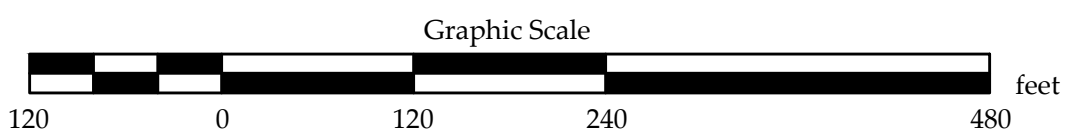
SCALE: 1" = 120'

PLAN REFERENCES:

- 1) ABUTTER PARCEL AND ORTHOGRAPHIC INFORMATION TAKEN ELECTRONICALLY FROM THE VERMONT CENTER FOR GEOGRAPHIC INFORMATION ON 04-11-23.
- 2) TOPOGRAPHIC, PARCEL AND SITE INFORMATION PROVIDED ELECTRONICALLY AND TAKEN FROM DRAFT PLAN ENTITLED "CLINE ROAD LLC, CLINE ROAD, GEORGIA, VERMONT, OVERALL DEVELOPMENT PLAN", PREPARED BY TCE, LAST REVISION DATED 07/15/21, PROJECT NUMBER 18-125, APPROVED BY JAD.
- 3) PARCEL AND SITE INFORMATION TAKEN FROM PLAN ENTITLED "LANDS OF CLINE ROAD LLC, CLINE ROAD, GEORGIA, VERMONT, VERMONT TRANSCO LLC. EASEMENT SURVEY", PREPARED BY BARNARD & GERVAIS, LLC, DATED 04-25-2023.

NOTES:

- 1) THIS DRAWING IS NOT A BOUNDARY SURVEY PLAT. BOUNDARY LINE INFORMATION SHOWN IS BASED ON PLAN REFERENCE #2 & #3. THE PROPERTY LINES, EASEMENTS AND OTHER REAL PROPERTY DESCRIPTIONS PROVIDED ON THIS DRAWING ARE FOR ILLUSTRATION PURPOSES ONLY. THEY DO NOT DEFINE LEGAL RIGHTS OR MEET LEGAL REQUIREMENTS FOR A LAND SURVEY AS DESCRIBED IN V.S.A. TITLE 27 SECTION 1403 AND SHALL NOT BE USED IN LIEU OF A SURVEY AS THE BASIS OF ANY LAND TRANSFER OR ESTABLISHMENT OF ANY PROPERTY RIGHT.
- 2) THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING AND DETERMINING THE LOCATION, SIZE, AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY DISCREPANCIES OR UTILITIES FOUND INTERFERING WITH THE PROPOSED CONSTRUCTION. APPROPRIATE REMEDIAL ACTION SHALL BE TAKEN BEFORE PROCEEDING WITH THE WORK.
- 3) THIS TOPOGRAPHIC SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF "DIG SAFE" MARKINGS. UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND ARE NOT WARRANTED TO BE EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT "DIG SAFE" BEFORE COMMENCING ANY WORK AND SHALL PRESERVE ALL EXISTING UTILITIES NOT SPECIFIED TO BE REMOVED OR ABANDONED AS PART OF THE PROJECT.



LIST OF DRAWINGS

- C-1 EXISTING CONDITIONS PLAN
- C-2 OVERALL DEVELOPMENT PLAN
- C-3 ROAD PLAN & PROFILE, STA. 00+00 - 09+00
- C-4 ROAD PLAN & PROFILE, STA. 09+00 - 21+50
- C-5 ROAD PLAN & PROFILE, STA. 21+50 - 24+60
- C-6 WASTEWATER PLAN & DETAILS
- C-7 WASTEWATER DETAILS
- C-8 STORMWATER PLAN & DETAILS
- C-9 STORMWATER DETAILS
- C-10 MAINTENANCE PLAN
- C-11 DETAILS

**EXISTING CONDITIONS PLAN**  
CLINE ROAD LLC  
CLINE ROAD  
GEORGIA, VERMONT

 5 LAKE STREET ST. ALBANS, VERMONT 05478 PHONE - (802) 524-9300 FAX - (802) 524-9700 COPYRIGHT © 2023 - RUGGIANO ENGINEERING	PROJECT NO.....23022	SHEET NO.
	DRAWN BY.....TCE/WEH	<b>C-1</b>
CHECKED BY.....TRM	1 OF 11 SHEETS	
SCALE.....1" = 120'	DATE.....07/14/23	



20' WIDE PEDESTRIAN EASEMENT OVER LOT 14 TO BENEFIT THE TOWN OF GEORGIA

COMMON WALKING TRAIL (TYP.)

10' GRAVEL DRIVEWAY WITH 2' GRASS SHOULDERS TO EACH LOT, (TYPICAL)

PROPOSED 24' WIDE PAVED PRIVATE ROAD WITH 2' SHOULDERS TOTAL LENGTH 2460'

PROPOSED 60' ACCESS & UTILITY EASEMENT

N/F VILLANI & MACARTHY

CLASS III WETLAND

CLASS II WETLAND

CLASS III WETLAND IMPACT 490 SQ FT 0.01 ACRES

24' WIDE ROADWAY CENTERED IN 60' ROW

CLASS III WETLAND

N/F LEO

CLASS II WETLAND BUFFER IMPACT 7,892 SQ FT 0.18 ACRES

CLASS II WETLAND IMPACT 372 SQ FT 0.01 ACRES

N/F CREPEAU

N/F CAMERON

N/F BUCKLEY

N/F GUNTHER

N/F FRASER HOLDINGS

ROADWAY TO TERMINATE IN CUL-DE-SAC

N/F VILLANI & MACARTHY

LOT SETBACK (TYPICAL)

LOT 5 1.22 AC

LOT 15 OPEN SPACE EASEMENT ±1.29 AC

LOT 3 1.00 AC

LOT 2 0.85 AC

LOT 1 0.85 AC

LOT 14 0.85 AC

LOT 13 0.82 AC

LOT 11 0.81 AC

LOT 9 0.86 AC

LOT 7 1.07 AC

LOT 6 1.09 AC

LOT 4 1.00 AC

LOT 3 1.00 AC

LOT 1 0.85 AC

LOT 12 0.81 AC

LOT 10 1.42 AC

LOT 8 1.23 AC

LOT 6 1.09 AC

LOT 4 1.00 AC

LOT 2 0.85 AC

LOT 1 0.85 AC

LOT 15

LOT 15

LOT 15

LOT 15

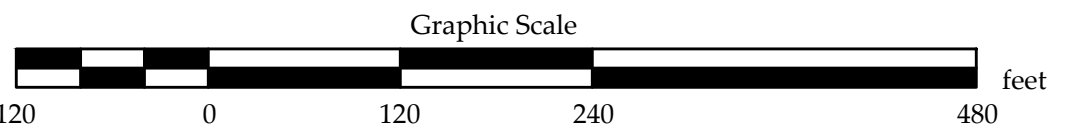
LOT 15

LOT 15

LOT 15

### OVERALL SITE PLAN

SCALE: 1" = 120'



**PURPOSE OF PLAN:**

PROPOSED 15 LOT PLANNED UNIT DEVELOPMENT WITH (14) SINGLE FAMILY HOMES. EACH LOT TO BE SERVED BY INDIVIDUAL WATER SUPPLIES AND SHARED WASTEWATER SYSTEM. REMAINING LANDS TO BE RETAINED WITH OPEN SPACE EASEMENTS.

**OWNER:**

CLINE ROAD, LLC  
7 OAK STREET  
ST. ALBANS, VT. 05478

**ZONING NOTES:**

DISTRICT: HIGH-DENSITY RESIDENTIAL (AR-1)

PUD PERIMETER SETBACK = 50 FT PLANNED UNIT DEVELOPMENT

MAX DENSITY = 5/AC/UNIT = 18 UNITS  
PROPOSED = 14 DWELLING UNITS  
OPEN SPACE = 19.42 AC = ±20.7% EXISTING PROPERTY

MIN LOT SIZE = 0.75 AC  
PUD SETBACK = 50'

**NOTE:**

EVERY 4<sup>TH</sup> UNIT CONSTRUCTED (3 UNITS TOTAL) MUST BE RESTRICTED TO 1500 SQ. FT. FOR MIN 5 YEARS AFTER CONSTRUCTION.

PROPOSED 4-BEDROOM SINGLE-FAMILY DWELLING ON LOTS 1-14 (TYPICAL)

EXISTING BARN TO BE REMOVED

24' WIDE PAVED ROAD WITH 2' SHOULDERS

N/F WILCOX LAKESHORE FARM TRUST

STONE WALLS SHALL REMAIN IN PLACE AND NOT BE DISTURBED OTHER THAN REPAIRS

60' EASEMENT TO NEIGHBORING PROPERTY

APPROXIMATE LOCATION EXISTING FARM ROAD

50' WETLAND BUFFER, (TYPICAL)

PROPOSED DRILLED WELL ON EACH LOT, (TYPICAL)

PROPOSED WASTEWATER SYSTEM FOR LOT 10

PROPOSED LOCATIONS FOR WASTEWATER DISPOSAL FOR LOTS 1-9, 11-14

50' PUD SETBACK (TYPICAL)

N/F BARCOCK & RICHARDS

### OVERALL DEVELOPMENT PLAN

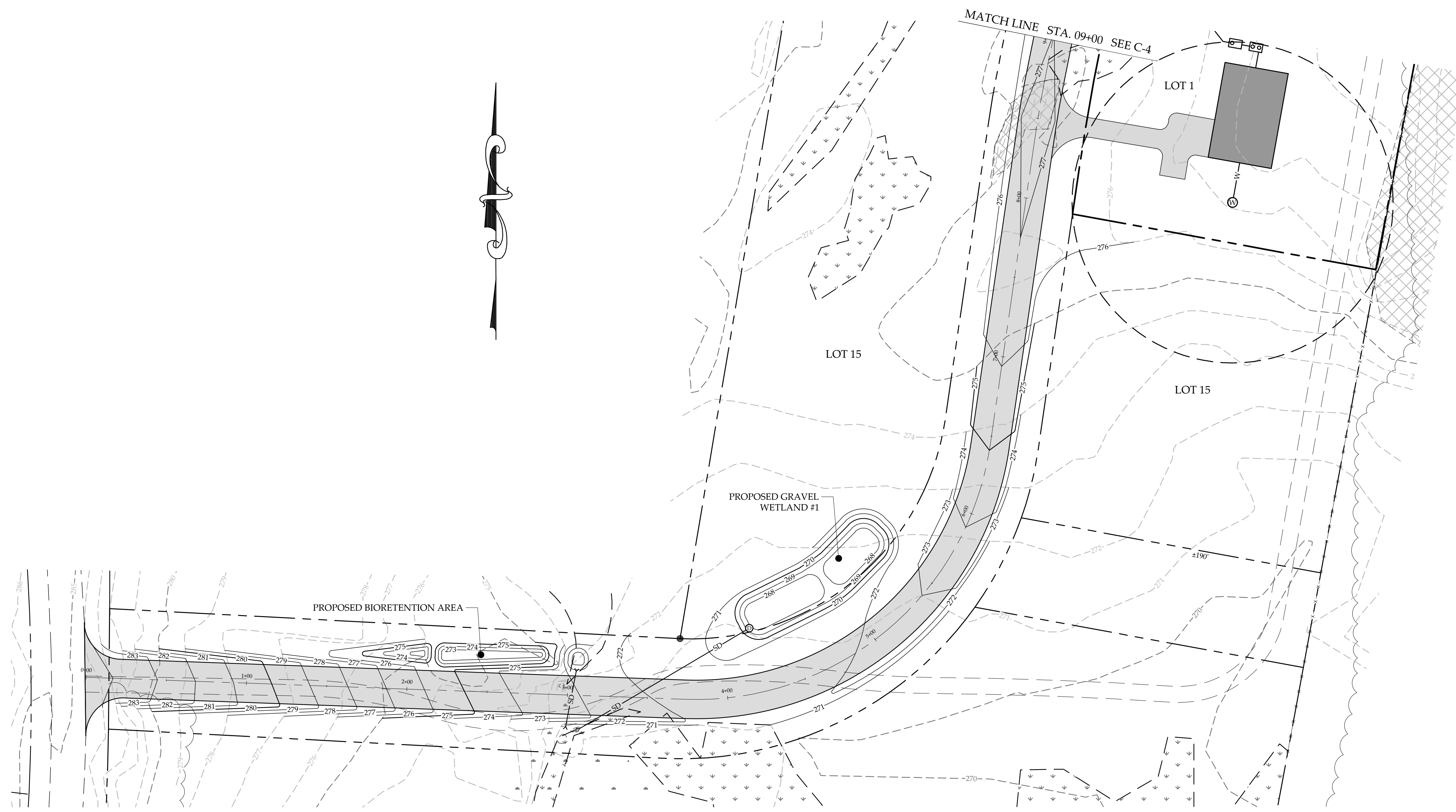
CLINE ROAD LLC  
CLINE ROAD  
GEORGIA, VERMONT

**RUGGIANO Engineering**

5 LAKE STREET  
ST. ALBANS, VERMONT 05478  
PHONE - (802) 524-9300 FAX - (802) 524-9700  
COPYRIGHT © 2023 - RUGGIANO ENGINEERING

PROJECT NO. ....23022  
DRAWN BY.....TCE/WEH  
CHECKED BY.....TRM  
SCALE.....1" = 120'  
DATE.....07/14/23

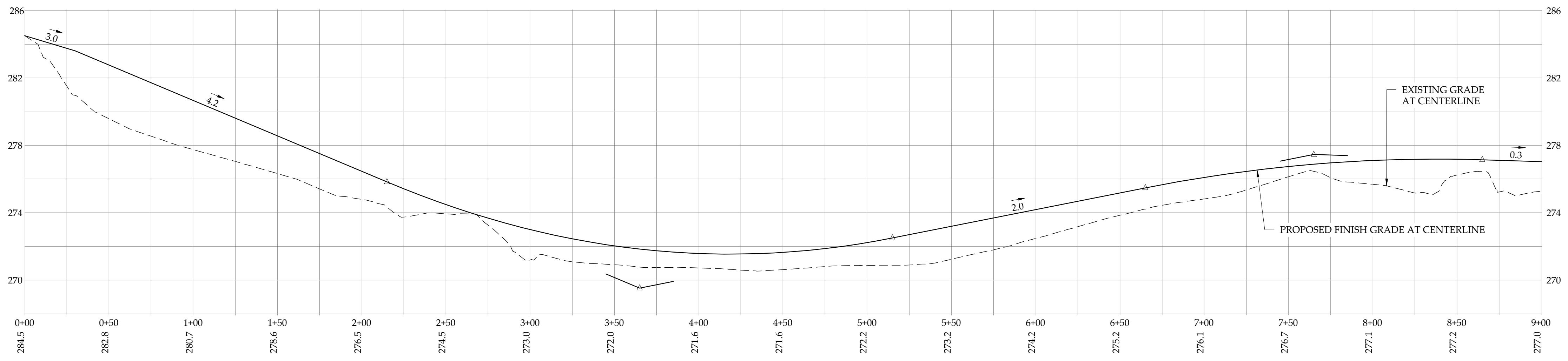
SHEET NO.  
**C-2**  
2 OF 11 SHEETS



1 PLAN ROAD STA. 00+00 - 09+00

SCALE: 1" = 40'

Graphic Scale



2 PROFILE ROAD STA. 00+00 - 09+00

SCALE: 1" = 40' Horizontal

1" = 4' Vertical

Graphic Scale

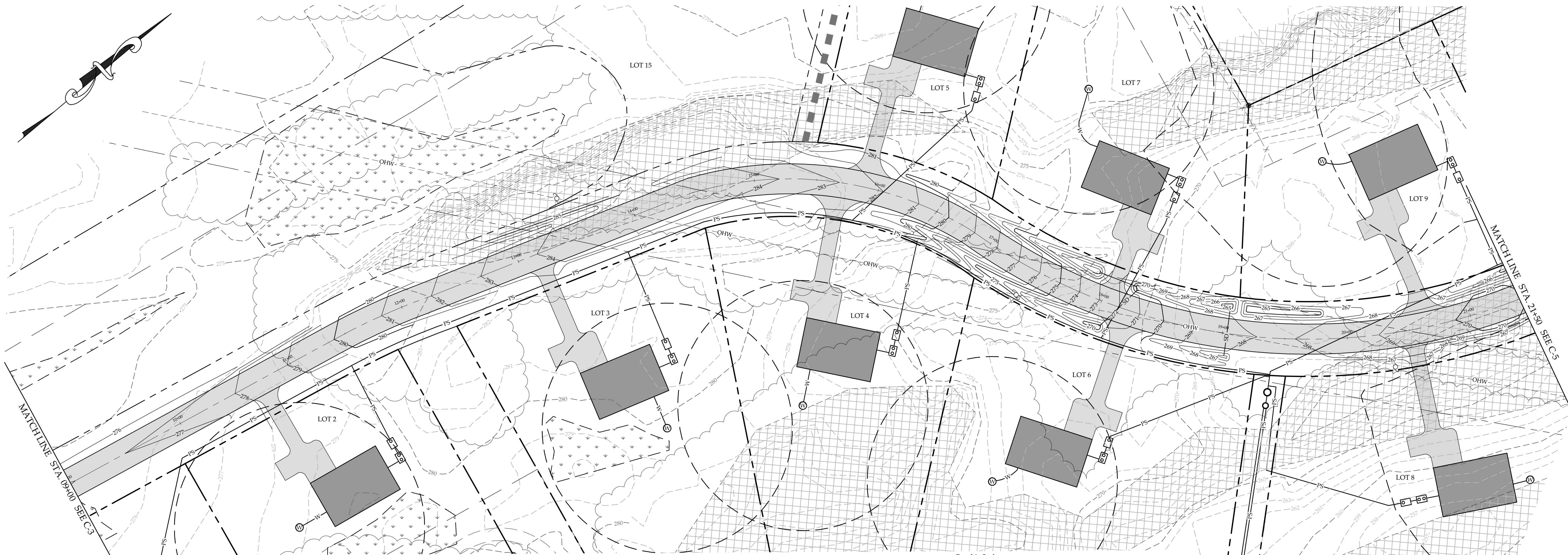


ROAD PLAN & PROFILE STA. 00+00 - 09+00  
 CLINE ROAD LLC  
 CLINE ROAD  
 GEORGIA, VERMONT

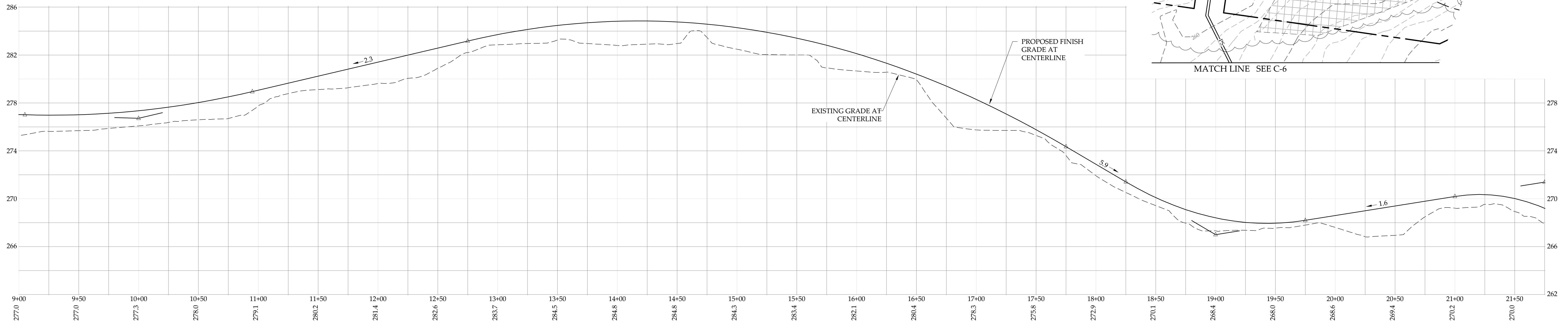
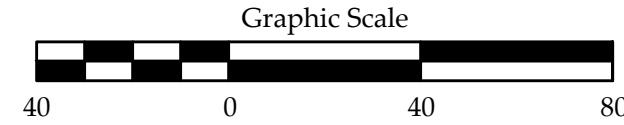
**RUGGIANO**  
 Engineering  
 5 LAKE STREET  
 ST. ALBANS, VERMONT 05478  
 PHONE - (802) 524-9300 FAX - (802) 524-9700  
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PROJECT NO. ....23022  
 DRAWN BY....TCE/WEH  
 CHECKED BY.....TRM  
 SCALE.....AS NOTED  
 DATE.....07/14/23

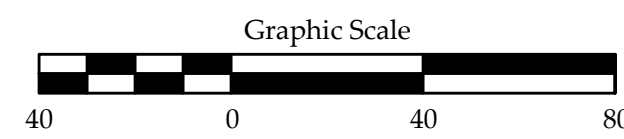
SHEET NO.  
**C-3**  
 3 OF 11 SHEETS



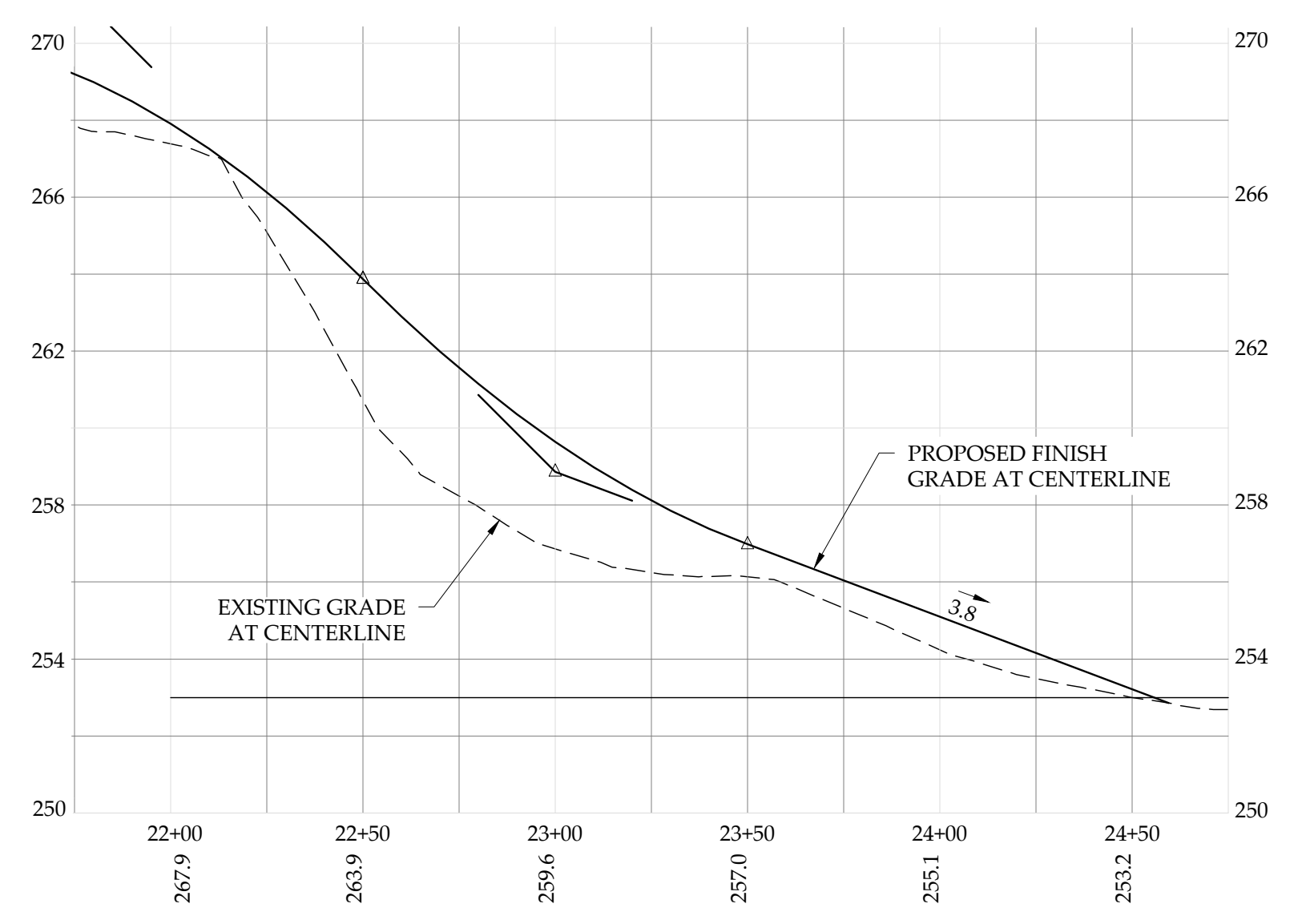
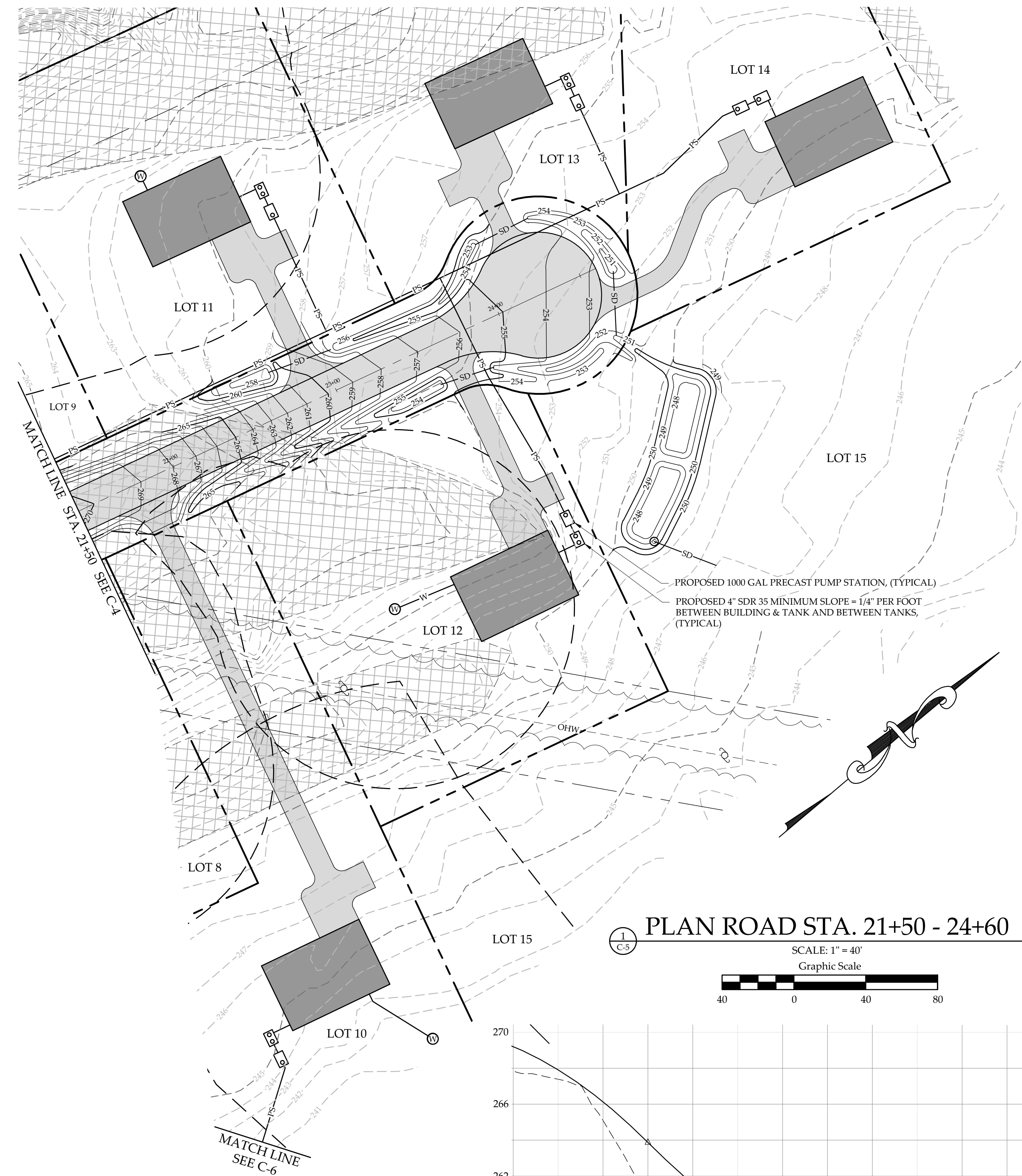
1  
C-4 PLAN ROAD STA. 09+00 - 21+50  
SCALE: 1" = 40'



2  
C-4 PROFILE ROAD STA. 09+00 - 21+50  
SCALE: 1" = 40' Horizontal  
1" = 4' Vertical



<b>ROAD PLAN &amp; PROFILE STA. 09+00 - 21+50</b> CLINE ROAD LLC CLINE ROAD GEORGIA, VERMONT	
 RUGGIANO Engineering 5 LAKE STREET ST. ALBANS, VERMONT 05478 PHONE - (802) 524-9300 FAX - (802) 524-9700 COPYRIGHT © 2023 - RUGGIANO ENGINEERING	PROJECT NO. ....23022 DRAWN BY.....TCE/WEH CHECKED BY.....TRM SCALE.....AS NOTED DATE.....07/14/23
	SHEET NO. <b>C-4</b> 4 OF 11 SHEETS



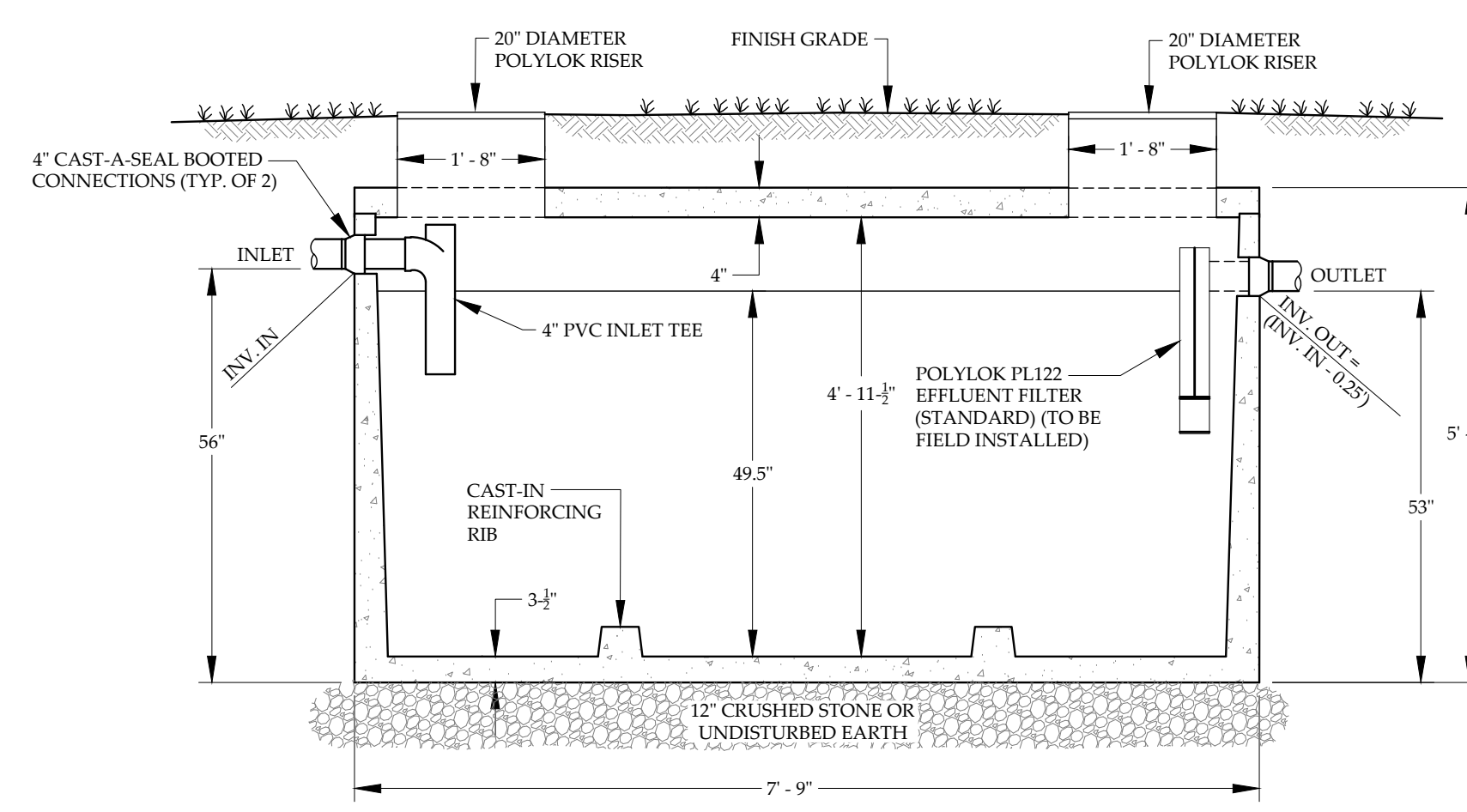
<b>ROAD PLAN &amp; PROFILE STA. 21+50 - 24+60</b> CLINE ROAD LLC CLINE ROAD GEORGIA, VERMONT		
RUGGIANO Engineering 5 LAKE STREET ST. ALBANS, VERMONT 05478 PHONE - (802) 524-9300 FAX - (802) 524-9700 COPYRIGHT © 2023 - RUGGIANO ENGINEERING	PROJECT NO.....23022 DRAWN BY.....TCE/WEH CHECKED BY.....TRM SCALE.....AS NOTED DATE.....07/14/23	SHEET NO. <b>C-5</b> 5 OF 11 SHEETS



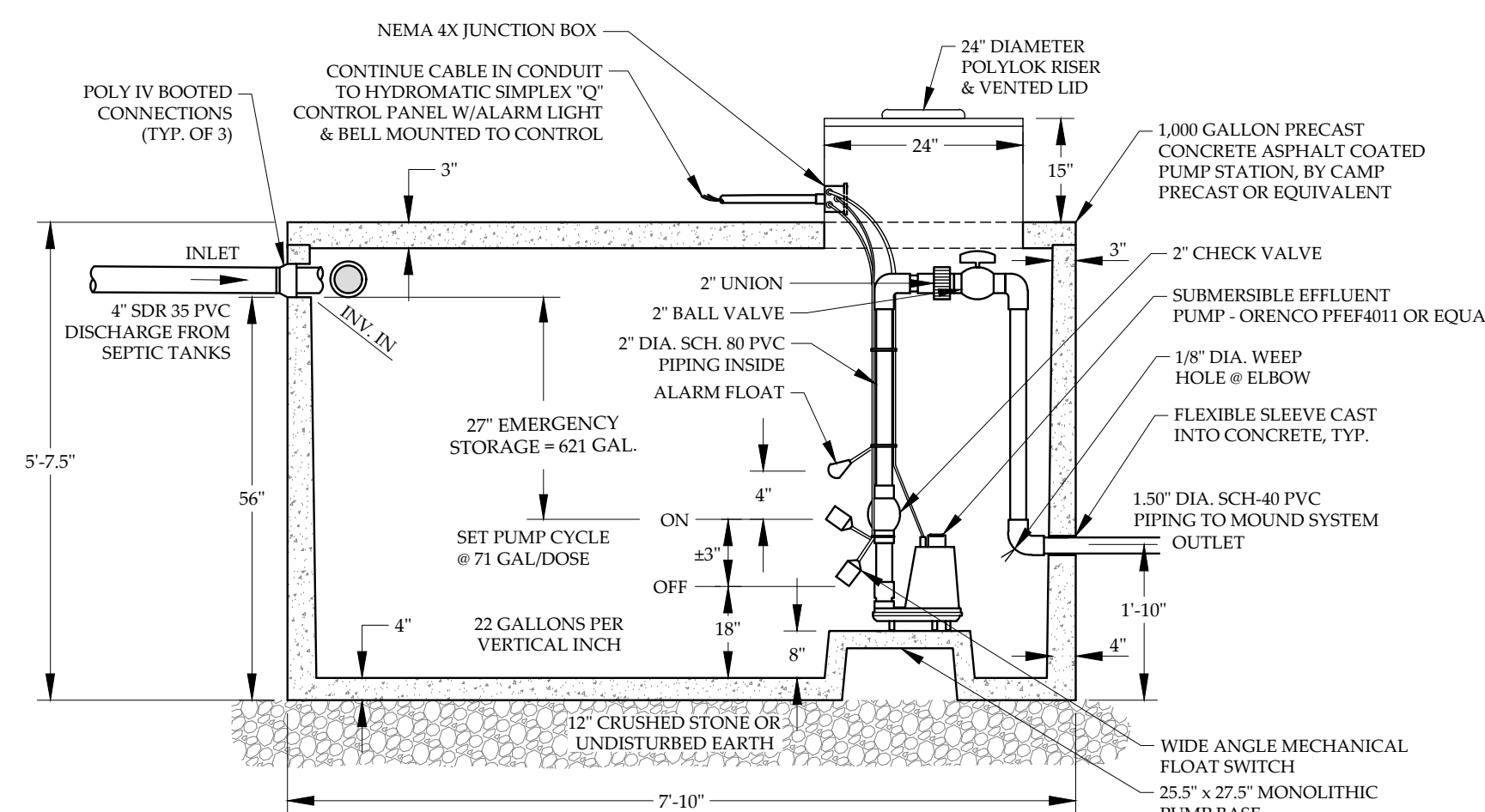


**WASTEWATER PLAN**  
 SCALE: 1" = 30'  
 Graphic Scale  
 30 0 30 60 feet

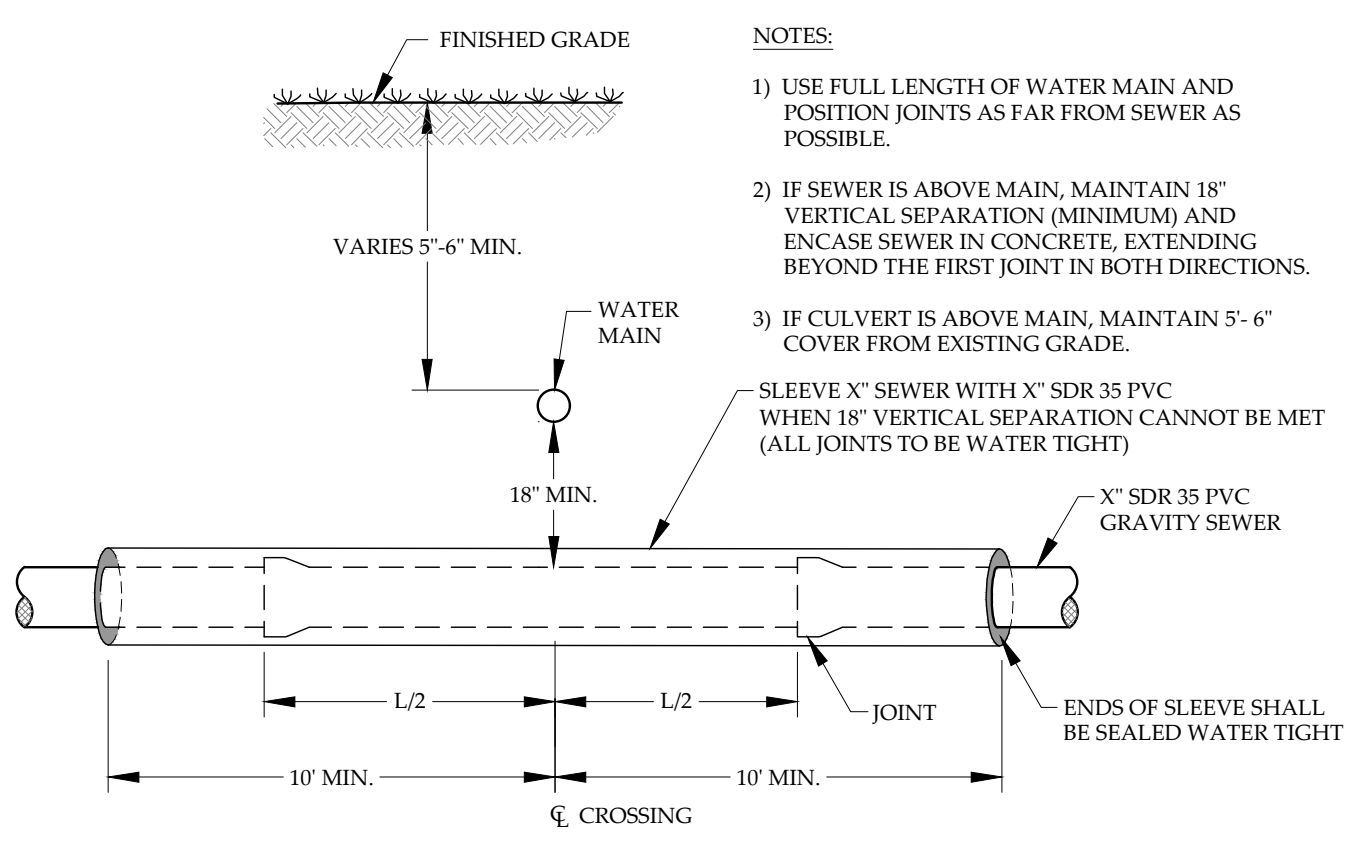
<b>WASTEWATER PLANS</b> CLINE ROAD LLC CLINE ROAD GEORGIA, VERMONT		
 5 LAKE STREET ST. ALBANS, VERMONT 05478 PHONE - (802) 524-9300 FAX - (802) 524-9700 COPYRIGHT © 2023 - RUGGIANO ENGINEERING	PROJECT NO.....23022 DRAWN BY.....TCE/WEH CHECKED BY.....TRM SCALE.....AS NOTED DATE.....07/14/23	SHEET NO. <b>C-6</b> 6 OF 11 SHEETS



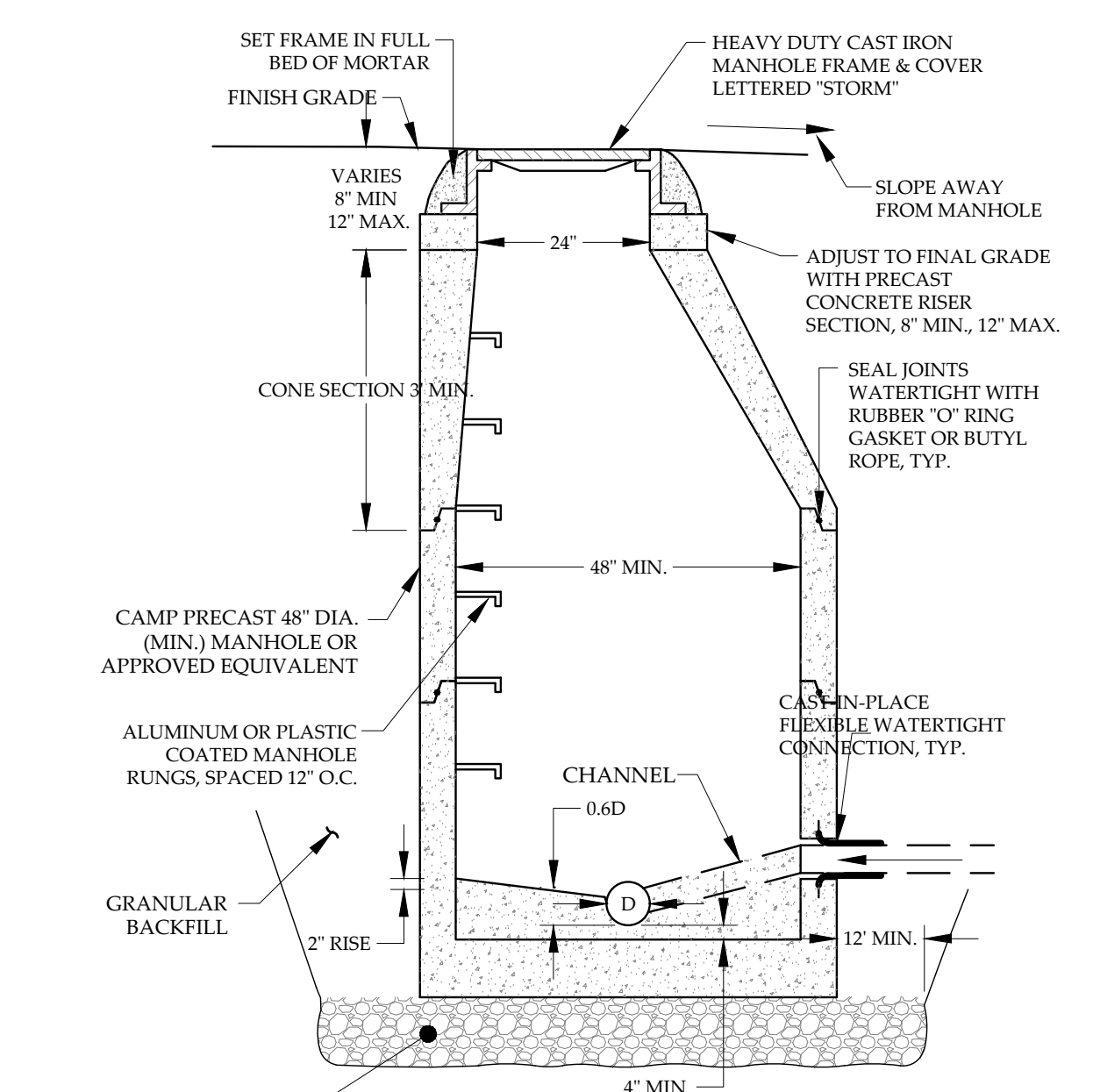
**1,000-GALLON SEPTIC TANK**  
NOT TO SCALE



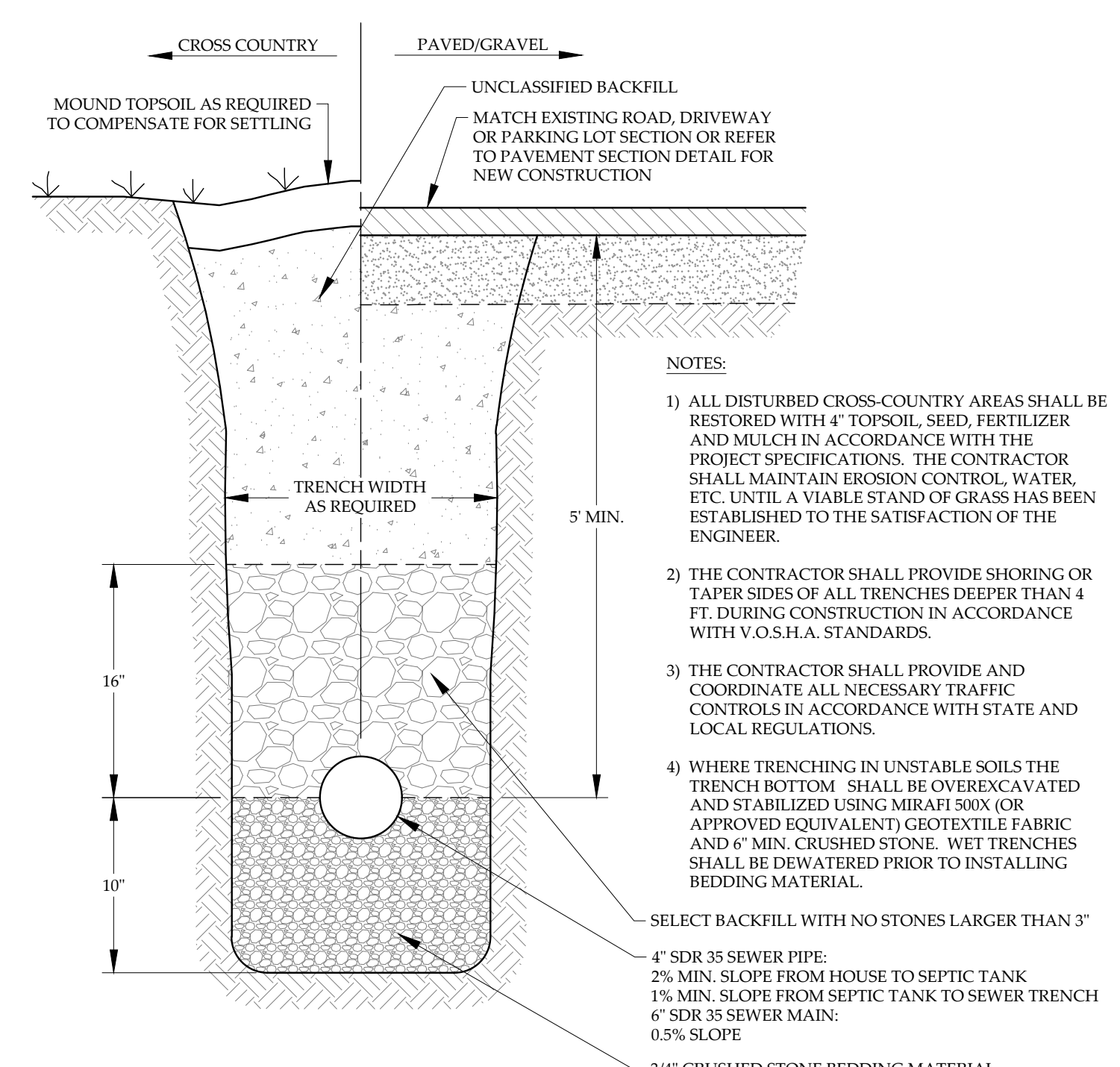
**1,000-GALLON PUMP STATION**  
NOT TO SCALE



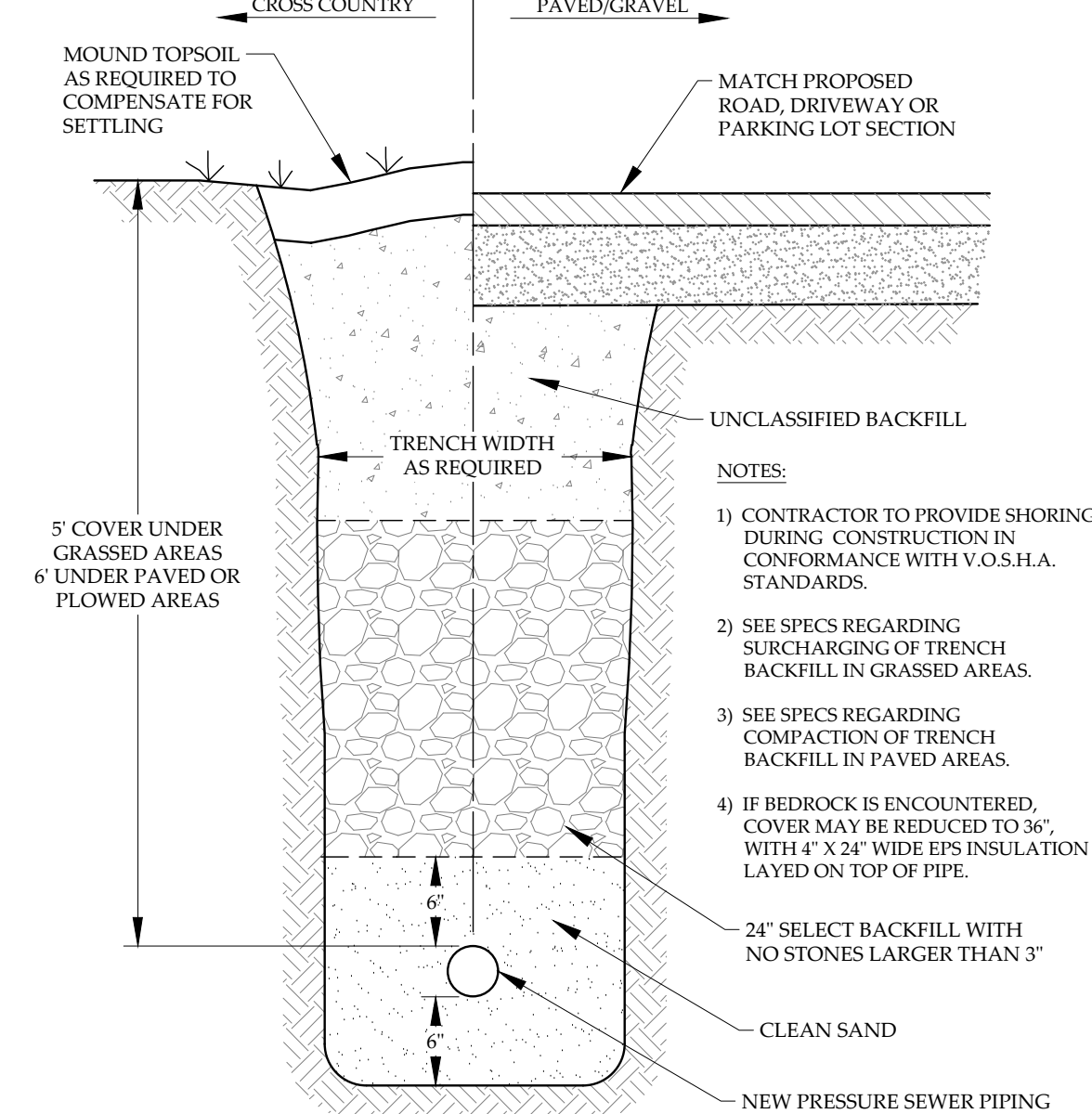
**WATER/SEWER DRAIN CROSSING**  
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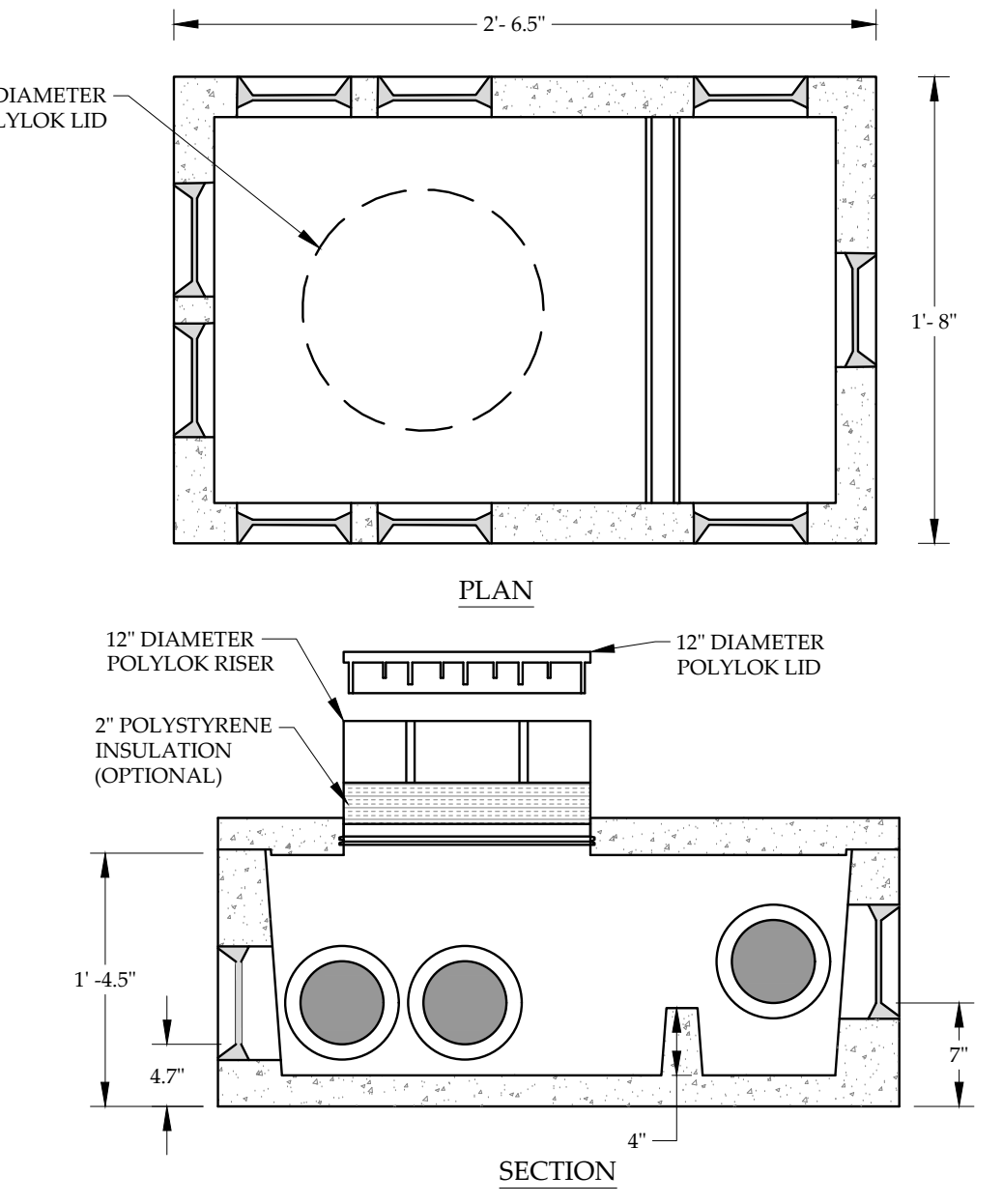
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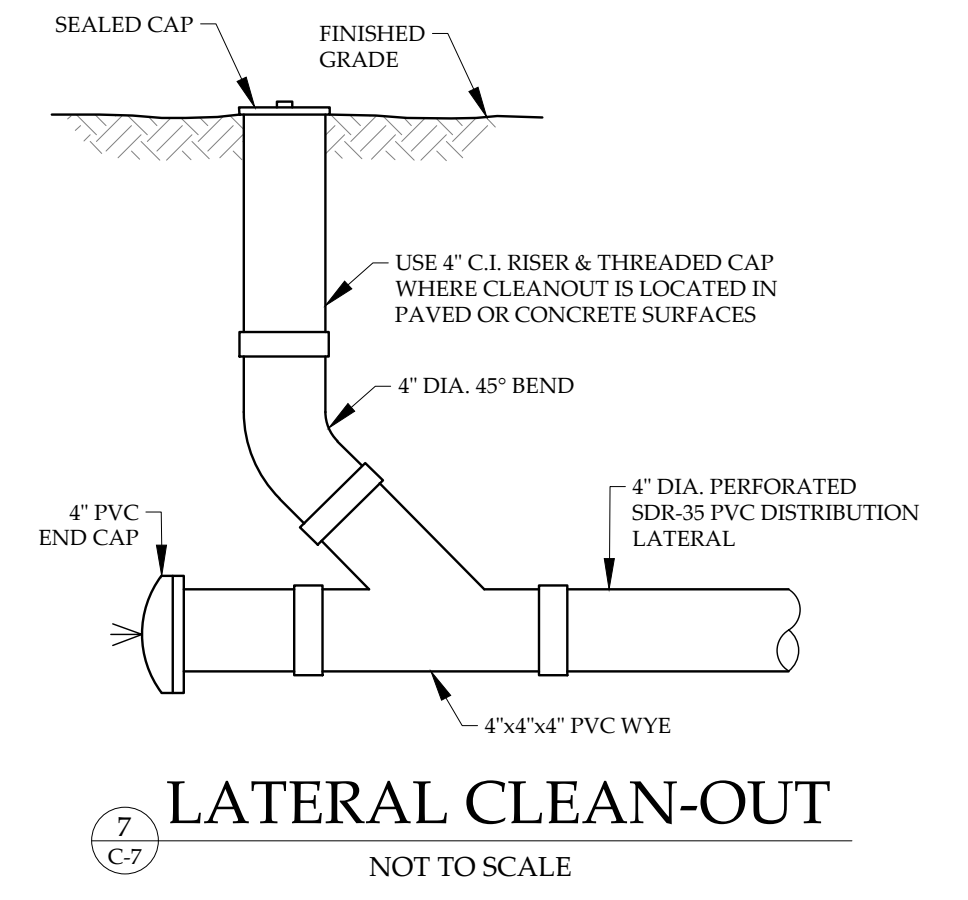
**TYPICAL SANITARY SEWER TRENCH**  
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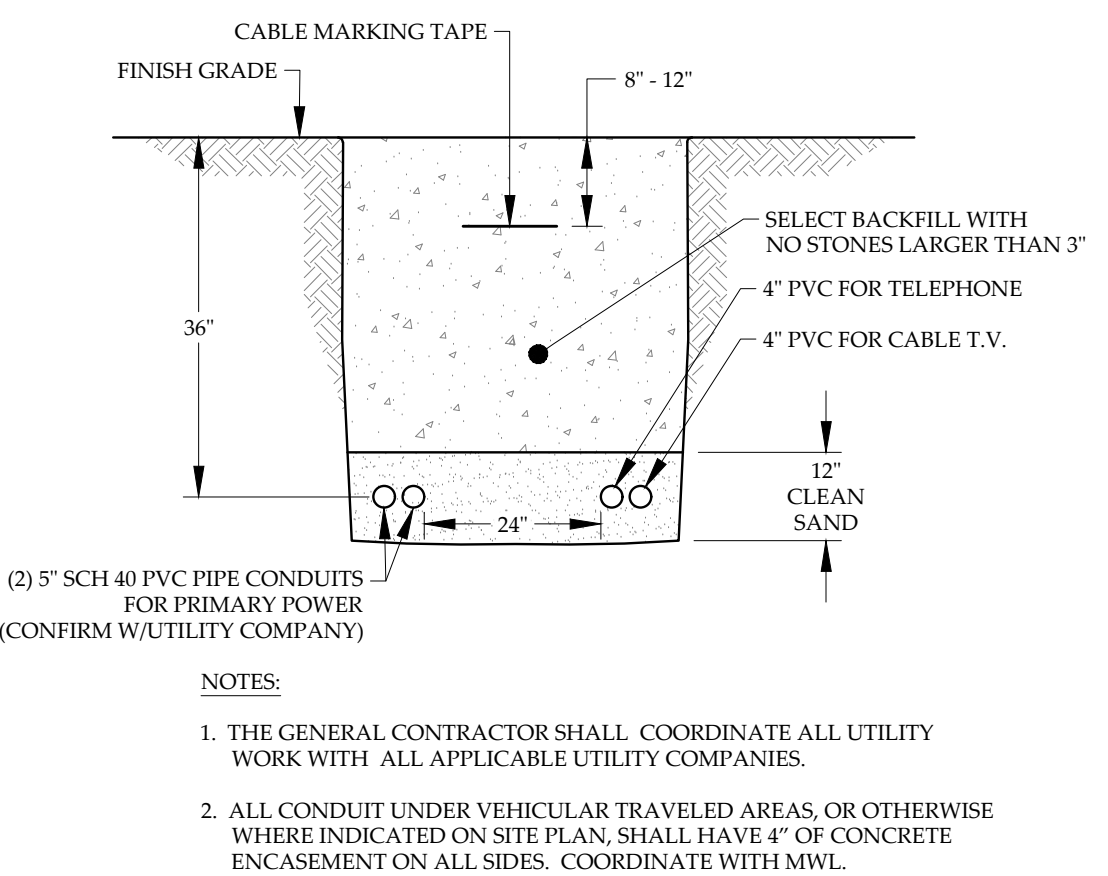
**TYPICAL PRESSURE SEWER TRENCH**  
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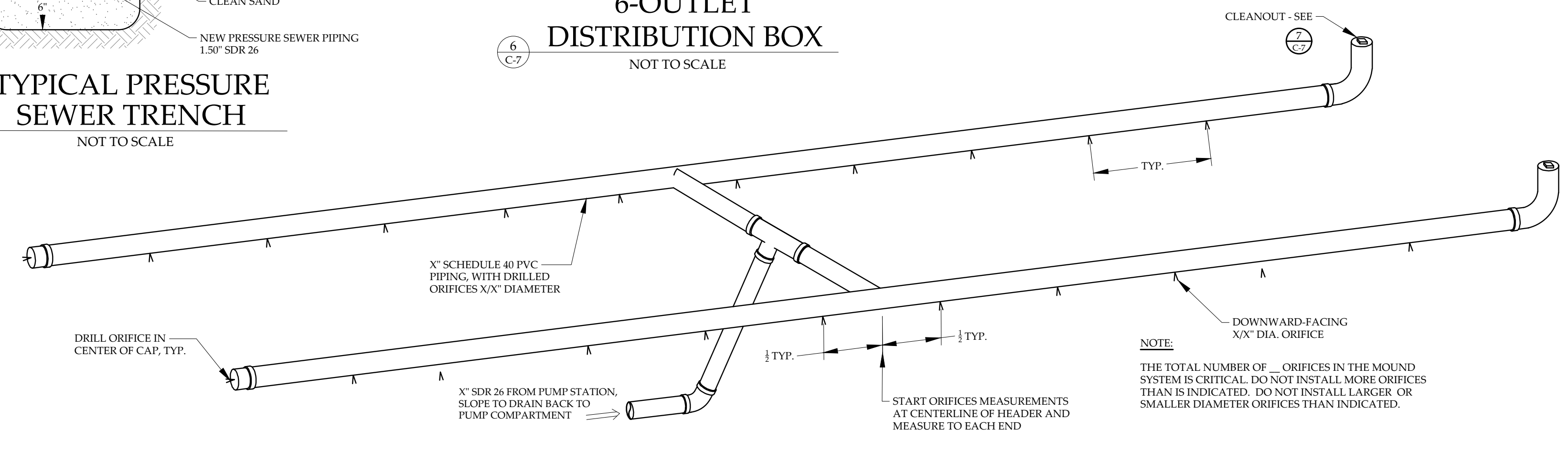
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NOT TO SCALE



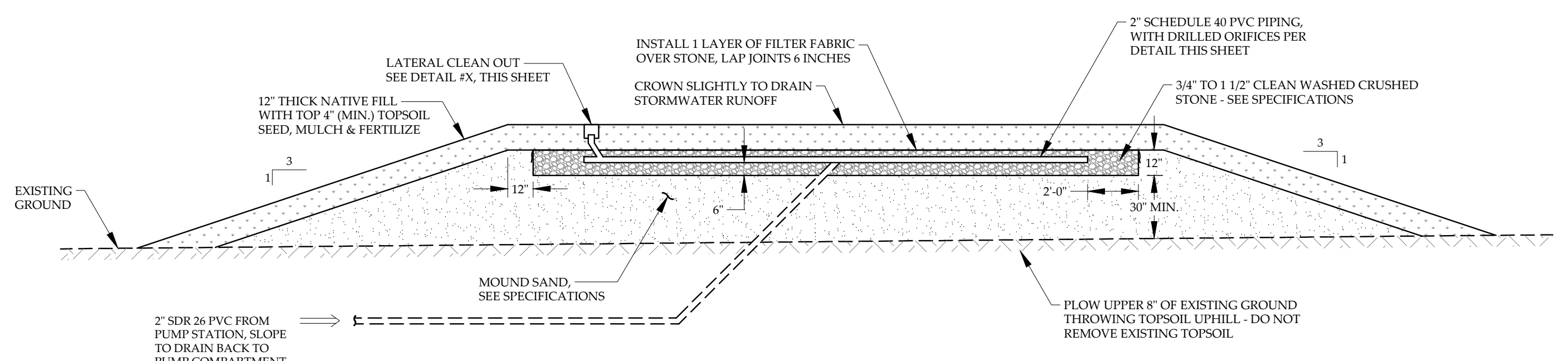
**LATERAL CLEAN-OUT**  
NOT TO SCALE



**UTILITY TRENCH**  
NOT TO SCALE



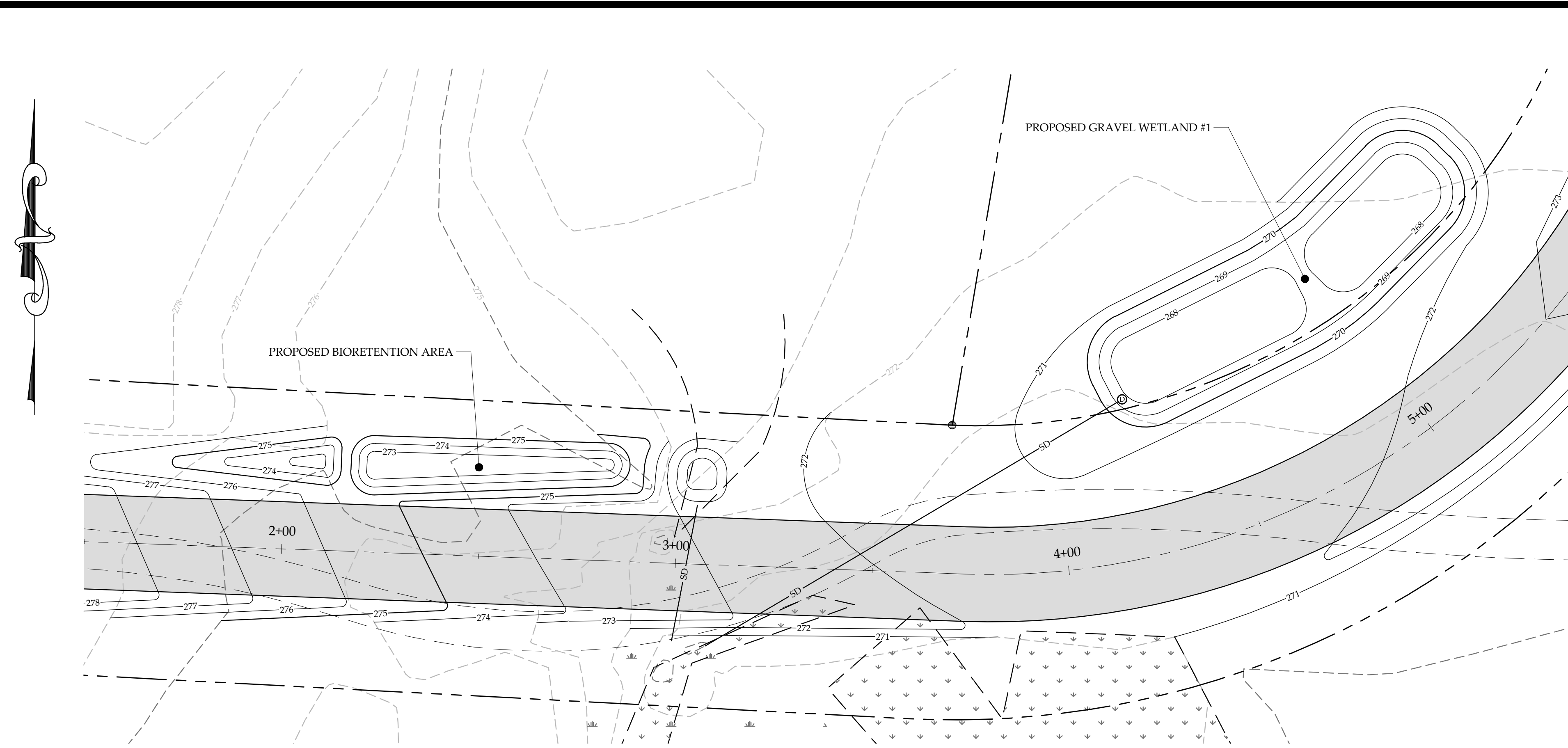
**DISTRIBUTION LATERALS**  
NOT TO SCALE



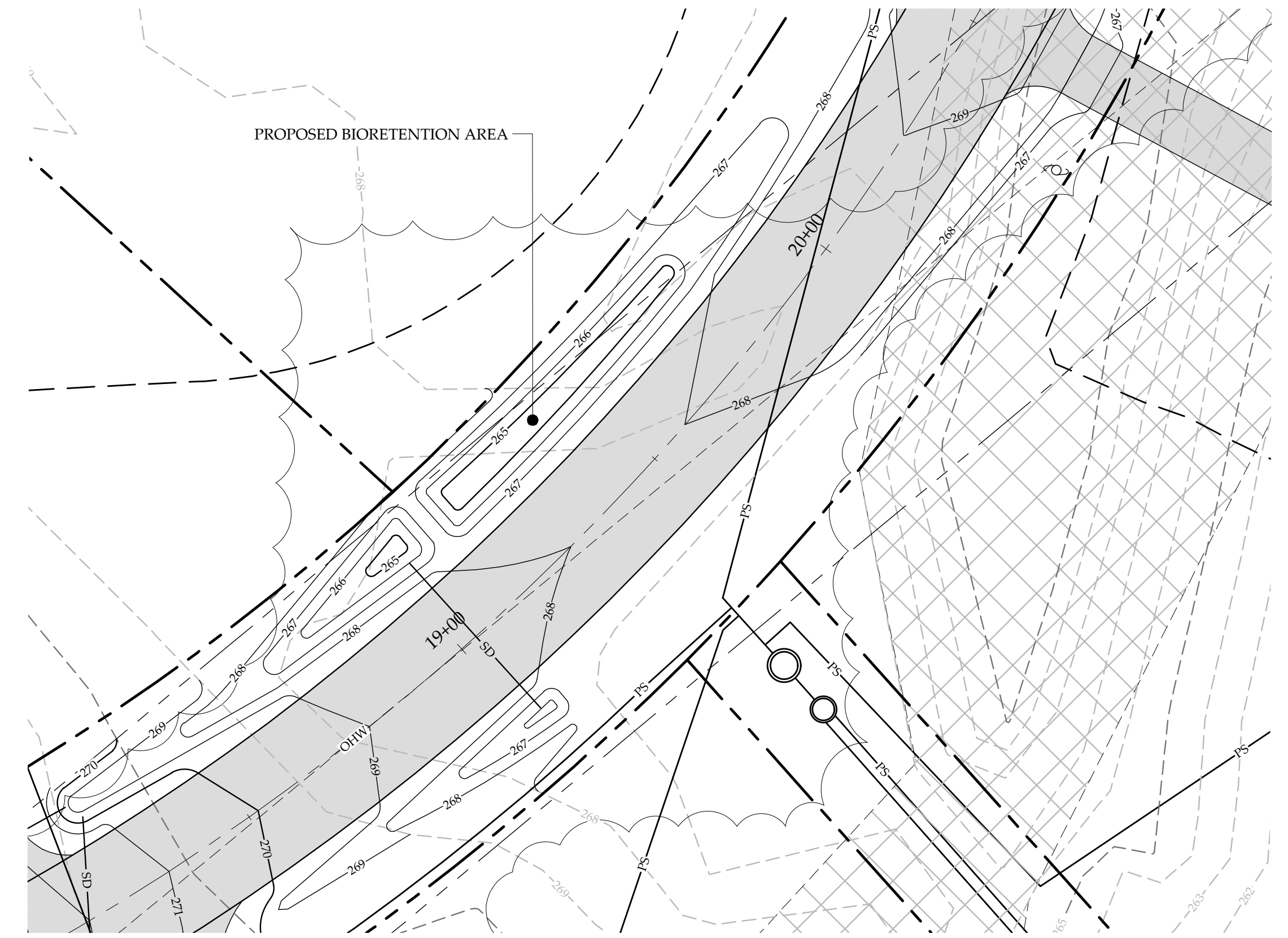
**TYPICAL MOUND SECTION**  
NOT TO SCALE

**WASTEWATER DETAILS**  
CLINE ROAD LLC  
CLINE ROAD  
GEORGIA, VERMONT

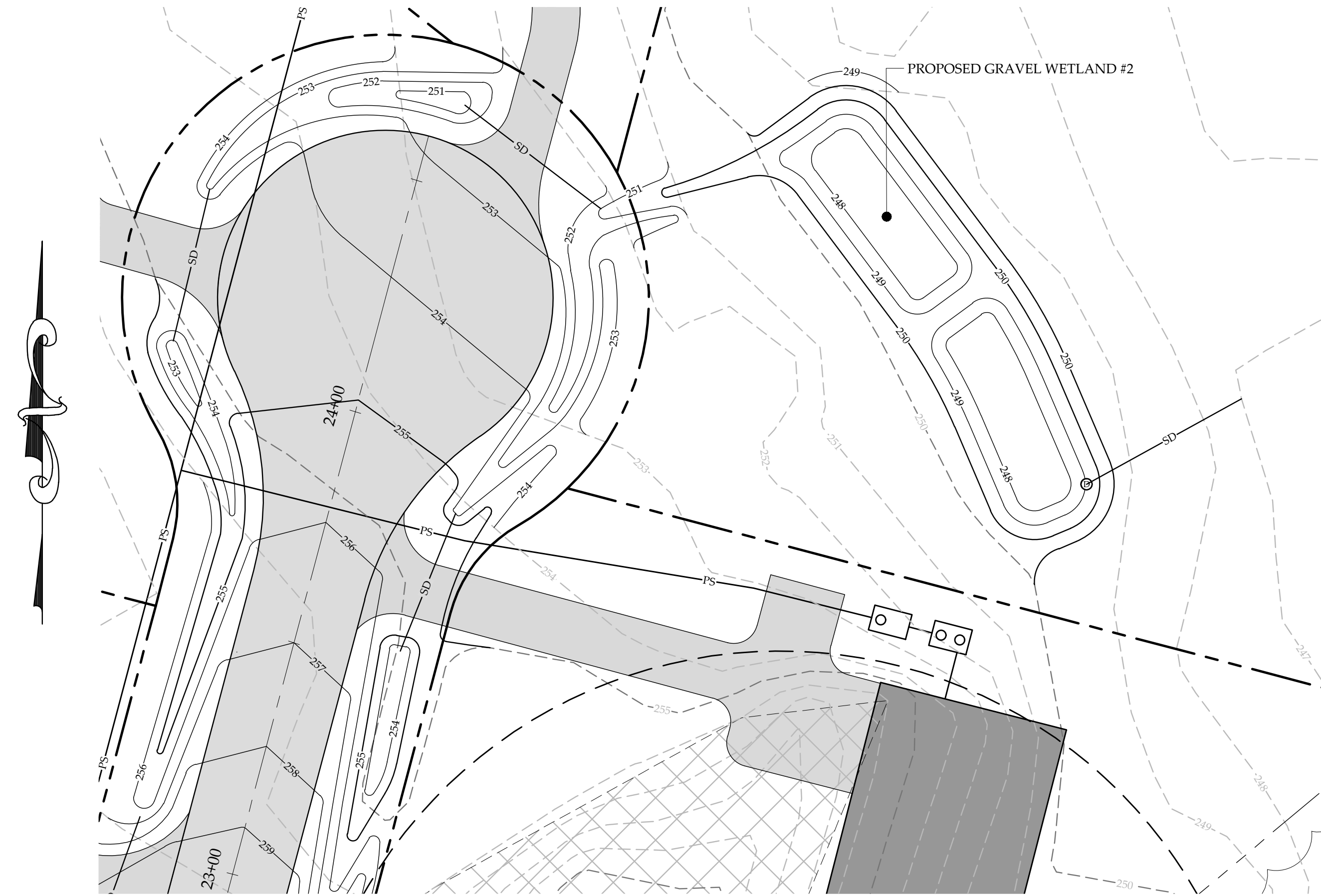
 5 LAKE STREET ST. ALBANS, VERMONT 05478 PHONE - (802) 524-9300 FAX - (802) 524-9700 COPYRIGHT © 2023 - RUGGIANO ENGINEERING	PROJECT NO.....23022	SHEET NO.
	DRAWN BY.....TCE/WEH	<b>C-7</b>
CHECKED BY.....TRM	SCALE.....AS NOTED	7 OF 11 SHEETS
DATE.....07/14/23		



**1**  
C-8  
**STORMWATER PLAN**  
SCALE: 1" = 20'  
Graphic Scale  
20 0 20 40 80 feet



**2**  
C-8  
**STORMWATER BIORETENTION BASIN**  
SCALE: 1" = 10'  
Graphic Scale  
10 0 10 20 40 feet



**3**  
C-8  
**STORMWATER PLAN**  
SCALE: 1" = 20'  
Graphic Scale  
20 0 20 40 80 feet

<b>STORMWATER PLANS</b> CLINE ROAD LLC CLINE ROAD GEORGIA, VERMONT		
 5 LAKE STREET ST. ALBANS, VERMONT 05478 PHONE - (802) 524-9300 FAX - (802) 524-9700 COPYRIGHT © 2023 - RUGGIANO ENGINEERING	PROJECT NO.....23022 DRAWN BY.....TCE/WEH CHECKED BY.....TRM SCALE.....AS NOTED DATE.....07/14/23	SHEET NO. <b>C-8</b> 8 OF 11 SHEETS

**POST CONSTRUCTION SOIL RESTORATION NOTES:**  
 ALL NATIVE VEGETATION AND SOIL OUTSIDE OF PROJECT AREA TO BE LEFT UNDISTURBED AND PROTECTED FROM COMPACTION DURING CONSTRUCTION. POST CONSTRUCTION SOIL RESTORATION AREAS ARE MADE UP OF ALL DISTURBED AREAS ON SLOPES LESS THAN OR EQUAL TO 3% & ARE NOT COVERED WITH IMPERVIOUS SURFACES, AN INTEGRAL PORTION OF A STORMWATER TREATMENT PRACTICE, OR STRUCTURAL FILL ONCE CONSTRUCTION IS DONE. CONTRACTOR TO IDENTIFY AREAS BEFORE START OF CONSTRUCTION AND INSTALL FENCING TO ENSURE PROTECTION. ANY AREAS THAT ARE DISTURBED AND/OR COMPACTED DURING THE COURSE OF CONSTRUCTION WILL HAVE TOPSOIL RESTORED BY MEANS OF ONE OF THE FOLLOWING METHODS:

- OPTION 1: AMEND EXISTING SITE TOPSOIL OR SUBSOIL IN PLACE.**
- SCARIFY OR TILL SUBSOILS TO 4 INCHES OF DEPTH OR TO DEPTH NEEDED TO ACHIEVE A TOTAL DEPTH OF 4 INCHES OF UNCOMPACTED SOIL. AFTER CALCULATED AMOUNT OF AMENDMENT IS ADDED, EXCEPT FOR WITHIN THE DRIP LINE OF EXISTING TREES, THE ENTIRE SURFACE SHALL BE DISTURBED BY SCARIFICATION;
  - AMEND SOIL TO MEET ORGANIC CONTENT REQUIREMENTS:
    - o PRE-APPROVED RATE: PLACE 1 INCH OF COMPOSTED MATERIAL WITH AN ORGANIC MATTER CONTENT BETWEEN 40 AND 65% AND ROTOTILL INTO 3 INCHES OF SOIL, OR
    - o CALCULATED RATE: PLACE CALCULATED AMOUNT OF COMPOSTED MATERIAL OR APPROVED ORGANIC MATERIAL AND ROTOTILL INTO DEPTH OF SOIL NEEDED TO ACHIEVE 4 INCHES OF SETTLED SOIL AT 4% ORGANIC CONTENT;
  - RAKE BEDS TO SMOOTH AND REMOVE SURFACE ROCKS LARGER THAN 2 INCHES IN DIAMETER; AND
  - WATER OR ROLL TO COMPACT SOIL IN TURF AREAS TO 85% OF MAXIMUM DRY DENSITY.
- OPTION 2: REMOVE AND STOCKPILE EXISTING TOPSOIL DURING GRADING.**
- STOCKPILE SOIL ON SITE IN A DESIGNATED CONTROLLED AREA, AT LEAST 50 FEET FROM SURFACE WATERS, WETLANDS, FLOODPLAINS, OR OTHER CRITICAL RESOURCE AREAS;
  - SCARIFY OR TILL SUBGRADE TO A DEPTH OF 4 INCHES, EXCEPT FOR WITHIN THE DRIP LINE OF EXISTING TREES, THE ENTIRE SURFACE SHALL BE DISTURBED BY SCARIFICATION;
  - STOCKPILED TOPSOIL SHALL ALSO BE AMENDED, IF NEEDED, TO MEET THE ORGANIC CONTENT REQUIREMENTS:
    - o PRE-APPROVED RATE: COMPOST SHALL BE INCORPORATED WITH AN ORGANIC MATTER CONTENT BETWEEN 40 AND 65% INTO THE TOPSOIL AT A RATIO 1:3, OR
    - o CALCULATED RATE: INCORPORATE COMPOSTED MATERIAL OR APPROVED ORGANIC MATERIAL AT A CALCULATED RATE TO ACHIEVE 4 INCHES OF SETTLED SOIL AT 4% ORGANIC CONTENT;
  - RAKE TO LEVEL, AND REMOVE SURFACE ROCKS LARGER THAN 2 INCHES IN DIAMETER.
- OPTION 3: IMPORT TOPSOIL MIX, OR OTHER MATERIALS FOR MIXING, INCLUDING COMPOST, OF SUFFICIENT ORGANIC CONTENT AND DEPTH.**
- SCARIFY OR TILL SUBGRADE TO A DEPTH OF 4 INCHES, EXCEPT FOR WITHIN THE DRIP LINE OF EXISTING TREES, THE ENTIRE SURFACE SHALL BE DISTURBED BY SCARIFICATION;
  - PLACE 4 INCHES OF IMPORTED TOPSOIL MIX ON SURFACE. THE IMPORTED TOPSOIL MIX SHALL CONTAIN 4% ORGANIC MATTER. SOILS USED IN THE MIX SHALL BE SAND OR SANDY LOAM AS DEFINED BY THE USDA;
  - RAKE BEDS TO SMOOTH AND REMOVE SURFACE ROCKS LARGER THAN 2 INCHES IN DIAMETER; AND
  - WATER OR ROLL TO COMPACT SOIL IN TURF AREAS TO 85% OF MAXIMUM DRY DENSITY.
- NOTE: CONTRACTOR TO VERIFY SOIL RESTORATION AFTER CONSTRUCTION BY MEANS OF SOIL SAMPLING. SOIL SAMPLING PROCEDURES INCLUDE NINE 8-INCH DEEP TEST HOLES PER ACRE AND SHALL BE AT LEAST 50 FEET APART FROM EACH OTHER. SAMPLE HOLES TO BE DUG BY SHOVEL DRIVEN BY CONTRACTOR'S WEIGHT ALONE.**

**STORMWATER MAINTENANCE NOTES:**

- STORMWATER MAINTENANCE NOTES:**
- KEEP FOREBAY & SIDESLOPES FREE OF WOODY VEGETATION.
  - CLEAR FOREBAY BASIN BOTTOM OF ACCUMULATED SEDIMENT AS NEEDED.
  - MONITOR AND MAINTAIN LEVEL SPREADER AND DOWNSLOPE AREA FOR EVEN SHEET FLOW.
  - MONITOR FOR EROSION AND REPAIR PROMPTLY.
  - MAINTAIN VIGOROUS, DENSE VEGETATIVE GROWTH ABOVE NORMAL WATER LEVEL AT ALL TIMES. MOW OR BRUSH HOG MINIMUM TWICE DURING GROWING SEASON TO CONTROL GROWTH.

**SWALES**

- MAINTAIN VIGOROUS, DENSE VEGETATIVE GROWTH AT ALL TIMES IN RIP RAPPED AREAS, MONITOR FOR SEDIMENT ACCUMULATION AND REMOVE/REPLACE IF VOID SPACES ARE LOGGED.
- MONITOR CHECK DAMS FOR PROPER HEIGHT. REMOVE ACCUMULATED SEDIMENT AS NEEDED.
  - MONITOR FOR EROSION AND REPAIR PROMPTLY.

**EPSC NOTES:**

**PRE-CONSTRUCTION**

- 1) IN ACCORDANCE WITH MODERATE RISK CONSTRUCTION STORMWATER PERMIT, NOTIFICATION OF ONSITE PLAN COORDINATOR MUST BE FILED WITH STATE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 2) ALL SEDIMENT CONTROL MEASURES TO BE CONSTRUCTED PRIOR TO INITIATING PRIMARY EARTHWORK ACTIVITIES.
- 3) STABILIZATION OF OPERATIONAL STORMWATER TREATMENT PRACTICES MUST BE COMPLETED PRIOR TO DIRECTING ANY RUNOFF TO THEM.

**CONSTRUCTION**

- 4) CONSTRUCTION SCHEDULE AND PHASING SHALL BE COORDINATED TO MINIMIZE CONCURRENT EARTH DISTURBANCE. **NOTE: MAX CONCURRENT EARTH DISTURBANCE AT ANY ONE TIME SHALL BE 2.0 ACRES.**

- 5) ALL AREAS OF DISTURBANCE MUST HAVE TEMPORARY OR FINAL STABILIZATION WITHIN 7 DAYS OF THE INITIAL DISTURBANCE. AFTER THIS TIME, ANY DISTURBANCE IN THE AREA MUST BE STABILIZED AT THE END OF EACH WORK DAY. THE FOLLOWING EXCEPTIONS APPLY:
  - a) STABILIZATION IS NOT REQUIRED IF WORK IS TO CONTINUE IN THE AREA WITHIN THE NEXT 24 HOURS AND THERE IS NO PRECIPITATION FORECAST FOR THE NEXT 24 HOURS.
  - b) STABILIZATION IS NOT REQUIRED IF THE WORK IS OCCURRING IN A SELF-CONTAINED EXCAVATION (I.E. NO OUTLET) WITH A DEPTH OF 2 FEET OR GREATER (E.G. FOUNDATION EXCAVATION, UTILITY TRENCHES).

- 6) WINTER CONSTRUCTION IS NOT ANTICIPATED FOR THIS PROJECT. IF ANY CONSTRUCTION IS PROPOSED OUTSIDE OF THE GROWING SEASON (OCT 15 - APR 15) APPROPRIATE WINTER CONSTRUCTION EPSC MEASURES MUST BE IMPLEMENTED PER THE GENERAL PERMIT 3-9020.

- 7) INSPECTIONS OF CONSTRUCTION ACTIVITIES SHALL BE PERFORMED BY THE ONSITE PLAN COORDINATOR EVERY 7 DAYS (MINIMUM) OR AS DICTATED BY STATE PERMIT.
- 8) ALL STOCKPILE AND STAGING AREAS TO BE DETERMINED BY CONTRACTOR AND SUBJECT TO STATE CONSTRUCTION STORMWATER REGULATIONS. CONTRACTOR WILL BE RESPONSIBLE FOR DESIGN, APPROVAL AND IMPLEMENTATION OF ALL EPSC MEASURES INCLUDING SEDIMENT/RUNOFF CONTROLS, STABILIZATION AND RESTORATION.

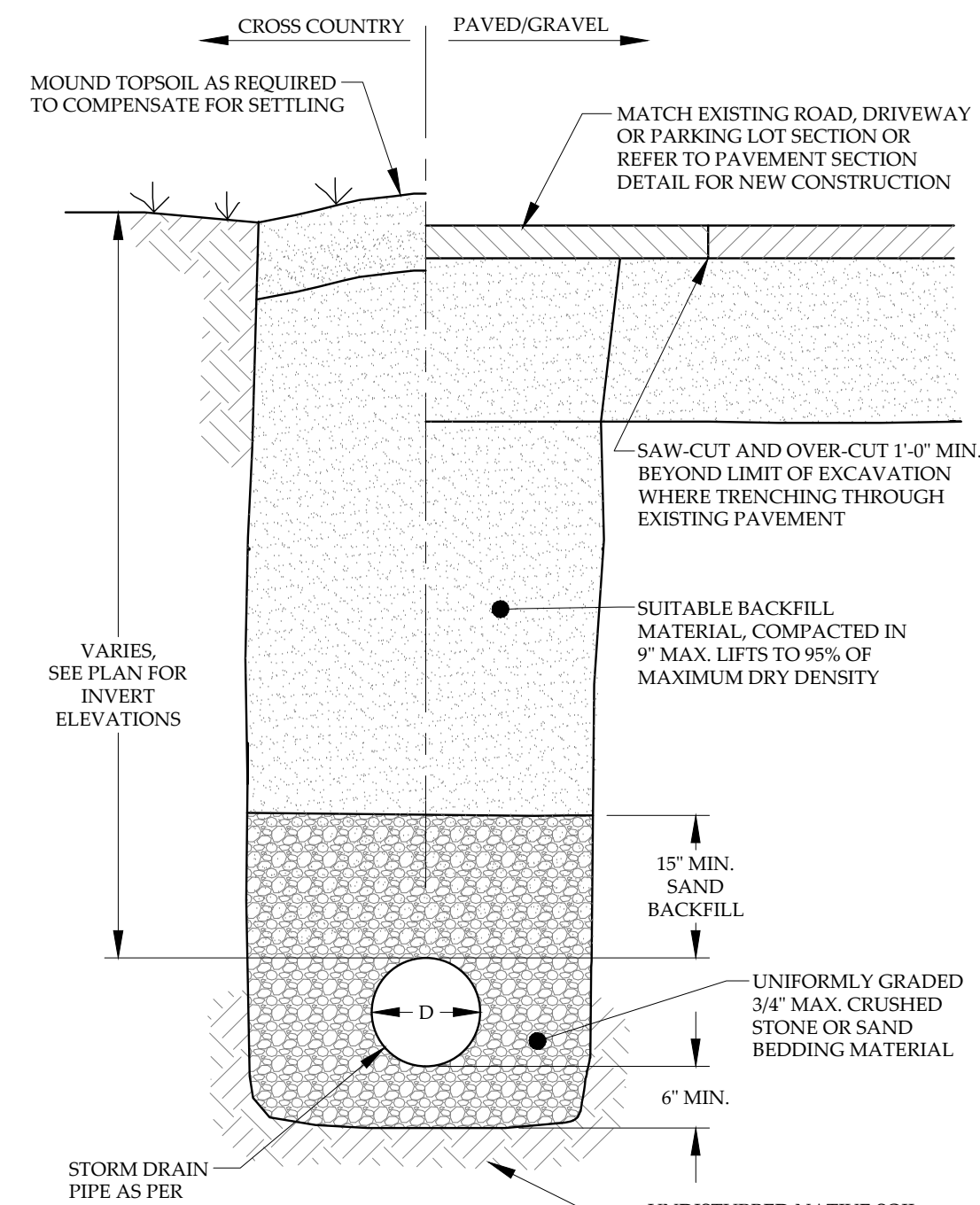
- 9) FIBER ROLLS MAY BE IMPLEMENTED ON AN AS-NEEDED BASIS FOR SLOWING RUNOFF ON STEEPER SLOPES - CONTRACTOR TO USE MANUFACTURED PRODUCT AND INSTALL ACCORDING TO MANUFACTURER RECOMMENDATIONS. ROLLS TO BE INSTALLED PARALLEL TO CONTOURS, KEYED INTO SLOPES AND SECURED WITH STAKES TO PREVENT BLOWOUTS OR CONCENTRATIONS.

**STABILIZATION**

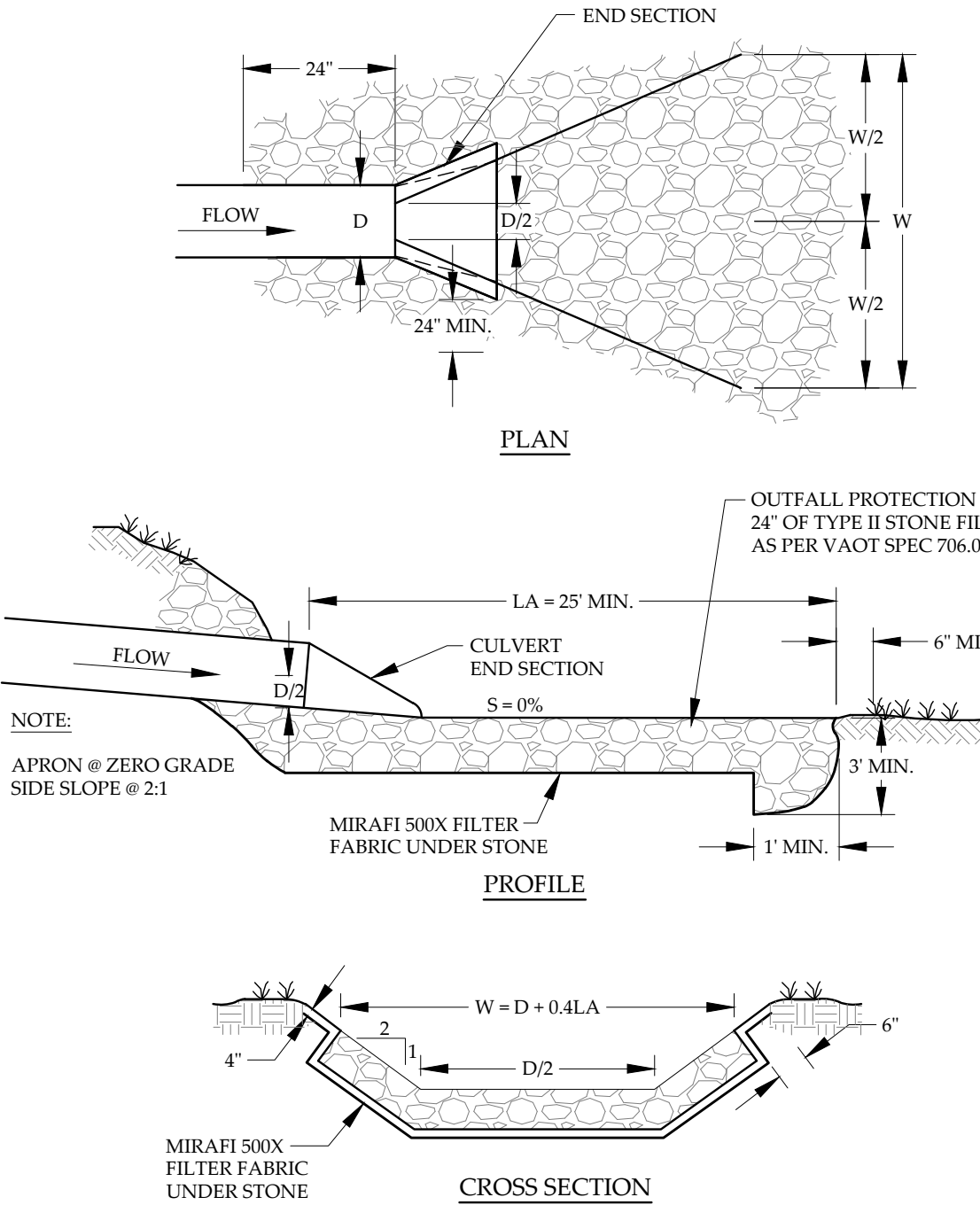
- 10) ALL DISTURBED AREAS TO BE VEGETATED AND STABILIZED WITH ROLLED EROSION CONTROL MATTING UNLESS OTHERWISE NOTED ON THE PLANS. SEE DETAIL 10/C-4.

- 11) TOPSOIL AMENDMENTS SHALL BE MADE AS NECESSARY TO PROVIDE NUTRIENT AND pH LEVELS REQUIRED FOR SEED MIX. FOR VEGETATION ESTABLISHMENT PRIOR TO SEPT 15, USE THE FOLLOWING SEED MIX:

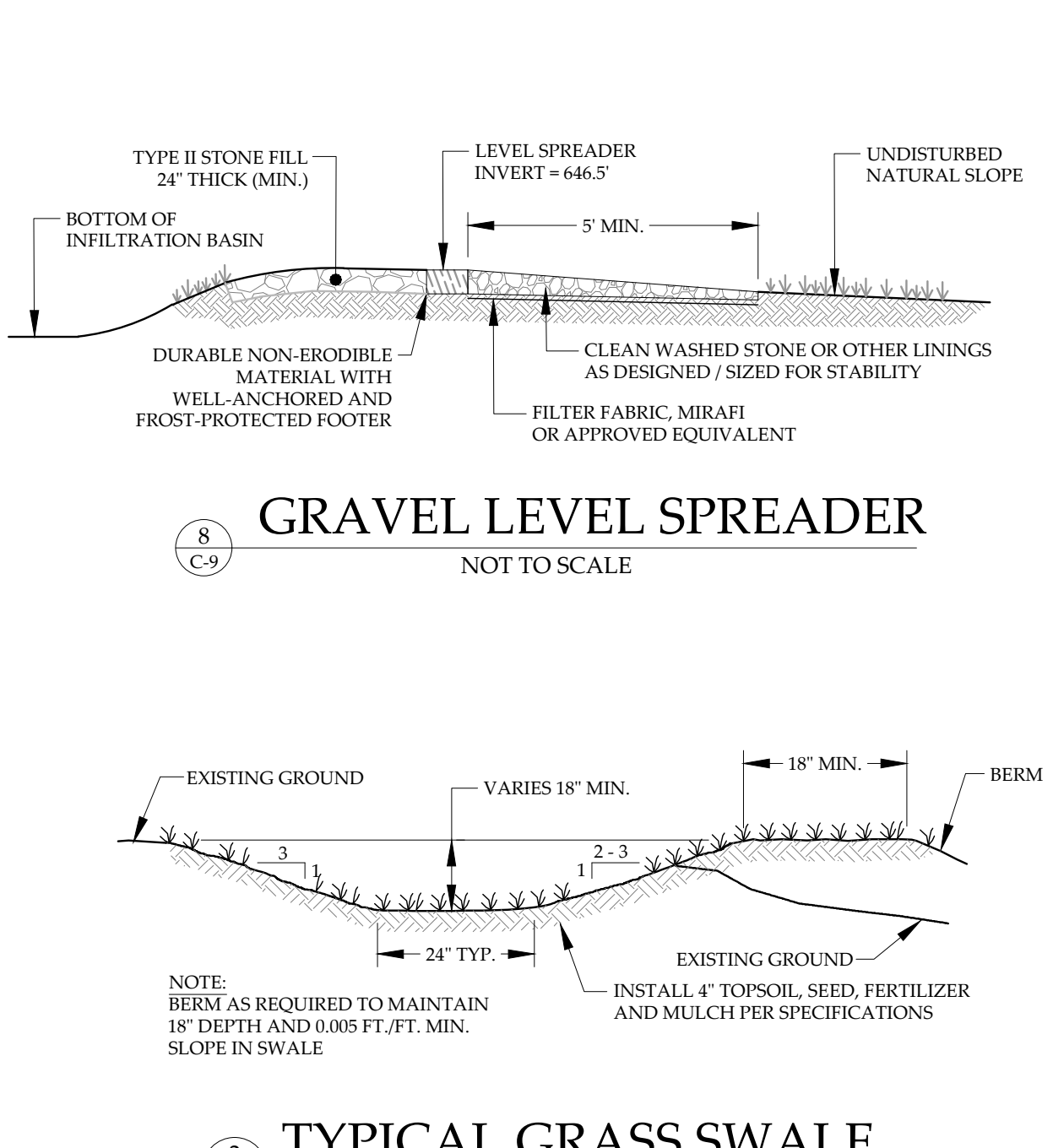
	PROPORTION	PURITY	GERMINATION
CREeping RED FESCUE	60%	85%	97%
MERION, KY. BLUEGRASS	25%	85%	95%
RED TOP	15%	85%	90%



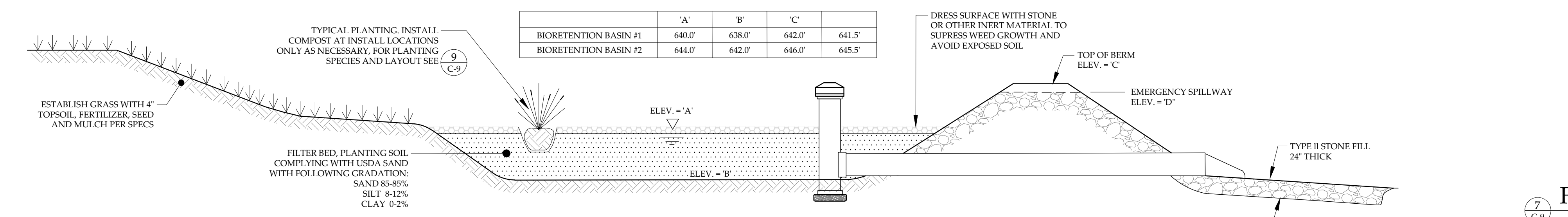
**1 C-9** TYPICAL STORM DRAIN TRENCH NOT TO SCALE



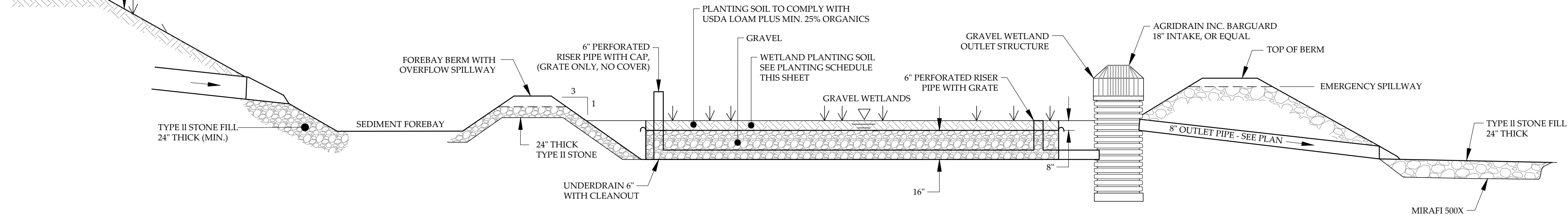
**2 C-9** CULVERT OUTLET DETAIL NOT TO SCALE



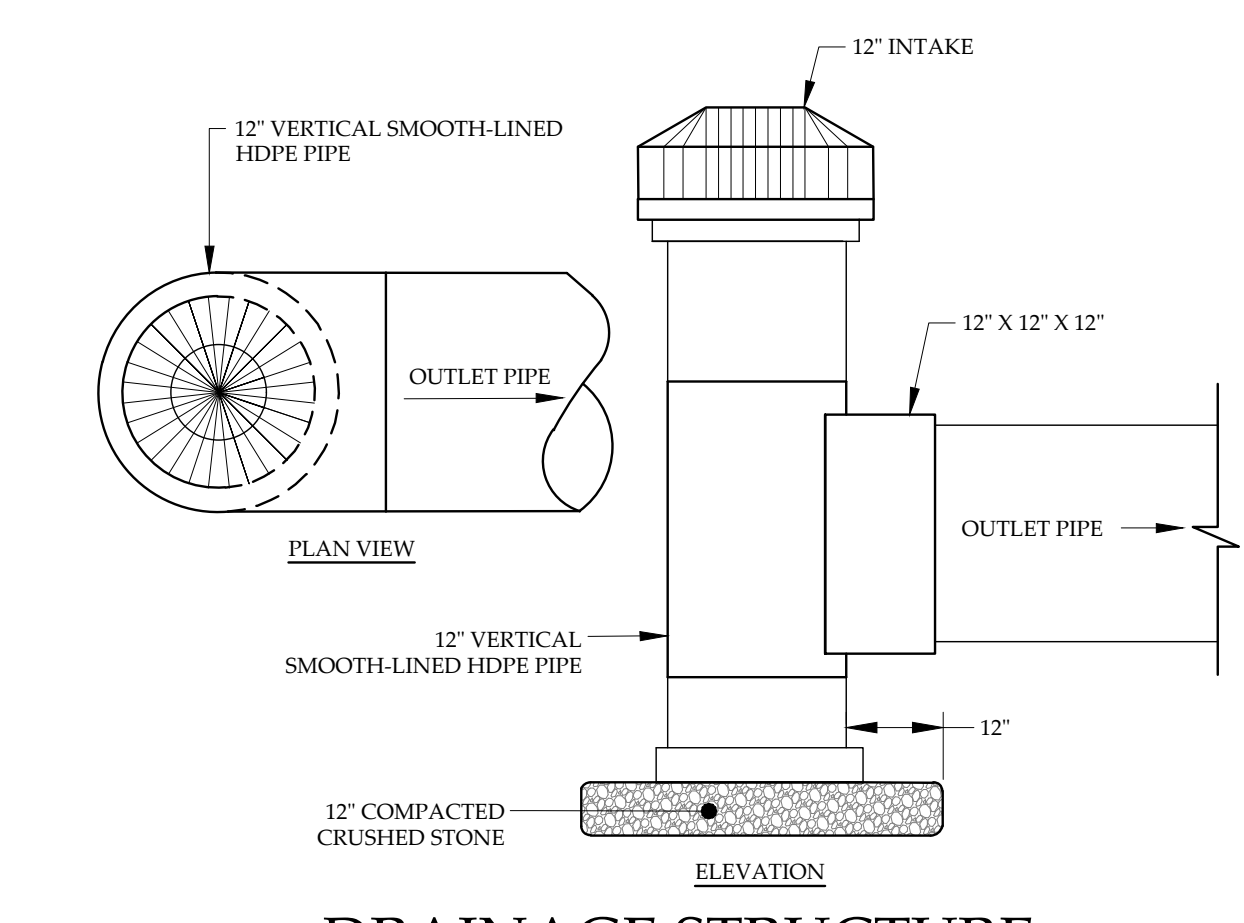
**8 C-9** GRAVEL LEVEL SPREADER NOT TO SCALE  
**2 C-4** TYPICAL GRASS SWALE NOT TO SCALE



**4 C-9** STORMWATER BIORETENTION BASIN SECTION NOT TO SCALE



**5 C-9** PROPOSED GRAVEL WETLAND SECTION NOT TO SCALE



**6 C-9** DRAINAGE STRUCTURE NOT TO SCALE

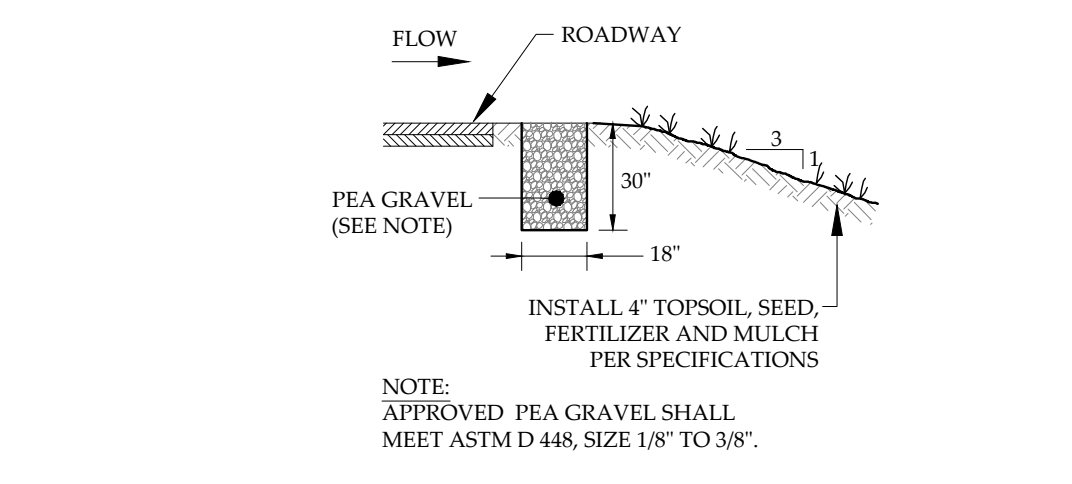
**Proposed Plant List**

Trees Key	Quantity	Symbol	Scientific Name	Common Name	Size
As	23	As	Acer Saccharum	Sugar Maple	2.5' - 3' cal.
Bp	7	Bp	Betula Papyrifera	Paper Birch	2' - 2.5' cal.
Qa	4	Qa	Quercus Alba	White Oak	2.5' cal.
Pg	13	Pg	Picea glauca	White Spruce	5' - 6' tall
To	7	To	Thuja occidentalis	Emerald Arborvitae	5' - 6' @ 2' - 3' O/C

**Bioretention Planting Schedule (Typical Each Location)**

Abr	Quantity	Botanical Name	Common Name	Spacing	Initial Size
AA	26	Acorus americanus	Sweet Flag	22"	1 Gallon
AC	24	Anemone canadensis	Windflower	22-30"	1 Gallon
ACA	26	Aquilegia canadensis	Columbine	15-22"	1 Gallon
AF	32	Athyrium filix-femina	Lady Fern	22"	1 Gallon
CT	22	Cautophyllum thalictroides	Blue Cohosh	22"	1 Gallon
CA	24	Cornus sericea 'Artic Fire'	Red Osier Dogwood	4-5'	2-3 Gallon
LC	20	Lobelia cardinalis	Cardinal Flower	22"	1 Gallon

**9 C-9** PLANTING SCHEDULES NOT TO SCALE



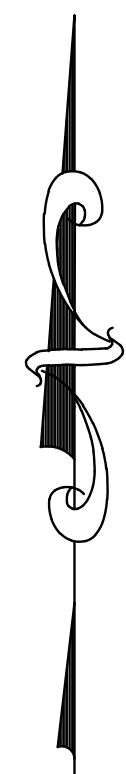
**7 C-9** PEA GRAVEL FILTER DIAPHRAGM NOT TO SCALE

**STORMWATER DETAILS**  
 CLINE ROAD LLC  
 CLINE ROAD  
 GEORGIA, VERMONT

**RUGGIANO**  
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 5 LAKE STREET  
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 PHONE - (802) 524-9300 FAX - (802) 524-9700  
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PROJECT NO.....23022  
 DRAWN BY.....TCE/WEH  
 CHECKED BY.....TRM  
 SCALE.....AS NOTED  
 DATE.....07/14/23

SHEET NO.  
**C-9**  
 9 OF 11 SHEETS



<b>MAINTENANCE PLAN</b> CLINE ROAD LLC CLINE ROAD GEORGIA, VERMONT		
 5 LAKE STREET ST. ALBANS, VERMONT 05478 PHONE - (802) 524-9300 FAX - (802) 524-9700 COPYRIGHT © 2023 - RUGGIANO ENGINEERING	PROJECT NO.....23022 DRAWN BY.....WEH CHECKED BY.....TRM SCALE.....1" = 100' DATE.....07/14/23	SHEET NO. <b>C-10</b> 10 OF 11 SHEETS

**SPECIFICATIONS FOR AGGREGATE BASE COURSE FOR USE BENEATH PAVED DRIVEWAYS, ROADWAYS, PARKING AREAS, CURBS AND SIDEWALKS.**

**FILL MATERIALS:**  
 DENSE GRADED CRUSHED STONE: AGENCY OF TRANSPORTATION SPECIFICATION 704.06A - DENSE GRADED CRUSHED STONE FOR SUBBASE, SUBBASE OF GRAVEL, CRUSHED GRAVEL MEETING AGENCY OF TRANSPORTATION SPECIFICATION 704.05A - CRUSHED GRAVEL FOR SUBBASE.  
 FINE AGGREGATE (SAND) FILL: SAND MEETING LATEST STATE OF VERMONT, AGENCY OF TRANSPORTATION SPECIFICATION 703.03A - SAND BORROW AND CUSHION.  
 AGGREGATE FOR SURFACE COURSE AND SHOULDERS: CRUSHED STONE OR CRUSHED GRAVEL MEETING LATEST STATE OF VERMONT AGENCY OF TRANSPORTATION SPECIFICATION 704.12A.

**GEOTEXTILE:**  
 MIRAFI 500X OR APPROVED EQUIVALENT.

**AGGREGATE PLACEMENT:**  
 SPREAD AGGREGATE OVER PREPARED SUBSTRATE. SUBBASE MATERIALS OR THICKNESSES ARE IDENTIFIED ON THE DRAWINGS. CONTRACTOR MAY CHOOSE DENSE GRADED CRUSHED STONE OR SUBBASE OF GRAVEL FOR COARSE AGGREGATE. WHERE TRENCHING IS PERFORMED ACROSS EXISTING PAVEMENT OR CONCRETE, REPLACE SUBBASE WITH EQUIVALENT MATERIALS AND THICKNESSES UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS.

**PLACEMENT:**  
 PLACE AGGREGATE IN MAXIMUM 6-INCH LAYERS AND ROLLER COMPACT. USE A VIBRATORY ROLLER. LEVEL AND CONTOUR SURFACES TO ELEVATIONS AND GRADIENTS INDICATED. ADD SMALL QUANTITIES OF FINE AGGREGATE TO COARSE AGGREGATE AS APPROPRIATE TO ASSIST COMPACTION.  
 ADD WATER TO ASSIST COMPACTION. IF EXCESS WATER IS APPARENT, REMOVE AGGREGATE AND AERATE TO REDUCE MOISTURE CONTENT.  
 USE MECHANICAL TAMPING EQUIPMENT IN AREAS INACCESSIBLE TO COMPACTION EQUIPMENT.

**TOLERANCES:**  
 FLATNESS: MAXIMUM VARIATION OF 1/8 INCH MEASURED WITH A 10-FOOT (3 M) STRAIGHT EDGE.  
 SCHEDULED COMPACTED THICKNESS: THICKNESSES INDICATED ON THE DRAWINGS ARE MINIMUM THICKNESS. DO NOT EXCEED MINIMUM THICKNESS BY MORE THAN 1 INCH WITHOUT APPROVAL OF THE ENGINEER.  
 VARIATION FROM TRUE ELEVATION: WITHIN 1/4 INCH.  
 FIELD QUALITY CONTROL:  
 COMPACT PLACED AGGREGATE MATERIALS TO ACHIEVE COMPACTION TO 95 PERCENT OF MODIFIED PROCTOR DENSITY.

**SPECIFICATIONS FOR BITUMINOUS CONCRETE PAVEMENT, STANDARD BASE AND FINISH COURSES**

**QUALITY ASSURANCE:**  
 DO NOT PLACE ASPHALTIC CONCRETE PAVING WHEN THE AIR TEMPERATURE IN THE SHADE AND/OR THE ROADBED TEMPERATURE ARE BELOW 50 DEGREE F, OR DURING RAIN, WHEN THE BASE COURSE SURFACE IS WET OR DURING OTHER ADVERSE WEATHER CONDITIONS.  
 DO NOT PLACE TACK COAT WHEN AIR TEMPERATURE IN THE SHADE AND THE ROADBED TEMPERATURE ARE BELOW 40 DEGREE F OR DURING RAIN, FOG OR OTHER ADVERSE WEATHER CONDITIONS.  
 ALL WORK SHALL BE PERFORMED BY EXPERIENCED AND QUALIFIED WORKMEN WITH EQUIPMENT STANDARD WITH THE INDUSTRY.

**APPROVAL BY ENGINEER OF SOURCES OF SUPPLY FOR MATERIALS SHALL BE OBTAINED PRIOR TO DELIVERY OF MATERIALS.**  
 COMPLY WITH FEDERAL, STATE AND/OR LOCAL CODES AND REGULATIONS.

**MATERIALS:**  
 PROVIDE MATERIALS COMPLYING WITH VERMONT AGENCY OF TRANSPORTATION SPECIFICATION 406.02. BASE COURSE OF PAVEMENT SHALL BE TYPE II AND WEARING COURSE SHALL BE TYPE IV, IN ACCORDANCE WITH VERMONT AGENCY OF TRANSPORTATION SPECIFICATION 406.03A.

**WHERE TRENCHING AND PATCHING THROUGH EXISTING PAVED AREAS, MATCH EXISTING PAVEMENT TYPE. PLACING ASPHALT PAVEMENT - DOUBLE COURSE:**  
 INSTALL MANHOLE FRAMES AND COVERS IN CORRECT POSITION AND ELEVATION.  
 INSTALL DRAINAGE FRAMES AND GRATES IN CORRECT POSITION AND ELEVATION.  
 PLACE ASPHALT IN ACCORDANCE WITH VERMONT AGENCY OF TRANSPORTATION SPECIFICATION 406.13. PLACE BASE COURSE TO 1 1/2 INCHES COMPACTED THICKNESS, UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS.

**PLACE WEARING COURSE WITHIN TWO HOURS OF PLACING AND COMPACTING BASE COURSE.**  
 PLACE WEARING COURSE TO 1 1/2 INCHES COMPACTED THICKNESS, UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS.

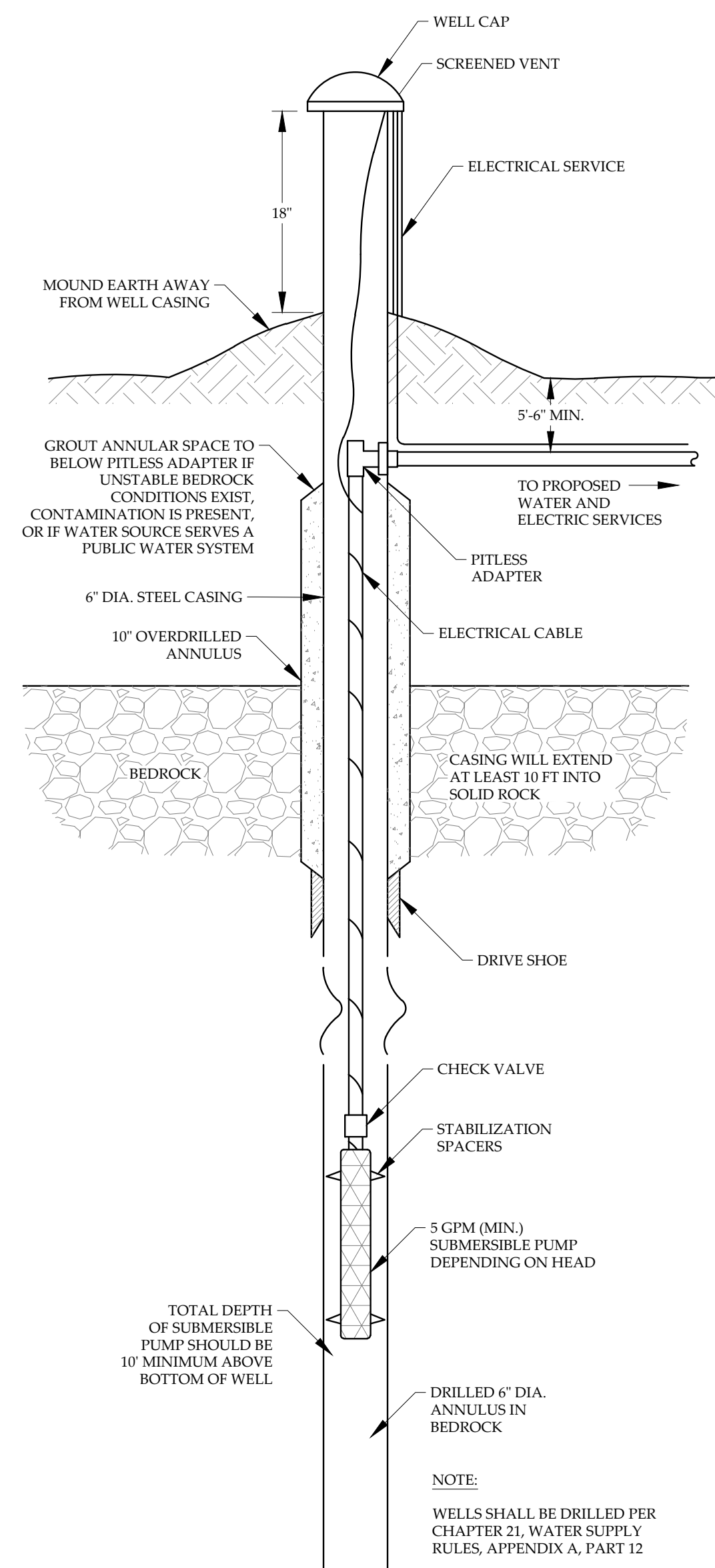
**WHEN TRENCHING AND PATCHING IN EXISTING PAVED AREAS, MATCH EXISTING PAVEMENT MATERIALS AND THICKNESSES.**  
 COMPACT PAVEMENT BY ROLLING. DO NOT DISPLACE OR EXTRUDE PAVEMENT FROM POSITION. HAND COMPACT IN AREAS INACCESSIBLE TO ROLLING EQUIPMENT.  
 DEVELOP ROLLING WITH CONSECUTIVE PASSES TO ACHIEVE EVEN AND SMOOTH FINISH, WITHOUT ROLLER MARKS.

**PAVEMENT TOLERANCES:**  
 MAXIMUM FLATNESS VARIATION OF 1/8 INCH MEASURED WITH A 10 FOOT (3 M) STRAIGHT EDGE.  
 SCHEDULED COMPACTED THICKNESS: WITHIN 1/4 INCH.  
 VARIATION FROM TRUE ELEVATION: WITHIN 1/4 INCH.  
 THICKNESS: IN-PLACE COMPACTED THICKNESS TESTED IN ACCORDANCE WITH ASTM D3549 WILL NOT BE ACCEPTABLE IF EXCEEDING THE FOLLOWING ALLOWABLE VARIATIONS: BASE COURSE: +/- 1/2", SURFACE COURSE: +/- 1/4".

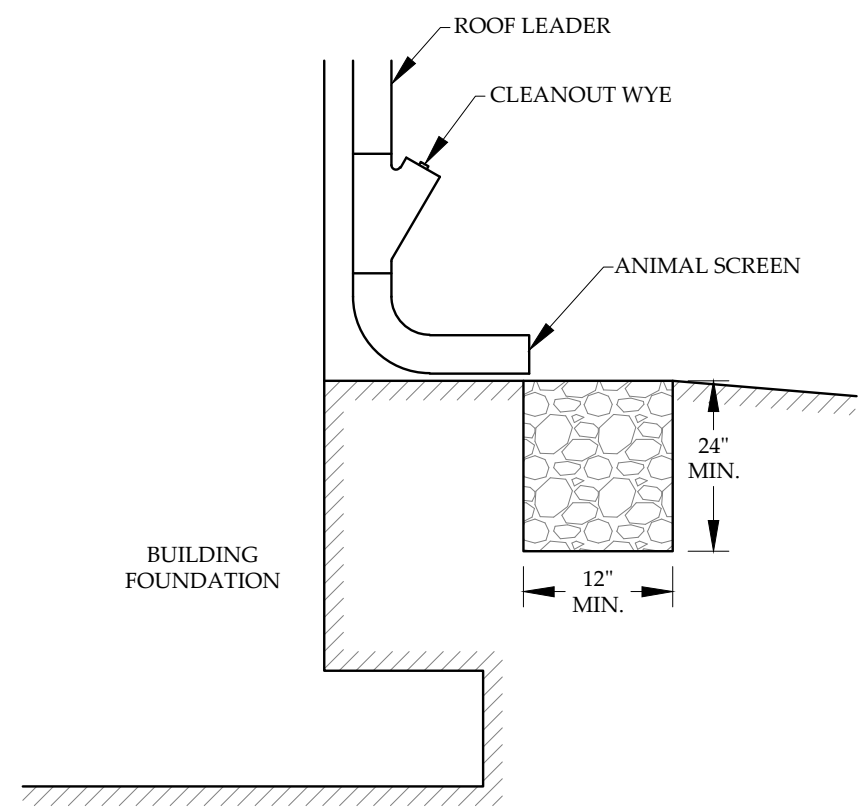
**SURFACE SMOOTHNESS:** TEST FINISHED SURFACE OF EACH HOT-MIXED ASPHALT COURSE FOR SMOOTHNESS, USING 10 STRAIGHTEDGE APPLIED PARALLEL WITH AND AT RIGHT ANGLES TO CENTERLINE OF THE PAVED AREA. SURFACES WILL NOT BE ACCEPTABLE IF EXCEEDING THE FOLLOWING TOLERANCES FOR SMOOTHNESS: BASE COURSE: +/- 1/4", WEARING COURSE SURFACE: +/- 3/16".

**CROWNED SURFACES:** TEST WITH CROWNED TEMPLATE CENTERED AND AT RIGHT ANGLE TO CROWN. MAXIMUM ALLOWABLE VARIANCE FROM TEMPLATE IS +/- 1/4".

**CHECK SURFACE AREAS AT INTERVALS AS DIRECTED BY THE ENGINEER.**  
**PROTECTION:**  
 IMMEDIATELY AFTER PLACEMENT, PROTECT PAVEMENT FROM MECHANICAL INJURY FOR 48 HOURS.

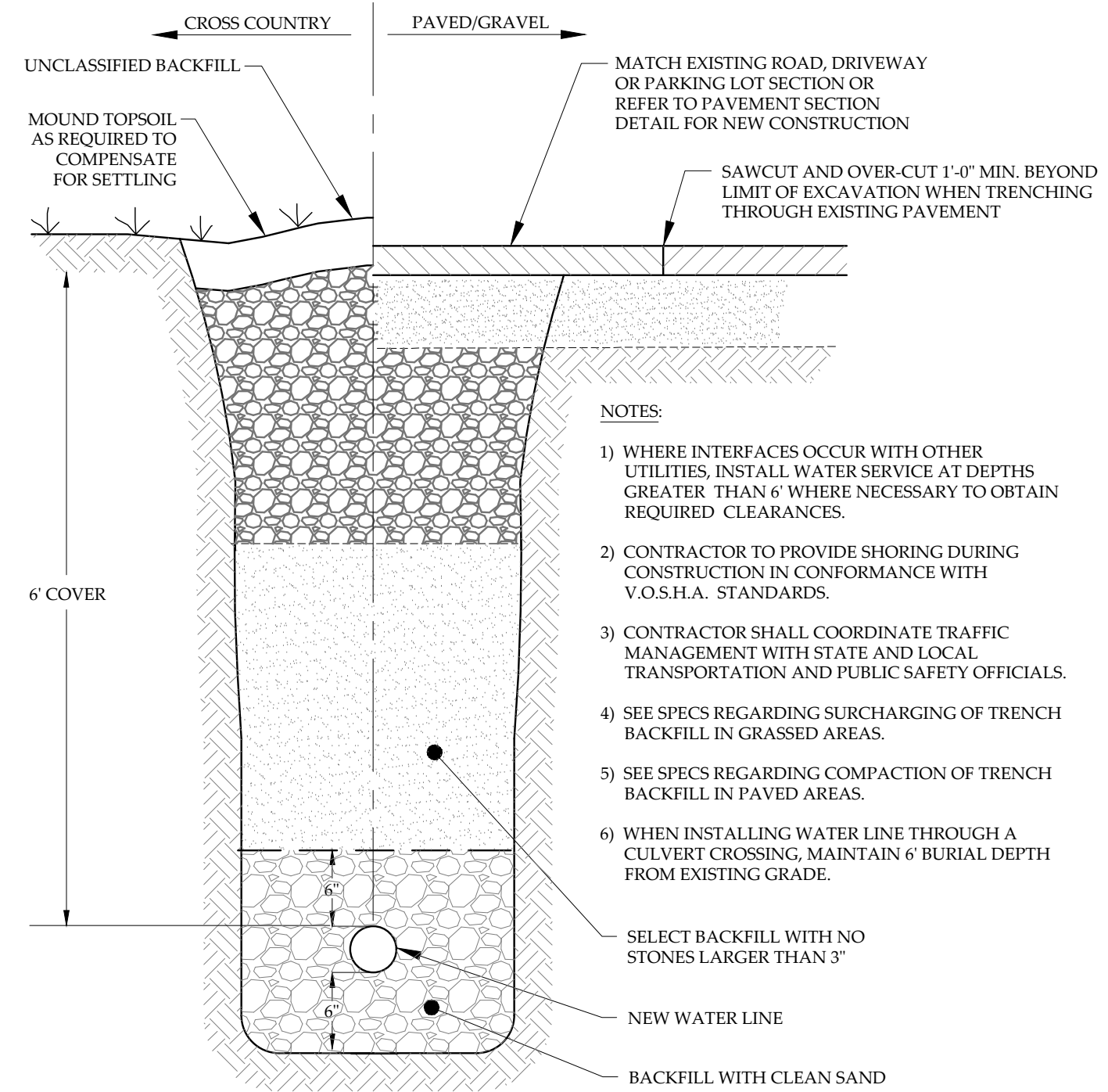


**2 BEDROCK WELL DETAIL**  
NOT TO SCALE

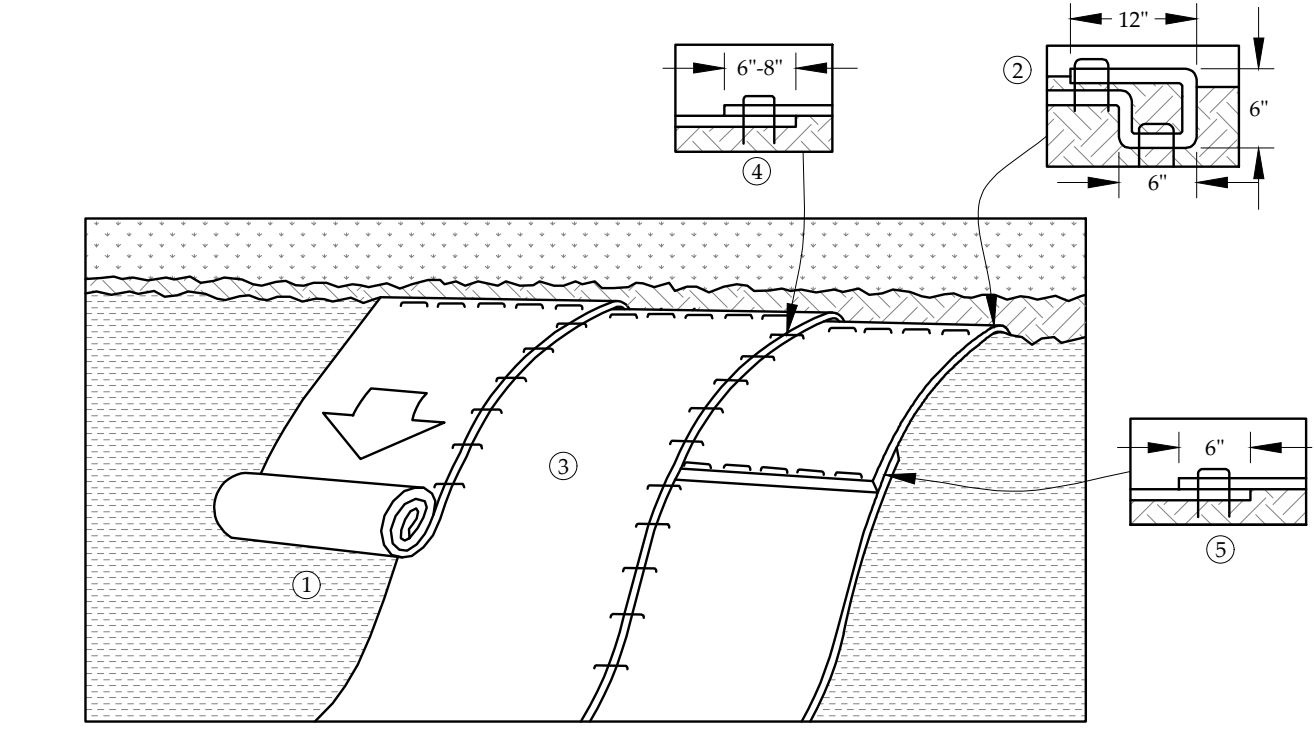


- NOTES:**
- DO NOT DISCHARGE ROOF OR GUTTER RUNOFF TO PERFORATED BUILDING FOOTING DRAINS.
  - THE CONTRIBUTING LENGTH OF ROOFTOP TO EACH DOWNSPOUT DISCHARGE LOCATION SHALL NOT EXCEED 75 FEET.
  - THE ROOFTOP AREA CONTRIBUTING TO ANY ONE DISCHARGE LOCATION SHALL NOT EXCEED 1,000 FT<sup>2</sup>.
  - DISCHARGES SHALL FLOW OVER A VEGETATED SURFACE WITH A MAXIMUM SLOPE OF 15% FOR A MINIMUM DISTANCE PER PLAN.
  - DOWNSPOUTS SHALL BE DIRECTED AT LEAST 10 FEET FROM ANY IMPERVIOUS SURFACE.

**6 TYPICAL ROOFTOP DISCONNECTION**  
NOT TO SCALE

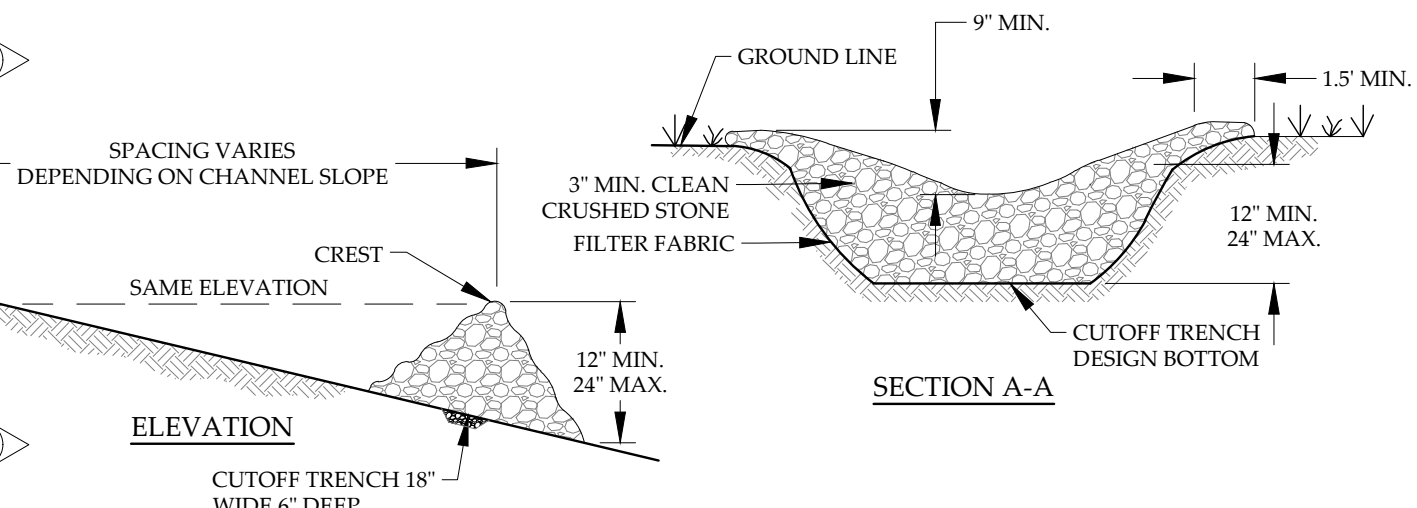


**3 TYPICAL WATER LINE TRENCH**  
NOT TO SCALE

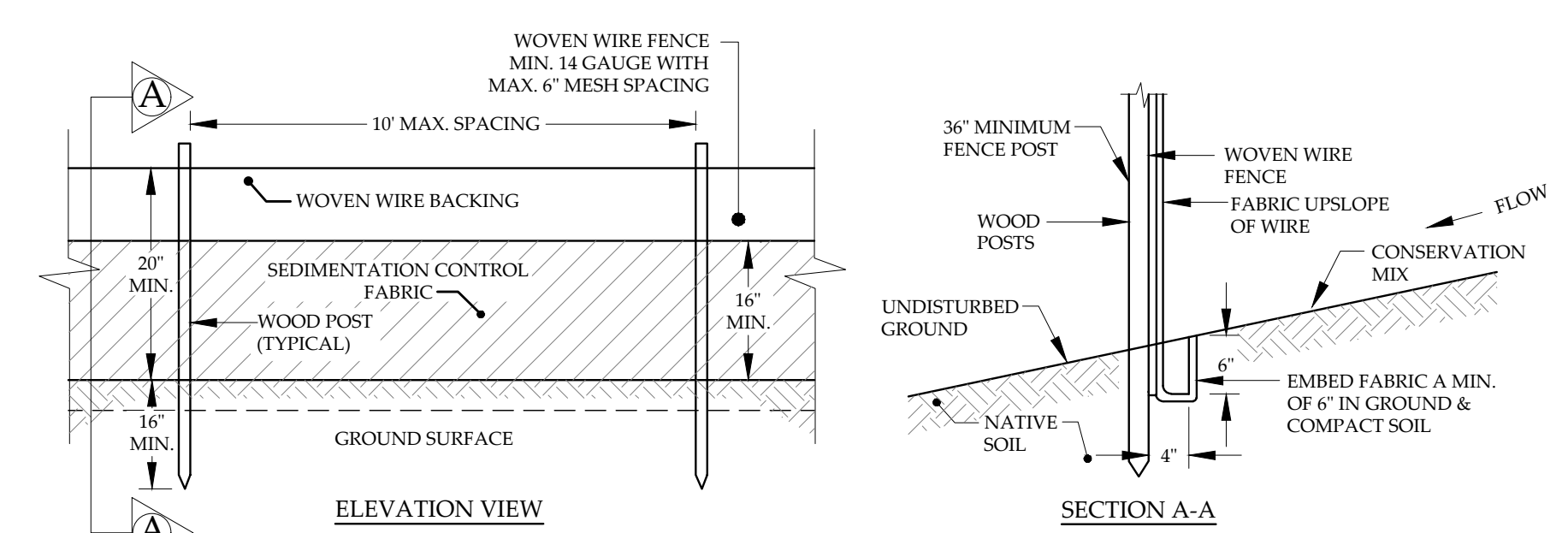


- NOTES:**
- PREPARE SOIL BEFORE INSTALLING EROSION CONTROL BLANKET (ECB) INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER AND SEED.
  - BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE ECB IN A 6" DEEP, 6" WIDE TRENCH WITH APPROXIMATELY 12" OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE BLANKET.
  - ROLL THE BLANKET DOWN THE SLOPE. BLANKET WILL UNROLL WITH THE APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
  - THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 6" - 8" OVERLAP DEPENDING ON BLANKET TYPE.
  - CONSECUTIVE BLANKETS SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 6" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART ACROSS ENTIRE BLANKET WIDTH.
  - IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE BLANKET.
  - THE USE OF WELDED PLASTIC MATTING IS NOT PERMITTED. ALL EROSION CONTROL MATTING MUST BE BIODEGRADABLE AND DEGRADE IN 6-24 MONTHS, DEPENDING ON THEIR MAKEUP.

**7 EROSION CONTROL BLANKET SLOPE INSTALLATION**  
NOT TO SCALE

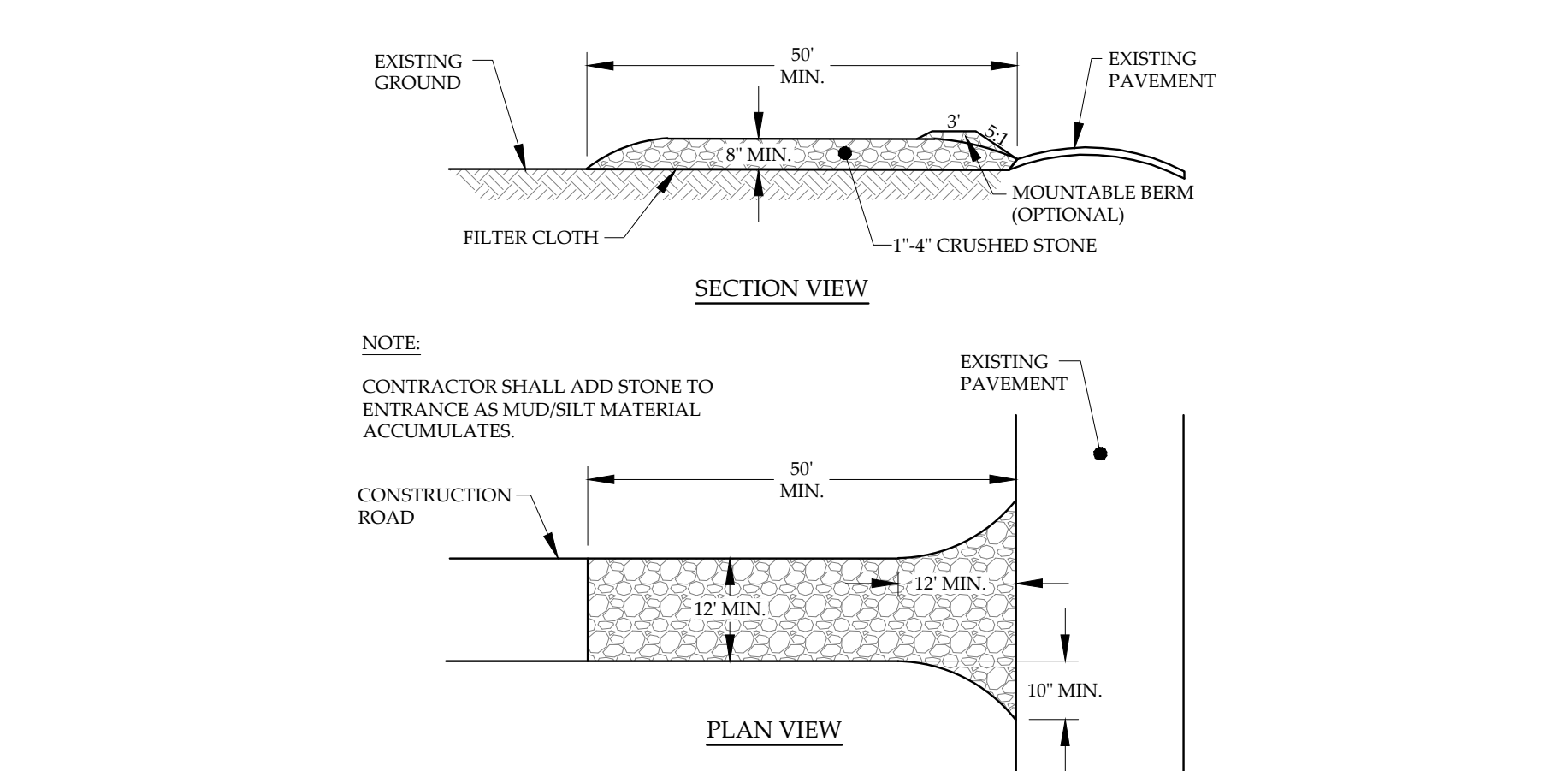


**8 STONE CHECK DAM**  
NOT TO SCALE



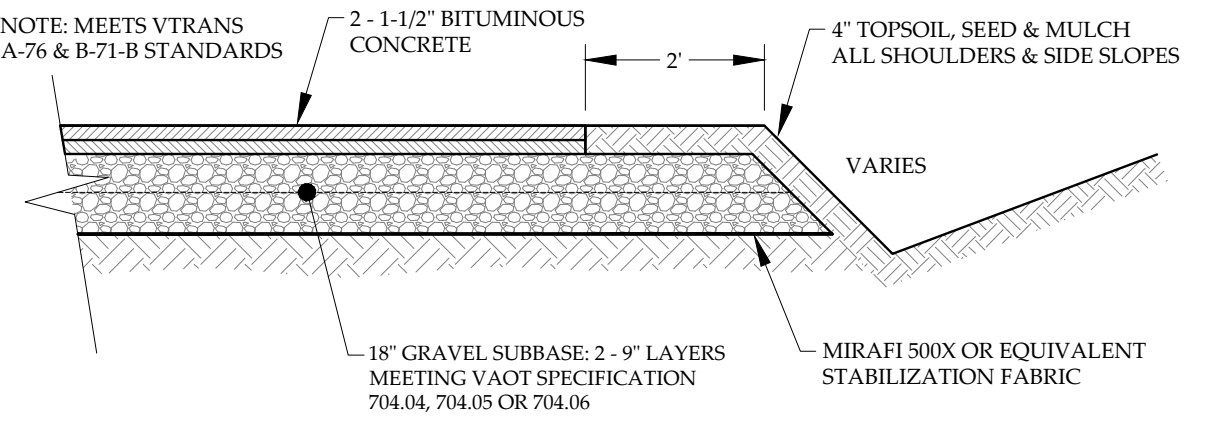
- CONSTRUCTION SPECIFICATIONS:**
- SILT FENCING WILL BE APPLIED TO THE SITE SO THAT THERE WILL BE 100 FEET OF FENCING FOR EVERY 1/4 ACRE OF DISTURBED UPGRADATION AREA.
- THE GEOTEXTILE FABRIC SHALL MEET THE DESIGN CRITERIA FOR SILT FENCES, OF THE VERMONT STANDARDS AND SPECIFICATIONS FOR EROSION PREVENTION AND SEDIMENT CONTROL, PREPARED BY THE STATE OF VERMONT DEPT. OF ENVIRONMENTAL CONSERVATION, DATED 2006.
- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES. WIRE FENCE REINFORCEMENT REQUIRED WITHIN 100 FT UPSLOPE OF RECEIVING WATERS.
- FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION. FENCE SHALL BE WOVEN WIRE, 6" MAXIMUM MESH OPENING.
- WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED. FILTER CLOTH SHALL BE EITHER FILTR X, MIRAFI 100X, STABILINKA T140N, OR APPROVED EQUIVALENT.
- PREFABRICATED UNITS SHALL BE GEOFAB, ENVIROFENCE, OR APPROVED EQUIVALENT.
- THE FABRIC SHALL NOT EXTEND MORE THAN 30" ABOVE THE ORIGINAL GROUND SURFACE AND WILL EXTEND TO A MINIMUM OF 12" INTO THE TRENCH. FILTER FABRIC SHALL NOT BE STAPLED INTO EXISTING TREES.
- THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
- FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL, AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
- SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
- SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN THEY REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

**4 SILT FENCE DETAIL**  
NOT TO SCALE

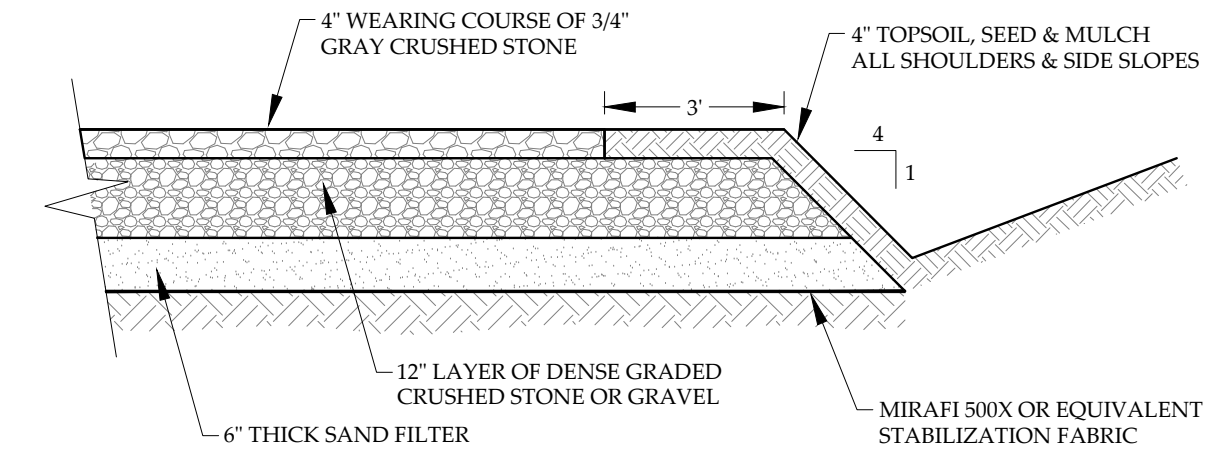


- NOTE:**  
 CONTRACTOR SHALL ADD STONE TO ENTRANCE AS MUD/SILT MATERIAL ACCUMULATES.
- CONSTRUCTION ROAD:**
- NOTES:**
- SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED BENEATH THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
  - MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
  - WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
  - PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED ACCORDING TO PERMIT REQUIREMENTS.
  - THE GEOTEXTILE FABRIC SHALL MEET THE DESIGN CRITERIA FOR CONSTRUCTION ENTRANCES, OF THE VERMONT STANDARDS AND SPECIFICATIONS FOR EROSION PREVENTION AND SEDIMENT CONTROL, PREPARED BY THE STATE OF VERMONT DEPT. OF ENVIRONMENTAL CONSERVATION, DATED 2006.

**9 STABILIZED CONSTRUCTION ENTRANCE**  
NOT TO SCALE



**1 TYPICAL ROAD SECTION**  
NOT TO SCALE



**5 TYPICAL GRAVEL DRIVEWAY SECTION**  
NOT TO SCALE

**DETAILS**  
 CLINE ROAD LLC  
 CLINE ROAD  
 GEORGIA, VERMONT

**RUGGIANO engineering**  
 5 LAKE STREET  
 ST. ALBANS, VERMONT 05478  
 PHONE - (802) 524-9300 FAX - (802) 524-9700  
 COPYRIGHT © 2023 - RUGGIANO ENGINEERING

PROJECT NO.....23022  
 DRAWN BY.....TCE/WEH  
 CHECKED BY.....TRM  
 SCALE.....AS NOTED  
 DATE.....07/14/23

SHEET NO.  
**C-11**  
 11 OF 11 SHEETS

**PRELIMINARY PLAT REVIEW  
 PR-002-23**

<b>Owner:</b> Cline Road LLC 7 Oak Street St. Albans, VT 05478	<b>Applicant:</b> Same
<b>Surveyor/Engineer:</b> Luke Willey, Ruggiano Engineering 5 Lake Street St. Albans, VT 05478 #802-524-9300	<b>Property Tax Parcel &amp; Location:</b> Parcel ID#102130000 Cline Road, Georgia, VT Zoning District: AR-1

**Background**

Cline Road, LLC, hereafter referred to as Applicant, is requesting Preliminary Plat review for a 15-lot 14 unit Planned Unit Development (PUD) subdivision. The parcel is located at Cline Road and Horseshoe Barn Road and consists of ±94.49 acres. The parcel is located within the AR-1 zoning district.

Applicant is proposing the creation of fifteen (15) lots:

- Proposed Lot 1 will consist of ±.85 acres.
- Proposed Lot 2 will consist of ±.85 acres.
- Proposed Lot 3 will consist of ±1.01 acres.
- Proposed Lot 4 will consist of ±1.0 acres.
- Proposed Lot 5 will consist of ±1.15 acres.
- Proposed Lot 6 will consist of ±1.09 acres.
- Proposed Lot 7 will consist of ±1.00 acres.
- Proposed Lot 8 will consist of ±1.23 acres.
- Proposed Lot 9 will consist of ±.84 acres.
- Proposed Lot 10 will consist of ±1.42 acres.
- Proposed Lot 11 will consist of ±.83 acres.
- Proposed Lot 12 will consist of ±.81 acres.
- Proposed Lot 13 will consist of ±.82 acres.
- Proposed Lot 14 will consist of ±.85 acres.
- Proposed Lot 15 will consist of three (3) separate areas with a total of ± 81 acres. 1.24 Acres located next to Lot 5 listed as *open space easement*. 18.89 acres located to the East of Lots 3,4,6,8, and 10 listed as *open space easement*. **Open Space for PUD (20% total acreage = 18.90 acres)**

**COMMENTS**

**General Subdivision Review Requirements**

1. **Dimensional Requirements.** The dimensional requirements of the AR-1 zoning districts and the proposed dimensional measurements are as follows:

	<b>Minimum Lot Size</b>	<b>Lot Frontage</b>	<b>Front Yard Setbacks</b>	<b>Side Setbacks</b>	<b>Rear Setbacks</b>
<b>AR-1/ PUD Requirements</b>	Min .75 acres per use	250 ft	75 ft	40 ft	40 ft
<b>LOT 1</b>	±.85 acres	116.1’			
<b>LOT 2</b>	±.85 acres	162.33’			
<b>LOT 3</b>	±1.01 acres	189.02’			
<b>LOT 4</b>	±1.0 acres	Not Listed			
<b>LOT 5</b>	±1.15 acres	Not Listed			
<b>LOT 6</b>	±1.09 acres	Not Listed			
<b>LOT 7</b>	±1.00 acres	Not Listed			
<b>LOT 8</b>	±1.23 acres	Not Listed			
<b>LOT 9</b>	±.86 acres	Not Listed			
<b>LOT 10</b>	±1.42 acres	49.16’			
<b>LOT 11</b>	±.83 acres	180.3’			
<b>LOT 12</b>	±.81 acres	145.2’			
<b>LOT 13</b>	±.82 acres	Not Listed			
<b>LOT 14</b>	±.85 acres	Not Listed			
<b>LOT 15</b>	Open space 20%- totaling ± 19.42 acres				

2. **Waiver Requested.** Waiver of the 1500’ max road length for private dead-end roads. The proposed road is the minimum distance to access the developable portion of the site where all lots can be clustered to the greatest extent possible. Total proposed road length is +/- 2,460’.

3. **Site plans.** Applicant has submitted 11 site plans prepared by Ruggiano Engineering, dated 7/14/2023. Applicant submitted 2 plats from Day Land Surveying, PLLC dated 8/2/23.

- i. The proposed property lines.
- ii. The proposed boundaries for Lots 1-15
- iii. The location of Open Spaces
- iv. Proposed Private Road, 24’ minimum with 24’ steel culvert.
- v. Proposed roundabout.
- vi. Existing wastewater system with proposed access for maintenance
- vii. Proposed mounds and proposed wells
- viii. Gravel wetland
- ix. Proposed

4. **Lot layout.** As proposed, the boundary lines are linear and proposed lots are generally regular in shape.

5. **The land is suitable for subdivision or development.** The land meets the requirements for the PUD subdivision with acreage and use; with waiver request for private road length.



6. **The proposed development will not result in undue water or air pollution.** Applicant should submit to the Zoning Administrator a state Act 250 permit navigator.
7. **Legal language.** Applicant will need to submit draft deed language to include all easements, Private Road maintenance, HOA information, common property uses, et. cetera.
8. **Access permit.** The proposed development will be accessed via an existing curb cut utilized by historic farm activities, directly across from 891 Cline Road.
9. **State permits.** State of Vermont Wastewater System and Potable Supply Permit (for water and wastewater systems); State of Vermont Construction Central Permit #3-9020 (for discharge of storm water runoff from construction activity); and State of Vermont Wetlands General Permit #3-9025 (for private road crossing wetland and/or buffer.) The applicant is responsible for identifying any further state permits for this proposal. Applicants will need to submit Permit Navigator Results with their Final Plat application for Act 250 compliance. Copies of all required state permits shall be submitted to the Zoning Administrator upon receipt.
10. **Easements.** 60’ easement through lot 15 near lot 1 for access to the Wilcox property. 20’ pedestrian easement to the South of lot 5 to benefit the Town of Georgia. Open space easements on Lot 15 (marked in green). 25’ Access easement to be conveyed to Vermont Transco, llc. 60’ Power easement. (Power poles have been removed and easement is being verified)
11. **Fire protection** – The Applicant has not obtained an ability to serve letter from the Fire Chief.
12. **Financial surety** – Not applicable.
13. **Performance Standards** - The use must conform to the Performance Standards in Section 3.6 of the Georgia Development Regulations.
14. **Road Name**- Road name has not been submitted. Private road must conform with Town of Georgia Private Road and Driveway Standards. An road name application will need to be submitted to the Zoning Administrator for E911 review and approval.
15. **Driveway Standards** – Driveway must conform with Town of Georgia Private Road and Driveway Standards.

#### ARTICLE 7 PLANNING and DESIGN STANDARDS:

**Section 7.1 Energy Efficient Design** – Developments are encouraged to incorporate energy-efficient siding of buildings.

**Section 7.2 Farm and Forestland Preservation** –

**Section 7.3 Site Design** –

**Section 7.4 Exterior Storage of Materials or Equipment** – Not applicable.

**Section 7.5 Landscaping and Screening** – Will be addressed at Final Plat

**Section 7.6 Outdoor Lighting** – Will be addressed at Final Plat

**Section 7.7 Vehicular Circulation** – Lots will be accessed by use of proposed private road with cul-de-sac.

**Section 7.8 Pedestrian Accessibility** – Sidewalks???

**Section 7.9 Parking, Traffic Access, and Circulation** – Each lot will have its own driveway for parking.

**Section 7.10 Street Signs** – In accordance with Town of Georgia regulations

**Section 7.11 Public and Private Road Standards** – Applicant will utilize plans C-3, C-4 and C-5 Road Plans and Profiles and shall follow the Town of Georgia’s Private Road and Driveway Standards.

**Section 7.12 Site Preservation and Erosion Control** – Applicant has not indicated any additional site preservation and or erosion control.

**Section 7.13 Stormwater** – Referenced in the plans C-8 and C-9, Stormwater Plans and Details.

Applicant submitted plans entitled, “Cline Road LLC, Plan 23022” dated 07/14/2023, prepared by O’Leary- Burke Civil Associates, PLC.

- C-1 of 11 – Site Plan
  - C-2 of 11 – Overall Development Plan
  - C-3 of 11 – Road Plan and Profile, STA. 00+00, 09+00
  - C-4 of 11 – Road Plan and Profile, STA. 09+00, 21+50
  - C-5 of 11 – Road Plan and Profile, STA. 21+50, 24+60
  - C-6 of 11 – Wastewater Plans and Details
  - C-7 of 11– Wastewater Details
  - C-8 of 11– Stormwater Plans & Details
  - C-9 of 11– Stormwater Details
  - C-10 of 11– Maintenance Plan
  - C-11 of 11– Details
- Preliminary Subdivision Plat Cline Road, LLC, versions 1 & 2

Respectfully submitted,

Douglas Bergstrom  
Zoning Administrator  
Planning, DRB & 911 Coordinator

cc: Applicant and Engineer



## Town of Georgia Fire Department

4134 Ethan Allen Highway • Georgia, VT 05478 • Phone: 802-782-8045  
• Keith Baker, Fire Chief • Email: firechief@townofgeorgia.com

August 14, 2023

Michael Gervais  
Barnard & Gervais, LLC  
P. O. Box 133  
Hinesburg, VT 05461

RE: Jamie St. Pierre 4 lot Subdivision

Michael,

I have reviewed the updated plans for the proposed St. Pierre 4 lot subdivision on Polly Hubbard Road. The new proposed road with the cul-de-sac would allow fire apparatus to meet each other on the roadway and allow for good access and minimal delay for firefighting. The longer driveways on the end will need to maintain a width for fire apparatus to be able to use the driveway to get close enough to the structures to be able to fight a fire if the need arises.

In your email you state the HOA will include wording to maintain the road and cul-de-sac year-round to include snow. We would also request that the driveways be kept clear as well. This would include, but not be limited to, snow removal, a solid roadway, and anything over hanging such as wires or branches from planted or existing trees be high enough for apparatus to safely go under for the road, cul-de-sac, and the driveways. Any changes or revisions to the proposal will require an updated letter of ability to serve.

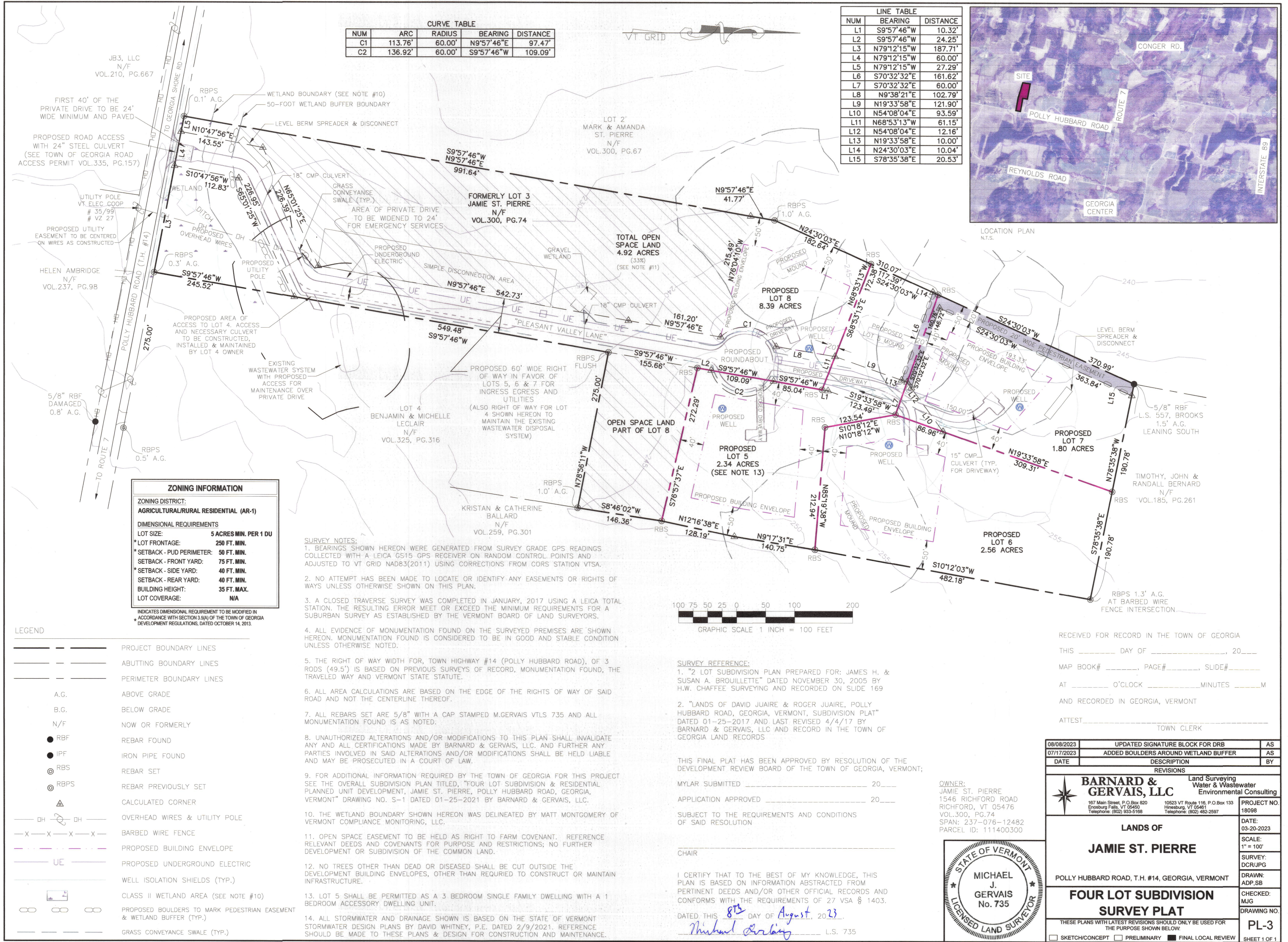
If you have any questions, feel free to contact me at (802) 752-5813.

Sincerely,

Keith Baker, Fire Chief

**THE TOWN OF GEORGIA FIRE DEPARTMENT**

THIS IS ORIGINAL INK ON MYLAR

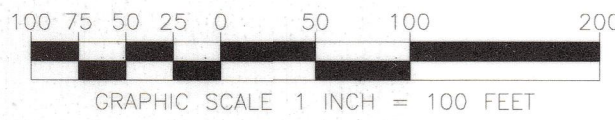


CURVE TABLE				
NUM	ARC	RADIUS	BEARING	DISTANCE
C1	113.76'	60.00'	N9°57'46"E	97.47'
C2	136.92'	60.00'	S9°57'46"W	109.09'

LINE TABLE		
NUM	BEARING	DISTANCE
L1	S9°57'46"W	10.32'
L2	S9°57'46"W	24.25'
L3	N79°12'15"W	187.71'
L4	N79°12'15"W	60.00'
L5	N79°12'15"W	27.29'
L6	S70°32'32"E	161.62'
L7	S70°32'32"E	60.00'
L8	N9°38'21"E	102.79'
L9	N19°33'58"E	121.90'
L10	N54°08'04"E	93.59'
L11	N68°53'13"W	61.15'
L12	N54°08'04"E	12.16'
L13	N19°33'58"E	10.00'
L14	N24°30'03"E	10.04'
L15	S78°35'38"E	20.53'

ZONING INFORMATION	
ZONING DISTRICT: <b>AGRICULTURAL/RURAL RESIDENTIAL (AR-1)</b>	
DIMENSIONAL REQUIREMENTS	
LOT SIZE:	5 ACRES MIN. PER 1 DU
* LOT FRONTAGE:	250 FT. MIN.
* SETBACK - PUD PERIMETER:	50 FT. MIN.
SETBACK - FRONT YARD:	75 FT. MIN.
* SETBACK - SIDE YARD:	40 FT. MIN.
SETBACK - REAR YARD:	40 FT. MIN.
BUILDING HEIGHT:	35 FT. MAX.
LOT COVERAGE:	N/A
INDICATES DIMENSIONAL REQUIREMENT TO BE MODIFIED IN ACCORDANCE WITH SECTION 3.5(A) OF THE TOWN OF GEORGIA DEVELOPMENT REGULATIONS, DATED OCTOBER 14, 2013.	

- SURVEY NOTES:**
- BEARINGS SHOWN HEREON WERE GENERATED FROM SURVEY GRADE GPS READINGS COLLECTED WITH A LEICA GS15 GPS RECEIVER ON RANDOM CONTROL POINTS AND ADJUSTED TO VT GRID NAD83(2011) USING CORRECTIONS FROM CORS STATION VTSA.
  - NO ATTEMPT HAS BEEN MADE TO LOCATE OR IDENTIFY ANY EASEMENTS OR RIGHTS OF WAYS UNLESS OTHERWISE SHOWN ON THIS PLAN.
  - A CLOSED TRAVERSE SURVEY WAS COMPLETED IN JANUARY, 2017 USING A LEICA TOTAL STATION. THE RESULTING ERROR MEET OR EXCEED THE MINIMUM REQUIREMENTS FOR A SUBURBAN SURVEY AS ESTABLISHED BY THE VERMONT BOARD OF LAND SURVEYORS.
  - ALL EVIDENCE OF MONUMENTATION FOUND ON THE SURVEYED PREMISES ARE SHOWN HEREON. MONUMENTATION FOUND IS CONSIDERED TO BE IN GOOD AND STABLE CONDITION UNLESS OTHERWISE NOTED.
  - THE RIGHT OF WAY WIDTH FOR TOWN HIGHWAY #14 (POLLY HUBBARD ROAD), OF 3 RODS (49.5') IS BASED ON PREVIOUS SURVEYS OF RECORD, MONUMENTATION FOUND, THE TRAVELED WAY AND VERMONT STATE STATUTE.
  - ALL AREA CALCULATIONS ARE BASED ON THE EDGE OF THE RIGHTS OF WAY OF SAID ROAD AND NOT THE CENTERLINE THEREOF.
  - ALL REBARS SET ARE 5/8" WITH A CAP STAMPED M.GERVAIS VTLS 735 AND ALL MONUMENTATION FOUND IS AS NOTED.
  - UNAUTHORIZED ALTERATIONS AND/OR MODIFICATIONS TO THIS PLAN SHALL INVALIDATE ANY AND ALL CERTIFICATIONS MADE BY BARNARD & GERVAIS, LLC. AND FURTHER ANY PARTIES INVOLVED IN SAID ALTERATIONS AND/OR MODIFICATIONS SHALL BE HELD LIABLE AND MAY BE PROSECUTED IN A COURT OF LAW.
  - FOR ADDITIONAL INFORMATION REQUIRED BY THE TOWN OF GEORGIA FOR THIS PROJECT SEE THE OVERALL SUBDIVISION PLAN TITLED, "FOUR LOT SUBDIVISION & RESIDENTIAL PLANNED UNIT DEVELOPMENT, JAMIE ST. PIERRE, POLLY HUBBARD ROAD, GEORGIA, VERMONT" DRAWING NO. S-1 DATED 01-25-2021 BY BARNARD & GERVAIS, LLC.
  - THE WETLAND BOUNDARY SHOWN HEREON WAS DELINEATED BY MATT MONTGOMERY OF VERMONT COMPLIANCE MONITORING, LLC.
  - OPEN SPACE EASEMENT TO BE HELD AS RIGHT TO FARM COVENANT. REFERENCE RELEVANT DEEDS AND COVENANTS FOR PURPOSE AND RESTRICTIONS; NO FURTHER DEVELOPMENT OR SUBDIVISION OF THE COMMON LAND.
  - NO TREES OTHER THAN DEAD OR DISEASED SHALL BE CUT OUTSIDE THE DEVELOPMENT BUILDING ENVELOPES, OTHER THAN REQUIRED TO CONSTRUCT OR MAINTAIN INFRASTRUCTURE.
  - LOT 5 SHALL BE PERMITTED AS A 3 BEDROOM SINGLE FAMILY DWELLING WITH A 1 BEDROOM ACCESSORY DWELLING UNIT.
  - ALL STORMWATER AND DRAINAGE SHOWN IS BASED ON THE STATE OF VERMONT STORMWATER DESIGN PLANS BY DAVID WHITNEY, P.E. DATED 2/9/2021. REFERENCE SHOULD BE MADE TO THESE PLANS & DESIGN FOR CONSTRUCTION AND MAINTENANCE.



**LEGEND**

---	PROJECT BOUNDARY LINES
---	ABUTTING BOUNDARY LINES
---	PERIMETER BOUNDARY LINES
A.G.	ABOVE GRADE
B.G.	BELOW GRADE
N/F	NOW OR FORMERLY
● RBF	REBAR FOUND
● IPF	IRON PIPE FOUND
○ RBS	REBAR SET
○ RBPS	REBAR PREVIOUSLY SET
△	CALCULATED CORNER
—DH—DH—	OVERHEAD WIRES & UTILITY POLE
-X-X-X-X-	BARBED WIRE FENCE
---	PROPOSED BUILDING ENVELOPE
---	PROPOSED UNDERGROUND ELECTRIC
---	WELL ISOLATION SHIELDS (TYP.)
○	CLASS II WETLAND AREA (SEE NOTE #10)
○	PROPOSED BOULDERS TO MARK PEDESTRIAN EASEMENT & WETLAND BUFFER (TYP.)
---	GRASS CONVEYANCE SWALE (TYP.)

**SURVEY REFERENCE:**

- "2 LOT SUBDIVISION PLAN PREPARED FOR: JAMES H. & SUSAN A. BROUILLETTE" DATED NOVEMBER 30, 2005 BY H.W. CHAFFEE SURVEYING AND RECORDED ON SLIDE 169
- "LANDS OF DAVID JUAIRE & ROGER JUAIRE, POLLY HUBBARD ROAD, GEORGIA, VERMONT, SUBDIVISION PLAN" DATED 01-25-2017 AND LAST REVISED 4/4/17 BY BARNARD & GERVAIS, LLC AND RECORDED IN THE TOWN OF GEORGIA LAND RECORDS

THIS FINAL PLAT HAS BEEN APPROVED BY RESOLUTION OF THE DEVELOPMENT REVIEW BOARD OF THE TOWN OF GEORGIA, VERMONT;

MYLAR SUBMITTED \_\_\_\_\_ 20\_\_\_\_

APPLICATION APPROVED \_\_\_\_\_ 20\_\_\_\_

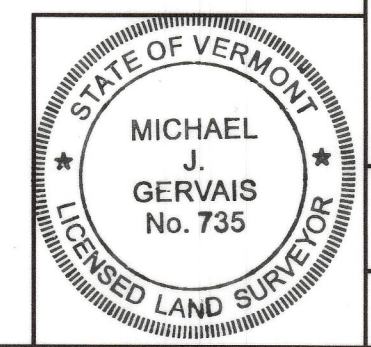
SUBJECT TO THE REQUIREMENTS AND CONDITIONS OF SAID RESOLUTION

CHAIR \_\_\_\_\_

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THIS PLAN IS BASED ON INFORMATION ABSTRACTED FROM PERTINENT DEEDS AND/OR OTHER OFFICIAL RECORDS AND CONFORMS WITH THE REQUIREMENTS OF 27 VSA § 1403.

DATED THIS 8<sup>th</sup> DAY OF August, 2023.

*Michael J. Gervais* L.S. 735



RECEIVED FOR RECORD IN THE TOWN OF GEORGIA

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MAP BOOK# \_\_\_\_\_, PAGE# \_\_\_\_\_, SLIDE# \_\_\_\_\_

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ MINUTES \_\_\_\_\_ M

AND RECORDED IN GEORGIA, VERMONT

ATTEST \_\_\_\_\_ TOWN CLERK

DATE	DESCRIPTION	BY
08/08/2023	UPDATED SIGNATURE BLOCK FOR DRB	AS
07/17/2023	ADDED BOULDERS AROUND WETLAND BUFFER	AS

**BARNARD & GERVAIS, LLC** Land Surveying, Water & Wastewater, Environmental Consulting

167 Main Street, P.O. Box 620, Enosburg Falls, VT 05450  
Telephone: (802) 933-5108

10623 VT Route 116, P.O. Box 139, Hinesburg, VT 05461  
Telephone: (802) 482-2597

PROJECT NO. 18098

DATE: 03-20-2023

SCALE: 1" = 100'

SURVEY: DCR/JPG

DRAWN: ADP/SB

CHECKED: MJG

DRAWING NO. **PL-3**

THESE PLANS WITH LATEST REVISIONS SHOULD ONLY BE USED FOR THE PURPOSE SHOWN BELOW:

SKETCH/CONCEPT  PRELIMINARY  FINAL LOCAL REVIEW

SHEET 1 OF 1

**FINAL PLAT REVIEW  
FP-004-23**

<b>Owner:</b> Jamie St. Pierre 1546 Richford Road Richford, VT 05476 #802-370-4640	<b>Applicant:</b> Same
<b>Surveyor/Engineer:</b> Surveyor: Michael Gervais #802-933-5168	<b>Property Tax Parcel &amp; Location:</b> Parcel ID# 111400300 Polly Hubbard Road, Georgia, VT Zoning District: AR-1

**Background**

Jamie St. Pierre, hereafter referred to as Applicant, is requesting Final Plat Review for a 4-lot major PUD subdivision. The parcel is located at Polly Hubbard Road, parcel ID # 111400300 and consists of ±15.06 acres. The parcel is located within the AR-1 zoning district.

Applicant is proposing the creation of four (4) lots.

- Proposed Lot 5 will consist of ±2.34 acres.
- Proposed Lot 6 will consist of ±2.56 acres.
- Proposed Lot 7 will consist of ±1.8 acres.
- Proposed Lot 8 will consist of ±8.39 acres.
- **Open Space for PUD (20% total acreage) ±4.92 acres**

**COMMENTS**

**General Subdivision Review Requirements**

1. **Dimensional Requirements.** The dimensional requirements of the AR-1 zoning districts and the proposed dimensional measurements are as follows:

Lot	AR-1 Zoning District/ PUD Subdivision (min .75 acres per use)			
	Lot 5	Lot 6	Lot 7	Lot 8
Lot Frontage (min) 250 ft	Waiver approved	60 ft ROW	60 ft ROW	Waiver approved
Setbacks, front yard (min) 75 ft	40 ft Waiver approved	40 ft Waiver approved	40 ft Waiver approved	40 Waiver approved
Setbacks, side yard (min) 40 ft	20 ft Waiver approved	40 ft	40 ft	20 ft Waiver approved
Setbacks, rear (min) 40 ft	50 ft	50 ft	50 ft	50 ft
Open Space	20% of the parent parcel, no more than 50 acres = ±4.92 acres			

Waivers Approved

1. Reduction of Front and Side Setbacks of 75 feet in AR-1 Zoning District to 40 feet.
  2. Use of 60 Foot Right-of-Way in lieu of lot frontage for Lots 6 & 7.
  3. Reduction of Side Setbacks of 40 feet in AR-1 Zoning District for Lots 5 and 8 to 20 feet.
2. **Site plans.** Applicant has submitted a site plan titled “Four Lot Subdivision Survey Plat SK-1” prepared by Barnard & Gervais, LLC dated 3/20/2023 and revised 7/17/2023.
- i. The proposed property lines
  - ii. The proposed boundaries for Lots 5-8
  - iii. The location of Open Space
  - iv. Private Road, 18-24’ foot wide with 24’ steel culvert
  - v. Roundabout
  - vi. Existing wastewater system with access for maintenance
  - vii. Location of mounds and wells
  - viii. 60’ wide right-of-way in favor for Lots 5, 6 & 7 for ingress, egress and utilities
  - ix. Gravel wetland
  - x. 20’ wide pedestrian easement
3. **Lot layout.** As proposed, the boundary lines are linear and proposed lots are generally regular in shape. Lot 5 misshaped to allow for mound access without an easement.
4. **The land is suitable for subdivision or development.** The land meets the requirements for the PUD subdivision with acreage and use; with approved waivers for setbacks and lot frontage.
5. **The development will not result in undue water or air pollution.** Applicant should submit to the Zoning Administrator a state Act 250 permit navigator.
6. **Deed Review** – Draft Deeds were submitted for the four (4) lots. Deeds will be reviewed by the attorney for the Town of Georgia once \$500 review escrow is received. Any funds not expended on the legal review will be refunded to the Applicant.
7. **HOA Declaration of Covenants Review** – The HOA Documents for this PUD includes maintenance and use of the private road, gravel wetland, open space, shared septic system and individual well; as well as mowing restrictions on wetland properties.
8. **State permits.** State of Vermont Wastewater System and Potable Supply Permit (for water and wastewater systems) WW-6-3219-2; State of Vermont Construction Central Permit #3-9020 (for discharge of storm water runoff from construction activity); and State of Vermont Wetlands General Permit #3-9025 (for private road crossing wetland and/or buffer.) Applicant is responsible for identifying any further state permits for this proposal. The

Applicant will need to submit Permit Navigator Results with their Final Plat application for Act 250 compliance. Copies of all required state permits shall be submitted to the Zoning Administrator upon receipt.

9. **Access permit.** The proposed access is an 18 to 24 foot wide private road that will be constructed in accordance with Section 7.11 of the Georgia Development Regulations and the Town of Georgia Private Roads and Driveway Policy. A cul-de-sac for emergency turn around is proposed at the end of the private road. Each lot will have a driveway off of the shared access.
10. **Easements.** A 60-foot wide right of way is proposed for the private road and the shared drive. A proposed 20-foot pedestrian easement from the end of the private road to the easterly boundary on Lot 7.
11. **Fire protection** – The Applicant has obtained an Ability to Serve letter from the Fire Chief.
12. **Performance Standards** - The use must conform to the Performance Standards in Section 3.6 of the Georgia Development Regulations.
13. **Road Name**- Road name, Pleasant Valley Lane, has been submitted and approved by Town of Georgia and E911. E911 numbers have been assigned for Lots 5 through 8.
14. **Landscaping and Screening** – The proposed houses will be located in the back portion of the property in the old pasture area. Tree cutting will be limited to dead or diseased trees outside of the building sites. The agricultural land in the front portion of the property will be designated as open space for agricultural use.
15. **Outdoor Lighting** – None on drives.
16. **Pedestrian Accessibility** – Sidewalks are not being proposed.
17. **Street Signs** – Street signs shall be installed in accordance with Town of Georgia regulations.

Respectfully submitted,

Douglas Bergstrom  
Zoning Administrator  
Planning, DRB & 911 Coordinator

cc: Applicant and Engineer



Applicant Name: Jaime St. Pierre  
Project Number: 2020-389

**NOTICE OF AUTHORIZATION**  
**VERMONT WETLAND GENERAL PERMIT**  
**GENERAL PERMIT 3-9025**  
VERMONT AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

A determination has been made that the applicant:

Jaime St. Pierre  
1546 Richford Road  
Richford, VT 05476

meets the criteria necessary for inclusion under Vermont General Wetland Permit #3-9025. Hereinafter the named applicant shall be referred to as the permittee. Subject to the conditions of General Permit # 3-9025, the permittee is authorized to alter the Class II wetland and associated 50-foot buffer zone located on Polly Hubbard Road (north side of the road and approximately 3,600ft. east of Georgia Middle Rd. intersection) in Georgia, Vermont as described in the application for authorization dated 3/10/2021.

*This authorization is for 1,313 square feet(sf) of wetland and 1,456sf of wetland buffer impacts for the construction of an access road to a four-lot subdivision.*

Public notice of the application was given in accordance with Section 9.7 of the Vermont Wetland Rules. Any comments received during the public comment period were considered during review of the application and issuance of this authorization. One comment requested that the applicant provide compensation lands for the impacts associated with the project. The Secretary finds that compensation is not necessary to meet the standard of no undue adverse impact on wetland function or value and the general permit conditions do not require compensation.

Compliance with General Permit 3-9025 and this Authorization

Under 10 V.S.A. §901 et. seq. and the Vermont Wetland Rules, the Secretary may authorize activities in a significant wetland or in its adjacent buffer zone if the Secretary determines that it complies with the Wetland Rules and will have no undue adverse effect on the protected functions and values. The Secretary has determined that the proposed project complies with the above and will have no undue adverse impacts to the protected functions and values of the subject Class II wetlands or the adjacent wetland complex. If the project is constructed according to the permit application and the conditions of this authorization, the permitted activity is not expected to result in any violations of the Vermont Water Quality Standards.

The permittee shall comply with this authorization and all the terms and conditions of General Permit 3-9025. Any permit non-compliance constitutes a violation of 10 V.S.A. Chapter 37 and the Vermont Wetland Rules and may be grounds for an enforcement action

or revocation of this authorization to discharge. The following General Conditions (§IX of Wetland General Permit 3-9025) shall apply:

- A. All activities shall be completed, operated, and maintained in accordance with the permittee's Notice of Intent and the conditions of this general permit. No material or substantial changes shall be made in the project without the written approval of the Vermont Department of Environmental Protection Wetlands Program.
- B. The permittee shall notify the Vermont Wetlands Program in writing prior to the start of this project and upon completion of the project. The notification of completion shall include a statement that the project was constructed in compliance with the conditions of this general permit and the authorization.
- C. The Required Best Management Practices in §V of the general permit shall be used to comply with this general permit.
- D. The permittee shall record its issuance notice under this general permit in the land records of the town(s) in which all affected lands are located. Any future deed for such lands shall reference the authorization. Within 30 days of the date of issuance of the authorization under this general permit, the permittee shall supply the Vermont Wetlands Program with a copy of the recording of the notice<sup>1</sup>.
- E. The Agency maintains continuing jurisdiction over a project authorized under this general permit and may at any time order remedial measures if it appears likely that undue adverse impacts to protected wetland functions and values are or will occur.
- F. Authorization under this general permit does not relieve the permittee of the responsibility to comply with any other applicable federal, state, and local laws, regulations, and permits.
- G. By acceptance of an authorization under this general permit, the permittee agrees to allow Agency representatives access to the property covered by the authorization, at reasonable times and upon presentation of credentials, for the purpose of ascertaining compliance with the authorization, this general permit, the Vermont Wetland Rules and the Vermont Water Quality Standards and for the purpose of reviewing and copying all records required to be prepared pursuant to this general permit.
- H. The Agency, by issuing this general permit and any authorization hereunder, accepts no legal responsibility for any damage direct or indirect of whatever nature and by whomever suffered arising out of the approved project.
- I. The Secretary may, after notice and opportunity for a hearing, revoke or suspend, in whole or in part, an authorization under this general permit for cause, including, but not limited to:
  - 1. Violation of the terms or conditions of this general permit;

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<sup>1</sup> Reporting forms are located here: <https://anronline.vermont.gov/>

2. Obtaining authorization by misrepresentation or failure to fully disclose all relevant facts;
3. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized activity.

Rights to Appeal to the Environmental Court

Pursuant to 10 V.S.A. Chapter 220, an aggrieved person shall not appeal an authorization under this permit to the Environmental Division of the Vermont Superior Court unless the person submitted to the Secretary a written comment during the applicable public comment period or an oral comment at the public meeting conducted by the Secretary. Absent a determination of the Environmental judge to the contrary, an aggrieved person may only appeal issues related to the person's comments to the Secretary as prescribed by 10 V.S.A. § 8504(d)(2). Any appeal of this decision must be filed with the clerk of the Environmental Court within 30 days of the date of the decision. The Appellant must attach the applicable entry fee payable to the State of Vermont to the Notice of Appeal. The Notice of Appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Court; and must be signed by the appellant or their attorney. In addition, the appeal must give the address or location and description of the property, project, or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the Notice of Appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings, available online at [www.vermontjudiciary.org](http://www.vermontjudiciary.org). The address for the Environmental Court is 32 Cherry Street, 2<sup>nd</sup> Floor, Suite 303, Burlington, VT 05401 (Tel. # 802-951-1740).

Effective Date and Expiration Date of this Authorization

This authorization shall become effective on July 6, 2021 and shall continue for five years until July 6, 2026.

Dated at Montpelier, VT this sixth day of July, 2021.

Peter Walke, Commissioner  
Department of Environmental Conservation

**E-SIGNED by Laura Lapierre**  
By on ~~2021-07-06 15:55:10~~ GMT  
Laura Lapierre, Program Manager  
Wetlands Program  
Watershed Management Division



# Town of Georgia

47 Town Common Road North • St. Albans, VT 05478  
• Phone: 802-524-3524 • Fax: 802-524-3543 • website: townofgeorgia.com

## Final Plat Application Application # FP \_\_\_\_\_

**Submission Requirements:** Within six months of Preliminary Plat approval for a major subdivision, or classification at Sketch Plan review as a minor subdivision, submit this application with all required elements from the attached outline & fees. Submit one set 11"x17" site plan maps plus a digital file in \*.pdf format which includes scale, north arrow, legend, abutters, title block and following the approved layout as shown on the preliminary plat, incorporating any recommendations made by the DRB in their preliminary plat approval decision. The application will not be deemed complete until all required materials have been submitted. Failure to submit a complete application, as defined herein, shall be grounds for denial of the application by the DRB.. Applicant must also submit a list for all abutters, including those across a public or private right of way. **Incomplete applications will be returned and will delay scheduling your hearing.**

### SECTION 1: OWNER/APPLICANT INFORMATION (complete all)

Owner(s): Jamie St. Pierre  
Address: 1546 Richford Rd  
Richford, VT  
Zip Code 05476 Telephone 802-370-4640  
Email JstPierre25@gmail.com (cc: amanda.stpierre@pvfarmsvt.com)

Applicant(s): Same  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Zip Code \_\_\_\_\_ Telephone \_\_\_\_\_  
Email \_\_\_\_\_

Tax Parcel ID: 111400300 Zoning District: Ag/Residential PUD  Yes  No

### CERTIFICATION OF APPLICANT(S)

**AFFIRMATION:** The undersigned hereby certifies that the information submitted in this application is true, accurate, and complete.

Signature of Applicant: *Jamie St. Pierre* Date: 8-10-23

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

### PROPERTY OWNERS' AUTHORIZATION

The undersigned property owner(s) hereby certify that the information submitted in this application regarding this property is true, accurate and complete and that the Applicant(s) have full authority to request approval for the proposed use of the property and any proposed structure(s).

Signature of Owner: *Jamie St. Pierre* Date: 8-10-23

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Location of Property: Polly Hubbard Rd  
Parcel ID No.: 111400300 Zoning District: Ag/Residential Is this a PUD? Yes  No  
Deed Reference: Volume 300 Page 74-75 Size of Parcel: 15.06 acres

**Previous subdivision of parcel (if applicable)**

Permittee name: \_\_\_\_\_  
Date: \_\_\_\_\_ Map # \_\_\_\_\_

**Previous Site Plan Approval (if applicable)**

Permittee name: \_\_\_\_\_  
Date: \_\_\_\_\_ Map # \_\_\_\_\_

**If applicable:**

Engineer: \_\_\_\_\_ Surveyor: Michael Gervais  
Phone: \_\_\_\_\_ Phone: 802-933-5168  
Email: \_\_\_\_\_ Email: michael@barnardandgervais.com

**Project Description:** Provide a detailed narrative, on a separate sheet of paper, describing the scope and layout of the proposed development. The narrative should explain the proposed use of the property & all key elements, as presented on the site plan. Please address each of the following elements: building size(s) and type, landscaping and screening, road and driveway access to the property, impact on traffic, internal circulation of vehicular and pedestrian traffic, parking (# of spaces), stormwater and erosion control measures, lighting (size, type, location, and number), and signage, if any. Summarize all details below:

**Number and size of proposed lots:**

Lot 5: 2.34 acres Lot 6: 2.56 acres Lot 7: 1.8 acres Lot 8: 8.39 acres.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Names and addresses of abutting property owners:**

(see attached sheet).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Existing and/or proposed means of access to the site:**

The proposed access is an 18 to 24 foot wide private road that will be constructed in accordance with section 7.11 of the Georgia Development Regulations. An emergency turn around area is proposed at the end of the private road.  
\_\_\_\_\_  
\_\_\_\_\_

**List of plans, sketches, or other information submitted with this application:**

Subdivision Plat "PL-3," dated 3/20/2023 and revised 7-17-2023, by Barnard and Gervais, LLC.  
Four Lot Subdivision Vicinity Map "SK-1" dated 3/20/2023  
\_\_\_\_\_  
\_\_\_\_\_

**Location of parking and proposed number of spaces:**

Each lot will have it's own driveway for parking.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Existing and/or proposed road & driveway access to site:**

The proposed access is an 18 to 24 foot wide private road that will be constructed in accordance with section 7.11 of the Georgia Development Regulations. An emergency turn around area is proposed at the end of the private road. Each lot will have a drive off the shared access.

**Existing and/or proposed easements and rights-of-way:**

A 60-foot wide right of way is proposed for the private road and the shared drive. A proposed 20-foot pedestrian easement from the end of the private road to the easterly boundary of Lot 7.

**Proposed and/or existing wastewater disposal and water supply:**

Each of the 4 proposed residences will be served by individual on-site wastewater disposal systems and will be provided water by individual on-site drilled wells.

**Proposed drainage/storm water runoff (if required):**

Yes, as shown on plan.

**Proposed landscaping (if applicable):**

The proposed houses will be located in the back portion of the property in the old pasture area. Tree cutting will be limited to dead or diseased trees outside of the building envelopes. The agricultural land in the front portion of the property will be designated as open space for agricultural use.

**Size and location of proposed and/or existing buildings:**

There are no existing buildings on the subject parcel. Each of the 4 proposed residences are anticipated to be approximately 2,000 square feet in footprint, except Lot 5 which will be a 3-bedroom single family dwelling and a 1 bedroom ADU.

**State permits required and/or obtained for this project:**

1. State of Vermont Wastewater System and Potable Supply Permit (for water and wastewater systems). 2. State of Vermont Construction General Permit #3-9020 (for discharge of storm water runoff from construction activity). 3. State of Vermont Wetlands General Permit#3-9025 (for private road crossing wetland and/or buffer).

**Proposed lighting (if any):**

None on drives

**Notes**

- 1) \* Per Sec. 3.5.B.2, major subdivisions in the AR-1, AR-2, AR-3, and L-2 districts must be submitted under Planned Unit Development (PUD) rules. PUDs optional in other districts.
- 2) Application standards for subdivision approval appear in the Georgia Development Regulations as Article 4. Site Plan Review and Approval standards appear in Article 3.

## **Application Submission Requirements Final Plat for Major and Minor Subdivisions**

The Final Subdivision Plat shall consist of one or more sheets of drawings which conform to the following requirements: It shall be on Mylar paper clearly and legibly drawn, and the size of the sheets shall be 18 inches x 24 inches. Such sheets shall have a margin of two (2) inches outside of the border lines on the left side for binding and a one (1) inch margin outside the border along the remaining sides. Space shall be reserved thereon for endorsement by all appropriate agencies. The final plat for a major subdivision shall conform in all respects to the preliminary plat as approved by the Commission. The Subdivision Plat shall indicate the following as applicable:

- (5) Proposed subdivision name or identifying title, the name of the municipality, the name and address of the record owner and subdivider, the name, license number and seal of the licensed land surveyor, the boundaries of the subdivision and its general location in relation to existing streets or other landmarks and scale, date and true north point.
- (2) Street names, lines, pedestrian ways, lots, reservations, easements and area to be dedicated to public use as approved by the Commission.
- (3) Sufficient data acceptable to the Commission to determine readily the location, bearing and length of every street line, lot line, boundary line and to reproduce such lines upon the ground. When practicable these should be tied to reference points previously established by a public authority.
- (4) The length of all straight lines, the deflection angles, radii, length of curves and central angles of all curves, tangent distances and tangent bearings for each street.
- (5) By proper designation on such Plat, all public open space for which offers of cession are made by the subdivider and those spaces title to which is reserved by the subdivider.
- (6) Lots within the subdivision numbered in alternating order within the blocks.
- (7) The location of all of the improvements referred to in Article VIII and, in addition thereto, the location of all fire protection devices, utility poles, sewage disposal systems, and rough grading and other devices and methods of draining the area within the subdivision.
- (8) Permanent reference monuments and lot corner markers shall be clearly indicated.
- (9) Monuments shall be set at all corners and angle points of the boundaries of the subdivision, and for new roads at all street intersections, angle points in street lines, points of curve and such intermediate points as shall be required by the Commission.
- (10) Deed reference, tax map reference.

*If required by Preliminary Plat Approval, Applicant shall also provide the following documents:*

- (5) Copies of proposed deeds, agreements or other documents showing the manner in which streets, open space, including park and recreational areas served and maintained, and a certificate from the Legislative Body or town attorney that these documents are satisfactory. Such certificate shall not be construed, however, as acceptance by the Town of Georgia of any areas proposed to be dedicated to the Town.

*(Continued on Next Page)*

(2) A certificate from a Town consulting engineer as to the satisfactory completion of all improvements may be required by the Commission, or in lieu thereof, a performance bond to secure completion of such improvements and their maintenance for a period of two (2) years, with a certificate from the Legislative Body that it is satisfied either with the bonding or surety company, or with security furnished by the subdivider.

(3) Any other documents required by the Commission as a result of preliminary plat approval.

(4) The final plan application for a minor or major subdivision shall be accompanied by a Certificate of Title showing the ownership of all property and easements to be dedicated or acquired by the Town, or reserved, and said Certificate of Title shall be approved by the town attorney. Copies of all proposed Offers of Dedication, deeds, easements, or other instruments conveying property or easements to the Town shall also accompany the final application and be approved by the town attorney.

(5) Bonding shall be required sufficient to cover the completion of required improvements and maintenance of such improvements for a period of two years after completion. The amount of bond shall be established by the Planning Commission based upon the subdivider's estimate, bids or other information deemed necessary by the Planning Commission but shall not exceed 150% of the projected improvement and maintenance costs.

Please include all fees according to the Permit Fee Schedule on the website at: [Fee Schedule](#)

**Decisions**

The DRB shall act to approve or disapprove Final Plat applications in writing within forty-five (45) days after closure of the public hearing. Failure to act within the 45-day period shall constitute deemed approval on the 46th day. The DRB shall prepare written findings-of-fact and conclusions setting forth background and rationale for their decision. The DRB may attach conditions of approval to ensure the intent of applicable bylaws and the municipal plan are met.

Decisions shall be distributed per requirements in Title 24, Chapter 117, Section 4464, Vermont Statutes Annotated.

**(FOR TOWN USE ONLY):**

Date received: \_\_\_\_\_ Fee paid: \_\_\_\_\_ Check # \_\_\_\_\_

Returned (incomplete) \_\_\_\_\_ Date: \_\_\_\_\_ Date Application Accepted: \_\_\_\_\_

Date of Hearing: \_\_\_\_\_

Signed: \_\_\_\_\_

Douglas Bergstrom  
Zoning Administrator  
Planning, DRB & 911 Coordinator

**You will receive a written Decision and Finding of Fact within 45 days of the close of the hearing.**



**WARRANTY DEED**

**KNOW ALL PERSONS BY THESE PRESENTS**, that **Jamie St. Pierre** of Richford, in the County of Franklin and State of Vermont, **Grantor**, in the consideration of Ten or More Dollars paid to his full satisfaction by \_\_\_\_\_ **and** \_\_\_\_\_ of \_\_\_\_\_, in the County of \_\_\_\_\_ and State of \_\_\_\_\_, **Grantees**, by these presents, does freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto said **Grantees**, \_\_\_\_\_ **and** \_\_\_\_\_, their heirs and assigns forever, a certain piece of land and any improvements thereon in the Town of Georgia, in the County of Franklin and State of Vermont, described as follows:

Being a parcel of land, together with the buildings thereon located in the Town of Georgia, Vermont and depicted as Lot 5 (hereinafter "Lot 5") comprising 2.34 acres, more or less, on a plat entitled "Lands of Jamie St. Pierre Polly Hubbard Road, T.H. # 14, Georgia, Vermont Four Lot Subdivision Survey Plat" Drawing No. PL-3, sheet 1 of 1 dated March 20, 2023, last revised August 8, 2023, prepared by Bernard & Gervais, LLC, and recorded at Map Slide \_\_\_\_\_ of the Town of Georgia Land Records (hereinafter referred to as the "Plat".)

Lots 5 through 8 are subject to the Town of Georgia Development Review Board's Decision and Findings of Fact for Preliminary Plat Review, (hereinafter "Decision and Findings of Fact") dated May 2, 2023 and recorded in the Town of Georgia Land Records at Volume 390, Page 296 and any amendments thereto. By acceptance of this deed, the Grantees herein grant any and all necessary easements, appurtenances and rights of way necessary to correct and complete the four lot Planned Unit Development major subdivision (hereinafter the "Planned Community") approved by the Decision and Findings of Fact and any amendments thereto.

Lots 5 through 8 are subject to the State of Vermont Wastewater and Potable Water Supply Permit WW-6-3219-3 dated \_\_\_\_\_, 2023 and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Town of Georgia Land Records and any amendments thereto.

Lots 5 through 8 are subject to Vermont Wetland General Permit 3-9025 for Project Number 202-389 dated July 6, 2021 and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Town of Georgia Land Records and any amendments thereto.

Lots 5 through 8 are subject to stormwater Authorization Under Vermont General Construction Permit 3-9020, dated \_\_\_\_\_, \_\_\_\_\_ and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Town of Georgia Land Records and any amendments thereto, and stormwater Authorization to Discharge Under General Permit 3-9015, Permit No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_ and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Town of Georgia Land Records and any amendments thereto.

Lots 5 through 8 are subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions of Pleasant Valley Lane Planned Community and Pleasant Valley Lane HOA Inc. dated \_\_\_\_\_, 2023 and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Town of Georgia Land Records (hereinafter the "Declaration") and any amendments thereto, and the By-Laws of Pleasant Valley Lane HOA Inc. dated \_\_\_\_\_, 2023 and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the Town of Georgia Land Records (the "By-Laws") and any amendments thereto.

By acceptance of this deed the Grantee(s) agree(s) to become member(s) of Pleasant Valley Lane HOA Inc. (hereinafter the "Homeowners' Association") as governed by the Declaration and By-Laws and any amendments thereto. Membership in the Homeowners' Association shall include all privileges, easements, rights of way for use, servitudes, licenses, responsibilities, requirements, restrictive covenants, obligations, now or hereafter belonging or pertaining to the lot identified herein, as defined and described in the Declaration and By-Laws.

Notice is given of the existence of preserved agricultural lands located on Lot 8 and identified as "Total Open Space Land 4.92 Acres" (hereinafter the 'Open Space Land') on

the Plat and in the vicinity of the Lot or Lots conveyed herein. No further development or subdivision of the Open Space Land shall be permitted. The Open Space Land is subject to a Right to Farm Covenant, which may include current and future agricultural operations such as, without limitation, plowing, planting, fertilizing, spraying and the use of agricultural chemicals, pesticides and herbicides in the course of cultivating, harvesting, storing and transporting agricultural products, and the raising, feeding and management of livestock. Consistent with this notice, the Lot or Lots are conveyed subject to a perpetual easement for any noise, odors, dust and/or byproducts and impacts that may occur in the course of conducting accepted agricultural and best-management practices on nearby agricultural lands. Grantees, by the acceptance of this deed, waive any objection to impacts arising from any existing and future use of the Open Space Land on Lot 8 in compliance with Required Agricultural Practice Rules promulgated by the State of Vermont Agency of Natural Resources and consistent with accepted agricultural and best-management practices, and acknowledge that any such existing and future agricultural activities do not constitute a nuisance or a trespass.

Lots 5 through 8 are subject to and benefitted and burdened by such other easements, conditions and covenants as may be depicted on said Plat or on the site plan entitled “Four Lot Subdivision & Residential Planned Unit Development Jamie St. Pierre Polly Hubbard Road, Georgia, Vermont Lots 5 & 8 Site Plan,” prepared by Barnard & Gervais, LLC, dated January 25, 2021 and recorded at Map Slide \_\_\_\_\_ of the Town of Georgia Map Records (hereinafter the “Site Plan Lots 5 & 8”) and on the site plan entitled “Four Lot Subdivision & Residential Planned Unit Development Jamie St. Pierre Polly Hubbard Road, Georgia, Vermont Lots 5 & 8 Site Plan,” prepared by Barnard & Gervais, LLC, dated January 25, 2021 and recorded at Map Slide \_\_\_\_\_ of the Town of Georgia Map Records (hereinafter the “Site Plan Lots 6 & 7”) or as may be set forth in the Declaration and any amendments thereto, including but not limited to easements for utilities, stormwater drainage, septic systems and related wastewater system infrastructure.

Lots 5 are 8 are subject to and benefited by an easement for a sixty-foot-wide (60’) right-of-way and cul-de-sac, as depicted on the Plat, and known as Pleasant Valley Lane for the benefit of Lots 5 through 8 for ingress and egress. The Owners of Lots 5 through 8 shall be responsible in equal shares for the costs of the repair, improvement, maintenance, replacement, and snow removal on Pleasant Valley Lane and its cul-de-sac, including the costs for maintaining it in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire.

Lots 5, 7, and 8 are subject to an easement for a twelve-foot-wide (12’) right-of-way beginning in Lot 8 at the edge of the cul-de-sac for Pleasant Valley Lane, continuing northerly through Lots 5 and 7 to the point where the private driveways for Lots 6 and 7 begin, as depicted on the Plat, to be used as a shared private driveway for the benefit of Lots 6 and 7 for ingress and egress. The owners of Lots 6 and 7 shall be solely responsible in equal shares for the expenses associated with the maintenance, repair and replacement, and snow removal for the shared private driveway, including the costs for maintaining it in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire.

Lots 5 and 7 are subject to and benefited by an easement for a twenty-foot-wide (20’) pedestrian right-of-way beginning in Lot 5 at the northerly end of the shared right-of-way for Pleasant Valley Lane, extending along the westerly boundary line of Lot 5 and continuing along the northerly boundary line of Lot 7, as depicted on the Plat, and for the benefit of Lots 5 through 8.

Lots 5 through 8 are subject to a 150-foot-wide right-of-way easement granted to Vermont Electric Power Company dated January 22, 1958 and recorded at Volume 27, Page 268 of the Town of Georgia Land Records.

Lots 5 through 8 are subject to a supplemental right-of-way agreement and easement granted to Vermont Gas Systems, Inc., dated March 17, 2005 and recorded at Volume 175, Page 7 of the Town of Georgia Land Records.

Being the same land and premises conveyed to Jamie St. Pierre by Warranty Deed of David Juaire and Roger Juaire, dated May 4, 2017 and recorded in Volume 300, Page 74 of the Town of Georgia Land Records.

Reference is hereby made to the aforementioned instruments and records, and to the instruments and records therein contained in further aid of this description.

This property shall be commonly known as 218 Pleasant Valley Lane, Georgia, Vermont.

**TO HAVE AND TO HOLD** all said granted premises, with all the privileges and appurtenances thereof, to the said **Grantees**, \_\_\_\_\_ **and** \_\_\_\_\_, a married couple as tenants by the entirety, their heirs, executors and administrators, to their own use and behoof forever; and the said **Grantor, Jamie St. Pierre**, for himself and his heirs, executors and administrators, does covenant with the said **Grantees**, \_\_\_\_\_ **and** \_\_\_\_\_, their heirs, executors and administrators, that until the ensembling of these presents that he is the sole owner of the Land and the Improvements, and has good right and title to convey the same in manner aforesaid, that said Land and Improvements are **FREE FROM EVERY ENCUMBRANCE**; except as aforesaid and except easements and rights of way of record, provided that this paragraph shall not reinstate any such encumbrances previously extinguished by the Marketable Record Title Act, Chapter 5, Subchapter 7, Title 27, VSA; and does hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jamie St. Pierre

STATE OF VERMONT  
COUNTY OF FRANKLIN, SS.

At \_\_\_\_\_, Vermont in said County this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared Jamie St. Pierre, and he acknowledged this instrument by him sealed and subscribed to be his free act and deed.

Before me, \_\_\_\_\_  
Notary Public  
Commission Expires: 1/31/2025

**BY-LAWS  
OF  
PLEASANT VALLEY LANE HOA INC.**

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**ARTICLE I - OFFICES**

The initial office of the Corporation in the State of Vermont shall be located at 1546 Richford Road, Richford, VT 05476 and shall thereafter be the home of the Secretary of the Corporation. The Corporation may have such other offices, either within or without the State of incorporation as the Board of Directors may designate or as the business of the Corporation may from time to time require.

**ARTICLE II – MEMBERSHIP MEETINGS AND VOTING RIGHTS**

1. ANNUAL MEETING.

The annual meeting of the members shall be held in accordance with this Article and governed by 11B V.S.A., Sections 7.01 through 7.30 of the Vermont Statutes Annotated as amended for the purpose of electing a President, Secretary and Treasurer, approving a budget, and transacting such other business as may come before the meeting. Any person may hold two offices except the same person may not be President and Secretary. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

2. SPECIAL MEETINGS.

Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Secretary upon written request of any member.

3. PLACE OF MEETING.

The directors may designate any place, either within or without the State unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the dire. A Waiver of Notice signed by all members entitled to vote at a meeting may designate any place, either within or without the State unless otherwise prescribed by statute, as the place for holding such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation.

4. NOTICE OF MEETING.

Written or printed notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary or the officer of persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the lot transfer book of the Corporation, with postage thereon prepaid.

5. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE.

Whenever a member transfers the member’s lot, the member shall notify the Secretary of the transfer, and the Secretary shall record the transfer in the lot transfer book. For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof or in order to make a determination of members for any other proper purpose, the directors of the Corporation may provide that the lot transfer book shall be closed for a stated period, but not to exceed, in any case, 60 days. If the lot transfer book shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of members, such book shall be closed for at least 10 days immediately preceding such meeting. In lieu of closing the lot transfer book, the directors may fix in advance a date as the record date for any

such determination of members, such date as the record date for any determination of members, such date in any case to be not more than 60 days and, in case of a meeting of members, not less than 10 days prior to the date on which the particular action requiring such determination of members is to be taken. If the lot transfer book is not closed and no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, the date on which notice of the meeting is mailed shall be the record date from such determination of members. When a determination of members entitled to vote at any meeting of members has been made as provided in this section, such determination shall apply to any adjournment thereof.

6. MEMBER. A member is the record owner(s) of each lot 5-8.

7. VOTING LISTS.

The Secretary or other agent having charge of the lot transfer book for lots or the Corporation shall make, at least 10 days before each meeting of members, a complete list of the members entitled to vote at such meeting, or any adjournment thereof, arranged in the numerical order of the lots, with the address of each member, which list, for a period of 10 days prior to such meeting, shall be kept on file at the principal office of the Corporation and shall be subject to inspection by any member at any time the Secretary is at the official office. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting. The original lot transfer book shall be prima facie evidence as to who are the members entitled to examine such list or transfer books or to vote at the meeting of members.

8. QUORUM.

At any meeting of members, seven of the twelve members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than the said number of members are represented at a meeting, the members then present may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a minimum of three members shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. Please note that if a member owns more than one lot, such member shall be deemed to be a number of members equal to the number of lots owned by such member. If a lot is owned by more than one person, any one of those owners has the authority to represent the member.

9. PROXIES.

At all meetings of members, a member may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. Such proxy or a copy of the instrument evidencing of such attorney in fact shall be filed with the Secretary of the Corporation before or at the time of the meeting.

10. VOTING.

Each member entitled to vote in accordance with the terms and provisions of the Certificate of Incorporation and these By-Laws shall be entitled to one vote, in person or by proxy, for each lot owned by such member. Upon the demand of any member, the vote for directors and upon any question before the meeting shall be by ballot. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of the State of Vermont.

11. ORDER OF BUSINESS.

The order of business at all meetings of the members, shall be as follows:

1. Roll call.
2. Proof of Notice of Meeting or Waiver of Notice.

3. Reading of minutes of preceding meeting.
4. Reports of officers.
5. Reports of committees.
6. Election of Directors.
7. Unfinished Business.
8. New Business.

12. INFORMAL ACTION BY MEMBERS.

Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

**ARTICLE III - BOARD OF DIRECTORS**

1. GENERAL POWERS.

The business and affairs of the Corporation shall be managed by its Board of Directors. The Directors shall in all cases act as a Board, and they may adopt such rules and regulations for the conduct of their meetings, and the management of the Corporation, as they may deem proper, not inconsistent with these By-Laws of this State.

2. NUMBER, TENURE AND QUALIFICATIONS.

The number of directors of the Corporation shall be not less than three. Each director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified.

3. REGULAR MEETINGS.

A regular meeting of the directors shall be held without other notice than the notice of the annual meeting of the members immediately after and at the same place as the annual meeting of members. The directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

4. SPECIAL MEETINGS.

Special meetings of the directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.

5. NOTICE.

Notice of any special meeting shall be given at least five days previously thereto by written notice delivered personally, or by telegram or mailed to each director at the director's residential address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Such notice shall contain the place, date and time of such meeting and shall state the purpose for which the meeting is called or conveyed. No other matters than those set out in the notice can be acted upon at such meeting.

6. QUORUM.

At any meeting of the directors a majority of all directors shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

7. MANNER OF ACTING.

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

8. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual or at a special meeting of members called for that purpose.

9. REMOVAL OF DIRECTORS.

Any, or all, of the directors may be removed by vote of the members at a special meeting of members called for that purpose; provided, however, that no director can be removed by member vote if the votes cast against his removal would be sufficient to elect him or her as a director if said meeting were for the election of a director. Notwithstanding the previous sentence, any or all directors may be removed by an order of a court which finds said director or directors to be no longer capable of meeting his or her responsibilities as director, to have breached his or her fiduciary duty to the Corporation, or to be unfit to serve as director due to some other cause.

10. RESIGNATION.

A director may resign at any time by giving written notice to the Board, the President or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

11. COMPENSATION.

A Director is not entitled to compensation but is entitled to be reimbursed for expenses paid by him or her.

12. PRESUMPTION OF ASSENT.

A director of the Corporation who is present at a meeting of the directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting.

13. EXECUTIVE AND OTHER COMMITTEES.

To the extent permitted by law, the Board of Directors, by resolution adopted by all of the members of the Board of Directors, may designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

14. TELEPHONIC AND OTHER MEETING.

Members of the Board of Directors and members of any committee designated by this Board

may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such manner shall constitute presence at such meeting.

**ARTICLE IV - OFFICERS**

1. NUMBER.

The offices of the Corporation shall be a President, a Vice-President, and a Secretary/Treasurer, each of whom shall be elected by the members. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors. If there are not enough members willing to serve, the President or the Vice-President may also serve as the Secretary/Treasurer.

2. ELECTION AND TERM OF OFFICE.

The officers of the Corporation to be elected by the directors shall be elected annually at the first meeting of the directors held after such annual meeting of the members. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

3. REMOVAL.

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

5. PRESIDENT.

The President shall be the principal executive officer of the Corporation and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the Corporation. He or she shall, when present, preside at all meetings of the members and of the directors. He or she may execute, or authorize the execution of, all contracts, or other instruments which the directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the directors or by these By-Laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the directors from time to time.

6. VICE-PRESIDENT.

In the absence of the President, or in the event of his or her death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him or her by the President or by the directors.

7. SECRETARY.

The Secretary shall keep the minutes of the members' and of the directors' meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-Laws or as required, be custodian of the corporate records and of the seal of the Corporation and keep a register of the names of each member and the place of residence of each member, the number of lots held by each member and the time such member acquired a lot, and the time he or she transferred any lot, have general charge of the lot transfer books of the Corporation, procure and file in his own office certified copies of all papers required by law to be filed with the Secretary of State, except the annual report, and in general, perform all duties



incident to the office of the Secretary and such other duties as from time to time may be assigned to him or her by the President or by the directors.

8. TREASURER.

If required by the directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the director shall determine. He or she shall have charge and custody of, and be responsible for, all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever; and deposit all such moneys in the name of the Corporation in such banks or other depositories as shall be selected in accordance with these By-Laws and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the directors.

9. ASSISTANT OFFICERS.

The Board of Directors may appoint an assistant secretary and an assistant treasurer.

10. SALARIES.

A Director is not entitled to a salary but is entitled to be reimbursed for expenses paid by him or her.

**ARTICLE V - CONTRACTS, LOANS, CHECKS AND DEPOSITS**

1. CONTRACTS.

The directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

2. LOANS.

No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the members. Such authority may be general or confined to specific instances.

3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the directors.

4. DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks or other depositories as the directors may select.

**ARTICLE VI – LOT TRANSFER BOOK**

The name and address of any members, the number of the member’s lot, and date of acquisition of said lot shall be entered on the lot transfer book of the Corporation whenever the member owning said lot gives notice of transfer to the Secretary.

**ARTICLE VII - FISCAL YEAR**

The fiscal year of the Corporation shall be a calendar year.

**ARTICLE VIII - SEAL**

The directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon, the name of the Corporation, the state of incorporation, year of incorporation and the words, "Corporate Seal".

**ARTICLE IX - WAIVER OF NOTICE**

Unless otherwise provided by law, whenever any notice is required to be given to any member or director of the Corporation, under the provisions of these By-Laws or under the provisions of the Articles of Incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Appearance at a meeting without objection to the failure to receive notice shall also be deemed equivalent to due notice.

**ARTICLE X - AMENDMENTS**

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a vote of the members representing six lots when the proposed amendment has been set out in the notice of such meeting.

IN WITNESS WHEREOF, Jamie St. Pierre, the owner and developer of the Planned Community, has caused these Bylaws to be executed on the dates indicated below.

\_\_\_\_\_  
Jamie St. Pierre

STATE OF VERMONT  
FRANKLIN COUNTY, SS.

At \_\_\_\_\_ in said County this \_\_\_\_ day of August, 2023, personally appeared Jamie St. Pierre and he acknowledge this instrument, by him sealed and subscribed, to be his free act and deed.

Before me, \_\_\_\_\_

Notary Public

My Commission Expires: 1/31/2025

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF PLEASANT VALLEY LANE PLANNED COMMUNITY  
AND PLEASANT VALLEY LANE HOA INC.**

This Declaration of Covenants, Conditions, and Restrictions (hereinafter, the “Declaration”) creating Pleasant Valley Lane Planned Community is made on \_\_\_\_\_, 2023 by Jamie St. Pierre (the “Declarant”).

The Declarant is the owner and developer of real property located in Georgia, Vermont and depicted as Lots 5-8 on a plat entitled “Lands of Jamie St. Pierre Polly Hubbard Road, T.H. # 14, Georgia, Vermont Four Lot Subdivision Survey Plat” Drawing No. PL-3, sheet 1 of 1 dated March 20, 2023, last revised July 17, 2023, prepared by Bernard & Gervais, LLC, and recorded at Map Slide \_\_\_\_\_ of the Town of Georgia Land Records (hereinafter referred to as the “Plat”).

Pleasant Valley Lane Planned Community (“Planned Community”) is created as a Small Project as defined in § 1-203 of the Vermont Uniform Common Interest Ownership Act, Title 27A of the Vermont Statutes Annotated (“Act”).

The annual average common expense liability shall not exceed \$300.00, as adjusted pursuant to §1-115 of the Act. The Declarant reasonably believes in good faith that the maximum stated assessment will be sufficient to pay the expenses of the Planned Community and the assessment may not be increased above the limitation set forth above during the period of Declarant control without the consent of all Owners.

The Planned Community and this Declaration are declared as exempt from the Vermont Uniform Common Interest Ownership Act under the provisions of 27A V.S.A. § 1-203(a)(2) and are subject only to §§ 1-105 (Separate titles and taxation), 1-106 (Local ordinances, regulations, and building codes) and 1-107 (Eminent domain) of the Act.

The Declarant hereby affirms that the Lots, and any improvements and structures constructed thereon, are and shall be held, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, easements, obligations, charges, assessments, and liens hereinafter set forth and any amendments made hereto, each and all of which is and are hereby declared to be for the purpose of protecting the value and desirability of the Planned Community, are for the benefit of said Planned Community and for the benefit of each and every owner of any lot.

**Article I – Definitions**

The following words and terms, when used in this Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

- 1.1 “Allocated Interests”** means the common expense liability and votes in the Association.
- 1.2 “Association”** means the Pleasant Valley Lane HOA Inc.
- 1.3 “Bylaws”** means the duly adopted Bylaws of the Pleasant Valley Lane HOA Inc.
- 1.4 “Common Elements”** means all real property within the Planned Community (including the improvements thereto) owned or managed by the Association for the common use and enjoyment of the Owners. The common elements shall include, without limitation, any shared private road, any shared private driveway, any shared portions of the wastewater system, the stormwater system, utilities, and easement areas as set forth on the Plat.
- 1.5 “Common Expenses”** means expenditures made by or financial liabilities incurred by the Association together with any allocations to reserves.
- 1.6 “Common Expense Liability”** means the liability for common expenses allocated to each Lot pursuant to this Declaration.
- 1.7 “Declaration”** means this Declaration of Covenants, Conditions and Restrictions and all Exhibits hereto, as same may now or hereafter be amended or supplemented.
- 1.8 “Executive Board”** means the body which has the power to act on behalf of the Association.

- 1.9 **“Limited Common Element”** means a portion of the Common Elements allocated by this Declaration for the exclusive use of one or more but fewer than all of the Lots.
- 1.10 **“Planned Community”** means the Pleasant Valley Lane Planned Community created by this Declaration.
- 1.11 **“Plat”** means the plat entitled “Lands of Jamie St. Pierre Polly Hubbard Road, T.H. # 14, Georgia, Vermont Four Lot Subdivision Survey Plat” Drawing No. PL-3, sheet 1 of 1 dated March 20, 2023, last revised July 17, 2023, prepared by Bernard & Gervais, LLC, and recorded at Map Slide \_\_\_\_\_ of the Town of Georgia Land Records.
- 1.12 **“Lot or Lots”** means a physical portion of the Planned Community designated for separate ownership or occupancy, depicted as Lots 5 through 8 on the Plat, and is synonymous with Unit.
- 1.13 **“Lot Owner”** means the Declarant or other person that owns a Lot.

**Article II – Homeowners Association**

A Certificate of Incorporation was issued on June 26, 2023 for a Vermont Domestic Non-Profit Corporation to operate as a homeowners association for this Planned Community under the business name of Pleasant Valley Lane HOA Inc. (hereinafter the “Association”). Contemporaneous with the filing of this Declaration, the Declarant shall file Bylaws for the Association for recording in the Town of Georgia Land Records.

On or before the time the fourth Lot is sold, Declarant shall convey a portion of Lot 8 depicted and designated as “Total Open Space Land 4.92 acres” on the Plat to the Association.

The responsibility for the Common Elements shall be turned over the Association when the fourth Lot has been sold. Each owner of a Lot, by acceptance of a deed, shall become a member of the Association and be bound by this Declaration and the Bylaws with the same force and effect as if set forth herein at length.

**Article III – Planned Community Property**

The property consists of the lands and premises conveyed to Jamie St. Pierre by Roger Parent and Lucy Parent, Trustees of the Parent Family Trust (Declarant) by Trustee’s Deed of Roger R. Parent and Lucy C. Parent, Trustees of the Roger R. Parent Revocable Trust and Lucy C. Parent Revocable Trust dated May 8, 2015 and recorded in Book 274, Page 196 of the Town of Georgia Land Records and depicted on the Plat.

The Planned Community consists of Lots 5 through 8. Lots 6, 7, and 8 are designated for four-bedroom, single family residential use. Lot 5 is designated for three-bedroom single family residential use but is authorized to have an additional one-bedroom accessory dwelling. The Planned Community also includes the common elements, limited common elements, and easements identified in Article V below.

**Article IV – Description of Lots**

There are 4 Lots within the Planned Community, which is the maximum number of Lots permitted. The approximate locations of each Lot are depicted on the Plat. The boundaries shall consist of the lot lines as depicted on the Plat. The lower boundary of each Lot is 50 feet below the earth. The upper boundary of each Lot is 100 feet above the earth. The vertical (parametric) boundaries of each Lot are the Lots’ property boundary lines as depicted on the Plat.

**Article V– Common Elements, Limited Common Elements, and Easements**

**5.1 Common Elements.**

The Common Elements shall be all the real property and infrastructure within the Planned Community, excepting the portions of Lots 5 through 8 which are designated for separate ownership, and shall include but not be limited to the following as depicted on the Plat:

- a) a portion of Lot 8, designated as “Total Open Space Land 4.92 acres”;
- b) the 60-foot-wide shared right-of-way and cul-de-sac for ingress and egress (hereinafter “Pleasant Valley Lane”);
- c) the overhead wires and cables, underground wires and cables, utility poles, conduit, and any associated infrastructure;
- d) the 20-foot-wide pedestrian easement beginning in Lot 5 at the northerly end of the shared right-of-way for Pleasant Valley Lane, extending along the westerly boundary line of Lot 5 and continuing along the northerly boundary line of Lot 7.

**5.2 Limited Common Elements.**

The Limited Common Elements include a 12-foot-wide shared private driveway easement beginning in Lot 8 and proceeding northerly from the edge of the cul-de-sac for Pleasant Valley Lane, extending through Lot 5, and terminating in Lot 7 at the point where the individual driveways for Lots 6 and 7 begin, for the benefit and use in common by Lots 6 and 7. The shared private driveway is allocated exclusively to Lots 6 and 7.

**5.3 Easements.**

Subject to the provisions of the Declaration, every Lot Owner shall have a right and easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title of each Lot.

Every Lot Owner is hereby granted and is subject to an easement, in common with each other Lot Owner, in all the Common Elements, for ingress, egress, stormwater drainage, shared septic and wastewater systems, maintenance, repair and replacement subject to reasonable rules, regulations, and restrictions as may be imposed by the Association and as depicted on the Plat.

Each Lot Owner allocated an interest in a Limited Common Element is hereby granted and is subject to an easement, in common with each other Lot Owner allocated such interest, for ingress, egress, stormwater drainage, shared septic and wastewater systems, maintenance, repair and replacement subject to reasonable rules, regulations, and restrictions as may be imposed by the Association and as depicted on the Plat.

Every Lot Owner shall provide to the Association, their agents or employees, access through his or her Lot reasonably as is reasonably necessary for maintenance, repair or replacement of the Common Elements and Limited Common Elements.

A blanket and non-exclusive easement is hereby reserved for the Declarant in, upon, over, under, across, and through the Lots within the Planned Community for the purpose of construction of improvements and the installation, maintenance, repair and replacement of water, septic, power, telephone, pipe lines, mains, conduits, poles, transformers, drainage ditches and swales, and any and all other appurtenances, equipment, or machinery necessary or incidental to the proper functioning of any utility systems serving the Planned Community, and any improvements thereto, including any necessary right of ingress and egress to Lots and to the foregoing facilities necessary to such construction, installation, maintenance, repair, or replacement, which easements shall be for the benefit of the Declarant for so long as Declarant shall own any Lots. Should any governmental agency or utility company furnishing one of the foregoing services hereafter request a specific easement by a separate recordable instrument in connection with the furnishing of any such service, the Declarant or the Association after termination of the period of Declarant control, shall have the right to grant such easement, without payment of any consideration, provided that it does not materially interfere with the use of any Lot located in the Planned Community for residential purposes.

Every Lot Owner and his or her successors and assigns shall also have a perpetual non-exclusive easement to use and maintain all pipes, wires, ducts, cables, conduits, and public utility lines which serve their Lot and all improvements located thereon.

The Declarant, the Lot Owners and their respective successors and assigns shall have a blanket, perpetual and non-exclusive easement in common in, upon, over, under, across, and through the Planned Community for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements. No individual Lot Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Planned Community.

**Article VI – Allocated Interests**

The Allocated Interests of the Planned Community are as follows:

Unit	Common Expense Liability	Votes in the Association
<b>Lot 5</b>	<b>1/4</b>	<b>1</b>
<b>Lot 6</b>	<b>1/4</b>	<b>1</b>
<b>Lot 7</b>	<b>1/4</b>	<b>1</b>
<b>Lot 8</b>	<b>1/4</b>	<b>1</b>

**Article VII – Expense Liability**

**7.1 Responsibility and Requirements for Upkeep.**

- a) Common Elements: The Association shall be responsible for the expenses associated with the Common Elements, including but not limited to:
  - a. the repair, improvement, maintenance, replacement, and snow removal on Pleasant Valley Lane, to include the requirements that Pleasant Valley Lane and the cul-de-sac shall be maintained in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire;
  - b. the construction, improvement, maintenance, repair, and replacement of any other shared common elements, including without limitation, infrastructure and restrictions for utilities, stormwater, drainage, wastewater, water, the open space land, the pedestrian easement, the gravel wetland, other wetlands, and boulders marking wetland buffer boundaries.
- b) Limited Common Elements: The owners of Lots 6 and 7 shall be responsible in equal shares for the expenses associated with the maintenance, repair and replacement, and snow removal on the shared private driveway, to include the requirements that it shall be maintained in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire;
- c) Lots: Each Owner shall be responsible for the expenses associated with the maintenance, repair and replacement of improvements on their Lot, to include the requirement that the private driveways on each Lot shall be maintained in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire.

**7.2 Assessments and Liens.**

- a) Enforcement

Declarant or the Association or any Lot Owner may, subject to the limitations set forth herein, seek enforcement of this Declaration by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction against

any person or persons, firm, or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threatened violation or to recover damages, and against any Lot Owner to enforce any lien created by this Declaration. Failure of Declarant or the Association or any Lot Owner to enforce any covenant or restriction herein contained for a period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. In any proceeding arising because of an alleged failure of a Lot Owner to comply with the terms of this Declaration or the By-laws or any and all regulations adopted pursuant thereto, as they may be amended from time to time, the substantially prevailing party shall be entitled to recover the cost of the proceeding and such reasonable attorney's fees as may be awarded by the court.

Each Lot Owner, by the acceptance and recording of a deed or other instrument transferring title to or any interest in a Lot, whether or not it be so expressed in such deed or instrument, shall be subject to the Declaration and deemed to covenant and agree to pay to the Declarant or the Association assessments assessed in accordance with this Declaration or the By-Laws established hereunder. Assessments, together with interest (which shall accrue at the rate of 1% per month commencing on the 11<sup>th</sup> day after the due date), costs and reasonable attorney fees or collection costs shall be a lien on the Lot.

b) Assessments

1. Assessments shall be made at least annually, based on a budget adopted at least annually by the Association.
2. Except for assessments under subsections (3), (4), and (5) of this section, all Common Expenses shall be assessed against all the Lot Owners in accordance with the allocations set forth in this Declaration. The Association may charge interest on any past due assessment or portion thereof at a rate established by the Association, not exceeding the legal rate.
3. The Association may allocate expenses among Lots as follows:
  - i. A Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Lots to which that Limited Common Element is assigned, equally or in any other proportion the Declaration provides;
  - ii. A Common Expense benefiting fewer than all of the Lots may be assessed exclusively against the Lot Owner(s) benefited; and
  - iii. The cost of insurance shall be assessed in proportion to risk and the cost of utilities shall be assessed in proportion to usage.
4. If damage to a Lot or other part of the Planned Community, or if any other common expense is caused by the willful misconduct or gross negligence of any Lot Owner, guest, or invitee of a Lot Owner, the Association may, after notice and hearing, assess that expense exclusively against that Lot Owner, even if the Association maintains insurance with respect to that damage or common expense.
5. If Common Expense liabilities are reallocated, Common Expense assessments and any installment not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

c) Power to Place Liens

1. The Association has a lien on a Lot for any assessment attributable to that Lot or fines imposed against the Lot Owner. Reasonable attorney fees and costs, other fees, charges, late charges, fines, and, and any other sums due to the Association under this Declaration, or as a result of an administrative, arbitration, mediation, or judicial decision, are enforceable in the same manner as unpaid assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due.

2. A lien under this section is prior to all other liens and encumbrances on a Lot except:
  - i. liens and encumbrances recorded before the recordation of the Declaration; and
  - ii. except as otherwise provided in subsection (c) of this section, a first mortgage or deed of trust on the Lot recorded before the date on which the assessment to be enforced became delinquent; and
  - iii. liens for real estate taxes and other governmental assessments or charges against the Lot.
3. A lien under this section is also prior to all security interests described in subdivision (b)(2) of this section to the extent of the Common Expense assessments based on the periodic budget adopted by the Association which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce the lien. Subsections (2) and (3) of this section do not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association. A lien under this section is not subject to the provisions of 27 V.S.A. Chapter 3.
4. Recording this Declaration constitutes record notice and perfection of the lien. No further recording of any claim or lien for assessment under this section is required.
5. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due.
6. This section does not prohibit an action against Lot Owners to recover sums for which subsection (a) of this section creates a lien or the Association from taking a deed in lieu of foreclosure.
7. A judgment or decree in any action brought under this section shall include an award of costs and reasonable attorney fees to the substantially prevailing party.
8. The Association, upon request made in a record, shall furnish to a Lot Owner a statement of the amount of unpaid assessments against that Lot. If the Lot Owner's interest is real estate, the statement shall be recordable. The statement shall be provided within 10 business days after receipt of the request and is binding on the Association, the executive board, and every Lot Owner.
9. The Association's lien may be foreclosed pursuant to 12 V.S.A. chapter 172 and any applicable provisions of the Declaration. The Association shall give the notice required by statute, or if there is no such requirement, reasonable notice of its action to all lienholders of the Lot whose interest would be affected.
10. A Lot Owner is not exempt from liability for payment of common expenses by a waiver of the use or enjoyment of any of the common elements or by abandonment of the Lot.
11. In an action by the Association to collect assessments or to foreclose a lien on a Lot under this section, the court may appoint a receiver to collect all sums alleged to be due and owing from a Lot Owner before commencement or during pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during pendency of the action to the extent of the Association's common expense assessments based on a periodic budget adopted by the Association.
12. An Association may not commence an action to foreclose a lien on a Lot under this section unless:
  - i. the Lot Owner, at the time the action is commenced, owes a sum equal to at least three months of common expense assessments based on the periodic budget last adopted by the Association and the Lot Owner has failed to accept or comply with a payment plan offered by the Association; and



ii. the executive board votes to commence a foreclosure action specifically against that Lot.

13. Unless the parties otherwise agree, the Association shall apply any sums paid by Lot Owners that are delinquent in paying assessments in the following order:

- i. unpaid assessments;
- ii. late charges;
- iii. reasonable attorney fees and costs and other reasonable collection charges; and
- iv. all other unpaid fees, charges, fines, penalties, interest, and late charges.

14. Notwithstanding subsection (a) of this section, unless sums due the Association include an unpaid assessment, a foreclosure action may not be commenced against a Lot Owner unless the Association has a judgment against the Lot Owner for the sums due the Association and has perfected a judgment lien against the Lot.

**ARTICLE VIII - RESTRICTIONS AND REQUIREMENTS**

**Lots 5-8 Restrictions and Requirements Related to Use & Improvements**

a) The portion of Lot 8 identified on the Plat as “Total Open Space Land 4.92 Acres” (hereinafter the “Open Space Land”) is designated as a "Right to Farm Covenant." The Open Space Land shall be available for present and future agricultural use. No further development or subdivision of the Open Space Land shall be permitted. The following "Right to Farm Covenant” shall be included in any Declaration and in each deed of conveyance for any Lot in the Planned Community, as follows:

“Notice is given of the existence of preserved agricultural lands located on Lot 8 and identified as ‘Total Open Space Land 4.92 Acres’ (hereinafter the ‘Open Space Land’) on the Plat and in the vicinity of the Lot or Lots conveyed herein. No further development or subdivision of the Open Space Land shall be permitted. The Open Space Land is subject to a Right to Farm Covenant, which may include current and future agricultural operations such as, without limitation, plowing, planting, fertilizing, spraying and the use of agricultural chemicals, pesticides and herbicides in the course of cultivating, harvesting, storing and transporting agricultural products, and the raising, feeding and management of livestock. Consistent with this notice, the Lot or Lots are conveyed subject to a perpetual easement for any noise, odors, dust and/or byproducts and impacts that may occur in the course of conducting accepted agricultural and best-management practices on nearby agricultural lands. Grantees, by the acceptance of this deed, waive any objection to impacts arising from any existing and future use of the Open Space Land on Lot 8 in compliance with Required Agricultural Practice Rules promulgated by the State of Vermont Agency of Natural Resources and consistent with accepted agricultural and best-management practices, and acknowledge that any such existing and future agricultural activities do not constitute a nuisance or a trespass.”

b) All uses and improvements thereto are subject to and shall comply with all laws, orders, and regulations which may from time to time be applicable, including without limitation the zoning and land use regulations now in effect or hereafter amended or adopted for the Town of Georgia, the Development Review Board’s “Decision and Findings of Fact for Preliminary Plat Review,” dated May 2, 2023 and recorded at Volume 390, Page 296 of the Town of Georgia Land Records, and any amendments thereto, which are incorporated herein by reference and made a part hereof as if they were more fully set forth in this Declaration.

c) Each Lot, with the exception of the Right to Farm Covenant on the Open Space Land on Lot 8, shall be used solely for residential purposes and no trade or business shall be permitted except home occupations as permitted by the zoning and land use regulations now in effect or hereafter amended or adopted for the Town of Georgia. The Declarant reserves the right to maintain signs and sales material at the Planned Community until such time as all of the Lots have been sold.

d) Lots 6, 7, and 8 are permitted as 4-bedroom single family dwelling units. Lot 5 is permitted as a 3-bedroom single family dwelling unit with a 1-bedroom accessory dwelling unit.

e) No trees shall be cut outside of the building envelopes depicted on the Plat other than those that are dead or diseased and those that are required to be cut to construct or maintain infrastructure.

f) No Lot shall be used or maintained in a manner which shall interfere with the comfort or convenience or occupants of other Lots.

g) No Lot Owner shall obstruct any of the Common Elements or Limited Common Elements nor shall any Lot Owner store anything upon the Common Elements or Limited Common Elements without the approval of the Association.

h) No Lot Owner may maintain a mobile home on any Lot except that properly registered travel trailers, campers and so-called recreational vehicles may be stored on the Lot.

i) Except for the uses permitted in the Right to Farm Covenant on the Open Space Land on Lot 8, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; however, dogs (except wolf hybrids, constantly barking dogs or dogs running loose), cats and other household pets may be kept on the Lot so long as they are not kept, bred or maintained for commercial purposes and are controlled by their owners so as not to cause an annoyance or nuisance to other Owners in the Planned Community.

j) No Lot may be subdivided and only single family homes consistent with subparagraph d) above (together with so-called accessory dwelling units as permitted by the Town of Georgia zoning and land use regulations now in effect or hereafter amended or adopted) shall be constructed.

k) Residences, garages, grading and landscaping shall be completed on each Lot within one (1) year from the date of starting construction.

l) Without limitation, the following shall be prohibited: Vicious, dangerous, offensive or unduly noisy uses; those uses constituting a nuisance; dumpsters; windmills, radio antennas, and elevated storage tanks visible from the road; outside wood-burning furnaces, and operation of dirt bikes.

m) No snowmobiles or multi-terrain vehicles of any kind shall be used or operated in any way on any Lot or on the Common Elements or Limited Common Elements except to travel into or out of the Planned Community. All speed limit and safety precautions will be adhered to.

n) Properly designed fences of wood, stone or other masonry, shrubbery, hedges and trees, may be incorporated for general landscaping on a Lot provided that they do not unduly obstruct views from other Lots.

o) All buildings and landscaped grounds, including without limitation the boulders marking the pedestrian easement and wetland buffers as depicted on the Plat, on any Lot shall be maintained and kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals. However, no mowing shall be allowed on any wetlands areas depicted on the Plat.

p) The wetland areas and gravel wetland area depicted on the Plat shall not be disturbed or altered in any way.

q) No rubbish, trash, garbage or other waste material shall be kept or permitted on any Lot except in sanitary containers located in appropriate areas concealed from the road.

- r) No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence, either temporarily or permanently.
- s) There shall be no more than one unregistered vehicle on any Lot at any one time. No junk automobiles or parts of automobiles, appliances or other similar items of refuge or of a salvageable nature shall be stored on a Lot at any time.
- t) The use of firearms or explosives in the Planned Community is prohibited except as required for construction work duly authorized by the Declarant.
- u) Pleasant Valley Lane and the cul-de-sac shall be maintained in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire.
- v) The shared private driveway for Lots 6 and 7 shall be maintained in a manner to provide a solid roadway of sufficient width, which shall kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire.
- w) The private driveways for Lots 5 through 8 shall be maintained in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire.
- x) Lot 8 is subject to a wastewater system access easement over Pleasant Valley Lane and continuing northerly to the "Proposed Area of Access for Lot 4," as depicted on the Plat, for the benefit of the abutting Lot 4, now or formerly owned by Benjamin and Michelle LeClair as conveyed by the Warranty Deed recorded in Volume 325, Page 316 of the Town of Georgia Land Records. The costs for the construction, maintenance, repair and replacement and snow removal for the access easement and necessary culvert shall be the responsibility of the owners of Lot 4.

**Article IX – Alteration and Termination**

**9.1 Amendment of Declaration.**

- a) This Declaration, including any plats and plans, may be amended only by vote or agreement of a majority of the Lot Owners. For so long as the Declarant owns a Lot, no amendment shall be effective unless signed by the Declarant.
- b) No action to challenge the validity of an amendment adopted by the Association pursuant to this section may be brought more than one year after the amendment is recorded.
- c) Every amendment to the Declaration shall be prepared, executed and the original or certified copy recorded in the Town Georgia Land Records, and is effective only upon recording. An amendment shall be indexed in the grantee's index in the name of the Planned Community and the Association, and in the grantor's index in the name of the parties executing the amendment.
- d) No amendment may create or increase special Declarant rights, increase the number of Lots, change the boundaries of any Lot, or change the Allocated Interests, or the uses to which any Lot is restricted, in the absence of unanimous consent of the Lot Owners.
- e) Amendments to the Declaration required to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.
- f) An amendment to the Declaration may prohibit or materially restrict the permitted uses of or behavior in or on a Lot or the number or other qualifications of persons

who may occupy Lots only by unanimous vote or agreement of all Lot Owners. An amendment approved under this subsection must provide reasonable protection for a use or occupancy permitted at the time the amendment was adopted.

- g) The Declarant may amend the Declaration without the consent of any Lot Owner, prior to the sale by the Declarant of the fourth of the Lots. The Declarant may amend the Declaration without the consent of the Lot Owners, after the sale by the Declarant of the fourth Lot in order to comply with any provision of law; any such amendment shall be reduced to writing and executed by the Declarant, shall recite the law which requires the amendment, and shall be recorded in the Town of Georgia Land Records. Such amendment shall be effective upon recording.
- h) No amendment which alters this Declaration in any manner which would render it contrary to or inconsistent with any requirements or provisions of any law or any permit or approval granted in connection with the development of the Planned Community shall be valid.

**9.2 Termination.**

- a) Except in the case of a taking of all Lots by eminent domain or in the case of a catastrophe, the Planned Community may be terminated only by unanimous vote of all Lot Owners.

**ARTICLE X - GENERAL PROVISIONS**

**10.1 Waiver**

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**10.2 Invalidity**

If any provision of this Declaration is held invalid, the invalidity thereof shall not affect other provisions of this Declaration which can be given effect without the invalid provisions.

**10.3 Declarant May Assign**

Declarant may assign his rights and responsibilities under this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jamie St. Pierre

STATE OF VERMONT  
FRANKLIN COUNTY, SS.

At \_\_\_\_\_ in said County this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared Jamie St. Pierre, and he acknowledged this instrument by him sealed and subscribed to be his free act and deed.

Before me, \_\_\_\_\_  
Notary Public  
My Commission Expires: 1/31/2025  
Commission Number: \_\_\_\_\_



# DRB MEETING

Tuesday, August 15, 2023 at 7:00 PM

Chris Letourneau Meeting Room and via Zoom

## MINUTES

### Zoom Details:

<https://us02web.zoom.us/j/6165843896?pwd=STduU2JzTmpiVmE1MXZSaWZWLzVadz09>

Meeting ID: 616 584 3896 | Passcode: 5243524

Dial by your Location: 1 929 205 6099 (New York)

### 1. CALL TO ORDER - 7:00 PM

#### BOARD PRESENT

- Chair Suzanna Brown
- Vice Chair James Powell
- Charles Cross
- Greg Drew
- Gilles Rainville
- Glenn Sjoblom

#### BOARD ABSENT

- Lisa Faure

#### STAFF PRESENT

- Kollene Caspers, Zoning Clerk
- Doug Bergstrom, Zoning Administrator

#### INTERESTED PERSONS OF RECORD

- Luke Willey
- Jake Smith
- Aaron O'Grady

#### PUBLIC PRESENT

- Lorie Bachand
- Heather & Fred Grimm
- Annette Villani
- Scott MacArt
- Bruce Leo

**2. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA**

Review and Sign Decision Letter SK-005-23

**3. PUBLIC HEARINGS**

- A. Preliminary Plat Review (PR-002-23) for Cline Road, LLC for a 15 Lot, 14 Unit Planned Unit Development (PUD) at Cline Road and Horseshoe Barn Road, Parcel ID# 102130000, AR-1 Zoning district.
  - S. Brown swore in Applicants and related parties, Luke Willey, Engineer, Ruggiano Engineering; Jake Smith read specifics about the project, Engineer and Applicant said there were no changes to the project from what the DRB is presenting.
  - Site Plan will include specifics for setbacks, any waivers needed depending on the Development Regulations for a PUD in the AR-1 Zoning district. Also, the 60-foot Right-of-Way (ROW) will need a Waiver request for road frontage to create the new road. This will be the road frontage amount.
  - G. Drew voiced questions about septic system, which Applicant explained in the map information. 3 wastewater systems, some shared. All 14 houses will have shared septic systems.
  - Open Space for PUD is contiguous throughout the neighborhood, wetland doesn't count, so the +- 19.42 acres is more than the 20 % mandated Open Space for a PUD. Open Space will be owned by the Applicant. The C-2 map examined for additional information about the open space.
  - L. Willy explained the proposed road will be a 24 ft wide paved road. Each lot will have individual drilled wells with shared septic, pumped collectively down the hill. This will require stormwater design still TBD and will require the requisite permits. They will also work with Wetlands permits for impacts near the entrance. This project will require an Act 250 permit, which Applicant will begin once Final Plat is approved by the DRB.
  - Questions about the road and the ledge, will road need to be blasted or filled? The ledge is very "fingery" and in between the fingers is developable land. This is figured into the plans already; preliminary road profiles have been made.
  - Road will be swaled and there will be driveway culverts, but no culverts needed for road. Barn is on Lot 2. Map C-2 shows the "island" and the road will run to the right of the island. The island will be kept in the design as much as they are able to incorporate without moving proposed road.
  - Abutter concerns about swales to the property lines and how they will affect the abutting properties, specifically water run-off. Map C-3 explains the retention pond and swales, which will be about 5 feet from abutter property line and may break up the privacy level.
  - Question about property line and if landscaping can be incorporated into the design for abutting properties. S. Brown explained landscaping is usually incorporated into the final plat review for privacy and screening. The road cannot be moved, as it will impact the wetlands. Abutters strongly advocating for cedar trees, other all-season screening for both privacy and light pollution. Applicant offered to plant the landscaping on abutting property for the Abutter to maintain in the future. Cedars and willow trees would work for landscaping and work well

for the wetlands or replace what will be removed during construction. Plantings close to the roads for more screening in the entrance exit area as well as Lots 1 and 2. The applicant will present a landscaping plan during Final Plat.

- Lot 5 and trail access to Falls Road near the 20-foot easement. The easement may need to be moved to ensure that access can be made through the property lines to get access to Falls Road. Intention is to have a ROW to get access to resident property as well as Town ROW to Falls Road. Question about ledges, ridges and ability to put ROW through 2 yards.

- L. Willey asked if there an easement shifted to the other side of Lot 5, this will help town to gain access to Falls Road, but there is a separate issue for abutting property access. Or easement for future ROW for trail development, uncertain how that will look like. Also, it is possible to change Lot 5 configuration to include some Open Space acreage and make access to the easement part of the Open Space. Another option to have 2 separate easements, one for abutter and one for the Town of Georgia.

- Lot 15 questions, will it be developed in the future? The applicant explained most of Lot 15 can be purposed for agriculture, but because of wetlands will not be developed in the near future. With current Town of Georgia Development Regulations based on density, and not being able to use the wetlands, it is currently not feasible to develop. No plans at this time for any drainage tiles.

- Electric/utility lines will be 1 or 2 poles but mostly be underground.

- Act 250 permit will examine the waste system and how close it may be to area waterways.

- No retention ponds, any storm runoff, etc. will go into the wetlands. Referred to map C-3 for stormwater. These plans are still in the preliminary phase and Applicant will work with Wetlands professionals to determine what is best for the area.

- Full boundary survey is currently in process; the applicant is not relying on past surveys. Abutter is requesting pins put into the eastern borders before final approval and mylar is filed. Applicant reminded Abutters they can have their own survies completed or have pins put in if they didn't trust the survey completed by Applicant. There are 5 days to appeal before mylar is signed.

- Abutter concerned with Mill River Road and bridge/ road weight limits, will this affect the bridges and roads with heavy trucks and equipment in excess of the State mandated post of 24,000 pounds allowed? Local farm vehicles, fire trucks, and other vehicles are already maxing out the State mandated weight limits. Bridge will be replaced, has been on the list for a few years.

- No sidewalks are necessary for this zoning district but may change in the future with future development. 20 foot easement for future sidewalks? May be necessary to connect and future housing developments.

- A site visit was scheduled for Friday August 18th at 5:00 pm to understand the corner property and easement concerns. There will be a Continuance until the April 5th DRB meeting.

Motion to continue the hearing until September 5, 2023, made at 9:05 p.m.

Motion made by Rainville, Seconded by Cross.  
Voting Yea: Chair Brown, Vice Chair Powell, Cross, Drew, Rainville, Sjoblom

**4. APPROVAL OF MINUTES**

A. DRB Meeting Minutes

Minutes from DRB Meeting 07/18/2023 approved with no changes.

Motion made by Rainville, Seconded by Sjoblom.  
Voting Yea: Vice Chair Powell, Cross, Drew, Rainville, Sjoblom  
Voting Abstaining: Chair Brown

**5. OTHER BUSINESS**

Sign decision letter for SK-005-23  
Minor changes were made to the decision letter and motion to approve.  
Motion made by Sjoblom, Seconded by Cross.  
Voting Yea: Chair Brown, Vice Chair Powell, Cross, Drew, Rainville, Sjoblom

**6. PLAN NEXT MEETING AGENDA**

A. 09/05/2023  
For the next meeting, PR-002-23 Continuance on the Agenda first to discuss site visit, recommendations and motion to close Public Hearing. Final Plat Review (FP-002-23) for St. Pierre.

**7. DELIBERATIONS**

Motion at 9:25 pm to enter Deliberative Session.  
Motion made by Cross, Seconded by Rainville.  
Voting Yea: Chair Brown, Vice Chair Powell, Cross, Drew, Rainville, Sjoblom  
Motion at 10:05 pm to exit Deliberative Session.  
Motion made by Rainville, Seconded by Drew.  
Voting Yea: Chair Brown, Vice Chair Powell, Cross, Drew, Rainville, Sjoblom

**8. ADJOURN**

Motion to close DRB meeting at 10:10 pm



Motion made by Drew, Seconded by Rainville.  
Voting Yea: Chair Brown, Vice Chair Powell, Cross, Drew, Rainville, Sjoblom

**Posted to the Town website and the Town of Georgia Municiple Office**

**Signed: Douglas Bergstrom, Zoning Administrator, DRB Coordinator**

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DRAFT