LaRose Surveys

Land Surveyors – Boundary Consultants
Water & Wastewater System Designers
P.O. Box 388 – 25A West Street
Bristol, Vermont 05443

Ronald L. LaRose, L.S.

Kevin R. LaRose, L.S.

February 3, 2023

INDEX TO DRB PACKET:

1. Index to DRB Packet

2. DRB Application for Subdivision of Land

3. Rose Torrey authorization letter for Ron LaRose, LS to represent her

4. Narrative describing the 3-lot subdivision

5. Tax Map #6 depicting the property to be subdivided

6. Warranty Deed from M. Hartley MacFadden to Rose Torrey, Trustee of the M. Hartley MacFadden Trust

7. List of abutting landowners, last two are on westerly side of VT Route 30

8. Certification letter from Benjamin Putnam, Esq.

9. Road Maintenance Agreement from Benjamin Putnam, Esq.

10. Copy of subdivision survey

11. Narrative on the Water and Wastewater Disposal Systems

12. Landowner Signature Sheet submitted for Wastewater Permit

13. Sheet 1 and 2 of the Wastewater design plans submitted for Wastewater Permit

TOWN OF CORNWALL
DEVELOPMENT REVIEW BOARD
APPLICATION FOR SUBDIVISION OF LAND
(Please type or print legibly)

1. Applicant Rose Torrey, Trustee of M. Hartley MacFadden Trust

   Address 1559 Birch Hill Road, Brandon, VT 05733

   Phone No 802-345-6873 802-247-1425 Email Address rosetorrey@gmail.com

   If Corporation, name of Representative N/A

   Is this a Corporation registered in Vermont? N/A

2. Name of Record Owner Rose Torrey, Trustee of M. Hartley MacFadden Trust

   Address 1559 Birch Hill Road, Brandon, VT 05733

   Phone No 802-345-6873 802-247-1425 Email Address rosetorrey@gmail.com

   If Corporation, name of Representative N/A

   Is this Corporation registered in Vermont? N/A

3. Names of Advisors and their professional area:

   Ron La Rose, LS - LaRose Surveys P.C.
   Surveying, Wastewater Permitting

4. Name of Subdivision Rose Torrey, Trustee of M. Hartley MacFadden Trust

5. Location of Subdivision 625 VT Route 30

6. Acreage of Subdivision 17.33

   Acreage of Owner's adjoining property N/A

   Acreage of Owner's Cornwall property not adjoining N/A

   Acreage of property under option N/A

TOWN OF CORNWALL
DEVELOPMENT REVIEW BOARD
APPLICATION FOR SUBDIVISION OF LAND

7. Property deeds recorded in Town of Cornwall records. (May be found at Town Clerk's office. Contact Clerk for assistance.)

Date 7/6/84 Book 30 Page 420

Date 3/12/21 Book 90 Page 246

Date 8/25/22 Book 93 Page 103

8. Brief description of size and type of Subdivision:

3-lot subdivision, Lot 1-8.88 acres w/existing house, Lot 2-4.31 acres Lot 3-4.14 acres, property located in MDR & LDR Zoning Districts

9. What other local, state, or regional approvals are being applied for?

State of VT Wastewater Permit

10. Signature of Applicant Ronald LaPan, LS for Rose Torrey

Date 2/3/23

Please attach:

- **Deed.**
- **A copy of any survey of the property.**
- **A copy of the Tax Map marking the subject parcel and the parcels of adjacent owners.**
- **A complete list of the names and addresses of adjacent landowners.**
- **Any and all additional materials and information required by the applicable regulations.**

Reminder – Only complete applications will be forwarded to the DRB for scheduling.

***Please note*: The DRB may ask for additional information.**

Form updated November 2022

November 5, 2022

To: Ron LaRose

Cornwall DRB

Re: Revocable Trust for Margaret H. Macfadden

I am writing in regards to the trust for Margaret H. Macfadden.

I am the appointed trustee acting on Ms. Macfaddens behalf.

I approve of the 3 lot division and all the mandates included with the subdivision.

I give permission for Ron LaRose and or the Cornwall DRB to proceed with

Finalizing this lot subdivision in whatever way is needed.

If you need further clarification please contact me at 802-345-6873 or 802-247-1425.

Thank You

Rose Torrey

1559 Birch Hill Rd

Brandon, Vt. 05733

LaRose Surveys

Land Surveyors – Boundary Consultants
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P.O. Box 388 – 25A West Street
Bristol, Vermont 05443

Ronald L. LaRose, L.S. Kevin R. LaRose, L.S.

February 3, 2023

Town of Cornwall
Attn: DRB
Cornwall, VT

Re: MacFadden 3-Lot Subdivision

Cornwall DRB:

This project consists of three lots: Lot 1 – 8.88 acres with the existing house; Lot 2 – 4.31 acres to be developed; and Lot 3 – 4.14 acres to be developed. The total area to be subdivided equals 17.33 acres.

All three lots will be accessed from Vermont Route 30 using Bardon Drive, which is an existing driveway that presently accesses the Lot 1 existing house and the Palmer residence.

Utilities for Lots 2 and 3 will be from existing utilities along Vermont Route 30 installed underground running down Bardon Drive to the proposed building sites.

Lots 2 and 3 will be supported by pressurized mound-type septic systems and each lot will have its own drilled well. The existing house (Lot 1) is supported by a conventional septic system and its own drilled well. Part of the State of Vermont Wastewater Permit packet, a septic replacement site for Lot 1 has been identified.

This subdivision complies with the Cornwall Zoning Regulations.

This subdivision and associated infrastructure has been designed to minimize impacts to natural resources. The house sites and septic sites have been placed in open areas to minimize impacts on the woods.

All three lots are designed for single family residences. Each home will have mowed areas around them with landscaping décor being left up to the new homeowners.

There are no deer wintering areas on the property per the State of Vermont ANR Atlas, and there are no known threatened or endangered species on the property per the State of Vermont ANR Atlas.

There is no homeowners' association, but there is a proposed Road Maintenance Agreement.

Ron LaRose, LS

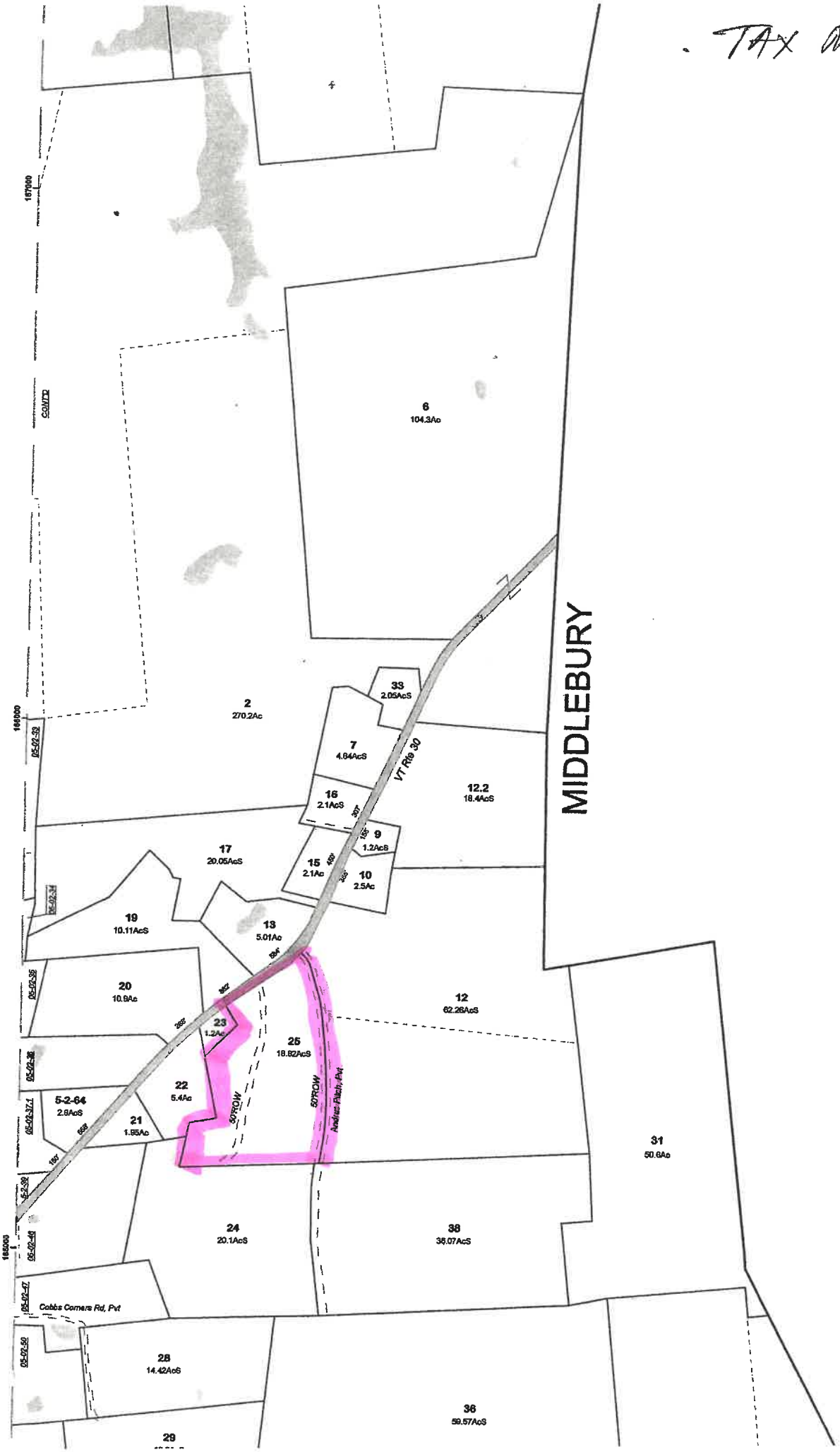
LaRose Surveys, PC

Land Surveying ♦ Topographical Surveys ♦ State & Local Permitting ♦ Septic Design ♦ Land Use Planning

p 802.453.3818
f 802.329.2138

www.larosesurveys.com
info@larosesurveys.com

TAX MAP #6


MIDDLEBURY
VT Rte 30
6
104.3Ac
2
270.2Ac
33
2.05AcS
7
4.84AcS
16
2.1AcS
12.2
18.4AcS
9
1.2AcS
15
2.1Ac
10
2.5Ac
17
20.05AcS
19
10.11AcS
13
5.01Ac
20
10.9Ac
23
1.2Ac
25
18.82AcS
12
62.26AcS
22
5.4Ac
5-2-64
2.6AcS
21
1.85Ac
50'ROW
Andrus Pitch, Pvt
31
50.6Ac
24
20.1AcS
38
38.07AcS
Cobbs Corners Rd, Pvt
28
14.42AcS
36
59.57AcS
29
05-02-33
05-02-34
05-02-35
05-02-36
05-02-37.1
5-2-38
05-02-46
05-02-47
05-02-50
167000
166000
165000

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that I, **M. Hartley MacFadden**, unmarried, of Cornwall, Vermont, Grantor, in the consideration of TEN OR MORE DOLLARS paid to my full satisfaction by **Rose Torrey, Trustee of the M. Hartley MacFadden Trust**, of Brandon, Vermont, Grantee, by these presents do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, **Rose Torrey, Trustee of the M. Hartley MacFadden Trust**, her successors and assigns forever, certain lands and premises in Cornwall, in the County of Addison and State of Vermont (hereinafter the "property"), described as follows, viz:

Being all of the Grantor's remaining lands and premises located in Cornwall, Vermont, consisting of 17.33 acres of land, more or less, with a residence and all other improvements thereon. The property consists of the Grantor's remaining portion of the lands and premises conveyed to her by the following instruments:

1. Quitclaim Deed of Robert MacFadden to M. Hartley MacFadden, dated June 1, 1982, and recorded in Book 29 at Page 222 of the Cornwall Land Records;

2. Executrix's Deed of M. Hartley MacFadden, Executrix of the Estate of Barbara A. MacFadden, to M. Hartley MacFadden, dated June 8, 1982, and recorded in Book 29 at Page 227 of the Cornwall Land Records;

3. Decree of Distribution in the Estate of Barbara A. MacFadden, dated September 14, 1982, and recorded in Book 29 at Page 220 of the Cornwall Land Records;

4. Warranty Deed of Merritt C. Chandler and Ruth B. Chandler to M. Hartley MacFadden, dated May 2, 1983, and recorded in Book 29 at Page 442 of the Cornwall Land Records;

5. Executrix's Deed of M. Hartley MacFadden, Executrix of the Estate of Barbara A. MacFadden, to M. Hartley MacFadden, dated July 6, 1984, and recorded in Book 30 at Page 420 of the Cornwall Land Records; and

6. Warranty Deed of F. Peter Demong and Mary Ann P. Demong to M. Hartley MacFadden, dated March 12, 2021, and recorded in Book 90 at Page 246 of the Cornwall Land Records.

Excepting and reserving the lands, premises, and easements described in the following instruments:

1. Warranty Deed of M. Hartley MacFadden to Merritt C. Chandler and Ruth B. Chandler, dated May 2, 1983, and recorded in Book 29 at Page 445 of the Cornwall Land Records (conveying a 50' wide right of way);

2. Easement Deed of M. Hartley MacFadden to Richard H. Wheeler and Barbara H. Hammerlind, dated October 15, 2008, and recorded in Book 67 at Page 373 of the Cornwall Land Records (conveying a septic easement);

PUTNAM & MENARD, PLC
ATTORNEYS AT LAW
ONE CROSS STREET
MIDDLEBURY, VERMONT
05753-1445
(802) 388-7966
www.pmlawvt.com

3. Warranty Deed of M. Hartley MacFadden to F. Peter Demong and Mary Ann P. Demong, dated March 12, 2021, and recorded in Book 90 at Page 239 of the Cornwall Land Records (conveying 29.12 acres, more or less).

The property is **subject to** and **benefited by** permits, easements, rights of way, restrictive covenants, and road maintenance obligations as set forth in the above-referenced instruments and as otherwise appear of record, provided that nothing in this paragraph shall reinstate encumbrances previously extinguished by the Vermont Marketable Record Title Act.

The property is further **subject to** two mortgage deeds, both dated November 1, 2018, and recorded in Book 85 at Page 246 and Book 85 at Page 263 of the Cornwall Land Records.

Reference is hereby made to said instruments and their records and to all prior instruments and their records for a further and more complete description of the lands and premises herein conveyed.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **Rose Torrey, Trustee of the M. Hartley MacFadden Trust**, her successors and assigns, to their own use and behoof forever;

And I, the said Grantor, **M. Hartley MacFadden**, for myself and my heirs and assigns, do covenant with the said Grantee, her successors and assigns, that until the ensealing of these presents I am the sole owners of the premises and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; except as aforesaid. And I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, I have set my hand and seal this 25th day of August, 2022.

M. Hartley MacFadden

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me on August 25, 2022, by M. Hartley MacFadden.

Notary Public

Benjamin William Putnam
NOTARY PUBLIC
State of Vermont
Commission # 0000590
My Commission Expires
January 31, 2023

PUTNAM & MENARD, PLC
ATTORNEYS AT LAW
ONE CROSS STREET
MIDDLEBURY, VERMONT
05753-1445
(802) 388-7966
www.pmlawvt.com

Cornwall Town Clerk's Office
received for record September 6, 2022
at 1:10 p. **m. Recorded in Book** 93
page 103-104 **of Cornwall Land Records,**
Attest: _____ **Clerk**

LaRose Surveys

Land Surveyors – Boundary Consultants
Water & Wastewater System Designers
P.O. Box 388 – 25A West Street
Bristol, Vermont 05443

Ronald L. LaRose, L.S.

Kevin R. LaRose, L.S.

February 3, 2023

Abutters to the MacFadden Property:

Peter Demong
PO Box 70
Middlebury, VT 05753
27 Andrus Pitch

Jeffrey Dunham
PO Box 814
Middlebury, VT 05753
273 Andrus Pitch

Michael Palmer
PO Box 7
Middlebury, VT 05753
627 Route 30

Salvatore Francia
143 Ridge Road
Hamden, CT 06517
761 Route 30

Estate of Richard Wheeler & Barbara Hammerlind
C/o Austin Wheeler
785 Derry down Way
Decatur, GA 30030

Timothy Blumenthal
656 Route 30
Cornwall, VT 05753

Jeffrey Murawski & Abbey Pope
560 Route 30
Cornwall, VT 05753

PUTNAM & MENARD, PLC
ATTORNEYS AT LAW

BENJAMIN W. PUTNAM, ESQ.
AMY R. MENARD, ESQ.
JUDSON E. HESCOCK, ESQ.

February 2, 2023

Barbara Greenwood, Chair
Development Review Board
Town of Cornwall
2629 Route 30
Cornwall, VT 05753

Re: MacFadden Subdivision (DRB #22-002)

Dear Ms. Greenwood:

This office represents the M. Hartley MacFadden Trust, the applicant in the above matter. I am writing to provide the certification requested in condition #4 of the DRB's preliminary subdivision approval.

Based on our review of the title to the MacFadden property, we have identified three easements benefiting other landowners. The three easements, all of which are depicted on the preliminary subdivision plat, consist of the following:

1. A 50' wide easement along the private roadway known as Bardon Drive, serving lands of Michael and Gisela Palmer. This roadway will also serve as the means of access from Route 30 to Lots 1, 2, and 3. As one of the conditions of the subdivision approval, the MacFadden Trust will enter into a road maintenance agreement allocating responsibility for maintenance expenses of Bardon Drive. The deeds to Lots 1, 2, and 3 of the subdivision will convey the lots subject to the easement and the road maintenance agreement.

2. An easement following the private roadway known as Andrus Pitch and serving the owners of several parcels to the east and southeast of the MacFadden property. This easement is 50' in width, of which a 25' wide strip is located on the MacFadden property. The deeds to Lots 1 and 2 of the subdivision will convey the lots subject to this easement. Since the lots of the MacFadden subdivision will be accessed solely from Bardon Drive rather than using Andrus Pitch, they will not share in the costs of road maintenance for Andrus Pitch and will not be parties to any road maintenance agreement involving this easement.

3. A septic system easement benefiting the adjoining Wheeler & Hammerlind Living Trust parcel. This easement is located entirely on Lot 2 of the subdivision. The deed to Lot 2 will convey the lot subject to this easement. The wastewater design for the subdivision will take this existing easement into account so as to avoid interfering with the rights of the Wheeler/Hammerlind property.

ONE CROSS STREET, MIDDLEBURY, VERMONT 05753 PMLAWVT.COM TEL 802.388.7966 FAX 802.388.9713

Based on the above, I am able to certify that to the best of my knowledge and belief, the subdivision as proposed by the M. Hartley MacFadden Trust will not violate or interfere with any easements or other property rights of record belonging to abutting property owners or third parties.

If you have any questions, please feel free to contact me.

Sincerely,

Benjamin W. Putnam, Esq.
benj@pmlawvt.com

BWP/ll

EASEMENT AND ROAD MAINTENANCE AGREEMENT

This Agreement is entered into effective the ____ day of _____, 2023, between **Rose Torrey, Trustee of the M. Hartley MacFadden Trust**, of Brandon, Vermont ("MacFadden"), and **Michael P. Palmer and Gisela Palmer**, of Cornwall, Vermont ("Palmer").

Background

A. MacFadden owns 17.33 acres, more or less, located on the southeasterly side of Vermont Route 30 in Cornwall, Vermont (the "MacFadden Property"). The MacFadden Property is all and the same lands and premises described in the Warranty Deed of M. Hartley MacFadden to Rose Torrey, Trustee of the M. Hartley MacFadden Trust, dated August 25, 2022, and recorded in Book 93 at Page 103 of the Cornwall Land Records.

B. Palmer owns 20.10 acres, more or less, located southerly of the MacFadden property (the "Palmer Lot"). The Palmer Lot is all and the same lands and premises described in the Warranty Deed of Merritt C. Chandler to Michael P. Palmer and Gisela Palmer, dated January 31, 2000, and recorded in Book 49 at Page 73 of the Cornwall Land Records.

C. A private road known as Bardon Drive begins at Route 30 and proceeds in a generally southerly direction across the MacFadden Property and onto the Palmer Property. For purposes of this Agreement, "Roadway" is defined as the improved surface and 4-foot shoulder area on each side of Bardon Drive beginning at Route 30 and ending at the northerly boundary of the Palmer Lot.

D. The Palmer Lot is benefited by an existing easement over the portion of Bardon Drive located on the MacFadden Property, as originally set forth in (i) an Executrix's Deed from M. Hartley MacFadden, Executrix of the Estate of Barbara A. MacFadden, to Merritt C. Chandler and Ruth B. Chandler, dated May 2, 1983, and recorded in Book 29 at Page 436 of the Cornwall Land Records a Warranty Deed from M. Hartley MacFadden to Merritt C. Chandler and Ruth B. Chandler, dated May 2, 1983, and recorded in Book 29 at Page 445 of the Cornwall Land Records.

E. MacFadden has subdivided the MacFadden Property into three lots, designated as "Lot 1," "Lot 2," and "Lot 3" and depicted on a survey entitled "plat showing a proposed subdivision of lands of M. Hartley MacFadden, 625 VT Route 30, Cornwall, Addison County, Vermont," prepared by LaRose Surveys, P.C., dated March 1, 2022, and recorded as Map #_____ of the Cornwall Land Records (hereinafter the "Survey").

F. The Survey depicts a 50' wide right of way labeled as "existing 50' wide right of way" and following the centerline of Bardon Drive (the "Easement"). The Easement begins at Route 30 and ends at the southerly line of the MacFadden Property, which is also the northerly line of the Palmer Lot.

G. Lots 1, 2, and 3 will each be served by portions of the Easement and will have the right to use the Easement in common with Palmer.

H. For purposes of this Agreement, the term "Lot" refers to any of Lots 1, 2, or 3 and the Palmer Lot, as well as any future lots that may be created by future subdivision of any of the existing Lots. The term "Owner" refers to any owner of a Lot. All references to "MacFadden" and "Palmer" include those parties and their respective heirs, successors, and assigns.

I. The parties wish to enter into this Agreement to confirm and update the terms governing their shared use of the Easement and their responsibilities for maintenance and repairs to any roadway and utility infrastructure located within the Easement.

Now, therefore, the parties agree as follows:

1. The parties hereby confirm and agree that Palmer has a valid, permanent easement and right of way for access to the Palmer Lot, in common with MacFadden and the future Owners of Lots 1, 2, and 3, over the Easement, in the location shown on the Survey.

2. The Owners of Lots 1, 2, and 3 shall each have the right to use the appropriate segments of the Easement, in common with each other and Palmer, for ingress and egress between Route 30 and their respective Lots, and for underground utility service to their respective Lots.

3. The Owners of Lots 1, 2, and 3 shall have no rights to use any roadways or utilities on the Palmer Lot, nor any responsibility to share in the maintenance costs of such roadways or utilities.

4. For purposes of this Agreement, a Lot shall be considered "developed" as of the commencement of construction on that Lot of (i) a residence, or (ii) any other structure or use that will generate traffic at a level comparable to or greater than a typical residence.

5. Except as otherwise provided in Section 7, the costs of construction, maintenance, repair, snowplowing and any other expenses for the Roadway and any appurtenant surface drainage systems shall be borne as follows, depending on which of Lots 1, 2, and 3 are developed:

a. If only Lot 1 is developed, such costs shall be shared 21% by the owner of Lot 1 and 79% by Palmer.

b. If only Lots 1 and 2 are developed, such costs shall be shared 19% by the owner of Lot 1, 8% by the owner of Lot 2, and 73% by Palmer.

c. If only Lots 1 and 3 are developed, such costs shall be shared 17% by the owner of Lot 1, 17% by the owner of Lot 2, and 66% by Palmer

d. If Lots 1, 2, and 3 are all developed, such costs shall be shared 16% by the owner of Lot 1, 7% by the owner of Lot 2, 167% by the owner of Lot 3, and 61% by Palmer.

6. Except as otherwise provided in Section 7, the costs of construction, maintenance, repair, and any other expenses for any utility infrastructure within the Easement shall be borne as follows:

a. Costs for any utility infrastructure that serves only one developed Lot shall be the sole responsibility of the Owner of that Lot.

b. Costs for any utility infrastructure that serves multiple developed Lots shall be shared equally by the Owners of the developed Lots served by that infrastructure.

7. Notwithstanding any other provision of this Agreement, if an Owner or its guests, invitees, or licensees causes damage to any roadway or utility infrastructure, that party agrees to be

solely responsible for the cost of repairing such damage and to hold the other Owners harmless therefrom. In addition, costs of repair of the roadway and shoulder made necessary by the construction of a residence or other structure, including (without limitation) the building of a leach field or underground utility services lines, shall be the responsibility of the lot Owner who ordered such services.

8. Management of the roadway and utilities within the Easement shall be overseen by an association consisting of the Owners (the "Association"). Owners of undeveloped Lots shall qualify for membership in the Association, but shall not have any voting rights unless and until their Lots are developed. The Association shall be unincorporated unless the Owners unanimously decide to form a formal corporation or other entity. Membership in the Association shall run with the land and shall automatically transfer to the new Owner(s) in the event of a sale or transfer of any Lot.

9. The Owners shall hold an annual meeting within the last three months of each calendar year to elect a treasurer (the "Treasurer"), to establish an annual operation and maintenance budget for the upcoming calendar year, to determine each Lot Owner's respective share of the budget pursuant to the terms of this Declaration, and to make any and all other decisions regarding maintenance, repair, snowplowing, and other expenses. Special meetings may be called at any time by two or more Owners for the purpose of revising the budget or conducting any other business. Written notice of the meeting date, time and place shall be sent by the Treasurer to all Owners at least ten (10) days in advance of the meeting. All decisions at any annual or special meeting shall be made by a majority vote of the Owners, with each developed Lot having one vote.

10. The Treasurer shall manage a maintenance fund, to which the Owners shall each contribute their respective shares of the operation and maintenance budget. The Treasurer shall calculate and bill each Owner for its share at suitable periodic intervals. Each bill shall be due and payable within thirty (30) days of the date of mailing.

11. Any Owner who fails to pay any sum owed under this Agreement by the due date shall be liable for interest on the unpaid amount at the rate of 1% per month or portion thereof, together with all costs of collection and enforcement (including reasonable attorneys' fees) incurred by the Association and/or the other Owners. Unpaid bills assessed against an Owner, including interest and costs for which the Owner is liable pursuant to this Section, shall be a lien against that Owner's Lot, foreclosable in the same manner as a mortgage.

12. All notices sent to an Owner in connection with this Agreement shall be mailed to that Owner's address of record in the Grand List of the Town of Cornwall, or to such other address or email address which that Owner provides to the Treasurer.

13. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

14. This Agreement shall be governed by the laws of the State of Vermont. Any litigation arising out of or connected with this Agreement shall be brought in the Vermont Superior Court, Addison Civil Division.

15. No amendments to this Agreement shall be effective unless in writing and signed by all of the parties to be bound thereby.

IN WITNESS WHEREOF, we have set our hands and seals effective as of the date first stated above.

_____
Rose Torrey, Trustee of the M. Hartley MacFadden Trust

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me on _____, 2023, by Rose Torrey, Trustee of the M. Hartley MacFadden Trust.

_____
Notary Public

_____
Michael P. Palmer

_____
Gisela Palmer

STATE OF VERMONT
ADDISON COUNTY, SS.

This record was acknowledged before me on _____, 2023, by Michael P. Palmer and Gisela Palmer.

_____
Notary Public

LaRose Surveys

Land Surveyors – Boundary Consultants
Water & Wastewater System Designers
P.O. Box 388 – 25A West Street
Bristol, Vermont 05443

Ronald L. LaRose, L.S.

Kevin R. LaRose, L.S.

February 3, 2023

Town of Cornwall
Attn: DRB
Cornwall, VT

Re: MacFadden Project
Water & Wastewater Disposal Systems

To whom it may concern:

The proposed wastewater disposal systems will be compliant with the State of Vermont Environmental Protection Rules, Chapter 1, Wastewater System and Potable Water Supply Rules, effective April 12, 2019. The State of Vermont Wastewater System & Potable Water Supply Permit application has been submitted.

Each new home will be supported by a pressurized mound-type wastewater disposal system. Please see enclosed plans for the proposed septic site locations.

Each new home will be supplied water via a new drilled well located on each individual lot. The proposed well locations are depicted on the enclosed plans.

Sincerely,

Kevin R LaRose
Licensed Designer

p 802.453.3818
f 802.329.2138

www.larosesurveys.com
info@larosesurveys.com

VERMONT

Department of Environmental Conservation

Version 1.2 - Revised: 6/3/2016

Wastewater System & Potable Water Supply Permit Application

Landowner Signature Sheet

Instructions:

The Submission Number and Version of the online application form being signed must be entered in the field below.

Hand Signatures - This signature sheet can be downloaded, printed, signed by hand, and then scanned and uploaded to the **Signatures** section of the online application form.

Digital Signatures - This signature sheet can be signed using the certificate-based digital signature capability available in Adobe Acrobat/ Reader (or other PDF software with similar capability) and then uploaded to the **Signatures** section of the online application form. If this sheet contains one or more digital signatures, it **must** be uploaded in a format that does not compromise the ability to click on the applied signature and validate it. The digital signature applied must include the signer's full name, email address, and the date and time of signing. Because the Signature Sheet needs to be submitted in a format that allows the signatures to be validated, a Signature Sheet cannot contain both digital and hand signatures.

Note: If you digitally sign this sheet, please don't enter a date in the Signature Date field. The date and time must be included in the digital signature that is applied as described above.

ANR Online Submission Number & Version

ANR Online Submission Number and Version (for example: #20J-65KQ-R1ZF, version 1)

HPQ-F7N1-NS1K6

Signatures & Acknowledgements of Landowner(s)

This application must be signed by each Landowner listed on the property deed or by individuals with legal authority to sign on behalf of each Landowner. In order to insure compliance with the requirements of the regulations administered by the Department of Environmental Conservation, Drinking Water and Groundwater Protection Division, it may be necessary to visit the property. As this would involve a Department employee entering private property, we request your approval to do so.

If we do visit your property, do you have any special instructions?

Contact Designer prior to site visit.

"By signing this application, I certify that I am a landowner listed on the property deed or that I have the legal authority to sign on behalf of the landowner. I understand that by signing this application I am granting permission for the Department employees to enter the property, during normal business hours, to insure compliance of the property with the applicable rules of the Department.

I also understand that I am not allowed to commence any site work or construction on this project without written approval from the Department of Environmental Conservation.

If my project utilizes an Innovative/Alternative System or Product, I have received a copy of the Drinking Water & Groundwater Protection Division's approval letter and agree to abide by the conditions of the approval.

I also certify that to the best of my knowledge and belief the information submitted above is true, accurate and complete."

Print Landowner Name	Landowner Signature	Signature Date
Rose Torrey, Trustee	Rose Torrey Trustee	1/26/2023

Print Landowner Name | Landowner Signature | Signature Date

Certification of Notification
(Notification Form 4)

An applicant or permittee is required to complete and submit this certification to the Regional Office when notification is required using Notification Forms 1, 2, or 3.

I hereby certify that the property owner(s) identified below were notified, using the Agency's notification form, that the presumptive isolation zones for potable water supplies and/or wastewater systems proposed in my application extend onto their property.

I certify that the notification forms were sent by certified mail to the property owners and were accompanied by the site plan(s) accurately depicting the presumptive isolation zones that extend onto their property.

I certify that I attached to this certification form a copy of all certified mail receipts for the notifications that were sent to the property owners.

Signature: Rose Torrey Trustee

Name: Rose Torrey, Trustee

Date: 2/1/2023

SPAN: 162-051-10330

Please list all of the property owners who were sent a notification. Click on the plus sign in the bottom right of the section below to add additional property owners. Add as many rows as you need.

Peter & Ann Demong
PO Box 70
Middlebury, VT 05753

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