TOWN OF MORRISTOWN DEVELOPMENT REVIEW BOARD
WARNED PUBLIC HEARING
COMMUNITY MEETING ROOM OF THE OLD TEGU THEATER
43 Portland Street in Morrisville, VT 05661
6:00 PM Wednesday, July 9, 2025

Join Zoom Meeting or by phone join via conference call (audio only): 1 (646) 558-8656 | Meeting ID: 810 342 4528 | Passcode 05661
The meeting will be live streamed on the Town of Morristown's website: https://www.morristownvt.gov/community/page/meetings-agendas-minutes

I. CALL MEETING TO ORDER

II. PROPOSED CHANGES TO THE AGENDA

III. APPROVE PRIOR MEETING MINUTES

1. Approve Minutes from 6-25-25

IV. PUBLIC COMMENTS

V. HEARING OF APPEALS AND DEVELOPMENT APPLICATIONS

1. #2025-053 Conditional Use Review submitted by Vermont Land Use Planning on behalf of LH&A Realty Limited Partnership to convert a former auto dealership to a mixed-use building with one retail space and two restaurants, one of which will have a drive through. The property is located at 32 VT RT 15 E (Parcel ID 08-089) and is located in the Commercial zoning district.
2. Continuation of application #2025-011 submitted by Matthew Percy, on behalf of Dale E. Percy, Inc. (Parcel 16099-09, 0 Elizabeths Lane, Morristown), requesting to subdivide +/- 32.65-acre parcel 16099-9 into 6 new parcels:16099-18 (0.50 ac), 16099-19 (0.68 ac), 16099-21 (0.82 ac), and 16099-23 (Open Space), 16099-30 (0.66 ac), 16099-09 becomes +/- 7.02 acres. Merge 16098 (4.34 ac) into new Parcel 16099-23 for 25.11 acres of Open Space. Parcel 16099-15 merges into 16099-14 to become 1.39 acres. This application is Phase 3 of a Planned Unit Development to be reviewed under Section 510 of the 2023 Morristown Morrisville Zoning and Subdivision Regulations. The property is in the Rural Residential Area Zoning District.

VI. ACTION ITEMS TO BE CONSIDERED

VII. OTHER BUSINESS

VIII. ADJOURN

DEVELOPMENT REVIEW BOARD MEETING MINUTES
OF JUNE 25, 2025

Members: Lenny Wing, Susanna Burnham, Christy Snipp, Paul Trudell, Donald Blake, Jr.

Absent: Gary Nolan, Mary Ann Wilson,

ADMINISTRATION and STAFF: Tyler Machia, Zoning and Planning Administrator

PARTICIPANTS/GUESTS: Lisa Vinick, Kc Colt, Hannah Farda, Tyler Mummley, Todd Thomas, Susan Reyher,

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CALL MEETING TO ORDER

APPROVE PRIOR MEETING MINUTES

1. **Approve Minutes from 6-11-25 Meeting.**
   Motion made by Paul Trudell to approve the minutes of 6/11/25. Motion seconded by Susanna Burnham. Motion carried (5/0).

PUBLIC COMMENTS

HEARING OF APPEALS AND DEVELOPMENT APPLICATIONS

1. **Continuation of application #2025-007. The Applicant, Daniel Dougher, is requesting major subdivision review for a 3 lot subdivision with no additional proposed development per Section 510 of the Morristown Zoning and Subdivision Bylaws. The property is located at 40 Rooney Rd (Parcel Id 06-042) and is located in the Rural Residential Agricultural Zone.**
   The Applicant Daniel Dougher opted to withdraw his application and proceeded with a minor subdivision.

2. **#2025-044 Zoning Permit Appeal submitted by Hannah Farda to appeal the issuance of Permit 2025-36 which allowed the property owner Tyler Mumley to construct a duplex on his property located at 336 Cote Hill Road (Parcel ID 07-135-01). The Appellant owns an abutting property located at 248 Cote Hill Road (Parcel ID 07-136-3). The property located at 336 cote hill road is in the Rural Residential Agriculture zoning district.**
   The Appellant, Hanna Farda, provided an overview of her appeal. She argued that the main goal of the HOME Act (ACT47) was to build more affordable housing. She also expressed concern over the fact that she believes that Tyler Mumley will not rent this duplex at a rate that is affordable. It was pointed out by staff that neither ACT 47 nor the Morristown Zoning and Subdivision bylaws require an applicant to build affordable housing. It was noted by Christy Snipp and town staff that ACT 47 preempts local zoning to explicitly allow duplexes wherever you can build a single-family home. There was additional conversation about the broader impact of ACT 47 on local zoning. The Board determined that they did not need to move into deliberative session and opted to vote on the appeal in open session.

   Motion made by Christy Snipp to deny the appeal. Motion Seconded by Lenny Wing. Motion carried

(5/0)

3. **#2025-45 Conditional Use Review submitted by Vermont Land Use Planning on behalf of Susan and Fred Reyher to convert part of an old garage into an accessory apartment (ADU) along with a 1,034 SQFT expansion to the principle dwelling to build a modern garage. Part of the proposed expansion would be located in the 45-foot front yard setback for the zoning district. The property is located at 2 Cote Hill RD (Parcel Id 07-139) and is located in the Rural Residential Agriculture zoning district.**

   The Applicant, Todd Thomas, provided an overview of the project. He noted that the Reyhers purchased the property in order to be closer to medical treatment. He went on to note that expanding the building was necessary to help facilitate this. The Reyhers are proposing a 1034 ft2 addition that would result in the creation of one new accessory dwelling unit (ADU) and new garage. The existing home currently sits inside of the front setback for the Rural Residential Agriculture district as it is an older home. Part of the proposed expansion would extend into the front setback laterally without further infringing the front setback. Expanding a non-conforming structure is allowed through Conditional Use Review provided the expansion does not make the structure more non-conforming. There was extensive discussion as to whether this expansion made the structure more non-conforming. Thomas argued that expanding the existing home laterally into the setback is not expanding a nonconformity as it is not infringing any closer to the front yard setback. Staff disagreed with this interpretation and noted that while the proposed addition would not be infringing further into the front setback it would be increasing the area of the structure located inside of the setback. Staff argued that this increase makes the structure more non-conforming as the applicants would be placing more of a structure where one is not supposed to be located. The Board agreed with Thomas's interpretation and did not find that expanding the structure into the front setback without moving it closer to the front lot line would not increase the nonconformity of the structure. The board determined that they did not need to go into deliberative session and opted to vote on the application in open session.

   Motion made by Paul Trudell to approve the application pending formal written decision. Motion seconded by Susanna Burnham. Motion carried (5/0)

ACTION ITEMS TO BE CONSIDERED

OTHER BUSINESS

ADJOURN

Motion made by Susanna Burnham to adjourn the meeting. Motion seconded by Paul Trudell. Motion carried (5/0).

Meeting Adjourned 7:25 PM
Minutes submitted and filed this June 30th 2025
Prepared by Tyler Machia, Zoning and Planning Administrator

Please note all minutes are in Draft form and are subject to approval at the next Development Review Board meeting.

TOWN OF MORRISTOWN/VILLAGE OF MORRISVILLE
APPLICATION FOR HEARING BEFORE THE DEVELOPMENT REVIEW BOARD

Tax Map Number: 08089 Permit Number: 2025-57

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

All questions **must** be completed in full or application will be **Denied** (Please print or type information)

E-911 Property Address: 32 VT Rte 15 East Book 145 Page 598

Property Owner: LH&A Realty Limited Partnership

Mailing Address: PO Box 1580, Deland, FL, 32721

Applicant (if different from owner): Vermont Land Use Planning LLC (Todd Thomas)

Mailing Address: 100 Maple Street, Morrisville, VT 05661

Telephone: Work: 802-324-9825 Home: - Email: VTLandUsePlanning@Gmail.com

Engineer of Plan: Architect Paul Trudell of Silver Ridge Design

Mailing Address: PO Box 32, Hyde Park, VT 05655

Telephone Number: 802-888-2400 Fee: $250 Paid: Y N

Nature of Request: Conditional Use: X Site Plan Review: X Variance: ___ Appeal: ___ Waiver: ___

Description of Project: one 24x36 and six 11x17 copies of a site plan must be submitted with this application

Existing use of property: McMahon's Car Dealership (vacant non-conforming commercial lot)

Proposed use of property: Existing bldg to 1 retail suite & 2 restaurant suites (1 with drive-thru)

Describe proposed project and nature of request: Section 437 Change of Non-Conforming Use to convert prezoning car dealership into 3 business suites, 1 retail use & 2 restaurants (1 with drive-thru). Via attached letter, 11-11 access permit is not needed for this requested change of use of a prezoning building, access & parking. Brooklyn St sidewalk extension is outside VTrans ROW.

Project Dimensions: Existing bldg -Apprx 9,700ft2 Lot Size: 1.0 acres

Setbacks: Sides: 125-R / 40-L, no changes Front: 75 no change Rear: 45 no change

Lot Frontage: 210 feet Parking Spaces: Required: 8emp/20seat Planned: 25+

Access Permit:	Y N	Light Plan:	Y N
Easements and Rights of Ways Shown:	Y N	Interdepartmental Sign-Offs:	Y N
Act 250 permit Required:	Y N	Traffic Flow Plan:	Y N
Landscaping Plan:	Y N	Contour Map:	Y N

The undersigned hereby request an appearance before the Development Review Board for the land development described above. Any permit issued as a result of this application shall be null and void in the event of misrepresentation or failure to undertake construction within one year from approval.

Signature of Owner Signature of Applicant 5/23/2025 Date Submitted

All written decisions issued by the Development Review Board have 30 day appeal period. No construction may commence until the appeal period has expired.

Please note that this is a local permit only, state permits may be needed for your project. Please contact the Permit Specialist at the VT Agency of Natural Resources at (802) 476-0195.

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

For Administrative Use Only:

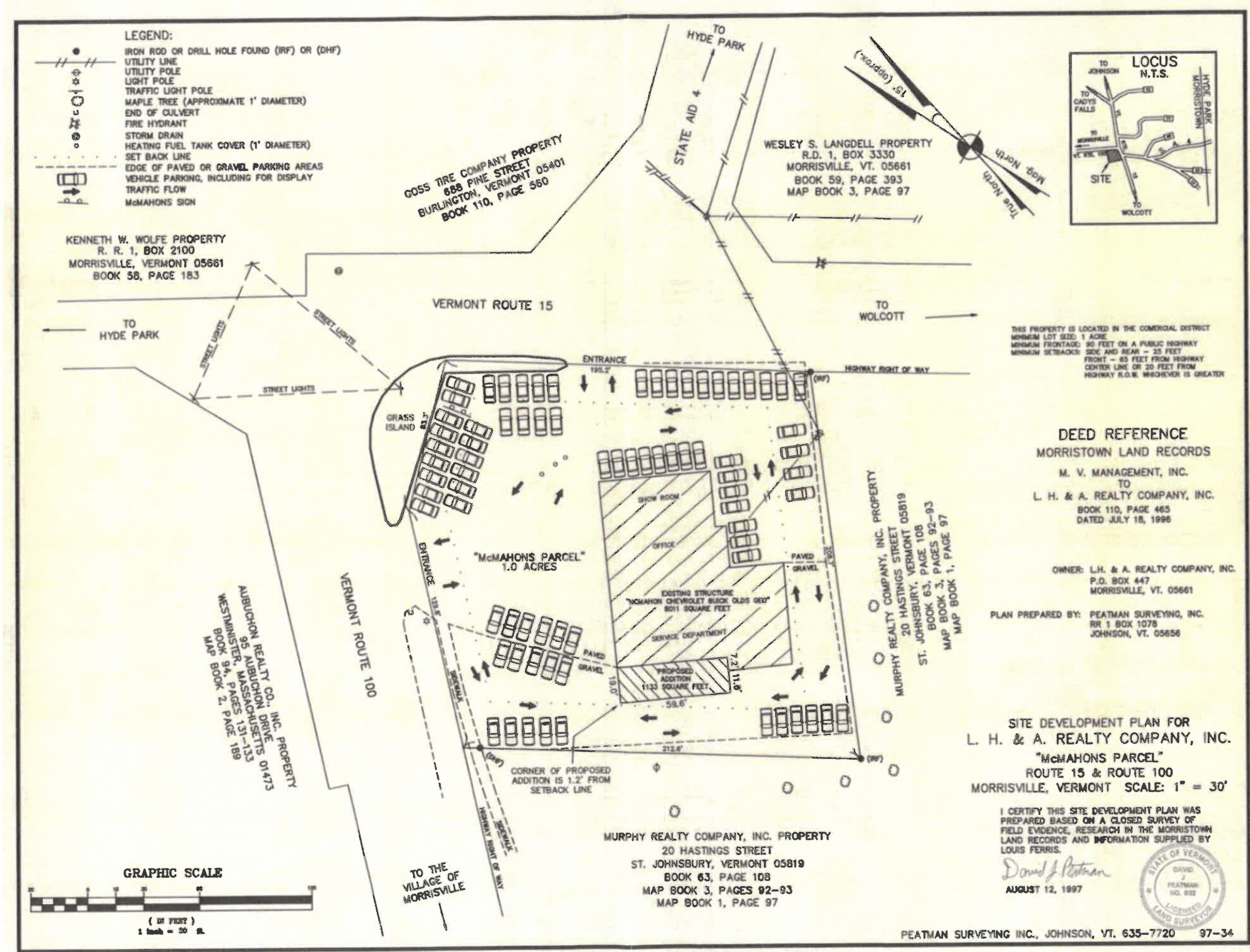
Date Filled with Zoning Administrator: 6/13/25 Date of First Review by Development Review Board: 7/9/25

Notice of Hearing: 6/16/25 Notice to Surrounding Landowners: 6/16/25

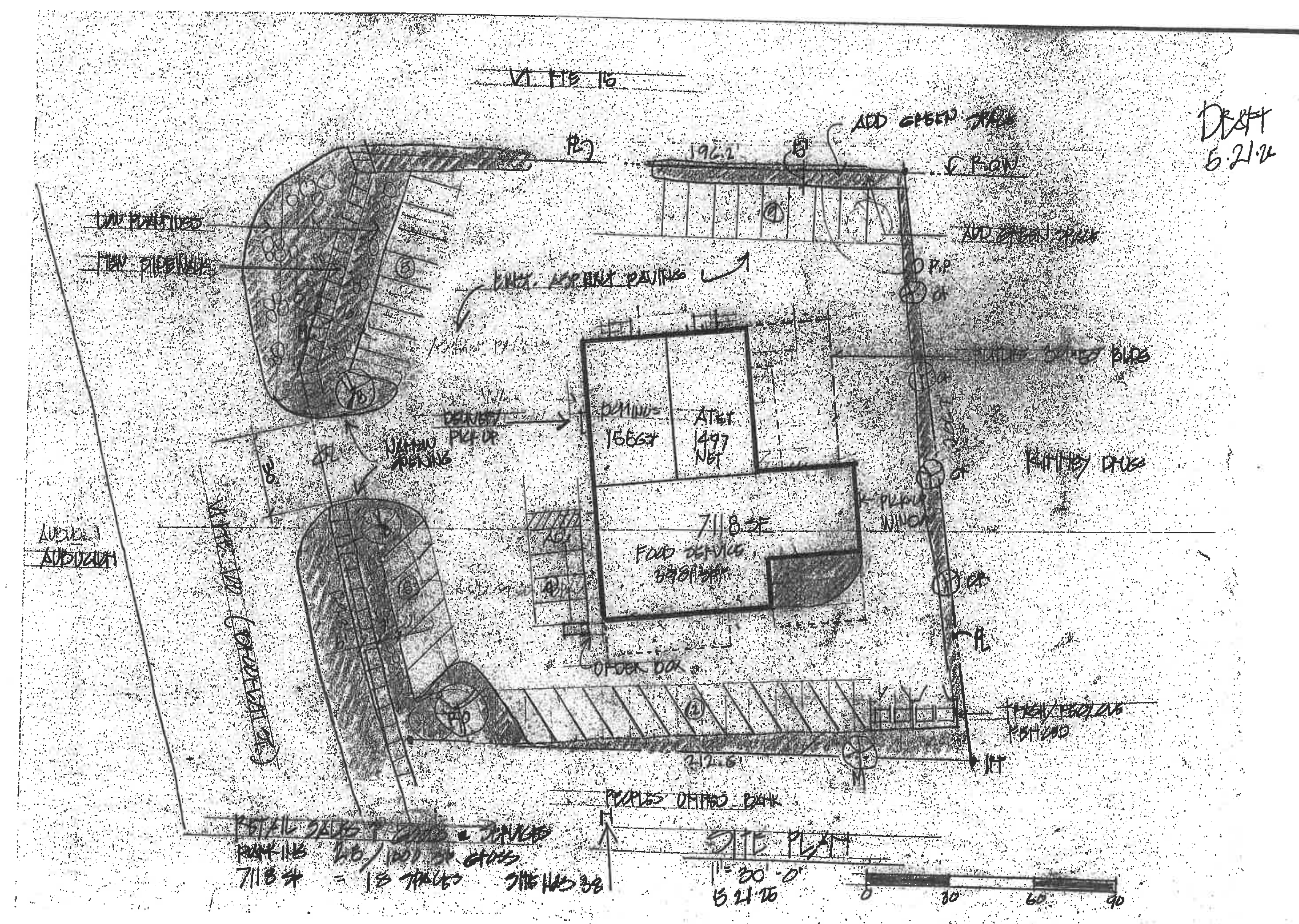
Date of Hearing(s): 7/9/25

Date of Decision: ___ Approved: ___ Denied: ___ on the basis of the findings of facts and conditions attached to the permit;. see minutes of: ___

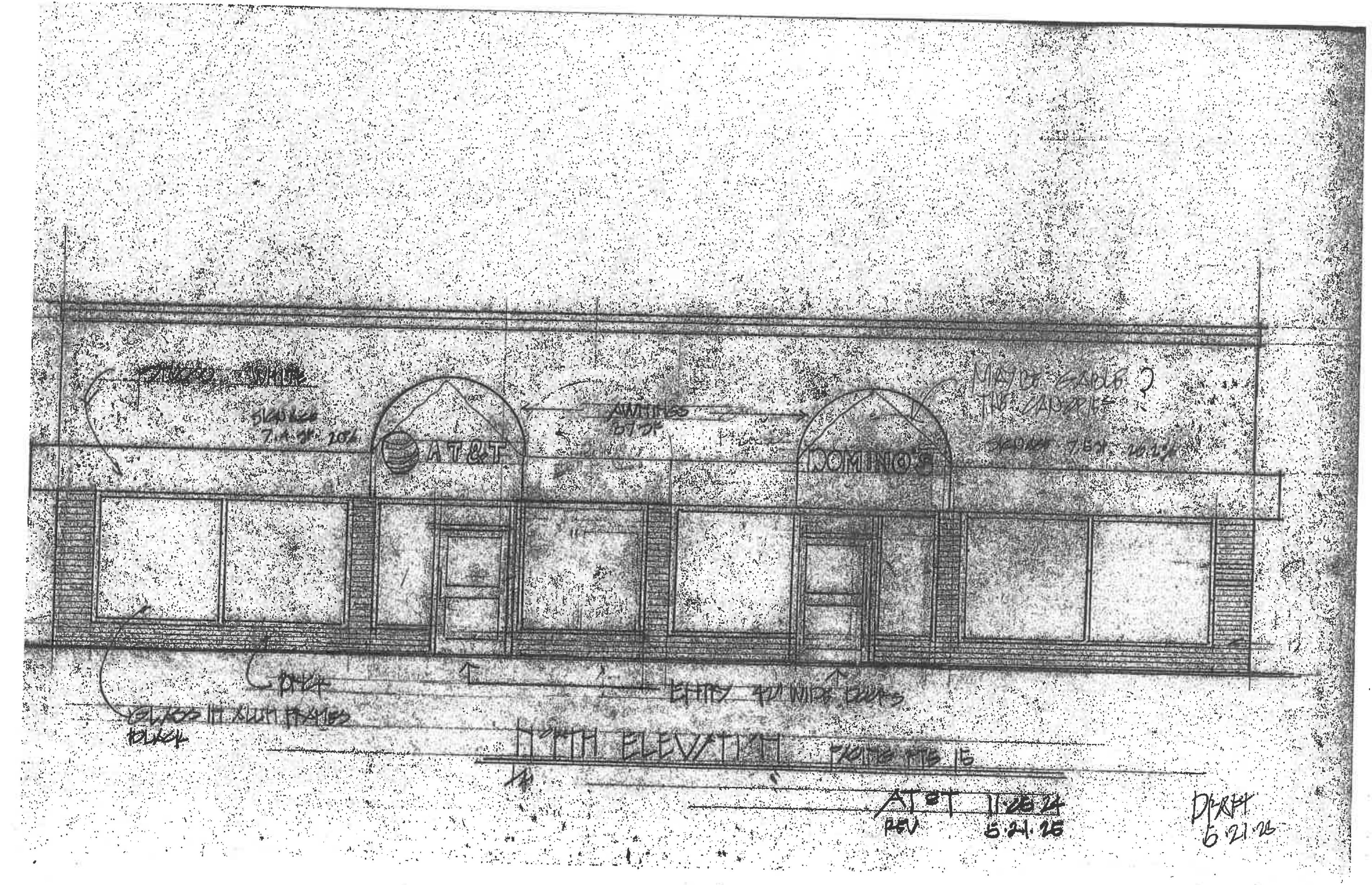
Zoning and Subdivision Bylaws are available for purchase from the Town Clerk's Office or the Zoning Office and can viewed on the town website at: www.morristownvt.org/zoning


LEGEND:
IRON ROD OR DRILL HOLE FOUND (IRF) OR (DHF)
UTILITY LINE
UTILITY POLE
LIGHT POLE
TRAFFIC LIGHT POLE
MAPLE TREE (APPROXIMATE 1' DIAMETER)
END OF CULVERT
FIRE HYDRANT
STORM DRAIN
HEATING FUEL TANK COVER (1' DIAMETER)
SET BACK LINE
EDGE OF PAVED OR GRAVEL PARKING AREAS
VEHICLE PARKING, INCLUDING FOR DISPLAY
TRAFFIC FLOW
McMAHONS SIGN
TO HYDE PARK
STATE AID 4
GOSS TIRE COMPANY PROPERTY
688 PINE STREET
BURLINGTON, VERMONT 05401
BOOK 110, PAGE 560
WESLEY S. LANGDELL PROPERTY
R.D. 1, BOX 3330
MORRISVILLE, VT. 05661
BOOK 59, PAGE 393
MAP BOOK 3, PAGE 97
13° (approx.)
Mag. North
True North
LOCUS
N.T.S.
TO JOHNSON
TO CADYS FALLS
HYDE PARK
MORRISTOWN
SITE
TO WOLCOTT
KENNETH W. WOLFE PROPERTY
R. R. 1, BOX 2100
MORRISVILLE, VERMONT 05661
BOOK 58, PAGE 183
VERMONT ROUTE 15
TO HYDE PARK
TO WOLCOTT
STREET LIGHTS
ENTRANCE
195.2'
HIGHWAY RIGHT OF WAY
(IRF)
THIS PROPERTY IS LOCATED IN THE COMERCIAL DISTRICT
MINIMUM LOT SIZE: 1 ACRE
MINIMUM FRONTAGE: 90 FEET ON A PUBLIC HIGHWAY
MINIMUM SETBACKS: SIDE AND REAR – 25 FEET
FRONT – 65 FEET FROM HIGHWAY CENTER LINE OR 20 FEET FROM HIGHWAY R.O.W. WHICHEVER IS GREATER
GRASS ISLAND
SHOW ROOM
OFFICE
"McMAHONS PARCEL"
1.0 ACRES
EXISTING STRUCTURE
"McMAHON CHEVROLET BUICK OLDS GEO"
8011 SQUARE FEET
SERVICE DEPARTMENT
PROPOSED ADDITION
1133 SQUARE FEET
59.6'
19.0'
11.6'
7.2'
PAVED
GRAVEL
ENTRANCE
DEED REFERENCE
MORRISTOWN LAND RECORDS
M. V. MANAGEMENT, INC.
TO
L. H. & A. REALTY COMPANY, INC.
BOOK 110, PAGE 465
DATED JULY 18, 1996
OWNER: L.H. & A. REALTY COMPANY, INC.
P.O. BOX 447
MORRISVILLE, VT. 05661
PLAN PREPARED BY: PEATMAN SURVEYING, INC.
RR 1 BOX 1078
JOHNSON, VT. 05656
MURPHY REALTY COMPANY, INC. PROPERTY
20 HASTINGS STREET
ST. JOHNSBURY, VERMONT 05819
BOOK 63, PAGE 108
MAP BOOK 3, PAGES 92-93
MAP BOOK 1, PAGE 97
AUBUCHON REALTY CO. INC. PROPERTY
95 AUBUCHON DRIVE
WESTMINISTER, MASSACHUSETTS 01473
BOOK 94, PAGES 131-133
MAP BOOK 2, PAGE 189
VERMONT ROUTE 100
SIDEWALK
HIGHWAY RIGHT OF WAY
(DHF)
212.6'
CORNER OF PROPOSED ADDITION IS 1.2' FROM SETBACK LINE
SITE DEVELOPMENT PLAN FOR
L. H. & A. REALTY COMPANY, INC.
"McMAHONS PARCEL"
ROUTE 15 & ROUTE 100
MORRISVILLE, VERMONT SCALE: 1" = 30'
I CERTIFY THIS SITE DEVELOPMENT PLAN WAS PREPARED BASED ON A CLOSED SURVEY OF FIELD EVIDENCE, RESEARCH IN THE MORRISTOWN LAND RECORDS AND INFORMATION SUPPLIED BY LOUIS FERRIS.
AUGUST 12, 1997
STATE OF VERMONT
DAVID J. PEATMAN
LICENSED LAND SURVEYOR
MURPHY REALTY COMPANY, INC. PROPERTY
20 HASTINGS STREET
ST. JOHNSBURY, VERMONT 05819
BOOK 63, PAGE 108
MAP BOOK 3, PAGES 92-93
MAP BOOK 1, PAGE 97
TO THE VILLAGE OF MORRISVILLE
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
PEATMAN SURVEYING INC., JOHNSON, VT. 635-7720
97-34

32 VT Rte 15 E (old McMahon's)
Town of Morristown, VT
1 inch = 50 Feet
CAI Technologies
Precision Mapping. Geospatial Solutions.
www.cai-tech.com
July 2, 2025
0
50
100
150
N
S
E
W
Brooklyn St
100
100
95's
VT Route 15 E
Grand Army of the
12"
8"
210'
209'
89
32 Vt. Rt.15 E.
149.15's
203.41's
170.09's
Property Line
Public Road
Property TIC
Sanitary line
Water Lines
Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.


VT RTE 15
ADD GREEN SPACE
196.2'
NEW SIDEWALK
EXIST. ASPHALT PAVING
DOMINOS
1556 SF
AT&T
1497
NET
7118 SF
FOOD SERVICE
DELIVERY
PICK UP
ORDER BOX
KINNEY DRUGS
212.6'
PEOPLES UNITED BANK
SITE PLAN
1" = 30'-0"
0
30
60
90

SRD
SILVER
RIDGE
DESIGN
INCORPORATED
ARCHITECTS
PO Box 32 • 37 Paus Lane
Hyde Park, Vermont 05655
802.888.2400 • 802.888.5073
Fax 802.888.2013
REGISTERED ARCHITECT
STATE OF VERMONT
project
sheet title
SITE PLAN
FLOOR PLAN
scale: AS NOTED
1
JULY 2, 2025
VT RTE 15
SITE PLAN
FLOOR PLAN 7118 SF
60'-5"
DOMINO'S
AT&T
DELIVERY PICK-UP WINDOW
REMOVE SHED
REMOVE EXG BLDG
REMOVE EXG BLDG
ENTRY AWNINGS
DELIVERY PICK-UP
DOMINOS
AT&T
EXG BLDG 7118 SF
FUTURE 6' SIDEWALK
REMOVE SHED
PROPERTY LINE
PEOPLES UNITED BANK
NOTES
2. ZONING DISTRICT - COM


AT&T
DOMINOS
AWNINGS
ENTRY
DRAFT
6.21.25

AT&T & DOMINO'S

FUTURE TENANT

DELIVERY PICK-UP

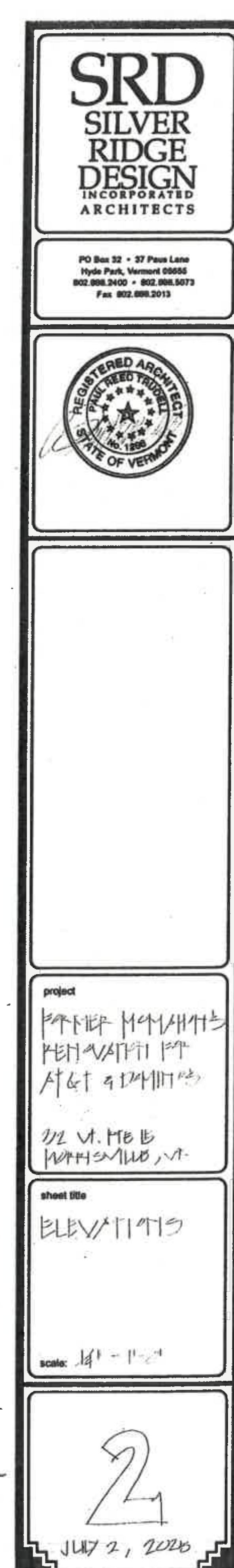
WEST ELEVATION BROOKLYN ST.

AT&T

DOMINO'S

NEW STOREFRONT

NORTH ELEVATION RTE 15



July 9, DRB Meeting
Staff Notes

APPLICATION: 2025-053
APPLICANT: Vermont Land Use Planning
REQUESTED ACTION: Conditional Use Review
LOCATION: 32 Vt Rte 15 East
EXISTING ZONING: Conditional Use Review

PROJECT DESCRIPTION: #2025-053 Conditional Use Review submitted by Vermont Land Use Planning on behalf of LH&A Realty Limited Partnership to convert a former auto dealership to a mixed-use building with one retail space and two restaurants, one of which will have a drive through. The property is located at 32 VT RT 15 E (Parcel ID 08-089) and is located in the Commercial(COM) zoning district.

PARCEL HISTORY:
1. Appeal of Interim Assistant Zoning Administrator, 3/3/25
2. Appeal Denied, 4/9/25

LIST OF APPLICANT SUBMISSIONS:
A. Conditional Use Application
B. Boundary Survey
C. Ortho Plan
D. Site Plan 1. Black and White
E. Site Plan 2. Color
F. Exterior Elevations 1. Black and White
G. Exterior Elevations 2. Color

PROCEDURAL INFORMATION:
1. Agenda placed in News and Citizen 6/16/2025
2. Notice placed on the town website and at three locations in town on 6/19/2025
3. Abutters notified on 6/19/2025
4. Notice sent to Applicant 6/19/2025

STAFF COMMENTS (**Comments In Bold**):
1. Conditional Use Review submitted by Vermont Land Use Planning on behalf of LH&A Realty Limited Partnership (Applicant) to convert a former auto dealership to a mixed-use building with one retail space and two restaurants, one of which will have a drive through. The property is located at 32 VT RT 15 E (Parcel ID 08-089) and is located in the Commercial (COM) zoning district.

2. The property in question has sat vacant for some time but had previously been operated as Motor Vehicle Sale & Repair Facility.
3. The use table noted in Section 204.5 of the Morristown Zoning and Subdivision regulations notes that Vehicle Sales & Repair facility is an allowed use in the COM zoning district.
4. The Applicant is looking to convert this building to a mixed-use building with one retail space and two restaurants.
5. Retail is a permitted use and only requires a zoning permit as noted in Section 204.5a of The Bylaws
6. The restaurant's uses require conditional use review by the Development Review Board and will be subject to site plan and conditional use review as noted in Section 500 and 630 of The Bylaws.
7. Section 206 of The Bylaws notes that the Zoning Administrator or DRB, may require the submission of building renderings for the COM zone.
8. Section 206.h notes that all loading docks and garbage storage areas shall be located to the rear of the building.
9. The Applicants site plans note that trash shall be located in the southeast corner of the lot. It is unclear where any proposed loading docks are located.
10. Section 206.k notes that parking shall be located to the sides of the building and shall not be located between the building and road from which it derives frontage. (**The property is preexisting and has frontage on two sides. As it is a corner lot. This would mean that the applicant would lose most of its parking shown on the site plan. Given that this is a preexisting building and site the board should consider granting a waiver as noted in Section206.o of the Bylaws. The Board could also consider requiring landscaping as a means of screening the parking.)**
11. Section 206.l notes that sidewalks are required if called for by the Morristown Sidewalk Policy.
12. Section 3. Of the Morristown Sidewalk policy notes that any commercial redevelopment requires the instillation of sidewalks to the commercial sidewalks standards noted in Section 5.a of the sidewalk policy.
13. Site Plan 1 shows sidewalks running along the west side of the property. However, Site Plan 2 shows sidewalks running along only a portion of the western side of the property. (**Given the discrepancies between the two site plans it is unclear as to what the applicant's intent is. The Board could consider continuing the application until the applicants provide a uniform site plan for the project. Site plan issues aside the applicant could consider requesting a waiver from this requirement as noted in Section 206.o. However, the applicants plans set does not have a narrative and it is unclear if they wish to waive this requirement.)**
14. The Applicants have not provided a lighting plan for the project as noted in Section 206.m. **(It is possible that the applicants do not intend to have exterior lighting;**

however, without a narrative describing the project I do not know what the applicants' plans are for satisfying this requirement. Site Plan 1 appears to show something that could be exterior lights; however, Site Plan 2 omits these details.)

15. The Applicants have not provided a plan for utilities noted in Section 206.n of The Bylaws.
16. The Applicants have not provided a waiver request from any of the Standards of Section 206 as noted in Section 206.o of The Bylaws.
17. The Project is subject to Parking Requirements noted in Section 450 of The Bylaws.
18. Section 453 of the Bylaws notes that retail spaces are required to have 2.5 spaces per 1000 square feet of gross floor area. Restaurants are required to have space for every 4 seats. **(The Applicants have not indicated how they have met this requirement. While their site plan does show a number of parking spaces they have not indicated that they have met this requirement as there is no narrative for this project. Further complicating things is the fact that Site Plans 1 and 2 do not appear to match up in regards to the intended use of the 7118ft space shown on the site plans. Site Plan 1 indicates that this will be for food service but there is no indication as to the number of seats intended in this space. Site Plan 2 does not label this property at all and its use is unclear. Given the number of spaces on site it is likely that there is enough parking. The applicant does have a notation on both site plans noting the number of spaces for each business space however I cannot seem to make out what the numbers are and I cannot confirm whether they have satisfied the parking requirements. The Applicant could request that the Board limit the number of spaces required to what is shown, however they have not submitted a narrative that notes what they want to do.)**
19. Conditional uses require site plan review and are subject to the regulations noted in Section 500 of The Bylaws.
20. The site plan must have all the materials noted in Section 503 a-f of The Bylaws.
21. The applicants have supplied the information noted in the following sections of 503: a, b, c f, g, h, **(There are several discrepancies between Site Plan 1 and 2. Site plan one has a scale bar and true north arrow. However, Site Plan 2 does not have a scale bar or true north arrow. It is unclear if both site plans reflect the same project. In addition, Site Plan 1 appears to show landscaping and other site features that are not shown on Site Plan 2.)**
22. Section 503.1 notes that the Board may proposed adequate provisions for traffic circulation**. (The Applicants plan set calls for a take out window. However, there is no traffic circulation plan showing how traffic will flow through the site. There is also no diagram showing how traffic will stack up waiting for the pickup window.)**
23. The Project is subject to the landscaping requirements noted in Section 505 of The Bylaws which note that any non-residential use must have landscaping.

24. The Applicants have not provided a landscaping plan with this project**. (Site Plan 1 shows some landscaping, however Site Plan 2 does not show any landscaping. This project requires landscaping and a landscaping plan as it is a non-residential use.**
25. The Project will be subject to any of the requirements noted in Section 630 of The Bylaws.

OUTSTANDING ITEMS:

1. A uniform site plan.
2. Waiver request(s) from any of the standards noted in Section 206 that meets two of the goals noted in Section 204.4 of The Bylaws.
3. Lighting plan that complies with Section 490 of The Bylaws for the project as noted in Section 206.m.
4. Sidewalks as required by the Morristown Sidewalk policy.
5. Utility Plan for the project as noted in Section 206.n of The Bylaws
6. Clarify the intended use of the 7118sf space in the building.
7. Traffic circulation plan for the site.
8. Landscaping plan as noted in Section 505 of The Bylaws.

ITEMS FOR DRB CONSIDERATION:

1. Should the board continue the application until the applicants present a uniform site plan for the project?

RECOMMENDATIONS TO THE DRB

1. Continue the application until the applicants have provided the outstanding information noted above.

July 9, DRB Meeting
Staff Notes

APPLICATION: 2025-011
APPLICANT: Matthew Percy
REQUESTED ACTION: Major Subdivision
LOCATION: 0 Elizabeth Lane
EXISTING ZONING: Rural Residential Agricultural

PROJECT DESCRIPTION: Continuation of application #2025-011 submitted by Matthew Percy, on behalf of Dale E. Percy,Inc. (Parcel 16099-09, 0 Elizabeths Lane, Morristown), requesting to subdivide +/- 32.65-acre parcel 16099-9 into 6 new parcels:16099-18 (0.50 ac), 16099-19 (0.68 ac), 16099-21 (0.82 ac), and 16099-23 (Open Space), 16099-30 (0.66 ac), 16099-09 becomes +/- 7.02 acres. Merge 16098 (4.34 ac) into new Parcel 16099-23 for 25.11 acres of Open Space. Parcel 16099-15 merges into 16099-14 to become 1.39 acres. This application is Phase 3 of a Planned Unit Development to be reviewed under Section 510 of the 2023 Morristown Morrisville Zoning and Subdivision Regulations. The property is in the Rural Residential Area Zoning District(RRA).

PARCEL HISTORY:
1. Zoning permit 2013-119, Single Family Home, Approved 9/26/2013
2. Zoning permit 2023-126, Subdivision Review, Approved 10/31/2023

LIST OF APPLICANT SUBMISSIONS:
A. Subdivision Application, Dated 03/05/25
B. Planned Unit Development Plat, Date 09/07/21
C. Continuation Letter, Dated June 13 2025
D. Site Plan Date June13 2025
E. VAST Trail map
F. Bylaws of Tinker Gravel Pit Subdivision HOA 12/6/21
G. Decleration of Covenants for Tinker Lane Subdivision, Dated 12/9/21
H. Wetland Delineation from Arrowood Environmental, Dated 6/9/25
I. Fire Chief Email 6/11/25
J. S.100 Rules, Dated 3/1/24
K. 1111 Permit 5/30/07

PROCEDURAL INFORMATION:
1. Hearing reopened on 6/11/25
2. Agenda placed in News and Citizen 6/16/2025
3. Notice placed on the town website and at three locations in town on 6/19/2025
4. Abutters notified on 6/19/2025
5. Notice sent to Applicant 6/19/2025

<u>STAFF COMMENTS (**Comments In Bold**):</u>

1. Continuation of application #2025-011 submitted by Matthew Percy, on behalf of Dale E. Percy,Inc (Applicant). (Parcel 16099-09, 0 Elizabeths Lane, Morristown), requesting to subdivide +/- 32.65-acre parcel 16099-9 into 6 new parcels:16099-18 (0.50 ac), 16099-19 (0.68 ac), 16099-21 (0.82 ac), and 16099-23 (Open Space), 16099-30 (0.66 ac), 16099-09 becomes +/- 7.02 acres. Merge 16098 (4.34 ac) into new Parcel 16099-23 for 25.11 acres of Open Space. Parcel 16099-15 merges into 16099-14 to become 1.39 acres. This application is Phase 3 of a Planned Unit Development to be reviewed under Section 510 of the 2023 Morristown Morrisville Zoning and Subdivision Regulations (The Bylaws).
2. The property is in the Rural Residential Agricultural district and will be subject to the dimensional requirements noted in Section 204.5b.
3. Given that the Applicants are applying for 6-unit subdivisions the project meets the definition of a major subdivision noted in Section 710.2 of The Bylaws.
4. Section 710.2 notes that all major subdivisions have to be reviewed as planned unit developments (PUD) and will be subject to the regulations noted in Section 510 of The Bylaws.
5. The Applicants are required to protect the items noted in a-j of Section 510.2 of the bylaws.
6. The Natural Resource Atlas does not indicate the presence of any of the following items noted Section 510.2 : a, b, d, f, g, h, i, j.
7. The Applicants wetland delineation (submittal H) notes the presence of a wetland.
8. The Applicants site plan (Submittal D) does not indicate any land development occurring inside of the delineated wetland or wetland buffer.
9. The Project is subject to the Dimensional Requirements noted in Section 510.a-b of The Bylaws.
10. The original parcel was 40.18
11. The applicants plans indicate hate 25.11 acres will be conserved in excess of the required 50% as noted in Section 510.5.b of The Bylaws.
12. The minimum lot size for the RRA district is 80,000ft2
13. Section 510.5.b.1of The Bylaws notes that the total development area can be reduced 50% provided the remaining land is conserved.
14. Proposed parcels 18-20 are under the 50% lot size reduction noted in Section 510.5.b of The Bylaws.
15. Section 510.5.b.5 notes that lot sizes can be reduced to one quarter of the required lot size for the district provide one of the conditions noted in a-b. are met.
16. Item c of Section 510.5.b.5 notes that project that are considered class two development (development that has a community septic or water system as noted in the definitions Section 910 of The Bylaws) can further reduce there minimum lot size to a quarter of what is required.
17. This would drop the minimum lot size for this project to 20,000 ft2 or .45 acres.
18. All new proposed lots would be in excess of the 20,000 ft2 minimum lot requirement as indicated in the applicants plan set.
19. Section 510.6 a-n notes the open space requirements for PUDs.
20. The applicants project complies with the following sections of 510.6: a, b, c, d, e, f, g, h, j, n (**While the Applicants plan set shows a trail running along half of the proposed building lots as noted in n of Section 510.6 It is unclear how these abutting properties would access the trail from their properties. In addition, it is not clear how the public would access the**

required public trials. The Board could consider requiring the applicant to show how these properties would connect to the proposed trail).

21. Section k. of 510.6 notes the following:
    a. The ownership of the Open Space shall be conveyed to the Town, the Town's Conservation Commission, or a nonprofit organization or land trust whose principal mission is the conservation and protection of open space, or to a corporation or trust owned jointly or in common by the owners of lots within the proposed Conservation Subdivision. If conveyed to a trust or the subdivision's homeowners association, maintenance of such open space and facilities shall be permanently legally guaranteed, with said guarantee providing for mandatory assessments for open space maintenance expenses being levied against each lot as part of the homeowner's association. Any proposed open space, unless conveyed to the Village, Town of or its Conservation Commission, shall be subject to a recorded conservation restriction, providing that such land shall be perpetually maintained as open space and be preserved exclusively for the purposes set forth herein.
22. The Applicants HOA agreement (Submittal F) notes that the open space will be maintained by the HOA as noted in Section k of 510.6.k. (**While the HOA agreement does have provisions for maintaining the required open space it does not appear to reference the correct lot. The HOA documents reference 16-99-09 as the open space lot. However, the applicant's new plans indicate that the open space lot is 16-00-23. The Applicants should update the HOA agreement to ensure the correct lot is referenced.)**
23. Section l. of 520.6 notes the following:
    a. A maintenance easement shall be granted to the Town to ensure its perpetual maintenance and provide that in the event the open space is not maintained in reasonable condition. The easement must state that the Town may, after notice to the lot owners and public hearing, enter upon such land to provide maintenance. The cost of such maintenance by the Town shall be assessed against the properties within the development and/or to the owner of the open space. The Town may file a lien against the lot(s) to ensure payment of such maintenance.
24. Neither the HOA document or the covenants note provisions to allow the town to maintain the open space noted as required by Section l. 520.6. **(The Applicants will need to add provision of their covenants to allow the town to come in and maintain the required open space as noted in l. of 520.6)**
25. Approval of the Final Subdivision Plat is regulated by Section 770.a-t of The Bylaws.
26. The Applicants project complies with the following Sections of 770: a, b, d, e, f, g, h, i, j, k, l, o, p, r, s, t,
27. The Applicants plat does not have a seal of a licensed land surveyor as noted in Section 770.c of The Bylaws.
28. The Applicants plat does not note the zoning district for this project as noted in Section 770.m of The Bylaws.
29. The Applicants plat does not note any culverts and storm drains as noted in Section 770.n of The Bylaws.
30. The Applicants plat does not note any cross section of proposed grading for roadways paths and sidewalks noted in Section 770.q of The Bylaws

31. Section 820.2 of The Bylaws notes that public roads shall be built to the Morristown Road Polices
32. Section C.3 of the Morristown Road Polcicy notes the following standards for private roads:
    a. Private roads built to less than Town road standards that provide access to three or more properties shall have a minimum width of 16-feet (measured from the outside edge of the roadside ditches), be passable in all seasons by a standard car and be paved or gravel depending on the underling zoning of the area per the Rural or Urban Specifications found above. Access roads to two or less properties shall be determined to be private driveways and shall not be required to meet either the Urban or Rural cross-sections and shall not be serviced as Town roads.
33. The applicants plan set notes a road that serves 4 lots ending in a cul de sac
34. Section B.8 of the Morristown Road Policy notes the Following :
    a. The Selectboard **shall determine** if new development roads meet the standards found below in §C **prior to the Development Review Board granting §750 Final Plat Approval**, also as specified in the Morristown Subdivision & Zoning Bylaws. The Selectboard shall also name said road at this same time.
35. The applicants have not indicated that their road was approved by the Selectboard prior to submitting an application for final plat approval. (**Given that the Selectboard has to approved this road as required the Board should strongly consider continuing the application until the Selectboard has approved the road and road name)**.
36. Section C.7 of the Morristown Road Policy notes that driveway culverts need to be 18 in wide and road culverts need to be 24in wide. **(The Applicants have not indicated whether any of the new lots will require culverts.)**
37. Section 820.4 notes that the minimum radius of 70 feet unless they receive a letter from the fire chief indicating that they will not need a wider cul-de-sacs to service the subdivision.
38. The Applicants site plan notes a 70ft wide cul-de-sacs
39. The Applicants have to provided information noting the diameter of the cul-de-sacs.
40. Section 850.1 notes that the applicants are required to submit a drainage plan for the project.
41. The Applicants have not provided an erosion and sedimentation control plan as noted in Section 860.1

OUTSTANDING ITEMS:

1. Updated HOA agreement to reference 16-99-23 as the required open space lot.
2. Provisions in the HOA or covenants to allow the town to come in and maintain the required open space.
3. The seal of the surveyor who prepared the plat. Section 770.c of The Bylaws.
4. The zoning district for this project as noted in Section 770.m of The Bylaws.
5. The location of any culverts and storm drains as noted in Section 770.n of The Bylaws.
6. Any cross section of proposed grading for roadways paths and sidewalks noted in Section 770.q of The Bylaws.
7. Selectboard approval prior to DRB approval of the final plat as noted in Section B.8 of the Morrisville Road policy.
8. Drainage plan as noted in Section 850.1 of The Bylaws.

9. Erosion and sedimentation control plan as noted in Section 860.1 of The Bylaws.

ITEMS FOR DRB CONSIDERATION:

1. Should the application be continued until the applicants have provided the following:
   a. The selectboard approves the rural road and road name.
   b. Erosion and Sedimentation plan.
   c. Updated HOA agreement noting 16-99-23 as the open space lot
   d. Seal of the surveyor on the plat.
   e. The name of the applicable zoning district shown on the map.

RECOMMENDATIONS TO THE DRB

1. Continue the application until the applicants have provide the outstanding information noted above.

TOWN OF MORRISTOWN/VILLAGE OF MORRISVILLE
SUBDIVISION PERMIT APPLICATION

Tax Map Number: 16099-09 Permit Number: ______

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

All questions **Must** be completed in full or application will be **Denied**, Please print or type information

Subdivision Name: Elizabeth Lane

E-911 Property Address: 0 Elizabeths Lane

Property Owner: Dale E Percy, Inc.

Mailing Address: 269 Weeks Hill Road, Stowe, VT, 05672

Applicant (if different than owner): N/A

Mailing Address: N/A

Telephone: Work: (802) 249-1796 Home: ______ Email: matt@dalepercyinc.com

Engineer of Plan: Tyler Mumley, Mumley Engineering, Inc.

Mailing Address: PO Box 68, Morrisville VT 05661

Telephone: 802-851-8882 Email: tyler@mumleyin.com Zoning District: RRA

Total Acreage: 11.88 Number of Lots: ______ Acreage per Lot: 18 = 0.50 19 = 0.68

20 = 0.66 21 = 0.82 22 = 0.93 23 = 20.77 9 = 7.02 14 = 1.39 23 = 25.11

Road Frontage: N/A Length of Internal Road: N/A

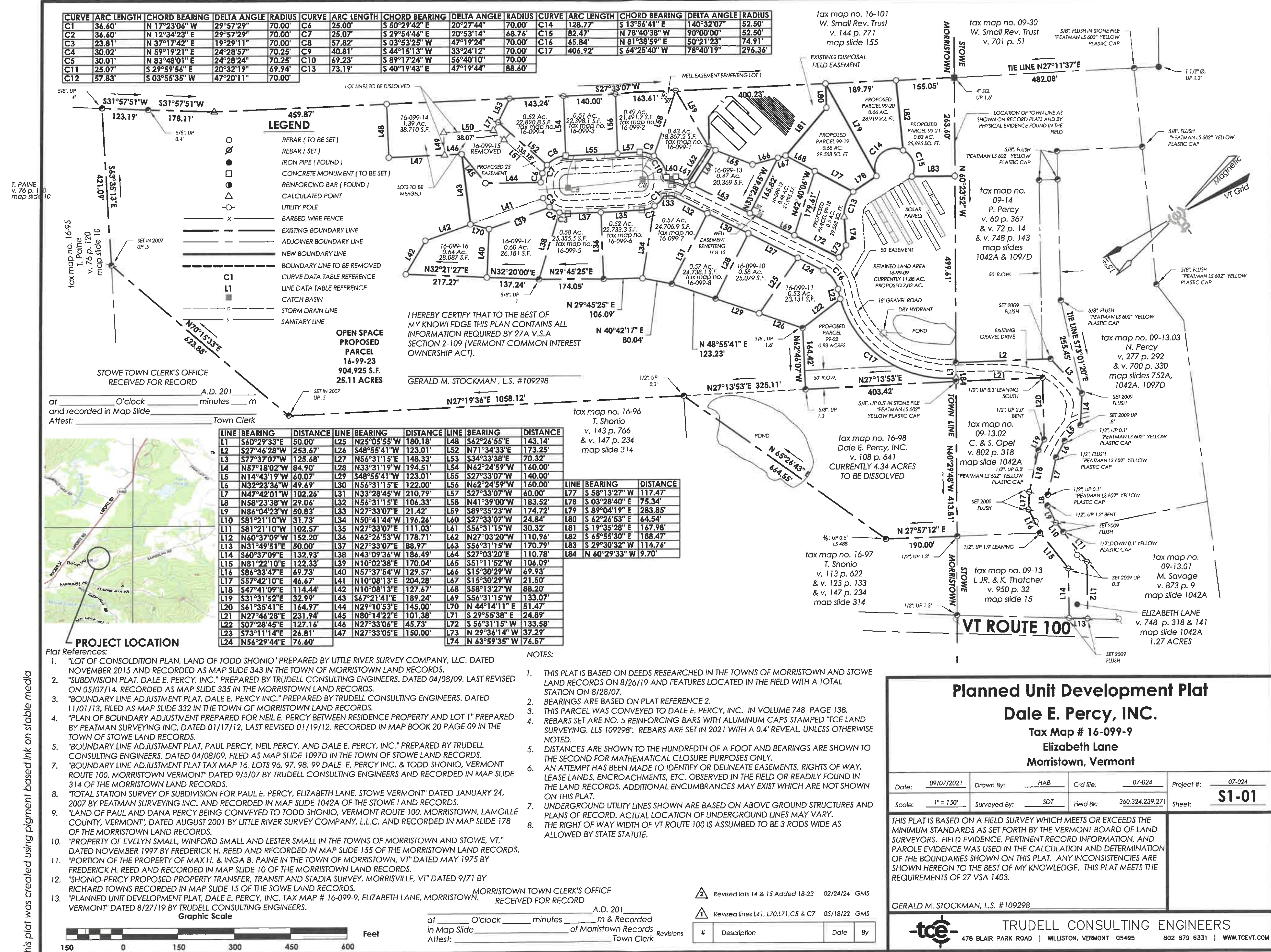
Act 250 Applied For: Y/N (N circled) State Subdivision Applied For: Y/N (Y circled) Easements/Rights-of-Way: Y/N (Y circled)
Are They Shown on Plat: Y/N (Y circled) PUD: Y/N (N circled) Number of Units: ______ Erosion Plan: Y/N (Y circled)

Description of Project:

Subdivide ±32.65-acre parcel 16099-9 into 6 new parcels: 16099-18 (0.50 ac), 16099-19 (0.68-ac), 16099-20 (0.66-ac), 16099-21 (0.82-ac), 16099-22 (0.93 ac), and 16099-23 (Open Space). 16099-09 becomes ±7.02 acres. Merge Parcel 16098 (4.34 ac) into new Parcel 16099-23 for 25.11 acres of Open Space. Parcel 16099-15 merges into 16099-14 to become 1.39 acres.

The undersigned hereby requests a hearing for the proposed subdivision described above. Any permit issued as a result of this application shall be null and void in the event of misrepresentation or failure to file a survey plat of the subdivision within 180 days of approval.

Matthew Percy (Digitally signed by Matthew Percy Date: 2025.03.05 08:53:01 -05'00')	Matthew Percy (Digitally signed by Matthew Percy Date: 2025.03.05 08:53:25 -05'00')	03/05/2025
Signature of Owner	Signature of Applicant	Date Submitted



CURVE	ARC LENGTH	CHORD BEARING	DELTA ANGLE	RADIUS	CURVE	ARC LENGTH	CHORD BEARING	DELTA ANGLE	RADIUS	CURVE	ARC LENGTH	CHORD BEARING	DELTA ANGLE	RADIUS
C1	36.60'	N 17°23'06" W	29°57'29"	70.00'	C6	25.00'	S 50°29'42" E	20°27'44"	70.00'	C14	128.77'	S 13°56'41" E	140°32'07"	52.50'
C2	36.60'	N 12°34'23" E	29°57'29"	70.00'	C7	25.07'	S 29°54'46" E	20°53'14"	68.76'	C15	82.47'	N 78°40'38" W	90°00'00"	52.50'
C3	23.81'	N 37°17'42" E	19°29'11"	70.00'	C8	57.82'	S 03°53'25" W	47°19'24"	70.00'	C16	65.84'	N 81°38'59" E	50°21'23"	74.91'
C4	30.02'	N 59°19'21" E	24°28'57"	70.25'	C9	40.81'	S 44°15'13" W	33°24'12"	70.00'	C17	406.92'	S 64°25'40" W	78°40'19"	296.36'
C5	30.01'	N 83°48'01" E	24°28'24"	70.25'	C10	69.23'	S 89°17'24" W	56°40'10"	70.00'					
C11	25.07'	S 29°59'56" E	20°32'19"	69.94'	C13	73.19'	S 40°19'43" E	47°19'44"	88.60'					
C12	57.83'	S 03°55'35" W	47°20'11"	70.00'										

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S60°29'33"E	50.00'	L25	N25°05'55"W	180.18'	L48	S62°26'55"E	143.14'			
L2	S27°46'28"W	253.67'	L26	S48°55'41"W	123.01'	L52	N71°34'33"E	173.25'			
L3	S77°37'07"W	125.68'	L27	N56°31'15"E	148.33'	L53	S34°33'38"E	70.32'			
L4	N57°18'02"W	84.90'	L28	N33°31'19"W	194.51'	L54	N62°24'59"W	160.00'			
L5	N14°43'19"W	60.07'	L29	S48°55'41"W	123.01'	L55	S27°33'07"W	140.00'			
L6	N32°23'36"W	49.69'	L30	N56°31'15"E	122.00'	L56	N62°24'59"W	160.00'			
L7	N47°42'01"W	102.26'	L31	N33°28'45"W	210.79'	L57	S27°33'07"W	60.00'	L77	S 58°13'27" W	117.47'
L8	N58°23'38"W	29.06'	L32	N56°31'15"E	106.33'	L58	N41°39'00"W	183.52'	L78	S 03°28'40" E	75.34'
L9	N86°04'23"W	50.83'	L33	N27°33'07"E	21.42'	L59	S89°35'23"W	174.72'	L79	S 89°04'19" E	283.85'
L10	S81°21'10"W	31.73'	L34	N50°41'44"W	196.26'	L60	S27°33'07"W	24.84'	L80	S 62°26'53" E	64.54'
L11	S81°21'10"W	102.57'	L35	N27°33'07"E	111.03'	L61	S56°31'15"W	30.32'	L81	S 19°35'28" E	167.98'
L12	N60°37'09"W	152.20'	L36	N62°26'53"W	178.71'	L62	N27°03'20"W	110.96'	L82	S 65°55'30" E	188.47'
L13	N31°49'51"E	50.00'	L37	N27°33'07"E	88.97'	L63	S56°31'15"W	170.79'	L83	S 29°30'32" W	114.76'
L14	S60°37'09"E	132.93'	L38	N43°09'36"W	186.49'	L64	S27°03'20"E	110.78'	L84	N 60°29'33" W	9.70'
L15	N81°22'10"E	122.33'	L39	N10°02'38"E	170.04'	L65	S51°11'52"W	106.09'			
L16	S86°33'47"E	69.73'	L40	N57°37'54"W	129.57'	L66	S15°30'29"W	69.93'			
L17	S57°42'10"E	46.67'	L41	N10°08'13"E	204.28'	L67	S15°30'29"W	21.50'			
L18	S47°41'09"E	114.44'	L42	N10°08'13"E	127.67'	L68	S58°13'27"W	88.20'			
L19	S31°31'52"E	32.99'	L43	S67°21'41"E	189.24'	L69	S56°31'15"W	133.07'			
L20	S61°35'41"E	164.97'	L44	N29°10'53"E	145.00'	L70	N 44°14'11" E	51.47'			
L21	N27°46'28"E	231.94'	L45	N80°14'22"E	101.38'	L71	S 29°55'38" E	24.89'			
L22	S07°28'45"E	127.16'	L46	N27°33'06"E	45.73'	L72	S 56°31'15" W	133.58'			
L23	S73°11'14"E	26.81'	L47	N27°33'05"E	150.00'	L73	N 29°36'14" W	37.29'			
L24	N56°29'44"E	76.60'				L74	N 63°59'35" W	76.57'			

Plat References:

1. "LOT OF CONSOLDITION PLAN, LAND OF TODD SHONIO" PREPARED BY LITTLE RIVER SURVEY COMPANY, LLC. DATED NOVEMBER 2015 AND RECORDED AS MAP SLIDE 343 IN THE TOWN OF MORRISTOWN LAND RECORDS.
2. "SUBDIVISION PLAT, DALE E. PERCY, INC." PREPARED BY TRUDELL CONSULTING ENGINEERS. DATED 04/08/09, LAST REVISED ON 05/07/14. RECORDED AS MAP SLIDE 335 IN THE MORRISTOWN LAND RECORDS.
3. "BOUNDARY LINE ADJUSTMENT PLAT, DALE E. PERCY INC." PREPARED BY TRUDELL CONSULTING ENGINEERS. DATED 11/01/13, FILED AS MAP SLIDE 332 IN THE TOWN OF MORRISTOWN LAND RECORDS.
4. "PLAN OF BOUNDARY ADJUSTMENT PREPARED FOR NEIL E. PERCY BETWEEN RESIDENCE PROPERTY AND LOT 1" PREPARED BY PEATMAN SURVEYING INC. DATED 01/17/12, LAST REVISED 01/19/12. RECORDED IN MAP BOOK 20 PAGE 09 IN THE TOWN OF STOWE LAND RECORDS.
5. "BOUNDARY LINE ADJUSTMENT PLAT, PAUL PERCY, NEIL PERCY, AND DALE E. PERCY, INC." PREPARED BY TRUDELL CONSULTING ENGINEERS. DATED 04/08/09, FILED AS MAP SLIDE 1097D IN THE TOWN OF STOWE LAND RECORDS.
7. "BOUNDARY LINE ADJUSTMENT PLAT TAX MAP 16, LOTS 96, 97, 98, 99 DALE E. PERCY INC. & TODD SHONIO, VERMONT ROUTE 100, MORRISTOWN VERMONT" DATED 9/5/07 BY TRUDELL CONSULTING ENGINEERS AND RECORDED IN MAP SLIDE 314 OF THE MORRISTOWN LAND RECORDS.
8. "TOTAL STATION SURVEY OF SUBDIVISION FOR PAUL E. PERCY, ELIZABETH LANE, STOWE VERMONT" DATED JANUARY 24, 2007 BY PEATMAN SURVEYING INC. AND RECORDED IN MAP SLIDE 1042A OF THE STOWE LAND RECORDS.
9. "LAND OF PAUL AND DANA PERCY BEING CONVEYED TO TODD SHONIO, VERMONT ROUTE 100, MORRISTOWN, LAMOILLE COUNTY, VERMONT", DATED AUGUST 2001 BY LITTLE RIVER SURVEY COMPANY, L.L.C. AND RECORDED IN MAP SLIDE 178 OF THE MORRISTOWN LAND RECORDS.
10. "PROPERTY OF EVELYN SMALL, WINFORD SMALL AND LESTER SMALL IN THE TOWNS OF MORRISTOWN AND STOWE, VT." DATED NOVEMBER 1997 BY FREDERICK H. REED AND RECORDED IN MAP SLIDE 155 OF THE MORRISTOWN LAND RECORDS.
11. "PORTION OF THE PROPERTY OF MAX H. & INGA B. PAINE IN THE TOWN OF MORRISTOWN, VT" DATED MAY 1975 BY FREDERICK H. REED AND RECORDED IN MAP SLIDE 10 OF THE MORRISTOWN LAND RECORDS.
12. "SHONIO-PERCY PROPOSED PROPERTY TRANSFER, TRANSIT AND STADIA SURVEY, MORRISVILLE, VT" DATED 9/71 BY RICHARD TOWNS RECORDED IN MAP SLIDE 15 OF THE SOWE LAND RECORDS.
13. "PLANNED UNIT DEVELOPMENT PLAT, DALE E. PERCY, INC. TAX MAP # 16-099-9, ELIZABETH LANE, MORRISTOWN, VERMONT" DATED 8/27/19 BY TRUDELL CONSULTING ENGINEERS.

Graphic Scale: 150 0 150 300 450 600 Feet

NOTES:

1. THIS PLAT IS BASED ON DEEDS RESEARCHED IN THE TOWNS OF MORRISTOWN AND STOWE LAND RECORDS ON 8/26/19 AND FEATURES LOCATED IN THE FIELD WITH A TOTAL STATION ON 8/28/07.
2. BEARINGS ARE BASED ON PLAT REFERENCE 2.
3. THIS PARCEL WAS CONVEYED TO DALE E. PERCY, INC. IN VOLUME 748 PAGE 138.
4. REBARS SET ARE NO. 5 REINFORCING BARS WITH ALUMINUM CAPS STAMPED "TCE LAND SURVEYING, LLS 109298". REBARS ARE SET IN 2021 WITH A 0.4' REVEAL, UNLESS OTHERWISE NOTED.
5. DISTANCES ARE SHOWN TO THE HUNDREDTH OF A FOOT AND BEARINGS ARE SHOWN TO THE SECOND FOR MATHEMATICAL CLOSURE PURPOSES ONLY.
6. AN ATTEMPT HAS BEEN MADE TO IDENTIFY OR DELINEATE EASEMENTS, RIGHTS OF WAY, LEASE LANDS, ENCROACHMENTS, ETC. OBSERVED IN THE FIELD OR READILY FOUND IN THE LAND RECORDS. ADDITIONAL ENCUMBRANCES MAY EXIST WHICH ARE NOT SHOWN ON THIS PLAT.
7. UNDERGROUND UTILITY LINES SHOWN ARE BASED ON ABOVE GROUND STRUCTURES AND PLANS OF RECORD. ACTUAL LOCATION OF UNDERGROUND LINES MAY VARY.
8. THE RIGHT OF WAY WIDTH OF VT ROUTE 100 IS ASSUMED TO BE 3 RODS WIDE AS ALLOWED BY STATE STATUTE.

MORRISTOWN TOWN CLERK'S OFFICE RECEIVED FOR RECORD
A.D. 201______
at ______ O'clock ______ minutes ______ m & Recorded in Map Slide______ of Morristown Records
Attest: ______ Town Clerk

Revisions

#	Description	Date	By
2	Revised lots 14 & 15 Added 18-23	02/24/24	GMS
1	Revised lines L41, L70,L71,C5 & C7	05/18/22	GMS

Planned Unit Development Plat
Dale E. Percy, INC.
Tax Map # 16-099-9
Elizabeth Lane
Morristown, Vermont

Date: 09/07/2021	Drawn By: HAB	Crd file: 07-024	Project #: 07-024
Scale: 1" = 150'	Surveyed By: SDT	Field Bk: 360,324,239,271	Sheet: S1-01

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 EVIDENCE, PERTINENT RECORD INFORMATION, AND PAROLE EVIDENCE 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.

GERALD M. STOCKMAN, L.S. #109298

TRUDELL CONSULTING ENGINEERS
478 BLAIR PARK ROAD | WILLISTON, VERMONT 05495 802 879 6331 | WWW.TCEVT.COM

This plat was created using pigment based ink on stable media

June 13, 2025

Gary Nolan, DRB Chair
Town of Morristown
43 Portland Street
Morrisville VT 05661

Subject: Continuation of Public Hearing on Application #2025-041 Project 24092
Request For Supplemental Information
Percy Tinker Subdivision
Elizabeths Lane, Morristown, Vermont

Dear Mr. Nolan,

We received your letter dated June 12, 2025 with request for supplemental information regarding application #2025-041 for Phase 3 of the Tinker Subdivision at Elizabeths Lane by Dale E. Percy, Inc.

The requests are copied below in *italic*, and we offer the following responses in blue, including associated attached documents as referenced:

1. *A project narrative confirming that Phase 3 is the final phase per Bylaw Section 510 (l).*
   i. Phase 3 will be the final phase of this project.
2. *More information on the role of the HOA in the following: Solar array decommissioning, Fire pond maintenance, Stormwater maintenance.*
   i. The HOA will be responsible for the future on-going maintenance of the Fire Pond and the shared stormwater infrastructure.
   ii. The HOA will take full ownership when more than 50% of the lots are sold by Dale E. Percy, Inc. (so, basically after 11 lots are sold).
   iii. The solar panels are owned by a private third party that leases the land. At such time that the lease is ended or the productive life of the solar panels is ended, the private third party will decommission the panels. At such time, the land will simply be part of "Lot 9", owned and maintained by the HOA, and remain undeveloped.
3. *Existing recorded HOA documents which will require DRB review. Amendment to those documents may be required for Phase 3 approval.*
   i. Attached are the recorded HOA documents for this development.
4. *A plan to protect required open spaces.*
   i. The project includes a proposed 25.11-acre "Open Space" lot (proposed Parcel #16099-23). This Open Space will be protected as is own parcel, as described in the HOA Declaration.

   ii. The HOA will own the Open Space land and be responsible for its maintenance and protection, as included in the Declaration.

5. *A plan to protect existing Vermont Association of Snow Travelers ("VAST") trail connections with the following information: Written confirmation of how the existing snowmobile trail relocation would be completed, map of the proposed relocation, consent of those impacted landowners.*
   i. Copied below is an image from the VAST Trail Map site showing the 2024-2025 trails. As you can see, the existing trail crosses just a small portion of the southwest corner of the subject parcel.
   ii. The land to the south is currently going through permitting and development for residential use and the VAST trail will need to be relocated off this property as well.
   iii. It is expected that the future path of the trail will move to the east and enter into the Small property sooner at its south end.
   iv. The landowner will work with VAST in a friendly and cooperative manner as needed and commits to providing continued safe access.

6. *A plan for the construction of proposed trails*
   i. A proposed trail has been added to the site that connects from the beginning of Elizabeths Lane at the entrance of the subdivision to around the lots to the rear of the Elizabeths Lane at the north end of the round-a-bout, which will provide connectivity to the Open Space.
   ii. This trail will be constructed as a simple low-impact low-maintenance walking trail through the woods and meadowland areas.

7. *A plan to connect these proposed trails to existing trails.*
   i. There are not currently any existing trails.

8. *A plan for the delineation of open space limits (boulders or fencing).*
   i. The Open Space will be delineated with boulders. They will be 2' – 3' in diameter and spaced every 20' – 30' in length.

9. *Provide a plan to link homes to open space with at least 50% of the home lots connected by walkway, per Section 510, #6 (n). A site plan is required to show compliance with this section.*
   i. There are 20 residential lots proposed (total / final) for this project.
   ii. The Open Space abuts 10 of the parcels, including (from north to south) lots 14, 16, 17, 5, 6, 7, 8, 10, 11, and 22, and they can access the Open Space directly from their property.
   iii. The remaining lots can utilize the roadway right-of-way to access the connecting trails to the Open Space.

10. *Written confirmation from the Morristown Fire Chief that the project has been designed to ensure fire protection to serve the project as noted in Section 840.8.*
   i. Attached is a confirmation email from the Morristown Fire Chief

11. *Copy of the State 1 1 1 1 permit for Elizabeth Lane to access VT 100 in Stowe.*
   i. Attached.

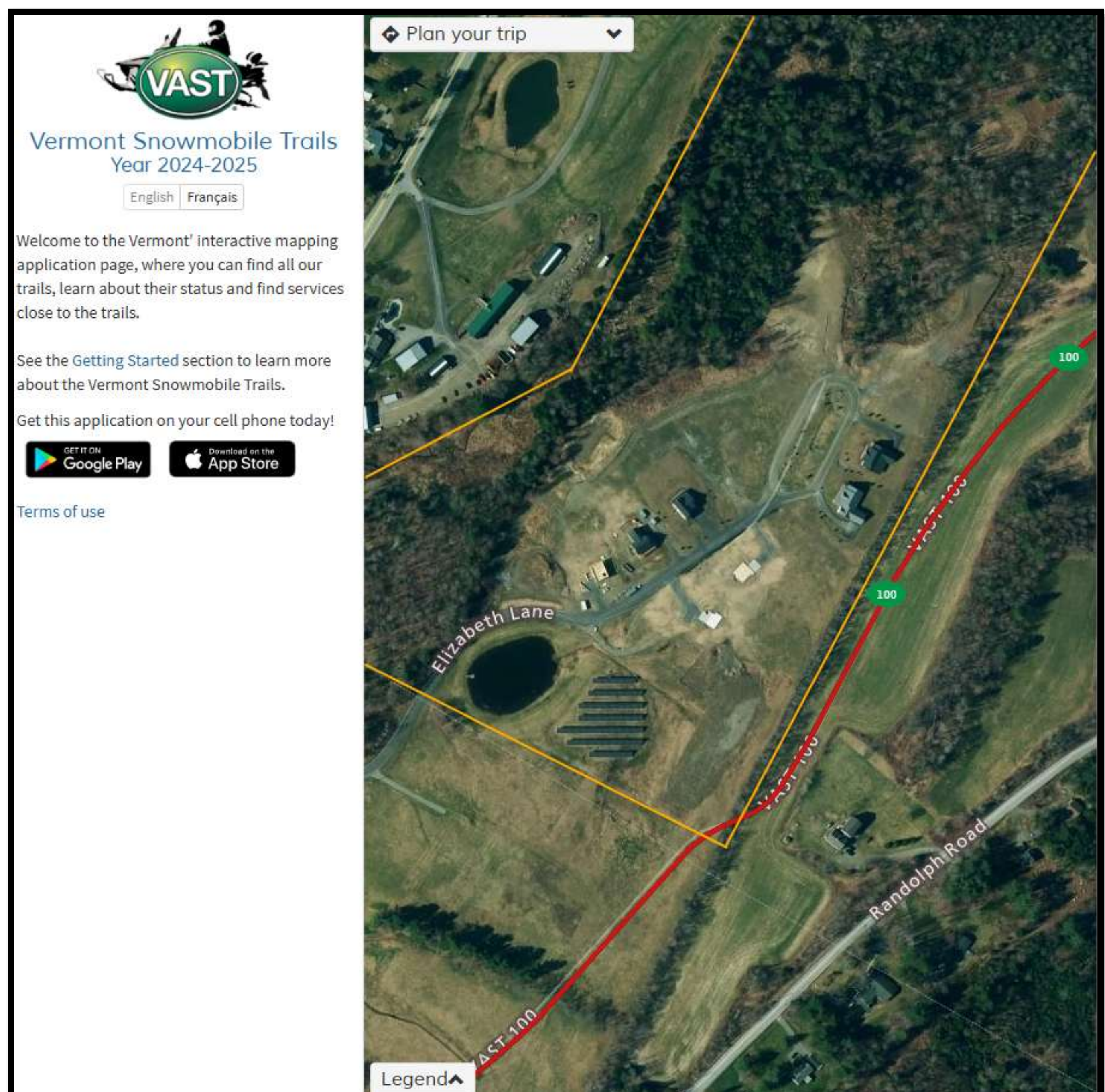
12. *A wetland delineation that is less than 5 years old, delineated by a wetland biologist or certified consultant per the 2023 Vermont Wetland Rules. See Bylaw Section 340.*
    i. The property has been delineated for existing wetlands by Arrowwood Environmental on June 4th, 2025. The wetland map is attached. This wetland delineation has also been added to the proposed Site Plan by Mumley Engineering, Inc. and attached.
13. *Written confirmation from the Vermont Public Utilities Commission that the solar array structures may be located at zero setback to a road right-of-way boundary, or confirmation from the PUC as to the minimum setback distance if one is required.*
    i. Attached is Rule 5.100 of the Vermont Public Utility Commission regarding construction and operation of net-metering systems.
    ii. Section 5.113(2)(b) on page 27 requires a 25' setback from property lines.
    iii. There is no rule for setbacks from a private roadway.

Please do not hesitate to contact me if you have any comments or questions.

Sincerely,
Tyler Mumley, P.E.

Mumley Engineering, Inc.
tyler@mumleyinc.com
802-881-6314

Attached:
- Tinker Subdivision HOA Declaration
- Wetland Delineation by Arrowwood Environmental, dated June 9, 2025
- Proposed Site Plan, by Mumley Engineering, Inc., including:
    - Proposed open space trail
    - Proposed open space delineation
    - Recently delineated existing wetland area
- Email from Fire Chief
- VTrans permit for Elizabeths Lane
- Rule 5.100 from Vermont Public Utilities Commission


VAST
Vermont Snowmobile Trails
Year 2024-2025
English
Français
Welcome to the Vermont' interactive mapping application page, where you can find all our trails, learn about their status and find services close to the trails.
See the Getting Started section to learn more about the Vermont Snowmobile Trails.
Get this application on your cell phone today!
GET IT ON Google Play
Download on the App Store
Terms of use
Plan your trip
Elizabeth Lane
Randolph Road
100
100
VAST 100
Legend

SITE PLAN
DALE E. PERCY, INC.
ELEIZABETH LANE
MORRISTOWN, VERMONT

MUMLEY ENGINEERING, INC.
46 HUTCHINS STREET
MORRISVILLE, VT 05661
WWW.MUMLEYENGINEERING.COM

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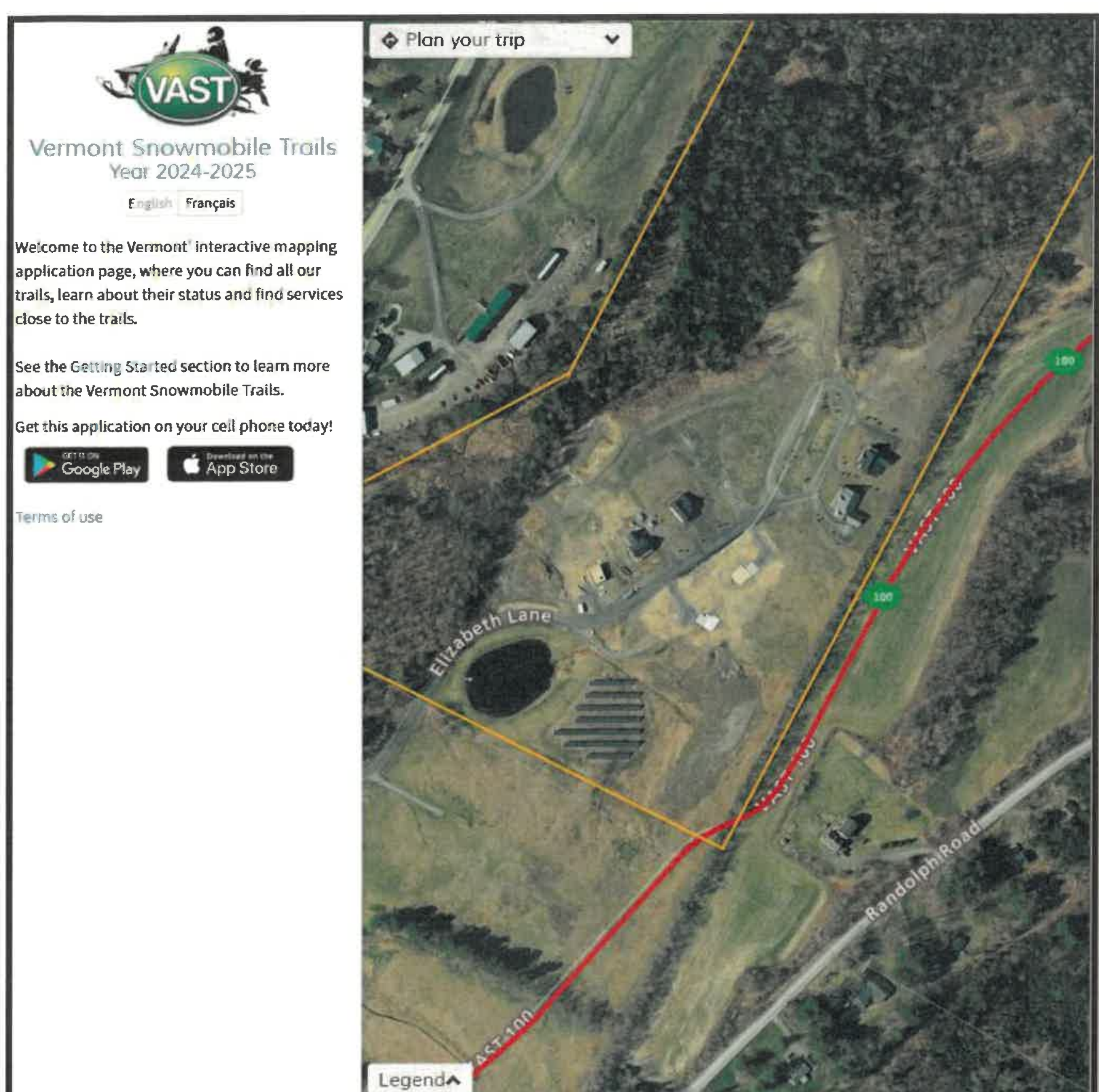
PROJECT NO.	24092
DRAWN BY	WEH/REB
CHECKED BY	TRM
SCALE	1" = 60'
DATE	06/13/25

SHEET NO.
C-2
2 OF 7 SHEETS


Plan your trip
VAST
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Year 2024-2025
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Elizabeth Lane
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100
Legend

Schedule B.

BY-LAWS
OF
TINKER GRAVEL PIT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

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

ARTICLE 11
DEFINITIONS

Section 1. "Association" shall mean and refer to Tinker Gravel Pit Subdivision Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean the common open land owned by the Association, together with the dry hydrant and pond system and wastewater disposal systems located thereon.

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

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

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

ARTICLE IV
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Failure to hold the annual meeting at the designated time or place shall not work a forfeiture or dissolution of the Association.

Section 2. Notice of Meetings. Written notice of any special meetings of the members shall be given by, or at the direction of, the secretary of persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notices of the annual meeting shall be given by posting notices of same at least seven (7) days prior to the meeting in a public and conspicuous place within.

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

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

ARTICLE V
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

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

Section 2. Term of Office. Directors shall hold office for a period of one (1) year. Cumulative voting in the election of directors shall not be permitted.

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

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

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by

obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VII
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. A regular meeting of the directors shall be held without notice immediately after and at the same place as the annul meeting of members. The Board may by resolution provide the time and place within Chittenden County, State of Vermont, for holding an additional regular meeting without notice other than by such resolution.

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

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

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

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

(b) suspend the voting rights and the right to use of the common areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after

notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

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

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

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

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

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

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

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

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

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

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

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

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area (Lot 6), the access roadway and any other facilities owned by the Association to be maintained in accordance with State and local permits and approvals.

ARTICLE IX
OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

PRESIDENT

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

VICE - PRESIDENT

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

SECRETARY

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

TREASURER

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

AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.

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

COMPENSATION OF OFFICERS

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

ARTICLE X
COMMITTEES

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

ARTICLE XI
BUDGET AND ASSESSMENT

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

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

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

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

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

Section 6. Delinquent Costs. If an Owner fails to pay when any assessment is due he shall be liable for interest thereon from the due date at the legal rate of interest then prevailing at local lending institutions for mortgages and further in event collection

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

ARTICLE XV
AMENDMENTS

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

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

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

ARTICLE XVI
GENERAL PROVISIONS

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

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

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

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

ARTICLE XVII
FISCAL YEAR

The fiscal year of the Association shall begin on January 1 and shall end on December 31 of every year, except that the first fiscal year shall begin on the date of the incorporation.

Passed by Resolution of the TINKER GRAVEL PIT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Dated 12/6/2021

Attest, Diann Percy, Secretary
Diann Percy, Secretary

is required the unit owner shall be responsible for any attorney's fees or costs in connection with the collection of same, including the cost of foreclosure if necessary.

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

Section 8. Suspension of Rights. The Association may suspend the right of a delinquent owner to vote at membership meetings and to use the Association property and once suspended such rights shall not be restored until the amount of the assessment has been made in full together with all interests and costs of collection.

Section 9. Audit. An audit of the accounts of the Association shall be made annually, and a copy of the audit report shall be furnished to each member not later than six (6) months after the end of the fiscal year.

ARTICLE XII
ADDITIONS, ALTERATIONS, and IMPROVEMENTS

Section 1. Additions, Alterations, and Improvements by the Board of Directors. Whenever, in the judgment of the Board of Directors, the Common Area facilities shall require additions, alterations, or improvements costing in excess of Two Thousand, Five Hundred and no/100 Dollars ($2,500.00) the Board of Directors shall proceed with such alterations or improvements only with the consent of 75 percent of the unit owners and shall assess all unit owners for the costs of the common charge.

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

ARTICLE XIII
BOOK AND RECORDS

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

ARTICLE XIV
PARLIAMENTARY RULES

DOC: 31914
VOL: 307 PG: 182

TOWN CLERK'S OFFICE
Received DEC 15, 2021 10:30 AM
Recorded in VOL: 307 PG: 182 - 209
Of Morristown Land Records
ATTEST: Sara Haskins, Town Clerk

DECLARATION OF PLANNED COMMUNITY OF TINKER GRAVEL PIT SUBDIVISION, MORRISTOWN AND STOWE, VERMONT

WHEREAS, Dale E. Percy, Inc., is the owner of a parcel of land containing approximately 44.64 acres with a 50 foot right of way and easement for access and utilities over Elizabeth Lane, in Morristown and Stowe, Vermont, on which a sixteen (16) Lot Planned Community known as TINKER GRAVEL PIT SUBDIVISION is located and which it wishes to subject to covenants, conditions, restrictions, easements and liens in accordance with the provision of Title 27A of Vermont Statutes Annotated, Sections 1-101 et. seq. of the Uniform Common Interest Ownership Act.

ARTICLE 1
Submission, Defined Terms

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

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

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

"Association" shall mean and refer to the Tinker Gravel Pit Homeowners' Association, Inc., a Vermont nonprofit corporation, and its successors and assigns. The Association Lot Owners shall be the only members of the Association.

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

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

"Declarant" shall mean and refer to Dale E. Percy, Inc., and its successors and assigns.

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

(A) add real estate to a common interest community;

(B) create units, common elements, or limited common elements within a common interest community;

(C) subdivide units or convert units into common elements; or

(D) withdraw real estate from a common interest community.

"First Mortgagee" shall mean any commercial or savings bank, savings and loan association, trust company, mortgage company, insurance company, private mortgage insurance company, pension fund, person, corporation or business entity, including a corporation of or affiliated with the United States Government or any agency thereof, the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Federal Credit Union, and any other entities chartered under federal or state laws or agencies, which is the holder of any first mortgage lien, or the beneficiary under any first deed of trust encumbering an Association Lot. The term "Mortgage" shall be deemed to include both mortgages and deeds of trust.

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

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

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

"Plan" or "Plat" shall mean a Plat entitled "Planned Unit Development Plat, Dale E. Percy, Inc., Elizabeth Lane, Morristown, VT." by Trudell Consulting Engineers, dated September 7, 2021 and recorded in Morristown Land Records Slide ______.

"Property" shall mean residential Lots 16-99-01 through 16-99-08 and 16-99-10 through 16-99-17 depicted on the Plan, which includes the Open Space and Retained Land areas (which together are designated as Lot 16-99-09) as further described in Shedule A, attached hereto.

"Lot" shall mean a physical portion of the Community designated for separate ownership or occupancy depicted as Lots 16-99-01 through 16-99-08 and 16-99-10 through 16-99-17 on the Plan.

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

ARTICLE 2
Common Elements

Section 2.1. Common Elements.

(a) The Common Elements are depicted on the Plat as Open Land and Retained Land on said Plan.

(b) The Common Elements shall be devoted to the common use and enjoyment of all Lot Owners. No Lot Owner or any other person shall maintain any action for partition or division thereof. The Common Elements may be developed only as specifically authorized by the Town of Morristown, the Town of Stowe and the State of Vermont.

(c) Each Lot Owner may use the Common Elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of other Lot Owners. Use of the Common Elements shall be subject to the limitations set forth herein and as may otherwise be limited by the Declaration and the Rules and Regulations regarding the use thereof as may be established from time to time by the Members.

(d) The Retained Land is subject to a lease from Dale E. Percy, Jr., Inc., to Novus Energy Development, LLC, which lease was assigned to Novus Morrisville Solar, LLC, as described in an Amended and Restated Memorandum of Lease dated January 3, 2020 and of record in Volume 275, Page 260 of the Town of Morristown Land Records for the installation, maintenance and operation of a solar array on the premises with pedestrian and vehicular access to said array and for the installation of utility lines to and from said array to the public right of way.

(e) The Leased premises and the personalty of Novus Morrisville Solar, LLC located thereon is subject to a UCC Financing Statement for the benefit of VEDA recorded on October 12, 2021 in Book 304 Pages 47-48 of said Land Records.

Section 2.2 Limited Common Elements. None.

ARTICLE 3
The Association

Section 3.1 Membership.

(a) Each Association Lot Owner shall be assigned one appurtenant and indivisible membership in the Association which may not be assigned hypothecated, pledged, or transferred in any manner except as an indivisible appurtenance to the said Association Lot. Multiple or joint Owners of a single Association Lot shall be treated for all purposes as jointly owning and holding the one membership appurtenant to that particular Association Lot.

(b) A membership appurtenant to an Association Lot shall be initiated by either: (i) the recording of a deed in the Town of Morristown Land Records conveying an Association Lot to a purchaser; or (ii) the issuance of a certificate of occupancy for a Dwelling by the Town of Morristown whichever sooner occurs. Once a membership is initiated, liability for Assessments shall automatically commence. Membership in the Association shall be owned and held by each Association Lot Owner, including the Declarant with respect to unsold Association Lots.

(c) Except for Declarant's membership for unsold Association Lots, no membership rights or liability for Assessments shall be allocated or attributed to the purchaser of an Association Lot until the Association Lot is either sold or has been issued a certificate of occupancy.

(d) Liability for Assessments shall be prorated equally among the Members existing in the Association at any point in time, unless altered as hereinafter set forth in Subsections 3.4(a).

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

Section 3.3. Declarant Control. The Declarant will convey to the Association marketable title to the Common Elements by quit claim deed for One Dollar ($1.00), and the Association will accept said title. If not conveyed previously, the title shall be conveyed contemporaneously with the sale of the last Lot.

Nothing herein shall prevent Declarant from conveying its right title and interest in any portion of the project prior to completion.

Section 3.4 Reserved Development Rights

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

Declarant may create four (4) additional Lots, up to a maximum of twenty (20) residential Lots, from land which is part of the Property or from other property of the Declarant abutting the Property which Declarant may add to the Property by amendment to this Declaration.

The abutting property is described as follows: The parcel labelled "tax map no. 16-98 Dale E. Percy, INC. v. 108 p. 641 Not Subject To Common Interest Rights At This Time" on the Plan

Declarant's reserved Development Rights shall expire 5 (five) years after the date of the sale of the last original 16 Lots.

Declarant shall convey the Common Elements to the Association no later than at the time the last Lot is conveyed reserving any remaining Development Rights set forth herein.

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

(a) Allocated Interest: Common Expenses of the Association shall be borne equally among the Lots. Additionally, the Members may allocate expenses among the n Lots on a different basis if the basis is reasonably related to the benefits of the services provided. In addition, allocation of expenses, to Association Lots owned by Declarant, but not occupied, may be less than Assessments allocated to Association Lots which have been conveyed to persons other than Declarant.

(b) The Association shall maintain current copies of its Declaration, and any Rules and Regulations concerning the project, as well as its own books, records and financial statements. These will be available for inspection by Lot Owners or First Mortgagees. In addition, the Association must provide a financial statement for the preceding fiscal year upon the written request of any First Mortgagee.

ARTICLE 4
Covenant for Operating, Maintenance, Repair and Replacement Assessments

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

(a) Each Lot Owner, by accepting and recording a deed or other instrument conveying title to an Association Lot, whether or not it be so expressed in such deed or instrument, is deemed to covenant and agree to pay to the Association: (i) annual Assessments to pay for Common Expenses; and (ii) special Assessments for capital improvements, and reserves for maintenance, replacement, or modification of the Common Elements, and for such other purposes voted by the Association.

(b) The annual and special Assessments, together with interest, costs and reasonable attorneys' fees arising from the Association's efforts to collect the Assessment, shall be a charge against the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made, subordinate only, as to an Association Lot, the lien of a first mortgage thereon. Each Assessment, together with interest, costs and reasonable attorneys' fees arising from the Association's efforts to collect the Assessment, shall also be the personal obligation of the Association Lot Owner who was the Association Lot Owner of an Association Lot at the time when the Assessment became due.

(c) No Association Lot Owner shall be exempt from liability for Assessments by attempted waiver of the use or enjoyment of any of the Common Elements, by abandonment of a Lot, or for any other reason. Prior to or at the time of any conveyance of an Association Lot, all liens and Assessments shall be paid in full to the Association and discharged by the Association. The purchaser of an Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid Assessments against the latter, up to the time of recording of the instrument transferring ownership of the Association Lot, without prejudice to the purchaser's right to recover from the selling Lot

Owner amounts which may have been paid by the purchaser; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid Assessments against the selling Association Lot Owner within five (5) days following a written request to the Association, and the purchaser shall not be liable for, nor shall the Association Lot being conveyed be subject to a lien for any unpaid Assessments in excess of the amount set forth in the statement from the Association; except that each First Mortgagee who comes into possession of an Association Lot by virtue of foreclosure (or by deed or assignment in lieu of foreclosure), or any purchaser at a foreclosure sale, shall take ownership of the Association Lot free and clear of all unpaid Assessments or charges against said Association Lot which had become due or were delinquent prior to the acquisition of title to such Association Lot by the mortgagee or foreclosure sale purchaser. The Association shall provide any Association Lot Owner, contract purchaser or mortgagee so requesting the same with a written statement of all unpaid Assessments against the Association Lot.

(d) The Association shall take prompt action to collect any Assessments which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any Assessment not paid within ten (10) days of its due date shall bear interest from the due date at the rate of one percent (1%) per month, or at such other legal rate as may be fixed by the Members from time to time, and may additionally accrue a late charge if the Members establish one at any time. The Association shall also be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by the Association to collect Assessments.

(e) Until all Association Lots are conveyed by Declarant to a third party, or have received a certificate of occupancy, Declarant shall be legally bound to cover any deficits or shortages that may arise in the Project's initial period of operation.

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

Section 4.3. Budget for Assessments. The Members shall project and determine the total Assessments necessary to meet the expenses and reserve needs for each upcoming year. On or before the first day of November of each year, the Members shall recommend a budget which shall be approved by the affirmative vote of sixty percent (60%) of the Members. The budget shall contain an estimate of the total amount necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements, and the cost of wages, materials, insurance premiums, services, supplies and

other expenses of the Association, including capital improvements, which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Common Areas. Such budget shall also include such reasonable amounts as the Members consider necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. The failure or delay of the Members to prepare or to adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of the obligation to pay the Assessments as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Association Lot Owner shall continue to pay each Assessment at the rate established for the previous fiscal year until notice of the payment which is due.

Section 4.4. Special Assessments. The Members shall levy special and/or capital Assessment to fund the cost of any construction, repair or replacement of any capital improvement located in the Common Elements. If a proposed capital Assessment is for a new capital improvement, rather than the continuing construction, repair or replacement of an existing capital improvement, the proposed capital Assessment shall be approved by the Members at a duly-warned meeting at which a quorum is present by vote in favor by eighty percent (80%) of the votes cast.

Section 4.5. Annual Operating Assessment. As set forth in Section 4.3, each year, the Members shall establish a budget for an operating fund to be used to cover the on-going annual expenses of the Association, including, but not limited to, those expenses itemized in Section 4.2. The Assessments shall be billed and collected on a monthly basis unless otherwise voted by the Members. Assessments shall be paid in advance in a manner initially established by the Declarant which complies with the requirements of FNMA and/or FHLMC, and thereafter in a manner as may be subsequently adopted by the Members.

ARTICLE 5

Association Lot Owner's Rights and Obligations in the Common Elements

Section 5.1. Easement of Enjoyment. Each Association Lot Owner shall have an unrestricted right and easement in common with others for ingress, egress, use and enjoyment in and to the Common Elements, which right and easement shall be appurtenant to and pass with the title to every Association Lot. Each Association Lot Owner shall be responsible for the maintenance, repair or replacement of the sewage disposal system (including the force main line) benefiting the Lot. Notwithstanding, any maintenance, repair or replacement of the sewage disposal system shall be performed without interference or damage with any other Association Lot owner's system.

Section 5.2. Easement and Right of Way Over Driveway. Each Lot Owner and the Association, and their heirs, successors and assigns, shall have an unrestricted right of way and easement for service vehicles, in common with others, for ingress and egress over and through the driveway exercised in a manner to minimize interference with the use and enjoyment of all of the Lot owners.

Section 5.3. Declarant's Reserved Easements. There is hereby reserved to the Declarant and its successors and assigns blanket easements upon, across, above, and under the Property, including the Common Elements, for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, telephone, and electricity, as well as storm water drainage and other services, such as, but not limited to, a master television and/or radio system, or cable television system. It shall be expressly permissible for the Declarant, the Association, or their designees, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables, and other equipment related to the providing of any such utility or service.

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

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

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

ARTICLE 6
Maintenance

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

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

ARTICLE 7
Permit Compliance

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

(a) State of Vermont Potable Water Supply and Wastewater Permits WW-5-6364, recorded February 11, 2014 and recorded in Book 199, Pages 111-115 of the Morristown Land Records and WW-5-6364-1 dated March 23, 2020 and recorded in Book 276 Pages 229-233 of said Land Records.

(b) Town of Morristown Development Review Board approval as set forth in Permit No. 2020-07 dated January 22, 2020, and of record in Book 275, Pages 32-44 adding additional lots to the initial approved application dated September 26, 2013.

(c) State of Vermont Public Utility Commission Certificate of Public Good Notice to Municipality Re CPG No. 18-4016, dated June 13, 2019 and of record in Book 264, Page 338.

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

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

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

(a) All Dwellings and future additions shall be constructed with insulation to an R-value of at least R-19 in the exterior walls, at least R-38 in the roof or cap, and at least R-10 around the foundation or slab. All slabs shall be thermally sealed from the foundation. All residential buildings shall have at least double pane insulating windows. The lighting fixtures in any utility buildings shall have energy efficient ballasts. The installation or use of electricity as a primary heating source is prohibited.

(b) The Association shall continually maintain all Common Elements, facilities and landscaping substantially as approved by the Town of Morristown. All dead or diseased landscape plantings shall be replaced as soon as seasonably possible.

(c) All heated structures shall be constructed in conformance with the State of Vermont's Residential Building Energy Standards Handbook as from time to time amended.

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

Section 8.1. General Covenants. In order to insure well planned residential uses with recreational opportunities and attractive views while preserving the agricultural use of a substantial portion of the Property while preserving the area's rural, natural and scenic character, Declarant does hereby declare that the following protective covenants, conditions, and restrictions shall apply to each and every Association Lot:

(a) Residential Use. The Association Lots shall be used only for single-family residential purposes. This covenant in no way restricts an Owner's right to rent the Dwelling as a single-family residence except that all such rentals shall be evidenced by a written lease which must be for a minimum term of thirty (30) days. Notwithstanding the foregoing, each Lot Owner may rent their house located on a Lot for no less than 7 days at a time for no more than 3 times in a calendar year. No building or structure intended for or adapted to business, commercial or industrial purposes, and no apartment house, double or duplex house (except as initially approved), lodging house, rooming house or other multiple-family dwellings shall be erected, placed, permitted or maintained on the Property or any part thereof. This paragraph shall not prohibit customary home occupations, except that no wholesale or retail sale of any products of a home occupation shall be conducted on the Property nor any exterior display or storage thereon. No new improvements or structures whatever, other than a Dwelling, patio or deck, may be erected, placed or maintained on the Property.

(b) Limitation On Habitation. No outbuilding, shed, tent, trailer, mobile home or temporary building of any kind shall be erected, constructed, permitted or maintained prior to commencement of the construction of the residence, and no outbuilding, shed, tent, trailer, mobile home, basement or temporary building shall be used for permanent or temporary residence purposes without prior written approval of the Association. This covenant shall not prohibit the use of a construction trailer on the Property during construction of the residence.

(c) Occupancy. No permitted private, residence erected upon on the Property shall be occupied during the course of construction, nor at any time prior to it being fully completed as herein required; nor shall any residence when

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

(d) Grading and Drainage. The grading and/or drainage patterns of the Property in the subdivision shall not be altered for any reason due to the Property's necessary conformance with the Plans submitted and approved by the Town of Morristown and/or the Town of Stowe.

(e) Tanks, Etc. No elevated tanks of any kind shall be erected, placed or permitted on any part of the Property. Any tanks for use in connection with any Dwelling constructed on such premises, including tanks for the storage of fuels, must be buried or screened sufficiently to conceal them from the view of neighboring Lots, roads or streets.

(f) Garbage and Rubbish. All garbage and rubbish shall be kept in sanitary containers and there shall be no dumping can any part of the Property and no incineration. Said sanitary containers shall be stored inside, or if outside, screened sufficiently to conceal them from the view of neighboring Lots, roads or streets.

(g) Tree Cutting and Dwelling Site Clearing. All tree cutting and clearing shall conform to the applicable requirements and restrictions set forth in the Town of Morristown Zoning Ordinance, as amended. In addition, no tree larger than 4" in diameter shall be cut or removed without the approval of the Association, unless such tree is located closer than 50 feet to any point on an existing Dwelling or the building envelope on each Lot depicted on the Plans.

(h) Satellite Dishes. No satellite dishes larger than 36" in diameter shall be permitted on the Property or on any Dwelling.

(i) Utility Lines. All new electrical, telephone, cable TV and other utility line extensions to a Dwelling shall be placed underground.

(j) Nuisances. No Association Lot shall be used in whole or in part for the storage of rubbish, trash or scrap of any character whatsoever; nor for the storage of any property or item that will cause such Association Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, item or material be kept upon the Property that will emit foul or obnoxious odors or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Association Lots.

(k) Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any Association Lot or on the residence or other structures located thereon, except that an Owner or his agent may erect or display one sign of not more than six square feet advertising the Lot for sale.

(l) Commercial/Unregistered Vehicles. After a Dwelling has been constructed on the Property, no commercial vehicles, construction, or like equipment of

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

(m) Architectural Approval. Plans for structures to be built upon a Lot must be submitted to Grantors prior to the commencement of any construction upon the Lot. Grantors retain the right to approve all aspects of the construction, including, but not limited to, the proposed site, their exterior form, materials, color, and the finished grade elevation.

(n) Structures Permitted. One single family residential type dwelling with a minimum of 1,500 square feet of living space and associated barn, garage, or workshop shall be permitted per Lot.

(o) Construction. The exterior construction of any structure built upon a Lot shall be completed in twelve (12) months from the date of commencement. The general landscaping and final site refinement shall be completed within eighteen (18) months from the commencement of said construction. Particular attention must be paid, and all reasonable precautions must be taken, to prevent soil erosion during construction.

(p) Driveways. All shoulders of driveways constructed shall be seeded and mulched and all other reasonable precautions taken to prevent soil erosion.

(q) Subdivision, Rights-of-Way. None of the Lots shall be subdivided by a Lot Owner, and no rights-of-way shall be permitted over them to provide access to another Lot.

(r) Mobile Homes. No house trailers of any kind whatsoever, or mobile homes, shall be kept, placed, or maintained on any Lot.

(s) The Grounds. All grounds clearly visible from the access road shall be maintained in keeping with the general quality of the entire development. All open areas cleared or thinned on the parcel shall be kept and maintained by mowing, brush hogging, or other cutting operations to prevent the growth of underbrush, tree saplings, or other vegetation that would otherwise cause a scruffy and unkempt appearance of the Lot. This condition shall in no way limit plantings for screening or ornamental purposes.

(t) Fencing. All forms of fencing commonly used for the containment of animals shall be allowed. However, the Grantors retain the right to indicate specific type and its deployment. Fencing not used for containment of animals shall be the so-called post and rail type.

(u) Utilities. All service lines for utilities, shall be installed from the nearest transformer underground to the desired building. There shall be no above-ground lines of any type. The Grantors reserve an easement and right of way across, under, and upon those portions of Lots and land within the Property that are necessary or advisable for purposes of performing or causing to be performed proper installation, repair, maintenance, and replacement of all utility service lines (including electrical, telephone, cable television, and the like), pipes, conduits, transformers, and other related equipment and

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

(v) Animals. All common domestic animals shall be allowed, provided, however, that no commercial, breeding, housing and/or sale of animals shall be permitted on any Lot or on the Common Areas. Any animals raised, bred or kept in or on any Association Lot shall not create a nuisance, annoyance or danger to other Lot Owners.

(w) Zoning. The Lots in the development are subject to the Town of Morristown Zoning Ordinances and Bylaws. The owner of any Lot covenants and agrees that he will comply with the terms and conditions of such zoning ordinances and bylaws.

(x) Roadway Use and Maintenance. Each owner of a Lot within the Property shall be granted in the deed of conveyance for each Lot a perpetual, non-exclusive vehicular access right of way for use in common with others over, upon, and across Elizabeth Lane in Stowe and the interior roadway lands and right of way as shall be specified and described in the deed of conveyance. The Grantors, for themselves and their designated successors and assigns, reserve rights of use, conveyance, dedication, and other interests pertaining to the vehicular access right of way, as shall be set forth more particularly in the deed of conveyance to each Lot. The owners of Lots shall pay a proportionate share of the cost of maintaining, repairing, and replacing the roadways, drainage slopes, culverts, and other access improvements within said interior road's right of way, which costs shall include but not be limited to graveling, grading, and other maintenance, repair, or replacement work as may be necessary or advisable from time to time.

(y) Noise Polluting Devices. The operation of noise producing devises such as motorcycles, trail bikes, all-terrain vehicles, or go-carts is not permitted on any Lot, except when leaving a Lot and returning. This prohibition

regarding the operation of noise producing devises is limited in its application the individual Lots and does not pertain to the interior roadway on Elizabeth Lane. The operation by Lot owners of chain saws, tractors, or other noise producing devices in connection with the maintenance of a Lot shall be permitted only during daylight hours.

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

(aa) Pond and Dry Hydrant. The property is benefitted by a dry hydrant which draws from a pond. Declarant shall maintain the pond and fire hydrant area properly until responsibility is transferred to the Association.

(bb) Common Area. The areas designated as Open Land – 22.77 aces, more or less and Retained Land -11.88 on the Plan is a common area and designated as a Common Element subject to the reserved development rights of Declarant on the Retained Land. Grantor grants to the owner of each lot within the Property a non-exclusive easement and right of access in common with others to all portions of the common area. The delineation of this common area is set forth in the field by permanent monuments. Regulations concerning the permitted uses in this common area shall be adopted by an affirmative vote of 80% of the Owners Association, having due regard for the permanent protection and stewardship of this area.

(cc) Septic Area. The property is benefitted by community septic systems permitted by State of Vermont Water and Wastewater Permit #WW-5-6364, recorded February 11, 2014 and recorded in Book 199, Pages 111-115 of the Morristown Land Records. The owners' association and the Lot owners hereby consent to allowing state and local officials of appropriate responsibility to inspect the systems periodically upon reasonable notice. All septic systems which may be built on the property shall be maintained by the Owners' Association. Once the Owners' Association has incurred expenses for the repair or maintenance of a system, the Association shall assess the Lots that are the users of that system for their proportionate share of the total cost incurred, Grantor hereby gives, grants, and conveys to the owners of all Lots within the property the perpetual non-exclusive rights and authority in common with others to connect to and utilize the common septic systems. All lots will be served by community collection and disposal systems. Each lot shall be permitted to construct a house consisting of a maximum of three bedrooms. A service company shall be retained by the Owners' Association to provide septic tank cleanings every three years, yearly examinations of disposal fields and emergency repairs provided on-call 24 hours a day as required. The Owners' Association will retain a professional engineer to perform annual inspections of all collection, transmission and disposal facilities. The engineer will witness all alterations of disposal fields and inspect each pump station to insure all components are activated and in good repair. Sewer collection lines will be inspected

during the spring season to detect any higher than normal flows that may be attributed to pipe leakage. The engineer shall issue a report with copies provided to the Association, the State and the Town of Morristown.

Section 8.2. Compliance and Enforcement. Each Association Lot Owner shall be governed by and shall comply with the terms of this Declaration (and with regard to the Association Lots, to any Rules and Regulations promulgated by the Association). An Association Lot Owner shall be liable for any expense incurred for maintenance, repair or replacement rendered necessary by an Association Lot Owner's act, negligence or carelessness, or by the act of any member of an Association Lot Owner's family, guest, invitees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. With regard to the Common Elements, the Members of the Association shall have the right to impose a reasonable charge commensurate with the severity of the violation, which fine shall be a continuing lien against the Association Lot and the defaulting Association Lot Owner enforceable in the manner provided by the laws of the State of Vermont, or this Declaration. The Association and/or an aggrieved Association Lot Owner shall have the right to abate, enjoin or remedy the continuance of any violation, by appropriate legal proceedings either in law or in equity, including, without limitation, an action to recover any sums due for money damages, injunctive relief, or foreclosure of the lien for payment of Assessments, any combination thereof, and any other relief afforded by a court of competent jurisdiction. Said remedies shall be deemed cumulative and shall not constitute an election of remedies. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of this Declaration shall so damage the project and its property values that it cannot be adequately remedied by action at law or exclusively by recovery of damages. Should an Association Lot Owner employ counsel in order to validly enforce any of the foregoing covenants, conditions, reservations, restrictions or obligations, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such Lot or Lots found to be in violation by a court of competent jurisdiction. Further, no delay or omission on the part of an Association Lot Owner in exercising any right, power or remedy herein provided for in the event of any breach of the covenants, conditions, restrictions and obligations herein contained shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue, nor shall any action be brought or maintained by any Association Lot Owner against Declarant for or on account of its failure to bring an action on account of any breach of these covenants, conditions, restrictions or obligations, or for imposing covenants, conditions, restrictions and obligations herein which may be unenforceable at law.

ARTICLE 9
Condemnation, Damage or Destruction

Section 9.1. Condemnation of Portion of Common Elements. If the condemnation involves a portion of the Common Elements, then, unless within sixty (60) days after such taking, and unless at least 66.67% of the Association Lot Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available, or may acquire additional lands for such purpose, if such lands are reasonably available. All awards received from such a taking shall be first used to pay for the restoration or

replacement of the Common Elements. Any surplus funds remaining after such restoration or replacement shall be retained by the Association in a reserve fund, or, at the option of the Members, may be paid to the Association Lot Owners in accordance with their respective interests.

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

(a) Repair or replacement is not permitted under applicable State or local statutes, laws, rules or ordinances; or

(b) The Owners controlling eighty percent (80%) of the votes of the Association vote at a special meeting of the Association not to repair or replace the damaged or destroyed portion of the Common Elements.

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

ARTICLE 10
Amendment to or Termination of the Declaration

Section 10.1. General. This Declaration shall run with the land and be binding upon Declarant and all subsequent Association Lot Owners. Except as limited hereinafter, this Declaration may be amended upon the vote or agreement of at least. (66.67%) of the Association Lot Owners. Every amendment shall be prepared, executed, acknowledged, and recorded and shall become effective upon the recording of the amendment in the Town of Morristown Land Records.

Section 10.2 Rights Reserved in Declarant. Declarant may unilaterally amend this Declaration at any time:

a. to satisfy and meet any requirement of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any similar lending entity.

b. to add land to the Property, as described in Section 3.4

c. to create up to 4 additional lots on the Property or on land added to the Property as described in Section 3.4.

Section 10.3. Termination. Termination of this Declaration and after the Project has been created shall occur if so voted by eighty percent (80%) of the Association Lot

Owners. A decision to terminate this Declaration shall also require the written approval of sixty percent (60%) of the First Mortgagees.

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

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

ARTICLE 11
Rights Related to First Mortgagees

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

Section 11.2. First Mortgagee Approval Required as to Certain Amendments. With respect to certain proposed amendments to this Declaration which could have a significant impact upon the rights and security of First Mortgagees, in addition to such an amendment receiving the approval of Association Lot Owners required in Section 10.1, the amendment shall also require the approval in writing of sixty percent (60%) of the First Mortgagees. The amendments which would be deemed to have a significant impact upon the rights and security of a First Mortgagee are as follows: (i) a change in voting rights of Association Lot Owners other than provided for in this Declaration, (ii) a change in the manner Assessments are allocated or an alteration in the existing priority of First Mortgage liens over Assessments; (iii) alteration or elimination of the requirements for Assessment of reserves for maintenance, repair, monitoring and replacement of Common Elements and the improvements located thereon; (iv) sale, transfer, or alienation of the Common Elements, or alteration in the use of the Common Elements; (v) changes in responsibility for maintenance and repairs; (vi) changes in boundaries of any Association Lot, or the Common Elements, (vii) changes in any insurance or fidelity bonds; (viii) change in the terms required for leasing an Association Lot; (ix) removal of Property from the Project; (x) imposition of restrictions on an Association Lot Owner's rights to sell, transfer or alienate an Association Lot: (xi) restoration of the Project after casualty damage or partial

condemnation in a manner other than restoring or repairing the Project to the way it existed prior to said casualty or condemnation; (xii) any amendment or action that would effectively terminate this Declaration or the legal status of the Project; (xiii) any decision by the Association to establish self-management when professional management had been previously required by a First Mortgagee; or (xiv) change in any provision of this Declaration which expressly benefits First Mortgagees.

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

ARTICLE 12
Miscellaneous

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

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

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

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

IN WITNESS WHEREOF, the Declarant has executed or caused this Declaration to be executed as of the 9 day of ~~November,~~ December 2021.

IN THE PRESENCE OF:

		Dale E. Percy, Inc.
[signature]	BY:	[signature]
Witness		Dana Percy, Jr., President and duly authorized agent

STATE OF VERMONT
COUNTY OF LAMOILLE, SS.

On this 9 day of ~~November~~ December, 2021, personally appeared Dana Percy, Jr., President and duly authorized agent of Dale E. Percy, Inc. and he acknowledged this instrument, by him, signed to be his free act and deed and the free act and deed of Dale E. Percy, Inc.

Before me: [signature]
Notary Public
My commission expires: 01/31/2023
Certificate no. 157.0004186

Mikayla Geraci
Notary Public State of Vermont
Commission No. 157.0004186

Schedule A
Property Description

Residential Lots 16-99-01 through 16-99-08 and 16-99-10 through 16-99-17 depicted on the Plan, which includes the Open Space and Retained Land areas (which together are designated as Lot 16-99-09 as depicted on the Plan entitled Planned Unit Development Plat, Dale E. Percy, Inc., Elizabeth Lane, Morristown, VT." by Trudell Consulting Engineers, dated September 7, 2021 and recorded in Morristown Land Records Slide 380, which includes the Open Space and Retained Land areas depicted on the Plan and being a portion of the real property and appurtenant interests conveyed to Dale E. Percy, Inc. in the following three deeds:

(1) Quitclaim Deed of William A. Kelk, Esq. to Dale E. Percy, Inc., dated January 10, 2014 and recorded January 13, 2014 in Book 198, Page 125 of the Morristown Land Records;

(2) Quitclaim Deed of William A. Kelk, Esq. to Dale E. Percy, Inc., dated January 10, 2014 and recorded January 13, 2014 in Book 198, Page 126 of the Morristown Land Records; and

(3) Quitclaim Deed of William A. Kelk, Esq. to Dale E. Percy, Inc. dated January 10, 2014 and recorded January 13, 2014 in Book 198, Page 127 of the Morristown Land Records.

Reference is made to the Quitclaim Deed of Dale E. Percy, Inc. to William A. Kelk, Esq. dated January 10, 2014 and recorded on January 13, 2014 in Book 198 Pages 123-124 of the Morristown Land Records, as well as the Warranty Deed of Dale E. Percy to Dale E. Percy, Inc., dated November 20, 1995 and recorded in Book 108, Pages 641 642 of the Morristown Land Records.

With respect to the right of way for vehicular and utility line access to the property located in Stowe, reference is made to a Plat by Trudell Consulting Engineers entitled "Boundary Line Adjustment Plat, Paul Percy, Neil Percy and Dale E. Percy, Inc." dated April 8, 2009 and recorded April 23 2009 in Map book 18, Page 108 of the Stowe Land records, together with the Warranty Deed of Neil Percy to Dale E. Percy, Inc., dated May 19, 2009 and recorded in Book 748, Page 141 of the Stowe Land Records and the Warranty Deed of Paul Percy to Dale E. Percy, Inc., dated May 19, 2009 and recorded in Book 748, Page 138 of the Stowe Land Records; and, the Easement Deed of Dale E. Percy, Inc. to Neil Percy and Paul Percy dated June 1, 2009 and recorded in Book 748, Pages 145-147 of the Stowe Land Records.

Schedule B.

BY-LAWS
OF
TINKER GRAVEL PIT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

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

ARTICLE 11
DEFINITIONS

Section 1. "Association" shall mean and refer to Tinker Gravel Pit Subdivision Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean the common open land owned by the Association, together with the dry hydrant and pond system and wastewater disposal systems located thereon.

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

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

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

ARTICLE IV
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Failure to hold the annual meeting at the designated time or place shall not work a forfeiture or dissolution of the Association.

Section 2. Notice of Meetings. Written notice of any special meetings of the members shall be given by, or at the direction of, the secretary of persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notices of the annual meeting shall be given by posting notices of same at least seven (7) days prior to the meeting in a public and conspicuous place within.

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

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

ARTICLE V
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

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

Section 2. Term of Office. Directors shall hold office for a period of one (1) year. Cumulative voting in the election of directors shall not be permitted.

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

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

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by

obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VII
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. A regular meeting of the directors shall be held without notice immediately after and at the same place as the annul meeting of members. The Board may by resolution provide the time and place within Chittenden County, State of Vermont, for holding an additional regular meeting without notice other than by such resolution.

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

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

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

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

(b) suspend the voting rights and the right to use of the common areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after

notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

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

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

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

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

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

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

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

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

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

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

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

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area (Lot 6), the access roadway and any other facilities owned by the Association to be maintained in accordance with State and local permits and approvals.

ARTICLE IX
OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

PRESIDENT

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

VICE - PRESIDENT

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

SECRETARY

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

TREASURER

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

AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.

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

COMPENSATION OF OFFICERS

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

ARTICLE X
COMMITTEES

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

ARTICLE XI
BUDGET AND ASSESSMENT

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

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

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

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

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

Section 6. Delinquent Costs. If an Owner fails to pay when any assessment is due he shall be liable for interest thereon from the due date at the legal rate of interest then prevailing at local lending institutions for mortgages and further in event collection

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

ARTICLE XV
AMENDMENTS

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

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

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

ARTICLE XVI
GENERAL PROVISIONS

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

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

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

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

ARTICLE XVII
FISCAL YEAR

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

Passed by Resolution of the TINKER GRAVEL PIT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Dated 12/6/2021

Attest, Diann Percy, Secretary
Diann Percy, Secretary

is required the unit owner shall be responsible for any attorney's fees or costs in connection with the collection of same, including the cost of foreclosure if necessary.

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

Section 8. Suspension of Rights. The Association may suspend the right of a delinquent owner to vote at membership meetings and to use the Association property and once suspended such rights shall not be restored until the amount of the assessment has been made in full together with all interests and costs of collection.

Section 9. Audit. An audit of the accounts of the Association shall be made annually, and a copy of the audit report shall be furnished to each member not later than six (6) months after the end of the fiscal year.

ARTICLE XII
ADDITIONS, ALTERATIONS, and IMPROVEMENTS

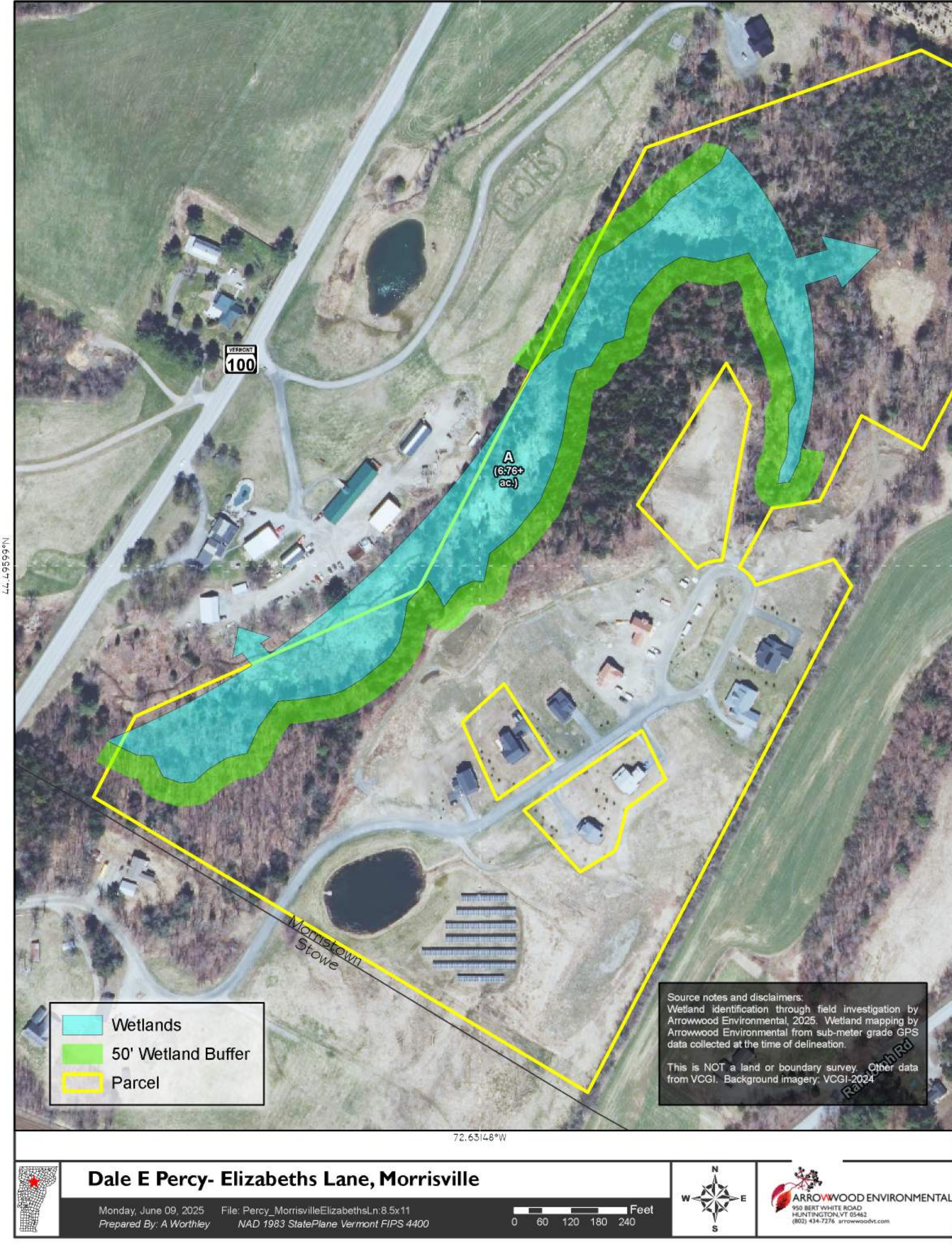
Section 1. Additions, Alterations, and Improvements by the Board of Directors. Whenever, in the judgment of the Board of Directors, the Common Area facilities shall require additions, alterations, or improvements costing in excess of Two Thousand, Five Hundred and no/100 Dollars ($2,500.00) the Board of Directors shall proceed with such alterations or improvements only with the consent of 75 percent of the unit owners and shall assess all unit owners for the costs of the common charge.

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

ARTICLE XIII
BOOK AND RECORDS

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

ARTICLE XIV
PARLIAMENTARY RULES


VERMONT
100
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ac.)
44.56597°N
Morristown
Stowe
Wetlands
50' Wetland Buffer
Parcel
Source notes and disclaimers:
Wetland identification through field investigation by Arrowwood Environmental, 2025. Wetland mapping by Arrowwood Environmental from sub-meter grade GPS data collected at the time of delineation.
This is NOT a land or boundary survey. Other data from VCGI. Background imagery: VCGI-2024
72.63148°W
Dale E Percy- Elizabeths Lane, Morrisville
Monday, June 09, 2025
File: Percy_MorrisvilleElizabethsLn:8.5x11
Prepared By: A Worthley
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ARROWWOOD ENVIRONMENTAL
950 BERT WHITE ROAD
HUNTINGTON, VT 05462
(802) 434-7276 arrowwoodvt.com

Tyler Mumley

From: Dennis DiGregorio <captdenny14k4@comcast.net>
Sent: Wednesday, June 11, 2025 7:14 AM
To: Tyler Mumley
Subject: Re: Tinker Subdivision, Elizabeths Lane

Hi Tyler yes the fire pond on that property will supply fire protection for that area Thank You Dennis

On 06/10/2025 7:25 AM EDT Tyler Mumley <tyler@mumleyinc.com> wrote:

Hi Denny,

Attached is a site plan for some additional house lots at the Percy Tinker Pit Subdivision property at the end of Elizabeths Lane.

The DRB wants written confirmation from you that the the project has been designed to ensure fire protection to serve the project as noted in Section 840.8.

Could you please review and let me know? Do you want me to meet you out there or can you just do a drive through?

Please let me know and thanks in advance for your help!

Thank you,

Tyler

Tyler Mumley, P.E.
Mumley Engineering, Inc.

46 Hutchins Street

Morrisville, VT 05661

O: 802-851-8882

C: 802-881-6314

www.mumleyengineering.com

5.100 RULE PERTAINING TO CONSTRUCTION AND OPERATION OF NET-METERING SYSTEMS

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PART I: GENERAL PROVISIONS

5.101 Purpose and Scope

(A) This Rule governs the terms upon which any electric company offers net-metering service within its service territory. In addition, this Rule governs the application for and issuance, amendment, transfer, and revocation of a certificate of public good for net-metering systems under the provisions of 30 V.S.A §§ 248, 8002, and 8010.

(B) Except as modified by Section 5.125 (Pre-Existing Net-Metering Systems), this Rule applies to all net-metering systems in Vermont and applies to every person, firm, company, corporation, and municipality engaged in the site preparation, construction, ownership, or operation of any net-metering system that is subject to the jurisdiction of this Commission.

(C) No person may commence site preparation for or construction of a net-metering system or convert an existing plant into a net-metering system without first obtaining a CPG under this Rule.

(D) In the event that any portion of this Rule is found by a court of competent jurisdiction to be illegal or void, the remainder is unaffected and continues in full force and effect.

5.102 Computation of Time

(A) Computation. Under this Rule, time is computed in accordance with Commission Rule 2.207.

(B) Enlargement. The Commission for cause shown may at any time in its discretion:

(1) Grant an extension of time if it is requested before the expiration of the period originally prescribed, or

(2) Upon request made after the expiration of the specified period, grant an extension where the failure to act was the result of excusable neglect or other good cause.

5.103 Definitions

For the purposes of this Rule, the following definitions apply:

"Account" means a unique identifier assigned by the electric company to a customer for billing purposes. A customer account may include one or more meters.

"Adjoining Landowner" means a person who owns land in fee simple that:

(1) Shares a property boundary with the tract of land on which a net-metering system is located; or

(2) Is adjacent to that tract of land and the two properties are separated only by a river, stream, railroad line, or public highway.

"Adjustor" means a positive or negative charge applied to production kWh based on factors related to site selection (Site Adjustor) and retention of tradeable renewable energy credits (REC Adjustor).

"Amendment" means a request for approval of a modification to a proposal that is either under review or has been approved by the Commission. The term amendment also includes requests to change the terms or conditions of a CPG issued by the Commission.

"Applicant" means the entity seeking authorization to construct and operate a net-metering system.

"Billing Meter" means an electric meter that measures either the consumption of electricity by a customer or the net of electric consumption by the customer and production by the net metering system.

"Blended Residential Rate" means the lesser of either:

(1) For electric companies whose general residential service tariff does not include inclining block rates, the $/kWh charge set forth in that electric company's tariff for general residential service;

(2) For electric companies whose general residential service tariff does include inclining block rates, a blend of the electric company's general residential service inclining block rates that is determined by adding together all of the revenues to the company during the most recent calendar year from kWh sold under those block rates and dividing the sum by the total kWh sold by the company at those rates during the same year; or

(3) The weighted statewide average of all electric company blended residential retail rates, as determined by the Commission, whichever is lower.

"Capacity" means the rated electrical nameplate for a plant, except that, in the case of a solar energy plant, the term means the aggregate AC nameplate capacity of all inverters used to convert the plant's output to AC power. The capacity of an inverter is not changed when it is derated.

"Category I Net-Metering System" means a net-metering system that is not a hydroelectric facility and that has a capacity of 15 kW or less.

"Category II Net-Metering System" means a net-metering system that is not a hydroelectric facility that has a capacity of more than 15 kW and less than or equal to 150 kW, and that is sited on a preferred site.

"Category III Net-Metering System" means a net-metering system that is not a hydroelectric facility, that has a capacity of greater than 150 kW and less than or equal to 500 kW, and that is sited on a preferred site.

"Category IV Net-Metering System" means a net-metering system that is not a hydroelectric facility, that has a capacity of greater than 15 kW and less than or equal to 150 kW, and that is not located on a preferred site.

"Certificate Holder" means one who holds a CPG. The certificate holder must have legal control of the net-metering system.

"Certificate of Public Good" or "CPG" means a certificate of public good issued by the Commission pursuant to 30 V.S.A. § 8010.

"Commission" means the Public Utility Commission of the State of Vermont and the employees thereof.

"Commissioned" or "Commissioning" means the first time a plant is put into operation following the initial construction of the plant.

"Conditional Waiver of a Criterion of 30 V.S.A. § 248" means the Commission waiver of the requirements for the presentation of evidence under the criterion, a specific review of the project by the Commission under the criterion, and the development of specific findings of facts for the criterion, unless the Commission finds that the application raises a significant issue under that criterion.

"Customer" means a retail electric consumer.

"Department" means the Vermont Department of Public Service.

"Earth disturbance" means construction activities including clearing, grading, and excavating, but does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

"Electric Company" means the utility serving the net-metering customer or the utility that would serve an applicant seeking authorization to construct and operate a net-metering system, as the context indicates.

"Excess Generation" means the following: for customers who elect to wire net-metering systems such that they offset consumption on the billing meter, excess generation is the number of kWh by which production exceeds consumption. For customers who elect to wire net-metering systems such that they do not offset consumption on any customer's billing meter, all recorded production is considered excess generation.

"File" means the submission of documents, exhibits, plans, information, or other materials to the Commission through the Commission's electronic filing system, by delivery to the Commission's offices, or by delivery to the Commission during the course of a hearing.

"Group Net-Metering System" means a net-metering system serving more than one customer, or a single customer with multiple electric meters, located within the service area of the same retail electricity provider. Various buildings owned by municipalities, including water and wastewater districts, fire districts, villages, school districts, and towns, may constitute a group net-metering system. A union or district school facility shall be considered in the same group net-metering system with buildings of its member municipalities that are located within the service area of the same retail electricity provider that serves the facility.

"Host Landowner" means the owner of the property on which the net-metering system is or will be located.

"kW" means kilowatt or kilowatts (AC).

"kWh" means kilowatt hours.

"Inclining Block Rate" means a rate structure where an electric company charges a higher rate for each incremental block of electricity consumption.

"Interconnection Facilities" means all facilities and equipment between the generation resource and the point of interconnection, including any modifications, additions, or upgrades that

are necessary to physically and electrically interconnect the generation resource to the interconnecting utility's distribution or transmission system. Interconnection facilities are sole-use facilities and do not include system upgrades.

"Project Limits" means the boundary within which all construction, materials storage, earth disturbance, vegetation clearing, planting, management, landscaping, and any other activities related to site preparation, construction, operation, maintenance, and decommissioning take place as a result of the net-metering system, including the creation or modification of access roads and utility lines.

"Net-Metering" means measuring the difference between the electricitysupplied to a customer and the electricity fed back by the customer's net-metering system(s) during the customer's billing period:

(1) using a single, non-demand meter or such other meter that would otherwise be applicable to the customer's usage but for the use of net metering; or

(2) if the system serves more than one customer, using multiple meters. The calculation shall be made by converting all meters to a non-demand, non-time-of-day meter, and equalizing them to the tariffed kWh rate.

"Net-Metering System" means a plant for generation of electricity that:

(1) is of no more than 500 kW capacity;

(2) operates in parallel with facilities of the electric distribution system;

(3) is intended primarily to offset the customer's own electricity requirements and does not primarily supply electricity to electric vehicle supply equipment, as defined in 30 V.S.A. § 201, for the resale of electricity to the public by the kWh or for other retail sales to the public, including those based in whole or in part on a flat fee per charging session or a time-based fee for occupying a parking space while using electric vehicle supply equipment; and

(4) either employs a renewable energy source or is a qualified micro-combinedheat and power system of 20 kW or less that meets the definition of combined heat and power facility in subsection 8015(b)(2) of Title 30 and uses any fuel source that meets air quality standards.

"Non-Bypassable Charges" means those charges on the electric bill defined in an electric

company's tariffs that apply to a customer regardless of whether they net-meter or not. Non-bypassable charges may not be offset using current or previous net-metering credits. A customer is liable for payment of these charges regardless of whether the customer has a credit balance resulting from net-metering. The customer charge, energy efficiency charge, energy assistance program charge, any on-bill financing payment, and any equipment rental charge are non-bypassable charges.

"Party" means any person who has obtained party status under Section 5.117 of this Rule.

"Plant" means an independent technical facility that generates electricity from renewable energy. A group of facilities, such as wind turbines, will be considered one plant if the group is part of the same project and uses common equipment and infrastructure, such as roads, control facilities, and connections to the electric grid. Common ownership, control, proximity in time of construction, and proximity of facilities to each other will be relevant to determining whether a group of facilities is part of the same project.

"Pre-Existing Net-Metering System" means a net-metering system for which a completed CPG application was filed with the Commission prior to January 1, 2017, and whose completed application was either filed at a time when net-metering was being offered by the electric company pursuant to 30 V.S.A. § 219a (h)(1)(A) as the statute existed on December 31, 2016, or qualified under state law as a system that did not count towards the capacity limit on net-metering contained in that statute.

"Preferred Site" means one of the following, provided that the site does not require significant forest clearing:

(1) A new or existing constructed impervious surface or structure whose primary use is not the generation of electricity or providing support for the placement of equipment that generates electricity.

(2) A parking lot canopy over a parking lot, provided that the location remains in use as a parking lot.

(3) A tract previously developed for a use other than siting a plant on which a structure or constructed impervious surface was lawfully in existence and use at any time during the year preceding the date an application for a certificate of public good under this Rule is filed. To qualify under this subdivision (3), more than half of the

energy generation component of the plant must be located within the footprint of either the existing structure or impervious surface. The project limits may not include any headwaters, streams, shorelines, floodways, rare and irreplaceable natural areas, necessary wildlife habitat, wetlands, endangered species, productive forest soils, or primary agricultural soils, all of which are as defined in 10 V.S.A. chapter 151. For purposes of this subsection, the energy generation component of the plant does not include interconnection facilities.

(4) Land certified by the Secretary of Natural Resources to be a brownfield site as defined under 10 V.S.A. § 6642, provided any request to the Secretary of Natural Resources for such certification includes a report from a diligent and appropriate investigation, as required by 10 V.S.A. chapter 159.

(5) A sanitary landfill as defined in 10 V.S.A. § 6602 and contiguous land, structures, appurtenances, and improvements on the land used for treating, storing, or disposing of solid waste, provided that the Secretary of Natural Resources certifies that the land constitutes such a landfill and contiguous land, structures, appurtenances, or improvements, and that the landfill is actively maintained under the authority of a post-closure certification, administrative order, or assurance of discontinuance, or in custodial care as recognized by the Agency of Natural Resources. To qualify under this subdivision (5), some portion of the plant must be located on the landfill cap.

(6) A gravel pit, quarry, or similar site for the extraction of a mineral resource, provided that:

(a) more than half of the energy generation component of the plant is located within the disturbed or previously disturbed portion of the extraction site. For purposes of this subsection, the energy generation component of the plant does not include interconnection facilities; and

(b) all state and local permit conditions related to reclamation of the site are satisfied before the operation of the plant.

(7) A specific location determined by the governing municipal legislative body and the municipal and regional planning commissions as suitable for the development of a

net-metering system consistent with applicable policies in their respective plans. The specific location must be identified in a letter or letters from the municipal legislative body and the municipal or regional planning commissions based on their evaluation after having received the 45-day notice for the project. Such letters in no way limit the ability of municipalities and regional planning commissions to participate in the Commission's review of the net-metering system proposed to be constructed on the location identified in the letter.

(8) A site listed on the National Priorities List (NPL) established under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. chapter 103, if the U.S. Environmental Protection Agency or the Agency of Natural Resources confirms that the site is listed on the NPL, and provided that the applicant demonstrates as part of its CPG application that:

(a) development of the plant on the site will not compromise or interfere with remedial action on the site; and

(b) the site is suitable for development of the plant.

(9) On the same parcel as, or directly adjacent to, a customer that has been allocated more than 50 percent of the net-metering system's electrical output. The allocation to the host customer may not be less than 50 percent during each of the first 10 years of the net-metering system's operation.

"Production Meter" means an electric meter that measures the amount of kWh produced by a net-metering system.

"Significant Forest Clearing" means clearing more than three acres of forest. For purposes of this Rule, the word forest means land that has at least 10 percent canopy cover by live trees of any size and associated naturally occurring vegetation or has had at least 10 percent canopy cover of live trees and associated naturally occurring vegetation in the past and has stumps, snags, or other evidence indicating that it has not been converted to a non-forest use at the time of a CPG application filing. To qualify as forest, an area must be at least one acre in size and 120 feet wide. In determining whether an area is at least one acre in size or 120 feet wide, any portion of a group or contiguous area of trees that extends beyond the project or parcel boundaries must be counted. Canopy cover must be measured from the outermost edge of tree crowns across a group or contiguous area of trees. The three-acre limit on significant

forest clearing is cumulative and includes each discrete area of any forest proposed for clearing. Clearing of individual trees that are not part of a forest will not count toward the three-acre limit on significant forest clearing.

"Substantial Change" means a change to a proposed or approved net-metering system that has the potential for significant impact with respect to any of the criteria of Section 248(b) or on the general good of the State under Section 248(a).

"Time-of-Use Meter" means an electric meter that measures the consumption of electricity during defined periods of the billing cycle.

"TOU" means time-of-use.

"Tradeable Renewable Energy Credit or REC" means all of the environmental attributes associated with a single unit of energy generated by a renewable energy source where:

(1) Those attributes are transferred or recorded separately from that unit of energy;

(2) The party claiming ownership of the tradeable renewable energy credits has acquired the exclusive legal ownership of all, and not less than all, the environmental attributes associated with that unit of energy; and

(3) Exclusive legal ownership can be verified through an auditable contract path or pursuant to the system established or authorized by the Commission, or any program for tracking and verifying the ownership of environmental attributes of energy that is legally recognized in any state and approved by the Commission.

PART II: REGISTRATIONS AND APPLICATIONS FOR CPGS

5.104 Eligibility

To be eligible to apply for a net-metering CPG under this Rule, an applicant must propose one of the following:

(A) A category I net-metering system;

(B) A category II net-metering system;

(C) A category III net-metering system;

(D) A category IV net-metering system; or

(E) A hydroelectric system with a capacity of 500 kW or less.

5.105 Registration of Hydroelectric Facilities, Ground-Mounted Photovoltaic Facilities of up to 15 kW in Capacity, Roof-Mounted Photovoltaic Net-Metering Systems of Any Capacity Up to 500 kW, and Mixed Ground- and Roof-Mounted Systems of up to 500 kW Where the Ground-Mounted Portion Does Not Exceed 15 kW

(A) Applicability. The registration procedure is applicable only to hydroelectric facilities, ground-mounted photovoltaic systems of up to 15 kW, photovoltaic net-metering systems that are mounted on a roof, and mixed ground- and roof-mounted systems of up to 500 kW where the ground-mounted portion of the system does not exceed 15 kW.

(B) Form and Content. A net-metering system under this subsection must be registered with the Commission in accordance with the filing procedures and registration form prescribed by the Commission and must contain all of the information required by the instructions for completing that form.

(C) Timeframes. Unless otherwise directed by the Commission, a CPG will be deemed issued by the Commission without further proceedings, findings of fact, or conclusions of law, and the applicant may commence construction of the system on the 15th day following the filing of the form.

(D) Service. Upon filing the net-metering registration form with the Commission, the Commission's electronic filing system will send notice of the registration to the electric company, the Department, and the Agency of Natural Resources.

(E) Interconnection. All CPGs deemed issued under this Rule are conditioned on the CPG holder complying with all electric company interconnection requirements. Interconnection approval must be obtained from the electric company pursuant to Rule 5.500.

(1) For systems up to 15 kW, a registration form filed under this Rule constitutes a Rule 5.500 interconnection application. The review of the

interconnection application by the electric company is governed by Rule 5.500.

(2) For systems greater than 15 kW, the applicant must obtain interconnection approval from the electric company under Rule 5.500 before submitting a registration form under this Rule.

5.106 Applications for Ground-Mounted Photovoltaic Net-Metering Systems Greater Than 15 kW and up to and Including 500 kW and for Facilities Using Other Technologies up to and Including 500 kW

(A) Applicability. This application procedure is applicable to ground-mounted photovoltaic net-metering systems that are greater than 15 kW and up to 500 kW in capacity and mixed ground- and roof-mounted systems of up to 500 kW where the ground-mounted portion of the system exceeds 15 kW. This application procedure is also applicable to net-metering systems that use eligible technologies other than photovoltaic systems. This application procedure does not apply to hydroelectric facilities or roof-mounted photovoltaic net-metering systems with no ground-mounted system.

(B) Form and Content. An application for a CPG under this subsection must be filed with the Commission in accordance with the Commission's current filing procedures, using the application form prescribed by the Commission, and must contain all of the information required by this Rule and the instructions for that form. The Commission will develop forms for:

(1) Photovoltaic systems where the capacity of the ground-mounted portion of the system is greater than 15 kW, up to and including 50 kW;

(2) Net-metering systems using a technology other than photovoltaics up to and including 50 kW; and

(3) Net-metering systems with a capacity of greater than 50 kW up to and including 500 kW.

(C) Advance Submission Requirements. The applicant must provide notice of the application as follows:

(1) Recipients Entitled to Advance Submission. The applicant must provide the following persons with an advance submission, at least 45 days in advance of filing the application with the Commission:

(a) the municipal legislative bodies and municipal and regional planning commissions in the communities where the project will be located;

(b) all adjoining landowners;

(c) the host landowner;

(d) the Department of Public Service;

(e) the Agency of Natural Resources;

(f) the Natural Resources Board, if the proposed net-metering system is located on a resource extraction site;

(g) the Division for Historic Preservation;

(h) the Agency of Agriculture Food and Markets;

(i) the electric company; and

(j) the Commission.

(2) Method of Service of Advance Submission. The applicant must provide the advance submission to the municipal legislative body, municipal planning commission, adjoining landowners, and the host landowner by first-class mail, personal delivery, or any other means authorized by the persons entitled to service. Adjoining landowners must be identified using the host town's certified grand list as it existed no more than 60 days before the date of the advance submission or online through the Vermont Center for Geographic Information database, municipality-specific databases, the Vermont Department of Taxes grand lists, or electronic versions of grand lists maintained by municipalities. An applicant must verify with the relevant municipality that the online database provides accurate and current information regarding parcel ownership within that municipality. Documentation of verification must be signed and attested to by an applicant. Service of the advance submission on the state agencies, electric company, and regional planning commission will occur through ePUC, the Commission's electronic filing system.

(3) Contents of Advance Submission. The advance submission must state that the applicant intends to file a Section 8010 application with the Commission, must identify the location of the project site, and must

provide a description of and site plan for the proposed project, including any aesthetic mitigation plan, in sufficient detail to afford the recipient reasonable notice of the nature of the project so that the recipient is able to make an informed judgment as to any potential impact the construction or

operation of the project may have on any interest of the recipient that is within the Commission's jurisdiction to address. The submission must provide contact information and state that the recipient may file inquiries or comments with the applicant about the project and that the recipient will also have an opportunity to file comments with the Commission once the application is filed.

(4) Timing of Advance Submission and Application. If, within 180 days of the date of the advance submission, the applicant has not filed a complete application for the project that fully complies with the filing requirements of this Rule, the submission will be treated as withdrawn without further action required by the Commission.

(D) Filing Requirements. Applications must contain the following information. Failure to provide any required information will result in the application being deemed incomplete:

(1) Applicant name. The application must include the legal name (and the "doing business as" name, if different), contact information, Vermont business registration number (if applicable), and a description of the company or person making the application. For example:

XYZ Corporation (d/b/a ABC Solar)
Headquarters at 123 Maple Lane, Anytown, VT 05600
Service Agent: Jane Doe, Esq.
VT Business ID#: 12345

(2) Host landowner. The application must include the name and address of the legal owner of the land on which the proposed net-metering system would be built.

(3) Adjoining landowners. The application must include the names and addresses of all adjoining landowners. Adjoining landowners must be identified using the host town's certified grand list as it existed no more than 60 days before the date of the advance submission or online through the Vermont Center for Geographic Information database, municipality-specific databases, the Vermont Department of Taxes grand lists, or electronic versions of grand lists maintained by municipalities. An applicant must verify with the relevant municipality that the online

database provides accurate and current information regarding parcel ownership within that municipality. Documentation of verification must be signed and attested to by an applicant.

(4) Certification that advance submission requirements have been met. The applicant must certify that it has complied with the advance submission requirements listed above.

(5) Site plans. The applicant must provide a site plan for each project. A site plan must include:

(a) Proposed facility location, any project features, and project limits;

(b) Approximate property boundaries and setback distances from those boundaries to the corner of the closest project-related structure, approximate distances to any nearby residences, and dimensions of all proposed improvements;

(c) Proposed utilities, including approximate distance from source of power, sizes of service available and required, and approximate locations of any proposed utility or communication lines;

(d) Locations, specific descriptions, and the total acreage of any areas where vegetation is to be cleared or altered, proposed earth disturbance, a description of any proposed direct or indirect alterations to or impacts on wetlands or other natural resources protected under 30 V.S.A. § 248(b)(5), including the project limits, and the total acreage of forest clearing;

(e) Detailed plans for any drainage of surface and/or sub-surface water and plans to control erosion and sedimentation both during construction and as a permanent measure;

(f) Locations and specific descriptions of proposed screening, aesthetic mitigation, landscaping, groundcover, fencing, exterior lighting, and signs;

(g) Plans of any proposed access driveway, roadway, or parking area at the project site, including grading, drainage, and traveled width, as well as a cross-section of the access drive indicating the width, depth of gravel, paving, or surface materials; and

(h) The latitude and longitude coordinates for the proposed project.

(6) Wetland delineation. The applicant must provide either a wetland delineation prepared by a qualified consultant, or a letter from the district wetland ecologist or a qualified consultant stating that no delineation is necessary because the net-metering system will not be proximate to any significant wetlands. The wetland delineation must have been completed within the five years before the date of the application.

(7) Response to comments received in response to 45-day advance submission. The applicant must file a document summarizing the comments and recommendations received in response to the 45-day notice. The document must respond to the issues raised in those comments and recommendations and must state what steps the applicanthas taken to address those issues or why the applicant is unable to do so.

(8) Preferred-Site Documentation.

(a) Brownfields. If a project will be located on a brownfield and an applicant claims preferred-site status under subsection (4) or (7) of the definition of "preferred site," the applicant must provide a site investigation report, as required by the Agency of Natural Resources' Investigation and Remediation of Contaminated Properties Rule, or a letter from the Secretary of Natural Resources stating that a site investigation report is not necessary.

(b) Resource extraction sites. If a project will be located on a resource extraction site and an applicant claims preferred-site status under subsection (6) or (7) of the definition of "preferred site," the applicant must provide:

(i) Evidence depicting what is or was the disturbed portion of the site, which may include plans for the extraction site, aerial photographs, topographic surveys, and information about vegetative communities; and

(ii) If the extraction site has state or local permits with reclamation requirements, copies of such permits and documentation from the permitting agency stating that all permit reclamation requirements have been or will be

satisfied before operation of the plant.

(9) Proof of interconnection approval. The applicant must receive approval to interconnect the proposed net-metering system to the interconnecting utility's distribution system before filing an application. Interconnection applications and disputes about interconnection requirements are governed by Rule 5.500.

(10) A statement of whether the proposed net-metering system will be in a flood hazard area or river corridor and whether the proposal will comply with the Agency of Natural Resources' Flood Hazard Area and River Corridor Rule.

(11) Adjacent facilities. The applicant must identify any known (e.g., visible from the project site, or developed by the same applicant, developer, installer, or an affiliated entity) existing or planned generation facilities on the same or an adjacent parcel as the proposed net-metering system. The applicant must:

(a) State the distance between the facilities;

(b) Identify the owner(s) of the facilities and explain their relationship, if any;

(c) Describe the timing of the construction of the facilities;

(d) Identify and describe any infrastructure shared by the facilities; and

(e) Provide a site plan showing the two facilities.

(12) Systems greater than 50 kW must provide the following:

(a) Required evidence, project narrative, proposed findings, and proposed CPG. The applicant must provide evidence demonstrating that the proposed net-metering system will meet the criteria applicable to the system under Section 5.111 of this Rule. A witness sponsoring evidence must file a notarized affidavit stating that the information provided is accurate to the best of the witness's knowledge. All evidence must be sponsored by a witness. The witness must further attest to having personal knowledge to be able to testify as to the validity of the information

contained in the evidence. The applicant must include a brief project narrative describing the project in plain terms. The applicant must file proposed findings of fact and a proposed CPG with the application.

(b) The presence and total acreage of primary agricultural soils as defined in 10 V.S.A. § 6001 on each tract to be physically disturbed in connection with the construction and operation of the net-metering system, the amount of those soils to be disturbed, and any other proposed impacts to those soils.

(c) For each proposed structure, the applicant must provide elevation drawings. The elevation drawings must be to appropriate scales but no smaller than 1"/20'.

(i) The applicant must include two elevation drawings of the proposed structures drawn at right angles to each other, showing the ground profile to at least 100 feet beyond the edge of any proposed clearing, and showing any guy wires or supports. The elevation drawing must show height of the structure above grade at the base, and describe the proposed finish of the structure.

(ii) The elevation drawing must indicate the relative height of the facility to the tops of surrounding trees as they presently exist.

(d) Local and regional plans. The applicant must provide copies of the relevant sections of any town plan and regional plan in effect in the community in which the proposed facility will be located. The applicant must describe how the project complies with or is inconsistent with the land conservation measures in those plans.

(e) Decommissioning plan. All applications for net-metering systems with capacities equal to or greater than 150 kW must include a decommissioning plan that provides for the removal and safe disposal of project components and the restoration of any primary agricultural soils, if such soils are present within the net-metering

system's project limits.

(E) Review for Administrative Completeness. Commission staff will review all filed applications to determine whether they are administratively complete enough to process. Applicants should receive an e-mail message with the results of this review within 7 days of the date the Commission received the application; however, the expiration of this time period without the receipt of an e-mail message does not constitute a determination that the application is administratively complete enough to process. If the application is found to be complete, the applicant must provide copies of the application to the persons set forth in Sections 5.106(F), below. If the application is found to be incomplete, the applicant will be informed of the deficiencies and will be given an opportunity to cure them. A determination that an application is administratively complete enough to process is not a legal determination regarding the sufficiency of the information included in the application.

(F) Service of Notice of Applications. Within 2 days after the application is determined to be administratively complete, the applicant must serve notice of the application in accordance with this section.

(1) Entities Entitled to Notice of the Application:

(a) the municipal legislative bodies and the municipal and regional planning commissions where the net-metering system will be located;

(b) the host landowner;

(c) all adjoining landowners;

(d) the Department of Public Service;

(e) the Agency of Natural Resources;

(f) the Natural Resources Board, if the proposed net-metering systems is located on a resource extraction site;

(g) the Division for Historic Preservation;

(h) the Agency of Agriculture Food and Markets; and

(i) the electric company.

(2) Method of Service.

Notice to state agencies, the electric company, and regional planning commissions will occur through ePUC. The applicant must provide notice to any affected municipal legislative body and planning commission, host landowner, and adjoining landowners

by first-class mail, personal delivery, or any other means authorized by the person entitled to service. This notice must include, at a minimum, the case number, a reference and link to the advance submission required under Rule 5.106(C), a general description of the proposed net-metering system and its location, a statement that a complete application has been filed with the Commission and that the case has been opened, and information and a link that will allow the recipient to access the complete application electronically. The notice must also include instructions on how a recipient can contact the applicant to obtain a hard copy of the complete project plans and petition if the recipient is not able to access them electronically. If a hard copy is requested by the recipient, the applicant must serve it by first-class mail or its equivalent within 4 days of the request.

(G) Effect of Failure to Provide Timely Service. The Commission will grant reasonable extensions of time to the entities listed under (F)(1), above, to make a responsive filing when the applicant fails to cause timely service of notice of an application.

5.107 [DELETED]

5.108 Amendments to Pending Registrations and Applications

(A) An applicant may amend a pending Section 5.105 registration by filing an amended registration form in the pending registration case. The applicant must pay the modification fee set forth in 30 V.S.A. § 248c(d). The filing of an amended registration form will trigger a new 14-day review period and a CPG will be deemed issued on the 15th day after the filing, unless otherwise ordered by the Commission.

(B) An applicant may amend a pending Section 5.106 application by filing a motion in the pending application case. The applicant must pay the modification fee set forth in 30 V.S.A. § 248c(d). Applicants must provide notice of all substantial changes to all persons and entities who were entitled to receive a copy of the original application. The motion must include sufficient information, including an amended site plan, so that the Commission can understand the nature of the proposed change and its impact, if any, under any of the Section 248 criteria. In response to a motion to amend, the Commission

may, in its discretion:

(1) request additional information from the applicant;

(2) request comments from interested persons; and

(3) undertake any other process necessary to ensure the adequate review of the proposed amendment.

(C) Effect of amendment on applicable REC and siting adjustors. Except as provided below, the REC and siting adjustors applicable to an amended net-metering system, if any, will be based on the date that the first, complete application or registration was filed with the Commission and not on the date that the amendment request was filed. An amendment or series of amendments that increase the capacity of a net-metering system by more than 5% or 15 kW, whichever is greater, will trigger the application of the most recently adopted siting and REC adjustors to the entire output of the amended net-metering system.

(D) Any amendment that is a material modification, as that term is defined in Rule 5.500, must be approved by the interconnecting utility before the amendment motion is filed with the Commission.

5.109 Substantial Changes to Approved Net-Metering Systems and Amendment of CPGs

Commission approval is required for any substantial change to the plans of a net-metering system that has been issued or deemed issued a certificate of public good. An amended CPG, necessitated by changes substantial or non-substantial, may be obtained in the following manner:

(A) If the amended system meets the eligibility criteria to register for a CPG under Section 5.105, then the CPG holder may obtain an amended CPG by filing a revised registration form with the Commission. The registration must be filed as a new case in ePUC and will receive a new case number. The CPG holder requesting an amendment must submit the fee due for modifications under 30 V.S.A. § 248c(d)(3)(B).

(B) Amendment of CPGs issued pursuant to Rule 5.106. If the approved net-metering system has not been commissioned at the time the change is proposed, a request for an amendment to the CPG may be filed in the same case in which the CPG was issued. If the case in which the CPG was issued has been closed, the CPG holder must contact the Clerk of the Commission before filing. If the approved net-metering system has been commissioned, then the request for an amendment must be filed in a new case. The CPG holder requesting an amendment must submit the fee due for modifications under 30 V.S.A. § 248c(d)(3)(B).

(1) The CPG holder must provide notice of substantial changes to all parties to

the original CPG case and the entities entitled to notice of a new application, including any newly affected adjoining landowners. Notice does not need to be given to previous adjoining landowners who have transferred their interests since the time of the project's approval. New case procedures, including the provision of a 45-day advance submission, do not apply. The request must include evidence addressing each of the applicable Section 248 criteria under which the change has the potential to have a significant impact.

(2) The CPG holder must provide notice of requests for amendments to CPGs that are the result of non-substantial changes to the parties to the original CPG case. New case procedures, including the provision of a 45-day advance submission, do not apply. The request must include sufficient information for the Commission to determine that the proposed changes do not have the potential for significant impact under the applicable Section 248 criteria.

(C) The maintenance and repair of net-metering systems and the replacement of equipment with like equipment do not require advance notice or Commission approval.

(D) Effect of amendment on applicable REC and siting adjustors. Except as provided below, the REC and siting adjustors applicable to an amended net-metering system, if any, will be based on the date that the first, complete application or registration was filed with the Commission and not on the date that the amendment request was filed. An amendment or series of amendments that increase the capacity of a net-metering system by more than 5% or 15 kW, whichever is greater, will trigger the application of the most recently adopted siting and REC adjustors to the entire output of the amended net-metering system.

(E) Any amendment that is a material modification, as that term is defined in Rule 5.500, must be approved by the interconnecting utility before the amendment is proposed to the Commission.

5.110 Transfer and Abandonment of CPGs

(A) A CPG for a net-meteringsystem is deemed to be automatically transferred when the property hosting a net-metering system is sold or legal title is otherwise conveyed to a new owner. The new owner may continue operating the net-metering system provided that the new owner provides written notice of the transfer to the electric company.

(B) A CPG for a net-metering system that is transferred independently of a change in ownership of the property hosting the net-metering system may be transferred provided that:

(1) the original certificate holder is in compliance with all terms and conditions of the CPG;

(2) the new certificate holder complies with all terms and conditions of the

CPG and complies with this Rule 5.100; and

(3) within 30 days after acquiring ownership of the system, the new owner of a ground-mounted system completes and files an official transfer form with the Commission, the Department of Public Service, the Agency of Natural Resources, and the electric company, or within 30 days after acquiring ownership of the system, the new owner of a roof-mounted system completes and files an official transfer form with the Commission, the Department of Public Service, and the electric company.

(C) Abandonment. Non-use of a CPG for a period of one year following the date the CPG is issued will result in the revocation of the CPG without further action by the Commission. For the purpose of this section, for a CPG to be considered used, the net-metering system must be commissioned. A CPG holder may obtain an automatic one-year extension of time by providing written notice to the Commission and the electric company. Such notice must be (1) filed in the case in which the CPG was issued or deemed issued, unless the case is closed, in which case the filer should contact the Clerk, and (2) filed before the one-year anniversary of CPG issuance; otherwise the CPG will be deemed revoked. Further extensions will only be granted upon written request and for good cause shown before expiration of the CPG. A CPG holder may abandon a CPG before construction by providing written notice to the Commission, the Department, the Agency of Natural Resources, and the electric company.

5.111 Substantive Criteria of 30 V.S.A. § 248(b) Applicable to Net-Metering CPG Registrations and Applications

Pursuant to 30 V.S.A. § 8010, which provides that the Commission may waive the requirements of 30 V.S.A. § 248(b) that are not applicable to net-metering systems, the Commission will review registrations and applications for net-metering systems for compliance with the following statutory criteria. All other criteria are conditionally waived.

(A) For state-jurisdictional hydroelectric net-metering systems and for net-metering systems that are located on a new or existing structure whose primary use is not the generation of electricity or providing support for the placement of equipment that generates electricity: 30 V.S.A. § 248(b)(3).

(B) For net-metering systems that are not located on a new or existing structure whose primary use is not the generation of electricity or providing support for the placement of equipment that generates electricity and that elect to *transfer* the tradeable renewable energy credits to the electric company: 30 V.S.A. §§ 248(b)(1); (b)(3); (b)(5), except that the applicant does not need to address the effect of the net-metering system on municipal services, educational services, transportation, water conservation, sufficiency of water, existing water supply, or greenhouse gases; (b)(8); and Section 248(s).

(C) For net-metering systems that are not located on a new or existing structure whose primary use is not the generation of electricity or providing support for the placement of equipment that generates electricity and that elect to *retain* the tradeable renewable energy credits generated by the net-metering system: 30 V.S.A. §§ 248(b)(1); (b)(2); (b)(3); (b)(5), except that the applicant does not need to address the effect of the net-metering system on municipal services, educational services, transportation, water conservation, sufficiency of water, existing water supply, or greenhouse gases; (b)(8); and Section 248(s).

5.112 Aesthetic Evaluation of Net-Metering Projects

(A) Quechee Test. In determining whether a net-metering system satisfies the aesthetics criterion contained in 30 V.S.A. § 248(b)(5), the Commission applies the so-called "Quechee test" as described in the case *In Re Halnon*, 174 Vt. 515(2002) (mem.), set forth below:

(1) Step one: Determine whether the project would have an adverse impact on aesthetics and the scenic and natural beauty of an area because it would not be in harmony with its surroundings. If the answer is no, then the project satisfies the aesthetics criterion. If yes, move on to step two.

(2) Step two: The adverse impact will be found to be undue if any one of the three following questions is answered affirmatively:

(a) Would the project violate a clear, written community standard intended to preserve the aesthetics or scenic, natural beauty of the area?

(b) Would the project offend the sensibilities of the average person?

(c) Have the applicants failed to take generally available mitigating

steps that a reasonable person would take to improve the harmony of the proposed project with its surroundings?

(B) Adverse Aesthetic Impact. In order to determine that a project would have an adverse impact on aesthetics and the scenic and natural beauty under subsection (A)(1), above, the Commission must find that a project would be out of character with its surroundings. Specific factors used in making this evaluation include the nature of the project's surroundings, the compatibility of the project's design with those surroundings, the suitability of the project's colors and materials with the immediate environment, the visibility of the project, and the impact of the project on open space.

(C) Clear, Written Community Standard. In order to find that a project would violate a clear, written community standard, the Commission must find that the Project is inconsistent with a provision of the applicable town or regional plan that:

(1) Designates specific scenic resources in the area where the project is proposed. Statements of general applicability do not qualify as clear, written community standards. For example, the general statement that "agricultural fields shall be preserved" would not qualify because the statement does not designate specific resources as scenic. The statement "the agricultural fields to the west of Maple Road are scenic resources that must be preserved" would qualify because it designates specific resources as scenic.

(2) Provides specific guidance for project design. For example, the statement "only dwellings, forestry, and agriculture are permitted within the Maple Road scenic protection area" would be a clear standard because it states with specificity what type of development is permitted. The statement "all development in the Maple Road scenic protection area must maintain the rural character of the area" would not be a clear standard because it does not state with specificity what type of development is permitted.

(D) Offend the Sensibilities of the Average Person. A project will be found to offend the sensibilities of the average person if the project would be so out of character with its surroundings or so significantly diminish the scenic qualities of the area as to be offensive or shocking to the average person. In determining whether a project would offend the sensibilities of an average person, the Commission will consider the perspective of an average person viewing the project from both adjoining residences and from public vantage points.

(E) Generally Available Mitigating Steps. In determining whether an applicant has taken generally available mitigating steps, the Commission may consider the following:

(1) what steps, such as screening, the applicant is proposing to take;

(2) whether the applicant has adequately considered other available options for siting the project in a manner that would reduce its aesthetic impact;

(3) whether the applicant has adequately explained why any additional mitigating steps would not be reasonable; and

(4) whether mitigation would frustrate the purpose of the Project.

5.113 Setbacks

Applicants seeking authorization to construct a ground-mounted net-metering system must comply with the following minimum setback requirements:

(1) From a state or municipal highway, measured from the edge of the traveled way:

(a) 100 feet for a solar facility with a plant capacity exceeding 150 kW; and

(b) 40 feet for a solar facility with a plant capacity less than or equal to 150 kW but greater than 15 kW.

(2) From each property boundary that is not a state or municipal highway:

(a) 50 feet for a solar facility with a plant capacity exceeding 150 kW; and

(b) 25 feet for a solar facility with a plant capacity less than or equal to 150 kW but greater than 15 kW.

(3) This subsection does not require a setback for a solar facility with a plant capacity equal to or less than 15 kW.

(4) In the case of a net-metering wind turbine, the facility must be set back from all property boundaries and public rights-of-way by a distance equal to at least twice the height of the turbine, as measured from the tip of the blade.

(5) On review of an application, the Commission may either require a larger setback than this subsection requires, or approve an agreement to a smaller setback among the applicant, the municipal legislative body, and each owner of property adjoining the smaller setback.

PART III: PARTICIPATING IN THE REVIEW OF APPLICATIONS FOR CPGS

Part III describes the procedures available to the public and parties during the review of net-metering applications filed pursuant to Section 5.106. Part III does not apply to the review of net-metering registrations filed pursuant to Section 5.105.

5.114 Obtaining Information About a Net-Metering CPG Application

Interested persons may obtain information about a net-metering CPG application by visiting ePUC at https://epuc.vermont.gov or by contacting the Clerk of the Commission.

5.115 Rules and Processes Applicable to the Review of Net-Metering CPG Applications

The purpose of this Rule is to simplify the process of participating in the review of applications for net-metering CPGs. In keeping with this purpose, the process for reviewing CPG applications is described in Sections 5.116 through 5.124, below. Any procedure not described in this Rule is governed by the provisions of Rule 2.200. Where there is a conflict between the procedures described in this Rule and any other Commission rule, the provisions of this Rule govern.

5.116 Submission of Public Comments

When a net-metering application is filed with the Commission, the public may file comments addressing whether the application should be approved. Public comments that do not include a notice of intervention, a motion to intervene, or a request for hearing may be filed using ePUC, by email to puc.clerk@vermont.gov, or in paper. All public comments concerning an application must be filed with the Commission, with a copy sent to the applicant unless the comment was filed in ePUC, within 30 days from the date of notification by the Commission that the application is administratively complete. These public comments will be viewable on the Commission's electronic filing system. The applicant may file a written response to all timely filed public comments with the Commission within 14 days of the close of the 30-day public comment period, unless otherwise directed by the Commission.

5.117 Party Status in Net-Metering CPG Proceedings

(A) When a person wishes to participate in the review of a CPG application as a party, which is a prerequisite to filing an appeal of a final Commission decision, such person must

obtain party status from the Commission.

(B) The following persons must obtain party status as follows:

(1) The Vermont Department of Public Service, and the Agency of Natural Resources are parties in any proceeding under this ~~Ru~~le.

(2) The following persons will obtain party status from the Commission only after filing a notice of intervention. All notices of intervention must be filed using ePUC unless the filing is accompanied by a request for a waiver under Commission Rule 2.107 to allow for paper filings. If a notice of intervention is filed in paper along with a request for a waiver of the requirement to use ePUC, the filer must mail copies of the entire filing to all parties in the case. Filers can obtain a list of names and addresses of the parties in the case by contacting Commission administrative staff at 802-828-2358 or puc.clerk@vermont.gov. The Commission will provide a form for such purpose:

(a) the electric company;

(b) the legislative body and the planning commission of the municipality in which a facility is located, pursuant to 30 V.S.A. § 248(a)(4)(F);

(c) the regional planning commission of the region in which a facility is located;

(d) the regional planning commission of an adjacent region if the distance between the net-metering system's nearest component and the boundary of that adjacent region is less than or equal to 500 feet or 10 times the height of the facility's tallest component, whichever is greater;

(e) the legislative body and planning commission of an adjacent municipality if the distance between the net-metering system's nearest component and the boundary of that adjacent municipality is less than or equal to 500 feet or 10 times the height of the facility's tallest component, whichever is greater;

(f) adjoining landowners;

(g) the Vermont Agency of Agriculture Food and Markets;

(h) the Vermont Division of Historic Preservation; and

(i) the Natural Resources Board.

(C) Any other person seeking to participate in a net-metering proceeding as a party must file a motion to intervene either in accordance with Commission Rule 2.209 or by filing a form developed by the Commission for use under this Rule. All motions to intervene must be filed using ePUC unless the filing is accompanied by a request for a waiver under Commission Rule 2.107 to allow for paper filings. If a motion to intervene is filed in paper along with a request for a waiver of the requirement to use ePUC, the filer must mail copies of the entire filing to all parties in the case. Filers can obtain a list of names and addresses of the parties in the case by contacting Commission administrative staff at 802-828-2358 or puc.clerk@vermont.gov.

(D) Any person who obtains party status acquires all of the legal rights and obligations of a party in a Commission proceeding. The filing of public comments on an application and the consideration of such public comments by the Commission do not confer party status. Party status is conferred only upon the filing of a notice of intervention by the persons listed in (B)(3), above, or upon issuance of an order from the Commission granting a duly filed motion to intervene.

5.118 Requests for Hearing

The review of net-metering CPG applications is based upon the information contained in the application filed by the applicant. If a party wishes to offer contrary evidence or to challenge the accuracy of information contained in an application, then the party must request a hearing to present such evidence and argument. A party must file a request for hearing within 30 days from the date of notification by the Commission that the application is administratively complete. The request must identify the proposed issues to be resolved through the hearing. Unless the party has already been granted party status by the Commission, a request for a hearing must be accompanied by a notice of intervention or motion to intervene, pursuant to Section 5.117 of this Rule.

5.119 Circumstances When the Commission Will Grant a Request for Hearing

(A) The Commission will grant a request for a hearing only if such request is filed by a party. Such a request may be included with a notice of intervention or motion to intervene. A

hearing requested by a party will be granted provided that the request raises:

(1) one or more substantive issues under the applicable Section 248 criteria; or

(2) a substantive issue that is within the Commission's jurisdiction to resolve.

(B) Requests must be supported by more than general or speculative statements. For example, it is not sufficient to state that an application "violates Section 248(b)(5)." Instead, a party should state with specificity why the project raises a substantive issue under the Section 248 criteria. For example: "The application raises an issue under the aesthetics criterion under Section 248(b)(5) because the applicant has not proposed adequate mitigation to screen the western portion of the project from Maple Street."

5.120 Scheduling Conferences and Status Conferences

In cases where the Commission has determined that a hearing will be held, on reasonable notice the Commission will conduct a scheduling conference prior to the hearing. The Commission may also conduct additional status conferences as necessary. . The following topics may be addressed at a scheduling or status conference:

(a) clarifying the issues to be addressed at the hearing and, if possible, narrowing them;

(b) identifying evidence, documents, witnesses, stipulations, and other offers of proof to be presented at a hearing;

(c) promoting the expeditious, informal, and nonadversarial resolution of issues and the settlement of differences;

(d) requiring the timely exchange of information concerning the application;

(e) setting a schedule for the prefiling of testimony and exhibits; and

(f) such other matters as the Commission deems appropriate.

5.121 [DELETED]

5.122 Procedure for Hearings

(A) Notice. Prior to any hearing conducted under this Rule, each party will receive a notice stating the time, place, and nature of the hearing. The notice will include a short and plain statement of the matters at issue in the hearing and a statement of the statutes and rules involved

in the case.

(B) Order of Witnesses, Marking of Exhibits. At the hearing the Commission will establish the order in which the parties will present their witnesses and evidence. At that time all exhibits and any other documents to be entered into the record must be marked for identification (for example, Exhibit Applicant-1).

(C) Pre-Filed Testimony and Exhibits. Each party must pre-file a copy of all testimony and exhibits with the Commission. Copies of such filings must be provided to the applicant and other parties at the time of filing. At the discretion of the Commission, parties may present live direct or rebuttal testimony.

(D) Cross-Examination. At the hearing, each party will be afforded a reasonable opportunity to ask questions of other parties' witnesses.

(E) Evidence. The Rules of Evidence, as modified by 3 V.S.A. § 810, apply in hearings under this Rule.

(F) Transcript. Any hearing will be transcribed and a transcript will be made available to the public by the Commission.

(G) Briefs, Proposed Findings of Fact. At the conclusion of the hearing, the parties will state whether they wish to file proposed findings of fact or legal briefs. A schedule for making such filings will be established, if necessary.

5.123 Decisions

After the conclusion of the hearing and after the submission of any briefs and proposed findings of fact, the Commission will issue a written decision in the case. In a case where a majority of the Commission members have not heard the case or read the record, a proposal for decision will be provided to the parties for comment and opportunity for oral argument prior to the issuance of a final decision.

5.124 Appeals of Commission Decisions

Information about how to appeal a Commission decision to the Vermont Supreme Court will be provided with any final order from the Commission.

PART IV: THE NET-METERING PROGRAM

5.125 Pre-Existing Net-Metering Systems

(A) Eligibility. A pre-existing net-metering system must:

(1) have a complete CPG application filed with the Commission prior to January 1, 2017;

(2) the complete CPG application must have been filed at a time when the electric company was accepting net-metering systems pursuant to 30 V.S.A. § 219a(h)(1)(A) as the statute existed on December 31, 2016, orqualified under state law as a system that did not count towards the capacity limit on net-metering contained in that statute; and

(3) not have been amended to increase its capacity by more than 5% or 15 kW, whichever is greater, after the effective date of this Rule.

(B) [DELETED]

(C) Applicable Rates for Pre-Existing Net-Metering Systems. Customers using pre-existing net-metering systems shall, for a period of 10 years from the date of the net-metering system's commissioning, be credited for generation according to the rates and incentives provided for in 30 V.S.A. § 219a, as the statute existed on December 31, 2016, and the Commission's rules implementing that statute. If the customer's system was commissioned before the electric company's first rate schedule to comply with Section 219a(h)(1)(K) took effect, then the 10-year period shall run from the effective date of the electric company's first rate schedule implementing the incentive. At the end of the applicable 10-year period, customers using pre-existing net-metering systems shall be credited for excess generation as provided in Section 5.126 of this Rule or its successor.

(D) Non-Bypassable Charges. For a period of 10 years from the date that a pre-existing net-metering system was commissioned, a customer using that net-metering system may apply any accrued net-metering credits to any charge irrespective of whether that charge is a non-bypassable charge.

(E) Adjustors Not Applicable to Pre-Existing Net-Metering Systems. Pre-existing net-metering systems are not subject to any siting adjustors or REC adjustors established under this Rule.

(F) Tradeable Renewable Energy Credits. Any tradeable renewable energy credits created by pre-existing net-metering systems will continue to be either retained by the customer or transferred to the electric company per the election made by the applicant at the time of application for its CPG. For CPG applications filed prior to the time when such election was available, tradeable renewable energy credits are retained by the customer.

(G) Existing Groups Using Pre-Existing Net-Metering Systems. Notwithstanding Sections 5.129(C) through (E), an existing group or customer may have more than 500 kW of pre-existing net-metering systems attributed to the group or customer if these net-metering arrangements were requested prior to January 1, 2017.

(H) Provisions of This Rule Applicable to Pre-Existing Net-Metering Systems. Pre-existing net-metering systems are subject only to the following provisions of this Rule.

(1) 5.109 (Amendments to Approved Net-Metering Systems);

(2) 5.110 (Transfers and Abandonment);

(3) 5.126 (Energy Measurement), except as modified by (C), above, and except that a customer is not required to install a production meter at a pre-existing system pursuant to 5.126(A)(1);

(4) 5.129 (Billing Standards and Procedures);

(5) 5.131 (Interconnection Requirements);

(6) 5.132 (Disconnection of Net-Metering Systems);

(7) 5.135 (Participation in Wholesale Markets);

(8) 5.137 (Energy Storage Facility Electrically Connected to a Net-Metering System); and

(9) 5.138 (Compliance Proceedings).

(I) All other net-metering systems are subject to all provisions of this Rule.

5.126 Energy Measurement for Net-Metering Systems

(A) Electric energy measurement for net-metering systems must be performed in the following manner:

(1) At its own expense, the applicant must install a production meter to measure the electricity produced by the net-metering system.

(2) Individual Net-Metering System Billing: For customers who elect to wire

net-metering systems such that they offset consumption on the billing meter, the billing meter establishes billing determinants for the customer's bill based on the rate schedule for the customer.

(a) At the end of the billing period, the electric company must net electricity produced with electricity consumed.

(i) If electricity consumed by the customer exceeds the electricity produced by the net-metering system, the customer must be billed the difference, net of any credit accumulated in the preceding 12 months. Credits may not be applied to non-bypassable charges as identified in a utility's tariff.

(ii) If the electricity produced by the net-metering system exceeds the electricity consumed, the excess generation must be monetized at the applicable blended residential rate. The monetized credit applies to all charges on the bill not identified as non-bypassable charges in a utility's tariff.

(iii) For the first 10 years after the system is commissioned, any zero or positive siting or REC adjustor set forth in the net-metering facility's CPG is multiplied by the kWh from the production meter and applied to the bill as a credit. For example, the $0.01/kWh siting adjustor for net-metering systems 15 kW or less will result in such systems receiving a bill credit of $0.01/kWh multiplied by all kWh on the production meter.

(iv) Any negative siting or REC adjustor set forth in the net-metering facility's CPG is multiplied by the kWh from the production meter and applied to the bill as an additional charge. For example, the -$0.03/kWh REC adjustor for net-metering systems that retain their RECs will result in such systems receiving a bill charge of $0.03/kWh

multiplied by all kWh on the production meter.

(v) If credits remain after being applied to all charges not identified in an electric company's tariff as non-bypassable charges, such credits must be tracked, applied, or carried forward on customer bills, as described in Section 5.129.

(3) Group Net-Metering System Billing for Systems Not Directly Interconnected: For customers who elect to wire group net-metering systems such that they offset consumption on the billing meter, the billing meter establishes the billing determinants for the customer's bill based on the rate schedule for the customer.

(a) At the end of the billing period, the electric company must net electricity produced with electricity consumed on the generation account.

(i) If electricity consumed by the customer exceeds the electricity produced by the net-metering system, the customer must be billed the difference, net of any credit accumulated in the preceding 12 months. Credits may not be applied to non-bypassable charges as identified in a utility's tariff.

(ii) If the electricity produced by the net-metering system exceeds the electricity consumed, the excess generation must be allocated to group members and monetized at the applicable blended residential rate. The monetized credit applies to all charges on the bill not identified as non-bypassable charges in a utility's tariff.

(iii) For the first 10 years after the system is commissioned, any zero or positive siting or REC adjustor set forth in the net-metering facility's CPG is multiplied by the kWh from the production meter, allocated to the group members and applied to the bills as credits. For example, the $0.01/kWh siting adjustor for net-metering systems 15 kW or less will

result in such systems receiving a bill credit of $0.01/kWh multiplied by all allocated kWh from the production meter.

(iv) Any negative siting or REC adjustor set forth in the net-metering facility's CPG is multiplied by the kWh from the production meter, allocated to the group members, and applied to the bills as additional charges. For example, the negative $0.03/kWh REC adjustor for net-metering systems that retain their RECs will result in such systems receiving a bill charge of $0.03/kWh multiplied by all allocated kWh from the production meter.

(v) If credits remain on group members' bills after being applied to all charges on the bills not identified as non-bypassable charges in an electric company's tariff, such credits must be tracked, applied, or carried forward on group member bills, as described in Section 5.129.

(4) Group Net-Metering System Billing for Systems Directly Interconnected: For customers who elect to wire group net-metering systems such that the generation is directly connected to the utility grid and does not also offset any customer's billing meter, the electricity produced by the net-metering system, all of which is excess generation as defined in this Rule, must be allocated to the group members and monetized at the applicable blended residential rate before netting. The monetized credit applies to all charges on the bill not identified as non-bypassable charges.

(a) For the first 10 years after the system is commissioned, any zero or positive siting or REC adjustor set forth in the net-metering facility's CPG is multiplied by the kWh from the production meter, allocated to the group members, and applied to the bills as credits. For example, the $0.01/kWh siting adjustor for net-metering systems 15 kW or less will result in such systems receiving a bill credit of $0.01/kWh multiplied by all allocated kWh from the production meter.

(b) Any negative siting or REC adjustor set forth in the net-metering facility's CPG is multiplied by the kWh from the production meter, allocated to the group members, and applied to the bills as additional charges. For example, the negative $0.03/kWh REC adjustor for net-metering systems that retain their RECs will result in such systems receiving a bill charge of $0.03/kWh multiplied by all allocated kWh from the production meter.

(c) If credits remain on group members' bills after being applied to all charges on the bills not identified as non-bypassable charges in an electric company's tariff, such credits must be tracked, applied, or carried forward on group member bills, as described in Section 5.129.

(B) As part of a tariff filed for Commission approval pursuant to this Rule, an electric company may propose alternative methods of energy measurement for group net-metering systems if the application of Section (A), above, would cause unreasonable administrative burdens for the electric company. Such alternatives may not displace any of the applicable adjustors, credits, or charges provided inthis Rule.

5.127 Determination of Applicable Rates and Adjustors

(A) Depending on the electric company service territory in which the net-metering system is located, the blended residential rate used to determine the value of credits for excess generation is the lowest of the following:

(1) For electric companies whose general residential service tariff does not include inclining block rates, the $/kWh charge set forth in that utility's tariff for general residential service;

(2) For electric companies whose general residential service tariff includes inclining block rates, a blend of those rates determined by adding together all of the revenues to the company during the most recent calendar year from kWh sold under those block rates and dividing the sum by the total kWh sold by the company at those rates during the same year. Each electric company whose general residential service tariff includes inclining

block rates must perform this calculation by February 1 of each even-numbered year. Any change to the blended residential rate calculated pursuant to this subsection must be included in a tariff compliance filing made pursuant to Section 5.128(H) of this Rule; or

(3) The weighted average of the blended residential rates for all Vermont electric companies. The average is weighted by the annual retail sales of the electric companies.

(B) The REC adjustors are determined as follows:

(1) At the time an application for authorization to construct the net-metering system is filed with the Commission, the applicant must elect whether to retain ownership of any RECs generated by the system or whether to transfer such RECs to the electric company. This election is irrevocable. The electric company must retire all RECs transferred to it by a net-metering customer.

(2) The REC adjustor for a net-metering system must be calculated in dollars per kWh ($/kWh) at the time the Commission issues the net-metering system a CPG. A zero or positive REC adjustor applies for a period of 10 years from the date the system is commissioned; a negative REC adjustor applies in perpetuity. Except for systems that register pursuant to Section 5.105 of this Rule, both the amount and the term of the REC adjustor will be stated in the net-metering system's CPG.

(3) The value of the REC adjustors are those set in the most recent biennial update order issued by the Commission pursuant to Section 5.128. Hydroelectric facilities net-metering under this rule are not subject to a REC adjustor.

(C) The siting adjustors are determined as follows:

(1) In order to provide incentives for the appropriate and beneficial siting of net-metering systems, each net-metering system may receive the highest-value siting adjustor for which it meets the applicable criteria. The net-metering system's siting adjustor must be expressed in dollars per kWh ($/kWh) at the time the Commission issues the net-metering system a

CPG. A zero or positive siting adjustor applies for a period of 10 years from the date the system is commissioned; a negative siting adjustor applies in perpetuity. Except for systems that register pursuant to Section 5.105 of this Rule, both the amount and the term of the siting adjustor must be stated in the net-metering system's CPG.

(2) The value of the siting adjustors for Category I through IV facilities and hydroelectric facilities are those set in the most recent biennial update order issued by the Commission pursuant to Section 5.128.

5.128 Biennial Update Proceedings

(A) The Commission must conduct a biennial update in 2024 and every two years thereafter to update the following:

(1) REC adjustors;

(2) siting adjustors;

(3) the electric companies' blended residential rates and the statewide blended residential rate; and

(4) the eligibility criteria applicable to Categories I, II, III, and IV net-metering systems.

(B) In updating the REC adjustors, the Commission must consider:

(1) the pace of renewable energy deployment necessary to be consistent with the Renewable Energy Standard program, the Comprehensive Energy Plan, and any other relevant State program;

(2) the total amount of renewable energy capacity commissioned in Vermont in the most recent two years;

(3) the disposition of RECs generated by net-metering systems commissioned in the past two years; and

(4) any other information deemed appropriate by the Commission.

(C) In updating the siting adjustors, the Commission must consider:

(1) the number and capacity of net-metering systems receiving CPGs in the most recent two years;

(2) the extent to which the current siting adjustors are affecting siting

decisions;

(3) whether changes to the qualifying criteria of the categories are necessary;

(4) the overall pace of net-metering deployment; and

(5) any other information deemed appropriate by the Commission.

(D) On or before March 1 of each even-numbered year, each electric company must file in the biennial update investigation case a form developed by the Commission in consultation with the Department and the electric companies. The form will collect the following information regarding the state of the electric company's net-metering program:

(1) the number of net-metering systems interconnected with the electric company's distribution system during the past two years;

(2) the capacity of each system;

(3) the fuel source of each system;

(4) the REC disposition of each system;

(5) the siting adjustor applicable to each system;

(6) the electric company's updated blended residential rate and supporting calculations;

(7) any other information the electric company believes to be relevant to the biennial update; and

(8) any other information relevant to the biennial update required by the Commission's form.

(E) By no later than April 1 of each even-numbered year, the Department of Public Service and the Agency of Natural Resources may file in the biennial update investigation case any proposed updates to the items specified in Section 5.128(A)(1)-(4) and reasons therefor.

(F) Any person may file comments on the filings under (D) and (E), above, by April 15.

(G) By June 1 of each even-numbered year, the Commission may by order update the items specified in Section 5.128(A)(1)-(4), as necessary. Adjustors must be determined to ensure that net-metering deployment occurs at a reasonable pace and in furtherance of State energy goals.

(H) Electric companies must file no later than June 15 revisions to their net-metering

tariffs that incorporate the new values set forth by the Commission in its biennial update order. Each tariff must be filed as a new tariff case in ePUC. Such tariffs must have an effective date of August 1. This tariff compliance filing may not include any other proposed changes to the utility's net-metering tariff, except for any revisions to the items in Rule 5.128(A)(1)-(4) ordered in the Commission's biennial update order.

(I) Notwithstanding the above, the Commission may conduct an update sooner than biennially at its own discretion or upon petition by the Department.

5.129 Billing Standards and Procedures

(A) Customer Billing Requirements. The bill of a net-metering customer must include the following:

(1) the dollar amount of any credits carried forward from the previous months;

(2) the dollar amount of credits that have expired in the current month;

(3) the dollar amount of credits generated in the current month;

(4) the dollar amount of credits remaining; and

(5) the total kWh generated by the net-metering system in the current month.

(B) Accumulated Bill Credits. Any accumulated bill credit must be used within 12 months from the month it is earned, or it reverts to the electric company without any compensation to the net-metering customer. Bill credits may not be transferred independently of a transfer of ownership of a net-metering system.

(C) Membership in Multiple Net-Metering Groups. Individual customer accounts may be enrolled in only one net-metering group at a time. Customers with multiple accounts may enroll each account in a separate net-metering group.

(D) 500 kW Customer Limit. The cumulative capacity of net-metering systems allocated to a single customer may not exceed 500 kW, except as provided in Rule 5.129(F), below. For example, a customer who has two accounts cannot have each account allocated more than 50 percent of the output from two 500 kW net-metering systems because the cumulative capacity of the allocated share of those net-metering systems would exceed 500 kW.

(E) Multiple Net-Metering Systems in a Group. Groups may have more than one net-metering system attributed to a group and may increase the capacity of existing generation attributed to the group. However, the cumulative capacity of net-metering systems attributed to a

group may not exceed 500 kW, except as provided in Rule 5.129(F), below.

(F) Cumulative Capacity of School Net-Metering Systems. The cumulative capacity of net-metering systems allocated to a single customer:

(1) that is a public school, as defined in 16 V.S.A. § 11(7); an independent school, as defined in 16 V.S.A. § 11(8); a supervisory union, as defined in 16 V.S.A. § 11(23); or a school district, as defined in 16 V.S.A. § 11(10), must not exceed 1 MW.

(2) that is a school district, as defined in 16 V.S.A. § 11(10), or a supervisory union, as defined in 16 V.S.A. § 11(23), created as a result of school district consolidation under 2010 Acts and Resolves No. 153, 2012 Acts and Resolves No. 156, or 2015 Acts and Resolves No. 46, each as amended, must not exceed the greater of:

(a) the cumulative capacity of the net-metering systems that the school districts were participating in, or had agreed to participate in, prior to consolidation; or

(b) 1 MW.

(G) Group Member Allocations. Where the customer has, at its own expense, provided a separate meter for measuring production, the kWh produced by a net-metering system may be allocated to the accounts of a single customer or the accounts of group members. Where there is no separate production meter, only the excess generation may be allocated to accounts belonging to a single customer or to the accounts of members of a group.

5.130 Group System Requirements

(A) In addition to any other requirements in 30 V.S.A. §§ 248 and 8010, and in any applicable Commission rules, before a group system may be formed and served by an electric company, the group must file the following information with the electric company:

(1) The meters to be included in the group system, which must be located within the same electric company service territory;

(2) A process for adding and removing meters in the group and an allocation of any credits among the members of the group. This allocation arrangement may be changed only on written notice to the electric

company by the person designated under 5.130(A)(3), and any such change may only apply on a prospective basis;

(3) The name and contact information for a designated person who is responsible for all communications from the group system to the serving electric company, except for communications related to billing, payment, and disconnection; and

(4) A binding process for resolving any disputes among the members of a group relating to the net-metering system. This dispute resolution process may not in any way require the involvement of the electric company, the Commission, or the Department. This process does not apply to disputes between the electric company and individual group members regarding billing, payment, or disconnection.

(B) The electric company must implement appropriate changes to a net-metering group within 30 days after receiving written notification of such changes from the person designated under subsection 5.130(A)(3). Written notification of a change in the person designated under subsection 5.130(A)(3) is effective upon receipt by the electric company. The electric company is not liable for the consequences from actions based on such notification.

(C) For each group member's customer account, the electric company must bill that group member directly and send directly to that group member all communications related to billing, payment, and disconnection of that group member's customer account. Any volumetric charges for any account so billed must be based on the individual meter for the account.

5.131 Interconnection Requirements

The interconnection of all net-metering systems is governed by Commission Rule 5.500. The applicant bears the costs of all equipment necessary to interconnect the net-metering system to the distribution grid and any distribution system upgrades necessary to ensure system stability and reliability.

5.132 Disconnection of a Net-Metering System

The following procedures govern the disconnection of a net-metering system from the electrical system. These procedures apply to net-metering systems only and do not supplant

Commission Rules 3.300 and 3.400 relating to company disconnection in general. A customer who initiates a permanent disconnection of a net-metering system must notify the electric company. The electric company must notify the Commission and the Department of the disconnection.

(A) In the event the electric company must perform an emergency disconnection of a net-metering system, the electric company must notify the customer within 24 hours after the disconnection. For the purpose of this section, the term "emergency" means a situation in which continued interconnection of the net- metering system is imminently likely to result in significant disruption of service or endanger life or property.

(B) If the emergency is not caused by the operation of the net-metering system, the company must reconnect the net-metering system upon cessation of the emergency.

(C) If the emergency is caused by the operation of the net-metering system, the electric company must communicate the nature of the problem to the customer within 5 days, and attempt to resolve the problem. If the problem has not been resolved within 30 days of an emergency disconnection, the electric company must file a disconnection petition with the Commission.

(D) Non-emergency disconnections must follow the same procedure as emergency disconnections in subsection B above, except that the electric company must give written notice of the disconnection no earlier than 10 days and no later than 5 days prior to the first date on which the disconnection of the net-metering system is scheduled to occur. Such notice must communicate to the customer the reason for disconnection and the expected duration of the disconnection. With written consent from the customer, an electric company may arrange to provide the customer with notice of non-emergency disconnections on terms other than those set forth in this Rule, provided that the electric company first informs the customer of the provisions of this Rule and that the customer may contact the Consumer Affairs and Public Information Division of the Vermont Department of Public Service. For group systems, such consent may be obtained from the person designated under Section 5.130(A)(3).

(E) A customer who is involuntarily disconnected may file a written complaint with the Commission at any time following disconnection. The customer must provide a copy of the complaint to the electric company and the Department of Public Service. Within 30 days of the date the complaint is filed, the Commission may hold a hearing to investigate the complaint. In

the event of the filing of such a complaint, the electric company must carry the burden of proof to demonstrate the reasonableness of disconnection.

5.133 Electric Company Requirements

(A) Generally. Electric companies:

(1) Must make net-metering available to any customer or group on a first-come, first-served basis as determined by the order in which customers file a complete interconnection application;

(2) Must track credits by the month and year created and apply them on a first-created, first-used basis;

(3) May charge a reasonable fee for establishment, special meter reading, accounting, account correction, and account maintenance for a net-metering system;

(4) May, prior to interconnection, charge a reasonable fee to cover the cost of electric company distribution system improvements necessary to safely and reliably serve the net-metering customer;

(5) May require a customer to install advanced metering infrastructure prior to serving the net-metering customer;

(6) May require that all meters included within a group system be read on the same billing cycle; and

(7) May require energy efficiency audits for customers seeking to install and operate a net-metering system if they are:

(a) a residential customer with historic energy consumption of 750 kWh or more per month; or

(b) a commercial or industrial customer.

(B) Each electric company with net-metering customers must maintain current records of the number, individual capacity, cumulative capacity, and disconnections of net-metering generation installed within its service territory.

5.134 Electric Company Tariffs

Tariffs. Each electric company must review its net-metering tariff and, pursuant to 30

V.S.A. § 225, file any revisions necessary to ensure consistency with this Rule.

5.135 Participation in Wholesale Markets

No net-metering system may participate in a wholesale market unless the Commission finds that such participation will not harm the interests of Vermont ratepayers and will be in the public good.

5.136 Locational Adjustor Fee

An electric company may propose for Commission approval a tariff assessing a locational adjustor fee on new net-metering systems located in constrained or limited-headroom areas of the grid. The fee will be assessed on a per-kilowatt basis and collected before a net-metering system is energized. The amount of the fee must reflect the incremental economic harm caused by constructing additional generation in the area or the incremental cost to ratepayers of expanding the available grid capacity in the area. The electric company tariff must describe the physical boundaries of the constrained area or limited headroom area; existing and forecasted load and generation within the area; the capacity of the distribution, sub-transmission, or transmission system within the area; any other affected distribution utility, or VELCO, that is potentially affected by the addition of generation to the area, particularly in cases where it is the sub-transmission or transmission system that is facing a constraint; and any other factors relevant to the determination of whether a locational adjustor is just and reasonable. The tariff must also provide a method for allocating any fees collected among other electric companies affected by the constraint. A tariff proposed under this section may apply to new electric generation facilities other than net-metering systems.

5.137 Energy Storage Facility Electrically Connected to a Net-Metering System

(A) An energy storage facility that is electrically connected to a net-metering system must be configured such that the customer cannot receive net-metering compensation for electricity drawn from a source other than the net-metering system.

(B) No electric company may allow an energy storage facility to be interconnected in a manner that allows electricity generated by any source other than a net-metering system to receive net-metering compensation.

PART V: COMPLIANCE PROCEEDINGS

5.138 Compliance Proceedings

(A) In response to a complaint filed by any member of the public or on its own motion, the Commission may open a compliance proceeding or refer matters concerning whether an approved net-metering system is complying with the terms of its CPG or any applicable law within the Commission's jurisdiction to the Department of Public Service for investigation and to make a recommendation as to whether the Commission should open a compliance proceeding or take any other steps necessary to ensure that the net-metering system continues to serve the public good.

(B) The Commission may take any or all of the following steps to ensure that a net-metering system is constructed and operated in compliance with the terms and conditions of the CPG issued for that net-metering system and any related Commission order:

(1) Direct the certificate holder to provide the Commission with an affidavit under oath or affirmation attesting that the person, company, or corporation or any facility or plant thereof is in compliance with the terms and conditions of the CPG pursuant to 30 V.S.A. § 30(g);

(2) Direct the certificate holder to provide additional information;

(3) Dismiss the complaint;

(4) After notice and opportunity for hearing, amend or revoke any CPG for a net-metering system, impose a penalty under 30 V.S.A. § 30, or order remedial activities for any of the following causes:

(a) The CPG or order approving the CPG was issued based on material information that was false or misleading;

(b) The system was not installed, or is not being operated, in accordance with the National Electrical Code or applicable interconnection standards;

(c) The net-metering system was not installed or is not being operated

in accordance with the plans and evidence submitted in support of the application or registration form or with the findings contained in the order approving the net-metering system;

(d) The holder of the CPG has failed to comply with one or more of the CPG conditions, the order approving a CPG for the net-metering system, or this Rule; or

(e) Other good cause as determined by the Commission in its discretion.

(C) If, assuming the allegations in the complaint are true, the Commission determines that there is no probability of a violation of any CPG condition, Commission order, or any applicable law, the Commission will dismiss the complaint and inform the complainant and CPG holder of such dismissal.

History: Effective March 1, 2001; revised July, 2003; revised November 1, 2007; revised April 15, 2009; revised January 27, 2014; revised July 1, 2017; revised March 1, 2024.

State of Vermont
Utilities & Permits Unit
One National Life Drive
Montpelier VT 05633-5001
www aot.state vt.us

[phone] 802 828 2653
[fax] 802-828 5742
[ttd] 800 253-0191

Agency of Transportation

May 30, 2007

Paul E Percy
29 Percy Hill Road
Stowe, VT 05672

Subject Stowe, VT100, L S 0355+34 RT

Dear Mr Percy

Your application for a permit to work within the State highway right-of-way to remove trees and grade slope for improvement of sight distance to the south, and upgrade drive in accordance with detail "C" of B-71 Standards, at the location indicated, has been processed by this office and is enclosed

Please contact the District Transportation Office #6, to discuss the permit conditions and to arrange for their timely inspection of the work The telephone number in Berlin is (802) 828-2691

Sincerely,

Del Thompson
Project Supervisor
Utilities & Permits Unit

Enclosures

cc District Transportation Office #6

PERMIT ID# 32208

FOR AGENCY USE ONLY

Town STOWE
Route VT 100
Mile Marker 6.23 RT
Log Station 355+34 RT

VERMONT AGENCY OF TRANSPORTATION

19 V S A § 1111 PERMIT APPLICATION

Applicant to Complete

Owner s/Applicant s Name Address & Phone No Paul E Percy 371-7990
29 Percy Hill Rd Stowe, VT 05672

Co Applicant s Name Address & Phone No (if different from above) N/A

The location of work (town highway route, distance to nearest mile marker or intersection & which side)
Rt 100 Elizabeths Lane at Stowe-Morrisville Line

Description of work to be performed in the highway right-of-way (attach sketch)
Need Permit for Existing Rd (Elizabeths Lane)

Property Deed Reference Book 72 Page 14-15 (only required for Permit Application for access)

Is a Zoning Permit required? Yes ☐ No ☒ - If Yes #
Is a 30 VSA § 248 permit required? Yes ☐ No ☒ - If Yes #
Is an Act 250 permit required? Yes ☐ No ☒ - If Yes #
Other permit(s) required? Yes ☐ No ☒ - If Yes name and # of each
Date applicant expects work to begin ______ 20 __
Owner/Applicant PAUL E Percy Position Title owner
(Print name above)

Sign in Shaded area	Paul E Percy	Date	4-28-07

Co-Applicant ______ Position Title ______
(Print name above)

Sign in Shaded area		Date	

INSTRUCTIONS -Contact the Agency of Transportation Utilities and Permits Unit (802 828 2653) or your local area Agency Transportation Maintenance District to determine your issuing authority
-Contact the issuing authority to determine what plans and other documents are required to be submitted with your 19 VSA § 1111 permit application
-Complete this TA 210 Form (some information may not apply to you) and attach all necessary documents and submit it to the issuing authority We require this application to be signed by the property owner or their legally authorized representative Original signatures are required
-The Owner/Applicant and Co-Applicant (if applicable) declares under the pains and penalty of perjury that all information provided on this form and submitted attachments are to the best of their knowledge true and complete
If you have any questions contact the issuing authority

PERMIT APPROVAL

This covers only the work described below Permission is granted to work within the state highway right-of-way to remove trees and grade slope, improve sight distance to the south, and upgrade drive, in accordance with the agency standard details, and permit special conditions

The work is subject to the restrictions and conditions on the reverse page plus the Special Conditions stated on the attached page(s)

Date work is to be completed November 1, 2007

Date work accepted ______

By [signature] Issued Date May 30, 2007
Authorized Representative for Secretary of Transportation

By ______
DTA or Designee

NOTICE This permit covers only the Vermont Agency of Transportation s jurisdiction over this highway under Title 19 Section 1111 VSA It does not release the petitioner from the requirements of any other statutes ordinances rules or regulations

No work shall be done under this permit until the owner/applicant has contacted the District Transportation Office at

District #6, (802) 828-2691, 186 Industrial Lane Road,- Berlin, Barre, VT 05641

TA 210 January 1 2007 (All previously dated editions are not valid)

RESTRICTIONS AND CONDITIONS

APR 24 2007

DEFINITIONS

"Agency means the Vermont Agency of Transportation
Engineer" means the authorized agent of the Secretary of Transportation
Owner/Applicant means the party(s) to whom the permit is to be issued
Co-Applicant" means the party who performs the work if other than Owner/Applicant
Permit Holder' means the party who currently owns the lands abutting the highway that are the subject of the permit

GENERAL

By accepting this permit, or doing any work hereunder, the Owner/Applicant agrees to comply with all of the conditions and restrictions and any imposed special conditions If the Owner/Applicant is aggrieved by the restrictions and conditions or special conditions of the permit, they shall submit a written request for consideration to the Engineer prior to starting any work No work will be authorized by the Agency, or performed under the permit, until the dispute is fully resolved

Act No 86 of 1987 (30 VSA Chapter 86) ("Dig Safe) requires that notice be given prior to making an excavation It is suggested that the Permit Holder or his/her contractor telephone 1-888-344-7233 at least 48 hours before and not more than 30 days before beginning any excavation at any location

The Permit Holder is to have a supervisory representative present any time work is being done in or on the State Highway right-of-way A copy of this permit and Special Conditions must be in the possession of the individual performing this work for the Permit Holder

Except with the specific written permission of the District Transportation Administrator all work in the State highway right-of-way shall be performed during normal daylight hours and shall cease on Sunday on all holidays (which shall include the day before and the day following) during or after severe storms and between December 1 and April 15 These limitations will not apply for the purposes of maintenance emergency repairs or proper protections of the work which includes but not limited to the curing of concrete and the repairing and servicing of equipment.

The Owner/Applicant shall be responsible for all damages to persons or property resulting from any work done under this permit even if the Applicant s Contractor performs the work All references to the Owner/Applicant also pertain to the Co-Applicant.

The Owner/Applicant must comply with all federal and state statutes or regulations and all local ordinances controlling occupancy of public highways In the event of a conflict the more restrictive provision shall apply

The Owner/Applicant must in every case where there is a possibility of injury to persons or property from blasting use blasting mats and bags of sand if necessary to prevent the stone from scattering All existing utility facilities shall be protected from damage or injury

The Owner/Applicant shall erect and maintain barriers needed to protect the traveling public The barriers shall be properly lighted at night

The Owner/Applicant shall not do any work or place any obstacles within the state highway right-of-way except as authorized by this permit

The Owner/Applicant may pay the entire cost of the salary subsistence and traveling expenses of any inspector appointed by the Engineer to supervise such work

The Engineer may modify or revoke the permit at any time for safety-related reasons without rendering the Agency or the State of Vermont liable in any way

In addition to any other enforcement powers that may be provided for by the law the Engineer may suspend this permit until compliance is obtained If there is continued use or activity after suspension the Engineer may physically close the work area and take corrective action to protect the safety of the highway users

The Permit Holder shall be responsible to rebuild repair restore and make good all injuries or damage to any portion of the highway right-of-way that has been brought about by the execution of the permitted work for a minimum period of eighteen (18) months after final inspection by the District.

Any variance from approved plans is to be recorded on as-builts with copies provided to both the Chief of Utilities and Permits and the District Transportation Administrator

ACCESS

This permit (if for access) does not become effective until the owner/applicant records in the office of the appropriate municipal clerk the attached Notice of Permit Action'

As development occurs on land abutting the highways the Agency may revoke a permit for access and require the construction of other access improvements such as the combination of access points by adjoining owners

Under Title 19 Section 1111 Vermont Statutes Annotated no deed purporting to subdivide land abutting a state highway can be recorded unless all the abutting lots so created are in accordance with the standards of Section 1111

The Permit Holder acknowledges and agrees that neither this permit nor any prior pattern of use creates an ownership interest or other form of right in a particular configuration or number of accesses to or through the highway right-of-way and that the right of access consists merely of a right to reasonable access the general system of streets and is not a right to the most convenient access or any specific configuration of access

DRAINAGE

The Owner/Applicant shall install catch basins and outlets as may be necessary in the opinion of the Engineer to preclude interference with the drainage of the state highway

UTILITY WORK, CUTTING AND TRIMMING TREES

The Owner/Applicant shall obtain the written consent of the adjoining owners or occupants or in the alternative an order from the State Transportation Board in accordance with Title 30 Section 2506 Vermont Statutes Annotated regarding cutting of or injury to trees

In general all utilities shall be located adjacent to the highway right-of-way boundary line and shall be installed without damaging the highway or the highway right-of-way No pole push-brace guy wire or other aboveground facilities shall be placed closer than 10 feet to the edge of traveled way If the proposed utility facilities are in conflict with the above each location is subject to the approval of the Engineer

Poles and appurtenances shall be located out of conflict with ditches and culverts

Where the cutting or trimming of trees is authorized by permit all debris resulting from such cutting and trimming shall be removed from the highway right-of-way

Open cut excavation for highway crossings is NOT the option of the Applicant and may be utilized only where attempted jacking drilling or tunneling methods fail or are impractical The Owner/Applicant shall obtain an appropriate modification of the highway permit from the Engineer before making an open cut

JOINT PERMITS

A joint permit application is required when more than one party will be involved with the construction maintenance, and/or operation of the facility being constructed under this permit Examples include but are not limited to joint ownership or occupancy of a utility pole line and construction of a municipal utility line by a contractor Both utility companies and in the second case the municipality and the contractor must be joint applicants

SPECIAL CONDITIONS

This permit is granted subject to the restrictions and conditions on the back of the permit, with particular attention given to the Special Conditions listed below This permit pertains only to the authority exercised by the Agency of Transportation under Vermont Statutes Annotated, Title 19, Section 1111, and does not relieve the Permit Holder from the requirements of otherwise applicable statutes, rules regulations or ordinances (*e g*, Act 250, zoning, etc)

All work shall be accomplished in accordance with detail C and the profile and notes of standard drawing B-71, copy attached

A preconstruction meeting to discuss work to be completed must be held prior to the Permit Holder's employees or contractor beginning work The Permit Holder is required to notify the District Transportation Administrator five (5) working days in advance of such meeting

Roadway shoulder areas must be maintained free of unnecessary obstructions, including parked vehicles, at all times while work is being performed under this permit

All grading within the highway right-of-way associated with the proposed construction shall be subject to inspection and approval by the District Transportation Administrator or their staff

In areas to be grass covered, the turf shall be restored by preparing the area and applying the necessary topsoil, limestone, fertilizer, seed, and mulch all to the satisfaction of the District Transportation Administrator

Upon completion of the work the Permit Holder shall be responsible to schedule and hold a final inspection The Permit Holder is required to notify the District Transportation Administrator five (5) working days in advance of such inspection

The Permit Holder shall be responsible for all damages to persons and/or property due to or resulting from any work allowed under this permit The Permit Holder shall defend, indemnify and save harmless the State, the Agency, and all of their officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property, including all costs or expenses to defend against such suits, actions or claims

Before starting any work within the State highway right-of-way, the Permit Holder must provide certificates of insurance to show that the following minimum coverages are in effect It is the responsibility of the Permit Holder to maintain current certificates of insurance on file with the State until final inspection and acceptance of the work by the State's representative

Workers Compensation With respect to all work within the State highway right-of-way by the Permit Holder or a contractor or other entity for the Permit Holder, the Permit Holder or other entity performing the work shall carry workers' compensation insurance for all workers performing the work in accordance with the laws of the State of Vermont

General Liability and Property Damage With respect to all work within the State highway right-of-way, the entity performing the work shall carry general liability insurance having all major divisions of coverage including but not limited to

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than

$1,000 000 Per Occurrence
$1,000,000 General Aggregate
$1,000 000 Products/Completed Products Aggregate
$ 50 000 Fire Legal Liability

Automotive Liability An entity performing work within the State highway right-of-way shall carry automotive liability insurance covering all owned, non-owned and hired vehicles used to perform work within the State highway right-of-way Limits of coverage shall not be less than $1 000,000 Combined Single Limit

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Permit Holder for the Permit Holder's operations or the entity performing the work for the entity's operations These are solely minimums that have been set to protect the interests of the State

This permit does not become effective until the Owner/Applicant records, in the office of the appropriate municipal clerk, the attached "Notice of Permit Action

The access must be constructed in such a manner as to prevent water from flowing onto the state highway If the access is not constructed satisfactorily, the District Transportation Administrator can order reconstruction of the access at the Owner's expense

This access will serve as the only access to this property and to any future subdivisions of this property unless approved otherwise by the Vermont Agency of Transportation The Permit Holder is required to allow a connection between the access and adjoining properties (in the future) that will result in a combination of accesses to serve more than one property or lot By issuance of this permit, all previous permits for access to this property are revoked

Curbing or other suitable physical barriers must be installed to control ingress and egress of vehicles to the approved access only

The Permit Holder is responsible for access maintenance (beyond the edge of paved shoulder) "Access maintenance" will include, but not be limited to, the surface of the access, the replacement of the culvert as necessary, the trimming of vegetation, and the removal of snow banks to provide corner sight distance

In conformance with Title 19 VSA § 1111(f), this access may be eliminated in the future where development has burdened the highway system to such an extent that a frontage road or other access improvements (which may serve more than one property or lot) must be constructed to alleviate this burden The expense of the frontage road or other access improvements shall be borne by the Permit Holder, his/her successors or assigns of the properties abutting said frontage road or served by the access The Agency of Transportation shall determine the need of a frontage road or other improvements based upon and justified by standard Agency procedures

The access (drive) will be paved from the edge of paved shoulder to the highway right-of-way (The District Transportation Administrator may waive this requirement)

In the event of the Permit Holder's failure to complete all the work, approved under this permit by the "work completion date " the Agency of Transportation in addition to any other enforcement powers that may be provided for by law may suspend this permit until compliance is obtained If there is continued use or activity after suspension the agency, may physically close the driveway or access point if, in the opinion of the Agency, that safety of highways users is or may be affected

It is incumbent upon the Permit Holder to verify the appropriate safety measures needed, prior to construction, so proper devices and/or personnel are available when and as needed Traffic control devices, shall be in conformance with the MUTCD (Manual on Uniform Traffic Control Devices) Agency of Transportation Standards and any additional traffic control deemed necessary by the District Transportation Administrator Failure to utilize proper measures shall be considered sufficient grounds for the District Transportation Administrator to order cessation of the work immediately

Construction will be performed in such a way as to minimize conflicts with normal highway traffic When two-way traffic cannot be maintained, a sign package that conforms to the MUTCD or VAOT Standards, and trained Flaggers shall be provided The District Transportation Administrator may require a similar sign package with trained Flaggers whenever it is deemed necessary for the protection of the traveling public In addition, the District Transportation Administrator may require the presence of Uniform Traffic Officers (UTOs), moreover, the presence of UTOs shall not excuse the Permit Holder from its obligation to provide the sign package and Flaggers

TOWN OF MORRISTOWN/VILLAGE OF MORRISVILLE
SUBDIVISION PERMIT APPLICATION

Tax Map Number: 16099-09 Permit Number: ______

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

All questions **Must** be completed in full or application will be **Denied**, Please print or type information

Subdivision Name: Elizabeth Lane

E-911 Property Address: 0 Elizabeths Lane

Property Owner: Dale E Percy, Inc.

Mailing Address: 269 Weeks Hill Road, Stowe, VT, 05672

Applicant (if different than owner): N/A

Mailing Address: N/A

Telephone: Work: (802) 249-1796 Home: ______ Email: matt@dalepercyinc.com

Engineer of Plan: Tyler Mumley, Mumley Engineering, Inc.

Mailing Address: PO Box 68, Morrisville VT 05661

Telephone: 802-851-8882 Email: tyler@mumleyin.com Zoning District: RRA

Total Acreage: 11.88 Number of Lots: ______ Acreage per Lot: 18 = 0.50 19 = 0.68

20 = 0.66 21 = 0.82 22 = 0.93 23 = 20.77 9 = 7.02 14 = 1.39 23 = 25.11

Road Frontage: N/A Length of Internal Road: N/A

Act 250 Applied For: Y/N (N circled) State Subdivision Applied For: Y/N (Y circled) Easements/Rights-of-Way: Y/N (Y circled)

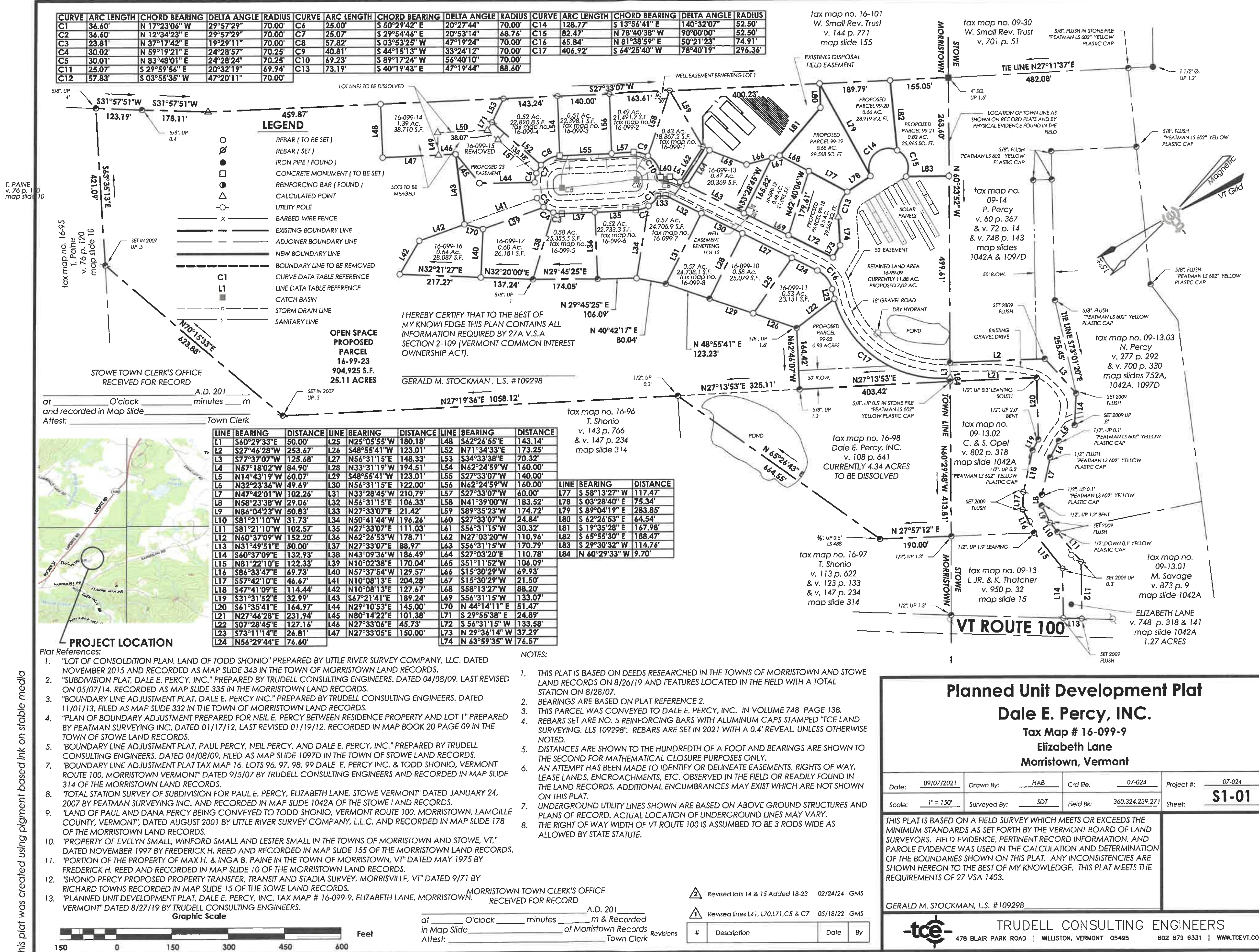
Are They Shown on Plat: Y/N (Y circled) PUD: Y/N (N circled) Number of Units: ______ Erosion Plan: Y/N (Y circled)

Description of Project:

Subdivide ±32.65-acre parcel 16099-9 into 6 new parcels: 16099-18 (0.50 ac), 16099-19 (0.68-ac), 16099-20 (0.66-ac), 16099-21 (0.82-ac), 16099-22 (0.93 ac), and 16099-23 (Open Space). 16099-09 becomes ±7.02 acres. Merge Parcel 16098 (4.34 ac) into new Parcel 16099-23 for 25.11 acres of Open Space. Parcel 16099-15 merges into 16099-14 to become 1.39 acres.

The undersigned hereby requests a hearing for the proposed subdivision described above. Any permit issued as a result of this application shall be null and void in the event of misrepresentation or failure to file a survey plat of the subdivision within 180 days of approval.

Matthew Percy Digitally signed by Matthew Percy Date: 2025.03.05 08:53:01 -05'00'	Matthew Percy Digitally signed by Matthew Percy Date: 2025.03.05 08:53:25 -05'00'	03/05/2025
Signature of Owner	Signature of Applicant	Date Submitted



CURVE	ARC LENGTH	CHORD BEARING	DELTA ANGLE	RADIUS
C1	36.60'	N 17°23'06" W	29°57'29"	70.00'
C2	36.60'	N 12°34'23" E	29°57'29"	70.00'
C3	23.81'	N 37°17'42" E	19°29'11"	70.00'
C4	30.02'	N 59°19'21" E	24°28'57"	70.25'
C5	30.01'	N 83°48'01" E	24°28'24"	70.25'
C11	25.07'	S 29°59'56" E	20°32'19"	69.94'
C12	57.83'	S 03°55'35" W	47°20'11"	70.00'
C6	25.00'	S 50°29'42" E	20°27'44"	70.00'
C7	25.07'	S 29°54'46" E	20°53'14"	68.76'
C8	57.82'	S 03°53'25" W	47°19'24"	70.00'
C9	40.81'	S 44°15'13" W	33°24'12"	70.00'
C10	69.23'	S 89°17'24" W	56°40'10"	70.00'
C13	73.19'	S 40°19'43" E	47°19'44"	88.60'
C14	128.77'	S 13°56'41" E	140°32'07"	52.50'
C15	82.47'	N 78°40'38" W	90°00'00"	52.50'
C16	65.84'	N 81°38'59" E	50°21'23"	74.91'
C17	406.92'	S 64°25'40" W	78°40'19"	296.36'

LINE	BEARING	DISTANCE
L1	S60°29'33"E	50.00'
L2	S27°46'28"W	253.67'
L3	S77°37'07"W	125.68'
L4	N57°18'02"W	84.90'
L5	N14°43'19"W	60.07'
L6	N32°23'36"W	49.69'
L7	N47°42'01"W	102.26'
L8	N58°23'38"W	29.06'
L9	N86°04'23"W	50.83'
L10	S81°21'10"W	31.73'
L11	S81°21'10"W	102.57'
L12	N60°37'09"W	152.20'
L13	N31°49'51"E	50.00'
L14	S60°37'09"E	132.93'
L15	N81°22'10"E	122.33'
L16	S86°33'47"E	69.73'
L17	S57°42'10"E	46.67'
L18	S47°41'09"E	114.44'
L19	S31°31'52"E	32.99'
L20	S61°35'41"E	164.97'
L21	N27°46'28"E	231.94'
L22	S07°28'45"E	127.16'
L23	S73°11'14"E	26.81'
L24	N56°29'44"E	76.60'
L25	N25°05'55"W	180.18'
L26	S48°55'41"W	123.01'
L27	N56°31'15"E	148.33'
L28	N33°31'19"W	194.51'
L29	S48°55'41"W	123.01'
L30	N56°31'15"E	122.00'
L31	N33°28'45"W	210.79'
L32	N56°31'15"E	106.33'
L33	N27°33'07"E	21.42'
L34	N50°41'44"W	196.26'
L35	N27°33'07"E	111.03'
L36	N62°26'53"W	178.71'
L37	N27°33'07"E	88.97'
L38	N43°09'36"W	186.49'
L39	N10°02'38"E	170.04'
L40	N57°37'54"W	129.57'
L41	N10°08'13"E	204.28'
L42	N10°08'13"E	127.67'
L43	S67°21'41"E	189.24'
L44	N29°10'53"E	145.00'
L45	N80°14'22"E	101.38'
L46	N27°33'06"E	45.73'
L47	N27°33'05"E	150.00'
L48	S62°26'55"E	143.14'
L52	N71°34'33"E	173.25'
L53	S34°33'38"E	70.32'
L54	N62°24'59"W	160.00'
L55	S27°33'07"W	140.00'
L56	N62°24'59"W	160.00'
L57	S27°33'07"W	60.00'
L58	N41°39'00"W	183.52'
L59	S89°35'23"W	174.72'
L60	S27°33'07"W	24.84'
L61	S56°31'15"W	30.32'
L62	N27°03'20"W	110.96'
L63	S56°31'15"W	170.79'
L64	S27°03'20"E	110.78'
L65	S51°11'52"W	106.09'
L66	S15°30'29"W	69.93'
L67	S15°30'29"W	21.50'
L68	S58°13'27"W	88.20'
L69	S56°31'15"W	133.07'
L70	N 44°14'11" E	51.47'
L71	S 29°55'38" E	24.89'
L72	S 56°31'15" W	133.58'
L73	N 29°36'14" W	37.29'
L74	N 63°59'35" W	76.57'
L77	S 58°13'27" W	117.47'
L78	S 03°28'40" E	75.34'
L79	S 89°04'19" E	283.85'
L80	S 62°26'53" E	64.54'
L81	S 19°35'28" E	167.98'
L82	S 65°55'30" E	188.47'
L83	S 29°30'32" W	114.76'
L84	N 60°29'33" W	9.70'

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAN CONTAINS ALL INFORMATION REQUIRED BY 27A V.S.A SECTION 2-109 (VERMONT COMMON INTEREST OWNERSHIP ACT).

GERALD M. STOCKMAN , L.S. #109298

STOWE TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
______ A.D. 201______
at ______ O'clock ______ minutes ____ m
and recorded in Map Slide______
Attest: ______ Town Clerk

Plat References:

1. "LOT OF CONSOLDITION PLAN, LAND OF TODD SHONIO" PREPARED BY LITTLE RIVER SURVEY COMPANY, LLC. DATED NOVEMBER 2015 AND RECORDED AS MAP SLIDE 343 IN THE TOWN OF MORRISTOWN LAND RECORDS.
2. "SUBDIVISION PLAT, DALE E. PERCY, INC." PREPARED BY TRUDELL CONSULTING ENGINEERS. DATED 04/08/09, LAST REVISED ON 05/07/14. RECORDED AS MAP SLIDE 335 IN THE MORRISTOWN LAND RECORDS.
3. "BOUNDARY LINE ADJUSTMENT PLAT, DALE E. PERCY INC." PREPARED BY TRUDELL CONSULTING ENGINEERS. DATED 11/01/13. FILED AS MAP SLIDE 332 IN THE TOWN OF MORRISTOWN LAND RECORDS.
4. "PLAN OF BOUNDARY ADJUSTMENT PREPARED FOR NEIL E. PERCY BETWEEN RESIDENCE PROPERTY AND LOT 1" PREPARED BY PEATMAN SURVEYING INC. DATED 01/17/12, LAST REVISED 01/19/12. RECORDED IN MAP BOOK 20 PAGE 09 IN THE TOWN OF STOWE LAND RECORDS.
5. "BOUNDARY LINE ADJUSTMENT PLAT, PAUL PERCY, NEIL PERCY, AND DALE E. PERCY, INC." PREPARED BY TRUDELL CONSULTING ENGINEERS. DATED 04/08/09, FILED AS MAP SLIDE 1097D IN THE TOWN OF STOWE LAND RECORDS.
7. "BOUNDARY LINE ADJUSTMENT PLAT TAX MAP 16, LOTS 96, 97, 98, 99 DALE E. PERCY INC. & TODD SHONIO, VERMONT ROUTE 100, MORRISTOWN VERMONT" DATED 9/5/07 BY TRUDELL CONSULTING ENGINEERS AND RECORDED IN MAP SLIDE 314 OF THE MORRISTOWN LAND RECORDS.
8. "TOTAL STATION SURVEY OF SUBDIVISION FOR PAUL E. PERCY, ELIZABETH LANE, STOWE VERMONT" DATED JANUARY 24, 2007 BY PEATMAN SURVEYING INC. AND RECORDED IN MAP SLIDE 1042A OF THE STOWE LAND RECORDS.
9. "LAND OF PAUL AND DANA PERCY BEING CONVEYED TO TODD SHONIO, VERMONT ROUTE 100, MORRISTOWN, LAMOILLE COUNTY, VERMONT", DATED AUGUST 2001 BY LITTLE RIVER SURVEY COMPANY, L.L.C. AND RECORDED IN MAP SLIDE 178 OF THE MORRISTOWN LAND RECORDS.
10. "PROPERTY OF EVELYN SMALL, WINFORD SMALL AND LESTER SMALL IN THE TOWNS OF MORRISTOWN AND STOWE, VT." DATED NOVEMBER 1997 BY FREDERICK H. REED AND RECORDED IN MAP SLIDE 155 OF THE MORRISTOWN LAND RECORDS.
11. "PORTION OF THE PROPERTY OF MAX H. & INGA B. PAINE IN THE TOWN OF MORRISTOWN, VT" DATED MAY 1975 BY FREDERICK H. REED AND RECORDED IN MAP SLIDE 10 OF THE MORRISTOWN LAND RECORDS.
12. "SHONIO-PERCY PROPOSED PROPERTY TRANSFER, TRANSIT AND STADIA SURVEY, MORRISVILLE, VT" DATED 9/71 BY RICHARD TOWNS RECORDED IN MAP SLIDE 15 OF THE SOWE LAND RECORDS.
13. "PLANNED UNIT DEVELOPMENT PLAT, DALE E. PERCY, INC. TAX MAP # 16-099-9, ELIZABETH LANE, MORRISTOWN, VERMONT" DATED 8/27/19 BY TRUDELL CONSULTING ENGINEERS.

Graphic Scale
150 0 150 300 450 600 Feet

NOTES:

1. THIS PLAT IS BASED ON DEEDS RESEARCHED IN THE TOWNS OF MORRISTOWN AND STOWE LAND RECORDS ON 8/26/19 AND FEATURES LOCATED IN THE FIELD WITH A TOTAL STATION ON 8/28/07.
2. BEARINGS ARE BASED ON PLAT REFERENCE 2.
3. THIS PARCEL WAS CONVEYED TO DALE E. PERCY, INC. IN VOLUME 748 PAGE 138.
4. REBARS SET ARE NO. 5 REINFORCING BARS WITH ALUMINUM CAPS STAMPED "TCE LAND SURVEYING, LLS 109298". REBARS ARE SET IN 2021 WITH A 0.4' REVEAL, UNLESS OTHERWISE NOTED.
5. DISTANCES ARE SHOWN TO THE HUNDREDTH OF A FOOT AND BEARINGS ARE SHOWN TO THE SECOND FOR MATHEMATICAL CLOSURE PURPOSES ONLY.
6. AN ATTEMPT HAS BEEN MADE TO IDENTIFY OR DELINEATE EASEMENTS, RIGHTS OF WAY, LEASE LANDS, ENCROACHMENTS, ETC. OBSERVED IN THE FIELD OR READILY FOUND IN THE LAND RECORDS. ADDITIONAL ENCUMBRANCES MAY EXIST WHICH ARE NOT SHOWN ON THIS PLAT.
7. UNDERGROUND UTILITY LINES SHOWN ARE BASED ON ABOVE GROUND STRUCTURES AND PLANS OF RECORD. ACTUAL LOCATION OF UNDERGROUND LINES MAY VARY.
8. THE RIGHT OF WAY WIDTH OF VT ROUTE 100 IS ASSUMED TO BE 3 RODS WIDE AS ALLOWED BY STATE STATUTE.

MORRISTOWN TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
______ A.D. 201______
at ______ O'clock ______ minutes ______ m & Recorded in Map Slide______ of Morristown Records
Attest: ______ Town Clerk

Revisions

#	Description	Date	By
2	Revised lots 14 & 15 Added 18-23	02/24/24	GMS
1	Revised lines L41, L70,L71,C5 & C7	05/18/22	GMS

Planned Unit Development Plat
Dale E. Percy, INC.
Tax Map # 16-099-9
Elizabeth Lane
Morristown, Vermont

Date: 09/07/2021	Drawn By: HAB	Crd file: 07-024	Project #: 07-024
Scale: 1" = 150'	Surveyed By: SDT	Field Bk: 360,324,239,271	Sheet: **S1-01**

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 EVIDENCE, PERTINENT RECORD INFORMATION, AND PAROLE EVIDENCE 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.

GERALD M. STOCKMAN, L.S. #109298

TRUDELL CONSULTING ENGINEERS
478 BLAIR PARK ROAD | WILLISTON, VERMONT 05495 802 879 6331 | WWW.TCEVT.COM

This plat was created using pigment based ink on stable media

MUMLEY
ENGINEERING, INC.

Civil Engineers • Land Use Planners

June 13, 2025

Gary Nolan, DRB Chair
Town of Morristown
43 Portland Street
Morrisville VT 05661

Subject: Continuation of Public Hearing on Application #2025-041 Project 24092
Request For Supplemental Information
Percy Tinker Subdivision
Elizabeths Lane, Morristown, Vermont

Dear Mr. Nolan,

We received your letter dated June 12, 2025 with request for supplemental information regarding application #2025-041 for Phase 3 of the Tinker Subdivision at Elizabeths Lane by Dale E. Percy, Inc.

The requests are copied below in *italic*, and we offer the following responses in blue, including associated attached documents as referenced:

1. *A project narrative confirming that Phase 3 is the final phase per Bylaw Section 510 (l).*
   i. Phase 3 will be the final phase of this project.
2. *More information on the role of the HOA in the following: Solar array decommissioning, Fire pond maintenance, Stormwater maintenance.*
   i. The HOA will be responsible for the future on-going maintenance of the Fire Pond and the shared stormwater infrastructure.
   ii. The HOA will take full ownership when more than 50% of the lots are sold by Dale E. Percy, Inc. (so, basically after 11 lots are sold).
   iii. The solar panels are owned by a private third party that leases the land. At such time that the lease is ended or the productive life of the solar panels is ended, the private third party will decommission the panels. At such time, the land will simply be part of "Lot 9", owned and maintained by the HOA, and remain undeveloped.
3. *Existing recorded HOA documents which will require DRB review. Amendment to those documents may be required for Phase 3 approval.*
   i. Attached are the recorded HOA documents for this development.
4. *A plan to protect required open spaces.*
   i. The project includes a proposed 25.11-acre "Open Space" lot (proposed Parcel #16099-23). This Open Space will be protected as is own parcel, as described in the HOA Declaration.

   ii. The HOA will own the Open Space land and be responsible for its maintenance and protection, as included in the Declaration.

5. *A plan to protect existing Vermont Association of Snow Travelers ("VAST") trail connections with the following information: Written confirmation of how the existing snowmobile trail relocation would be completed, map of the proposed relocation, consent of those impacted landowners.*
   i. Copied below is an image from the VAST Trail Map site showing the 2024-2025 trails. As you can see, the existing trail crosses just a small portion of the southwest corner of the subject parcel.
   ii. The land to the south is currently going through permitting and development for residential use and the VAST trail will need to be relocated off this property as well.
   iii. It is expected that the future path of the trail will move to the east and enter into the Small property sooner at its south end.
   iv. The landowner will work with VAST in a friendly and cooperative manner as needed and commits to providing continued safe access.

6. *A plan for the construction of proposed trails*
   i. A proposed trail has been added to the site that connects from the beginning of Elizabeths Lane at the entrance of the subdivision to around the lots to the rear of the Elizabeths Lane at the north end of the round-a-bout, which will provide connectivity to the Open Space.
   ii. This trail will be constructed as a simple low-impact low-maintenance walking trail through the woods and meadowland areas.

7. *A plan to connect these proposed trails to existing trails.*
   i. There are not currently any existing trails.

8. *A plan for the delineation of open space limits (boulders or fencing).*
   i. The Open Space will be delineated with boulders. They will be 2' – 3' in diameter and spaced every 20' – 30' in length.

9. *Provide a plan to link homes to open space with at least 50% of the home lots connected by walkway, per Section 510, #6 (n). A site plan is required to show compliance with this section.*
   i. There are 20 residential lots proposed (total / final) for this project.
   ii. The Open Space abuts 10 of the parcels, including (from north to south) lots 14, 16, 17, 5, 6, 7, 8, 10, 11, and 22, and they can access the Open Space directly from their property.
   iii. The remaining lots can utilize the roadway right-of-way to access the connecting trails to the Open Space.

10. *Written confirmation from the Morristown Fire Chief that the project has been designed to ensure fire protection to serve the project as noted in Section 840.8.*
   i. Attached is a confirmation email from the Morristown Fire Chief

11. *Copy of the State 1 1 1 1 permit for Elizabeth Lane to access VT 100 in Stowe.*
   i. Attached.

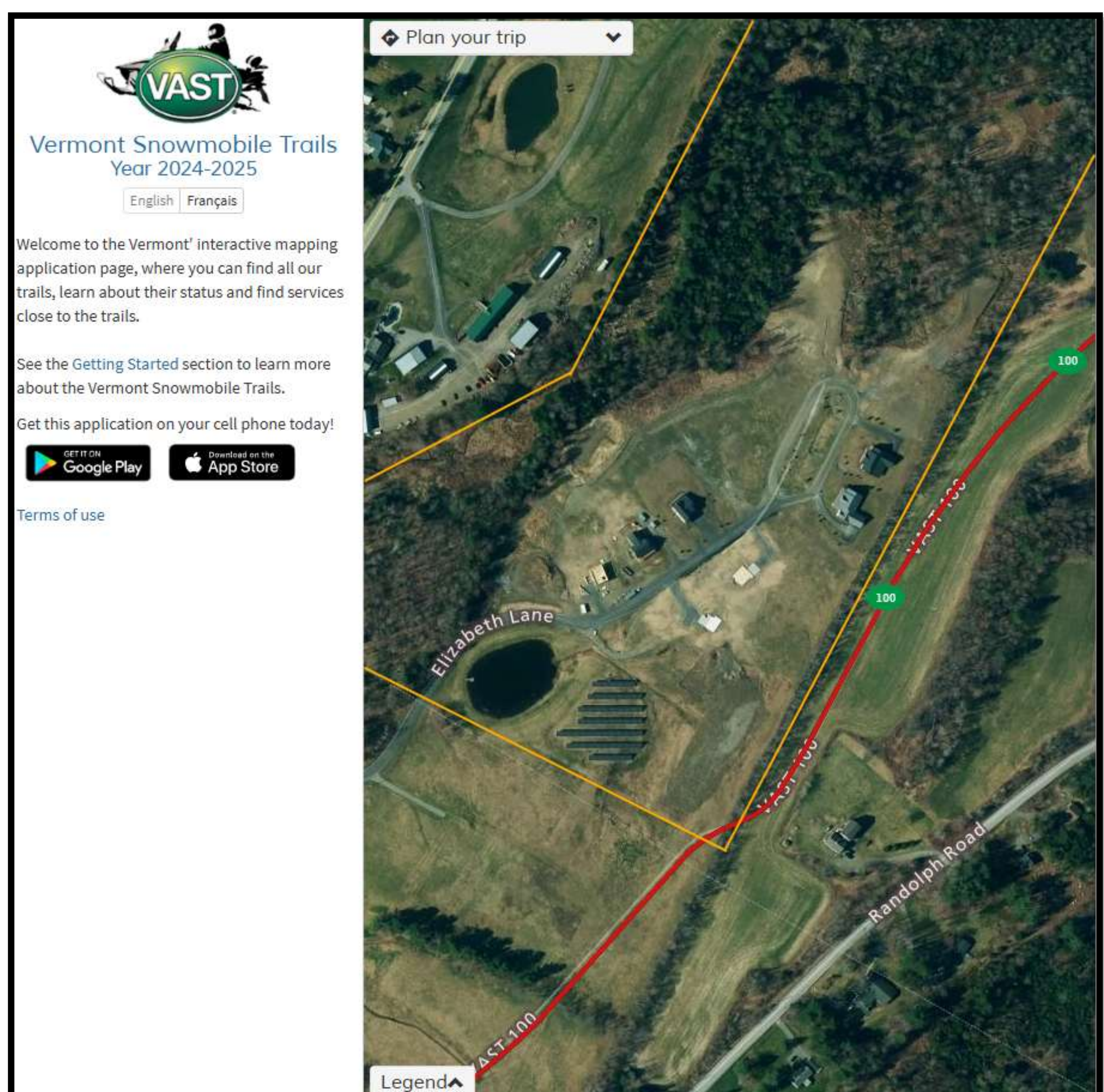
12. *A wetland delineation that is less than 5 years old, delineated by a wetland biologist or certified consultant per the 2023 Vermont Wetland Rules. See Bylaw Section 340.*
    i. The property has been delineated for existing wetlands by Arrowwood Environmental on June 4th, 2025. The wetland map is attached. This wetland delineation has also been added to the proposed Site Plan by Mumley Engineering, Inc. and attached.
13. *Written confirmation from the Vermont Public Utilities Commission that the solar array structures may be located at zero setback to a road right-of-way boundary, or confirmation from the PUC as to the minimum setback distance if one is required.*
    i. Attached is Rule 5.100 of the Vermont Public Utility Commission regarding construction and operation of net-metering systems.
    ii. Section 5.113(2)(b) on page 27 requires a 25' setback from property lines.
    iii. There is no rule for setbacks from a private roadway.

Please do not hesitate to contact me if you have any comments or questions.

Sincerely,
Tyler Mumley, P.E.

Mumley Engineering, Inc.
tyler@mumleyinc.com
802-881-6314

Attached:
- Tinker Subdivision HOA Declaration
- Wetland Delineation by Arrowwood Environmental, dated June 9, 2025
- Proposed Site Plan, by Mumley Engineering, Inc., including:
  - Proposed open space trail
  - Proposed open space delineation
  - Recently delineated existing wetland area
- Email from Fire Chief
- VTrans permit for Elizabeths Lane
- Rule 5.100 from Vermont Public Utilities Commission


VAST
Vermont Snowmobile Trails
Year 2024-2025
English
Français
Welcome to the Vermont' interactive mapping application page, where you can find all our trails, learn about their status and find services close to the trails.
See the Getting Started section to learn more about the Vermont Snowmobile Trails.
Get this application on your cell phone today!
GET IT ON Google Play
Download on the App Store
Terms of use
Plan your trip
Elizabeth Lane
Randolph Road
100
100
VAST 100
VAST 100
VAST 100
Legend

SITE PLAN
DALE E. PERCY, INC.
ELEIZABETH LANE
MORRISTOWN, VERMONT

MUMLEY
ENGINEERING, INC.
46 HUTCHINS STREET
MORRISVILLE, VT 05661
WWW.MUMLEYENGINEERING.COM

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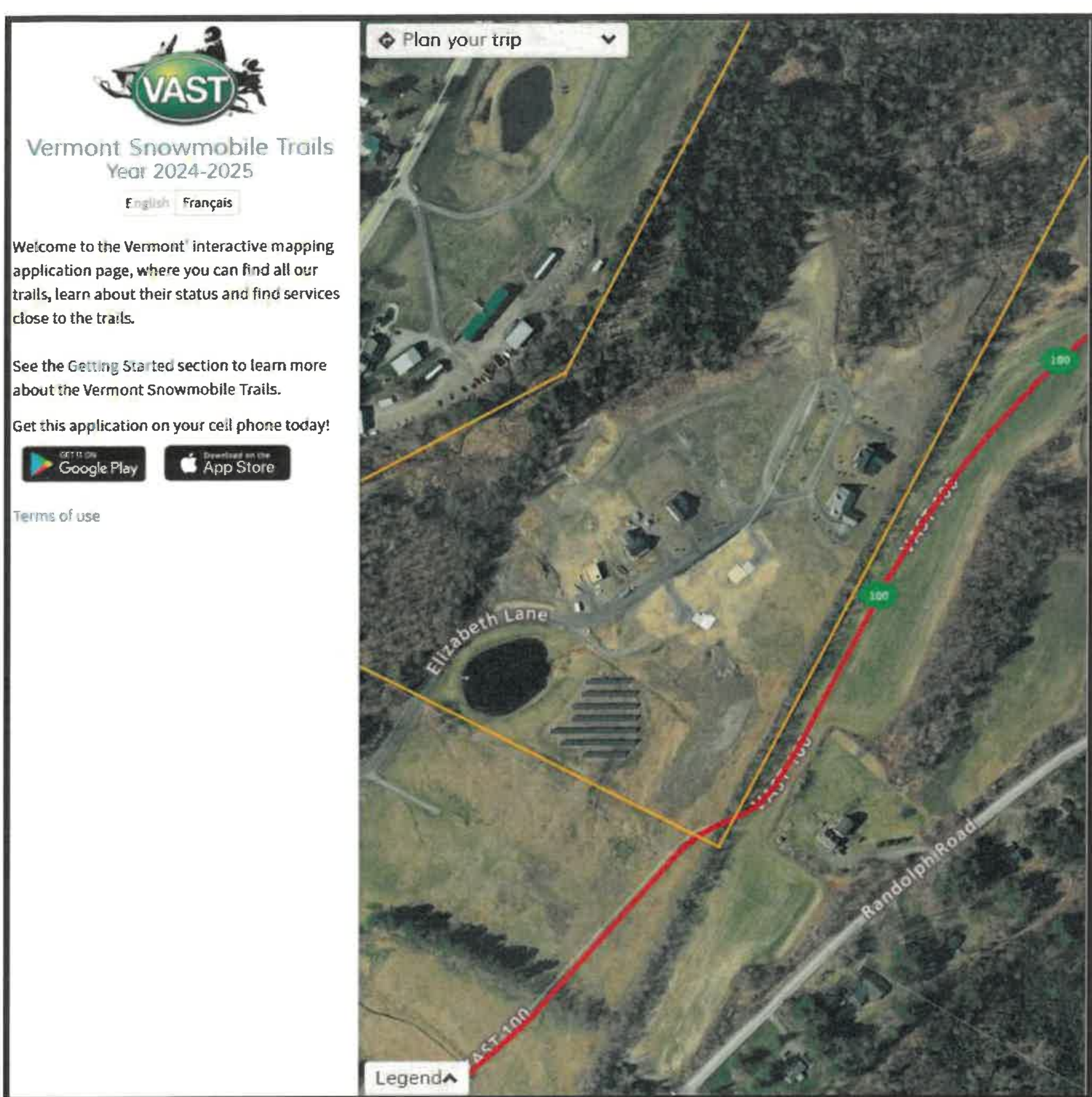
PROJECT NO.............24092
DRAWN BY.......WEH/REB
CHECKED BY.................TRM
SCALE..........................1" = 60'
DATE.........................06/13/25

SHEET NO.
C-2
2 OF 7 SHEETS



VAST
Vermont Snowmobile Trails
Year 2024-2025
English
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Welcome to the Vermont interactive mapping application page, where you can find all our trails, learn about their status and find services close to the trails.
See the Getting Started section to learn more about the Vermont Snowmobile Trails.
Get this application on your cell phone today!
Google Play
App Store
Terms of use
Plan your trip
Elizabeth Lane
Randolph Road
VAST 100
Legend

Schedule B.

BY-LAWS
OF
TINKER GRAVEL PIT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

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

ARTICLE 11
DEFINITIONS

Section 1. "Association" shall mean and refer to Tinker Gravel Pit Subdivision Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean the common open land owned by the Association, together with the dry hydrant and pond system and wastewater disposal systems located thereon.

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

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

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

ARTICLE IV
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Failure to hold the annual meeting at the designated time or place shall not work a forfeiture or dissolution of the Association.

Section 2. Notice of Meetings. Written notice of any special meetings of the members shall be given by, or at the direction of, the secretary of persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notices of the annual meeting shall be given by posting notices of same at least seven (7) days prior to the meeting in a public and conspicuous place within.

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

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

ARTICLE V
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

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

Section 2. Term of Office. Directors shall hold office for a period of one (1) year. Cumulative voting in the election of directors shall not be permitted.

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

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

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by

obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VII
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. A regular meeting of the directors shall be held without notice immediately after and at the same place as the annul meeting of members. The Board may by resolution provide the time and place within Chittenden County, State of Vermont, for holding an additional regular meeting without notice other than by such resolution.

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

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

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

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

(b) suspend the voting rights and the right to use of the common areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after

notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

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

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

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

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

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

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

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

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

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

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

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

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area (Lot 6), the access roadway and any other facilities owned by the Association to be maintained in accordance with State and local permits and approvals.

ARTICLE IX
OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

PRESIDENT

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

VICE - PRESIDENT

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

SECRETARY

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

TREASURER

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

AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.

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

COMPENSATION OF OFFICERS

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

ARTICLE X
COMMITTEES

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

ARTICLE XI
BUDGET AND ASSESSMENT

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

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

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

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

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

Section 6. Delinquent Costs. If an Owner fails to pay when any assessment is due he shall be liable for interest thereon from the due date at the legal rate of interest then prevailing at local lending institutions for mortgages and further in event collection

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

ARTICLE XV
AMENDMENTS

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

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

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

ARTICLE XVI
GENERAL PROVISIONS

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

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

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

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

ARTICLE XVII
FISCAL YEAR

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

Passed by Resolution of the TINKER GRAVEL PIT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Dated 12/6/2021

Attest, Diann Percy, Secretary
Diann Percy, Secretary

is required the unit owner shall be responsible for any attorney's fees or costs in connection with the collection of same, including the cost of foreclosure if necessary.

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

Section 8. Suspension of Rights. The Association may suspend the right of a delinquent owner to vote at membership meetings and to use the Association property and once suspended such rights shall not be restored until the amount of the assessment has been made in full together with all interests and costs of collection.

Section 9. Audit. An audit of the accounts of the Association shall be made annually, and a copy of the audit report shall be furnished to each member not later than six (6) months after the end of the fiscal year.

ARTICLE XII
ADDITIONS, ALTERATIONS, and IMPROVEMENTS

Section 1. Additions, Alterations, and Improvements by the Board of Directors. Whenever, in the judgment of the Board of Directors, the Common Area facilities shall require additions, alterations, or improvements costing in excess of Two Thousand, Five Hundred and no/100 Dollars ($2,500.00) the Board of Directors shall proceed with such alterations or improvements only with the consent of 75 percent of the unit owners and shall assess all unit owners for the costs of the common charge.

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

ARTICLE XIII
BOOK AND RECORDS

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

ARTICLE XIV
PARLIAMENTARY RULES

DOC: 31914
VOL: 307 PG: 182

TOWN CLERK'S OFFICE
Received DEC 15, 2021 10:30 AM
Recorded in VOL: 307 PG: 182 - 209
Of Morristown Land Records
ATTEST: Sara Haskins, Town Clerk

DECLARATION OF PLANNED COMMUNITY OF TINKER GRAVEL PIT SUBDIVISION, MORRISTOWN AND STOWE, VERMONT

WHEREAS, Dale E. Percy, Inc., is the owner of a parcel of land containing approximately 44.64 acres with a 50 foot right of way and easement for access and utilities over Elizabeth Lane, in Morristown and Stowe, Vermont, on which a sixteen (16) Lot Planned Community known as TINKER GRAVEL PIT SUBDIVISION is located and which it wishes to subject to covenants, conditions, restrictions, easements and liens in accordance with the provision of Title 27A of Vermont Statutes Annotated, Sections 1-101 et. seq. of the Uniform Common Interest Ownership Act.

ARTICLE 1
Submission, Defined Terms

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

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

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

"Association" shall mean and refer to the Tinker Gravel Pit Homeowners' Association, Inc., a Vermont nonprofit corporation, and its successors and assigns. The Association Lot Owners shall be the only members of the Association.

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

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

"Declarant" shall mean and refer to Dale E. Percy, Inc., and its successors and assigns.

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

(A) add real estate to a common interest community;

(B) create units, common elements, or limited common elements within a common interest community;

(C) subdivide units or convert units into common elements; or

(D) withdraw real estate from a common interest community.

"First Mortgagee" shall mean any commercial or savings bank, savings and loan association, trust company, mortgage company, insurance company, private mortgage insurance company, pension fund, person, corporation or business entity, including a corporation of or affiliated with the United States Government or any agency thereof, the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Federal Credit Union, and any other entities chartered under federal or state laws or agencies, which is the holder of any first mortgage lien, or the beneficiary under any first deed of trust encumbering an Association Lot. The term "Mortgage" shall be deemed to include both mortgages and deeds of trust.

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

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

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

"Plan" or "Plat" shall mean a Plat entitled "Planned Unit Development Plat, Dale E. Percy, Inc., Elizabeth Lane, Morristown, VT." by Trudell Consulting Engineers, dated September 7, 2021 and recorded in Morristown Land Records Slide ______.

"Property" shall mean residential Lots 16-99-01 through 16-99-08 and 16-99-10 through 16-99-17 depicted on the Plan, which includes the Open Space and Retained Land areas (which together are designated as Lot 16-99-09) as further described in Shedule A, attached hereto.

"Lot" shall mean a physical portion of the Community designated for separate ownership or occupancy depicted as Lots 16-99-01 through 16-99-08 and 16-99-10 through 16-99-17 on the Plan.

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

ARTICLE 2
Common Elements

Section 2.1. Common Elements.

(a) The Common Elements are depicted on the Plat as Open Land and Retained Land on said Plan.

(b) The Common Elements shall be devoted to the common use and enjoyment of all Lot Owners. No Lot Owner or any other person shall maintain any action for partition or division thereof. The Common Elements may be developed only as specifically authorized by the Town of Morristown, the Town of Stowe and the State of Vermont.

(c) Each Lot Owner may use the Common Elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of other Lot Owners. Use of the Common Elements shall be subject to the limitations set forth herein and as may otherwise be limited by the Declaration and the Rules and Regulations regarding the use thereof as may be established from time to time by the Members.

(d) The Retained Land is subject to a lease from Dale E. Percy, Jr., Inc., to Novus Energy Development, LLC, which lease was assigned to Novus Morrisville Solar, LLC, as described in an Amended and Restated Memorandum of Lease dated January 3, 2020 and of record in Volume 275, Page 260 of the Town of Morristown Land Records for the installation, maintenance and operation of a solar array on the premises with pedestrian and vehicular access to said array and for the installation of utility lines to and from said array to the public right of way.

(e) The Leased premises and the personalty of Novus Morrisville Solar, LLC located thereon is subject to a UCC Financing Statement for the benefit of VEDA recorded on October 12, 2021 in Book 304 Pages 47-48 of said Land Records.

Section 2.2 Limited Common Elements. None.

ARTICLE 3
The Association

Section 3.1 Membership.

(a) Each Association Lot Owner shall be assigned one appurtenant and indivisible membership in the Association which may not be assigned hypothecated, pledged, or transferred in any manner except as an indivisible appurtenance to the said Association Lot. Multiple or joint Owners of a single Association Lot shall be treated for all purposes as jointly owning and holding the one membership appurtenant to that particular Association Lot.

(b) A membership appurtenant to an Association Lot shall be initiated by either: (i) the recording of a deed in the Town of Morristown Land Records conveying an Association Lot to a purchaser; or (ii) the issuance of a certificate of occupancy for a Dwelling by the Town of Morristown whichever sooner occurs. Once a membership is initiated, liability for Assessments shall automatically commence. Membership in the Association shall be owned and held by each Association Lot Owner, including the Declarant with respect to unsold Association Lots.

(c) Except for Declarant's membership for unsold Association Lots, no membership rights or liability for Assessments shall be allocated or attributed to the purchaser of an Association Lot until the Association Lot is either sold or has been issued a certificate of occupancy.

(d) Liability for Assessments shall be prorated equally among the Members existing in the Association at any point in time, unless altered as hereinafter set forth in Subsections 3.4(a).

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

Section 3.3. Declarant Control. The Declarant will convey to the Association marketable title to the Common Elements by quit claim deed for One Dollar ($1.00), and the Association will accept said title. If not conveyed previously, the title shall be conveyed contemporaneously with the sale of the last Lot.

Nothing herein shall prevent Declarant from conveying its right title and interest in any portion of the project prior to completion.

Section 3.4 Reserved Development Rights

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

Declarant may create four (4) additional Lots, up to a maximum of twenty (20) residential Lots, from land which is part of the Property or from other property of the Declarant abutting the Property which Declarant may add to the Property by amendment to this Declaration.

The abutting property is described as follows: The parcel labelled "tax map no. 16-98 Dale E. Percy, INC. v. 108 p. 641 Not Subject To Common Interest Rights At This Time" on the Plan

Declarant's reserved Development Rights shall expire 5 (five) years after the date of the sale of the last original 16 Lots.

Declarant shall convey the Common Elements to the Association no later than at the time the last Lot is conveyed reserving any remaining Development Rights set forth herein.

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

(a) Allocated Interest: Common Expenses of the Association shall be borne equally among the Lots. Additionally, the Members may allocate expenses among the n Lots on a different basis if the basis is reasonably related to the benefits of the services provided. In addition, allocation of expenses, to Association Lots owned by Declarant, but not occupied, may be less than Assessments allocated to Association Lots which have been conveyed to persons other than Declarant.

(b) The Association shall maintain current copies of its Declaration, and any Rules and Regulations concerning the project, as well as its own books, records and financial statements. These will be available for inspection by Lot Owners or First Mortgagees. In addition, the Association must provide a financial statement for the preceding fiscal year upon the written request of any First Mortgagee.

ARTICLE 4
Covenant for Operating, Maintenance, Repair and Replacement Assessments

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

(a) Each Lot Owner, by accepting and recording a deed or other instrument conveying title to an Association Lot, whether or not it be so expressed in such deed or instrument, is deemed to covenant and agree to pay to the Association: (i) annual Assessments to pay for Common Expenses; and (ii) special Assessments for capital improvements, and reserves for maintenance, replacement, or modification of the Common Elements, and for such other purposes voted by the Association.

(b) The annual and special Assessments, together with interest, costs and reasonable attorneys' fees arising from the Association's efforts to collect the Assessment, shall be a charge against the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made, subordinate only, as to an Association Lot, the lien of a first mortgage thereon. Each Assessment, together with interest, costs and reasonable attorneys' fees arising from the Association's efforts to collect the Assessment, shall also be the personal obligation of the Association Lot Owner who was the Association Lot Owner of an Association Lot at the time when the Assessment became due.

(c) No Association Lot Owner shall be exempt from liability for Assessments by attempted waiver of the use or enjoyment of any of the Common Elements, by abandonment of a Lot, or for any other reason. Prior to or at the time of any conveyance of an Association Lot, all liens and Assessments shall be paid in full to the Association and discharged by the Association. The purchaser of an Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid Assessments against the latter, up to the time of recording of the instrument transferring ownership of the Association Lot, without prejudice to the purchaser's right to recover from the selling Lot

Owner amounts which may have been paid by the purchaser; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid Assessments against the selling Association Lot Owner within five (5) days following a written request to the Association, and the purchaser shall not be liable for, nor shall the Association Lot being conveyed be subject to a lien for any unpaid Assessments in excess of the amount set forth in the statement from the Association; except that each First Mortgagee who comes into possession of an Association Lot by virtue of foreclosure (or by deed or assignment in lieu of foreclosure), or any purchaser at a foreclosure sale, shall take ownership of the Association Lot free and clear of all unpaid Assessments or charges against said Association Lot which had become due or were delinquent prior to the acquisition of title to such Association Lot by the mortgagee or foreclosure sale purchaser. The Association shall provide any Association Lot Owner, contract purchaser or mortgagee so requesting the same with a written statement of all unpaid Assessments against the Association Lot.

(d) The Association shall take prompt action to collect any Assessments which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any Assessment not paid within ten (10) days of its due date shall bear interest from the due date at the rate of one percent (1%) per month, or at such other legal rate as may be fixed by the Members from time to time, and may additionally accrue a late charge if the Members establish one at any time. The Association shall also be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by the Association to collect Assessments.

(e) Until all Association Lots are conveyed by Declarant to a third party, or have received a certificate of occupancy, Declarant shall be legally bound to cover any deficits or shortages that may arise in the Project's initial period of operation.

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

Section 4.3. Budget for Assessments. The Members shall project and determine the total Assessments necessary to meet the expenses and reserve needs for each upcoming year. On or before the first day of November of each year, the Members shall recommend a budget which shall be approved by the affirmative vote of sixty percent (60%) of the Members. The budget shall contain an estimate of the total amount necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements, and the cost of wages, materials, insurance premiums, services, supplies and

other expenses of the Association, including capital improvements, which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Common Areas. Such budget shall also include such reasonable amounts as the Members consider necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. The failure or delay of the Members to prepare or to adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of the obligation to pay the Assessments as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Association Lot Owner shall continue to pay each Assessment at the rate established for the previous fiscal year until notice of the payment which is due.

Section 4.4. Special Assessments. The Members shall levy special and/or capital Assessment to fund the cost of any construction, repair or replacement of any capital improvement located in the Common Elements. If a proposed capital Assessment is for a new capital improvement, rather than the continuing construction, repair or replacement of an existing capital improvement, the proposed capital Assessment shall be approved by the Members at a duly-warned meeting at which a quorum is present by vote in favor by eighty percent (80%) of the votes cast.

Section 4.5. Annual Operating Assessment. As set forth in Section 4.3, each year, the Members shall establish a budget for an operating fund to be used to cover the on-going annual expenses of the Association, including, but not limited to, those expenses itemized in Section 4.2. The Assessments shall be billed and collected on a monthly basis unless otherwise voted by the Members. Assessments shall be paid in advance in a manner initially established by the Declarant which complies with the requirements of FNMA and/or FHLMC, and thereafter in a manner as may be subsequently adopted by the Members.

ARTICLE 5

Association Lot Owner's Rights and Obligations in the Common Elements

Section 5.1. Easement of Enjoyment. Each Association Lot Owner shall have an unrestricted right and easement in common with others for ingress, egress, use and enjoyment in and to the Common Elements, which right and easement shall be appurtenant to and pass with the title to every Association Lot. Each Association Lot Owner shall be responsible for the maintenance, repair or replacement of the sewage disposal system (including the force main line) benefiting the Lot. Notwithstanding, any maintenance, repair or replacement of the sewage disposal system shall be performed without interference or damage with any other Association Lot owner's system.

Section 5.2. Easement and Right of Way Over Driveway. Each Lot Owner and the Association, and their heirs, successors and assigns, shall have an unrestricted right of way and easement for service vehicles, in common with others, for ingress and egress over and through the driveway exercised in a manner to minimize interference with the use and enjoyment of all of the Lot owners.

Section 5.3. Declarant's Reserved Easements. There is hereby reserved to the Declarant and its successors and assigns blanket easements upon, across, above, and under the Property, including the Common Elements, for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, telephone, and electricity, as well as storm water drainage and other services, such as, but not limited to, a master television and/or radio system, or cable television system. It shall be expressly permissible for the Declarant, the Association, or their designees, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables, and other equipment related to the providing of any such utility or service.

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

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

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

ARTICLE 6
Maintenance

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

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

ARTICLE 7
Permit Compliance

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

(a) State of Vermont Potable Water Supply and Wastewater Permits WW-5-6364, recorded February 11, 2014 and recorded in Book 199, Pages 111-115 of the Morristown Land Records and WW-5-6364-1 dated March 23, 2020 and recorded in Book 276 Pages 229-233 of said Land Records.

(b) Town of Morristown Development Review Board approval as set forth in Permit No. 2020-07 dated January 22, 2020, and of record in Book 275, Pages 32-44 adding additional lots to the initial approved application dated September 26, 2013.

(c) State of Vermont Public Utility Commission Certificate of Public Good Notice to Municipality Re CPG No. 18-4016, dated June 13, 2019 and of record in Book 264, Page 338.

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

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

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

(a) All Dwellings and future additions shall be constructed with insulation to an R-value of at least R-19 in the exterior walls, at least R-38 in the roof or cap, and at least R-10 around the foundation or slab. All slabs shall be thermally sealed from the foundation. All residential buildings shall have at least double pane insulating windows. The lighting fixtures in any utility buildings shall have energy efficient ballasts. The installation or use of electricity as a primary heating source is prohibited.

(b) The Association shall continually maintain all Common Elements, facilities and landscaping substantially as approved by the Town of Morristown. All dead or diseased landscape plantings shall be replaced as soon as seasonably possible.

(c) All heated structures shall be constructed in conformance with the State of Vermont's Residential Building Energy Standards Handbook as from time to time amended.

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

Section 8.1. General Covenants. In order to insure well planned residential uses with recreational opportunities and attractive views while preserving the agricultural use of a substantial portion of the Property while preserving the area's rural, natural and scenic character, Declarant does hereby declare that the following protective covenants, conditions, and restrictions shall apply to each and every Association Lot:

(a) Residential Use. The Association Lots shall be used only for single-family residential purposes. This covenant in no way restricts an Owner's right to rent the Dwelling as a single-family residence except that all such rentals shall be evidenced by a written lease which must be for a minimum term of thirty (30) days. Notwithstanding the foregoing, each Lot Owner may rent their house located on a Lot for no less than 7 days at a time for no more than 3 times in a calendar year. No building or structure intended for or adapted to business, commercial or industrial purposes, and no apartment house, double or duplex house (except as initially approved), lodging house, rooming house or other multiple-family dwellings shall be erected, placed, permitted or maintained on the Property or any part thereof. This paragraph shall not prohibit customary home occupations, except that no wholesale or retail sale of any products of a home occupation shall be conducted on the Property nor any exterior display or storage thereon. No new improvements or structures whatever, other than a Dwelling, patio or deck, may be erected, placed or maintained on the Property.

(b) Limitation On Habitation. No outbuilding, shed, tent, trailer, mobile home or temporary building of any kind shall be erected, constructed, permitted or maintained prior to commencement of the construction of the residence, and no outbuilding, shed, tent, trailer, mobile home, basement or temporary building shall be used for permanent or temporary residence purposes without prior written approval of the Association. This covenant shall not prohibit the use of a construction trailer on the Property during construction of the residence.

(c) Occupancy. No permitted private, residence erected upon on the Property shall be occupied during the course of construction, nor at any time prior to it being fully completed as herein required; nor shall any residence when

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

(d) Grading and Drainage. The grading and/or drainage patterns of the Property in the subdivision shall not be altered for any reason due to the Property's necessary conformance with the Plans submitted and approved by the Town of Morristown and/or the Town of Stowe.

(e) Tanks, Etc. No elevated tanks of any kind shall be erected, placed or permitted on any part of the Property. Any tanks for use in connection with any Dwelling constructed on such premises, including tanks for the storage of fuels, must be buried or screened sufficiently to conceal them from the view of neighboring Lots, roads or streets.

(f) Garbage and Rubbish. All garbage and rubbish shall be kept in sanitary containers and there shall be no dumping can any part of the Property and no incineration. Said sanitary containers shall be stored inside, or if outside, screened sufficiently to conceal them from the view of neighboring Lots, roads or streets.

(g) Tree Cutting and Dwelling Site Clearing. All tree cutting and clearing shall conform to the applicable requirements and restrictions set forth in the Town of Morristown Zoning Ordinance, as amended. In addition, no tree larger than 4" in diameter shall be cut or removed without the approval of the Association, unless such tree is located closer than 50 feet to any point on an existing Dwelling or the building envelope on each Lot depicted on the Plans.

(h) Satellite Dishes. No satellite dishes larger than 36" in diameter shall be permitted on the Property or on any Dwelling.

(i) Utility Lines. All new electrical, telephone, cable TV and other utility line extensions to a Dwelling shall be placed underground.

(j) Nuisances. No Association Lot shall be used in whole or in part for the storage of rubbish, trash or scrap of any character whatsoever; nor for the storage of any property or item that will cause such Association Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, item or material be kept upon the Property that will emit foul or obnoxious odors or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Association Lots.

(k) Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any Association Lot or on the residence or other structures located thereon, except that an Owner or his agent may erect or display one sign of not more than six square feet advertising the Lot for sale.

(l) Commercial/Unregistered Vehicles. After a Dwelling has been constructed on the Property, no commercial vehicles, construction, or like equipment of

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

(m) Architectural Approval. Plans for structures to be built upon a Lot must be submitted to Grantors prior to the commencement of any construction upon the Lot. Grantors retain the right to approve all aspects of the construction, including, but not limited to, the proposed site, their exterior form, materials, color, and the finished grade elevation.

(n) Structures Permitted. One single family residential type dwelling with a minimum of 1,500 square feet of living space and associated barn, garage, or workshop shall be permitted per Lot.

(o) Construction. The exterior construction of any structure built upon a Lot shall be completed in twelve (12) months from the date of commencement. The general landscaping and final site refinement shall be completed within eighteen (18) months from the commencement of said construction. Particular attention must be paid, and all reasonable precautions must be taken, to prevent soil erosion during construction.

(p) Driveways. All shoulders of driveways constructed shall be seeded and mulched and all other reasonable precautions taken to prevent soil erosion.

(q) Subdivision, Rights-of-Way. None of the Lots shall be subdivided by a Lot Owner, and no rights-of-way shall be permitted over them to provide access to another Lot.

(r) Mobile Homes. No house trailers of any kind whatsoever, or mobile homes, shall be kept, placed, or maintained on any Lot.

(s) The Grounds. All grounds clearly visible from the access road shall be maintained in keeping with the general quality of the entire development. All open areas cleared or thinned on the parcel shall be kept and maintained by mowing, brush hogging, or other cutting operations to prevent the growth of underbrush, tree saplings, or other vegetation that would otherwise cause a scruffy and unkempt appearance of the Lot. This condition shall in no way limit plantings for screening or ornamental purposes.

(t) Fencing. All forms of fencing commonly used for the containment of animals shall be allowed. However, the Grantors retain the right to indicate specific type and its deployment. Fencing not used for containment of animals shall be the so-called post and rail type.

(u) Utilities. All service lines for utilities, shall be installed from the nearest transformer underground to the desired building. There shall be no above-ground lines of any type. The Grantors reserve an easement and right of way across, under, and upon those portions of Lots and land within the Property that are necessary or advisable for purposes of performing or causing to be performed proper installation, repair, maintenance, and replacement of all utility service lines (including electrical, telephone, cable television, and the like), pipes, conduits, transformers, and other related equipment and

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

(v) Animals. All common domestic animals shall be allowed, provided, however, that no commercial, breeding, housing and/or sale of animals shall be permitted on any Lot or on the Common Areas. Any animals raised, bred or kept in or on any Association Lot shall not create a nuisance, annoyance or danger to other Lot Owners.

(w) Zoning. The Lots in the development are subject to the Town of Morristown Zoning Ordinances and Bylaws. The owner of any Lot covenants and agrees that he will comply with the terms and conditions of such zoning ordinances and bylaws.

(x) Roadway Use and Maintenance. Each owner of a Lot within the Property shall be granted in the deed of conveyance for each Lot a perpetual, non-exclusive vehicular access right of way for use in common with others over, upon, and across Elizabeth Lane in Stowe and the interior roadway lands and right of way as shall be specified and described in the deed of conveyance. The Grantors, for themselves and their designated successors and assigns, reserve rights of use, conveyance, dedication, and other interests pertaining to the vehicular access right of way, as shall be set forth more particularly in the deed of conveyance to each Lot. The owners of Lots shall pay a proportionate share of the cost of maintaining, repairing, and replacing the roadways, drainage slopes, culverts, and other access improvements within said interior road's right of way, which costs shall include but not be limited to graveling, grading, and other maintenance, repair, or replacement work as may be necessary or advisable from time to time.

(y) Noise Polluting Devices. The operation of noise producing devises such as motorcycles, trail bikes, all-terrain vehicles, or go-carts is not permitted on any Lot, except when leaving a Lot and returning. This prohibition

regarding the operation of noise producing devises is limited in its application the individual Lots and does not pertain to the interior roadway on Elizabeth Lane. The operation by Lot owners of chain saws, tractors, or other noise producing devices in connection with the maintenance of a Lot shall be permitted only during daylight hours.

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

(aa) Pond and Dry Hydrant. The property is benefitted by a dry hydrant which draws from a pond. Declarant shall maintain the pond and fire hydrant area properly until responsibility is transferred to the Association.

(bb) Common Area. The areas designated as Open Land – 22.77 aces, more or less and Retained Land -11.88 on the Plan is a common area and designated as a Common Element subject to the reserved development rights of Declarant on the Retained Land. Grantor grants to the owner of each lot within the Property a non-exclusive easement and right of access in common with others to all portions of the common area. The delineation of this common area is set forth in the field by permanent monuments. Regulations concerning the permitted uses in this common area shall be adopted by an affirmative vote of 80% of the Owners Association, having due regard for the permanent protection and stewardship of this area.

(cc) Septic Area. The property is benefitted by community septic systems permitted by State of Vermont Water and Wastewater Permit #WW-5-6364, recorded February 11, 2014 and recorded in Book 199, Pages 111-115 of the Morristown Land Records. The owners' association and the Lot owners hereby consent to allowing state and local officials of appropriate responsibility to inspect the systems periodically upon reasonable notice. All septic systems which may be built on the property shall be maintained by the Owners' Association. Once the Owners' Association has incurred expenses for the repair or maintenance of a system, the Association shall assess the Lots that are the users of that system for their proportionate share of the total cost incurred, Grantor hereby gives, grants, and conveys to the owners of all Lots within the property the perpetual non-exclusive rights and authority in common with others to connect to and utilize the common septic systems. All lots will be served by community collection and disposal systems. Each lot shall be permitted to construct a house consisting of a maximum of three bedrooms. A service company shall be retained by the Owners' Association to provide septic tank cleanings every three years, yearly examinations of disposal fields and emergency repairs provided on-call 24 hours a day as required. The Owners' Association will retain a professional engineer to perform annual inspections of all collection, transmission and disposal facilities. The engineer will witness all alterations of disposal fields and inspect each pump station to insure all components are activated and in good repair. Sewer collection lines will be inspected

during the spring season to detect any higher than normal flows that may be attributed to pipe leakage. The engineer shall issue a report with copies provided to the Association, the State and the Town of Morristown.

Section 8.2. Compliance and Enforcement. Each Association Lot Owner shall be governed by and shall comply with the terms of this Declaration (and with regard to the Association Lots, to any Rules and Regulations promulgated by the Association). An Association Lot Owner shall be liable for any expense incurred for maintenance, repair or replacement rendered necessary by an Association Lot Owner's act, negligence or carelessness, or by the act of any member of an Association Lot Owner's family, guest, invitees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. With regard to the Common Elements, the Members of the Association shall have the right to impose a reasonable charge commensurate with the severity of the violation, which fine shall be a continuing lien against the Association Lot and the defaulting Association Lot Owner enforceable in the manner provided by the laws of the State of Vermont, or this Declaration. The Association and/or an aggrieved Association Lot Owner shall have the right to abate, enjoin or remedy the continuance of any violation, by appropriate legal proceedings either in law or in equity, including, without limitation, an action to recover any sums due for money damages, injunctive relief, or foreclosure of the lien for payment of Assessments, any combination thereof, and any other relief afforded by a court of competent jurisdiction. Said remedies shall be deemed cumulative and shall not constitute an election of remedies. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of this Declaration shall so damage the project and its property values that it cannot be adequately remedied by action at law or exclusively by recovery of damages. Should an Association Lot Owner employ counsel in order to validly enforce any of the foregoing covenants, conditions, reservations, restrictions or obligations, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such Lot or Lots found to be in violation by a court of competent jurisdiction. Further, no delay or omission on the part of an Association Lot Owner in exercising any right, power or remedy herein provided for in the event of any breach of the covenants, conditions, restrictions and obligations herein contained shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue, nor shall any action be brought or maintained by any Association Lot Owner against Declarant for or on account of its failure to bring an action on account of any breach of these covenants, conditions, restrictions or obligations, or for imposing covenants, conditions, restrictions and obligations herein which may be unenforceable at law.

ARTICLE 9
Condemnation, Damage or Destruction

Section 9.1. Condemnation of Portion of Common Elements. If the condemnation involves a portion of the Common Elements, then, unless within sixty (60) days after such taking, and unless at least 66.67% of the Association Lot Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available, or may acquire additional lands for such purpose, if such lands are reasonably available. All awards received from such a taking shall be first used to pay for the restoration or

replacement of the Common Elements. Any surplus funds remaining after such restoration or replacement shall be retained by the Association in a reserve fund, or, at the option of the Members, may be paid to the Association Lot Owners in accordance with their respective interests.

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

(a) Repair or replacement is not permitted under applicable State or local statutes, laws, rules or ordinances; or

(b) The Owners controlling eighty percent (80%) of the votes of the Association vote at a special meeting of the Association not to repair or replace the damaged or destroyed portion of the Common Elements.

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

ARTICLE 10
Amendment to or Termination of the Declaration

Section 10.1. General. This Declaration shall run with the land and be binding upon Declarant and all subsequent Association Lot Owners. Except as limited hereinafter, this Declaration may be amended upon the vote or agreement of at least. (66.67%) of the Association Lot Owners. Every amendment shall be prepared, executed, acknowledged, and recorded and shall become effective upon the recording of the amendment in the Town of Morristown Land Records.

Section 10.2 Rights Reserved in Declarant. Declarant may unilaterally amend this Declaration at any time:

a. to satisfy and meet any requirement of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any similar lending entity.

b. to add land to the Property, as described in Section 3.4

c. to create up to 4 additional lots on the Property or on land added to the Property as described in Section 3.4.

Section 10.3. Termination. Termination of this Declaration and after the Project has been created shall occur if so voted by eighty percent (80%) of the Association Lot

Owners. A decision to terminate this Declaration shall also require the written approval of sixty percent (60%) of the First Mortgagees.

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

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

ARTICLE 11
Rights Related to First Mortgagees

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

Section 11.2. First Mortgagee Approval Required as to Certain Amendments. With respect to certain proposed amendments to this Declaration which could have a significant impact upon the rights and security of First Mortgagees, in addition to such an amendment receiving the approval of Association Lot Owners required in Section 10.1, the amendment shall also require the approval in writing of sixty percent (60%) of the First Mortgagees. The amendments which would be deemed to have a significant impact upon the rights and security of a First Mortgagee are as follows: (i) a change in voting rights of Association Lot Owners other than provided for in this Declaration, (ii) a change in the manner Assessments are allocated or an alteration in the existing priority of First Mortgage liens over Assessments; (iii) alteration or elimination of the requirements for Assessment of reserves for maintenance, repair, monitoring and replacement of Common Elements and the improvements located thereon; (iv) sale, transfer, or alienation of the Common Elements, or alteration in the use of the Common Elements; (v) changes in responsibility for maintenance and repairs; (vi) changes in boundaries of any Association Lot, or the Common Elements, (vii) changes in any insurance or fidelity bonds; (viii) change in the terms required for leasing an Association Lot; (ix) removal of Property from the Project; (x) imposition of restrictions on an Association Lot Owner's rights to sell, transfer or alienate an Association Lot: (xi) restoration of the Project after casualty damage or partial

condemnation in a manner other than restoring or repairing the Project to the way it existed prior to said casualty or condemnation; (xii) any amendment or action that would effectively terminate this Declaration or the legal status of the Project; (xiii) any decision by the Association to establish self-management when professional management had been previously required by a First Mortgagee; or (xiv) change in any provision of this Declaration which expressly benefits First Mortgagees.

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

ARTICLE 12
Miscellaneous

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

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

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

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

IN WITNESS WHEREOF, the Declarant has executed or caused this Declaration to be executed as of the 9 day of ~~November,~~ December 2021.

IN THE PRESENCE OF:

		Dale E. Percy, Inc.
[signature]	BY:	[signature]
Witness		Dana Percy, Jr., President and duly authorized agent

STATE OF VERMONT
COUNTY OF LAMOILLE, SS.

On this 9 day of ~~November~~ December, 2021, personally appeared Dana Percy, Jr., President and duly authorized agent of Dale E. Percy, Inc. and he acknowledged this instrument, by him, signed to be his free act and deed and the free act and deed of Dale E. Percy, Inc.

Before me: [signature]
Notary Public
My commission expires: 01/31/2023
Certificate no. 1570004186

Mikayla Geraci
Notary Public State of Vermont
Commission No. 157.0004186

Schedule A
Property Description

Residential Lots 16-99-01 through 16-99-08 and 16-99-10 through 16-99-17 depicted on the Plan, which includes the Open Space and Retained Land areas (which together are designated as Lot 16-99-09 as depicted on the Plan entitled Planned Unit Development Plat, Dale E. Percy, Inc., Elizabeth Lane, Morristown, VT." by Trudell Consulting Engineers, dated September 7, 2021 and recorded in Morristown Land Records Slide 380, which includes the Open Space and Retained Land areas depicted on the Plan and being a portion of the real property and appurtenant interests conveyed to Dale E. Percy, Inc. in the following three deeds:

(1) Quitclaim Deed of William A. Kelk, Esq. to Dale E. Percy, Inc., dated January 10, 2014 and recorded January 13, 2014 in Book 198, Page 125 of the Morristown Land Records;

(2) Quitclaim Deed of William A. Kelk, Esq. to Dale E. Percy, Inc., dated January 10, 2014 and recorded January 13, 2014 in Book 198, Page 126 of the Morristown Land Records; and

(3) Quitclaim Deed of William A. Kelk, Esq. to Dale E. Percy, Inc. dated January 10, 2014 and recorded January 13, 2014 in Book 198, Page 127 of the Morristown Land Records.

Reference is made to the Quitclaim Deed of Dale E. Percy, Inc. to William A. Kelk, Esq. dated January 10, 2014 and recorded on January 13, 2014 in Book 198 Pages 123-124 of the Morristown Land Records, as well as the Warranty Deed of Dale E. Percy to Dale E. Percy, Inc., dated November 20, 1995 and recorded in Book 108, Pages 641 642 of the Morristown Land Records.

With respect to the right of way for vehicular and utility line access to the property located in Stowe, reference is made to a Plat by Trudell Consulting Engineers entitled "Boundary Line Adjustment Plat, Paul Percy, Neil Percy and Dale E. Percy, Inc." dated April 8, 2009 and recorded April 23 2009 in Map book 18, Page 108 of the Stowe Land records, together with the Warranty Deed of Neil Percy to Dale E. Percy, Inc., dated May 19, 2009 and recorded in Book 748, Page 141 of the Stowe Land Records and the Warranty Deed of Paul Percy to Dale E. Percy, Inc., dated May 19, 2009 and recorded in Book 748, Page 138 of the Stowe Land Records; and, the Easement Deed of Dale E. Percy, Inc. to Neil Percy and Paul Percy dated June 1, 2009 and recorded in Book 748, Pages 145-147 of the Stowe Land Records.

Schedule B.

BY-LAWS
OF
TINKER GRAVEL PIT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

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

ARTICLE 11
DEFINITIONS

Section 1. "Association" shall mean and refer to Tinker Gravel Pit Subdivision Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean the common open land owned by the Association, together with the dry hydrant and pond system and wastewater disposal systems located thereon.

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

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

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

ARTICLE IV
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Failure to hold the annual meeting at the designated time or place shall not work a forfeiture or dissolution of the Association.

Section 2. Notice of Meetings. Written notice of any special meetings of the members shall be given by, or at the direction of, the secretary of persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notices of the annual meeting shall be given by posting notices of same at least seven (7) days prior to the meeting in a public and conspicuous place within.

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

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

ARTICLE V
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

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

Section 2. Term of Office. Directors shall hold office for a period of one (1) year. Cumulative voting in the election of directors shall not be permitted.

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

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

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by

obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VII
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. A regular meeting of the directors shall be held without notice immediately after and at the same place as the annul meeting of members. The Board may by resolution provide the time and place within Chittenden County, State of Vermont, for holding an additional regular meeting without notice other than by such resolution.

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

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

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

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

(b) suspend the voting rights and the right to use of the common areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after

notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

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

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

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

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

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

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

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

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

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

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

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

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area (Lot 6), the access roadway and any other facilities owned by the Association to be maintained in accordance with State and local permits and approvals.

ARTICLE IX
OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

PRESIDENT

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

VICE - PRESIDENT

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

SECRETARY

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

TREASURER

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

AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.

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

COMPENSATION OF OFFICERS

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

ARTICLE X
COMMITTEES

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

ARTICLE XI
BUDGET AND ASSESSMENT

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

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

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

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

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

Section 6. Delinquent Costs. If an Owner fails to pay when any assessment is due he shall be liable for interest thereon from the due date at the legal rate of interest then prevailing at local lending institutions for mortgages and further in event collection

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

ARTICLE XV
AMENDMENTS

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

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

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

ARTICLE XVI
GENERAL PROVISIONS

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

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

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

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

ARTICLE XVII
FISCAL YEAR

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

Passed by Resolution of the TINKER GRAVEL PIT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Dated 12/6/2021

Attest, Diann Percy, Secretary
Diann Percy, Secretary

is required the unit owner shall be responsible for any attorney's fees or costs in connection with the collection of same, including the cost of foreclosure if necessary.

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

Section 8. Suspension of Rights. The Association may suspend the right of a delinquent owner to vote at membership meetings and to use the Association property and once suspended such rights shall not be restored until the amount of the assessment has been made in full together with all interests and costs of collection.

Section 9. Audit. An audit of the accounts of the Association shall be made annually, and a copy of the audit report shall be furnished to each member not later than six (6) months after the end of the fiscal year.

ARTICLE XII
ADDITIONS, ALTERATIONS, and IMPROVEMENTS

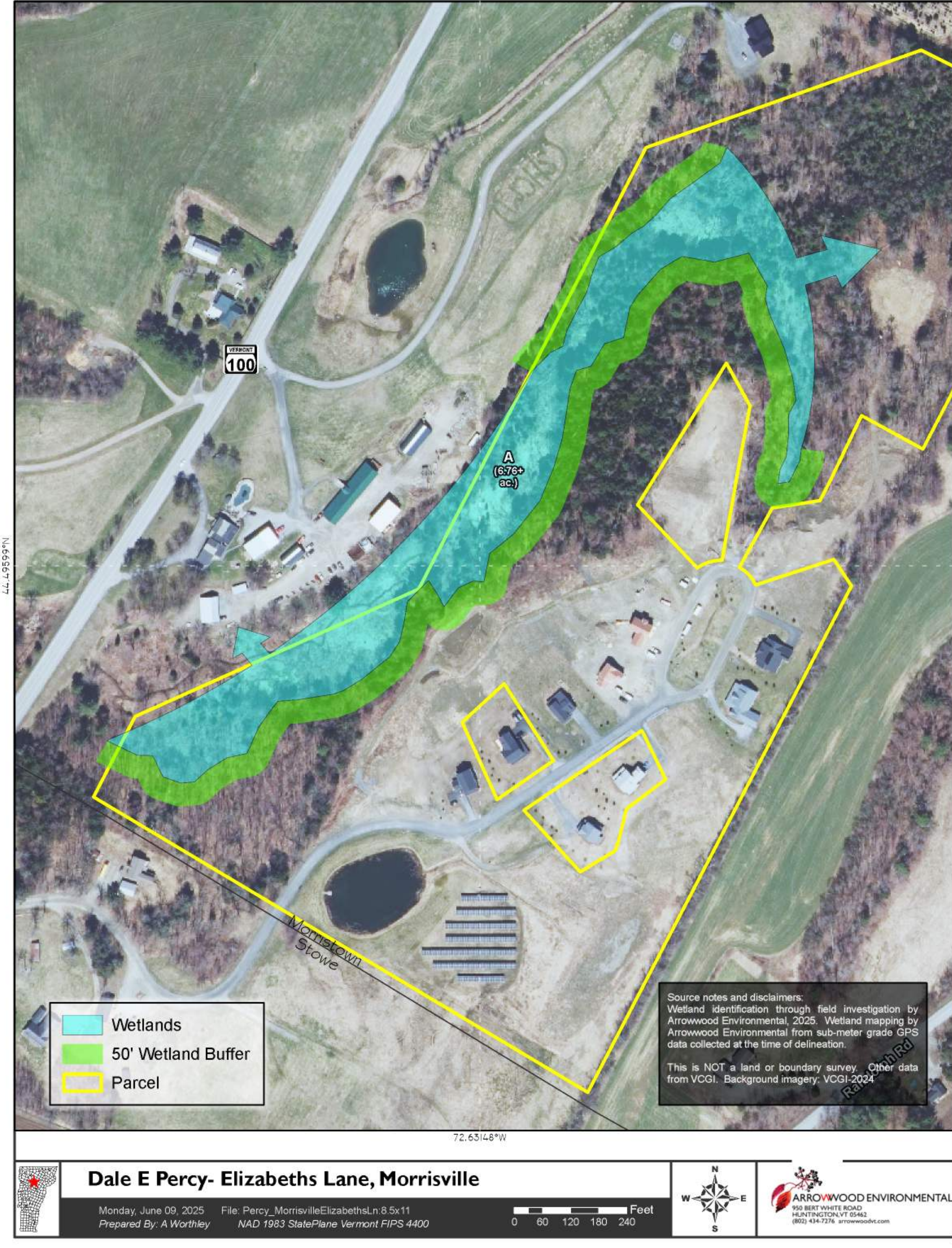
Section 1. Additions, Alterations, and Improvements by the Board of Directors. Whenever, in the judgment of the Board of Directors, the Common Area facilities shall require additions, alterations, or improvements costing in excess of Two Thousand, Five Hundred and no/100 Dollars ($2,500.00) the Board of Directors shall proceed with such alterations or improvements only with the consent of 75 percent of the unit owners and shall assess all unit owners for the costs of the common charge.

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

ARTICLE XIII
BOOK AND RECORDS

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

ARTICLE XIV
PARLIAMENTARY RULES



100
A
(6.76+ ac.)
Morristown
Stowe
Wetlands
50' Wetland Buffer
Parcel
Source notes and disclaimers:
Wetland identification through field investigation by Arrowwood Environmental, 2025. Wetland mapping by Arrowwood Environmental from sub-meter grade GPS data collected at the time of delineation.
This is NOT a land or boundary survey. Other data from VCGI. Background imagery: VCGI-2024
44.5966°N
72.63148°W
Dale E Percy- Elizabeths Lane, Morrisville
Monday, June 09, 2025 File: Percy_MorrisvilleElizabethsLn:8.5x11
Prepared By: A Worthley NAD 1983 StatePlane Vermont FIPS 4400
0 60 120 180 240 Feet
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E
S
ARROWWOOD ENVIRONMENTAL
950 BERT WHITE ROAD
HUNTINGTON, VT 05462
(802) 434-7276 arrowwoodvt.com

Tyler Mumley

From: Dennis DiGregorio <captdenny14k4@comcast.net>
Sent: Wednesday, June 11, 2025 7:14 AM
To: Tyler Mumley
Subject: Re: Tinker Subdivision, Elizabeths Lane

Hi Tyler yes the fire pond on that property will supply fire protection for that area Thank You Dennis

On 06/10/2025 7:25 AM EDT Tyler Mumley <tyler@mumleyinc.com> wrote:

Hi Denny,

Attached is a site plan for some additional house lots at the Percy Tinker Pit Subdivision property at the end of Elizabeths Lane.

The DRB wants written confirmation from you that the the project has been designed to ensure fire protection to serve the project as noted in Section 840.8.

Could you please review and let me know? Do you want me to meet you out there or can you just do a drive through?

Please let me know and thanks in advance for your help!

Thank you,

Tyler

Tyler Mumley, P.E.
Mumley Engineering, Inc.

46 Hutchins Street

Morrisville, VT 05661

O: 802-851-8882

C: 802-881-6314

www.mumleyengineering.com

5.100 RULE PERTAINING TO CONSTRUCTION AND OPERATION OF NET-METERING SYSTEMS

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PART I: GENERAL PROVISIONS

5.101 Purpose and Scope

(A) This Rule governs the terms upon which any electric company offers net-metering service within its service territory. In addition, this Rule governs the application for and issuance, amendment, transfer, and revocation of a certificate of public good for net-metering systems under the provisions of 30 V.S.A §§ 248, 8002, and 8010.

(B) Except as modified by Section 5.125 (Pre-Existing Net-Metering Systems), this Rule applies to all net-metering systems in Vermont and applies to every person, firm, company, corporation, and municipality engaged in the site preparation, construction, ownership, or operation of any net-metering system that is subject to the jurisdiction of this Commission.

(C) No person may commence site preparation for or construction of a net-metering system or convert an existing plant into a net-metering system without first obtaining a CPG under this Rule.

(D) In the event that any portion of this Rule is found by a court of competent jurisdiction to be illegal or void, the remainder is unaffected and continues in full force and effect.

5.102 Computation of Time

(A) Computation. Under this Rule, time is computed in accordance with Commission Rule 2.207.

(B) Enlargement. The Commission for cause shown may at any time in its discretion:

(1) Grant an extension of time if it is requested before the expiration of the period originally prescribed, or

(2) Upon request made after the expiration of the specified period, grant an extension where the failure to act was the result of excusable neglect or other good cause.

5.103 Definitions

For the purposes of this Rule, the following definitions apply:

"Account" means a unique identifier assigned by the electric company to a customer for billing purposes. A customer account may include one or more meters.

"Adjoining Landowner" means a person who owns land in fee simple that:

(1) Shares a property boundary with the tract of land on which a net-metering system is located; or

(2) Is adjacent to that tract of land and the two properties are separated only by a river, stream, railroad line, or public highway.

"Adjustor" means a positive or negative charge applied to production kWh based on factors related to site selection (Site Adjustor) and retention of tradeable renewable energy credits (REC Adjustor).

"Amendment" means a request for approval of a modification to a proposal that is either under review or has been approved by the Commission. The term amendment also includes requests to change the terms or conditions of a CPG issued by the Commission.

"Applicant" means the entity seeking authorization to construct and operate a net-metering system.

"Billing Meter" means an electric meter that measures either the consumption of electricity by a customer or the net of electric consumption by the customer and production by the net metering system.

"Blended Residential Rate" means the lesser of either:

(1) For electric companies whose general residential service tariff does not include inclining block rates, the $/kWh charge set forth in that electric company's tariff for general residential service;

(2) For electric companies whose general residential service tariff does include inclining block rates, a blend of the electric company's general residential service inclining block rates that is determined by adding together all of the revenues to the company during the most recent calendar year from kWh sold under those block rates and dividing the sum by the total kWh sold by the company at those rates during the same year; or

(3) The weighted statewide average of all electric company blended residential retail rates, as determined by the Commission, whichever is lower.

"Capacity" means the rated electrical nameplate for a plant, except that, in the case of a solar energy plant, the term means the aggregate AC nameplate capacity of all inverters used to convert the plant's output to AC power. The capacity of an inverter is not changed when it is derated.

"Category I Net-Metering System" means a net-metering system that is not a hydroelectric facility and that has a capacity of 15 kW or less.

"Category II Net-Metering System" means a net-metering system that is not a hydroelectric facility that has a capacity of more than 15 kW and less than or equal to 150 kW, and that is sited on a preferred site.

"Category III Net-Metering System" means a net-metering system that is not a hydroelectric facility, that has a capacity of greater than 150 kW and less than or equal to 500 kW, and that is sited on a preferred site.

"Category IV Net-Metering System" means a net-metering system that is not a hydroelectric facility, that has a capacity of greater than 15 kW and less than or equal to 150 kW, and that is not located on a preferred site.

"Certificate Holder" means one who holds a CPG. The certificate holder must have legal control of the net-metering system.

"Certificate of Public Good" or "CPG" means a certificate of public good issued by the Commission pursuant to 30 V.S.A. § 8010.

"Commission" means the Public Utility Commission of the State of Vermont and the employees thereof.

"Commissioned" or "Commissioning" means the first time a plant is put into operation following the initial construction of the plant.

"Conditional Waiver of a Criterion of 30 V.S.A. § 248" means the Commission waiver of the requirements for the presentation of evidence under the criterion, a specific review of the project by the Commission under the criterion, and the development of specific findings of facts for the criterion, unless the Commission finds that the application raises a significant issue under that criterion.

"Customer" means a retail electric consumer.

"Department" means the Vermont Department of Public Service.

"Earth disturbance" means construction activities including clearing, grading, and excavating, but does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

"Electric Company" means the utility serving the net-metering customer or the utility that would serve an applicant seeking authorization to construct and operate a net-metering system, as the context indicates.

"Excess Generation" means the following: for customers who elect to wire net-metering systems such that they offset consumption on the billing meter, excess generation is the number of kWh by which production exceeds consumption. For customers who elect to wire net-metering systems such that they do not offset consumption on any customer's billing meter, all recorded production is considered excess generation.

"File" means the submission of documents, exhibits, plans, information, or other materials to the Commission through the Commission's electronic filing system, by delivery to the Commission's offices, or by delivery to the Commission during the course of a hearing.

"Group Net-Metering System" means a net-metering system serving more than one customer, or a single customer with multiple electric meters, located within the service area of the same retail electricity provider. Various buildings owned by municipalities, including water and wastewater districts, fire districts, villages, school districts, and towns, may constitute a group net-metering system. A union or district school facility shall be considered in the same group net-metering system with buildings of its member municipalities that are located within the service area of the same retail electricity provider that serves the facility.

"Host Landowner" means the owner of the property on which the net-metering system is or will be located.

"kW" means kilowatt or kilowatts (AC).

"kWh" means kilowatt hours.

"Inclining Block Rate" means a rate structure where an electric company charges a higher rate for each incremental block of electricity consumption.

"Interconnection Facilities" means all facilities and equipment between the generation resource and the point of interconnection, including any modifications, additions, or upgrades that

are necessary to physically and electrically interconnect the generation resource to the interconnecting utility's distribution or transmission system. Interconnection facilities are sole-use facilities and do not include system upgrades.

"Project Limits" means the boundary within which all construction, materials storage, earth disturbance, vegetation clearing, planting, management, landscaping, and any other activities related to site preparation, construction, operation, maintenance, and decommissioning take place as a result of the net-metering system, including the creation or modification of access roads and utility lines.

"Net-Metering" means measuring the difference between the electricitysupplied to a customer and the electricity fed back by the customer's net-metering system(s) during the customer's billing period:

(1) using a single, non-demand meter or such other meter that would otherwise be applicable to the customer's usage but for the use of net metering; or

(2) if the system serves more than one customer, using multiple meters. The calculation shall be made by converting all meters to a non-demand, non-time-of-day meter, and equalizing them to the tariffed kWh rate.

"Net-Metering System" means a plant for generation of electricity that:

(1) is of no more than 500 kW capacity;

(2) operates in parallel with facilities of the electric distribution system;

(3) is intended primarily to offset the customer's own electricity requirements and does not primarily supply electricity to electric vehicle supply equipment, as defined in 30 V.S.A. § 201, for the resale of electricity to the public by the kWh or for other retail sales to the public, including those based in whole or in part on a flat fee per charging session or a time-based fee for occupying a parking space while using electric vehicle supply equipment; and

(4) either employs a renewable energy source or is a qualified micro-combinedheat and power system of 20 kW or less that meets the definition of combined heat and power facility in subsection 8015(b)(2) of Title 30 and uses any fuel source that meets air quality standards.

"Non-Bypassable Charges" means those charges on the electric bill defined in an electric

company's tariffs that apply to a customer regardless of whether they net-meter or not. Non-bypassable charges may not be offset using current or previous net-metering credits. A customer is liable for payment of these charges regardless of whether the customer has a credit balance resulting from net-metering. The customer charge, energy efficiency charge, energy assistance program charge, any on-bill financing payment, and any equipment rental charge are non-bypassable charges.

"Party" means any person who has obtained party status under Section 5.117 of this Rule.

"Plant" means an independent technical facility that generates electricity from renewable energy. A group of facilities, such as wind turbines, will be considered one plant if the group is part of the same project and uses common equipment and infrastructure, such as roads, control facilities, and connections to the electric grid. Common ownership, control, proximity in time of construction, and proximity of facilities to each other will be relevant to determining whether a group of facilities is part of the same project.

"Pre-Existing Net-Metering System" means a net-metering system for which a completed CPG application was filed with the Commission prior to January 1, 2017, and whose completed application was either filed at a time when net-metering was being offered by the electric company pursuant to 30 V.S.A. § 219a (h)(1)(A) as the statute existed on December 31, 2016, or qualified under state law as a system that did not count towards the capacity limit on net-metering contained in that statute.

"Preferred Site" means one of the following, provided that the site does not require significant forest clearing:

(1) A new or existing constructed impervious surface or structure whose primary use is not the generation of electricity or providing support for the placement of equipment that generates electricity.

(2) A parking lot canopy over a parking lot, provided that the location remains in use as a parking lot.

(3) A tract previously developed for a use other than siting a plant on which a structure or constructed impervious surface was lawfully in existence and use at any time during the year preceding the date an application for a certificate of public good under this Rule is filed. To qualify under this subdivision (3), more than half of the

energy generation component of the plant must be located within the footprint of either the existing structure or impervious surface. The project limits may not include any headwaters, streams, shorelines, floodways, rare and irreplaceable natural areas, necessary wildlife habitat, wetlands, endangered species, productive forest soils, or primary agricultural soils, all of which are as defined in 10 V.S.A. chapter 151. For purposes of this subsection, the energy generation component of the plant does not include interconnection facilities.

(4) Land certified by the Secretary of Natural Resources to be a brownfield site as defined under 10 V.S.A. § 6642, provided any request to the Secretary of Natural Resources for such certification includes a report from a diligent and appropriate investigation, as required by 10 V.S.A. chapter 159.

(5) A sanitary landfill as defined in 10 V.S.A. § 6602 and contiguous land, structures, appurtenances, and improvements on the land used for treating, storing, or disposing of solid waste, provided that the Secretary of Natural Resources certifies that the land constitutes such a landfill and contiguous land, structures, appurtenances, or improvements, and that the landfill is actively maintained under the authority of a post-closure certification, administrative order, or assurance of discontinuance, or in custodial care as recognized by the Agency of Natural Resources. To qualify under this subdivision (5), some portion of the plant must be located on the landfill cap.

(6) A gravel pit, quarry, or similar site for the extraction of a mineral resource, provided that:

(a) more than half of the energy generation component of the plant is located within the disturbed or previously disturbed portion of the extraction site. For purposes of this subsection, the energy generation component of the plant does not include interconnection facilities; and

(b) all state and local permit conditions related to reclamation of the site are satisfied before the operation of the plant.

(7) A specific location determined by the governing municipal legislative body and the municipal and regional planning commissions as suitable for the development of a

net-metering system consistent with applicable policies in their respective plans. The specific location must be identified in a letter or letters from the municipal legislative body and the municipal or regional planning commissions based on their evaluation after having received the 45-day notice for the project. Such letters in no way limit the ability of municipalities and regional planning commissions to participate in the Commission's review of the net-metering system proposed to be constructed on the location identified in the letter.

(8) A site listed on the National Priorities List (NPL) established under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. chapter 103, if the U.S. Environmental Protection Agency or the Agency of Natural Resources confirms that the site is listed on the NPL, and provided that the applicant demonstrates as part of its CPG application that:

(a) development of the plant on the site will not compromise or interfere with remedial action on the site; and

(b) the site is suitable for development of the plant.

(9) On the same parcel as, or directly adjacent to, a customer that has been allocated more than 50 percent of the net-metering system's electrical output. The allocation to the host customer may not be less than 50 percent during each of the first 10 years of the net-metering system's operation.

"Production Meter" means an electric meter that measures the amount of kWh produced by a net-metering system.

"Significant Forest Clearing" means clearing more than three acres of forest. For purposes of this Rule, the word forest means land that has at least 10 percent canopy cover by live trees of any size and associated naturally occurring vegetation or has had at least 10 percent canopy cover of live trees and associated naturally occurring vegetation in the past and has stumps, snags, or other evidence indicating that it has not been converted to a non-forest use at the time of a CPG application filing. To qualify as forest, an area must be at least one acre in size and 120 feet wide. In determining whether an area is at least one acre in size or 120 feet wide, any portion of a group or contiguous area of trees that extends beyond the project or parcel boundaries must be counted. Canopy cover must be measured from the outermost edge of tree crowns across a group or contiguous area of trees. The three-acre limit on significant

forest clearing is cumulative and includes each discrete area of any forest proposed for clearing. Clearing of individual trees that are not part of a forest will not count toward the three-acre limit on significant forest clearing.

"Substantial Change" means a change to a proposed or approved net-metering system that has the potential for significant impact with respect to any of the criteria of Section 248(b) or on the general good of the State under Section 248(a).

"Time-of-Use Meter" means an electric meter that measures the consumption of electricity during defined periods of the billing cycle.

"TOU" means time-of-use.

"Tradeable Renewable Energy Credit or REC" means all of the environmental attributes associated with a single unit of energy generated by a renewable energy source where:

(1) Those attributes are transferred or recorded separately from that unit of energy;

(2) The party claiming ownership of the tradeable renewable energy credits has acquired the exclusive legal ownership of all, and not less than all, the environmental attributes associated with that unit of energy; and

(3) Exclusive legal ownership can be verified through an auditable contract path or pursuant to the system established or authorized by the Commission, or any program for tracking and verifying the ownership of environmental attributes of energy that is legally recognized in any state and approved by the Commission.

PART II: REGISTRATIONS AND APPLICATIONS FOR CPGS

5.104 Eligibility

To be eligible to apply for a net-metering CPG under this Rule, an applicant must propose one of the following:

(A) A category I net-metering system;

(B) A category II net-metering system;

(C) A category III net-metering system;

(D) A category IV net-metering system; or

(E) A hydroelectric system with a capacity of 500 kW or less.

5.105 Registration of Hydroelectric Facilities, Ground-Mounted Photovoltaic Facilities of up to 15 kW in Capacity, Roof-Mounted Photovoltaic Net-Metering Systems of Any Capacity Up to 500 kW, and Mixed Ground- and Roof-Mounted Systems of up to 500 kW Where the Ground-Mounted Portion Does Not Exceed 15 kW

(A) Applicability. The registration procedure is applicable only to hydroelectric facilities, ground-mounted photovoltaic systems of up to 15 kW, photovoltaic net-metering systems that are mounted on a roof, and mixed ground- and roof-mounted systems of up to 500 kW where the ground-mounted portion of the system does not exceed 15 kW.

(B) Form and Content. A net-metering system under this subsection must be registered with the Commission in accordance with the filing procedures and registration form prescribed by the Commission and must contain all of the information required by the instructions for completing that form.

(C) Timeframes. Unless otherwise directed by the Commission, a CPG will be deemed issued by the Commission without further proceedings, findings of fact, or conclusions of law, and the applicant may commence construction of the system on the 15th day following the filing of the form.

(D) Service. Upon filing the net-metering registration form with the Commission, the Commission's electronic filing system will send notice of the registration to the electric company, the Department, and the Agency of Natural Resources.

(E) Interconnection. All CPGs deemed issued under this Rule are conditioned on the CPG holder complying with all electric company interconnection requirements. Interconnection approval must be obtained from the electric company pursuant to Rule 5.500.

(1) For systems up to 15 kW, a registration form filed under this Rule constitutes a Rule 5.500 interconnection application. The review of the

interconnection application by the electric company is governed by Rule 5.500.

(2) For systems greater than 15 kW, the applicant must obtain interconnection approval from the electric company under Rule 5.500 before submitting a registration form under this Rule.

5.106 Applications for Ground-Mounted Photovoltaic Net-Metering Systems Greater Than 15 kW and up to and Including 500 kW and for Facilities Using Other Technologies up to and Including 500 kW

(A) Applicability. This application procedure is applicable to ground-mounted photovoltaic net-metering systems that are greater than 15 kW and up to 500 kW in capacity and mixed ground- and roof-mounted systems of up to 500 kW where the ground-mounted portion of the system exceeds 15 kW. This application procedure is also applicable to net-metering systems that use eligible technologies other than photovoltaic systems. This application procedure does not apply to hydroelectric facilities or roof-mounted photovoltaic net-metering systems with no ground-mounted system.

(B) Form and Content. An application for a CPG under this subsection must be filed with the Commission in accordance with the Commission's current filing procedures, using the application form prescribed by the Commission, and must contain all of the information required by this Rule and the instructions for that form. The Commission will develop forms for:

(1) Photovoltaic systems where the capacity of the ground-mounted portion of the system is greater than 15 kW, up to and including 50 kW;

(2) Net-metering systems using a technology other than photovoltaics up to and including 50 kW; and

(3) Net-metering systems with a capacity of greater than 50 kW up to and including 500 kW.

(C) Advance Submission Requirements. The applicant must provide notice of the application as follows:

(1) Recipients Entitled to Advance Submission. The applicant must provide the following persons with an advance submission, at least 45 days in advance of filing the application with the Commission:

(a) the municipal legislative bodies and municipal and regional planning commissions in the communities where the project will be located;

(b) all adjoining landowners;

(c) the host landowner;

(d) the Department of Public Service;

(e) the Agency of Natural Resources;

(f) the Natural Resources Board, if the proposed net-metering system is located on a resource extraction site;

(g) the Division for Historic Preservation;

(h) the Agency of Agriculture Food and Markets;

(i) the electric company; and

(j) the Commission.

(2) Method of Service of Advance Submission. The applicant must provide the advance submission to the municipal legislative body, municipal planning commission, adjoining landowners, and the host landowner by first-class mail, personal delivery, or any other means authorized by the persons entitled to service. Adjoining landowners must be identified using the host town's certified grand list as it existed no more than 60 days before the date of the advance submission or online through the Vermont Center for Geographic Information database, municipality-specific databases, the Vermont Department of Taxes grand lists, or electronic versions of grand lists maintained by municipalities. An applicant must verify with the relevant municipality that the online database provides accurate and current information regarding parcel ownership within that municipality. Documentation of verification must be signed and attested to by an applicant. Service of the advance submission on the state agencies, electric company, and regional planning commission will occur through ePUC, the Commission's electronic filing system.

(3) Contents of Advance Submission. The advance submission must state that the applicant intends to file a Section 8010 application with the Commission, must identify the location of the project site, and must provide a description of and site plan for the proposed project, including any aesthetic mitigation plan, in sufficient detail to afford the recipient reasonable notice of the nature of the project so that the recipient is able to make an informed judgment as to any potential impact the construction or

operation of the project may have on any interest of the recipient that is within the Commission's jurisdiction to address. The submission must provide contact information and state that the recipient may file inquiries or comments with the applicant about the project and that the recipient will also have an opportunity to file comments with the Commission once the application is filed.

(4) Timing of Advance Submission and Application. If, within 180 days of the date of the advance submission, the applicant has not filed a complete application for the project that fully complies with the filing requirements of this Rule, the submission will be treated as withdrawn without further action required by the Commission.

(D) Filing Requirements. Applications must contain the following information. Failure to provide any required information will result in the application being deemed incomplete:

(1) Applicant name. The application must include the legal name (and the "doing business as" name, if different), contact information, Vermont business registration number (if applicable), and a description of the company or person making the application. For example:

XYZ Corporation (d/b/a ABC Solar)
Headquarters at 123 Maple Lane, Anytown, VT 05600
Service Agent: Jane Doe, Esq.
VT Business ID#: 12345

(2) Host landowner. The application must include the name and address of the legal owner of the land on which the proposed net-metering system would be built.

(3) Adjoining landowners. The application must include the names and addresses of all adjoining landowners. Adjoining landowners must be identified using the host town's certified grand list as it existed no more than 60 days before the date of the advance submission or online through the Vermont Center for Geographic Information database, municipality-specific databases, the Vermont Department of Taxes grand lists, or electronic versions of grand lists maintained by municipalities. An applicant must verify with the relevant municipality that the online

database provides accurate and current information regarding parcel ownership within that municipality. Documentation of verification must be signed and attested to by an applicant.

(4) Certification that advance submission requirements have been met. The applicant must certify that it has complied with the advance submission requirements listed above.

(5) Site plans. The applicant must provide a site plan for each project. A site plan must include:

(a) Proposed facility location, any project features, and project limits;

(b) Approximate property boundaries and setback distances from those boundaries to the corner of the closest project-related structure, approximate distances to any nearby residences, and dimensions of all proposed improvements;

(c) Proposed utilities, including approximate distance from source of power, sizes of service available and required, and approximate locations of any proposed utility or communication lines;

(d) Locations, specific descriptions, and the total acreage of any areas where vegetation is to be cleared or altered, proposed earth disturbance, a description of any proposed direct or indirect alterations to or impacts on wetlands or other natural resources protected under 30 V.S.A. § 248(b)(5), including the project limits, and the total acreage of forest clearing;

(e) Detailed plans for any drainage of surface and/or sub-surface water and plans to control erosion and sedimentation both during construction and as a permanent measure;

(f) Locations and specific descriptions of proposed screening, aesthetic mitigation, landscaping, groundcover, fencing, exterior lighting, and signs;

(g) Plans of any proposed access driveway, roadway, or parking area at the project site, including grading, drainage, and traveled width, as well as a cross-section of the access drive indicating the width, depth of gravel, paving, or surface materials; and

(h) The latitude and longitude coordinates for the proposed project

(6) Wetland delineation. The applicant must provide either a wetland delineation prepared by a qualified consultant, or a letter from the district wetland ecologist or a qualified consultant stating that no delineation is necessary because the net-metering system will not be proximate to any significant wetlands. The wetland delineation must have been completed within the five years before the date of the application.

(7) Response to comments received in response to 45-day advance submission. The applicant must file a document summarizing the comments and recommendations received in response to the 45-day notice. The document must respond to the issues raised in those comments and recommendations and must state what steps the applicanthas taken to address those issues or why the applicant is unable to do so.

(8) Preferred-Site Documentation.

(a) Brownfields. If a project will be located on a brownfield and an applicant claims preferred-site status under subsection (4) or (7) of the definition of “preferred site,” the applicant must provide a site investigation report, as required by the Agency of Natural Resources’ Investigation and Remediation of Contaminated Properties Rule, or a letter from the Secretary of Natural Resources stating that a site investigation report is not necessary.

(b) Resource extraction sites. If a project will be located on a resource extraction site and an applicant claims preferred-site status under subsection (6) or (7) of the definition of “preferred site,” the applicant must provide:

(i) Evidence depicting what is or was the disturbed portion of the site, which may include plans for the extraction site, aerial photographs, topographic surveys, and information about vegetative communities; and

(ii) If the extraction site has state or local permits with reclamation requirements, copies of such permits and documentation from the permitting agency stating that all permit reclamation requirements have been or will be

satisfied before operation of the plant.

(9) Proof of interconnection approval. The applicant must receive approval to interconnect the proposed net-metering system to the interconnecting utility's distribution system before filing an application. Interconnection applications and disputes about interconnection requirements are governed by Rule 5.500.

(10) A statement of whether the proposed net-metering system will be in a flood hazard area or river corridor and whether the proposal will comply with the Agency of Natural Resources' Flood Hazard Area and River Corridor Rule.

(11) Adjacent facilities. The applicant must identify any known (e.g., visible from the project site, or developed by the same applicant, developer, installer, or an affiliated entity) existing or planned generation facilities on the same or an adjacent parcel as the proposed net-metering system. The applicant must:

(a) State the distance between the facilities;

(b) Identify the owner(s) of the facilities and explain their relationship, if any;

(c) Describe the timing of the construction of the facilities;

(d) Identify and describe any infrastructure shared by the facilities; and

(e) Provide a site plan showing the two facilities.

(12) Systems greater than 50 kW must provide the following:

(a) Required evidence, project narrative, proposed findings, and proposed CPG. The applicant must provide evidence demonstrating that the proposed net-metering system will meet the criteria applicable to the system under Section 5.111 of this Rule. A witness sponsoring evidence must file a notarized affidavit stating that the information provided is accurate to the best of the witness's knowledge. All evidence must be sponsored by a witness. The witness must further attest to having personal knowledge to be able to testify as to the validity of the information

contained in the evidence. The applicant must include a brief project narrative describing the project in plain terms. The applicant must file proposed findings of fact and a proposed CPG with the application.

(b) The presence and total acreage of primary agricultural soils as defined in 10 V.S.A. § 6001 on each tract to be physically disturbed in connection with the construction and operation of the net-metering system, the amount of those soils to be disturbed, and any other proposed impacts to those soils.

(c) For each proposed structure, the applicant must provide elevation drawings. The elevation drawings must be to appropriate scales but no smaller than 1"/20'.

(i) The applicant must include two elevation drawings of the proposed structures drawn at right angles to each other, showing the ground profile to at least 100 feet beyond the edge of any proposed clearing, and showing any guy wires or supports. The elevation drawing must show height of the structure above grade at the base, and describe the proposed finish of the structure.

(ii) The elevation drawing must indicate the relative height of the facility to the tops of surrounding trees as they presently exist.

(d) Local and regional plans. The applicant must provide copies of the relevant sections of any town plan and regional plan in effect in the community in which the proposed facility will be located. The applicant must describe how the project complies with or is inconsistent with the land conservation measures in those plans.

(e) Decommissioning plan. All applications for net-metering systems with capacities equal to or greater than 150 kW must include a decommissioning plan that provides for the removal and safe disposal of project components and the restoration of any primary agricultural soils, if such soils are present within the net-metering

system's project limits.

(E) Review for Administrative Completeness. Commission staff will review all filed applications to determine whether they are administratively complete enough to process. Applicants should receive an e-mail message with the results of this review within 7 days of the date the Commission received the application; however, the expiration of this time period without the receipt of an e-mail message does not constitute a determination that the application is administratively complete enough to process. If the application is found to be complete, the applicant must provide copies of the application to the persons set forth in Sections 5.106(F), below. If the application is found to be incomplete, the applicant will be informed of the deficiencies and will be given an opportunity to cure them. A determination that an application is administratively complete enough to process is not a legal determination regarding the sufficiency of the information included in the application.

(F) Service of Notice of Applications. Within 2 days after the application is determined to be administratively complete, the applicant must serve notice of the application in accordance with this section.

(1) Entities Entitled to Notice of the Application:

(a) the municipal legislative bodies and the municipal and regional planning commissions where the net-metering system will be located;

(b) the host landowner;

(c) all adjoining landowners;

(d) the Department of Public Service;

(e) the Agency of Natural Resources;

(f) the Natural Resources Board, if the proposed net-metering systems is located on a resource extraction site;

(g) the Division for Historic Preservation;

(h) the Agency of Agriculture Food and Markets; and

(i) the electric company.

(2) Method of Service.

Notice to state agencies, the electric company, and regional planning commissions will occur through ePUC. The applicant must provide notice to any affected municipal legislative body and planning commission, host landowner, and adjoining landowners

by first-class mail, personal delivery, or any other means authorized by the person entitled to service. This notice must include, at a minimum, the case number, a reference and link to the advance submission required under Rule 5.106(C), a general description of the proposed net-metering system and its location, a statement that a complete application has been filed with the Commission and that the case has been opened, and information and a link that will allow the recipient to access the complete application electronically. The notice must also include instructions on how a recipient can contact the applicant to obtain a hard copy of the complete project plans and petition if the recipient is not able to access them electronically. If a hard copy is requested by the recipient, the applicant must serve it by first-class mail or its equivalent within 4 days of the request.

(G) Effect of Failure to Provide Timely Service. The Commission will grant reasonable extensions of time to the entities listed under (F)(1), above, to make a responsive filing when the applicant fails to cause timely service of notice of an application.

5.107 [DELETED]

5.108 Amendments to Pending Registrations and Applications

(A) An applicant may amend a pending Section 5.105 registration by filing an amended registration form in the pending registration case. The applicant must pay the modification fee set forth in 30 V.S.A. § 248c(d). The filing of an amended registration form will trigger a new 14-day review period and a CPG will be deemed issued on the 15th day after the filing, unless otherwise ordered by the Commission.

(B) An applicant may amend a pending Section 5.106 application by filing a motion in the pending application case. The applicant must pay the modification fee set forth in 30 V.S.A. § 248c(d). Applicants must provide notice of all substantial changes to all persons and entities who were entitled to receive a copy of the original application. The motion must include sufficient information, including an amended site plan, so that the Commission can understand the nature of the proposed change and its impact, if any, under any of the Section 248 criteria. In response to a motion to amend, the Commission

may, in its discretion:

(1) request additional information from the applicant;

(2) request comments from interested persons; and

(3) undertake any other process necessary to ensure the adequate review of the proposed amendment.

(C) Effect of amendment on applicable REC and siting adjustors. Except as provided below, the REC and siting adjustors applicable to an amended net-metering system, if any, will be based on the date that the first, complete application or registration was filed with the Commission and not on the date that the amendment request was filed. An amendment or series of amendments that increase the capacity of a net-metering system by more than 5% or 15 kW, whichever is greater, will trigger the application of the most recently adopted siting and REC adjustors to the entire output of the amended net-metering system.

(D) Any amendment that is a material modification, as that term is defined in Rule 5.500, must be approved by the interconnecting utility before the amendment motion is filed with the Commission.

5.109 Substantial Changes to Approved Net-Metering Systems and Amendment of CPGs

Commission approval is required for any substantial change to the plans of a net-metering system that has been issued or deemed issued a certificate of public good. An amended CPG, necessitated by changes substantial or non-substantial, may be obtained in the following manner:

(A) If the amended system meets the eligibility criteria to register for a CPG under Section 5.105, then the CPG holder may obtain an amended CPG by filing a revised registration form with the Commission. The registration must be filed as a new case in ePUC and will receive a new case number. The CPG holder requesting an amendment must submit the fee due for modifications under 30 V.S.A. § 248c(d)(3)(B).

(B) Amendment of CPGs issued pursuant to Rule 5.106. If the approved net-metering system has not been commissioned at the time the change is proposed, a request for an amendment to the CPG may be filed in the same case in which the CPG was issued. If the case in which the CPG was issued has been closed, the CPG holder must contact the Clerk of the Commission before filing. If the approved net-metering system has been commissioned, then the request for an amendment must be filed in a new case. The CPG holder requesting an amendment must submit the fee due for modifications under 30 V.S.A. § 248c(d)(3)(B).

(1) The CPG holder must provide notice of substantial changes to all parties to

the original CPG case and the entities entitled to notice of a new application, including any newly affected adjoining landowners. Notice does not need to be given to previous adjoining landowners who have transferred their interests since the time of the project's approval. New case procedures, including the provision of a 45-day advance submission, do not apply. The request must include evidence addressing each of the applicable Section 248 criteria under which the change has the potential to have a significant impact.

(2) The CPG holder must provide notice of requests for amendments to CPGs that are the result of non-substantial changes to the parties to the original CPG case. New case procedures, including the provision of a 45-day advance submission, do not apply. The request must include sufficient information for the Commission to determine that the proposed changes do not have the potential for significant impact under the applicable Section 248 criteria.

(C) The maintenance and repair of net-metering systems and the replacement of equipment with like equipment do not require advance notice or Commission approval.

(D) Effect of amendment on applicable REC and siting adjustors. Except as provided below, the REC and siting adjustors applicable to an amended net-metering system, if any, will be based on the date that the first, complete application or registration was filed with the Commission and not on the date that the amendment request was filed. An amendment or series of amendments that increase the capacity of a net-metering system by more than 5% or 15 kW, whichever is greater, will trigger the application of the most recently adopted siting and REC adjustors to the entire output of the amended net-metering system.

(E) Any amendment that is a material modification, as that term is defined in Rule 5.500, must be approved by the interconnecting utility before the amendment is proposed to the Commission.

5.110 Transfer and Abandonment of CPGs

(A) A CPG for a net-meteringsystem is deemed to be automatically transferred when the property hosting a net-metering system is sold or legal title is otherwise conveyed to a new owner. The new owner may continue operating the net-metering system provided that the new owner provides written notice of the transfer to the electric company.

(B) A CPG for a net-metering system that is transferred independently of a change in ownership of the property hosting the net-metering system may be transferred provided that:

(1) the original certificate holder is in compliance with all terms and conditions of the CPG;

(2) the new certificate holder complies with all terms and conditions of the

CPG and complies with this Rule 5.100; and

(3) within 30 days after acquiring ownership of the system, the new owner of a ground-mounted system completes and files an official transfer form with the Commission, the Department of Public Service, the Agency of Natural Resources, and the electric company, or within 30 days after acquiring ownership of the system, the new owner of a roof-mounted system completes and files an official transfer form with the Commission, the Department of Public Service, and the electric company.

(C) Abandonment. Non-use of a CPG for a period of one year following the date the CPG is issued will result in the revocation of the CPG without further action by the Commission. For the purpose of this section, for a CPG to be considered used, the net-metering system must be commissioned. A CPG holder may obtain an automatic one-year extension of time by providing written notice to the Commission and the electric company. Such notice must be (1) filed in the case in which the CPG was issued or deemed issued, unless the case is closed, in which case the filer should contact the Clerk, and (2) filed before the one-year anniversary of CPG issuance; otherwise the CPG will be deemed revoked. Further extensions will only be granted upon written request and for good cause shown before expiration of the CPG. A CPG holder may abandon a CPG before construction by providing written notice to the Commission, the Department, the Agency of Natural Resources, and the electric company.

5.111 Substantive Criteria of 30 V.S.A. § 248(b) Applicable to Net-Metering CPG Registrations and Applications

Pursuant to 30 V.S.A. § 8010, which provides that the Commission may waive the requirements of 30 V.S.A. § 248(b) that are not applicable to net-metering systems, the Commission will review registrations and applications for net-metering systems for compliance with the following statutory criteria. All other criteria are conditionally waived.

(A) For state-jurisdictional hydroelectric net-metering systems and for net-metering systems that are located on a new or existing structure whose primary use is not the generation of electricity or providing support for the placement of equipment that generates electricity: 30 V.S.A. § 248(b)(3).

(B) For net-metering systems that are not located on a new or existing structure whose primary use is not the generation of electricity or providing support for the placement of equipment that generates electricity and that elect to *transfer* the tradeable renewable energy credits to the electric company: 30 V.S.A. §§ 248(b)(1); (b)(3); (b)(5), except that the applicant does not need to address the effect of the net-metering system on municipal services, educational services, transportation, water conservation, sufficiency of water, existing water supply, or greenhouse gases; (b)(8); and Section 248(s).

(C) For net-metering systems that are not located on a new or existing structure whose primary use is not the generation of electricity or providing support for the placement of equipment that generates electricity and that elect to *retain* the tradeable renewable energy credits generated by the net-metering system: 30 V.S.A. §§ 248(b)(1); (b)(2); (b)(3); (b)(5), except that the applicant does not need to address the effect of the net-metering system on municipal services, educational services, transportation, water conservation, sufficiency of water, existing water supply, or greenhouse gases; (b)(8); and Section 248(s).

5.112 Aesthetic Evaluation of Net-Metering Projects

(A) Quechee Test. In determining whether a net-metering system satisfies the aesthetics criterion contained in 30 V.S.A. § 248(b)(5), the Commission applies the so-called "Quechee test" as described in the case *In Re Halnon*, 174 Vt. 515(2002) (mem.), set forth below:

(1) Step one: Determine whether the project would have an adverse impact on aesthetics and the scenic and natural beauty of an area because it would not be in harmony with its surroundings. If the answer is no, then the project satisfies the aesthetics criterion. If yes, move on to step two.

(2) Step two: The adverse impact will be found to be undue if any one of the three following questions is answered affirmatively:

(a) Would the project violate a clear, written community standard intended to preserve the aesthetics or scenic, natural beauty of the area?

(b) Would the project offend the sensibilities of the average person?

(c) Have the applicants failed to take generally available mitigating

steps that a reasonable person would take to improve the harmony of the proposed project with its surroundings?

(B) Adverse Aesthetic Impact. In order to determine that a project would have an adverse impact on aesthetics and the scenic and natural beauty under subsection (A)(1), above, the Commission must find that a project would be out of character with its surroundings. Specific factors used in making this evaluation include the nature of the project's surroundings, the compatibility of the project's design with those surroundings, the suitability of the project's colors and materials with the immediate environment, the visibility of the project, and the impact of the project on open space.

(C) Clear, Written Community Standard. In order to find that a project would violate a clear, written community standard, the Commission must find that the Project is inconsistent with a provision of the applicable town or regional plan that:

(1) Designates specific scenic resources in the area where the project is proposed. Statements of general applicability do not qualify as clear, written community standards. For example, the general statement that "agricultural fields shall be preserved" would not qualify because the statement does not designate specific resources as scenic. The statement "the agricultural fields to the west of Maple Road are scenic resources that must be preserved" would qualify because it designates specific resources as scenic.

(2) Provides specific guidance for project design. For example, the statement "only dwellings, forestry, and agriculture are permitted within the Maple Road scenic protection area" would be a clear standard because it states with specificity what type of development is permitted. The statement "all development in the Maple Road scenic protection area must maintain the rural character of the area" would not be a clear standard because it does not state with specificity what type of development is permitted.

(D) Offend the Sensibilities of the Average Person. A project will be found to offend the sensibilities of the average person if the project would be so out of character with its surroundings or so significantly diminish the scenic qualities of the area as to be offensive or shocking to the average person. In determining whether a project would offend the sensibilities of an average person, the Commission will consider the perspective of an average person viewing the project from both adjoining residences and from public vantage points.

(E) Generally Available Mitigating Steps. In determining whether an applicant has taken generally available mitigating steps, the Commission may consider the following:

(1) what steps, such as screening, the applicant is proposing to take;

(2) whether the applicant has adequately considered other available options for siting the project in a manner that would reduce its aesthetic impact;

(3) whether the applicant has adequately explained why any additional mitigating steps would not be reasonable; and

(4) whether mitigation would frustrate the purpose of the Project.

5.113 Setbacks

Applicants seeking authorization to construct a ground-mounted net-metering system must comply with the following minimum setback requirements:

(1) From a state or municipal highway, measured from the edge of the traveled way:

(a) 100 feet for a solar facility with a plant capacity exceeding 150 kW; and

(b) 40 feet for a solar facility with a plant capacity less than or equal to 150 kW but greater than 15 kW.

(2) From each property boundary that is not a state or municipal highway:

(a) 50 feet for a solar facility with a plant capacity exceeding 150 kW; and

(b) 25 feet for a solar facility with a plant capacity less than or equal to 150 kW but greater than 15 kW.

(3) This subsection does not require a setback for a solar facility with a plant capacity equal to or less than 15 kW.

(4) In the case of a net-metering wind turbine, the facility must be set back from all property boundaries and public rights-of-way by a distance equal to at least twice the height of the turbine, as measured from the tip of the blade.

(5) On review of an application, the Commission may either require a larger setback than this subsection requires, or approve an agreement to a smaller setback among the applicant, the municipal legislative body, and each owner of property adjoining the smaller setback.

PART III: PARTICIPATING IN THE REVIEW OF APPLICATIONS FOR CPGS

Part III describes the procedures available to the public and parties during the review of net-metering applications filed pursuant to Section 5.106. Part III does not apply to the review of net-metering registrations filed pursuant to Section 5.105.

5.114 Obtaining Information About a Net-Metering CPG Application

Interested persons may obtain information about a net-metering CPG application by visiting ePUC at https://epuc.vermont.gov or by contacting the Clerk of the Commission.

5.115 Rules and Processes Applicable to the Review of Net-Metering CPG Applications

The purpose of this Rule is to simplify the process of participating in the review of applications for net-metering CPGs. In keeping with this purpose, the process for reviewing CPG applications is described in Sections 5.116 through 5.124, below. Any procedure not described in this Rule is governed by the provisions of Rule 2.200. Where there is a conflict between the procedures described in this Rule and any other Commission rule, the provisions of this Rule govern.

5.116 Submission of Public Comments

When a net-metering application is filed with the Commission, the public may file comments addressing whether the application should be approved. Public comments that do not include a notice of intervention, a motion to intervene, or a request for hearing may be filed using ePUC, by email to puc.clerk@vermont.gov, or in paper. All public comments concerning an application must be filed with the Commission, with a copy sent to the applicant unless the comment was filed in ePUC, within 30 days from the date of notification by the Commission that the application is administratively complete. These public comments will be viewable on the Commission's electronic filing system. The applicant may file a written response to all timely filed public comments with the Commission within 14 days of the close of the 30-day public comment period, unless otherwise directed by the Commission.

5.117 Party Status in Net-Metering CPG Proceedings

(A) When a person wishes to participate in the review of a CPG application as a party, which is a prerequisite to filing an appeal of a final Commission decision, such person must

obtain party status from the Commission.

(B) The following persons must obtain party status as follows:

(1) The Vermont Department of Public Service, and the Agency of Natural Resources are parties in any proceeding under this~~ Ru~~le.

(2) The following persons will obtain party status from the Commission only after filing a notice of intervention. All notices of intervention must be filed using ePUC unless the filing is accompanied by a request for a waiver under Commission Rule 2.107 to allow for paper filings. If a notice of intervention is filed in paper along with a request for a waiver of the requirement to use ePUC, the filer must mail copies of the entire filing to all parties in the case. Filers can obtain a list of names and addresses of the parties in the case by contacting Commission administrative staff at 802-828-2358 or puc.clerk@vermont.gov. The Commission will provide a form for such purpose:

(a) the electric company;

(b) the legislative body and the planning commission of the municipality in which a facility is located, pursuant to 30 V.S.A. § 248(a)(4)(F);

(c) the regional planning commission of the region in which a facility is located;

(d) the regional planning commission of an adjacent region if the distance between the net-metering system's nearest component and the boundary of that adjacent region is less than or equal to 500 feet or 10 times the height of the facility's tallest component, whichever is greater;

(e) the legislative body and planning commission of an adjacent municipality if the distance between the net-metering system's nearest component and the boundary of that adjacent municipality is less than or equal to 500 feet or 10 times the height of the facility's tallest component, whichever is greater;

(f) adjoining landowners;

(g) the Vermont Agency of Agriculture Food and Markets;

(h) the Vermont Division of Historic Preservation; and

(i) the Natural Resources Board.

(C) Any other person seeking to participate in a net-metering proceeding as a party must file a motion to intervene either in accordance with Commission Rule 2.209 or by filing a form developed by the Commission for use under this Rule. All motions to intervene must be filed using ePUC unless the filing is accompanied by a request for a waiver under Commission Rule 2.107 to allow for paper filings. If a motion to intervene is filed in paper along with a request for a waiver of the requirement to use ePUC, the filer must mail copies of the entire filing to all parties in the case. Filers can obtain a list of names and addresses of the parties in the case by contacting Commission administrative staff at 802-828-2358 or puc.clerk@vermont.gov.

(D) Any person who obtains party status acquires all of the legal rights and obligations of a party in a Commission proceeding. The filing of public comments on an application and the consideration of such public comments by the Commission do not confer party status. Party status is conferred only upon the filing of a notice of intervention by the persons listed in (B)(3), above, or upon issuance of an order from the Commission granting a duly filed motion to intervene.

5.118 Requests for Hearing

The review of net-metering CPG applications is based upon the information contained in the application filed by the applicant. If a party wishes to offer contrary evidence or to challenge the accuracy of information contained in an application, then the party must request a hearing to present such evidence and argument. A party must file a request for hearing within 30 days from the date of notification by the Commission that the application is administratively complete. The request must identify the proposed issues to be resolved through the hearing. Unless the party has already been granted party status by the Commission, a request for a hearing must be accompanied by a notice of intervention or motion to intervene, pursuant to Section 5.117 of this Rule.

5.119 Circumstances When the Commission Will Grant a Request for Hearing

(A) The Commission will grant a request for a hearing only if such request is filed by a party. Such a request may be included with a notice of intervention or motion to intervene. A

hearing requested by a party will be granted provided that the request raises:

(1) one or more substantive issues under the applicable Section 248 criteria; or

(2) a substantive issue that is within the Commission's jurisdiction to resolve.

(B) Requests must be supported by more than general or speculative statements. For example, it is not sufficient to state that an application "violates Section 248(b)(5)." Instead, a party should state with specificity why the project raises a substantive issue under the Section 248 criteria. For example: "The application raises an issue under the aesthetics criterion under Section 248(b)(5) because the applicant has not proposed adequate mitigation to screen the western portion of the project from Maple Street."

5.120 Scheduling Conferences and Status Conferences

In cases where the Commission has determined that a hearing will be held, on reasonable notice the Commission will conduct a scheduling conference prior to the hearing. The Commission may also conduct additional status conferences as necessary. . The following topics may be addressed at a scheduling or status conference:

(a) clarifying the issues to be addressed at the hearing and, if possible, narrowing them;

(b) identifying evidence, documents, witnesses, stipulations, and other offers of proof to be presented at a hearing;

(c) promoting the expeditious, informal, and nonadversarial resolution of issues and the settlement of differences;

(d) requiring the timely exchange of information concerning the application;

(e) setting a schedule for the prefiling of testimony and exhibits; and

(f) such other matters as the Commission deems appropriate.

5.121 [DELETED]

5.122 Procedure for Hearings

(A) Notice. Prior to any hearing conducted under this Rule, each party will receive a notice stating the time, place, and nature of the hearing. The notice will include a short and plain statement of the matters at issue in the hearing and a statement of the statutes and rules involved

in the case.

(B) Order of Witnesses, Marking of Exhibits. At the hearing the Commission will establish the order in which the parties will present their witnesses and evidence. At that time all exhibits and any other documents to be entered into the record must be marked for identification (for example, Exhibit Applicant-1).

(C) Pre-Filed Testimony and Exhibits. Each party must pre-file a copy of all testimony and exhibits with the Commission. Copies of such filings must be provided to the applicant and other parties at the time of filing. At the discretion of the Commission, parties may present live direct or rebuttal testimony.

(D) Cross-Examination. At the hearing, each party will be afforded a reasonable opportunity to ask questions of other parties' witnesses.

(E) Evidence. The Rules of Evidence, as modified by 3 V.S.A. § 810, apply in hearings under this Rule.

(F) Transcript. Any hearing will be transcribed and a transcript will be made available to the public by the Commission.

(G) Briefs, Proposed Findings of Fact. At the conclusion of the hearing, the parties will state whether they wish to file proposed findings of fact or legal briefs. A schedule for making such filings will be established, if necessary.

5.123 Decisions

After the conclusion of the hearing and after the submission of any briefs and proposed findings of fact, the Commission will issue a written decision in the case. In a case where a majority of the Commission members have not heard the case or read the record, a proposal for decision will be provided to the parties for comment and opportunity for oral argument prior to the issuance of a final decision.

5.124 Appeals of Commission Decisions

Information about how to appeal a Commission decision to the Vermont Supreme Court will be provided with any final order from the Commission.

PART IV: THE NET-METERING PROGRAM

5.125 Pre-Existing Net-Metering Systems

(A) Eligibility. A pre-existing net-metering system must:

(1) have a complete CPG application filed with the Commission prior to January 1, 2017;

(2) the complete CPG application must have been filed at a time when the electric company was accepting net-metering systems pursuant to 30 V.S.A. § 219a(h)(1)(A) as the statute existed on December 31, 2016, orqualified under state law as a system that did not count towards the capacity limit on net-metering contained in that statute; and

(3) not have been amended to increase its capacity by more than 5% or 15 kW, whichever is greater, after the effective date of this Rule.

(B) [DELETED]

(C) Applicable Rates for Pre-Existing Net-Metering Systems. Customers using pre-existing net-metering systems shall, for a period of 10 years from the date of the net-metering system's commissioning, be credited for generation according to the rates and incentives provided for in 30 V.S.A. § 219a, as the statute existed on December 31, 2016, and the Commission's rules implementing that statute. If the customer's system was commissioned before the electric company's first rate schedule to comply with Section 219a(h)(1)(K) took effect, then the 10-year period shall run from the effective date of the electric company's first rate schedule implementing the incentive. At the end of the applicable 10-year period, customers using pre-existing net-metering systems shall be credited for excess generation as provided in Section 5.126 of this Rule or its successor.

(D) Non-Bypassable Charges. For a period of 10 years from the date that a pre-existing net-metering system was commissioned, a customer using that net-metering system may apply any accrued net-metering credits to any charge irrespective of whether that charge is a non-bypassable charge.

(E) Adjustors Not Applicable to Pre-Existing Net-Metering Systems. Pre-existing net-metering systems are not subject to any siting adjustors or REC adjustors established under this Rule.

(F) Tradeable Renewable Energy Credits. Any tradeable renewable energy credits created by pre-existing net-metering systems will continue to be either retained by the customer or transferred to the electric company per the election made by the applicant at the time of application for its CPG. For CPG applications filed prior to the time when such election was available, tradeable renewable energy credits are retained by the customer.

(G) Existing Groups Using Pre-Existing Net-Metering Systems. Notwithstanding Sections 5.129(C) through (E), an existing group or customer may have more than 500 kW of pre-existing net-metering systems attributed to the group or customer if these net-metering arrangements were requested prior to January 1, 2017.

(H) Provisions of This Rule Applicable to Pre-Existing Net-Metering Systems. Pre-existing net-metering systems are subject only to the following provisions of this Rule.

(1) 5.109 (Amendments to Approved Net-Metering Systems);

(2) 5.110 (Transfers and Abandonment);

(3) 5.126 (Energy Measurement), except as modified by (C), above, and except that a customer is not required to install a production meter at a pre-existing system pursuant to 5.126(A)(1);

(4) 5.129 (Billing Standards and Procedures);

(5) 5.131 (Interconnection Requirements);

(6) 5.132 (Disconnection of Net-Metering Systems);

(7) 5.135 (Participation in Wholesale Markets);

(8) 5.137 (Energy Storage Facility Electrically Connected to a Net-Metering System); and

(9) 5.138 (Compliance Proceedings).

(I) All other net-metering systems are subject to all provisions of this Rule.

5.126 Energy Measurement for Net-Metering Systems

(A) Electric energy measurement for net-metering systems must be performed in the following manner:

(1) At its own expense, the applicant must install a production meter to measure the electricity produced by the net-metering system.

(2) Individual Net-Metering System Billing: For customers who elect to wire

net-metering systems such that they offset consumption on the billing meter, the billing meter establishes billing determinants for the customer's bill based on the rate schedule for the customer.

(a) At the end of the billing period, the electric company must net electricity produced with electricity consumed.

(i) If electricity consumed by the customer exceeds the electricity produced by the net-metering system, the customer must be billed the difference, net of any credit accumulated in the preceding 12 months. Credits may not be applied to non-bypassable charges as identified in a utility's tariff.

(ii) If the electricity produced by the net-metering system exceeds the electricity consumed, the excess generation must be monetized at the applicable blended residential rate. The monetized credit applies to all charges on the bill not identified as non-bypassable charges in a utility's tariff.

(iii) For the first 10 years after the system is commissioned, any zero or positive siting or REC adjustor set forth in the net-metering facility's CPG is multiplied by the kWh from the production meter and applied to the bill as a credit. For example, the $0.01/kWh siting adjustor for net-metering systems 15 kW or less will result in such systems receiving a bill credit of $0.01/kWh multiplied by all kWh on the production meter.

(iv) Any negative siting or REC adjustor set forth in the net-metering facility's CPG is multiplied by the kWh from the production meter and applied to the bill as an additional charge. For example, the -$0.03/kWh REC adjustor for net-metering systems that retain their RECs will result in such systems receiving a bill charge of $0.03/kWh

multiplied by all kWh on the production meter.

(v) If credits remain after being applied to all charges not identified in an electric company's tariff as non-bypassable charges, such credits must be tracked, applied, or carried forward on customer bills, as described in Section 5.129.

(3) Group Net-Metering System Billing for Systems Not Directly Interconnected: For customers who elect to wire group net-metering systems such that they offset consumption on the billing meter, the billing meter establishes the billing determinants for the customer's bill based on the rate schedule for the customer.

(a) At the end of the billing period, the electric company must net electricity produced with electricity consumed on the generation account.

(i) If electricity consumed by the customer exceeds the electricity produced by the net-metering system, the customer must be billed the difference, net of any credit accumulated in the preceding 12 months. Credits may not be applied to non-bypassable charges as identified in a utility's tariff.

(ii) If the electricity produced by the net-metering system exceeds the electricity consumed, the excess generation must be allocated to group members and monetized at the applicable blended residential rate. The monetized credit applies to all charges on the bill not identified as non-bypassable charges in a utility's tariff.

(iii) For the first 10 years after the system is commissioned, any zero or positive siting or REC adjustor set forth in the net-metering facility's CPG is multiplied by the kWh from the production meter, allocated to the group members and applied to the bills as credits. For example, the $0.01/kWh siting adjustor for net-metering systems 15 kW or less will

result in such systems receiving a bill credit of $0.01/kWh multiplied by all allocated kWh from the production meter.

(iv) Any negative siting or REC adjustor set forth in the net-metering facility's CPG is multiplied by the kWh from the production meter, allocated to the group members, and applied to the bills as additional charges. For example, the negative $0.03/kWh REC adjustor for net-metering systems that retain their RECs will result in such systems receiving a bill charge of $0.03/kWh multiplied by all allocated kWh from the production meter.

(v) If credits remain on group members' bills after being applied to all charges on the bills not identified as non-bypassable charges in an electric company's tariff, such credits must be tracked, applied, or carried forward on group member bills, as described in Section 5.129.

(4) Group Net-Metering System Billing for Systems Directly Interconnected: For customers who elect to wire group net-metering systems such that the generation is directly connected to the utility grid and does not also offset any customer's billing meter, the electricity produced by the net-metering system, all of which is excess generation as defined in this Rule, must be allocated to the group members and monetized at the applicable blended residential rate before netting. The monetized credit applies to all charges on the bill not identified as non-bypassable charges.

(a) For the first 10 years after the system is commissioned, any zero or positive siting or REC adjustor set forth in the net-metering facility's CPG is multiplied by the kWh from the production meter, allocated to the group members, and applied to the bills as credits. For example, the $0.01/kWh siting adjustor for net-metering systems 15 kW or less will result in such systems receiving a bill credit of $0.01/kWh multiplied by all allocated kWh from the production meter.

(b) Any negative siting or REC adjustor set forth in the net-metering facility's CPG is multiplied by the kWh from the production meter, allocated to the group members, and applied to the bills as additional charges. For example, the negative $0.03/kWh REC adjustor for net-metering systems that retain their RECs will result in such systems receiving a bill charge of $0.03/kWh multiplied by all allocated kWh from the production meter.

(c) If credits remain on group members' bills after being applied to all charges on the bills not identified as non-bypassable charges in an electric company's tariff, such credits must be tracked, applied, or carried forward on group member bills, as described in Section 5.129.

(B) As part of a tariff filed for Commission approval pursuant to this Rule, an electric company may propose alternative methods of energy measurement for group net-metering systems if the application of Section (A), above, would cause unreasonable administrative burdens for the electric company. Such alternatives may not displace any of the applicable adjustors, credits, or charges provided inthis Rule.

5.127 Determination of Applicable Rates and Adjustors

(A) Depending on the electric company service territory in which the net-metering system is located, the blended residential rate used to determine the value of credits for excess generation is the lowest of the following:

(1) For electric companies whose general residential service tariff does not include inclining block rates, the $/kWh charge set forth in that utility's tariff for general residential service;

(2) For electric companies whose general residential service tariff includes inclining block rates, a blend of those rates determined by adding together all of the revenues to the company during the most recent calendar year from kWh sold under those block rates and dividing the sum by the total kWh sold by the company at those rates during the same year. Each electric company whose general residential service tariff includes inclining

block rates must perform this calculation by February 1 of each even-numbered year. Any change to the blended residential rate calculated pursuant to this subsection must be included in a tariff compliance filing made pursuant to Section 5.128(H) of this Rule; or

(3) The weighted average of the blended residential rates for all Vermont electric companies. The average is weighted by the annual retail sales of the electric companies.

(B) The REC adjustors are determined as follows:

(1) At the time an application for authorization to construct the net-metering system is filed with the Commission, the applicant must elect whether to retain ownership of any RECs generated by the system or whether to transfer such RECs to the electric company. This election is irrevocable. The electric company must retire all RECs transferred to it by a net-metering customer.

(2) The REC adjustor for a net-metering system must be calculated in dollars per kWh ($/kWh) at the time the Commission issues the net-metering system a CPG. A zero or positive REC adjustor applies for a period of 10 years from the date the system is commissioned; a negative REC adjustor applies in perpetuity. Except for systems that register pursuant to Section 5.105 of this Rule, both the amount and the term of the REC adjustor will be stated in the net-metering system's CPG.

(3) The value of the REC adjustors are those set in the most recent biennial update order issued by the Commission pursuant to Section 5.128. Hydroelectric facilities net-metering under this rule are not subject to a REC adjustor.

(C) The siting adjustors are determined as follows:

(1) In order to provide incentives for the appropriate and beneficial siting of net-metering systems, each net-metering system may receive the highest-value siting adjustor for which it meets the applicable criteria. The net-metering system's siting adjustor must be expressed in dollars per kWh ($/kWh) at the time the Commission issues the net-metering system a

CPG. A zero or positive siting adjustor applies for a period of 10 years from the date the system is commissioned; a negative siting adjustor applies in perpetuity. Except for systems that register pursuant to Section 5.105 of this Rule, both the amount and the term of the siting adjustor must be stated in the net-metering system's CPG.

(2) The value of the siting adjustors for Category I through IV facilities and hydroelectric facilities are those set in the most recent biennial update order issued by the Commission pursuant to Section 5.128.

5.128 Biennial Update Proceedings

(A) The Commission must conduct a biennial update in 2024 and every two years thereafter to update the following:

(1) REC adjustors;

(2) siting adjustors;

(3) the electric companies' blended residential rates and the statewide blended residential rate; and

(4) the eligibility criteria applicable to Categories I, II, III, and IV net-metering systems.

(B) In updating the REC adjustors, the Commission must consider:

(1) the pace of renewable energy deployment necessary to be consistent with the Renewable Energy Standard program, the Comprehensive Energy Plan, and any other relevant State program;

(2) the total amount of renewable energy capacity commissioned in Vermont in the most recent two years;

(3) the disposition of RECs generated by net-metering systems commissioned in the past two years; and

(4) any other information deemed appropriate by the Commission.

(C) In updating the siting adjustors, the Commission must consider:

(1) the number and capacity of net-metering systems receiving CPGs in the most recent two years;

(2) the extent to which the current siting adjustors are affecting siting

decisions;

(3) whether changes to the qualifying criteria of the categories are necessary;

(4) the overall pace of net-metering deployment; and

(5) any other information deemed appropriate by the Commission.

(D) On or before March 1 of each even-numbered year, each electric company must file in the biennial update investigation case a form developed by the Commission in consultation with the Department and the electric companies. The form will collect the following information regarding the state of the electric company's net-metering program:

(1) the number of net-metering systems interconnected with the electric company's distribution system during the past two years;

(2) the capacity of each system;

(3) the fuel source of each system;

(4) the REC disposition of each system;

(5) the siting adjustor applicable to each system;

(6) the electric company's updated blended residential rate and supporting calculations;

(7) any other information the electric company believes to be relevant to the biennial update; and

(8) any other information relevant to the biennial update required by the Commission's form.

(E) By no later than April 1 of each even-numbered year, the Department of Public Service and the Agency of Natural Resources may file in the biennial update investigation case any proposed updates to the items specified in Section 5.128(A)(1)-(4) and reasons therefor.

(F) Any person may file comments on the filings under (D) and (E), above, by April 15.

(G) By June 1 of each even-numbered year, the Commission may by order update the items specified in Section 5.128(A)(1)-(4), as necessary. Adjustors must be determined to ensure that net-metering deployment occurs at a reasonable pace and in furtherance of State energy goals.

(H) Electric companies must file no later than June 15 revisions to their net-metering

tariffs that incorporate the new values set forth by the Commission in its biennial update order. Each tariff must be filed as a new tariff case in ePUC. Such tariffs must have an effective date of August 1. This tariff compliance filing may not include any other proposed changes to the utility's net-metering tariff, except for any revisions to the items in Rule 5.128(A)(1)-(4) ordered in the Commission's biennial update order.

(I) Notwithstanding the above, the Commission may conduct an update sooner than biennially at its own discretion or upon petition by the Department.

5.129 Billing Standards and Procedures

(A) Customer Billing Requirements. The bill of a net-metering customer must include the following:

(1) the dollar amount of any credits carried forward from the previous months;

(2) the dollar amount of credits that have expired in the current month;

(3) the dollar amount of credits generated in the current month;

(4) the dollar amount of credits remaining; and

(5) the total kWh generated by the net-metering system in the current month.

(B) Accumulated Bill Credits. Any accumulated bill credit must be used within 12 months from the month it is earned, or it reverts to the electric company without any compensation to the net-metering customer. Bill credits may not be transferred independently of a transfer of ownership of a net-metering system.

(C) Membership in Multiple Net-Metering Groups. Individual customer accounts may be enrolled in only one net-metering group at a time. Customers with multiple accounts may enroll each account in a separate net-metering group.

(D) 500 kW Customer Limit. The cumulative capacity of net-metering systems allocated to a single customer may not exceed 500 kW, except as provided in Rule 5.129(F), below. For example, a customer who has two accounts cannot have each account allocated more than 50 percent of the output from two 500 kW net-metering systems because the cumulative capacity of the allocated share of those net-metering systems would exceed 500 kW.

(E) Multiple Net-Metering Systems in a Group. Groups may have more than one net-metering system attributed to a group and may increase the capacity of existing generation attributed to the group. However, the cumulative capacity of net-metering systems attributed to a

group may not exceed 500 kW, except as provided in Rule 5.129(F), below.

(F) Cumulative Capacity of School Net-Metering Systems. The cumulative capacity of net-metering systems allocated to a single customer:

(1) that is a public school, as defined in 16 V.S.A. § 11(7); an independent school, as defined in 16 V.S.A. § 11(8); a supervisory union, as defined in 16 V.S.A. § 11(23); or a school district, as defined in 16 V.S.A. § 11(10), must not exceed 1 MW.

(2) that is a school district, as defined in 16 V.S.A. § 11(10), or a supervisory union, as defined in 16 V.S.A. § 11(23), created as a result of school district consolidation under 2010 Acts and Resolves No. 153, 2012 Acts and Resolves No. 156, or 2015 Acts and Resolves No. 46, each as amended, must not exceed the greater of:

(a) the cumulative capacity of the net-metering systems that the school districts were participating in, or had agreed to participate in, prior to consolidation; or

(b) 1 MW.

(G) Group Member Allocations. Where the customer has, at its own expense, provided a separate meter for measuring production, the kWh produced by a net-metering system may be allocated to the accounts of a single customer or the accounts of group members. Where there is no separate production meter, only the excess generation may be allocated to accounts belonging to a single customer or to the accounts of members of a group.

5.130 Group System Requirements

(A) In addition to any other requirements in 30 V.S.A. §§ 248 and 8010, and in any applicable Commission rules, before a group system may be formed and served by an electric company, the group must file the following information with the electric company:

(1) The meters to be included in the group system, which must be located within the same electric company service territory;

(2) A process for adding and removing meters in the group and an allocation of any credits among the members of the group. This allocation arrangement may be changed only on written notice to the electric

company by the person designated under 5.130(A)(3), and any such change may only apply on a prospective basis;

(3) The name and contact information for a designated person who is responsible for all communications from the group system to the serving electric company, except for communications related to billing, payment, and disconnection; and

(4) A binding process for resolving any disputes among the members of a group relating to the net-metering system. This dispute resolution process may not in any way require the involvement of the electric company, the Commission, or the Department. This process does not apply to disputes between the electric company and individual group members regarding billing, payment, or disconnection.

(B) The electric company must implement appropriate changes to a net-metering group within 30 days after receiving written notification of such changes from the person designated under subsection 5.130(A)(3). Written notification of a change in the person designated under subsection 5.130(A)(3) is effective upon receipt by the electric company. The electric company is not liable for the consequences from actions based on such notification.

(C) For each group member's customer account, the electric company must bill that group member directly and send directly to that group member all communications related to billing, payment, and disconnection of that group member's customer account. Any volumetric charges for any account so billed must be based on the individual meter for the account.

5.131 Interconnection Requirements

The interconnection of all net-metering systems is governed by Commission Rule 5.500. The applicant bears the costs of all equipment necessary to interconnect the net-metering system to the distribution grid and any distribution system upgrades necessary to ensure system stability and reliability.

5.132 Disconnection of a Net-Metering System

The following procedures govern the disconnection of a net-metering system from the electrical system. These procedures apply to net-metering systems only and do not supplant

Commission Rules 3.300 and 3.400 relating to company disconnection in general. A customer who initiates a permanent disconnection of a net-metering system must notify the electric company. The electric company must notify the Commission and the Department of the disconnection.

(A) In the event the electric company must perform an emergency disconnection of a net-metering system, the electric company must notify the customer within 24 hours after the disconnection. For the purpose of this section, the term "emergency" means a situation in which continued interconnection of the net- metering system is imminently likely to result in significant disruption of service or endanger life or property.

(B) If the emergency is not caused by the operation of the net-metering system, the company must reconnect the net-metering system upon cessation of the emergency.

(C) If the emergency is caused by the operation of the net-metering system, the electric company must communicate the nature of the problem to the customer within 5 days, and attempt to resolve the problem. If the problem has not been resolved within 30 days of an emergency disconnection, the electric company must file a disconnection petition with the Commission.

(D) Non-emergency disconnections must follow the same procedure as emergency disconnections in subsection B above, except that the electric company must give written notice of the disconnection no earlier than 10 days and no later than 5 days prior to the first date on which the disconnection of the net-metering system is scheduled to occur. Such notice must communicate to the customer the reason for disconnection and the expected duration of the disconnection. With written consent from the customer, an electric company may arrange to provide the customer with notice of non-emergency disconnections on terms other than those set forth in this Rule, provided that the electric company first informs the customer of the provisions of this Rule and that the customer may contact the Consumer Affairs and Public Information Division of the Vermont Department of Public Service. For group systems, such consent may be obtained from the person designated under Section 5.130(A)(3).

(E) A customer who is involuntarily disconnected may file a written complaint with the Commission at any time following disconnection. The customer must provide a copy of the complaint to the electric company and the Department of Public Service. Within 30 days of the date the complaint is filed, the Commission may hold a hearing to investigate the complaint. In

the event of the filing of such a complaint, the electric company must carry the burden of proof to demonstrate the reasonableness of disconnection.

5.133 Electric Company Requirements

(A) Generally. Electric companies:

(1) Must make net-metering available to any customer or group on a first-come, first-served basis as determined by the order in which customers file a complete interconnection application;

(2) Must track credits by the month and year created and apply them on a first-created, first-used basis;

(3) May charge a reasonable fee for establishment, special meter reading, accounting, account correction, and account maintenance for a net-metering system;

(4) May, prior to interconnection, charge a reasonable fee to cover the cost of electric company distribution system improvements necessary to safely and reliably serve the net-metering customer;

(5) May require a customer to install advanced metering infrastructure prior to serving the net-metering customer;

(6) May require that all meters included within a group system be read on the same billing cycle; and

(7) May require energy efficiency audits for customers seeking to install and operate a net-metering system if they are:

(a) a residential customer with historic energy consumption of 750 kWh or more per month; or

(b) a commercial or industrial customer.

(B) Each electric company with net-metering customers must maintain current records of the number, individual capacity, cumulative capacity, and disconnections of net-metering generation installed within its service territory.

5.134 Electric Company Tariffs

Tariffs. Each electric company must review its net-metering tariff and, pursuant to 30

V.S.A. § 225, file any revisions necessary to ensure consistency with this Rule.

5.135 Participation in Wholesale Markets

No net-metering system may participate in a wholesale market unless the Commission finds that such participation will not harm the interests of Vermont ratepayers and will be in the public good.

5.136 Locational Adjustor Fee

An electric company may propose for Commission approval a tariff assessing a locational adjustor fee on new net-metering systems located in constrained or limited-headroom areas of the grid. The fee will be assessed on a per-kilowatt basis and collected before a net-metering system is energized. The amount of the fee must reflect the incremental economic harm caused by constructing additional generation in the area or the incremental cost to ratepayers of expanding the available grid capacity in the area. The electric company tariff must describe the physical boundaries of the constrained area or limited headroom area; existing and forecasted load and generation within the area; the capacity of the distribution, sub-transmission, or transmission system within the area; any other affected distribution utility, or VELCO, that is potentially affected by the addition of generation to the area, particularly in cases where it is the sub-transmission or transmission system that is facing a constraint; and any other factors relevant to the determination of whether a locational adjustor is just and reasonable. The tariff must also provide a method for allocating any fees collected among other electric companies affected by the constraint. A tariff proposed under this section may apply to new electric generation facilities other than net-metering systems.

5.137 Energy Storage Facility Electrically Connected to a Net-Metering System

(A) An energy storage facility that is electrically connected to a net-metering system must be configured such that the customer cannot receive net-metering compensation for electricity drawn from a source other than the net-metering system.

(B) No electric company may allow an energy storage facility to be interconnected in a manner that allows electricity generated by any source other than a net-metering system to receive net-metering compensation.

PART V: COMPLIANCE PROCEEDINGS

5.138 Compliance Proceedings

(A) In response to a complaint filed by any member of the public or on its own motion, the Commission may open a compliance proceeding or refer matters concerning whether an approved net-metering system is complying with the terms of its CPG or any applicable law within the Commission's jurisdiction to the Department of Public Service for investigation and to make a recommendation as to whether the Commission should open a compliance proceeding or take any other steps necessary to ensure that the net-metering system continues to serve the public good.

(B) The Commission may take any or all of the following steps to ensure that a net-metering system is constructed and operated in compliance with the terms and conditions of the CPG issued for that net-metering system and any related Commission order:

(1) Direct the certificate holder to provide the Commission with an affidavit under oath or affirmation attesting that the person, company, or corporation or any facility or plant thereof is in compliance with the terms and conditions of the CPG pursuant to 30 V.S.A. § 30(g);

(2) Direct the certificate holder to provide additional information;

(3) Dismiss the complaint;

(4) After notice and opportunity for hearing, amend or revoke any CPG for a net-metering system, impose a penalty under 30 V.S.A. § 30, or order remedial activities for any of the following causes:

(a) The CPG or order approving the CPG was issued based on material information that was false or misleading;

(b) The system was not installed, or is not being operated, in accordance with the National Electrical Code or applicable interconnection standards;

(c) The net-metering system was not installed or is not being operated

in accordance with the plans and evidence submitted in support of the application or registration form or with the findings contained in the order approving the net-metering system;

(d) The holder of the CPG has failed to comply with one or more of the CPG conditions, the order approving a CPG for the net-metering system, or this Rule; or

(e) Other good cause as determined by the Commission in its discretion.

(C) If, assuming the allegations in the complaint are true, the Commission determines that there is no probability of a violation of any CPG condition, Commission order, or any applicable law, the Commission will dismiss the complaint and inform the complainant and CPG holder of such dismissal.

History: Effective March 1, 2001; revised July, 2003; revised November 1, 2007; revised April 15, 2009; revised January 27, 2014; revised July 1, 2017; revised March 1, 2024.

State of Vermont
Utilities & Permits Unit
One National Life Drive
Montpelier VT 05633-5001
www aot.state vt.us

[phone] 802 828 2653
[fax] 802-828 5742
[ttd] 800 253-0191

Agency of Transportation

May 30, 2007

Paul E Percy
29 Percy Hill Road
Stowe, VT 05672

Subject <u>Stowe, VT100, L S 0355+34 RT</u>

Dear Mr Percy

Your application for a permit to work within the State highway right-of-way to remove trees and grade slope for improvement of sight distance to the south, and upgrade drive in accordance with detail "C" of B-71 Standards, at the location indicated, has been processed by this office and is enclosed

Please contact the District Transportation Office #6, to discuss the permit conditions and to arrange for their timely inspection of the work The telephone number in Berlin is (802) 828-2691

Sincerely,

Del Thompson
Project Supervisor
Utilities & Permits Unit

Enclosures

cc District Transportation Office #6

PERMIT ID# 32208

FOR AGENCY USE ONLY

Town Stowe
Route VT 100
Mile Marker 6.23 RT
Log Station 355+34 RT

VERMONT AGENCY OF TRANSPORTATION

19 V S A § 1111 PERMIT APPLICATION

Applicant to Complete

Owner s/Applicant s Name Address & Phone No Paul E Percy 371-7990
29 Percy Hill Rd Stowe, VT 05672

Co Applicant s Name Address & Phone No (if different from above) N/A

The location of work (town highway route, distance to nearest mile marker or intersection & which side)
Rt 100 Elizabeths Lane at Stowe-Morrisville Line

Description of work to be performed in the highway right-of-way (attach sketch)
Need Permit for Existing Rd (Elizabeths Lane)

Property Deed Reference Book 72 Page 14-15 (only required for Permit Application for access)

Is a Zoning Permit required? Yes ☐ No ☒ - If Yes #
Is a 30 VSA § 248 permit required? Yes ☐ No ☒ - If Yes #
Is an Act 250 permit required? Yes ☐ No ☒ - If Yes #
Other permit(s) required? Yes ☐ No ☒ - If Yes name and # of each
Date applicant expects work to begin ________ 20 __
Owner/Applicant Paul E Percy Position Title owner
(Print name above)

Sign in Shaded area	Paul E Percy	Date	4-28-07

Co-Applicant ________ Position Title ________
(Print name above)

Sign in Shaded area		Date	

INSTRUCTIONS

-Contact the Agency of Transportation Utilities and Permits Unit (802 828 2653) or your local area Agency Transportation Maintenance District to determine your issuing authority
-Contact the issuing authority to determine what plans and other documents are required to be submitted with your 19 VSA § 1111 permit application
-Complete this TA 210 Form (some information may not apply to you) and attach all necessary documents and submit it to the issuing authority We require this application to be signed by the property owner or their legally authorized representative Original signatures are required
-The Owner/Applicant and Co-Applicant (if applicable) declares under the pains and penalty of perjury that all information provided on this form and submitted attachments are to the best of their knowledge true and complete
If you have any questions contact the issuing authority

PERMIT APPROVAL

This covers only the work described below Permission is granted to work within the state highway right-of-way to remove trees and grade slope, improve sight distance to the south, and upgrade drive, in accordance with the agency standard details, and permit special conditions

The work is subject to the restrictions and conditions on the reverse page plus the Special Conditions stated on the attached page(s)

Date work is to be completed November 1, 2007

Date work accepted ________

By [signature] Issued Date May 30, 2007
Authorized Representative for Secretary of Transportation

By ________
DTA or Designee

NOTICE This permit covers only the Vermont Agency of Transportation s jurisdiction over this highway under Title 19 Section 1111 VSA It does not release the petitioner from the requirements of any other statutes ordinances rules or regulations

No work shall be done under this permit until the owner/applicant has contacted the District Transportation Office at

District #6, (802) 828-2691, 186 Industrial Lane Road,- Berlin, Barre, VT 05641

TA 210 January 1 2007 (All previously dated editions are not valid)

RESTRICTIONS AND CONDITIONS

APR 24 2007

DEFINITIONS

"Agency means the Vermont Agency of Transportation
Engineer" means the authorized agent of the Secretary of Transportation
Owner/Applicant means the party(s) to whom the permit is to be issued
Co-Applicant" means the party who performs the work if other than Owner/Applicant
Permit Holder' means the party who currently owns the lands abutting the highway that are the subject of the permit

GENERAL

By accepting this permit, or doing any work hereunder, the Owner/Applicant agrees to comply with all of the conditions and restrictions and any imposed special conditions If the Owner/Applicant is aggrieved by the restrictions and conditions or special conditions of the permit, they shall submit a written request for consideration to the Engineer prior to starting any work No work will be authorized by the Agency, or performed under the permit, until the dispute is fully resolved

Act No 86 of 1987 (30 VSA Chapter 86) ("Dig Safe) requires that notice be given prior to making an excavation It is suggested that the Permit Holder or his/her contractor telephone 1-888-344-7233 at least 48 hours before and not more than 30 days before beginning any excavation at any location

The Permit Holder is to have a supervisory representative present any time work is being done in or on the State Highway right-of-way A copy of this permit and Special Conditions must be in the possession of the individual performing this work for the Permit Holder

Except with the specific written permission of the District Transportation Administrator all work in the State highway right-of-way shall be performed during normal daylight hours and shall cease on Sunday on all holidays (which shall include the day before and the day following) during or after severe storms and between December 1 and April 15 These limitations will not apply for the purposes of maintenance emergency repairs or proper protections of the work which includes but not limited to the curing of concrete and the repairing and servicing of equipment.

The Owner/Applicant shall be responsible for all damages to persons or property resulting from any work done under this permit even if the Applicant s Contractor performs the work All references to the Owner/Applicant also pertain to the Co-Applicant.

The Owner/Applicant must comply with all federal and state statutes or regulations and all local ordinances controlling occupancy of public highways In the event of a conflict the more restrictive provision shall apply

The Owner/Applicant must in every case where there is a possibility of injury to persons or property from blasting use blasting mats and bags of sand if necessary to prevent the stone from scattering All existing utility facilities shall be protected from damage or injury

The Owner/Applicant shall erect and maintain barriers needed to protect the traveling public The barriers shall be properly lighted at night

The Owner/Applicant shall not do any work or place any obstacles within the state highway right-of-way except as authorized by this permit

The Owner/Applicant may pay the entire cost of the salary subsistence and traveling expenses of any inspector appointed by the Engineer to supervise such work

The Engineer may modify or revoke the permit at any time for safety-related reasons without rendering the Agency or the State of Vermont liable in any way

In addition to any other enforcement powers that may be provided for by the law the Engineer may suspend this permit until compliance is obtained If there is continued use or activity after suspension the Engineer may physically close the work area and take corrective action to protect the safety of the highway users

The Permit Holder shall be responsible to rebuild repair restore and make good all injuries or damage to any portion of the highway right-of-way that has been brought about by the execution of the permitted work for a minimum period of eighteen (18) months after final inspection by the District.

Any variance from approved plans is to be recorded on as-builts with copies provided to both the Chief of Utilities and Permits and the District Transportation Administrator

ACCESS

This permit (if for access) does not become effective until the owner/applicant records in the office of the appropriate municipal clerk the attached Notice of Permit Action'

As development occurs on land abutting the highways the Agency may revoke a permit for access and require the construction of other access improvements such as the combination of access points by adjoining owners

Under Title 19 Section 1111 Vermont Statutes Annotated no deed purporting to subdivide land abutting a state highway can be recorded unless all the abutting lots so created are in accordance with the standards of Section 1111

The Permit Holder acknowledges and agrees that neither this permit nor any prior pattern of use creates an ownership interest or other form of right in a particular configuration or number of accesses to or through the highway right-of-way and that the right of access consists merely of a right to reasonable access the general system of streets and is not a right to the most convenient access or any specific configuration of access

DRAINAGE

The Owner/Applicant shall install catch basins and outlets as may be necessary in the opinion of the Engineer to preclude interference with the drainage of the state highway

UTILITY WORK, CUTTING AND TRIMMING TREES

The Owner/Applicant shall obtain the written consent of the adjoining owners or occupants or in the alternative an order from the State Transportation Board in accordance with Title 30 Section 2506 Vermont Statutes Annotated regarding cutting of or injury to trees

In general all utilities shall be located adjacent to the highway right-of-way boundary line and shall be installed without damaging the highway or the highway right-of-way No pole push-brace guy wire or other aboveground facilities shall be placed closer than 10 feet to the edge of traveled way If the proposed utility facilities are in conflict with the above each location is subject to the approval of the Engineer

Poles and appurtenances shall be located out of conflict with ditches and culverts

Where the cutting or trimming of trees is authorized by permit all debris resulting from such cutting and trimming shall be removed from the highway right-of-way

Open cut excavation for highway crossings is NOT the option of the Applicant and may be utilized only where attempted jacking drilling or tunneling methods fail or are impractical The Owner/Applicant shall obtain an appropriate modification of the highway permit from the Engineer before making an open cut

JOINT PERMITS

A joint permit application is required when more than one party will be involved with the construction maintenance, and/or operation of the facility being constructed under this permit Examples include but are not limited to joint ownership or occupancy of a utility pole line and construction of a municipal utility line by a contractor Both utility companies and in the second case the municipality and the contractor must be joint applicants

SPECIAL CONDITIONS

This permit is granted subject to the restrictions and conditions on the back of the permit, with particular attention given to the Special Conditions listed below This permit pertains only to the authority exercised by the Agency of Transportation under Vermont Statutes Annotated, Title 19, Section 1111, and does not relieve the Permit Holder from the requirements of otherwise applicable statutes, rules regulations or ordinances (*e g*, Act 250, zoning, etc)

All work shall be accomplished in accordance with detail C and the profile and notes of standard drawing B-71, copy attached

A preconstruction meeting to discuss work to be completed must be held prior to the Permit Holder's employees or contractor beginning work The Permit Holder is required to notify the District Transportation Administrator five (5) working days in advance of such meeting

Roadway shoulder areas must be maintained free of unnecessary obstructions, including parked vehicles, at all times while work is being performed under this permit

All grading within the highway right-of-way associated with the proposed construction shall be subject to inspection and approval by the District Transportation Administrator or their staff

In areas to be grass covered, the turf shall be restored by preparing the area and applying the necessary topsoil, limestone, fertilizer, seed, and mulch all to the satisfaction of the District Transportation Administrator

Upon completion of the work the Permit Holder shall be responsible to schedule and hold a final inspection The Permit Holder is required to notify the District Transportation Administrator five (5) working days in advance of such inspection

The Permit Holder shall be responsible for all damages to persons and/or property due to or resulting from any work allowed under this permit The Permit Holder shall defend, indemnify and save harmless the State, the Agency, and all of their officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property, including all costs or expenses to defend against such suits, actions or claims

Before starting any work within the State highway right-of-way, the Permit Holder must provide certificates of insurance to show that the following minimum coverages are in effect It is the responsibility of the Permit Holder to maintain current certificates of insurance on file with the State until final inspection and acceptance of the work by the State's representative

Workers Compensation With respect to all work within the State highway right-of-way by the Permit Holder or a contractor or other entity for the Permit Holder, the Permit Holder or other entity performing the work shall carry workers' compensation insurance for all workers performing the work in accordance with the laws of the State of Vermont

General Liability and Property Damage With respect to all work within the State highway right-of-way, the entity performing the work shall carry general liability insurance having all major divisions of coverage including but not limited to

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than

$1,000 000 Per Occurrence
$1,000,000 General Aggregate
$1,000 000 Products/Completed Products Aggregate
$ 50 000 Fire Legal Liability

Automotive Liability An entity performing work within the State highway right-of-way shall carry automotive liability insurance covering all owned, non-owned and hired vehicles used to perform work within the State highway right-of-way Limits of coverage shall not be less than $1 000,000 Combined Single Limit

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Permit Holder for the Permit Holder's operations or the entity performing the work for the entity's operations These are solely minimums that have been set to protect the interests of the State

This permit does not become effective until the Owner/Applicant records, in the office of the appropriate municipal clerk, the attached "Notice of Permit Action

The access must be constructed in such a manner as to prevent water from flowing onto the state highway If the access is not constructed satisfactorily, the District Transportation Administrator can order reconstruction of the access at the Owner's expense

This access will serve as the only access to this property and to any future subdivisions of this property unless approved otherwise by the Vermont Agency of Transportation The Permit Holder is required to allow a connection between the access and adjoining properties (in the future) that will result in a combination of accesses to serve more than one property or lot By issuance of this permit, all previous permits for access to this property are revoked

Curbing or other suitable physical barriers must be installed to control ingress and egress of vehicles to the approved access only

The Permit Holder is responsible for access maintenance (beyond the edge of paved shoulder) "Access maintenance" will include, but not be limited to, the surface of the access, the replacement of the culvert as necessary, the trimming of vegetation, and the removal of snow banks to provide corner sight distance

In conformance with Title 19 VSA § 1111(f), this access may be eliminated in the future where development has burdened the highway system to such an extent that a frontage road or other access improvements (which may serve more than one property or lot) must be constructed to alleviate this burden The expense of the frontage road or other access improvements shall be borne by the Permit Holder, his/her successors or assigns of the properties abutting said frontage road or served by the access The Agency of Transportation shall determine the need of a frontage road or other improvements based upon and justified by standard Agency procedures

The access (drive) will be paved from the edge of paved shoulder to the highway right-of-way (The District Transportation Administrator may waive this requirement)

In the event of the Permit Holder's failure to complete all the work, approved under this permit by the "work completion date " the Agency of Transportation in addition to any other enforcement powers that may be provided for by law may suspend this permit until compliance is obtained If there is continued use or activity after suspension the agency, may physically close the driveway or access point if, in the opinion of the Agency, that safety of highways users is or may be affected

It is incumbent upon the Permit Holder to verify the appropriate safety measures needed, prior to construction, so proper devices and/or personnel are available when and as needed Traffic control devices, shall be in conformance with the MUTCD (Manual on Uniform Traffic Control Devices) Agency of Transportation Standards and any additional traffic control deemed necessary by the District Transportation Administrator Failure to utilize proper measures shall be considered sufficient grounds for the District Transportation Administrator to order cessation of the work immediately

Construction will be performed in such a way as to minimize conflicts with normal highway traffic When two-way traffic cannot be maintained, a sign package that conforms to the MUTCD or VAOT Standards, and trained Flaggers shall be provided The District Transportation Administrator may require a similar sign package with trained Flaggers whenever it is deemed necessary for the protection of the traveling public In addition, the District Transportation Administrator may require the presence of Uniform Traffic Officers (UTOs), moreover, the presence of UTOs shall not excuse the Permit Holder from its obligation to provide the sign package and Flaggers