

AP - 20 - 0025

WILLISTON, VERMONT
ADMINISTRATIVE PERMIT
AS REQUIRED BY WILLISTON
DEVELOPMENT BYLAW 5.1.3

Date Received:
RECEIVED
JUL 22 2019
PLANNING/ZONING

Notice of Recording
Williston, VT Town Clerk's Office
Received for Record
July 24 AD 2019
At 12 O'clock 15 minutes P M
And recorded in Book 503 Pages 521
Attest [Signature] Town Clerk
(of complete document, see the Planning Office)

Site Information:

Development Site Address: 7997 Williston Rd Lot 2 Lot Size: 1.23 Lot #: 2

Tax Parcel #: L4 : L04 : L50 . 001 Zoning District: Village

Property Owner's Information:

Property Owner's Name: Alex + Kathy Pinstair

Property Owner's Mailing Address: 1147 Oak Hill Rd Williston, VT 05495

Telephone: 802 777 5124 Email: pinstairfamily@gmail.com

Property Owners Acknowledgment: As the owner of the property described above or the owner's guardian/trustee, I hereby apply for a permit to alter or construct the structure or structures described on this form. I understand that if this application is approved, I must post notice on the property and allow a **15-day appeal period** before work begins. I understand that VT law allows 30 days to find this application complete. The information and representations contained in this application are true and accurate to the best of my knowledge.

 **PROPERTY OWNER'S SIGNATURE:** _____ Date: 7/22/19
NAME PRINTED: Alex Pinstair
**Property owner must also read and sign the acknowledgements on the bottom of page 3.*

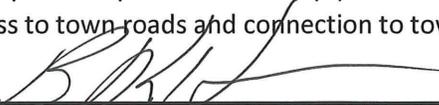
Applicant/Owner's Representative Information:

Name: _____ Mailing Address: _____

Telephone: _____ Email: _____

Briefly describe the proposed change in use or improvements to the property:

Buld approved Duplex , 6 BR, 3470 SF
pursuant to PP 15-06

ZONING ADMINISTRATORS ACTION:
After reviewing the proposed change in use and/or improvement, the Administrator has taken the following action:
 Denied Approved Approved this permit request with the conditions listed on page 4.
Zoning Administrator:  Date: 7/23/2019
PUBLIC WORKS ACTION, WHEN REQUIRED:
The DPW finds that the proposed improvements comply with all applicable standards, including, but not limited to, the requirements for access to town roads and connection to town utilities.
Director of Public Works:  Date: 7/24/19

END OF DOCUMENT

Please answer all of the questions below.

1. List any applicable subdivision or site plan approvals that may be related to this application request:

Permit #: DP 15-06 (and/or) Subdivision Name: _____
Prior subdivision or site plan approvals may contain conditions of approval that could affect your project.

2. What is the existing use of the property?

Residential Commercial Office Industrial Public Institutional

3. Is the application for a change in use? Yes No

What is the PROPOSED use?

Residential Commercial Office Industrial Public Institutional

4. Is this an application for a new single family home? Yes No Multi Family Home? Yes No

For a Single Family Home: Finished Floor Area: _____ (sf)

of Bedrooms: _____ Finished Basement: Yes No

For Multi-Family Homes: # of Units: 2 Finished Floor Area (Total): 3470 (sf)

of Bedrooms (total): 6 Finished Basements: Yes No

If building a new single or multi-family home, please attach a New Home Checklist. An application for a new home must include documentation of Residential Growth Management Allocation.

5. Is this an application for an accessory dwelling? Yes No

Floor Area: _____ (sf) # of Bedrooms: _____ Floor Area of PRIMARY Residence: _____ (sf)

6. What is the existing or proposed wastewater treatment system?

Municipal On-Site Septic Community Septic

Applications for improvements, expansions, or changes in use that will result in greater sewage flows are required to submit documentation of the necessary wastewater treatment capacity. Documentation may include a valid wastewater permit from the State of Vermont or a certificate from Williston Public Works confirming the available treatment capacity for those projects connected to the municipal wastewater system.

7. Please check all that apply and attach a checklist for each of the following categories.

This is this an application for a(n):

Deck or Patio Fence Telecommunications Facility
 Pool Home Business New Home
 Accessory Structure (including detached garages, play structures, sheds, etc)
 Residential Improvement (any expansion or improvement to an existing structure)

8. If there will be any change in building height or if a new building is proposed, what is the proposed building height? 36'

9. Will your proposed project alter the amount of existing or required parking? Yes No

10. Is there a stream or wetland within 150 feet of the proposed work? Yes No

If yes, please attach a completed Watershed Health Checklist. Please consult Williston Planning staff if you are unsure. A professional wetlands delineation may be required.

11. Is any of the proposed work in a Special Flood Hazard Area? Yes No

If any of the work proposed is in a Special Flood Hazard Area, this application will be referred to Vermont's National Flood Insurance Coordinator. This application will not be considered complete and will not be processed until that review is finished.

12. Will land be cleared of vegetation, graded, or otherwise disturbed? Yes No

If yes, how many square feet? _____

High Risk: My project will disturb *more* than 87,118 SF (2 acres) and /or is within 150 feet of a stream/wetland.

Low Risk: My project will disturb *more* than a 10,890 SF (1/4 acre) but *less* than than 87,118 SF (2 acres).

Exempt: My project will disturb *less* than 10,890 SF (1/4 acre).

A Runoff & Erosion Control Plan Checklist must accompany all application for High Risk developments. A Low Risk Runoff & Erosion Control Checklist must accompany all applications for Low Risk developments.

13. What is the total square footage of the **NEW** impervious surface (hardscape) such as roof, deck, porch, pavement, driveway, patio, etc., that will be added to the site? 3470 (sf)

14. Is this application for a project in the Village Zoning District? Yes No

Work proposed in the Village Zoning District may require a Certificate of Appropriateness from the DRB.

15. Have you attached a drawing of all proposed work? Yes No

Applications for administrative permits must include a dimensioned drawing of all work. Anything being constructed or demolished must include dimensions (length, width, height). The drawing must include all property lines, existing and proposed buildings and other improvements, floorplans (all levels), driveways and parking areas, existing and proposed setbacks from all property lines, watercourses and wetlands, a north arrow, and any information required by applicable checklists.

16. Cost of Labor: \$ _____ + Cost of Materials: \$ _____ = Total Cost: \$ 627,000

The cost of labor cannot be \$0. Even if you are doing the work yourself, a reasonable value for labor must be provided.

FEES (To be completed by Williston Planning staff)			Recording Fee: \$ <u>15.00</u>
Application Type: <u>Simple</u> <input checked="" type="checkbox"/> Major <input type="checkbox"/>			Permit Fee: \$ <u>3135.00</u>
Impact: School \$ <u>2791.82</u>	Rec. \$ <u>3000</u>	Trans. \$ <u>1092</u>	Total Impact: \$ <u>16883.82</u>
Is a Certificate of Compliance required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Cert. of Compliance Fee: \$ <u>100.00</u>
Fees Paid? _____	Check # <u> </u>	Collected By: _____	Total: \$ <u>10,133.82</u>

ACKNOWLEDGEMENTS: By signing this form, the owner acknowledges that they understand and accept the principles adopted in WDB 1.3 and WDB 5.6.1.

1.3 Basic Principles Applicants Should Understand. Your signature on an application for a permit is an acknowledgement of the following basic principles:

1.3.1 State and federal regulations may apply. Applicants should understand that state and federal regulations apply to many projects. Where those regulations are not as restrictive as this bylaw, this bylaw applies.

1.3.2 Private agreements may apply. Applicants should be aware that covenants, deed restrictions, easements, and similar private agreements affect many projects. Those agreements may be more restrictive than this bylaw.

1.3.3 Burden of proof. Applicants should understand that the burden of demonstrating compliance with this bylaw rests with them. Be sure you understand the relevant requirements of this bylaw before submitting a permit application.

1.3.4 Representations are binding. All representations made on application forms and checklists, and in the drawings and other materials that accompany an application, are binding.

5.6.1 What happens if I change a project after an administrative permit is approved? Failure to build in accord with the approved final plans is a violation of this bylaw, subject to enforcement as provided by WDB 7.4-7.6. A fine may be imposed and you may be required to remove all work that is not in accord with the approved final plans.

Permission to Enter: Your signature on this application constitutes permission for on-site inspection of the property described on this application form as provided by WDB 5.2.2.3

 **PROPERTY OWNERS SIGNATURE:** _____

CONDITIONS AND REQUIREMENTS OF THIS PERMIT AS DETERMINED BY THE ZONING ADMINISTRATOR:

Yg **Inspections.** One or more inspections are required for the permitted work, as provided in the development agreement or in the specific conditions of approval. You must call the Zoning Administrator and/or Williston Public Works during regular business hours at least 7 days before an inspection is needed.

Yg **Certificate of Compliance.** A Certificate of Compliance (CC) is required before the permitted work is considered complete and the premises may be occupied. A CC will be issued within 15 working days following the final inspection. Be sure that all required inspections have been made or are scheduled BEFORE filing a request for a CC.

Special Conditions and Requirements set forth by the Zoning Administrator:

The Zoning Administrator has approved this permit with the following conditions:

- Approved for construction of a 3470 sq ft, 6 BR duplex, pursuant to approved final plans of DP 15-06
- All required improvements as referenced in Development Agreement #446 must be installed prior to final Certificate of Compliance

The Zoning Administrator has determined that this application is incomplete and can neither be approved nor denied without the following information:

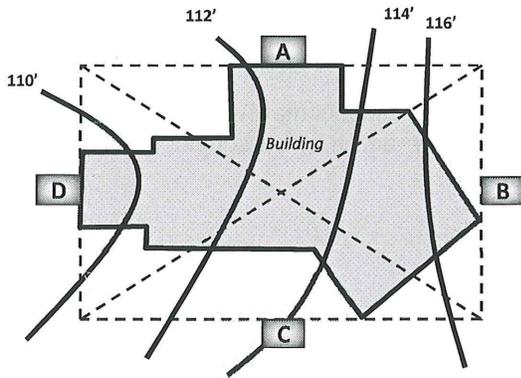
KEEP THIS PERMIT! A copy of the approved permit must be present on the job site during construction. After that, this permit should be placed in your permanent records. Retaining it and passing it on to future owners will save everyone time and money.

NEW DWELLING CHECKLIST

This checklist must accompany all Administrative Permit applications for new single family or multi-family dwellings.

Applicant Administrator Administrative Permit applications for new homes must include a site plan that illustrates:

	✓	north arrow
	✓	all property lines
		height, dimensions, and location of all existing and proposed buildings, driveways, parking areas, and accessory structures
	✓	existing and proposed setbacks from all property lines and roads
	✓	existing and proposed setbacks from all streams and wetlands and their required buffers
	✓	the average finished grade and the height of the new dwelling at the average finished grade. Use the calculation method below:



- First draw the smallest rectangle that can enclose the building.
 - Find the midpoint of each side of the rectangle.
 - Add the elevation at each midpoint, then divide the total by four to find the average finished grade:
- $$\frac{A+B+C+D}{4} = \frac{109+112.75+114+116.5}{4} = \frac{452.25}{4} = 113.06$$
- Find the height of the home at the average finished grade.

Applicant Administrator Administrative Permit applications for new homes must include floor plans that illustrate the following:

	✓	a dimensional drawing of each level of the home including the basement and garage
	✓	labels for each room <i>*Note: any room 80 SF or greater with a door, a window, and a closet will be considered a bedroom. NO EXCEPTIONS.</i>

Applicant	Administrator	Administrative Permit applications for a new home must provide the following documentation:
	✓	Town Sewer. Where the proposed home would be served by the town sewerage system, the applicant must submit an allocation form signed by the Director of Public Works.
	h/c	On-site Sewer. Where the proposed home would be served by an on-site wastewater treatment system the applicant must provide a State Water and Wastewater Discharge Permit.
	n/a	Original Growth Management Allocation Certificate. Unless the applicant provides evidence that the building lot was created prior to 1990, the applicant must submit the original (photocopies not accepted) certificate.
	✓	Access Permit. A new or modified access to any town road requires an Access Permit approved by Williston Public Works. The applicant must provide a state approved access permit if the new dwelling will access a state road. A new dwelling accessing a private road is not required to submit an Access Permit, however the proposed access should be built to meet Williston's Public Works Standards.
	✓	Signed Final Plans. If this house is being built on a lot within an approved subdivision, the applicant must submit the final plans from that subdivision signed by the Administrator or the Chair of the DRB along with this permit.
	✓	In the Village. New homes in the VZD must comply with the Williston Village Historic District Design Review Guide and may be subject to review by the HAAC and DRB.



Conditions of Approval

1. The applicants shall file final plans for approval and signature by the DRB or Administrator as delegated within one year from the date of the notice of determination of the decision of the DRB, or this approval shall be considered null and void as required by WDB 6.9.1. All development of the subject property shall be in conformance with the Final Plans approved by this permit unless otherwise authorized by the DRB, as specified under WDB 6.10.
2. In accordance with WDB 6.7.4, discretionary permits approved for non-residential development shall have one year from the date the final plans are signed to obtain administrative permits in accordance with the provisions of WDB Chapter 5, or the discretionary permit approval shall expire.
3. Final Plans shall be in conformance with all of the WDB requirements and standards, and conditions of approval as required by the DRB. The Final Plans shall include the following items and revisions:
 - a. Williston Historic and Architectural Advisory Committee recommendations dated August 1, 2016:
 - b. Williston Public Works Department memo dated April 28, 2016:
 1. Water and Sewer connection fees need to be paid.
 2. All connections to municipal services shall require a minimum of 48 hour notice to our department.
 3. Work with in the Route 2 ROW will require a VTrans 1111 permit.
 4. Contractor/Applicant shall contact our office 2 weeks prior to commencing work to schedule a preconstruction meeting.
 - c. All landscaping shall be installed in compliance with the standards of WDB Chapters 23 and 26, and the Williston Public Works Standard Specifications, and these landscaping details shall be included in the landscaping plan submitted as part of final plans.
 - d. All required legal documents, such as easement agreements, offers of dedication of land, warrantee deeds, and development agreements shall be submitted as applicable shall be submitted with the submission of final plans.
4. Following the signing of final plans, the applicants shall first obtain an administrative permit(s) prior to starting any work proposed as part of this project.
5. The applicants shall enter into a development agreement with the town, and shall post any required letters of credit or escrow amounts insuring that all required public or private improvements shall be completed in accordance with town standards and the conditions of approval prior to obtaining any administrative permits for the proposed development, as specified by WDB 7.1.
6. Prior to obtaining any administrative permits associated with this development proposal, the applicant shall provide full payment of any required recreation, school, and transportation impact fees as specified under WDB Chapters 43, 44, and 45.
7. Prior to obtaining administrative permits for this development proposal, the applicant shall obtain any necessary sewer allocation for the proposed development and shall provide documentation of allocation with their permit application.
8. No occupancy or use of the proposed buildings shall take place until a Certificate of Compliance has been issued signifying that all conditions of any required permits from the Town have been satisfied.
9. Any mechanical equipment and utility connections including but not limited to HVAC, water, gas, antennae, and electrical meters and connections shall be fully screened from public view, unless otherwise authorized by the DRB, as required by WDB 18.12.

10. All public improvements required by the approval of this proposed development (including, but not limited to roads, sidewalks, water & sewer connections) must be built in accordance with the Town's specifications as specified by WDB 7.1.3.
11. The applicant shall obtain any and all required permits and authorizations as required by either the State of Vermont or the U.S. Army Corps of Engineers prior to commencing any work in association with this project as specified by WDB 1.3.1, and shall provide documentation of any applicable state or federal permits.
12. This approval incorporates by reference all application forms and checklists, the plans and drawings presented by the applicant, and all verbal representations made by the applicant at the Development Review Board meetings and hearings regarding the subject application to the extent that they are not in conflict with other conditions or regulations WDB 1.3.4.
13. Building the units to a minimum "Five-Star" certified energy efficiency rating is required as a condition of approval.
14. The portions of the parcel north of the proposed rain garden shall remain as open space and shall not be used for any purpose other than those identified by WDB 39.8.4, which describes the usual allowed uses for protected open space.
15. Landscaped buffers as follows are required:
 - a. Along the boundary of the subject parcel adjacent to other residential subdivisions, a Type III buffer a minimum of nine (9) feet in width
 - b. Along the eastern boundary of the subject parcel to the mixed-use property at 8031 Williston Road, a Type II buffer thirteen (13) feet in width.

MOTION:

As authorized by WDB 6.6.3, I, _____, move that the Williston Development Review Board, having reviewed the application submitted and all accompanying materials, including the recommendations of the town's staff and the advisory boards required to comment on this application by the *Williston Development Bylaw*, and having heard and duly considered the testimony presented at the public hearing of August 9, 2016 and the Findings of Fact and Conclusions of Law proposed by staff for the review of the DP 13-16 and HP 16-03, and approve this Discretionary Permit and certificate of Appropriateness subject the conditions above.

This approval authorizes the applicant to file final plans, obtain approval of these plans from the Development Review Board, and then seek an administrative permit for the proposed development, which must proceed in strict conformance with the plans on which this approval is based.

SECONDED by: _____

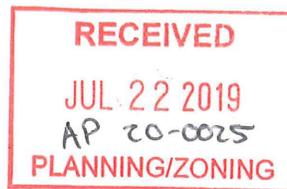
VOTE:

Speaking from the audience were:

Zuzana Brochu, 76 Slate Barn Drive
Kevin Brochu, 76 Slate Barn Drive
Andrea Mast, Slate Barn Drive
Karen Fragnoli-Munn, 67 Lambert Lane
Mary Jo Childs, 240 Lefebvre Lane

8:55 P.M. Continued public hearing for DP 15 – 06 to August 23rd site visit and hearing.

Vermont Superior Court
Environmental Division
Environmental Division
32 Cherry Street, 2nd Floor, Suite 303
Burlington, VT 05401



(802) 951-1740
www.vermontjudiciary.org

Docket Number: 114-9-16 Vtec

Pintair DP 15-06

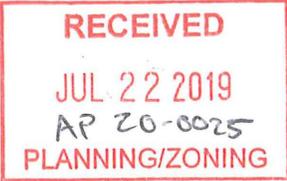
April 28, 2017

Please see the enclosed DECISION ON MOTION AND JUDGMENT ORDER issued by Judge Thomas G. Walsh on 4/28/2017

Electronically signed on April 28, 2017 at 11:22 AM pursuant to V.R.E.F. 7(d).

A handwritten signature in cursive script, reading "Diane C. Chamberlin".

Diane C. Chamberlin
Assistant Clerk



STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No. 114-9-16 Vtec

Pintair DP 15-06

JUDGMENT ORDER

Neighbors appeal a decision by the Town of Williston Development Review Board (DRB) to grant a discretionary permit that would allow Alex Pintair (Mr. Pintair or Applicant) to subdivide a 1.7-acre lot into two parcels and build a duplex in place of an existing barn (the Project).¹ Following pre-trial motions, neighbors Kevin and Zuzana Brochu (the Brochus or Appellants) have limited their appeal to challenge the requirements for setbacks, landscaped buffers and frontage.

The Court finds that this matter can be determined by summary judgment pursuant to the Vermont Rules of Civil Procedure Rule 56(a) and applicable here through the Vermont Rules for Environmental Court Proceedings Rule 5(a)(2).

First, the Court concludes that the Project complies with the Town of Williston Development Bylaw § 42.3.3, which requires a landscaped front yard setback from U.S. Route 2 in the Village Zoning District, and Chapter 23, which requires landscaped buffers between various land uses. Second, the Court concludes that the Project has sufficient frontage on U.S. Route 2 to provide for a driveway in the required front yard setback. Third, the Project as proposed complies with all side, rear and front yard setbacks as mandated by the Town's Development Bylaw.

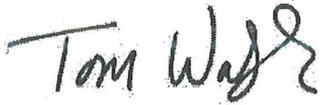
For the reasons explained in detail in the Decision on Cross-Motions for Summary Judgment that accompanies this Judgment Order, the Court hereby **GRANTS** the Town of

¹ The Unified Development Bylaw for the Town of Williston, Vermont uses the term "discretionary permit" to refer to all the types of approvals within the jurisdiction of the DRB, as contrasted with "administrative permits" which are issued directly by the zoning administrator. See Unified Development Bylaw § 4.3.

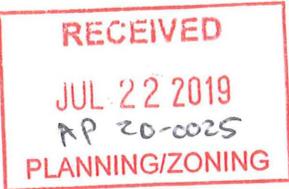
Williston's motion for summary judgment and **DENIES** the Appellants' cross-motion for summary judgment.

This completes the matter before the Court.

Electronically signed on April 28, 2017 at 10:47 AM pursuant to V.R.E.F. 7(d).

A handwritten signature in black ink that reads "Tom Walsh" with a stylized flourish at the end.

Thomas G. Walsh, Judge
Superior Court, Environmental Division



STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No. 114-9-16 Vtec

Pintair DP 15-06	DECISION ON MOTION
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DECISION ON CROSS-MOTIONS FOR SUMMARY JUDGMENT

Neighbors appeal a decision by the Town of Williston Development Review Board (DRB) to grant a discretionary permit that would allow Alex Pintair (Mr. Pintair or Applicant) to subdivide a 1.7-acre lot into two parcels and build a duplex in place of an existing barn (the Project).¹ Following pre-trial motions, neighbors Kevin and Zuzana Brochu (the Brochus or Appellants) have limited their appeal to challenge the requirements for setbacks, landscaped buffers and frontage.

Pending before the Court are cross-motions for summary judgment by the Town of Williston (Town), represented by Attorney Paul Gillies, Esq., and the Appellants, represented by Attorney Alexander J. LaRosa, Esq. The Town filed its motion for summary judgment on November 2, 2016. The Brochus filed a response and a cross-motion for summary judgment on November 30, 2016. The Town then filed a response and reply on December 16, 2016, and the Brochus filed a final reply on January 11, 2017. Mr. Pintair did not submit any filings regarding the pending motions.

Legal Standard

Summary judgment may only be granted when the moving party shows “there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” V.R.C.P. 56(a) (applicable here through V.R.E.C.P. 5(a)(2)). The moving party shows that no material facts are in dispute principally by filing a statement of undisputed facts supported by

¹ The Unified Development Bylaw for the Town of Williston, Vermont uses the term “discretionary permit” to refer to all the types of approvals within the jurisdiction of the DRB, as contrasted with “administrative permits” which are issued directly by the zoning administrator. See Unified Development Bylaw § 4.3.

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JUL 15 2016
CLERK OF SUPERIOR COURT

materials in the record. V.R.C.P. 56(c)(1)(A). In reviewing a motion for summary judgment, the Court: 1) accepts as true any factual allegations made in opposition to the motion by the non-moving party, as long as they are supported by affidavits or other evidentiary material; and 2) gives the non-moving party the benefit of all reasonable doubts and inferences. Robertson v. Mylan Labs., Inc., 2004 VT 15, ¶ 15, 176 Vt. 356 (internal citation omitted).

Factual Background

In their motions, the parties filed and responded to statements of material facts. We recite the undisputed facts of the case as presented by the Town and the Appellants in their statements and documents attached as exhibits to their filings:

1. Alex Pintair received a discretionary permit from the DRB on August 23, 2016 to subdivide a 1.7-acre tract at 7997 Williston Road in Williston, Vermont (the Town).
2. The permit allows Mr. Pintair to retain an existing four-bedroom house, garage and barn on the 0.5-acre Lot #1, and to demolish an existing barn on the 1.2-acre Lot #2 and build a duplex with three bedrooms per unit in its place.
3. The Project is located in the Village Zoning District (VZD) and is also within the Williston Village Historic District.
4. The Project is located on U.S. Route 2, which is also named Williston Road.
5. Development in the VZD is regulated by the Unified Development Bylaw for the Town of Williston, Vermont (Bylaw), Chapter 42. The Bylaw was adopted on June 1, 2009 and last amended on August 18, 2015.
6. All lots in the VZD are required to have at least 40 feet of frontage on an existing or proposed public or private road. Bylaw § 42.3.4. Lot #2's road frontage on U.S. Route 2 is 45.4 feet.
7. The Town requires a minimum setback of 50 feet from the right-of-way of U.S. Route 2, "where it is town policy to maintain a wide, landscaped 'greenbelt.'" Bylaw § 42.3.3.2.

8. The 50-foot setback from U.S. Route 2 “must be landscaped as a Type I, III, or IV buffer in compliance with Chapter 23.” Bylaw § 42.3.3.5.²

9. A Type I or “existing vegetation” buffer is:

composed primarily of existing woodland or forest that must be of sufficient height and density to provide an effective visual buffer. Where this type of buffer is proposed, the landscaping plan shall include photographic documentation of the buffer’s effectiveness. The landscaping plan shall also propose supplemental new plantings where the existing vegetation is too thin to be an effective visual buffer. This type of buffer must be relatively wide to sustain its habitat value and to function as a woodland or forest that needs only minimal maintenance. Other types of buffers may be narrower, but are assumed to require regular maintenance.

Bylaw § 23.3.2.2.

10. A Type III or “informal plantings” buffer:

must be composed of a planted area that includes a ground cover, a partial understory of shrubs and small trees, and major trees. The minimum density of planting per 100 feet of buffer shall be a full ground cover, two major trees, three ornamental or understory trees, and any combination of shrubbery or flower beds that occupies at least 50% of the area at the time of planting. This type of buffer can be used in many circumstances. The DRB may require an earthen berm, a screening fence or wall, and/or additional plant materials where the uses being separated are substantially different in intensity. The buffer width reduction provided for in WDB 23.3.3 shall be given where the DRB requires a berm or fence.

Bylaw § 23.3.2.4.

11. Residential subdivisions with one- and two-family dwellings need to provide minimum landscaped buffers when they are next to other residential subdivisions. A minimum buffer width of 9 feet is required with Type III buffers. Bylaw Table 23.A.

12. Residential subdivisions with one- and two-family dwellings also must provide landscaped buffers when they abut mixed use developments that include residential use. A minimum buffer width of 23 feet is required with Type III buffers. Id.

² This section of the Bylaw refers to the “required setbacks in the RZD” in describing the permitted uses in the setback from U.S. Route 2 and other roads. “RZD” is the Residential Zoning District, another zoning district identified by the Town. The Court assumes this is a misprint, and that the Bylaw should instead refer to the VZD, or the Village Zoning District, which is the subject of Chapter 42 and the zoning district in which the Project is located.

13. Performance standards for the required landscaping are intended to, in part, protect functional existing vegetation as development occurs, ensure land use compatibility, and maintain and enhance the appearance and character of individual developments and the community. Bylaw Chapt. 23.
14. The current lot, prior to subdivision, is shaped like a long rectangle, with the short sides on the front and rear property lines.
15. Lot #2 includes the proposed duplex situated in the rear of the current parcel. Lot #2 also has a long, narrow section along the eastern boundary of Lot #1 up to U.S. Route 2 (the "panhandle").
16. No changes are proposed on the Project within the 50-foot setback from U.S. Route 2. Existing landscape in the setback includes a grassy lawn, deciduous trees and shrubs. An existing driveway that serves the existing home on Lot #1 is also in this setback and runs through a stand of mature and understory maple trees.³
17. The Applicant proposes to install a gravel drive running from the end of the existing driveway to the proposed duplex, which would be located behind the existing house.
18. The Applicant will need to remove some of the trees to extend the driveway to the duplex.
19. Lot #2 is primarily bordered by residential properties, with the exception of the property on its southeastern boundary, 8031 Williston Road, which is classified as "mixed use, including residential" for the purposes of determining the required landscaped buffers.
20. The access driveway for Lots #1 and #2 is contained in the 45.4-foot wide panhandle extending from Lot #2 that is covered with an existing stand of mature maple and understory trees.
21. The existing lot proposed for subdivision and the mixed-use property are buffered by the existing stand of mature maple and understory trees.
22. The Applicant proposes a Type III, 9-foot buffer along the external property boundary of Lot #2 adjacent to other residential uses where there is no existing vegetation.

³ The existing driveway will be shared by Lots #1 and #2.



DP 15-06

Regarding conditions of approval;

1. Clapboard siding of the building will have a 3" reveal as shown on plans.
2. Garage doors will have a wood veneer to show vertical siding congruent with the remainder of the garage siding, as shown on plans.
3. All conditions under this section will be met prior to construction. The planning office has a copy of the 1111 permit. Landscaping shall be installed in accordance with the designs on the final landscape diagrams filed with the town. All ROW's will be called out in the final deed as shown on the plans filed with the town.
4. Regarding condition 14, as shown on sheet C 1.0, area to the north of the rain garden shall be open space.

APPROVAL SIGNATURE BLOCK

Upon finding that the Final Plans complied with all requirements of the *Williston Development Bylaw* and all conditions imposed on the approval of Discretionary Permit # DP 15 - 06, which was approved by the Development Review Board on AUGUST 23, 2016, the Administrator/DRB Chairman approved the Final Plans for DP 15-06 on the 24 day of OCTOBER, 2017.

K. Bellin, Z.A.

~~Administrator's / DRB Chairman's signature~~

LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- APPROXIMATE PROPERTY LINE
- APPROXIMATE SETBACK LINE
- APPROXIMATE EASEMENT LINE
- SS --- APPROXIMATE SANITARY SEWER LINE
- FM --- APPROXIMATE SEWER FORCE MAIN
- W --- APPROXIMATE WATER LINE
- OE --- APPROXIMATE OVERHEAD ELECTRICAL LINE
- LE --- APPROXIMATE UNDERGROUND ELECTRICAL LINE
- G --- APPROXIMATE GAS LINE
- FENCE
- DRAINAGE SHALE/DITCH
- APPROXIMATE EDGE OF WOODS
- ⊙ DECIDUOUS TREE
- ⊙ CONIFEROUS TREE
- ⊙ SEWER MANHOLE
- ⊙ WATER VALVE
- ⊙ DRILLED WELL
- ⊙ POWER POLE
- ⊙ CRY WIRE
- ⊙ LIGHT POLE
- ⊙ GAS VALVE
- ⊙ SIGN POST
- ⊙ HIGH PILE/POD FOUND/SET
- ⊙ CONCRETE MONUMENT FOUND
- ⊙ PROJECT BENCHMARK

ZONING REQUIREMENTS

ZONING DISTRICT: VILLAGE CENTER ZONING DISTRICT (VZD)
 OUTLAW DISTRICTS: HISTORIC DESIGN REVIEW
 LOT SIZE: 1.23 AC.

DIMENSIONAL REQUIREMENTS:

	REQUIRED	EXISTING	PROP. LOT 1	PROP. LOT 2
MAXIMUM DENSITY (D.U./AC) -	1/0.5	1/1.73	1/0.5	1/0.62
MINIMUM LOT FRONTAGE (FT) -	40	135.7	50.3	45.4
MINIMUM FRONT YARD SETBACK (FT) -	20	31'	31'	333
MINIMUM SIDE YARD SETBACK (FT) -	10	4'	4'	23
MINIMUM REAR YARD SETBACK (FT) -	10	212	59	194
MINIMUM BUILDING HEIGHT (FT) -	36	<36	<36	<36

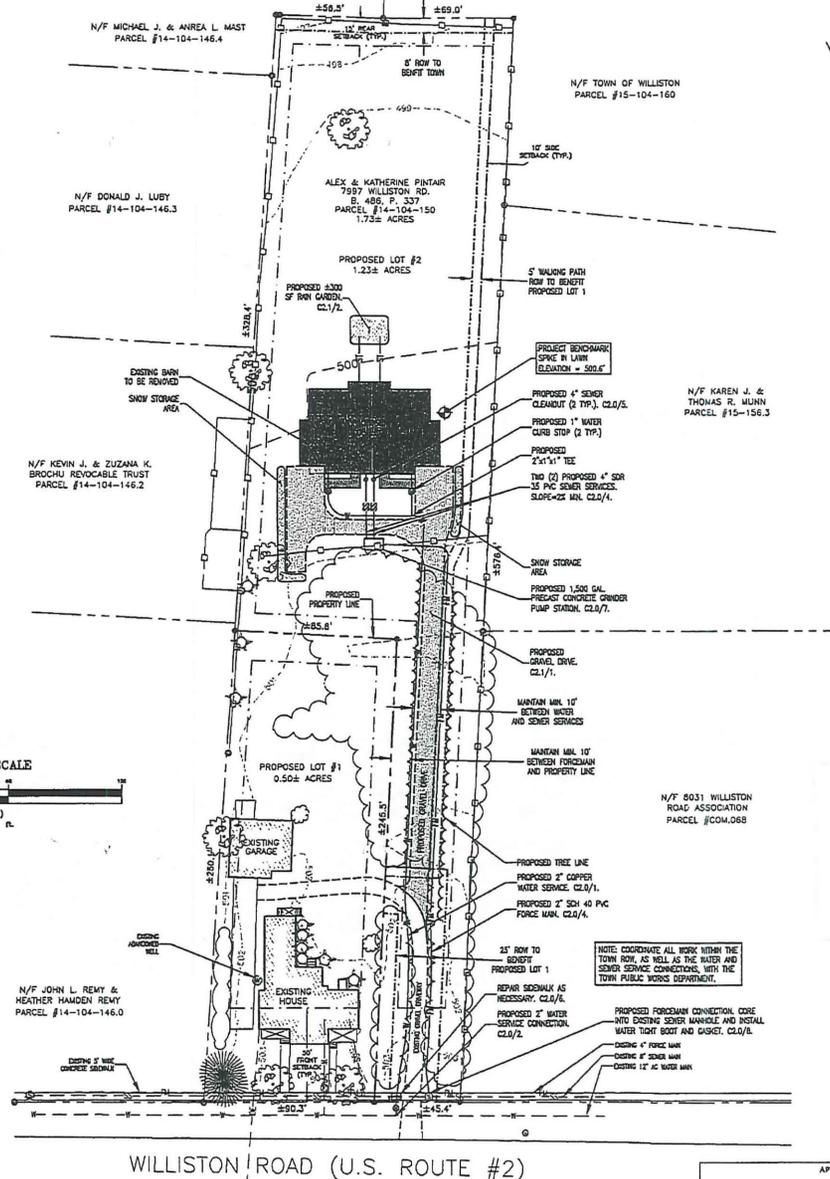
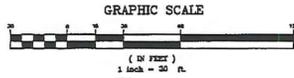
DESIGN FLOW CALCULATIONS

PROPOSED WATER DEMAND AND WASTEWATER FLOW:

- CONNECTING TO A WASTEWATER DISPOSAL SYSTEM WITH A DESIGN CAPACITY > 50,000 GPD
- EXISTING FOUR (4) BEDROOM HOUSE - 210 GPD
- 1 UNIT x 210 GPD/UNIT =
- PROPOSED DUPLEX WITH THREE (3) BEDROOMS PER UNIT - 420 GPD
- 2 UNITS x 210 GPD/UNIT =
- TOTAL PROPOSED WASTEWATER FLOW = 630 GPD

GENERAL NOTES

- 1) UTILITIES SHOWN DO NOT PURPORT TO CONSTITUTE OR REPRESENT ALL UTILITIES LOCATED UPON OR ADJACENT TO THE SITE SHOWN. THE CONTRACTOR SHALL FIELD VERIFY ALL UTILITY CONFLICTS AND REPORT THEM TO THE DESIGNER.
- 2) THE CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK AND SHALL COORDINATE ALL REQUIRED INSPECTIONS.
- 3) THE CONTRACTOR IS RESPONSIBLE FOR SAFE CONSTRUCTION OPERATIONS AND SHALL CONFORM TO ALL APPLICABLE REGULATIONS FOR SITE SAFETY.
- 4) THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL APPLICABLE EROSION CONTROL MEASURES. REFER TO THE MOST RECENT PUBLICATION OF THE STATE OF VERMONT EROSION CONTROL HANDBOOK.
- 5) THE CONTRACTOR SHALL NOTIFY THE DESIGNER OF ANY SITE CONDITIONS NOT REPRESENTED ON THE PLANS THAT INFLUENCE THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
- 6) THE CONTRACTOR SHALL REPAIR ALL DISTURBED AREAS AS A DIRECT OR INDIRECT RESULT OF THE CONSTRUCTION TO THEIR ORIGINAL CONDITIONS. ALL GROSS LAWN AREAS SHALL BE MAINTAINED UNTIL PERMANENT VEGETATION IS ESTABLISHED. MAINTAIN ALL TREES OUTSIDE OF THE CONSTRUCTION LIMITS.
- 7) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK NECESSARY FOR COMPLETE AND OPERABLE FACILITIES AND UTILITIES.
- 8) THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL ITEMS AND MATERIALS INCORPORATED INTO THE SITE WORK AND UTILITIES. WORK SHALL NOT COMMENCE ON ANY ITEM UNTIL SHOP DRAWING APPROVAL IS GRANTED.
- 9) IN ADDITION TO THE REGULATIONS IN THESE PLANS, THE CONTRACTOR SHALL COMPLETE THE WORK IN ACCORDANCE WITH ALL LOCAL AND STATE PERMITS CONDITIONS, AS WELL AS THE MOST RECENT EDITION OF THE STATE OF VERMONT ENVIRONMENTAL PROTECTION RULES, UNLESS OTHERWISE NOTED. ALL MATERIALS, ITEMS AND INSTALLATION PROCEDURES SHALL CONFORM TO THE LATEST EDITION OF THE VERMONT AGENCY OF TRANSPORTATION (AUT) STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- 10) THE TOLERANCE FOR ALL FINISHED GRADES SHALL BE 0.1 FEET.
- 11) THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AS-BUILT DRAWINGS WITHIN 10 DAYS FOLLOWING THE COMPLETION OF THE PROJECT.
- 12) ELEVATIONS AND COORDINATES SHOWN ARE BASED UPON AN ASSUMED DATUM.
- 13) PROPERTY LINE INFORMATION BASED UPON A PLAT ENTITLED "SUBDIVISION OF LANDS OF ALEX & KATHERINE PINTAIR, 7987 WILLISTON ROAD, WILLISTON, VERMONT", DATED FEBRUARY, 2015 AND PREPARED BY VERMONT MAPPING & SURVEYING CO., LLC. THE PROPERTY LINES, EASEMENTS, AND OTHER REAL PROPERTY DESCRIPTIONS PROVIDED IN THIS PERMIT APPLICATION ARE FOR PERMITTING PURPOSES ONLY. THEY DO NOT DEFINE LEGAL RIGHTS OR MEET LEGAL REQUIREMENTS FOR A LAND SURVEY AS DESCRIBED IN 36 V.S.A. & 2500(V), AND SHALL NOT BE USED IN LIEU OF A SURVEY AS THE BASIS OF ANY LAND TRANSFER OR ESTABLISHMENT OF ANY PROPERTY RIGHTS. THIS IS NOT A BOUNDARY SURVEY AND IS NOT INTENDED TO BE USED AS ONE.
- 14) SITE, GRADE AND UTILITY INFORMATION BASED UPON INFORMATION PROVIDED BY VERMONT MAPPING & SURVEYING CO., LLC. NO FIELD WORK WAS PERFORMED BY WILSON CONSULTING ENGINEERS, P.C. IN PREPARATION OF THIS PLAN. ANY CONFLICTS SHOULD BE REPORTED TO THE ENGINEER.



OWNER:
 Pintair, Alex & Katherine
 7987 Williston Rd.
 Williston, VT 05495

PROJECT:
 Proposed 2 Lot Subdivision
 7987 Williston Rd.
 Williston, VT 05465

SHEET TITLE:
 Proposed Conditions Site Plan



LOCATION MAP
 1" = 22,000'

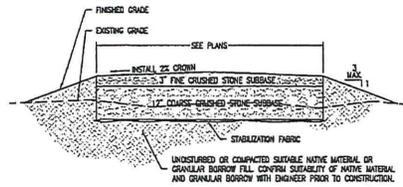
PROJECT NO.: 15007
 DATE: MARCH 30, 2015
 SCALE: 1" = 30'

REV. NO.	DESCRIPTION	DATE
1	GENERAL REVISIONS	3/21/15
2		
3		
4		
5		
6		
7		
8		
9		
10		

APPROVAL SIGNATURE BLOCK
 I hereby certify that the Plans comply with all requirements of the Williston Development Ordinance and all conditions imposed under approval of Discretionary Permit # 15-007. This plan was approved by the Development Review Board on 03/23/15. The Municipal Engineer/DES has approved the Final Plans on the 03/23/15 by *[Signature]*.

N/F CARTER SMITH & JOY PETERSON PARCEL #14-104-155
 N/F FROST INVESTMENTS, LLC PARCEL #14-104-157
 N/F 8016 WILLISTON RD, LLC PARCEL #14-104-169

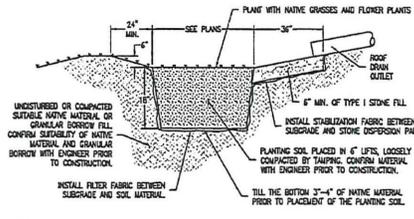
SHEET NUMBER:
 C1.0



- NOTES:
1. FINE AND COARSE CRUSHED STONE TO MEET AOT SPEC 704.05.
 2. STABILIZATION FABRIC TO MEET AOT SPEC 720.04 FOR GEOTEXTILE FOR ROADBED SEPARATOR.
 3. GRANULAR BORROW FILL TO MEET AOT SPEC 703.04.
 4. COMPACTION OF SUBBASE MATERIALS TO MEET AOT SPEC 301.06.

GRAVEL DRIVEWAY DETAIL

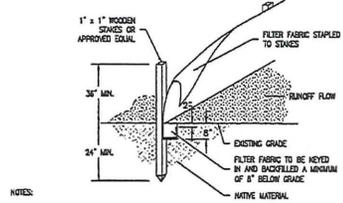
1
C2.1
N.T.S.



- NOTES:
1. PLANTING SOIL MATERIAL SHALL MEET THE VERMONT STORMWATER MANAGEMENT MANUAL APPENDIX B3 SPECIFICATIONS FOR BIORETENTION. IT IS VERY IMPORTANT TO MONITOR COMPACTION AND THE GUIDELINES SHOULD BE FOLLOWED EXPLICITLY.
 2. GRANULAR BORROW FILL TO MEET AOT SPEC 703.04.
 3. FILTER FABRIC TO MEET THE VERMONT STORMWATER MANAGEMENT MANUAL APPENDIX B3 GUIDELINES FOR GEOTEXTILE FABRIC.
 4. TYPE I STONE FILL TO MEET AOT SPEC 706.04(s).
 5. STABILIZATION FABRIC TO MEET AOT SPEC 720.04 FOR GEOTEXTILE UNDER STONE FILL.

RAIN GARDEN DETAIL

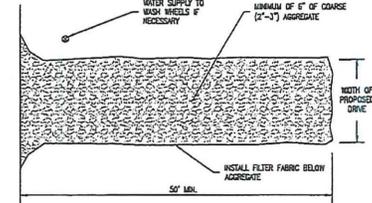
2
C2.1
N.T.S.



- NOTES:
1. SILT FENCE TO BE INSTALLED IN ACCORDANCE WITH AOT SPEC 648.04(s) AND USING MATERIAL MEETING AOT SPEC 720.04 FOR SILT FENCE.
 2. WOODEN STAKES TO BE INSTALLED A MINIMUM OF 6' O/C.
 3. INSTALL SILT FENCES AT TOES OF ALL UNPROTECTED SLOPES AND AS PARALLEL TO CONTOURS AS POSSIBLE. THIS INCLUDES ALL FILLED OR UNPROTECTED SLOPES CREATED DURING CONSTRUCTION, NOT NECESSARILY REFLECTED ON THE FINAL PLANS. CLAMP THE ENDS OF THE FENCE UP INTO THE SLOPE. WHEN SILT FENCE IS INSTALLED ON UNDER CROSS SLOPES, "Y" HOODS SHALL BE INSTALLED EVERY 50' MINIMUM TO MINIMIZE SEDIMENT LOAD AT BOTTOM OF SLOPE. WHEN TWO SECTIONS OF FABRIC MEET EACH OTHER, THEY SHALL BE OVERLAPPED BY 6', FOLDED AND STAPLED.
 4. SILT FENCE TO BE INSTALLED PRIOR TO CONSTRUCTION AND MAINTAINED UNTIL SLOPES ARE STABILIZED AND PERMANENT VEGETATION IS ESTABLISHED. REMOVE SEDIMENT WHEN ACCUMULATED TO HALF THE HEIGHT OF THE FENCE.

SILT FENCE DETAIL

3
C2.1
N.T.S.



- NOTES:
1. STONE CONSTRUCTION ENTRANCE TO BE INSTALLED IN ACCORDANCE WITH AOT SPEC 633.10 AND USING MATERIAL MEETING AOT SPEC 704.17A. FILTER FABRIC TO MEET AOT SPEC 720.04 FOR GEOTEXTILE FOR ROADBED SEPARATOR.
 2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF SEDIMENT ONTO THE PUBLIC ROW. THIS MAY REQUIRE MAINTENANCE AND REPAIR OF ANY MEASURES USED TO TRAP SEDIMENT.
 3. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO THE PUBLIC ROW.
 4. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AGGREGATE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP.

CONSTRUCTION ENTRANCE DETAIL

4
C2.1
N.T.S.



OWNER:
Pintair, Alex & Katherine
7997 Williston Rd.
Williston, VT 05495

PROJECT:
Proposed 2 Lot Subdivision
7997 Williston Rd.
Williston, VT 05495

SHEET TITLE:
Proposed Details Plan



LOCATION MAP 1" = 2,000'

PROJECT NO.: 15007		
DATE: MARCH 30, 2015		
SCALE: 1" = 30'		
REV. NO.	DESCRIPTION	DATE
1	GENERAL REVISIONS	3/21/16
2		
3		
4		
5		
6		
7		
8		
9		
10		

APPROVAL SIGNATURE BLOCK
Upon finding that the Final Plans complied with all requirements of the Williston Development Bylaw and all conditions imposed on the approval of Discretionary Permit # 15007, the which was approved by the Development Review Board on 15th day of March, 2015, the Administrative Chairman approved the Final Plans for 2078-0000 day of 03/20/15 2015
[Signature]
Administrative Chairman

SHEET NUMBER:
C2.1

APPROVAL SIGNATURE BLOCK

Upon finding that the Final Plans complied with all requirements of the *Williston Development Bylaw* and all conditions imposed on the approval of Discretionary Permit # DP 15-03, the Planning Board approved by the Development Review Board on APR 24, 2016 at 7:00 PM. The Chairman approved the Final Plans for 12.12.12.A. on the 24th day of APR, 2016.

Richard A. ...
 Chairman's / DP# Chairman's Signature

Willislow Design Collaborative
 1807 34-2225
 PO Box 923
 Richmond, VT 05477
 Phone: 802-461-5471
 www.willislowdesign.com

John Linn ADA Architect
 802-724-0934
 www.jlinndesign.com

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CONTACTS

PROJECT
 7997 Williston Road
 DP 15-03

Williston, Vermont

ISSUE REVISION LOG

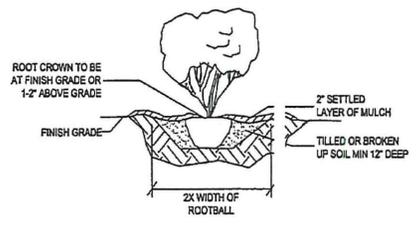
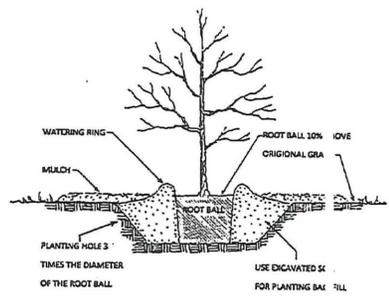
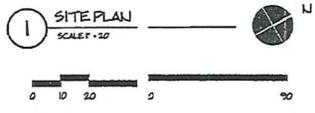
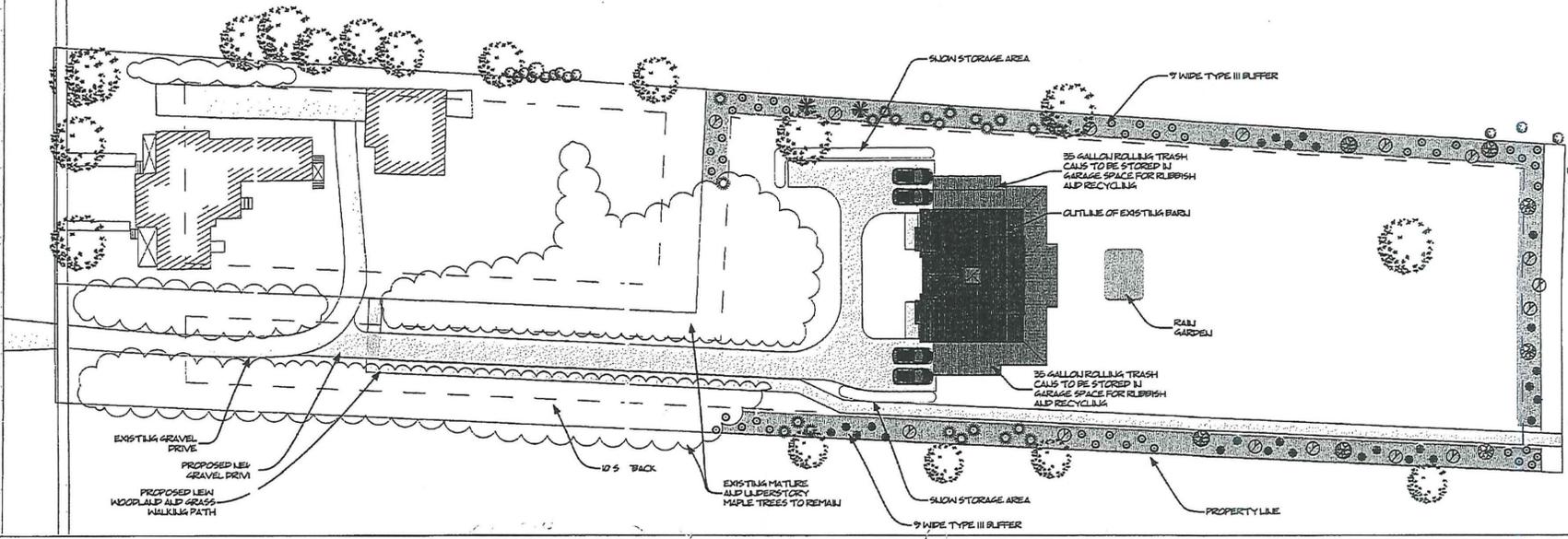
03.14.16
03.30.16
04.08.16
04.14.16
05.22.16
07.01.17

SHEET TITLE
 Landscaping and Site Maintenance Plan

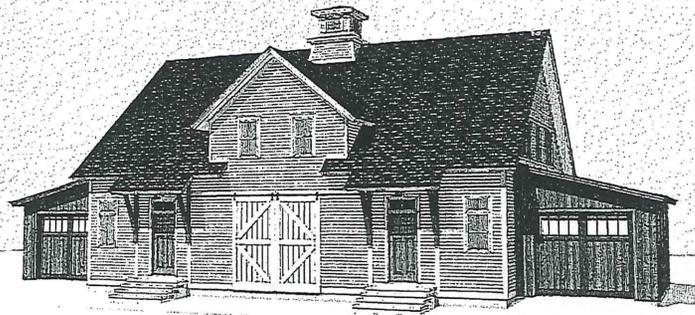
SCALE: AS NOTED

SHEET NUMBER

C3.0



PLANT LEGEND				
SYMBOL	QTY	COMMON	BOTANICAL	SIZE
(Symbol)		EXISTING TREE		
(Symbol)	3	FLOWERING CRABAPPLE	MALUS DOUGLAD WYMAN	2.2.5'
(Symbol)	23	NIAGARA AMERICAN ARBORVITAE	THUJA OCCIDENTALIS	6-7'
(Symbol)	27	SIBIRICA DOGWOOD	CORALLIS ALBA 'SIBIRICA'	3 GAL
(Symbol)	40	BRILLIANTISSIMA CHOKEBERRY	ARONIA ARBUTIFOLIA 'BRILLIANTISSIMA'	3 GAL
(Symbol)	4	RED SUNSET MAPLE	ACER RED SUNSET	2.2.5'
(Symbol)	15	SHADBLON SERVICEBERRY CLUMP	AMELANCHIER CALAPENSIS	10 GAL
(Symbol)	3	WHITE SPRUCE	PICEA GLAUCA	5-6'



4 SOUTH EAST PERSPECTIVE
NOT TO SCALE



3 SOUTH WEST PERSPECTIVE
NOT TO SCALE



RLM LIGHT FIXTURE
NOT TO SCALE



1 SOUTH ELEVATION
SCALE 1/4" = 1'-0"

34'-0" TYP
57'-6" TYP
36'-0"

APPROVAL SIGNATURE BLOCK
Upon finding that the Final Plans complied with all requirements of the Williston Development Order and all conditions imposed on the approval of Discretionary Permit # DP 15-03, which was approved by the Development Review Board on 03/20/2015, the Administrator/DRB Chairman approved the Final Plans for the above project.
R. B. [Signature] E.A.
Administrator / DRB Chairman

- TRIM PAINTED WHITE, TYP.
- WHITE CLAP SILLIATED DIVIDED LITE W/SCREENS WITH FIXED EXTERIOR GRILLES
- CLAPBOARD SILLI PAINTED WHITE, TYP.
- BARBOARD SILLI AND TRIM
- CHARCOAL GREY 5" TALL SLAT SEAM METAL ROOF
- CEPDR PECKING LACTUAL FLASH
- BARBOARD

Hillview Design Collaborative
602434-2225
PO Box 938
Richmond, VT 05477

Mark Brunner ASA
Architect
83.463.5473
markbrunner@hillview.com

John Linn ASA
Architect
802.774.0254
jlinn@hillview.com

These drawings are the work of the firm of Hillview Design Collaborative and have been prepared specifically and solely for the project named herein. They are not valid for use on other projects or in other locations without the participation of either Design Collaborative or the architect named herein. Reproduction of these drawings in any other form without the written consent of Design Collaborative shall be deemed a violation of the copyright laws of the United States and other countries and may result in legal action.

CONTACTS

PROJECT
7997 Williston Road
DP 15-03
Williston, Vermont

ISSUE	REVISION LOG
03.14.15	
03.20.15	
04.08.15	
04.14.15	
05.22.15	
07.01.17	

SHEET TITLE
South and East Elevations

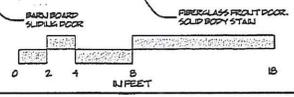
SCALE AS NOTED

SHEET NUMBER

A2.00

NOT FOR CONSTRUCTION

The use of the Schematic drawings for construction purposes shall be solely at the Contractors and/or Owners risk. The Architect can accept no responsibility for the use of these drawings for construction purposes. Continued involvement of the Architect for the construction phase of the project shall require drawings marked "For Construction" and shall require suitable development of the drawings and documents at the discretion of the Architect, with the approval of the Owner. These drawings and documents require, but may not be limited to: Dimensioned Plans and Sections, and the structural review and approval by a certified Engineer.





GENERAL ADDENDUM

PROPERTY ADDRESS:

7997 Williston Road, Williston, VT 05495

This General Addendum to the certain Purchase and Sale Contract dated as of 07/17/2018

Is made by and between

Buyer(s) Kenneth W. Miller II or assignees

And

Seller(s) Katherine Pintair Alex Pintair

Seller shall within two (2) business days of execution apply, pay for and obtain a building permit pursuant to the Zoning Permit previously issued to build a duplex on the Property. Buyer shall after the expiration of the fourteen (14) day appeal period reimburse Seller for the cost of the building permit. In the event that the building permit is appealed, Seller shall have twenty eight (28) days from the date of the appeal to resolve the appeal in Seller's favor. In the event Seller is unable to resolve the appeal in Seller's favor, this Contract shall be deemed null and void and Seller agrees that the Escrow Agent may return the Buyer's deposit to Buyer.

[Signature box]

Buyer:

[Signature box]

Buyer:

[Signature box]

Seller:

[Signature box]

Seller:

RECEIVED
JUL 22 2019
PLANNING/ZONING

GENERAL ADDENDUM

PROPERTY ADDRESS:

7997 Williston Road, Williston, VT 05495

This General Addendum to the certain Purchase and Sale Contract dated as of 07/17/2018

Is made by and between

Buyer(s) Kenneth W. Miller II or assigns

And

Seller(s) Alex Pintair Katherine Pintair

The parties agree that the Seller shall upon Closing and transfer of Title to the Property to the Buyer grant the Buyer a "Right of First Refusal" on the lot of land with all improvements thereon, including but not limited to a single family home located at 7997 Williston Road, Williston, Vermont (Span 759-241-11908) (the "House Lot").

In exchange for the Right of First Refusal, Buyer shall pay Seller Five Thousand and 00/100 Dollars (\$5,000.00).

The Right of First Refusal shall give the Buyer the right to match the terms of any bonafide third party offer received by the Seller that the Seller desires to accept on the House Lot. Seller shall provide notice to the Buyer upon Seller's decision to accept the offer on the House Lot. Buyer shall have twenty four (24) hours to notify the Seller of whether Buyer will match the terms of the offer or not match the terms of the offer. In the event Buyer elects to match and accept the terms of the offer presented by the Seller, the Buyer shall notify the Seller within twenty four (24) hours. If the Buyer fails to notify the Seller within twenty four (24) hours then Buyer shall be deemed to have waived Buyer's Right of First Refusal and Seller shall be allowed to accept the offer from the other buyer. Seller shall further be entitled to retain the Buyer's Five Thousand and 00/100 Dollar payment.

In the event the Buyer elects to exercise Buyer's Right of First Refusal and ultimately purchases the House Lot then Buyer's Five Thousand and 00/100 Dollar payment shall be applied to the Purchase Price of the House Lot and credited by the Seller to the Buyer at the closing of the House Lot.

Seller agrees that Seller shall at Closing transfer any and all of Seller's rights, title and interest to any and all permits, licenses and applications to the Property.

[Signature box]

Buyer:

[Signature box]

Buyer:

[Signature box]

Seller:

[Signature box]

Seller:



Vermont Real Estate Commission Mandatory Consumer Disclosure



[This document is not a contract.]

This disclosure must be given to a consumer at the first reasonable opportunity and before discussing confidential information; entering into a brokerage service agreement; or showing a property.

RIGHT NOW YOU ARE NOT A CLIENT

The real estate agent you have contacted is not obligated to keep information you share confidential. **You should not reveal any confidential information that could harm your bargaining position.**

Vermont law requires all real estate agents to perform basic duties when dealing with a buyer or seller who is not a client. All real estate agents shall:

- Disclose all material facts known to the agent about a property;
- Treat both the buyer and seller honestly and not knowingly give false or misleading information;
- Account for all money and property received from or on behalf of a buyer or seller; and
- Comply with all state and federal laws related to the practice of real estate.

You May Become a Client

You may become a client by entering into a written brokerage service agreement with a real estate brokerage firm. Clients receive the full services of an agent, including:

- Confidentiality, including of bargaining information;
- Promotion of the client's best interests within the limits of the law;
- Advice and counsel; and
- Assistance in negotiations.

You are not required to hire a brokerage firm for the purchase or sale of Vermont real estate. You may represent yourself.

If you engage a brokerage firm, you are responsible for compensating the firm according to the terms of your brokerage service agreement.

Before you hire a brokerage firm, ask for an explanation of the firm's compensation and conflict of interest policies.

Brokerage Firms May Offer NON-DESIGNATED AGENCY or DESIGNATED AGENCY

- **Non-designated agency** brokerage firms owe a duty of loyalty to a client, which is shared by all agents of the firm. No member of the firm may represent a buyer or seller whose interests conflict with yours.
- **Designated agency** brokerage firms appoint a particular agent(s) who owe a duty of loyalty to a client. Your designated agent(s) must keep your confidences and act always according to your interests and lawful instructions; however, other agents of the firm may represent a buyer or seller whose interests conflict with yours.

THE BROKERAGE FIRM NAMED BELOW PRACTICES DESIGNATED AGENCY

I / We Acknowledge Receipt of This Disclosure

This form has been presented to you by:

Printed Name of Consumer

Signature of Consumer

Date

[] Declined to sign

Printed Name of Consumer

Signature of Consumer

Date

[] Declined to sign

Flat Fee Real Estate

Printed Name of Real Estate Brokerage Firm

Printed Name of Agent Signing Below

Signature of Agent of the Brokerage Firm

Date



PURCHASE AND SALES CONTRACT

Property Address:

7997 Williston Road, Williston, VT 05495

This Purchase and Sales Contract (hereinafter "Contract") is made as of 07/17/2018

By and between:

Buyer(s): Kenneth W. Miller II or assigns (Collectively hereinafter the "Buyer")

And

Seller(s): Alex Pintair Katherine Pintair (Collectively hereinafter the "Seller")

1. Offer:

Buyer offers to purchase the following from the Seller:

Physical Address/Location of the Property: Williston Road Lot 2 @7797, Williston, VT 05495

Type(s) of Structures and Improvements on the Property: Lot of Land

Approximate Size of Land being sold: 1.23 acres

NNEREN MLS #: 4732777

SPAN Number(s) of the Property: 759-241-14336 (hereinafter collectively referred to as the "Property")

2. Buyer's offer to seller shall Expire on:

07/19/2019 at 5 pm

3. The Purchase Price:

Buyer shall pay the Seller the purchase price of \$ 130,000 .00 (hereinafter the "Purchase Price").

4. The Deposit: Upon Seller's execution of this Contract, Buyer will deliver a "Good Faith Deposit" of \$ 25,000 .00 to be held in escrow by Flat Fee Real Estate (hereinafter the "Escrow Agent").

Buyer Initials []

Buyer Initials []

Seller Initials []

Seller Initials []

5. Closing: Unless the parties mutually agree otherwise after this Contract is executed, the Closing shall occur on 09/16/2019
The time of day and place of the Closing shall mutually agreed upon by the Buyer and the Seller using good faith.

6. Financing Contingency: ~~Buyer's offer to purchase the Property is contingent upon Buyer obtaining financing for the purchase as follows:-~~

Loan Amount: N/A Loan Term (no. of years): N/A

Interest Rate of Loan: N/A Loan Commitment Date: N/A

~~Buyer agrees to act diligently and in good faith to obtain such financing. Buyer shall within seven (7) calendar days of the mutual execution and delivery of this Contract submit a completed mortgage application for financing to at least one entity currently providing such loans requesting financing that meets the terms above.~~

~~In the event the Buyer cannot receive approval for financing pursuant to the foregoing, Buyer shall on or before the Loan Commitment Date above notify Seller in writing, which may be by electronic mail from either the Buyer or Buyer's representative, that Buyer was unable to obtain financing thereby terminating Buyer's obligations under this Contract. If the Contract is terminated pursuant to this provision, Seller shall instruct the Escrow Agent to return Buyer's Good Faith Deposit immediately.~~

7. Preapproval of Financing: ~~Buyer must within five (5) calendar days of executing this Contract provide Seller with a pre-approval or pre-qualification letter from a lender evidencing that they have been "preapproved" for financing per the terms above.~~

8. Fixtures and Personal Property Included in the Sale: Unless excluded in writing by the Seller in this Contract, all fixtures at the Property are included in the sale of the Property. Furthermore to the extent that the following are not considered fixtures under the law they too shall be included in the sale: screens, storm windows, curtain rods, blinds, carpeting (not rugs), satellite dishes, landscaping (trees, shrubs, flowers, etc. . .), central vacuum, central vacuum equipment and bathroom mirrors. The Buyer and Seller shall further complete a Personal Property Addendum to attach and be made part of this Contract listing all other personal property being conveyed as part of this transaction.

9. Permit Compliance: Buyer and Seller agree that the Property may be subject to the terms and conditions of certain Federal, State and local permits governing the use of the Property. Seller represents that to the best of Seller's knowledge that the Property is in compliance with permits that govern the use of the Property. Seller further represents that Seller has not received notice of any alleged violation of any Federal, State or local permit governing the use of the Property. Seller further agrees to immediately notify Buyer if Seller receives any notice of an alleged violation of a Federal, State or local permit from the time of execution of this Contract until the Closing.

Buyer Initials

Buyer Initials

Seller Initials

Seller Initials

10. Possession: Seller shall deliver possession of the Property, including any and all keys, garage door openers, access codes, access devices, and any personal property being conveyed hereunder to Buyer at the time of Closing unless otherwise agreed upon in writing by the parties hereto. Seller shall leave the Property "broom clean" and free of all occupants. Seller shall remove all personal property prior to the Closing. Buyer may inspect the Property up to 24 hours prior to the Closing to confirm the condition of the Property is broom clean. However, Buyer understands that Seller has until the Closing to remove Seller's personal property from the Property.

11. Payment of Funds to Seller: Buyer shall pay the Seller the Purchase Price at the Closing. The Buyer and Seller agree that the closing/settlement agent (closing attorney, title agent, lender, etc..) will make the decision on the method for delivering the funds to the Seller unless Seller and closing/settlement agent mutually agree otherwise prior to Closing.

12. Transfer of Title: Seller shall deliver at Closing a Warranty Deed to the Buyer conveying "Marketable Title" to the Property to the Buyer. "Marketable Title" is defined by Vermont law.

13. Property Transfer Tax: Unless Buyer and Seller agree otherwise in writing, Buyer shall be responsible for and shall pay the Vermont Property Transfer Tax at the Closing

14. Vermont Land Gains: Unless Buyer and Seller agree otherwise in writing, Seller shall be responsible for and shall pay the Vermont Land Gains Tax at the Closing. Seller may, instead of paying Vermont Land Gains Tax, provide proof to the Buyer and the closing/settlement agent that no tax is due under the applicable Vermont Land Gains law. Proof shall be delivered at least four (4) business days before Closing.

15. Act 250 Disclosure: If the sale of the Property includes the portioning or division of land as set under the law commonly known as "Act 250" and an Act 250 Disclosure Statement is required, Seller shall provide the Act 250 Disclosure Statement to the Buyer within the timeframe required by the law.

16. FIRPTA: If the Seller is subject to the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA), Buyer shall withhold the amount required by law and file a Withholding Tax Return with the Internal Revenue Service unless Seller provides proof, at least four (4) business days before Closing, that no withholding is required. In the event Seller fails to disclose to the Buyer that Seller is subject to the FIRPTA and subject to a withholding, Seller shall indemnify and hold Buyer harmless from any and all costs, expenses, taxes and liability that Purchase may incur as a result of Seller's failure, including Buyer's reasonable attorney's fees.

17. Non-Resident Vermont Withholding: If the Seller is a non-resident of Vermont, Buyer shall withhold the amount required by law and file a Withholding Return with the Vermont Department of Taxes unless Seller provides proof, at least four (4) business days before Closing, that no withholding is required. In the event Seller fails to disclose to the Buyer that Seller is a non-resident of Vermont, Seller shall indemnify and hold Buyer harmless from any and all costs, expenses, taxes and liability that Purchase may incur as a result of Seller's failure, including Buyer's reasonable attorney's fees.

Buyer Initials

Seller Initials

Buyer Initials

Seller Initials

18. Title Search and Objections: Buyer's obligations under this Contract are contingent upon Buyer, at Buyer's sole cost and expense, having the title to the Property examined prior to the Closing. Buyer shall notify Seller in writing (which may be by electronic mail) of any objections to the title which render the title "unmarketable" under Vermont law. Seller shall use all reasonable efforts to cure the title objections in a timely manner. Seller shall have thirty (30) days from the date of receipt of the Buyer's title objections to cure those objections.

However, in the event that the Seller has not cured the title objections by Closing, Buyer shall have the option to terminate this Contract and shall receive back the Deposit. Buyer may further pursue such other legal and equitable claims that may be available to Buyer as a result of Seller's failure to be able to convey marketable title to Buyer.

19. Closing Credits, Debits and Adjustments: Seller shall be responsible for taxes, expenses, utility charges, fees, assessments, fuel charges and other expenses incurred until the date of Closing. Buyer shall be responsible for taxes, expenses, utility charges, fees, assessments, fuel charges and other expenses incurred in the normal maintenance of the Property from the time of the Closing forward. Buyer and Seller agree that the closing/settlement agent will make the necessary adjustments and shall either credit the amount to or deduct the amount from the amount due Seller.

20. Oil: Notwithstanding #19 above, for properties that use and store fuel oil the Buyer shall have the option to either pay the Seller for the remaining fuel at the time of Closing or demand that the Seller have all oil removed prior to Closing. Seller shall, within three (3) days from the execution of this Contract, notify Buyer of the amount per gallon that the Buyer will be responsible for paying at the time of Closing. Buyer shall then within five (5) days thereafter notify Seller to either have the oil removed or will agree to pay the per gallon price offered by the Seller at Closing. In the event Buyer fails to notify the Seller of their decision, Buyer shall be required to pay the per gallon amount at Closing for any remaining fuel at the Property. Any credit due to the Seller for oil shall be added to the amount due Seller at Closing and be paid at the same time as the Purchase Price proceeds.

21. Propane: Notwithstanding #19 above, propane sales, delivery and usage are regulated separately under Vermont law (see 9 VSA 2461b and Vermont Attorney General CP 111) as such any ability prorate, credit or deduct propane charges necessarily fall outside of the purview of this Contract. Seller should take steps in accordance with Vermont's propane laws and regulations to arrange for termination of propane service. Buyer should take steps in accordance with Vermont's propane laws and regulations to arrange for propane service to the Property.

22. Breach of Contract: Upon the occurrence of a breach of any term or provision of this Contract by a party (defaulting party), the non-defaulting party shall be entitled to terminate this Agreement immediately in addition to any remedy such party may have at law or equity. The non-defaulting party shall send a notice of the breach to the defaulting party with a copy to the Escrow Agent.

Buyer Initials

Seller Initials

Buyer Initials

Seller Initials

23. Mediation of Disputes: In the event of a dispute between the parties, if the parties are unable to reach an amicable agreement regarding the dispute, the parties hereto agree to participate in non-binding mediation. The parties agree that they will participate until the earlier of an agreement being reached or a minimum of one (1) hour. The mediator shall be a licensed attorney in the State of Vermont. The parties agree to split the costs equally of the mediation (mediator fee, room fee, etc...) unless an agreement is executed at the conclusion of the mediation requiring a different cost allocation.

24. Deposit: Buyer and Seller agree and instruct Escrow Agent to release and disburse the Good Faith Deposit at the time of Closing to the closing/settlement agent for disbursement by the closing/settlement agent to the appropriate party at Closing. In the event of a breach, the non-defaulting shall be entitled to retain the Good Faith Deposit as liquidated damages. In the event that the non-defaulting party elects to retain the Good Faith Deposit as liquidated damages, the non-defaulting party waives their right to pursue additional remedies at law or equity. In the event that the non-defaulting party elects to pursue its remedies at law or equity, the non-defaulting party shall send written notice to the defaulting party of their election within ten (10) days of the notice of the breach. In the event that the non-defaulting party elects to pursue its remedies at law or equity or the Escrow Agent does not receive written instructions allowing Escrow Agent to release the Good Faith Deposit to the non-defaulting party, Escrow Agent may transfer the Good Faith Deposit to a court of competent jurisdiction. The release of the Good Faith Deposit or the transfer of the Good Faith Deposit to a court of competent jurisdiction shall relieve Escrow Agent of any further duties with respect to the Deposit and Buyer and Seller agree to hold Escrow Agent harmless and indemnify Escrow Agent. In the event that the Buyer terminates this Contract pursuant to Buyer's rights terminate under any provision or contingency of this Contract, Seller agrees that the Deposit shall be immediately returned to the Buyer and Seller agrees to instruct the Escrow Agent accordingly.

25. Interest on Deposit: Pursuant to the State of Vermont Real Estate Commission Rules, if the interest on the Deposit is reasonably expected to be less than One Hundred and 00/100 Dollars (\$100.00) then the Deposit must be placed in the Escrow Agent's Trust Account and the interest will be automatically sent to the Vermont Housing Finance Agency to help with affordable housing in Vermont. Seller and Buyer understand and agree to the foregoing.

Pursuant to the State of Vermont Real Estate Commission Rules, if the interest on the Deposit is reasonably expected to be greater than One Hundred and 00/100 Dollars (\$100.00) then the Deposit must be placed in its own individual interest bearing account unless Seller and Buyer agree that the Deposit can be placed in the Escrow Agent's Trust Account and the interest automatically sent to the Housing Finance Agency to help affordable housing. Pursuant to the Rules, the Buyer's social security number shall be the one used to establish the separate interest bearing account if one is needed.

26. Seller Insurance: Until the Closing, Seller shall continue to carry the risk of loss of the Property. Seller shall carry reasonable amounts of property and casualty insurance on the Property to protect against risk of loss. In the event that there is a loss and the building or other improvements are damaged or destroyed, Buyer may either accept the Property along with any insurance proceeds for the loss or Buyer may terminate this Contract and receive the Good Faith Deposit back.

Buyer Initials

Buyer Initials

Seller Initials

Seller Initials

27. Amendments to the Contract: Any amendments to this Contract must be in writing and signed by the party to be charged.

28. Counterparts: This Contract may be executed in separate counterparts and the counterparts shall constitute one agreement.

29. Transmission: The parties hereto agree that executed copies of this Agreement and amendments are valid if sent via mail, electronic mail with a scanned copy attached or by facsimile with a copy transmitted. Notice sent and received by the duly authorized agents/attorneys of the parties shall be acceptable so long as the notice is signed by the party to be charged.

30. Successors and Assigns: This Contract may not be assigned without the express written consent of the other party. Notwithstanding the foregoing, Buyer may assign its interest in this Contract to an entity (Trust, LLC, Partnership) owned by Buyer. This Contract shall inure to the benefit of Buyer's and Seller's beneficiaries, heirs, successors and assigns.

31. Controlling Law: The laws of the State of Vermont shall govern this Contract.

32. Seller's Acceptance: By executing this Contract Seller agrees to convey title to the Property to the Buyer on the terms and conditions set forth herein. Seller must accept Buyer's offer prior to the Offer Expiration above. Seller understands that Buyer may revoke Buyer's offer at any time prior to Seller accepting Buyer's offer.

33. Time of the Essence: Time is of the essence of each and every provision of this Contract and with respect to all dates and timeframes set forth in this Contract.

34. Attorneys Fees: In the event that legal action is brought by either the Buyer or the Seller, the parties agree to pay their own attorneys fees and neither shall seek reimbursement from the other party for attorney fees in the event that an action is successfully adjudicated.

35. Addenda: The following checked addenda are hereby made a part of this Contract and incorporated by reference here:

- | | | |
|---|--|--|
| <input type="checkbox"/> Appraisal Addendum | <input type="checkbox"/> Commission Addendum | <input type="checkbox"/> Common Interest Ownership |
| <input type="checkbox"/> Fire Marshall Addendum | <input checked="" type="checkbox"/> General Addendum | <input type="checkbox"/> Home Sale Addendum |
| <input type="checkbox"/> Inspection Addendum | <input type="checkbox"/> Kick Out Clause | <input type="checkbox"/> Lead Paint Addendum |
| <input type="checkbox"/> Personal Property | <input type="checkbox"/> Probate Addendum | <input type="checkbox"/> Radon Addendum |
| <input type="checkbox"/> Rental Property | <input type="checkbox"/> Wastewater Addendum | <input type="checkbox"/> Well Water Addendum |

Buyer Initials

Seller Initials

Buyer Initials

Seller Initials

This contract is executed on the last date signed below.

Buyer:

Buyer:

Seller:

Seller:

Buyer Initials

Seller Initials

Buyer Initials

Seller Initials

Development Agreement # 446

DP 15-06 AP 20-0025

Pintair

Appendix C - Model Development Agreement

Each development agreement must be carefully crafted to ensure compliance with the *Williston Development Bylaw*. This model and the accompanying annotations are a starting point.

-- Development Agreement --

Alex Pintair

This is an agreement between the Town of Williston (the Town) and (owner's name), (the Developer), the owner of (project name) (the Development), together known as the parties to this agreement.

Pintair Subdivision

1. *What is the purpose of this agreement?* The purpose of this development agreement, which is required by Section 7.1.5 of the *Williston Development Bylaw*, is to set forth in detail when and in accord with what plans and standards the Developer will construct or install the required improvements in the Development. This development agreement also addresses the inspection of those required improvements and establishes how the Developer will guarantee that the promised improvements are in fact made.

2. *What is the term of this agreement?* The term of this agreement begins when it is signed by the Town Manager and ends at the time the last promise is fulfilled by either of the parties. The Town Manager's signature will follow approval of the final plans for the Development by the Williston Development Review Board. This agreement must be signed by the Town Manager and recorded before an administrative permit for work on the Development will be approved.

When does the developer sign? The developer must provide a signed copy of the proposed development agreement with the final plans when they are submitted for review by the DRB.

3. *On what consideration is this agreement based?* The basis for this development agreement is the approval of the final plans submitted in compliance with the Williston Development Review Board's approval of Discretionary Permit 15-06. It is understood that the scope of this agreement is confined to the required improvements that are shown on the approved final plans (see Item 4, below) and listed in Attachment A of this agreement. This development agreement is not intended to address other conditions of approval.

Could a development agreement address other conditions of approval? It is possible that the town and a developer could use a development agreement to address conditions of approval that are not related to required improvements. That possibility is not anticipated in this model, but the language above could be revised and additional items addressing other types of conditions of approval could be added to a development agreement.

4. *Are the approved final plans for the development part of this agreement?* Yes.

4.A. *the Simple Version:* The final plans of the Development, as approved by the Williston Development Review Board on (date) ^{24 OCTOBER 2017} are hereby incorporated into this agreement by reference. It is understood that those approved final plans are binding on the Developer and the Town, and that this creates a vested right for the Developer, as provided by WDB 2.2. It is also understood that only the minor changes in plans permitted by WDB 5.6 are permitted without renegotiation of this development agreement.

~~OR~~

~~4.B. *the Phased Version:* The final plans of the Phase/s *I/I-n*, approved by the Williston Development Review Board are hereby incorporated into this agreement by reference. It is understood that those approved final plans are binding on the Developer and the Town, and that this creates a vested right for the Developer, as provided by WDB 2.2. It is further understood that the final plans for additional phases of the Development will be submitted to the Williston Development Review Board for review in accord with the following schedule.~~

8.C. By the Applicant. The Developer will provide (weekly, bi-weekly, monthly – insert a time frame here) reports of inspections conducted by (list who – engineers, architects, landscape architects, etc.) to the Administrator and/or DPW.

9. Will as-built drawings be required? Yes. As-built drawings must be provided to the Town as required by WDB 7.1.9 and the *Williston Public Works Standards*.

10. What happens if the Developer fails to construct or install the improvements covered by this agreement in a timely manner? As provided by WDB 7.1.6.3, if the Developer fails to construct or install the improvements listed in Attachment A within the time frames established by this development agreement, the Town may use the securities provided in accord with 12 and 13, below, to complete the required improvements. If any funds remain in the escrow account after the Town has completed the required improvements, those funds will be returned to the Developer.

12. What securities must be provided to guarantee the completion of improvements that will become the property of the Town or another public agency? In accord with WDB 7.1.6.1, the Developer agrees to provide security by depositing funds equal to 110% of the estimated cost of constructing or installing the improvements that are to become publicly owned in an escrow account before an administrative permit for any work on the Development is approved. Attachment B provides details on the amount, name and location of the escrow account. That Attachment also provides details on how funds may be released as work proceeds, is inspected, and is found to be complete by the Town. It is understood, however, that at least one-third of the funds deposited shall be retained in escrow and returned only after a certificate of compliance is issued. It is further understood, that interest earned on the escrow account shall be retained in the account to reflect the inflating cost of the improvements and to be used by the Town in case of default.

13. What securities must be provided to guarantee completion of improvement that will remain in private ownership? In accord with WDB 7.1.6.2, the Developer agrees to provide security by providing an irrevocable letter of credit, posting a performance bond, or depositing funds in escrow equal to 10% of the estimated cost of constructing or installing the improvements that are remain in private ownership before an administrative permit for any work on the Development is approved. Attachment C provides details on the amount, name and location of the escrow account. It is understood, however, that the letter of credit, performance bond, or funds placed in escrow will be returned only after a certificate of compliance is issued. It is further understood, that interest earned on an escrow account shall be retained in the account to reflect the inflating cost of the improvements and to be used by the Town in case of default.

17. Must securities for phased developments be provided for the entire development or by phase? Securities for phased developments will be provided by phase.

15. What happens to vested rights if the Town must complete required improvements? They may disappear. As provided by WDB 7.1.2.9, if the Town is required to use a guarantee to complete required improvements, the Town may declare this agreement void, thereby cancelling all vested rights granted by the Town's approval of the discretionary permit and the final plans. In its sole discretion, the Town may instigate a renegotiation of this agreement by informing the Developer of its intention to do so within 180 days after the failure to initiate, implement, or complete a phase as scheduled.

16. May this agreement be re-negotiated? The parties to this development agreement are committed to its provisions. They recognize, however, that changes in regulatory or technical practices could necessitate changes in this development agreement. Neither party is obliged to renegotiate the terms of this development agreement, but if both parties agree to pursue changes, those changes shall be proposed in writing, either as an amendment to this agreement or as an entirely new draft development agreement. All proposed changes must be approved by the Williston Development Review Board and signed by the Town Manager following that approval.

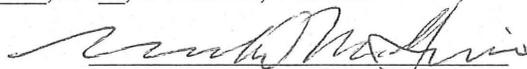
17. Is this agreement binding on successors and assigns? Yes. This development agreement runs with the land to which it applies. It is binding on the Developer and the Developer's successors, heirs, and assigns, and on the Town's and the Town's successors and assigns. If either party learns that an assignment, sale, conveyance, foreclosure, lease, or any other event is likely to change the identity of any party, that party shall provide written notice to the other party within 48 hours of such change, and shall provide the other party with copies of all documents relating to the transfer of interest in the Development.

18. At what address may the Developer be contacted when a formal notice must be given, as required by this agreement? The Developer's address is ~~(full mailing address)~~. This address constitutes the official contact for the Developer until the Developer provides a changed address in writing and that change is acknowledged by the Town. All notices required by this agreement will be sent to this address.

See
Below

19. Is this agreement governed by the laws of Vermont? Yes, this agreement is governed by Vermont statute and case law.

Dated this 23rd day of July, ~~200~~²⁰¹⁹, at Williston, Vermont.


Town Manager, Town of Williston

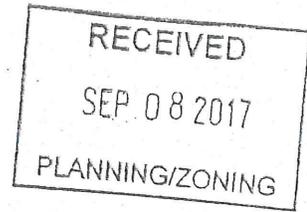
Dated this 23 day of July, ~~2009~~, at Williston, Vermont.


Duly-appointed Agent of Developer

Alex Pintair
1147 Oak Hill Rd
Williston, VT
05495

Barone

design | build | remodel | maintain



Proposal

Alex & Kathy Pintair
1147 Oak Hill Road
Williston, VT 05495

September 6, 2017

Ref: Buffer landscaping installation.

Dear Alex & Kathy,

The cost to provide for the installation of the trees and shrubs described in the September 1, 2017 Quote you received from Gardeners Supply will be \$3000.00.

This proposal is assuming that the trees are to be delivered to the site by Gardeners Supply and off loaded as close to the planting location as possible.

Not included:

Additional planting soil (other than native soil on site)

Mulching

Staking of trees

Watering or fertilizing

Russell Barone



Gardeners Supply Williston

472 Marshall Avenue
Williston, VT 05495
802-658-2433

Quote

Quote #: 12001
Account #: 134125
Page: 1 of 1
Date: 9/1/2017
Time: 2:07:46 PM
Cashier: BrianM
Register #: 4

Bill To: KATHY PINTAIR
1147 OAK HILL RD
WILLISTON, VT 05495

Ship To: KATHY PINTAIR
1147 OAK HILL RD
WILLISTON, VT 05495



Item	Description	Quantity	Full Price	Price	Extended
32674	CRABAPPLE DONALD WYMAN 2" Malus 'Donald Wyman' 2"	3	\$350.00	\$210.00	\$630.00
62-163	ARBORVITAE NIGRA 6' Thuja occidentalis 'Nigra' 6'	23	\$199.99	\$159.99	\$3,679.77
60-097	DOGWOOD SIBERIAN RED TWIG 3G Cornus alba 'Sibirica' 3G	27	\$39.99	\$31.99	\$863.73
34307	CHOKEBERRY RED BRILLIANT 3G 4' Aronia arbutifolia 'Brilliantissima' 3G 4'	40	\$59.99	\$47.99	\$1,919.60
61-852	MAPLE SUGAR 2" Acer saccharum 2"	0	\$425.00	\$255.00	\$0.00
59-804	SOURCE 4 FROM PROPERTY SERVICEBERRY SHADBLOW 10G Amelanchier canadensis 10G	15	\$199.99	\$139.99	\$2,099.85
61-952	SPRUCE WHITE 5' Picea glauca 5'	11	\$275.00	\$220.00	\$2,420.00

Thank you for shopping
Gardeners Supply Williston
Please come again!
Please Note:
Clearance Plants Not Guaranteed

Sub Total \$11,612.95
Sales Tax \$812.91
Total \$12,425.86
Change Due \$0.00



**TOWN OF WILLISTON
PLANNING & ZONING FEE SHEET**

Please take this form and your payment to the Town Clerk's Office.

APPLICANT Pintar DATE 7/23/2019
 TAX PARCEL # 14:64:150.001 AP/DP # _____
 PAYMENT TYPE: CARD CASH CHECK # 2932

ADMINISTRATIVE FEES

Administrative Permit	<u>3135.00</u>	Photocopies (25¢, 1 st copy free)	*
Transportation Impact	* <u>1092.00</u>	Plots per page \$25.00	*
Recreation Impact	* <u>3,000.00</u>	Color Prints \$5.00	*
School Impact	*CVU <u>2,791.82</u>	Special Event Permit \$25.00	*
Cert. of Zoning Compliance \$30.00	*	Peddler License (\$25/qtr.; \$75/yr.)	
Sign Permit – MSP \$30.00		AP Amendment \$50	
Sign Permit – NO MSP \$60.00		AP Extension for 1 year \$50.00	
Certificate of Compliance (CO) (Includes \$10 Recording Fee)	*	Z.A. Opinion Letter \$50.00	*

Residential 100.00 Commercial \$100.00
 Temporary \$100.00 After Occupancy \$200.00
 Fewer than 4 business days' notice \$150.00

Development Agreement # 446 Security 1,243.00

DISCRETIONARY FEES

Pre-Application \$150.00 ----- (NOD not recorded)	<input type="text"/>	Discretionary Permit \$350.00 ----- (Lots 1-3, NOD Included)	<input type="text"/>
Growth Management \$100.00 ----- (NOD Recording Included)	<input type="text"/>	DP Additional Lots ----- (Lots 4+, \$100/each)	<input type="text"/>
Final Plans \$350.00 ----- MSP Final Plans \$100 (Recording Included)	<input type="text"/>	Appeals 130.00 -----	<input type="text"/>
Boundary Line Adjustment \$100 -----	<input type="text"/>	Minor Changes \$100.00 ----- to Final Plans	<input type="text"/>
Mylar Recording \$25.00/sheet -----	<input type="text"/>		

CLERK'S OFFICE
Please stamp this form 'PAID'
and return to Planning & Zoning

SUBTOTAL = 11,361.82
 Recording Fee \$15.00 = 15.00
 * No RF Required
TOTAL = 11,376.82

Vermont recording fees increased July 1, 2019

ALEXANDER J PINTAIR
KATHERINE PINTAIR
1147 OAK HILL RD
WILLISTON, VT 05495

2932

58-9112/2116
000047

7/23/19

Date

CHECK ARMOR
TRADE PROTECTION

Pay to the
Order of

Town of Williston

\$ 11376⁸²

Eleven Thousand Three Hundred Seventy Six

Dollars



Photo
Safe
Deposit
Details on back



New England
Federal Credit Union
WILLISTON, VT 05495
nefcu.com

For

[Signature]

MP

⑆ 211691127⑆ 0265120006⑈ 2932

Harland Clarke