

Wick & Maddocks

ATTORNEYS AT LAW

BURLINGTON

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ESSEX JUNCTION

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REPLY TO BURLINGTON OFFICE

**Also admitted in New York*

November 26, 2018

Opportunities Credit Union
Attn: Cynthia Yates/ Prabin Pokhrel
25 Winooski Falls Way, Ste 203
Winooski, VT 05404

Re: ANR Loan- Nancy J. duMont
1241 Taber Hill Road
Stowe, Vermont

For Professional Services:

Updated title examination of the Land Records of the Town of Stowe;
preparation of Attorney's Report and Opinion on Title; preparation of
mortgage deed and/or mortgage deed description;

Services: **\$350.00**

Schedule A

Being all and the same land and premises conveyed to Nancy J. duMont by Warranty Deed of Edward F. Flanagan dated October 31, 2014 and recorded in Volume 900 at Page 228 of the Town of Stowe Land Records.

Being all and the same land and premises conveyed to Edward F. Flanagan and Nancy J. duMont by Warranty Deed of William W. Adams dated May 7, 2002 and recorded in Volume 465 at Pages 61-62 of the Town of Stowe Land Records.

Being a parcel of land together with all buildings thereon and being 3 acres, more or less, and known and designated as 1241 Taber Hill Road, Stowe, Vermont.

The property is subject to a mortgage in favor of MERS as nominee for HSBC Mortgage Corporation (USA) dated January 4, 2008 and recorded in Volume 701 at Page 122, assigned to Wells Fargo Bank, N. A. by Assignment dated November 1, 2012 and recorded in Volume 845 at Page 68.

ATTORNEY'S REPORT AND OPINION ON TITLE

RECORD OWNER: Nancy J. duMont

PROPERTY DESCRIPTION:

Being all and the same land and premises conveyed to Nancy J. duMont by Warranty Deed of Edward F. Flanagan dated October 31, 2014 and recorded in Volume 900 at Page 228 of the Town of Stowe Land Records.

Being all and the same land and premises conveyed to Edward F. Flanagan and Nancy J. duMont by Warranty Deed of William W. Adams dated May 7, 2002 and recorded in Volume 465 at Pages 61-62 of the Town of Stowe Land Records.

Being a parcel of land together with all buildings thereon and being 3 acres, more or less, and known and designated as 1241 Taber Hill Road, Stowe, Vermont.

The following opinion and report are prepared for and at the expense of the record owner, on the title of the record owner to the above-described property is based on an examination of the appropriate records of the Town of Stowe is furnished in connection with a proposed mortgage to Opportunities Credit Union as security for a loan of \$_____; it is for the sole use of the record owner and any mortgagee above named; and is not transferable.

Based on such examination and the assumption that the records examined are currently and correctly indexed in the general indices, it is my opinion that, except as set forth below, on the effective date of this report the title of the record owner is a marketable title in fee simple:

1. MUNICIPAL CHARGES: (Unless otherwise indicated, these are based on oral verification by the appropriate municipal officer.)
 - a. Assessed Valuation: \$200,900.00.
 - b. Taxes for the current fiscal period: 7/01/18-6/30/19 total \$3891.39; State prebate \$1838.15; Net \$2053.24 due 8/10, 11/10, 2/10 and 5/10. Taxes are current.
 - c. Delinquent Taxes: None.
 - d. Water Liens: None.
 - e. Electricity Liens: None.
 - f. Sewer Assessments: None.

2. MORTGAGES:

The property is subject to a mortgage in favor of MERS as nominee for HSBC Mortgage Corporation (USA) dated January 4, 2008 and recorded in Volume 701 at Page 122 in the principal sum of \$194,700.00, assigned to Wells Fargo Bank, N. A. by Assignment dated November 1, 2012 and recorded in Volume 845 at Page 68.

3. ATTACHMENTS and LIENS:

The property is subject to a Federal Tax Lien dated November 25, 2013 and recorded in Volume 874 at Page 256 in the amount of \$10,481.00.

4. EASEMENTS AND RIGHTS OF WAY:

Not checked before May 7, 2002.

5. PROTECTIVE COVENANTS; OTHER RESTRICTIONS OF RECORD:

Not checked before May 7, 2002.

6. LEASE LAND RENT:

Not applicable.

7. COMPLIANCE WITH BOARD OF HEALTH SUBDIVISION REGULATIONS:

The property is subject to the terms and conditions of a State of Vermont Wastewater System and Potable Water Supply Permit #WW-5-7826 dated November 8, 2018 and recorded in Volume 1031 at Page 209.

NOTE: Act 250 permits and/or subdivision permits are environmental permits which are really within the purview of engineers and we are, therefore, not qualified to certify that all facets of the Act 250 Permit and/or subdivision permits have been complied with, but do report that there is no recorded instrument which indicates that there is a lack of compliance in the applicable records.

The undersigned has not undertaken any physical investigation whatsoever with respect to whether the property and each component thereof is in compliance with any of the permits identified above, and states no opinion with respect thereto, but reports that no violations are disclosed in the applicable State records.

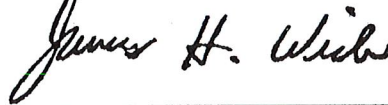
9. OBJECTIONS TO TITLE; REMARKS:

None.

10. EXCEPTIONS – This report does not cover; and this opinion is subject to:

- a. Rights or claims of parties in possession not shown of record.
- b. Mechanics' or Materialmen's Liens not recorded.
- c. All applicable statutes, ordinances, and regulations of governmental bodies including use, zoning and building restrictions, imposed by them except as included herein.
- d. Any facts which would be disclosed by a physical survey or inspection of the premises.
- e. Except where indicated, Probate, Bankruptcy and other Court records, and records of birth, death, marriage and divorce.
- f. Special assessments or liens, if any, not shown of record.
- g. So-called ancient roads, if any, that exist on the premises.

This report and opinion refer to and apply only so far back as May 7, 2002 and are effective down to the 20th day of November, 2018 at 10:00 o'clock A.M.



Attorney at Law
James H. Wick, Esq.

Form 668 (Z)

(Rev. 10-2000)

1030

Department of the Treasury - Internal Revenue Service
Certificate of Release of Federal Tax Lien

Area:

SMALL BUSINESS/SELF EMPLOYED AREA #1

Serial Number

For Use by Recording Office

Lien Unit Phone: (800) 913-6050

968741513

I certify that the following-named taxpayer, under the requirements of section 6325 of the Internal Revenue Code has satisfied the taxes listed below and all statutory additions. Therefore, the lien provided by Code section 6321 for these taxes and additions has been released. The proper officer in the office where the notice of internal revenue tax lien was filed on November 25, 2013, is authorized to note the books to show the release of this lien for these taxes and additions.

Name of Taxpayer EDWARD F FLANAGAN

Residence PO BOX 295
 STOWE, VT 05672

COURT RECORDING INFORMATION:

Liber Page UCC No. Serial No.
 874 256 n/a 002525

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2011	XXX-XX-8047	11/19/2012	12/19/2022	10481.63

Place of Filing					
Town Clerk Stowe Stowe, VT 05672					
Total					10481.63

This notice was prepared and signed at MANHATTAN, NY, on this,

the 03rd day of March, 2021.

Signature



Title

Operations Manager,
 Centralized Lien Operation

(NOTE: Certificate of officer authorized by law to take acknowledgements is not essential to the validity of Certificate of Release of Federal Tax Lien
 Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 2 - Taxpayer's Copy

Form 668 (Z) (Rev. 10-2000)
 CAT. NO 600261

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that I, **Edward F. Flanagan**, a resident of Stowe, Vermont (Grantor), for the purpose of vesting title to the land and premises described hereinafter (the Premises) in the sole name of **Nancy J. duMont** (formerly known as Nancy J. Flanagan and/or Nancy Flanagan), a resident of Stowe, Vermont (Grantee) do hereby **REMISE, RELEASE, TRANSFER, AND FOREVER QUITCLAIM** unto the said Grantee, **Nancy J. duMont**, and her heirs and assigns forever, all right, title, and interest which I, the said Grantor, **Edward F. Flanagan**, or my heirs and assigns, have in and to the following described land and premises (the Premises) situated in the Town of Stowe, County of Lamoille and State of Vermont, viz:

Being all and the same land and premises conveyed to Edward F. Flanagan and Nancy J. duMont by Warranty Deed of William W. Adams dated May 7, 2002 and recorded in Book 465 at Pages 61-62 of the Stowe Land Records and being more particularly described as follows:

"Being all and the same lands and premises conveyed the Grantor [i.e., William W. Adams] by the Quit Claim Deed of Linda Adams, Diann L. Percy and William W. Adams dated August 28, 1997 and recorded in Stowe Land Records in Book 337 at Page 189; and being further described as Parcel 3 as decreed by the Decree of Distribution in re: Estate of Curtis S. Adams, Lamoille Probate Docket No. LP-140-94-T to William W. Adams, Diann L. Percy and Linda C. Adams dated August 13, 1997 and recorded in Stowe Land Records Book 337 at Pages 127-129, Parcel 3 being described therein in part as follows:

"Being all and the same lands and premises conveyed to Curtis S. Adams by the Warranty Deed of Richard Opsahl which deed is dated the 12th day of November, 1992 and of record in Book 248 at Page 74 of the Stowe Land Records; and being further described as 3 acres, more or less, together with dwelling and other improvements situate thereon located at 1241 Taber Hill Road in the Town of Stowe.

"This conveyance is subject to a right of way as more specifically set forth in the Warranty Deed of Harry E. and Dorothy McCuen to Gerald J. Kirchner dated May 23, 1959 and recorded in Stowe Land Records Book 50 at Page 454."

This conveyance is made subject to all real estate taxes, assessments, and other obligations, encumbrances, and mortgages, including expressly but not limited to the Mortgage from Edward F. Flanagan and Nancy Flanagan to Mortgage Electronic Registration Systems, Inc., as nominee for HSBC Mortgage Corporation, dated January 4, 2008 and recorded in Book 701 at Pages 122-136 of the Stowe Land Records and by Corporate Assignment of Mortgage from Mortgage Electronic Registration Systems, Inc. as nominee for HSBC Mortgage Corporation, to Wells Fargo Bank, NA, dated November 1, 2012 and recorded in Book 845 at Page 68 of the Stowe Land Records, all of which said real estate taxes, assessments, and other obligations, encumbrances, and mortgages the Grantee, for herself and her heirs and assigns, hereby assumes and agrees to pay and to

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indemnify and hold harmless the Grantor herein from any and all payment obligations, claims, demands, or losses whatsoever resulting from non-payment or other default in connection therewith.

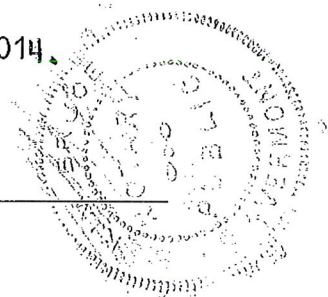
This conveyance is made subject to and with the benefit of all utility easements, spring rights and water rights, easements for ingress and egress and rights incident to each of the same, as may appear of record; provided, however, that this paragraph shall not reinstate any such interest extinguished heretofore by provisions of the Vermont Marketable Record Title Act as set forth in Title 27 Vermont Statutes Annotated §§601-606 and any amendments thereto.

TO HAVE AND TO HOLD all right, title, and interest which I, the said Grantor, **Edward F. Flanagan**, have in and to said quitclaimed Premises, with the appurtenances thereof, to the said Grantee, **Nancy J. duMont**, and her heirs and assigns forever.

AND FURTHERMORE, I, the said Grantor, **Edward F. Flanagan**, do for myself and my heirs, executors and administrators, covenant with the said Grantee, **Nancy J. duMont**, and her heirs and assigns, that from and after the ensealing of these presents I will have and claim no right, title, or interest in or to the said Premises.

Dated at Stowe, Vermont on this 31 day of OCTOBER, 2014.


Edward F. Flanagan



STATE OF VERMONT
COUNTY OF LAMOILLE

At Stowe, in said County, on this 31st day of October, 2014, **Edward F. Flanagan** personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me


Notary Public

My commission expires: 2/10/15

Stowe, Vt. Record Received
1-15-2015 at 4:00p M
Alison A. Kaiser, Town Clerk

TRANSFER RECEIVED 1-15-2015
ALISON A. KAISER, TOWN CLERK, STOWE, VT

Vermont Property Transfer Tax Return

(Form PT-172)

Receipt Number: 01415122928-W

Return submitted to Stowe on 01/15/2015 at 12:29 PM.

Return has not been completed.

Return has not been filed with the Tax Department.

Seller #1 **Edward F Flanagan**
504 Mountain Road
Stowe VT US 05672

Buyer #1 **Nancy J duMont**
1241 Taber Hill Road
Stowe VT US 05672

Property InformationProperty Location: **1241 Taber Hill Road Stowe Vermont**Span#: **621-195-10951**Date of Closing: **10/31/2014**Interest in Property: **Fee Simple**Total Land Size: **3.00**Special Factors: **Husband/Wife**Financing: **None**Development rights have been conveyed: **No**Type of Building Construction: **Single Family Dwelling**Sellers Use of Property Before Transfer: **Primary Residence**Buyers Use of Property After Transfer: **Primary Residence**Property Rented Before Transfer: **No**Property to be Rented After Transfer: **No**Property Purchased by a Tenant: **No**The buyer holds title to any adjoining property: **No**Property subject to a land use change tax lien: **No**New owner elects to continue enrollment of eligible property: **No**Property Transfer tax exemption number: **05**

Total Price Paid:

\$0.00

Price Paid for Personal Property:

\$0.00

Price Paid for Real property:

\$0.00

Value of Purchasers Principal Residence:

\$0.00

Property Transfer Tax:

\$0.00Land Gains Tax Return not being filed exemption number: **01**Date Seller Acquired: **05/07/2002**

Primary Town / Land Size ±:

Stowe**3.00**

LOCAL AND STATE PERMITS AND ACT 250 NOTICE

The parties are hereby given notice that:

- The property being transferred may be subject to regulations governing **potable water supplies** and **wastewater systems** under 10 V.S.A chapter 64 and **building, zoning and subdivision** regulations;
- The property being transferred may be subject to Act 250 regulations regarding land use and development under 10 V.S.A chapter 151;
- The parties have an obligation to investigate and disclose knowledge regarding **flood regulations** affecting the property.

To determine if the property is in compliance with or exempt from these rules, contact the relevant agency. Contact information is provided in the instructions.

Withholding Certification

Under penalties of perjury, seller(s) certifies that at the time of transfer, each seller was a resident of Vermont or an estate.

Transferor and Transferee state that the information submitted on this return is true, correct and complete to the best of their knowledge.

This section to be completed by City or Town Clerk:

Book Number: 900 Page number: 228 - 229 Grand list year of: 2014
City/Town: Stowe Date of record: 1.15.2015
Grand List value: 200,900 Parcel ID number: 10024
Grand list category: 01 SPAN: 621-195-10951

Acknowledgement:

Return received

Signed: Alicia Kaiser Clerk Date: 1.15.2015

Prepared By: (print or type) Nichols and Associates, P.C.

Preparer's Address: P.O. Box 1424 Stowe VT 05672

Buyer's Representative: na Buyer's Rep Telephone: 000-000-0000

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That I, **WILLIAM W. ADAMS** of Stowe, in the County of Lamoille and State of Vermont, Grantor, in the consideration of **TEN AND MORE DOLLARS**, paid to my full satisfaction by **EDWARD F. FLANAGAN** and **NANCY J. duMONT** of Stowe, in the County of Lamoille and State of Vermont, Grantees, by these presents, do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantees, **Edward F. Flanagan and Nancy J. duMont**, and their heirs, successors and assigns forever, certain lands and appurtenances thereto in Stowe, in the County of Lamoille and State of Vermont, described as follows:

Being all and the same lands and premises conveyed the Grantor by the Quit Claim Deed of Linda Adams, Diann L. Percy and William W. Adams dated August 28, 1997 and recorded in Stowe Land Records in Book 337 at Page 189; and being further described as Parcel 3 as decreed by the Decree of Distribution in re: Estate of Curtis S. Adams, Lamoille Probate Court Docket No. LP-140-94-T to William W. Adams, Diann L. Percy and Linda C. Adams dated August 13, 1997 and recorded in Stowe Land Records Book 337 at Pages 127-129, Parcel 3 being described therein in part as follows:

"Being all and the same lands and premises conveyed to Curtis S. Adams by the Warranty Deed of Richard Opsahl which deed is dated the 12th day of November, 1992 and of record in Book 248 at Page 74 of the Stowe Land Records;" and being further described as 3 acres, more or less, together with dwelling and other improvements situate thereon located at 1241 Taber Hill Road in the Town of Stowe.

This conveyance is subject to a right of way as more specifically set forth in the Warranty Deed of Harry E. and Dorothy McCuen to Gerald J. Kirchner dated May 23, 1959 and recorded in Stowe Land records Book 50 at Page 454.

For further aid in this description, reference is hereby made to the above-referenced deeds and all other deeds and instruments affecting said property and appurtenances as are recorded in the Stowe Land Records.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, **Edward F. Flanagan and Nancy J. duMont**, Joint Tenants with Rights of Survivorship, and their successors and assigns, to their own use and behoof forever; And I the said Grantor, **WILLIAM W. ADAMS**, for myself and my heirs, successors, executors and administrators, do covenant with the said Grantees, **Edward F. Flanagan and Nancy J. duMont**, and their heirs, successors and assigns, that until the sealing of these presents, I am owner of the premises and have good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except as may be of record in the Stowe Land Records;

And I hereby engage to **WARRANT** and **DEFEND** the same as my respective title and interest may appear against all lawful claims whatever.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 7th day of May, 2002.

IN PRESENCE OF:

Claire T. Austin

William W. Adams
WILLIAM W. ADAMS

STATE OF VERMONT
LAMOILLE COUNTY, SS.

At Stowe, in said County, this 7th day of May, 2002, WILLIAM W. ADAMS personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me:

Claire T. Austin

Notary Public

My commission expires: 2/10/2003

Claire T. Austin
Notary Public
County of Lamoille
State of Vermont
Commission Expires: 2/10/03

C:\OFFICE\WPWIN\WPDOC\WDA\AdamsFisung.a.wpd

TRANSFER TAX RECEIVED MAY 07 2002
ALISON K. LEWIS, TOWN CLERK, STOWE, VT.

Stowe, Vt. Record Received
MAY 07 2002 at 1:05 P M
Allison K. Lewis, Town Clerk

Know all Men by These Presents

That we, Harry E. McCuen and Dorothy McCuen, husband and wife,

of Stowe in the County of Lamoille and State of Vermont Grantor,
in the consideration of one dollar and other good and valuable considerations
paid to our full satisfaction by Gerard J. Kirchner, a single man,of Stowe in the County of Lamoille and State of Vermont Grantee,
by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee,
Gerard J. Kirchner,and his heirs and assigns forever, a certain piece of land in Stowe in the
County of Lamoille and State of Vermont, described as follows, viz:

Being a portion of the same land and premises conveyed by the warranty deed of Harry E. McCuen to Erma A. Towle, which deed is dated January 12, 1953 and of record in Book 50, Page 3 of the Stowe Land Records, further described as a portion of the same land and premises conveyed by the quit-claim deed of Erma A. Towle to Harry E. McCuen and Dorothy McCuen, which deed is dated January 12, 1953 and of record in Book 43, Pages 363 and 364 of the Stowe Land Records; and also a portion of the same land and premises conveyed by the warranty deed of Milton G. Moore and Helen R. Moore to Harry E. McCuen and Dorothy McCuen, which deed is dated April 15, 1944 and of record in Book 44, Page 105 of the Stowe Land Records; and further described as follows: Being approximately 75 acres of woodland, more or less, known as the McCuen sugar place, together with sugar house situate thereon, and situate on the northerly side of the so-called North Hollow Road and beginning at the edge of so-called North Hollow Road at the division line of the so-called McCuen and Martin Lang realty, and thence running along the northerly side of the so-called North Hollow Road a distance of 390 feet in a westerly direction toward the so-called McCuen house to an iron post placed in the ground; thence turning and running northwesterly, northerly and northeasterly along an irregular curved line of spotted and marked trees to an iron post placed in the ground at the edge of the so-called McCuen and Charles Churchill realty; thence turning and running easterly along the division line fence of the so-called McCuen and Charles Churchill realty to an iron post placed in the ground at the corner of the so-called Ingham, Churchill and McCuen properties; thence turning and running southerly along the division line of the so-called McCuen and Ingham property and then along the division line of the so-called McCuen and Martin Lang property, which line is completely fenced, to the point of beginning.

The westerly boundary herein referred to is a spotted and marked line of trees and said line has been fenced by a two-strand division fence, and the grantors herein and the grantee herein each assume and agree to maintain one-half of said division line fence.

Also including in this deed a right of way to and from the within described realty in common with others over and across a roadway now being used, sufficient for vehicular travel, and extending from the northerly side of the so-called North Hollow Road adjacent to Paul Magoon realty in a northerly and northeasterly direction to the within described realty.

This deed is to be taken as a bill of sale of approximately 1400 sap buckets, covers and spouts, King evaporator, sap storage tank, gathering tank, sled, syrup settling tank, together with some other having all necessary equipment and accessories situate on the so-

do hereby give unto said grantee premises, with all the privileges and appurtenances thereto, to the said Grantee,
Gerard J. Kirchner, a single man,

his heirs and assigns, to their own use and behoof forever

And we the said Grantors, Harry E. McCuen and Dorothy McCuen, husband and wife,

for ourselves

and our heirs, executors and administrators, do covenant with the said Grantee

Gerard J. Kirchner, his

heirs and assigns that until the sealing of these presents we are the sole owner of the premises and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as aforesaid, and we ---

hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

In Witness Whereof, we herunto set our hands and seals this 23rd day of May A.D. 1959.

IN PRESENCE OF

William M. Johnstone

Ruth J. Macintosh

Harry E. McCuen

Dorothy McCuen

(Seal)

(Seal)

L.S.

L.S.

L.S.

State of Vermont, } At Stowe this 23rd day of May A.D. 1959.
Lamoille County, ss. }

Harry E. McCuen and Dorothy McCuen

personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before Me William M. Johnstone Notary Public

Stowe, Vermont Town Clerk's Office June 22nd A.D. 1959, at 8 o'clock 05 minutes A.M.

Received for record a Deed, of which the foregoing is a true copy.

A True Record. Attest William M. Johnstone Town Clerk.

I hereby certify that United States stamp to the amount of \$ 2.20 were affixed to the foregoing instrument and were duly canceled.

Attest William M. Johnstone Town Clerk.



State of Vermont
Department of Environmental Conservation

Agency of Natural Resources

WASTEWATER SYSTEM AND POTABLE WATER SUPPLY PERMIT

LAWS/REGULATIONS INVOLVED

10 V.S.A. Chapter 64, Potable Water Supply and Wastewater System Permit
Wastewater System and Potable Water Supply Rules, Effective September 29, 2007
Chapter 21, Water Supply Rules, Effective December 1, 2010

Landowner: Nancy Dumont
1241 Taber Hill Road
Stowe VT 05672

Permit Number: WW-5-7826

This permit affects the following properties in the Town of Stowe, Vermont:

Lot	Parcel	SPAN	Acres	Book/Page#'s
1	10024	621-195-10951	2.00	Book:900 Page:228

This project, consisting of a replacement wastewater disposal system for an existing, two bedroom single family residence on an existing, 2.00 acre parcel utilizing an existing, individual on-site drilled well water supply, located at 1241 Taber Hill Road in the Town of Stowe, Vermont, is hereby approved under the requirements of the regulations named above subject to the following conditions.

1. GENERAL

- 1.1 The project shall be completed as shown on the plans and/or documents prepared by Trailhead Designs, LLC (Paul A. Taylor), with the stamped plans listed as follows:

Title	Sheet	Plan Date
Replacement Septic System	1 of 1	July 11, 2016

- 1.2 This permit does not relieve the landowner from obtaining all other approvals and permits PRIOR to construction including, but not limited to, those that may be required from the Act 250 Environmental Commission; the Drinking Water and Groundwater Protection Division; the Watershed Management Division; the Division of Fire Safety; the Vermont Department of Health; the Family Services Division; or other State departments and local officials.
- 1.3 The conditions of this permit shall run with the land and will be binding upon and enforceable against the landowner and all assigns and successors in interest. The landowner shall record and index this permit in the Town of Stowe Land Records within thirty, (30) days of issuance of this permit and prior to the conveyance of any lot subject to the jurisdiction of this permit.
- 1.4 The landowner shall record and index all required installation certifications and other documents that are required to be filed under these Rules or under a specific permit condition in the Town of Stowe Land Records and ensure that copies of all certifications are sent to the Secretary.
- 1.5 No permit issued by the Secretary shall be valid for a substantially completed wastewater system until the Secretary receives a signed and dated certification from a qualified Vermont Licensed Designer or, when allowed by the Rules, an installer, that states:

"I hereby certify that, in the exercise of my reasonable professional judgment, the installation-related information submitted is true and correct and wastewater system was installed in accordance with the permitted design and all the permit conditions, was inspected, was properly tested, and has successfully met those performance tests",

or which otherwise satisfies the requirements of §1-308 and §1-911 of the referenced rules.

- 1.6 The lot is approved with the existing two bedroom single family residence. No alterations to the existing building that would change or affect the water supply or wastewater disposal shall be allowed without prior approval by the



Drinking Water and Groundwater Protection Division. Construction of additional nonexempt buildings including commercial and residential buildings is not allowed without prior permitting by the Drinking Water and Groundwater Protection Division and such permit may not be granted unless the proposal conforms to the applicable laws and regulations.

- 1.7 Each purchaser of any portion of the project shall be shown a copy of the Wastewater System and Potable Water Supply Permit and the stamped plan(s), if applicable, prior to conveyance of any portion of the project to that purchaser.
- 1.8 By acceptance of this permit, the landowner agrees to allow representatives of the State of Vermont access to the property covered by the permit, at reasonable times, for the purpose of ascertaining compliance with the Vermont environmental and health statutes and regulations, and permit conditions.
- 1.9 Any person aggrieved by this permit may appeal to the Environmental Court within 30 days of the date of issuance of this permit in accordance with 10 V.S.A. Chapter 220 and the Vermont Rules of Environmental Court Proceedings.
- 1.10 This permit authorizes the landowner to construct a new wastewater disposal system required to abate a health hazard created by the failure of the existing wastewater system serving the structure/residence. The landowner is required to continue measures to prevent wastewater from surfacing on top of the ground, entering surface waters of the State, or backing up into the existing residence until such time as the approved wastewater system is constructed, activated, and all the conditions of this permit are satisfied.
- 1.11 The landowner shall complete construction of the **replacement wastewater disposal system** approved by this permit **no later than May 1, 2019**. The landowner may request one extension of this deadline, provided the landowner makes the request in writing prior to the specified date, and shows good cause why construction cannot be completed by the stated date. If construction is not completed by the required deadline, this permit shall no longer remain valid for the purposes of authorizing the construction of the **replacement wastewater disposal system**.

2. WATER SUPPLY

- 2.1 The project is authorized to utilize the existing water supply. No changes shall be made to the existing water system unless prior approval is obtained from the Drinking Water and Groundwater Protection Division, unless otherwise exempt. No other means of obtaining potable water shall be allowed without prior review and approval by the Drinking Water and Groundwater Protection Division, unless otherwise exempt. The landowner shall immediately notify the Division if the water supply system fails to function properly and becomes a "failed supply".

3. WASTEWATER DISPOSAL

- 3.1 The lot is approved for the disposal of wastewater in accordance with the design depicted on the stamped plan(s) for 280 gallons of wastewater per day. The system(s) shall be operated at all times in a manner that will not permit the discharge of effluent onto the surface of the ground or into the waters of the State. Should the system fail and not qualify for the minor repair or replacement exemption, the current landowner shall engage a qualified Vermont Licensed Designer to evaluate the cause of the failure and to submit an application to this office and receive written approval prior to correcting the failure.
- 3.2 The design flows for this building may not be increased until a fully complying wastewater system design prepared by a qualified Vermont Licensed Designer is submitted for review and approved by the Drinking Water and Groundwater Protection Division.
- 3.3 The lot is approved for a mound wastewater system provided the mound is constructed in strict accordance with the following conditions:
 - a. The mound system is to be located and constructed as depicted on the plans that have been stamped by the Drinking Water and Groundwater Protection Division.
 - b. A qualified Vermont Licensed Designer shall inspect the mound system during critical stages of construction. This shall include the staking of the location of the mound, ensuring the site has been properly plowed prior to placement of the appropriate sand fill, the installation and testing of the distribution piping, final grading of the mound including side slopes, and pump station installation.
 - c. The construction of the mound shall adhere to the requirements set forth in Section 1-913(f) of the above referenced rules.

- 3.4 The components of the sanitary wastewater system herein approved shall be routinely and reliably inspected during construction by a Vermont Licensed Designer (or where allowed, the installer) who shall, upon completion report in writing to the Drinking Water and Groundwater Protection Division that the installation was accomplished in accordance with the referenced plans and permit conditions, as specifically directed in Condition #1.5 herein.
- 3.5 The corners of the proposed replacement wastewater system shall be accurately staked out and flagged prior to construction with the flagging/staking being maintained until construction is complete.
- 3.6 The wastewater system for this project is approved for domestic type wastewater only except as allowed for water treatment discharges. No discharge of other type wastewater is permitted unless prior written approval is obtained from the Drinking Water and Groundwater Protection Division.
- 3.7 No buildings, roads, water lines, earthwork, re-grading, excavation or other construction that might interfere with the installation or operation of the wastewater systems are allowed on or near the site-specific wastewater disposal system or replacement area depicted on the stamped plans. All isolation distances that are set forth in the Wastewater System and Potable Water Supply Rules shall be adhered to and will be incorporated into the construction and installation of the wastewater system.

Emily Boedecker, Commissioner
Department of Environmental Conservation

Dated October 30, 2018

By 

William E. Zabiloski
Assistant Regional Engineer
Montpelier Regional Office
Drinking Water and Groundwater Protection Division

cc: Trailhead Designs, LLC
Town of Stowe Planning Commission

Stowe, VT. Record Received

11-8-2018 at 3:05 PM

Lisa A. Walker, Town Clerk



Trailhead Designs LLC

Environmental Permitting and Project Management

Paul A. Taylor
Licensed Designer Type B

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trailheaddesigns@hotmail.com

November 14, 2018

William Zabiloski
DEC Drinking Water and Groundwater Protection Division
1 National Life Drive
Montpelier, VT 05620

RE: WW-5-7826 Septic System Inspection / Dumont / Stowe

Dear Bill:

The septic system has been inspected and has been found to be constructed in a workmanlike manner. The installation is in accordance with plans submitted for permit # WW-5-7826.

"I hereby certify that the installation-related information submitted is true and correct and that, in the exercise of my reasonable professional judgment, the wastewater system was installed in accordance with the permitted design and all permit conditions, were inspected, were properly tested, and have successfully met those performance tests."

Thank you for assistance with this project. Please feel free to contact me at 229-1777 if you have any questions or concerns.

Sincerely,

Paul A. Taylor
Trailhead Designs LLC