

**TOWN OF NORTHFIELD, VERMONT
DEVELOPMENT REVIEW BOARD
Minutes of December 5, 2024**

7:00 pm at Municipal Building Conference Room

The meeting was called to order at 7:00 pm by Chair Bill Smith.

Roll Call: Present for the meeting were DRB members Bill Smith, Joel DeLary, and Kevin Pecor. Tim Donahue was absent. Also present was ZA & DRB Clerk Mitch Osiecki and several interested parties: Lucky Boardman, applicant (VT Rental Solutions); Ashley Hudson, Ray Hudson and Courtney Tabor, representing Four Seasons Care Home (abutting property of 151 South Main St property).

Approval of Minutes: Kevin Pecor moved to approve the minutes of October 24, 2024. Joel DeLary seconded. **Vote to approve: 4-0.**

Permit #2024-49 Site Plan Review for South Main St Apartments – tabled from October

Bill Smith reviewed the status of this application, noting that the parking plan remains the issue of concern.

Lucky Boardman stated that the parking plan he submitted was developed by an engineer and meets approved standards.

Question from Ray Hudson: What are the standards the parking plan meets?

Response: State standards.

Kevin Pecor stated his concern as to whether the design is adequate given that Four Seasons has several cars that typically park on their side of the shared driveway

Lucky Boardman responded that the two parties using the common driveway have signed a Shared Driveway Agreement and Joint Easement. A copy of this agreement was submitted to the DRB prior to this meeting (a copy will be attached to the minutes). Lucky stated that the agreement does not allow parking in the “shared portion” of the driveway (per item (d) on page 2).

Bill Smith stated that he does not believe the agreement disallows the historical use of a section of the driveway as a parking area for Four Seasons.

Bill added that there appears to be room at the front of the lot for additional parking. This could provide approximately eight parking spaces, which could alleviate some of the parking crunch along the shared portion of the driveway.

Lucky stated that his concern is gaining preliminary approval for the Site Plan so that he can begin renovation of the facility. He has workers that he needs to keep employed. He stated that he won't need tenant parking until the renovation is complete, so he feels there is still time to figure out a workable solution for all parties.

Kevin Pecor stated that he would like to get sign off from the Fire Chief that the proposed parking is adequate to allow for access to the site.

Joel DeLary asked what distance from the building is taken up by the parking spaces on the north side of the building (between the Masonic Temple and Four Seasons).

Response: About 11 feet.

Lucky expressed concern about the time delay if he is required to have his engineer rework the parking plan and return for another hearing.

Bill stated that another hearing is not necessary; the DRB can approve a modification to the present parking plan, if a workable plan can be agreed to. The sticking point is the diagonal spaces between the two buildings.

Ashley Hudson expressed her view that an approved parking plan should not jeopardize the parking spaces Four Seasons has historically used.

Elroy Hill agreed that the historical parking spaces ought to be allowed to continue to be used.

After some back and forth, the DRB proposed a modification of the proposed parking plan as follows:

Modified Parking Plan will remove the diagonal spaces on the North side of the building. The removed spaces may be reallocated to the front of the building, other appropriate private parking as may be negotiated, or to nearby public parking in the Village Common. Additional parking will not impede typical traffic flow in the shared driveway.

No objections were raised regarding this modified parking plan.

Motion: Kevin Pecor moved to approve the Site Plan, subject to the modified parking plan stated above. Joel DeLary seconded. **Vote to approve: 4-0.**

Permits #2024-56 (Conditional Use) and #2024-57 (Site Plan Review) for Wesco/Champlain Farms at 73 North Main Street.

Mitch commented that, following a site visit at 73 North Main Street, Ned Swanberg sought comment from ANR River Scientist Staci Pomeroy. Ned has submitted written comments to the DRB in advance of this hearing, a copy of which will be attached to these minutes.

David Simendinger was unable to attend tonight, so the DRB tabled review of these permits until the January meeting.

Other Business

Mitch reported that Tim Donahue has submitted a letter of resignation from the DRB. The Select Board is expected to act on the letter at its next meeting.

Next Meeting: January 23, 2025 at 7:00 pm.

Adjournment: Kevin Pecor moved to adjourn; Joel DeLary seconded. **Motion carried, 4-0.**

Meeting adjourned at 8:02 pm.

NORTHFIELD TOWN CLERK'S OFFICE
Received for Recording
May 02, 2024 at 10 o'clock 01 minutes am
And recorded in book 236 Pages 792-794

SHARED DRIVEWAY AGREEMENT AND JOINT EASEMENT

Attest: 
Jane Dosey, Assistant Town Clerk

KNOW ALL PERSONS BY THESE PRESENTS: that **Carpenter Masonic Building Association, Inc.**, a Vermont corporation, and **135 South Main Street, LLC**, a Vermont limited liability company, in consideration of the benefits and covenants hereinafter stated, do hereby agree as follows:

1. Carpenter Masonic Building Association, Inc. (hereinafter 'Carpenter') owns real property located at 151 South Main Street, Northfield Vermont, as described in a Warranty Deed from DeWitt Clinton Lodge, No. 15, Ancient, Free and Accepted Masons, dated November 20, 1956, and recorded in Book 58 at Page 251 of the Land Records of the Town of Northfield;
2. 135 South Main Street, LLC (hereinafter '135') owns real property located at 135 South Main Street, Northfield, Vermont, as described in an Administrator's Deed of Michael Popowski, Administrator of the Estate of Thomas R. Gaboriault, Jr., dated June 30, 2015, and recorded in Book 206 at Page 610 of the Land Records of the Town of Northfield;
3. The property line between the premises owned by Carpenter and 135 is defined in the Warranty Deed from Scott F. Pedley and Edgar R. Hyde, dba Green Mountain Clinic to the DeWitt Clinton Lodge No. 15, Ancient, Free and Accepted Masons dated September 26, 1950 and recorded in Book 56 at Page 250 of the Northfield Land Records;
4. The driveway which accesses the premises of Carpenter and 135 straddles the property line and is believed to be centered on said line;
5. Historically, the access to both premises includes visitors, staff, and service providers (such as, but not limited to deliveries, trash hauling, and utility providers);
6. Historically, 135 has plowed the snow off the paved driveway and Carpenter's back lot, with Carpenter allowing the snow to be stockpiled at the back of its lot;
7. Carpenter and 135 have agreed to equally shared the maintenance and repair costs for the paved driveway;
8. Historically, Carpenter and 135 and their predecessor in title, have recognized the free and joint usage of the paved driveway for vehicular access, which includes unimpeded access to the rear of both buildings, which is essential for emergency services, parking and service providers for both Carpenter and 135; and
9. Carpenter is selling its premises to South Main Street Apartments LLC, and an essential part of that transaction is to memorialize the historical agreements and usage of the

the shared driveway located on the property line of the premises owned by Carpenter and 135.

Therefore, in consideration of the mutual covenants contained herein, with both Carpenter and 135 being desirous of memorializing their historical agreement to share the driveway located on their common boundary line, both **Carpenter Masonic Building Association, Inc.** and **135 South Main Street, LLC**, hereby grant and convey to each other, and their successors and assigns forever, both an easement over the shared driveway and undertake the equally shared duties to maintain and repair said driveway upon the following terms and conditions:

- a) maintenance and repair shall require the agreement of both parties;
- b) expenses of agreed upon maintenance and repair shall be borne equally;
- c) access to the parking spaces in the rear of the Carpenter building shall not be obstructed;
- d) no vehicles associated with either Carpenter or 135, nor their occupants, staff, visitors or service providers, shall park on the other party's premises nor within the paved portion of the driveway. The only exception to this shall be trash, delivery and emergency vehicles temporarily parked in order to perform their duties;
- e) neither party shall allow mowed grass clippings to be blown onto the shared driveway; and
- f) damages to either parties premises caused by the other party, its agents or invitees shall be the responsibility of the latter party to repair.

AND FURTHERMORE, the said **Carpenter Masonic Building Association, Inc.** and **135 South Main Street, LLC**, do for themselves and their successors and assigns,, covenant with each other that from and after the ensembling of these presents, they will have and claim no right in, or to said quitclaimed easement and driveway, except as aforesaid.

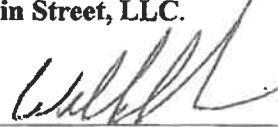
IN WITNESS WHEREOF, we hereunto set our hands and seals this 19th day of January, 2024.

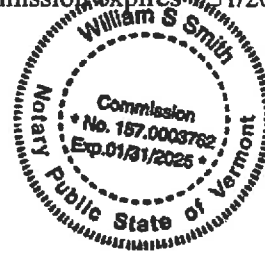
Carpenter Masonic Building Association, Inc.
by David Pierson
David Pierson, duly authorized

135 South Main Street, LLC
by Ashley Hudson
Ashley Hudson, duly authorized

STATE OF VERMONT
COUNTY OF WASHINGTON, SS

At Northfield in said County this 15th day of January, 2024, David Pierson and Ashley Hudson personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed, and the free act and deed of Carpenter Masonic Building Association, Inc. and 135 South Main Street, LLC.

Before me 
Notary Public (commission expires 1/31/2025)



NORTHFIELD SAVINGS BANK, pursuant to the terms and conditions of its mortgage deed on 135 South Main Street, dated July 28, 2020 and of record in Book 224 at Page 786 of the Northfield Land Records, joins in the execution of this Agreement/Easement to consent to the granting of the rights and obligations set forth herein.

Dated this 24 day of January, 2024.


Northfield Savings Bank



by Mitchell Yacavoni, Commercial Banking Officer

STATE OF VERMONT
COUNTY OF WASHINGTON, SS

At Bala in said County this 24th day of January, 2024, Mitchell Yacavoni personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be the free act and deed of Northfield Savings Bank.

Before me 
Notary Public (commission expires 1/31/2025)



Vermont Department of Environmental Conservation
Watershed Management Division
1 National Life Drive, Main 2
Montpelier, VT 05620-3522

Agency of Natural Resources

phone 802-828-1535
fax 802-828-1544

Mitch Osiecki
Zoning Administrator - Northfield
mosiecki@northfield.vt.us
802.485.9824
(electronic communication)

12/5/2024

Dear Mitch Osiecki,

Thank you for sending along (9/25/24) the application materials for the proposed expansion at 73 North Main Street (Wesco Realty / Champlain Farms) for review.

Under the Northfield regulations (V.08 B1) and state statute (24 VSA § 4424) complete applications for new construction in the hazard areas must be sent to ANR (the Regional Floodplain Manager) for review, and a permit may be issued only following comments from the Agency, or the expiration of 30 days from the date the application was mailed to the Agency, whichever is sooner.

I replied on 9/25/24 noting the application did not address the mapped Special Flood Hazard Area, or the Fluvial Erosion Hazard Zone, and as such was incomplete. On the face of it, the proposal would decrease the distance to the Dog River as prohibited by the *Bylaws for the Regulation of Land Use in the Town of Northfield, Vermont*.



As shown in the map above, the location of the proposed addition is within the Fluvial Erosion Hazard Area and just outside of the Zone AE Special Flood Hazard Area of the Dog River.

You arranged a site visit on 11/12/24 with David Simendinger to discuss the options for the applicant. I have not received any new information from the applicant since that date.

As noted, the proposed addition to the building to accommodate a bank of coolers is in the direction of the river and decreases the distance to the top of bank.

V.07 Development Standards C. Fluvial Erosion Hazard Zone

1. Improvements to existing structures, and any associated fill as needed to comply with elevation requirements in the Special Flood Hazard Area shall not decrease the distance between the existing **principal structure** and the top of bank;

There is also a clause regarding jurisdiction.

V.04 E Lands

2. If uncertainty exists with respect to the boundaries of the Fluvial Erosion Hazard Zone, the location of the boundary shall be determined by the ZA. If the applicant disagrees with the determination made by the ZA, a letter of determination from the Vermont Agency of Natural Resources shall constitute proof.

The location of the building in the Fluvial Erosion Hazard Zone (FEH) is not a question. And development is allowed under conditional use in directions other than toward the river.

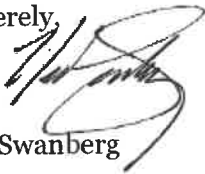
After the meeting I reached out to Staci Pomeroy, the VT DEC River Scientist, regarding the proposal. By way of comparison, in the most current VT DEC model bylaw, in consideration of River Corridors, there is a "performance standard" which would allow for new development within River Corridors where the development does not increase the risk to the investment itself, or further diminish the ability of the river to manage its erosive energy and reduce flood damage.

Staci Pomeroy, the DEC River Scientist, reviewed the proposal and found that given the location of the addition, in context with the river approaching the bridge, and existing pavement and bedrock, that the proposed expansion probably would not require rip rap and other channel management practices any sooner than the existing situation. So, under a performance standard it would probably be acceptable. However, this not specifically a change to the delineation of the Fluvial Erosion Hazard Zone.

These comments are provided to the Town of Northfield as requested through V.08 B1 and VSA §4424. Additional local, State or Federal permits may be required for this project. Where the community has additional, or more stringent standards, those standards apply.

Please let me know if you, or the applicant, have any questions.

Sincerely,



Ned Swanberg

Ned Swanberg, Central Vermont Floodplain Manager, CFM
DEC River Corridor and Floodplain Protection Program
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www.floodready.vermont.gov