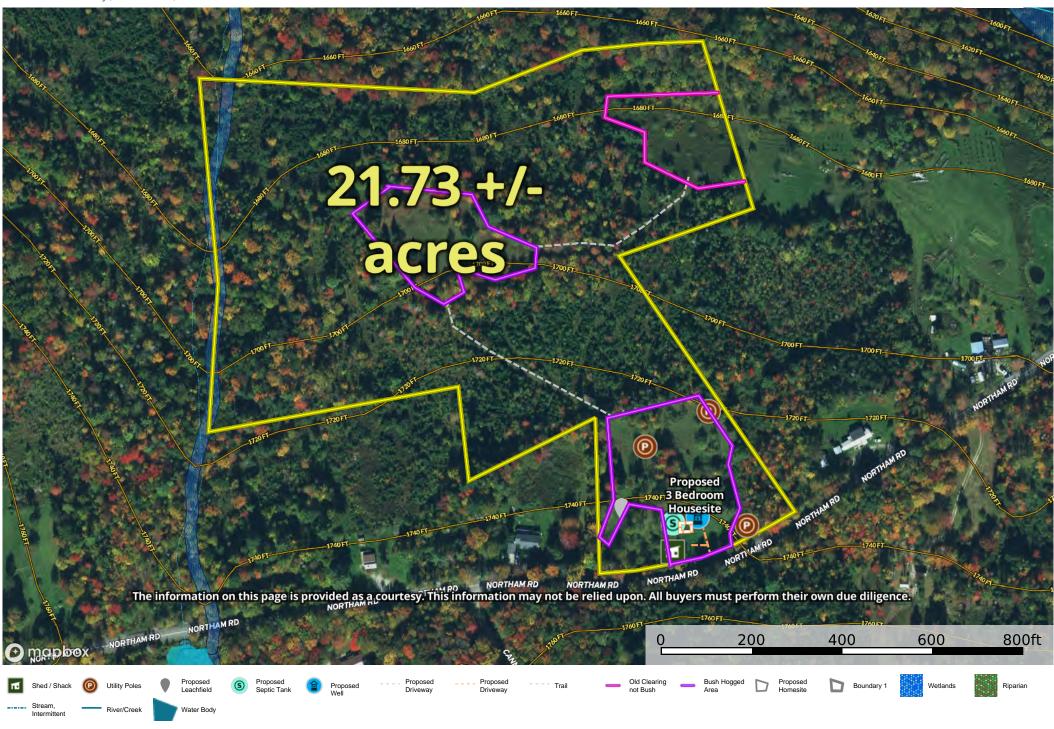
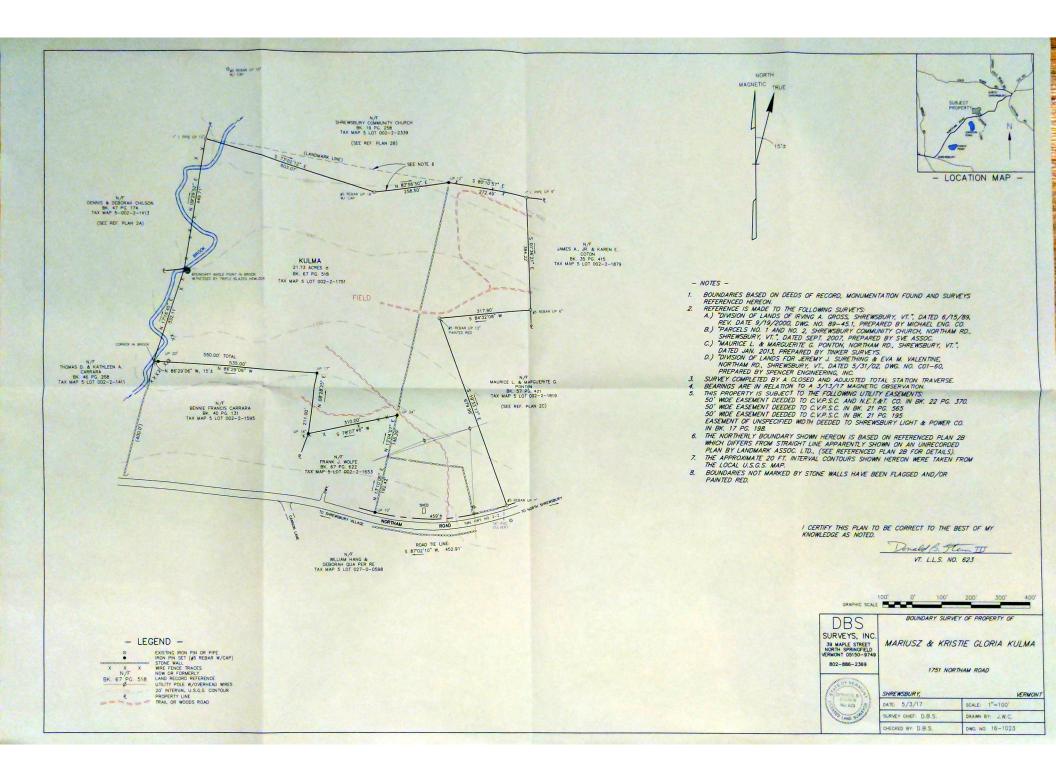
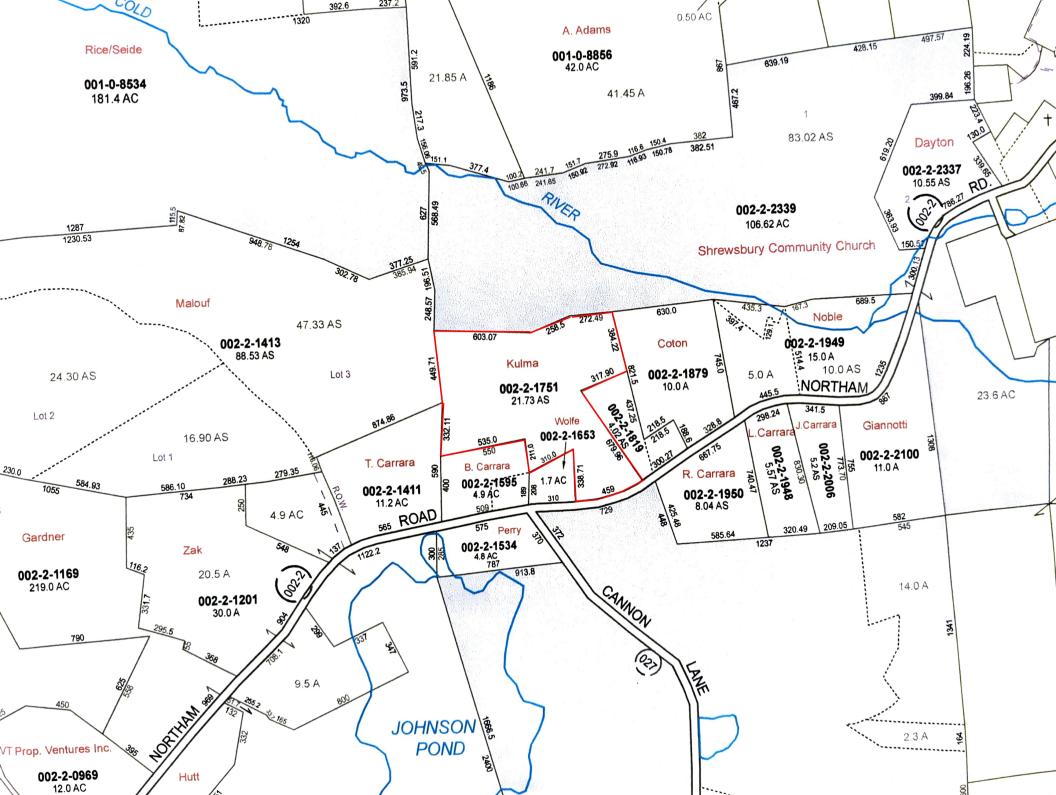
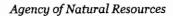
Shrewsbury 21.73 Acres - 1751 Northam Road

Rutland County, Vermont, 21.73 AC +/-











State of Vermont Department of Environmental Conservation

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:

Brian Jelensits

124 Woodcrest Circle Allentown, PA 18103 Permit Number: WW-1-2823

This permit affects property identified as Town Tax Parcel ID # Shrewsbury: 002-8-1757 referenced in a deed recorded in Book 62, Page 577 of the Land Records in Shrewsbury, Vermont.

This project, consisting of the proposed construction of a new three (3) bedroom single family residence, served by new on-site water supply and wastewater disposal systems, on an unimproved +/- 22.6 acres parcel, located on Northam Road in Shrewsbury, Vermont, is hereby approved under the requirements of the regulations named above and subject to the following conditions.

1. GENERAL

1.1 This project shall be completed as shown on the application, plans and/or documents prepared by John P. Lapre of Spencer & Lepre, LLP with the plans stamped by the Drinking Water and Groundwater Protection Division listed as follows:

Sheet Number	Title	Plan Date	Plan Revision Date
E15-43-1	Proposed Water Supply and Wastewater Disposal System Plan	12/29/2015	4/25/2016
E15-43-2	Proposed Water Supply and Wastewater Disposal System Details	12/29/2015	4/25/2016

- This permit does not relieve the landowner from obtaining all other approvals and permits <u>PRIOR</u> 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 Shrewsbury 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 Shrewsbury Land Records and ensure that copies of all certifications are sent to the Secretary.
- No permit issued by the Secretary shall be valid for a substantially completed potable water supply and wastewater disposal system until the Secretary receives a signed and dated certification from a qualified Vermont Licensed Class 1 or Class B Designer that states:

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



- or which otherwise satisfies the requirements of §1-308 and §1-911 of the referenced rules.
- This project is approved for the construction of a new three (3) bedroom single family residence on an existing +/22.6 acre parcel. Construction of additional nonexempt buildings, including commercial and residential buildings,
 is not allowed without prior review and approval by the Drinking Water and Groundwater Protection Division and
 such approval will not be granted unless the proposal conforms to the applicable laws and regulations. No
 construction is allowed that will cause non-compliance with an existing permit.
- 1.7 The Division relied upon the Vermont Licensed Designer's certification that the design-related information submitted is true and correct and complies with the Wastewater System and Potable Water Supply Rules and the Vermont Water Supply Rules. This permit may be revoked if it is determined that the project does not comply with these rules.
- 1.8 Each purchaser of any portion of this project shall be shown a copy of the Wastewater System and Potable Water Supply Permit and the stamped plans, if applicable, prior to conveyance of any portion of the project to that purchaser.
- 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.
- 1.10 Any person aggrieved by this permit may appeal to the Environmental Court within thirty (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.

2. WATER SUPPLY

- This project is approved for a potable water supply using a drilled or percussion bedrock well for a maximum design flow capacity of **420 gallons** of water per day provided the supply is located as shown on the stamped plans and meets or exceeds the isolation distances, construction standards, and water quality standards required in the Water Supply Rule. The landowner shall operate the potable water supply in a manner that keeps the supply free from contamination. The landowner shall immediately notify the Division if the water supply system fails to function properly and becomes a "failed supply".
- The components of the potable water supply system herein approved shall be routinely and reliably inspected during construction by a qualified Vermont Licensed Designer who shall, upon completion and prior to occupancy of the associated building, 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.
- 2.3 The water source location as shown on the stamped plans shall be staked out and flagged by a qualified Vermont Licensed Designer prior to any construction on this project with the flagging being maintained until construction is complete.

3. WASTEWATER DISPOSAL

- This project is approved for the disposal of wastewater in accordance with the mound-type system design depicted on the stamped plans for a maximum design flow capacity of **420 gallons** of wastewater per day. The system 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 components of the sanitary wastewater disposal system herein approved shall be routinely and reliably inspected during construction by a Vermont Licensed Class 1 or Class B Designer who shall, upon completion and prior to occupancy of the associated building, 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.
- 3.3 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 process wastewater is permitted unless prior written approval is obtained from the Drinking Water and Groundwater Protection Division.

- 3.4 This project is approved for a mound-type wastewater disposal 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 Class 1 or Class B 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 material, the installation and testing of the distribution piping, final grading of the mound including side slopes, and pump station installation; and
 - c. The construction of the mound shall adhere to the guidelines set forth in Section 1-913(f) of the above referenced rules.
- No buildings, roads, water lines, earthwork, re-grading, excavation or other construction that might interfere with the installation or operation of the wastewater disposal system is allowed on or near the site-specific wastewater disposal area depicted on the stamped plans. All isolation distances that are set forth in the Wastewater System and Potable Water Supply Rules shall be maintained and will be incorporated into the construction and installation of the wastewater disposal field.

Alyssa B. Schuren, Commissioner
Department of Environmental Conservation

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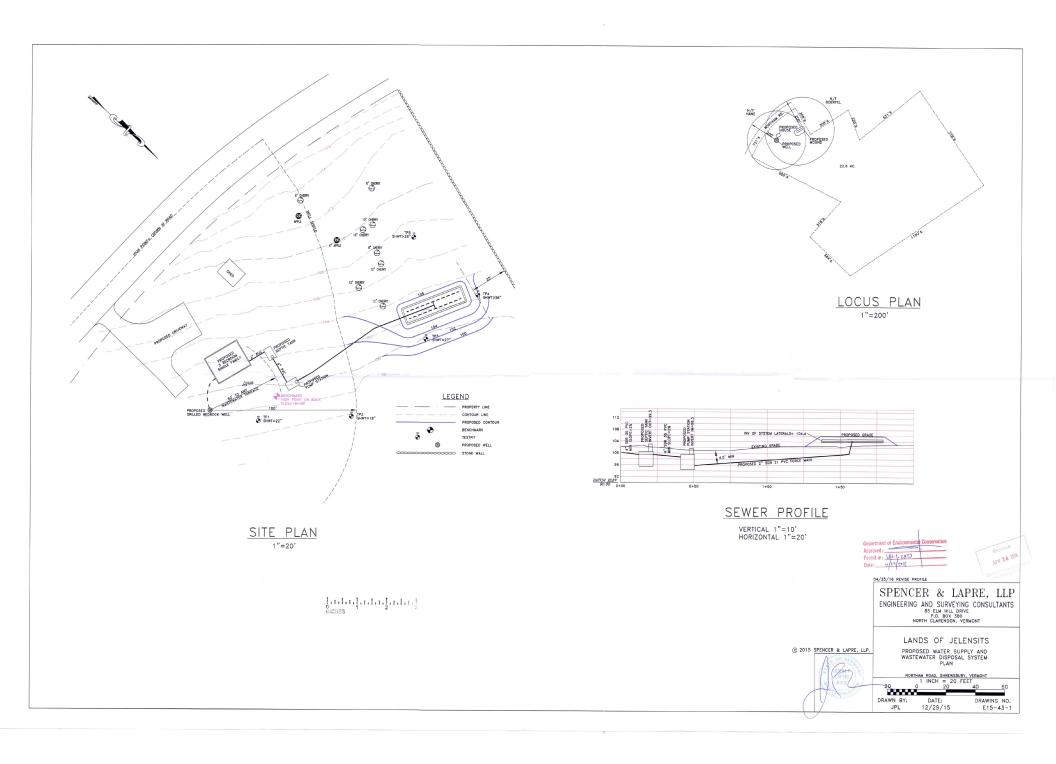
Dated April 27, 2016

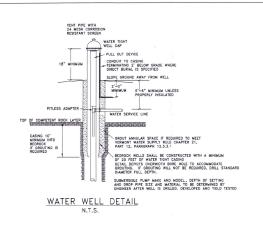
Elias J. Erwin, Assistant Regional Engineer

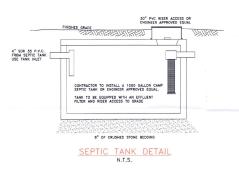
Rutland Regional Office

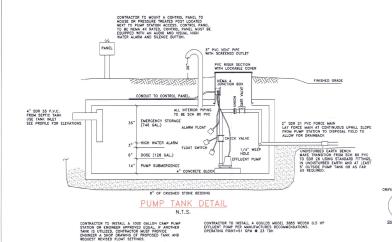
Drinking Water and Groundwater Protection Division

cc Shrewsbury Planning Commission John P. Lapre







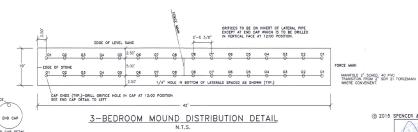


'A' STONE, AS REQ'D FOR DRY TRENCH FROM TRENCH BOTTOM

TYPICAL TRENCH DETAIL
N.T.S.

* HARD, DURABLE, WASHED CRUSHED STONE (TYP.) CONTRACTOR TO PLACE 12" OF MOUND SAND BETWEEN CRUSHED STONE AND HIGHEST ORIGINAL GROUND ELEV. EXISTING GROUND VARIES TRANSITION FROM 2" SDR 21 PVC FORCE MAIN TO 2" SCHED, 40 PVC MANIFOLD

MOUND DISTRIBUTION DETAIL NTS



NOTES AND SPECIFICATIONS

- It is the intent of these pions and specifications that the resulting construction produce a complete and functional mound septic system. They are to be so construed and incidental work required to achieve this goal shall be included withther depicted or not.

- (F) Take particular care to remove all burrs from the inside of the piping in the pressure distribution system. Failure to do so may cause the orifices to alog and the system to fall prematurely.
- (G) Install pump station as shown. Take care in ordering to match electrical characteristics with site electric.

DISPOSAL SYSTEM TESTING PROCEDURES

PERFORMANCE TESTING

© 2015 SPENCER & LAPRE, LLP.

Department of Environ Approved: ____ 04/25/16 REVISE EFFLUENT PUMP

SPENCER & LAPRE, LLP ENGINEERING AND SURVEYING CONSULTANTS 85 ELM HILL DRIVE P.O. BOX 380 NORTH CLARENDON, VERMON

> LANDS OF JELENSITS PROPOSED WATER SUPPLY AND WASTEWATER DISPOSAL SYSTEM DETAILS

NORTHAM ROAD, SHREWSBURY, VERMONT 1 INCH = 20 FEET DRAWN BY: DRAWING NO. 12/29/15 E15-43-2 37 518

Vermont Property Tax 22 V.S.A. Chap. 238
ACKNOWLEDGRAMENT
Return Rocd

Return No. ## 48

SHREWSBURY TOWN-CLERES OFFICE RECEIVED FOR RECORD

OCTORER 3 AD. : 201

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT I, BRIAN D. JELENSITS of Allentown, Pennsylvania, Grantor, in

the consideration of One Dollar and other valuable consideration paid to my full satisfaction by

MARIUSZ KULMA and KRISTIE GLORIA KULMA

of Auburn, Massachusetts, Grantees, by these presents, do freely GIVE, GRANT, SELL,

CONVEY AND CONFIRM unto the said Grantees,

MARIUSZ KULMA and KRISTIE GLORIA KULMA

Husband and Wife, Tenants by the Entirety,

and their heirs and assigns forever, a certain piece of land in Shrewsbury, in the County of

Rutland and State of Vermont, described as follows, viz:

Being all and the same lands and premises conveyed to Brian D. Jelensits by Warranty Deed of Eva M. Valente and Jeremy J. Surething dated May 23, 2012 and recorded May 30, 2012 in Book 62 Page 577 of the Shrewsbury Land Records and therein described as follows:

Being all and the same lands and premises conveyed to Eva M. Valente and Jeremy J. Surething by Warranty Deed of Eva M. Valente and Jeremy J. Surething dated December 18, 2002 and recorded on December 30, 2002 in Book 50 at Page 189 of the Shrewsbury Land Records.

The property conveyed herein is more particularly described as follows:

Being part of the same lands and premises conveyed to Eva M. Valente and Jeremy J. Surething by Warranty Deed of Stephen C. Graham and Bernie L. Graham, dated May 29, 2002 and recorded in Book 49 at Page 17 of the Shrewsbury Land Records.

Being a 22.6 +/- acre parcel as depicted on to a survey prepared by Spencer Engineering, Inc. entitled "Division of Lands for Jeremy J. Surething and Eva M. Valente" dated 5/31/02 and filed in the Shrewsbury Land Records as Map #132.

TO HAVE AND TO HOLD all said granted premises, with all the privileges and appurtenances thereof, to the said Grantees,

MARIUSZ KULMA and KRISTIE GLORIA KULMA

Husband and Wife, Tenants by the Entirety,

and their heirs and assigns, to their own use and behoof forever; And I, the said Grantor,

BRIAN D. JELENSITS

and for myself and my heirs, executors and administrators, do covenant with the said Grantees

MARIUSZ KULMA and KRISTIE GLORIA KULMA

Husband and Wife, Tenants by the Entirety,

and their heirs and assigns, that until the ensealing of these presents, I am 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 I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of

September, 2016.

IN PRESENCE OF

Mum D. Adoroita
BRIAN D. DELENSITS

STATE OF VERMONT COUNTY OF WINDSOR, SS.

At Springfield, in said County and State, this day of Sept., 2016, BRIAN D. JELENSITS personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed. Before me Sour Course Notary Public

My commission expires 2/10/19

KNOW A	LL MEN BY THESE	PRESENTS:	,	
	r, DONAPO			ol
			Ollar and other valuable consideration paid by CENTRAL	
			ee), a Vermont corporation having its office and principal	
iness at th	e City of Rutland, in t	he County of Rutland and Stat	te of Vermont, the receipt whereof is hereby acknowledge	d, do hereby
			antee, its successors and assigns, the perpetual right and	
			line or lines of poles with wires and/or cables thereon for electricity, including necessary guy wires, push brace	
			pon, over and across lands owned by the Grantor in	
			ATTO, State of Vermont, more fully described	
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to Do	onato Carrara	1	Records for Shrewsbury in Book	
dated Ma	gch 22, 1929	and recorded in the Land	Records for Shrewsbury in Book	15
Page) Said line shall <u>ens</u>	or from lands now or formerly	A SPENDER BETIN AT C.YPS	^ CORP
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			direction to lands now or formerly of	HARVE
T. K.	MYINGNU			
			grantee, after its final surveys have been completed, with e erection of the poles in said line or lines.	in the above
			ated by such means as Grantee deems desirable, all trees	and under-
			idth of twenty-five feet on each side of the said line or l	
			adjacent to this right of way as, in the judgment of the C ines or any of their appurtenances when crected.	Frantee, may
			isement, across other property owned by the Grantor, for	the purposes
			that said right must be exercised in a careful manner and	
		tor caused by the Grantee shall		
RESE	RVING, however, to t	he Grantor, the right to cultive	ite the ground between such poles and underneath such assement, provided such use shall not interfere with the	wires and/or rights herein
granted.	nay be elected, replace	u, and maintained upon such e	asement, provided such use shan not interfere with the	ingines mercin
The G			ny buildings or structures of any kind within ten (10) feet	on each side
			ssion from an executive officer of the Grantee.	
TO H	AVE AND TO HOLD (the aloregranted rights and ease	ments, with all the privileges and appurtenances, thereund forever and the Grantor does hereby covenant with the	o belonging, Grantee and
			villy seized in fee simple of the granted premises, that t	
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Grantee an	d its successors and assi	gns forever against the claims ar	nd demands of all persons.	
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Know All Men by These Presents,

THAT we,	do C	arrara		
of Shrewsbury	in the County of	Pull	Ins.	41
State of Vermont (hereinafter called the			•	
able considerations to us in hand paid,		•	•	
corporation, hereinafter called the "C Grantee, its successors and assigns, with				-
and patrol a single or double line of either	-	_	•	•
mission of high or low voltage electricity:	-		•	
braces to properly support and protect the			·	
		•	•	•
Shrewsbury	in the Co	unty of	Kullang	and in the
State of Vermont.				3
The said line shall enter our land f	rom the land now	or formerly of	angels !	arrara
and across our land in a direction to lands	now or formerly	of Rub	and mo	many
and across our faire in a direction to lands	now or ronnerry	o		- 2 32 22-2
			~	
	.			
Together with the right to trim, cu	it and remove at a	ny and all times with	out further navmer	It therefor such
trees and underbrush as in the judgment of		_		•
said lines or any of their appurtenances, w	•		-	,
All oral negotiations, understandin	ac and agreements	offecting this essential	ant are marged in th	is grant
-		_	_	•
WITNESS the hands and seals of the	e Grantor, this	day of	June	19 # 4_
. '	×	Dánata a	TIMALC	(Seal)
			•	
· 🔨	• • • • • • • • • • • • • • • • • • • •			(Seal)
V C	- · · -			(Seal)
				(Seal)
Witnesses:			•	
				•
W. A Smith	; ,		•	
wis PRuscell		- 4	·	٠.
STATE OF VERMONT,	(Personally ann	eared before me,	1071 day of	2
		•	()	
· · · · ·		igner and sealer of	the above written	instrument and
acknowledged the same to be Ka fre	e act and deed.			-
BK 17 Da 198	Before me			•
, , , ,	Doloit III	O. D.	all	
		asian M	Notary Public, Justice	u. of the Dece
1	•			
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