

ZONING BOARD OF ADJUSTMENT - APPLICATION

TOWN OF CHARLOTTE

10-51-CU

Office Use Only #ZBA- _____

Planning & Zoning

Date Received: _____

P.O. Box 119

159 Ferry Road

Note: Decisions of the Zoning Board of Adjustment may be

Charlotte, VT 05445

appealed to the Vermont Environmental Court within 30 days

Phone: 802-425-3533

of the date of the Board's written decision. Zoning Permits will not be

Fax: 802-425-4241

issued so as to become effective prior to the end of that appeal period.

E-Mail: ^{bt@townof} Gloria@townofcharlotte.com

Hearing Date: _____

Receipt # _____ Application Fee \$500 _____ Appeal Fee \$500 _____ Telecommunications Facilities Fee \$2,000 _____

*APPLICANT/REPRESENTATIVE (if different from owner) -

Name Peter Fern Name _____

Address 3421 Lake Rd Address _____

Charlotte Vermont

Phone 802 425 3760 Phone _____

*Representative must submit a letter from the owner of the property authorizing him/her to represent them for permits, hearings, etc.

Map 41 Block 50 Lot 36 Parcel ID # 00025-1012 Thompsons Point Lot # 128

Property address 1012 Flatrock Rd

Zoning District SHM Lot size 1/2 acre Lot frontage 100' % of Lot coverage (building) 3 (overall) 10 Building height 23'

Existing front yard setback 65 Existing side yard setbacks 1. 52 2. 32 Existing rear yard setback 110

This application references Zoning Bylaw section(s) 2.7, 5.4, ~~3.8~~, 3.15

Plot Plan (a plot plan must be submitted showing the lot, existing structures and setbacks, easements, right-of-ways on or abutting the lot, septic primary and replacement areas, well, streams and any other information significant to this application) Submittals no larger than 11" x 17". All measurements must be accurate.

Use attached sheet to list all abutting property owners. Include those across any street, private road or right-of-way.

Applicant will be required to notify adjoining property owners, by certified mail or certificate of service, after a hearing date has been set.

Submit (1) original and (5) copies of complete application.

Application is for: (please check all that apply)

Conditional Use: Variance: _____ Thompson's Point Seasonal Dist: Appeal: _____ Other: describe) _____

Describe your request: (When appropriate, make reference to attached documents, letters, photographs, etc.)

Please see attached documents

RECEIVED

APR 11 2016

CHARLOTTE
PLANNING & ZONING

APPLICATION MUST BE RECEIVED AT LEAST 23 DAYS PRIOR TO THE HEARING DATE.
BE SURE TO COMPLETE ALL SECTIONS OF THE NECESSARY FORMS AND ATTACHMENTS. ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.

Signature of applicant(s) _____ Date 4-11-16

Proposal for 1012 Flatrock Road renovations:

I propose to remove the existing uninhabitable structure located at 1012 Flatrock Road and replace it with a slightly larger structure situated in roughly the same spot. The current driveway is a shared one that ends between the cabin and the lake. This will be rerouted so that is situated to the west of the camp by Flatrock Road thus removing it from the 100' shoreline zone. The access to the camp on Lot 127 will be from a path easement from the new driveway. Please see attached plans.

Thank you,
Peter Fenn

Existing camp



Name Jean + Valerie Bicbuyck
 Address 17 Field Ave
Rutland VT 05701-2402
 Parcel #
 Map 41
 Block 50
 Lot 35

Name _____
 Address _____
 Parcel # _____
 Map _____
 Block _____
 Lot _____

Name Nina Cucchieri + Norman Ernsting
 Address 69 Horton Rd
Cold Spring NY 10516
 Parcel #
 Map 41
 Block 50
 Lot 37

Name ~~Norman~~
 Address _____
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 Map _____
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Section 3.12

Performance Standards

(A) The following performance standards must be met and maintained for uses in all districts, except for agriculture and forestry, as measured at the property line. In determining compliance, the burden of proof shall fall on the applicant. The Town or a complainant shall be required to provide reasonable proof if challenging compliance after a permit has been issued. The Planning Commission or Board of Adjustment may require periodic reporting as a permit condition to confirm ongoing compliance. No use, under normal conditions, shall cause or result in:

- (1) noise in excess of 70 decibels, or which otherwise represents a significant increase in noise levels in the vicinity of the use so as to be incompatible with the surrounding area; or within the Commercial/ Light Industrial District, noise in excess of 75 decibels;

There will be no noise in excess of 70 decibels associated with this project.

- (2) clearly apparent vibration which, when transmitted through the ground, is discernable at property lines without the aid of instruments;

There will be no clearly apparent vibration associated with this project.

- (3) smoke, dust, noxious gases, or other forms of air pollution which constitute a nuisance or threat to neighboring landowners, businesses or residents; which endanger or adversely affect public health, safety or welfare; which cause damage to property or vegetation; or which are offensive and uncharacteristic of the affected area;

There will be no forms of air pollution which constitute a nuisance or a threat to the neighborhood.

- (4) releases of heat, cold, moisture, mist, fog or condensation which are detrimental to neighboring properties and uses, or the public health, safety, and welfare;

There will be no releases of any sort which are detrimental to the neighborhood.

Section 5.4 Conditional Use Review

(A) **Applicability.** Any use or structure requiring conditional use approval shall not be issued a zoning permit by the Zoning Administrator until the Board of Adjustment grants such approval in accordance with the Act [§4414(3)], and the following standards and procedures.

(B) **Review Process.** Upon determination that an application is complete, a public hearing will be warned in accordance with Section 9.9(C). In accordance with the Act [§4464(b)] and Section 9.9(E), the Board shall act to approve, approve with conditions, or disapprove on each matter of an application for conditional use review; and shall issue a written decision within 45 days of the date of the final public hearing to include findings, conditions of approval, and provisions for appeal to Environmental Court. Failure to act within the 45 day period shall be deemed approval, effective on the 46th day.

(C) **General Standards.** In accordance with the Act [§4414(3)], the Board shall determine that the proposed conditional use shall not result in an undue adverse effect on any of the following:

- (1) **The capacity of existing or planned community facilities and services.** The Board shall consider the demand for community facilities and services that will result from the proposed development in relation to the existing and planned capacity of such services and facilities, and the adopted municipal capital budget and program currently in effect. The Board may request information or testimony from appropriate local officials to help evaluate potential project impacts on existing and proposed community facilities and services. Conditions may be imposed regarding the provision of services and facilities, and/or the timing and phasing of development in relation to anticipated municipal capital expenditures or improvements, to minimize any adverse impacts to community facilities and services.

This project shall not adversely impact community facilities or services. It will not increase wastewater output

- (2) **Character of the area affected.** The Board shall consider the design, location, scale, and intensity of the proposed development in relation to the character of adjoining and other properties likely to be affected by the proposed use. Conditions may be imposed as appropriate to ensure that the proposed development is compatible with the character of the area, as defined by zoning district purpose statements, and specifically stated policies and standards of the municipal plan. Conditions may be imposed as necessary to eliminate or mitigate adverse impacts, including but not limited to conditions on the design, scale, intensity or operation of the proposed use.

This project and its use is compatible with the character of the Thompson Point neighborhood. It removes a dangerous and unhealthy exposure.

- (3) **Traffic on roads and highways in the vicinity.** The Board shall consider the potential impact of traffic generated by the proposed development on the capacity, safety, efficiency, and maintenance of roads, highways, intersections, and bridges in the vicinity. A traffic impact assessment may be required. Conditions may be imposed as necessary to ensure that a proposed development will not result in unsafe conditions for pedestrians or motorists, including but not limited to physical improvements on or off site, or the use of accepted traffic management strategies.

There will be no change in traffic associated with this project

- (4) **Bylaws in effect.** The Board shall determine whether the proposed development conforms to other municipal bylaws and ordinances currently in effect, including but not limited to road, water or wastewater ordinances. The Board shall not approve a proposed development that does not meet the requirements of other bylaws and ordinances in effect at the time of application.

This project conforms to wastewater ordinances 17 is
replacing a one bedroom camp with another one bedroom
camp

- (5) **The use of renewable energy resources.** The Board will consider whether the proposed development will interfere with the sustainable use of renewable energy resources by either diminishing their future availability on the subject parcel, or by interfering with neighboring property owners' access to such resources (e.g., for solar or wind power). Conditions may be imposed as appropriate to ensure access to and the long-term availability of renewable energy resources.

This project will not interfere with any present or future
use of renewable energy resources.

(D) Specific Review Standards. In addition to general standards under subsection 5.4(C), the Board may also consider the following and impose conditions as appropriate to reduce or mitigate the adverse impacts of a proposed development:

- (1) **Conformance with the Town Plan.** Whether applications conform to policies and objectives of the *Charlotte Town Plan*, and do not adversely affect significant natural, cultural or scenic features identified in the town plan, including natural areas, wildlife habitat, productive forests and farmland, surface waters, wetlands, water supplies and aquifers, historic sites, and scenic views or vistas in the vicinity of the proposed development.

This project is in conformance with the Town Plan.

- (2) **Additional Restrictions.** All conditional uses shall comply with the dimensional, density, siting and associated standards for the district(s) in which the use or development is located, including overlay districts, however the Board may require increased setbacks and buffers, or reduced lot coverage or densities of development to avoid or mitigate adverse impacts to adjoining properties or significant natural, cultural or scenic features in the vicinity of the site.

This project does expand the footprint of the existing non-conforming
structure but also brings into compliance other structures that ^{currently} are not.

- (3) **Performance Standards.** The Board shall consider whether the proposed development will meet applicable performance standards under Section 3.12, and may impose conditions on the installation, operation, storage or maintenance of devices or materials necessary to meet these standards. In determining appropriate performance standards, the Board may consult with state officials, and consider accepted industry standards. In addition, the Board may limit hours of operation so that the use shall be consistent with the character of the area. Evening or night operations shall be permitted only if noise levels, lighting and traffic will not unreasonably interfere with surrounding uses.

- (5) electromagnetic disturbances or electronic transmissions or signals which will repeatedly and substantially interfere with the reception of radio, television, or other electronic signals, or which are otherwise detrimental to public health, safety and welfare, except from facilities which are specifically licensed and regulated through the Federal Communications Commission (FCC).

There will be no electromagnetic disturbances
emanating from this project of a detrimental nature

- (6) glare, lumen, light or reflection which constitutes a nuisance to other property owners or tenants, which impairs the vision of motor vehicle operators, or which is otherwise detrimental to public health safety and welfare;

There will be no lights which constitute a nuisance to
the neighborhood

- (7) liquid or solid waste or refuse which cannot be disposed of by available methods without undue burden to municipal or public disposal facilities, which pollutes surface or ground waters, or which is otherwise detrimental to public health, safety and welfare; or

There will be no waste of any kind that cannot be
disposed of by available methods.

- (8) undue fire, safety, explosive, radioactive emission or other hazard which endangers the public, public facilities, or neighboring properties, or which results in a significantly increased burden on municipal facilities and services.

There will be no such hazards associated with
this project.

East face to lake



Existing driveway north edge



West side. Location of proposed driveway

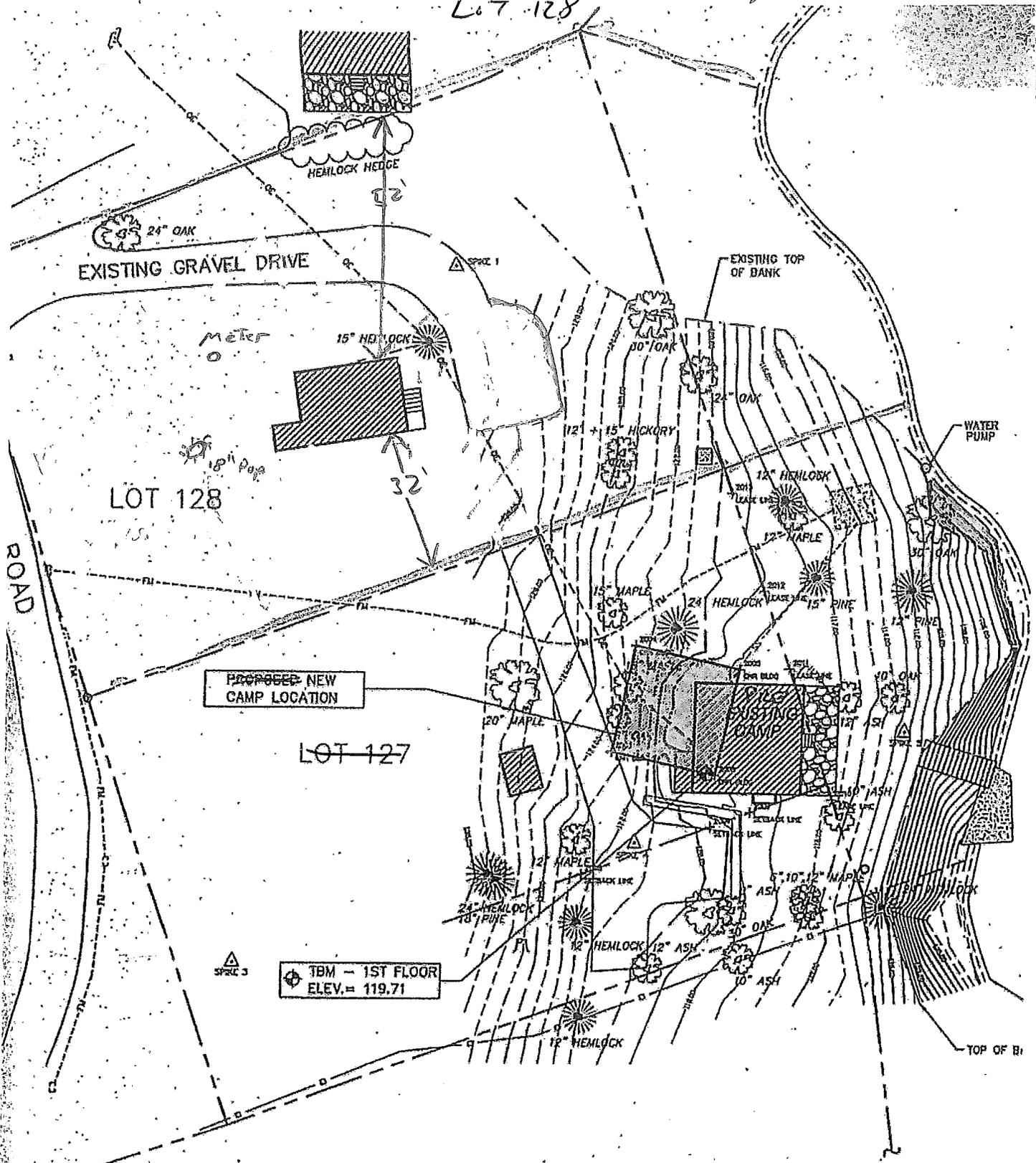


South side. Area of proposed path easement



Existing Camp & Driveway
Lot 128

4/10/16



LOT 128

LOT 127

LOT 126

PROPOSED NEW
CAMP LOCATION

TBM - 1ST FLOOR
ELEV. = 119.71

WATER PUMP

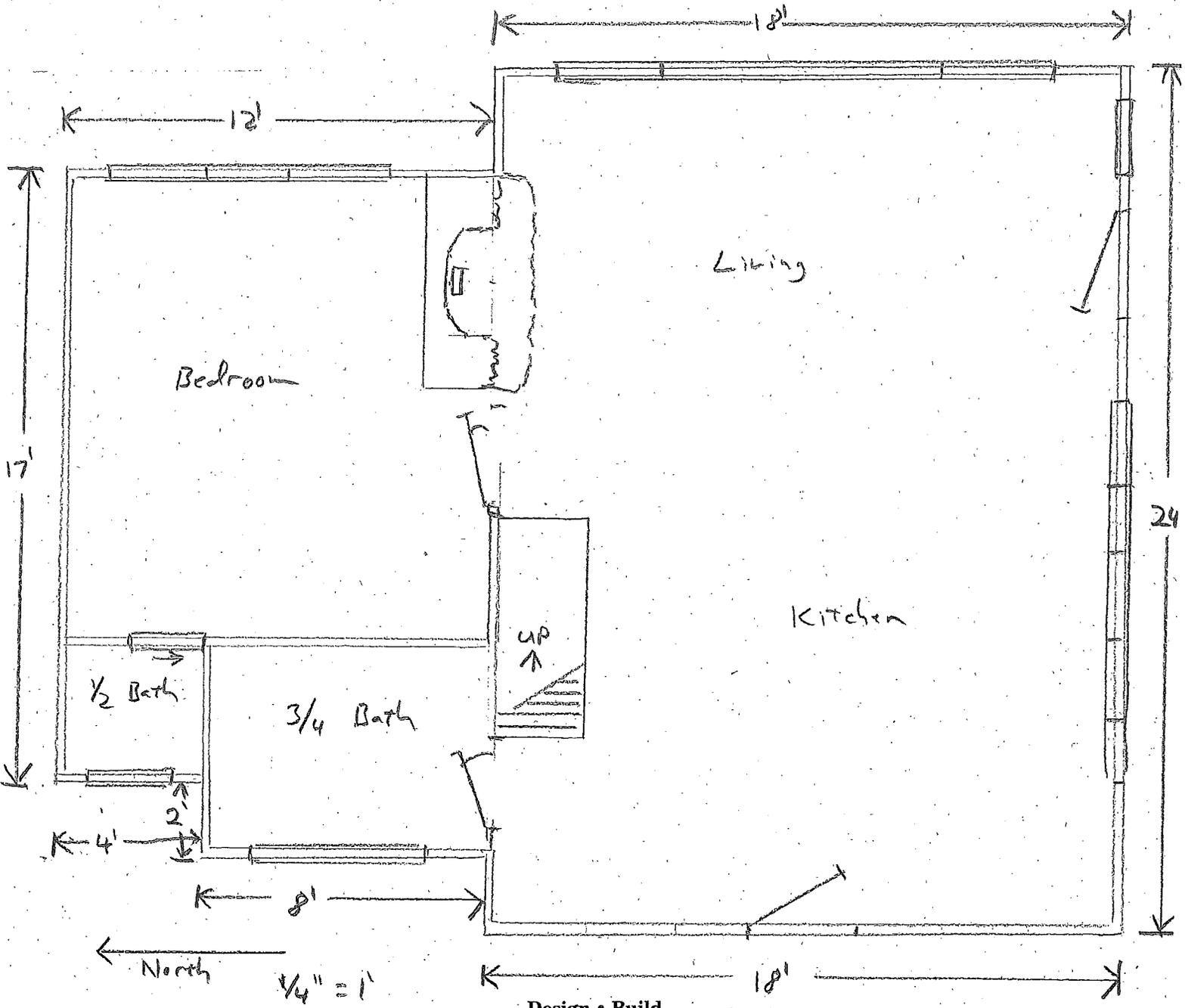
TOP OF B1

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1012 Flatrock Rd
Charlotte, Vermont
4/10/18
1st Floor

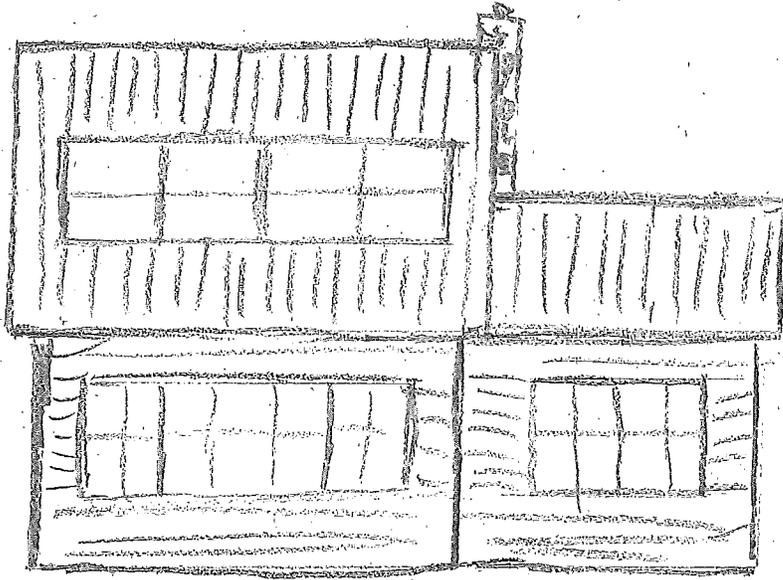


Design • Build

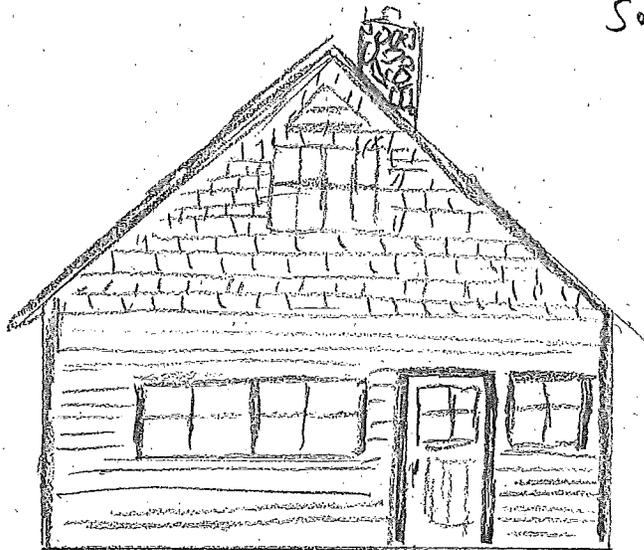
3421 Lake Road, Charlotte, VT 05445
(802) 425-3760 Fax (802) 425-3761

1012 Flatrock

East



South

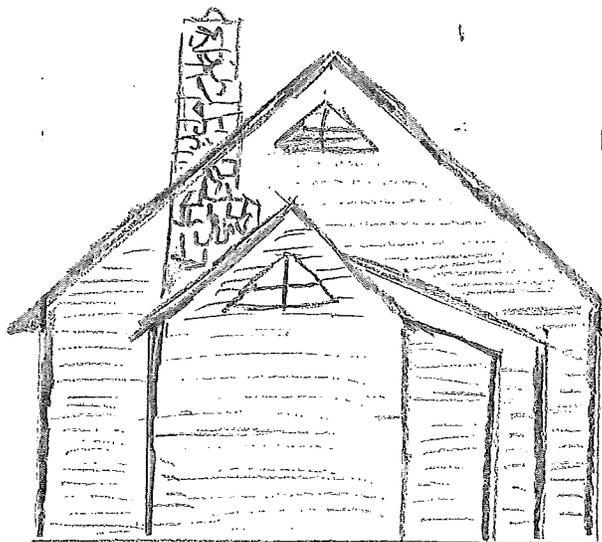


1012 Flatrock

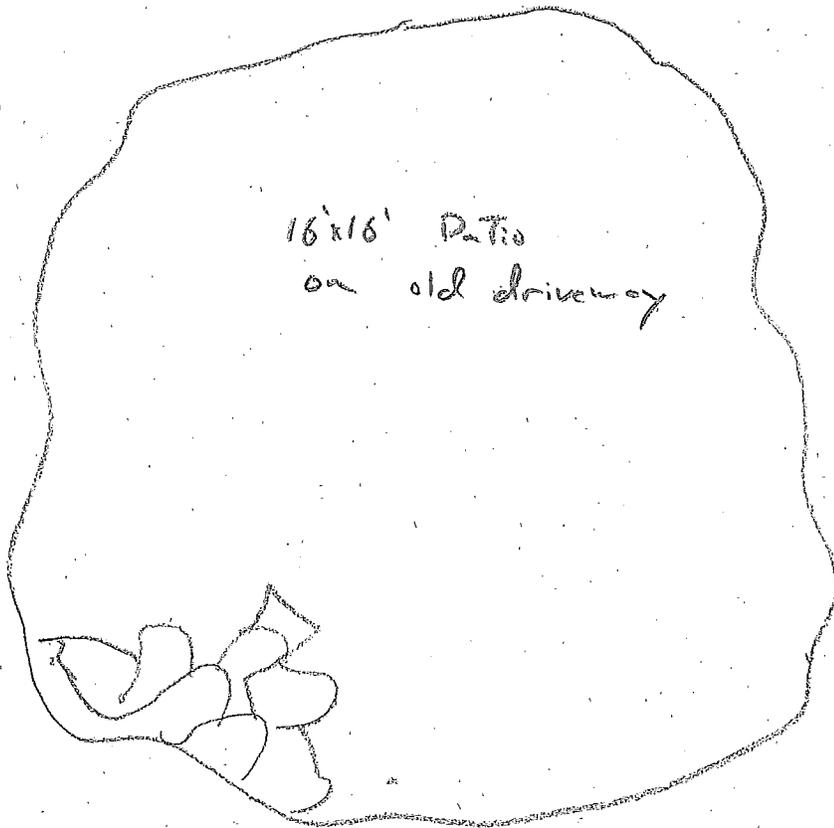
West $\frac{1}{8}'' = 1'$



North

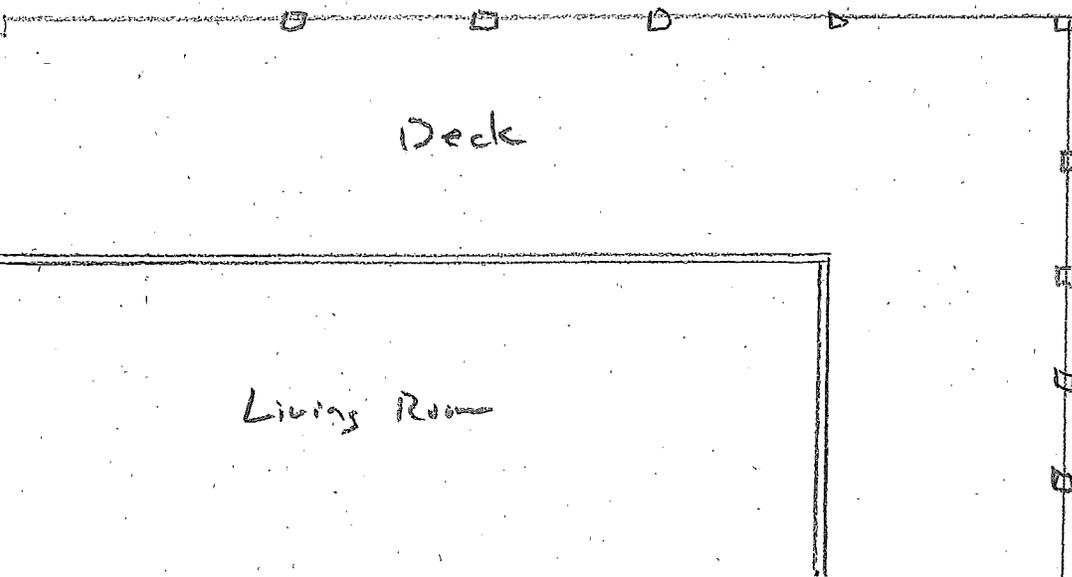


Lower Patio on Old Driveway
1012 Flatrock

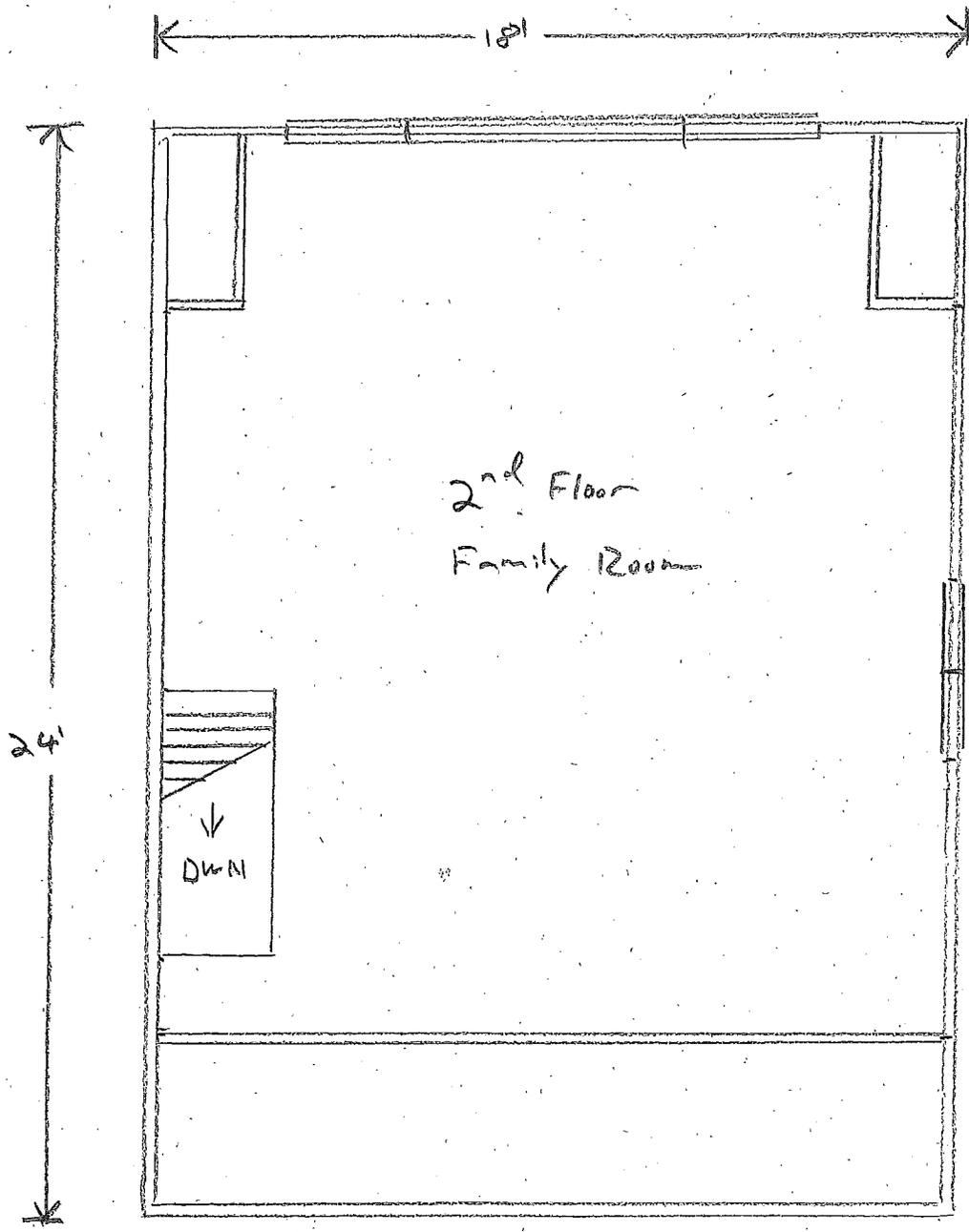


Deck

Living Room



1012 Flatrock
2nd Floor



← North

SHARED WELL, DRIVEWAY, AND WASTEWATER CRIB AGREEMENT

This Agreement is made by and between PAUL W. ARTHAUD, of Charlotte, Vermont, (hereinafter "Arthaud"), and NORMAN ERNSTING and NINA CUCCHIARI, both of Cold Spring, New York, (hereinafter "Ernsting and Cucchiari"), to wit:

WHEREAS, this date Arthaud has sold and conveyed to Ernsting and Cucchiari all of his right, title and interest in the premises located at 1002 Flat Rock Road, Charlotte, Vermont, being Lot 127 as depicted on a plan entitled, "Thompson's Point Survey Map", dated February, 1932, by H. M. McIntosh, which map is located in the Charlotte Town Clerk's Office (hereinafter the "McIntosh plan");

WHEREAS, Arthaud has retained all right, title and interest in 1012 Flat Rock Road, Charlotte, Vermont, being Lot 128 together with all improvements thereon, as depicted on the McIntosh plan;

WHEREAS, the parties intend to share a well located on Lot 128 (hereinafter the "common well") and Lot 127 is benefitted by a driveway which crosses Lot 128 to Lot 127 and the parties wish to set forth their rights and obligations thereto.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SHARED WELL AGREEMENT

1. The parties hereby agree that the water produced from the common well shall be shared equally between them.
2. The expense of maintenance, repair and replacement of the water well, pump and accessories thereto shall be shared equally by the owners of Lots 127 and 128.
3. The parties shall be individually responsible for and shall individually pay the cost and expense of constructing, installing, maintaining, replacing and repairing the underground water pipelines which run from the common well to their respective dwellings.

4. The parties shall use the water solely as a source of domestic water for household consumption and the parties shall not use water from the common well for extraordinary uses including, but not limited to, filling a swimming pool.

5. The owner of Lot 128 acknowledges that the electrical service for the water well is metered at the residence on Lot 127 and as such agrees to pay an annual fee of \$_____ to defray their proportionate share of the service cost to operate said water well pump. Said fee shall be paid on or before August 1 of each year. The parties agree to review the electrical service cost from time to time and adjust the annual fee accordingly.

6. In the event that the owner of Lot 127 sells, conveys or otherwise transfers their interest or title to such lot, the subsequent owner shall be bound by the terms of this Agreement. In the event that the owner of Lot 128 sells, conveys or otherwise transfers their interest or title to such lot, the subsequent owner shall be bound by the terms of this Agreement.

7. The parties hereto shall have the right to do whatever is reasonably necessary and required for the enjoyment of their respective interest in and to said water system, including the right of ingress and egress to and from and over and upon the other's lot.

DRIVEWAY AGREEMENT

1. The owner of Lot 127 and their heirs and assigns shall have the right to use the existing driveway leading from Flat Rock Road on Lot 128 to Lot 127.

2. The owner of Lot 127 and their heirs and assigns shall be solely responsible for the cost of maintenance and repair of the driveway used exclusively by Lot 127. The parties shall equally share the cost of maintenance and repair of any portion of the driveway used in common by them.

3. The owner of Lot 128 may move the location of the driveway to an alternate location close to the road behind the existing camp, providing the curb cut remains the same. The owner of Lot 128 shall be responsible for providing adequate clearance for the driveway and parking spaces. The cost of gravel or other surfacing material, if any, shall be equally shared by each lot owner.

4. If the driveway is so moved, a path easement shall be granted from any parking area to Lot 127. All costs associated with maintaining the path shall be paid by the owner of Lot 127.

WASTEWATER TANK/CRIB

1. The owners of Lot 127 and 128 shall equally share the cost of maintaining, repairing, and/or replacing the wastewater tank and crib system.

2. Each such lot shall be responsible for the cost and expense of installing, maintaining, repairing and replacing the wastewater line from the tank to its respective camp structure.

3. Each lot shall pay its respective wastewater bond assessment from the Town of Charlotte.

MISCELLANEOUS

1. Propane tank. The owner of Lot 127 shall have the right to use and enjoy the propane tank partially located on Lot 128 together with the right to maintain and repair the tank. If the tank is required to be replaced, it shall be moved to a location entirely on Lot 127.

2. The rights conveyed herein are to be and shall be so construed as to be appurtenant to the respective property of the parties and shall be a covenant running with the title to each of said lots described herein. The rights granted in this Agreement shall not be severable from the lots of real property described herein, nor separately conveyed therefrom without the common consent of all of the parties hereto and their respective heirs and assigns.

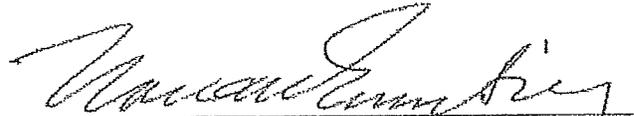
3. The obligations of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, personal representatives and assigns.

TRUST COMPANY OF VERMONT as
attorney-in-fact for PAUL W. ARTHAUD
pursuant to a Power of Attorney dated March 13,
2014

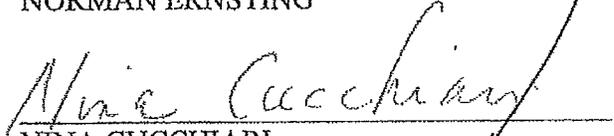
DATED: April 30, 2014

By: 
Mary Ann McDemott, Duly Authorized
Agent

DATED: April 30, 2014

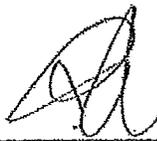

NORMAN ERNSTING

DATED: April 30, 2014


NINA CUCCHIARI

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Colchester in said County, this 30th day of April, 2014, personally appeared Mary Ann McDevitt, Duly Authorized Agent of TRUST COMPANY OF VERMONT, ATTORNEY-IN-FACT FOR PAUL W. ARTHAUD, who acknowledged the foregoing instrument, by him/her sealed and subscribed, to be his/her free act and deed, the free act and deed of TRUST COMPANY OF VERMONT, and the free act and deed of PAUL W. ARTHAUD.

Before me: 
NOTARY PUBLIC

My commission expires: 2/10/2015

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Colchester in said County, this 30 day of April, 2014, personally appeared NORMAN ERNSTING and NINA CUCCHIARI, who acknowledged the foregoing instrument, by them sealed and subscribed, to be their free act and deed.

Before me: 
NOTARY PUBLIC

My commission expires: 2/10/2015