

Certificate of Mailing:

TOWN OF MONTGOMERY  
DEVELOPMENT REVIEW BOARD  
NOTICE OF PUBLIC HEARING

The Public Hearing will be **Thursday May 22, 2025** at 5:30 at the Montgomery Public Safety Building, 86 Mountain Rd, Montgomery, Vermont.

Jamie Seeholzer and Spencer Kelley have submitted an application for Conditional Use Approval for a change of use, from a single family dwelling to a lodging establishment for short term rental. The application is for an existing structure on parcel ID#00242.067X of 5.04 acres at 1824 Mountain Road. This is in the Rural/Residential Zoning District. A lodging establishment in the Rural/Residential Zoning District requires Conditional Use Approval.

Further information may be obtained from the Zoning Administrator, Ellen Fox, or at the Montgomery Town Clerk's Office.

**An interested person must participate in the local proceeding as a prerequisite to the right to any subsequent appeal.**

Notice of Hearing and copy of the application to the applicant:

Jamie Seeholzer and Spencer Kelley  
604 Fairfield Road  
East Fairfield, VT 05448

Notice of Hearing to all abutters:

Parcel ID	Owner Name 1	Owner Name 2	Address	City	State	Zip
00242.065X.	HADDICK JASON	HADDICK HEATHER G	180 MUNN RD	MONTGOMERY CTR	VT	05471
00242.074B.	TEAPOT HOMES II LLC		1564 BARRY ROAD	FAIRFIELD	VT	05455
00242.074X.	HILL NATHAN	HILL MONICA	PO BOX 169	MONTGOMERY CTR	VT	05471
00242.075X.	MANOSH STACY		PO BOX 127	MONTGOMERY	VT	05470
00242.069X.	HAMBLETON GEORGE	STEWART MARLENE	PO BOX 176	MONTGOMERY CTR	VT	05471

I attest that these documents were mailed by me by first class mail this 1<sup>st</sup> day of May 2025.



Ellen Fox, Zoning Administrator

TOWN OF MONTGOMERY  
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St. A Messenger printed May 2, 2025

Posted at Town office May 2, 2025  
Post office  
Sylvesters

Mailed to abutter May 2, 2025

TOWN OF MONTGOMERY, VERMONT  
APPLICATION TO DEVELOPMENT REVIEW BOARD

APPLICANT (s): Name (s) Jamie Seeholzer + Spencer Kelley Phone: 802-310-3256  
203-501-8776  
Address 604 Fairfield Rd East Fairfield, VT 05448

PROPERTY: Parcel I.D. No. 00242.06TX Zoning District Rural/Residential  
Location 1824 Mountain Rd.  
Date Acquired 4/4/2025 Town Land Records - Book 83 Page 156-158  
Present Use Second Home Proposed Use Rental/Short-Term Rental  
Lot Size 5.04 acres Depth 755' Frontage on Public Road or R.O.W. 50 ft

TYPE OF APPLICATION:

- Appeal from a decision of the Administrative Officer
- Application for a Conditional Use Permit
- Application for a Variance from the Town's Zoning Regulations
- Approval of lot(s) accessed via Right-of-Way of record
- Site Plan approval for Subdivision
- Request for interpretation of Zoning Regulation or Map

State reason for Application: We would like to use the property as a short term rental when we are not staying there ourselves.

ADDITIONAL INFORMATION REQUIRED WITH APPLICATION: A plot plan must be submitted with this application to show; property boundary lines with dimensions, easement and right-of-way lines, all existing and proposed structures and alterations, proposed subdivision of land, scale and true north, location of sewage and water supplies, and other relevant information.

I hereby certify that the information in this application, (including attachments), is true and correct.

Signed: Jamie Seeholzer Date: 4/18/2025  
Spencer Kelley Date: 4/18/2025  
Applicant (s) or Authorized Agent

Submit to Town Clerk with required fee: \$200 processing  
\$15 recording (Checks payable to Town of Montgomery).

\*\*\*\*\*  
FOR USE BY DEVELOPMENT REVIEW BOARD

DRB Application No. \_\_\_\_\_ Zoning Permit Application No.: \_\_\_\_\_ Fee Paid: \_\_\_\_\_

Date Received: \_\_\_\_\_ Notice of Hearing Date: \_\_\_\_\_ Date of Hearing: \_\_\_\_\_

Decision of Board: Approved ( ) Denied ( ) Date of Decision: \_\_\_\_\_

Conditions: \_\_\_\_\_

Secretary, Development Review Board

RECEIVED

APR 24 2025

TOWN OF MONTGOMERY, VT  
PAID / RECORDED

Original to DRB and copies for applicant, listers, town clerk

**APPLICATION FOR BUILDING/ZONING PERMIT**

Applicant: Name(s) Jamie Seeholzer + Spencer Kelley Phone 802-310-3256  
203-501-8716  
Mailing Address 604 Fairfield Rd East Fairfield, VT 05448 Email jamie.seeholzer@  
brightality.org  
Physical Property Address: 604 Fairfield Rd Bakerville, VT 05441 1824 Mountain Road

Project:  New Building  Improvement/Addition  Subdivision  Other (explain below) (more than 30)  
Description: Commercial use for short term and long term rental  
New Building/Addition: Length (ft) \_\_\_\_\_ Width (ft) \_\_\_\_\_ Height (ft) \_\_\_\_\_ Total Sq. Footage \_\_\_\_\_  
Setbacks: Edge of Road right-of-way (ft) \_\_\_\_\_ Rear line (ft) \_\_\_\_\_ Left line (ft) \_\_\_\_\_ Right line (ft) \_\_\_\_\_  
New Subdivision: Lot # \_\_\_\_\_ Frontage \_\_\_\_\_ Depth \_\_\_\_\_ | Lot # \_\_\_\_\_ Frontage \_\_\_\_\_ Depth \_\_\_\_\_

I hereby certify that the information in this application (including attachments) is true and correct. \*All owners must sign\*  
**IMPORTANT: Attach a map or sketch to show property boundaries, easements and right of way, locations of existing and proposed structures and land alterations, water supply, sewage systems, roads, and driveways. Indicate scale and North.**

Signed Jamie Seeholzer Spencer Kelley 4/18/2025 4/18/2025  
signature(s) date  
Submit this application with a zoning fee of \$ 100 + \$15.00 (recording fee). Payable to Town of Montgomery.

**For use by Administrative Officer Only**  
Decision:  Denied  Approved Permit # \_\_\_\_\_  
Permit approved subject to conditions specified below and is valid (except if appealed)  
beginning on \_\_\_\_\_ and expiring on \_\_\_\_\_  
Conditions: All land development must comply with State & Federal Regulations. All additions/renovations to dwellings, new Single Family, and new multi-family dwellings (in buildings up to 3 stories) must meet the Vermont Residential Building Energy Standards. \_\_\_\_\_  
Signed \_\_\_\_\_  
Administrative Officer Date of decision  
An interested person may appeal a decision by the Administrative Officer, within 15 days of the date of such decision, to the Development Review Board.

**RECEIVED**

{Blank Area Below for Recording Stamp}

Date Received APR 24 2025  
TOWN OF MONTGOMERY, VT  
PAID / RECORDED  
Zone Class RURAL RESIDENTIAL  
Parcel ID # 00242.067X Town Bk/Pg 111 / 140



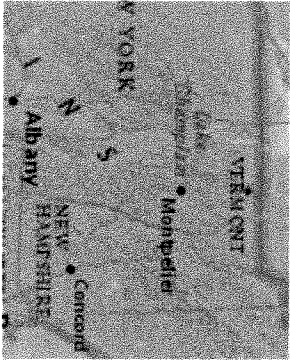
131.0 0 66.00 131.0 Meters

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere 1" = 214 Ft. 1cm = 26 Meters  
© Vermont Agency of Natural Resources THIS MAP IS NOT TO BE USED FOR NAVIGATION

1: 2,571  
May 1, 2025



**DISCLAIMER:** This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.



### LEGEND

- Parcels (standardized)
- Roads**
  - Interstate
  - US Highway: 1
  - State Highway
  - Town Highway (Class 1)
  - Town Highway (Class 2,3)
  - Town Highway (Class 4)
  - State Forest Trail
  - National Forest Trail
  - Legal Trail
  - Private Road/Driveway
  - Proposed Roads
- Town Boundary

### NOTES

Map created using ANR's Natural Resources Atlas



Montgomery Zoning &lt;montgomeryzoning@gmail.com&gt;

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**Re: Inquiry**

1 message

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**Jamie Seeholzer** <jamie.seeholzer@brightality.org>  
To: Montgomery Zoning <montgomeryzoning@gmail.com>  
Cc: Spencer Kelley <spencer.kelley@brightality.org>

Mon, Apr 28, 2025 at 8:49 AM

Good Morning-

## 1. Number of overnight guest. Adults + Children

- As per State (and town) regulations, we are able to have up to 8 guests per stay. This can look like any combination of 1+ adults with accompanying kids up to 7 (ensuring t not exceed 8 total guests).

## 2. Number of vehicles allowed on the property when rented.

-No more than 5 vehicles will be present at anytime on the property during a rental period.

## 3. Must get rental insurance.

- I will send along the binder/declaration once I get an electronic copy sent from our agent. I hope to have this before the end of the day.

## 4. No overnight camping.

-Camping is not permitted on premises. This will be advertised and listed in our rules and expectations binder that will be kept on site and accessible at all times to all guests.

## 5. Quiet hours between 10 pm and 6 am.

- Quiet hours will be between 10 pm and 6 am. This will be advertised and listed in our rules and expectations binder that will be kept on site and accessible at all times to all guests.

## 6. House rules must be posted on the premises.

-House Rules will be kept in an accessible binder.

## 7. 911 location must be posted in a visual location.

-A brown, double sided vertical sign has been ordered to be displayed on the front yard of the property.

## 8. Property must be registered with the State of Vermont for rooms and meals.

- This will be completed by a third party and will only be completed once we are able to provide proof of town/board approval to rent it out as a short term rental.

## 9. There must be a minimum of 1 fire extinguisher, smoke detector and CO detector on each floor. Also smoke/CO detector in each bedroom.

- This has been completed and inspected.

## 10. A contact person within 25 miles radius in case there is a problem.

-Jamie Seeholzer 802-310-3256  
-Spencer Kelley 203-501-8776

11. No overnight parking on the street.

-No street parking available or allowed as posted in house rules binder.

12. If renters have pets must obey Montgomery Town leash laws.

-Pets are not allowed on premises by renters.

13. No parties or large events

-Parties or events will be allowed anytime on the property during a rental period.

14. Water and septic

-Listed on the survey map- well and mound system- water tests have been conducted.

15. River Corridor?

-Not applicable

16. Fire escape/ number of doors windows.

-one main door (two total).

-windows at ground level- there is a stool fixture up toward the window to satisfy the 44" required clearance. A code compliant swing window is set to be installed by Renewal by Andersen- window has been ordered.

Please let me know if you have any other questions or concerns, :-)

Jamie and Spencer

Jamie Seeholzer, M. Ed.  
BRIGHTality School  
1 Brown Avenue  
Saint Albans, Vermont 05478  
Phone/Text: 802-310-3256  
www.BRIGHTality.org

On Apr 24, 2025, at 10:08 AM, Montgomery Zoning <montgomeryzoning@gmail.com> wrote:

Hi Jamie,

Thank you for your communication. For the application to be complete, please provide a map or sketch to show property boundaries, easements and rights-of-way, locations of existing and proposed structures and land alterations, water supply, sewage systems, roads, and driveways. Both applications have this requirement printed on the application. If you send a map, I can print it and attach a copy to each application to fulfill this requirement.

The Development Review Board will evaluate standards to promote public safety.

Please complete the attached fire safety form.

The DRB will also request a rooms and meals certificate issued by the State of Vermont, homeowners insurance that specifically calls out the use as a rental, and a statement (or email) that addresses the following:

1. Number of overnight guest. Adults + Children
2. Number of vehicles allowed on the property when rented.
3. Must get rental insurance.

State Farm Fire and Casualty Company  
A Stock Company With Home Offices in Bloomington, Illinois

Po Box 2356  
Bloomington IL 61702-2356



AT3 H-28-3099-FBFC F HW  
3201  
SEEHOLZER, JAMIE &  
KELLEY, SPENCER  
1824 MOUNTAIN RD  
MONTGOMERY CNTR VT 05471

## DECLARATIONS

**AMOUNT DUE:** None  
Payment is due by TO BE PAID BY MORTGAGEE

**Policy Number:** 45-BJ-F798-1

**Policy Period:** 12 Months  
**Effective Dates:** APR 4 2025 to APR 4 2026  
The policy period begins and ends at 12:01 am standard time at the residence premises.

**Your State Farm Agent**  
RAYMOND INSURANCE AGENCY INC  
29 UPPER MAIN ST  
ESSEX TOWN VT 05452-3123

**Phone:** (802) 878-3666

## HOMEOWNERS POLICY

**Location of Residence Premises**  
1824 MOUNTAIN RD  
MONTGOMERY CNTR VT 05471

**Construction:** Frame  
**Year Built:** 2020

**Roof Material:** Metal  
**Roof Installation Year:** 2020

### Automatic Renewal

If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

## IMPORTANT MESSAGES

The liability coverage of this policy does not insure bodily injury to the named insured or spouse caused by a named insured or spouse.

### PREMIUM

Annual Premium \$ 1,794.00  
*Your premium has already been adjusted by the following:*  
Utility Rating Cr  
Claim Record

**Total Premium \$ 1,794.00**





NAMED INSURED	MORTGAGEE AND ADDITIONAL INTERESTS	
SEEHOLZER, JAMIE & KELLEY, SPENCER	<b>Mortgagee</b> NORTHEAST HOME LOAN, LLC ISAOAATIMA 25 MR ARTHUR DR W CHESTERFLD NH 03466-3014	Loan Number: 103433

**SECTION I - PROPERTY COVERAGES AND LIMITS**

Coverage	Limit of Liability
A Dwelling	\$ 573,000
Other Structures	\$ 57,300
B Personal Property	\$ 429,750
C Loss of Use	\$ 171,900
Fungus (including Mold) Limited Coverage	\$ 10,000
<b>Additional Coverages</b>	
Arson Reward	\$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	\$1,000
Debris Removal	Additional 5% available/\$1,000 tree debris
Fire Department Service Charge	\$500 per occurrence
Fuel Oil Release	\$10,000
Locks and Remote Devices	\$1,000
Trees, Shrubs, and Landscaping	5% of Coverage A amount/\$750 per item

**SECTION II - LIABILITY COVERAGES AND LIMITS**

Coverage	Limit of Liability
L Personal Liability (Each Occurrence)	\$ 1,000,000
Damage to the Property of Others	\$ 1,000
M Medical Payments to Others (Each Person)	\$ 5,000

**INFLATION**

Inflation Coverage Index: 363.2

**DEDUCTIBLES**

Section I Deductible	Deductible Amount
All Losses	\$ 2,000

**LOSS SETTLEMENT PROVISIONS**

- A1 Replacement Cost - Similar Construction
- B1 Limited Replacement Cost - Coverage B

01F1087A

APR 15 2025



**FORMS, OPTIONS, AND ENDORSEMENTS**

HW-2145	Homeowners Policy
HO-2340.1	Amendatory Endorsement
HO-2651	Fungus (Incl Mold) Limited Cov
HO-2465	Fungus (Incl Mold) Liability
HO-2644.1	Back-Up Of Sewer Or Drain - 10% of Coverage A/\$ 57,300
HO-2440	Home Rental Endorsement
Option JF	Jewelry and Furs \$1,500 Each Article/\$2,500 Aggregate
Option ID	Increase Dwlg Up to \$ 114,600
Option OL	Ordinance/Law 10%/\$ 57,300

**ADDITIONAL MESSAGES**

State Farm® works hard to offer you the best combination of price, service, and protection. The amount you pay for homeowners insurance is determined by many factors such as the coverages you have, the type of construction, the likelihood of future claims, and information from consumers reports.

**Other limits and exclusions may apply - refer to your policy**

Your policy consists of these Declarations, the Homeowners Policy shown above, and any other forms and endorsements that apply, including those shown above as well as those issued subsequent to the issuance of this policy.

This policy is issued by the State Farm Fire and Casualty Company.

**Participating Policy**

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Muhille Mancias*  
Secretary

*John Farney*  
President

oF1069A

**HOMEOWNERS AMENDATORY ENDORSEMENT (Vermont)**

This endorsement modifies insurance provided under the following: HOMEOWNERS POLICY

**DEFINITIONS**

Under the definition of "*business*", item d. is replaced by the following:

*Business* does not include:

- d. the ownership, maintenance, or use of systems and equipment used to generate electrical power, if:
  - (1) the power generated is intended primarily for consumption on the *residence premises*; and
  - (2) any resulting income is incidental, including but not limited to:
    - (a) utility bill credits; or
    - (b) incidental income; derived from sending excess power back to the electricity grid; or

**SECTION I – PROPERTY COVERAGES****COVERAGE A – DWELLING**

Item 3.c. is replaced by the following:

- c. systems and equipment used to generate electrical power, unless:
  - (1) the power generated is intended primarily for consumption on the *residence premises*; and
  - (2) any resulting income is incidental, including but not limited to:
    - (a) utility bill credits; or
    - (b) incidental income; derived from sending excess power back to the electricity grid.

**SECTION I – ADDITIONAL COVERAGES**

The following is added to **Volcanic Action**:

When applicable, the following coverages apply to a loss covered by **Volcanic Action**:

- a. **COVERAGE C – LOSS OF USE**;
- b. **SECTION I – ADDITIONAL COVERAGES**; and
- c. **Option OL – Building Ordinance or Law**, only if this option is shown in the *Declarations*.

The following is added to **Collapse**:

When applicable, the following coverages apply to a loss covered by **Collapse**:

- a. **COVERAGE C – LOSS OF USE**;
- b. **SECTION I – ADDITIONAL COVERAGES**; and

- c. **Option OL – Building Ordinance or Law**, only if this option is shown in the *Declarations*.

The following is added to **Fuel Oil Release**:

When applicable, the following coverages apply to a loss covered by **Fuel Oil Release**:

- a. **COVERAGE C – LOSS OF USE**;
- b. **SECTION I – ADDITIONAL COVERAGES**; and
- c. **Option OL – Building Ordinance or Law**, only if this option is shown in the *Declarations*.

Any payments made for these coverages are included in, and not in addition to, the \$10,000 limit of insurance for **Fuel Oil Release**.

**SECTION I – CONDITIONS**

Under **Mortgagee Clause**, paragraph 10.c. is replaced by the following:

- c. If *we* cancel this policy for nonpayment of premium, the mortgagee will be notified at least 15 days before the date cancellation takes effect, or at least 45 days for any other reason.

**SECTION II – LIABILITY COVERAGES****SECTION II – ADDITIONAL COVERAGES**

The following is added to **Damage to Property of Others**:

- d. Under **SECTION II – EXCLUSIONS**, exclusion 2.c. does not apply to the coverage provided by **Damage to Property of Others**.

**SECTION II – EXCLUSIONS**

Under **SECTION II – EXCLUSIONS**, 1.n. is replaced by the following:

1. Coverage L and Coverage M do not apply to:
  - n. *bodily injury* or *property damage* arising out of the ownership, maintenance, or use of systems and equipment used to generate electrical power, unless:
    - (1) the power generated is intended primarily for consumption on the *residence premises*; and
    - (2) any resulting income is incidental, including but not limited to:
      - (a) utility bill credits; or
      - (b) incidental income; derived from sending excess power back to the electricity grid.

Under SECTION II – EXCLUSIONS, 2.a. and 2.c. are replaced by the following:

2. Coverage L does not apply to:
  - a. liability:
    - (1) for **your** share of any loss assessment charged against all members of any type of association of property owners; or
    - (2) imposed on or assumed by any **insured** through any unwritten or written contract or agreement. This exclusion does not apply to:
      - (a) liability for damages that the **insured** would have in absence of the contract or agreement; or
      - (b) written contracts:
        - (i) that directly relate to the ownership, maintenance, or use of any **insured location**; or
        - (ii) when the liability of others is assumed by **you** prior to the **occurrence**;
  - unless excluded elsewhere in the policy;
  - c. **property damage** to property rented to, used or occupied by, or in the care, custody, or control of any **insured** at the time of the **occurrence**. This exclusion does not apply to **property damage** caused by:
    - (1) fire;
    - (2) smoke;
    - (3) explosion;
    - (4) abrupt and accidental damage from water; or
    - (5) household pets, up to \$500 in excess of **your** security deposit;

#### SECTION I AND SECTION II – CONDITIONS

Under Cancellation, 5.b. is replaced by the following:

- b. **We** may cancel this policy by providing notice to a named insured shown on the **Declarations**. The notice will provide the date cancellation is effective.
  - (1) When **you** have not paid the premium, **we** may cancel at any time by providing notice at least

15 days before the date cancellation takes effect. This condition applies whether the premium is payable to **us** or **our** agent or under any finance or credit plan.

- (2) When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason. **We** may cancel by providing notice at least 45 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel:
  - (a) if there has been a material misrepresentation of fact that, if known to **us**, would have caused **us** not to issue this policy; or
  - (b) if the risk has changed substantially since this policy was issued, provided **we** have secured approval for the cancellation from the commissioner of insurance.

**We** may cancel this policy by providing notice at least 45 days before the date cancellation takes effect.

Nonrenewal is replaced by the following:

**Nonrenewal.** If **we** decide not to renew this policy, then, at least 45 days before the end of the current policy period, **we** will provide a nonrenewal notice to a named insured shown on the **Declarations**.

Joint and Individual Interests is replaced by the following:

**Joint and Individual Interests.** If **you** consists of more than one person or entity, then each acts for all to change or cancel this policy.

Electronic Delivery is deleted.

#### OPTIONAL POLICY PROVISIONS

Under Option ID, item 1. is replaced by the following:

1. If the amount **you** actually and necessarily spend to repair or replace the damaged **dwelling** exceeds the limit of liability shown in the **Declarations** for Coverage A – Dwelling, **we** will pay the additional amounts not to exceed the Option ID limit shown in the **Declarations**.

All other policy provisions apply.

**HO-2651 FUNGUS (INCLUDING MOLD) LIMITED COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following: HOMEOWNERS POLICY, CONDOMINIUM UNITOWNERS POLICY, and RENTERS POLICY

**SECTION I – LOSSES NOT INSURED** 2.g., Fungus (**SECTION I – LOSSES NOT INSURED** 1.g. if *you* have a RENTERS POLICY), does not apply to the extent coverage is provided by this endorsement.

**SECTION I – ADDITIONAL COVERAGES**

The following is added:

**Remediation of Fungus.**

- a. If *fungus* is the result of a *loss insured* other than fire or lightning, *we* will pay for:
  - (1) any loss of use or delay in rebuilding, repairing, or replacing covered property, including any associated cost or expense, due to interference at the *residence premises* or location of the rebuilding, repair, or replacement of that property, by *fungus*;
  - (2) any remediation of *fungus*, including the cost or expense to:
    - (a) remove the *fungus* from covered property or to repair, restore, or replace that property;
    - (b) tear out and replace any part of the *building structure* or other property as needed to gain access to the *fungus*; or
    - (c) contain, treat, detoxify, neutralize, or dispose of or in any way respond to or assess the effects of the *fungus*; or
  - (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence, or level of *fungus*, whether performed prior to, during, or after removal, repair, restoration, or replacement of covered property.
- b. *We* do not cover *fungus* that is the result of:
  - (1) seepage or leakage of water, steam, or sewage that occurs or develops over a period of time:
    - (a) and is:
      - i. continuous;
      - ii. repeating;
      - iii. gradual;
      - iv. intermittent;
      - v. slow; or
      - vi. trickling; and

- (b) from a:
  - i. heating, air conditioning, or automatic fire protective sprinkler system;
  - ii. household appliance; or
  - iii. plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings, or floors.

*We* also will not pay for losses arising from condensation or the presence of humidity, moisture, or vapor that occurs or develops over a period of time unless it is hidden from view or unknown to the *insured*.

Item b. does not apply if the seepage or leakage of water, steam, or sewage is hidden from view within the walls, ceilings, or floors, and unknown by the *insured*.

- (2) defect, weakness, inadequacy, fault, or unsoundness in:
    - (a) planning, zoning, development, surveying, or siting;
    - (b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction;
    - (c) materials used in repair, construction, renovation, remodeling, grading, or compaction; or
    - (d) maintenance;
- of any property (including land, structures, or improvements of any kind) whether on or off the *residence premises*.

- c. This coverage applies only if:
  - (1) *we* receive notice as soon as practicable of the occurrence of the *loss insured* that is alleged to have resulted in *fungus*, and remediation begins as soon as possible; and
  - (2) all reasonable means were used to save and preserve the property from further damage at the time of and after the occurrence of the *loss insured*.

- d. The most **we** will pay for this coverage, in any one policy period, is the limit of insurance shown on the **Declarations** for this endorsement. This limit applies only to **fungus** resulting from a **loss insured** other than fire or lightning regardless of:
- (1) the number of **losses insured** that combine or contribute to the presence of resulting **fungus**; or

- (2) the number of claims made during the policy period.
- This limit includes any payments for SECTION I – ADDITIONAL COVERAGES and COVERAGE C – LOSS OF USE. Any payments made for this coverage are part of and not in addition to the limit of insurance that applies to covered property.

All other policy provisions apply.

HO-2651

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HO-2465  
Page 1 of 1

### HO-2465 FUNGUS (INCLUDING MOLD) LIMITATION OF LIABILITY COVERAGE ENDORSEMENT (\$50,000)

This endorsement modifies insurance provided under the following: HOMEOWNERS POLICY, CONDOMINIUM UNITOWNERS POLICY, and RENTERS POLICY

Except for the coverage provided by this endorsement, the policy to which this endorsement is attached does not apply to any claim or suit for damages because of **bodily injury** or **property damage** arising out of or resulting from **fungus**.

#### SECTION II – LIABILITY COVERAGES

COVERAGE L – PERSONAL LIABILITY is amended to include the following:

**We** will pay up to **our** limit of liability all sums that the **insured** is legally obligated to pay as damages because of **bodily injury** or **property damage** arising out of or resulting from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **fungus** at or from any source or location.

However, **we** do not cover any loss, cost, or expense arising out of any:

- (1) request, demand, order, or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of **fungus**; or
- (2) claim or suit for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of **fungus**.

#### LIMIT OF LIABILITY

Regardless of the number of **insureds** under this coverage or number of claims made or suits brought, the most **we** will pay under this coverage for all claims for damages in any one **occurrence** is \$50,000. This limit is also the most **we** will pay for the sum of all claims arising from all **occurrences** during each policy period.

All other policy provisions apply.

HO-2465

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(CONTINUED)

**BACK-UP OF SEWER OR DRAIN ENDORSEMENT (Homeowners)**

This endorsement modifies insurance provided under the following: HOMEOWNERS POLICY

The following is added to SECTION I – ADDITIONAL COVERAGES:

**Back-up of Sewer or Drain.** We will pay for accidental direct physical loss to the *dwelling* and covered personal property located within the *dwelling*, caused by back-up of water or sewage, subject to the following:

- a. The back-up must be directly and immediately caused solely by water or sewage:
  - (1) from outside the *residence premises* plumbing system that enters through a sewer or drain located inside the interior of the *dwelling*; or
  - (2) that enters into and overflows from within a sump pump, sump pump well, or any other system located inside the interior of the *dwelling* designed to remove subsurface water drained from the foundation area.
- b. Coverage does not apply to:
  - (1) losses resulting from *your* failure to:
    - (a) keep a sump pump or its related equipment in proper working condition; or
    - (b) perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions; or
  - (2) losses that occur or are in progress within the first 5 days of the inception of this endorsement. This limitation does not apply when:
    - (a) this endorsement is attached to a newly issued policy; or
    - (b) this endorsement is attached to replace another Back-Up of Sewer or Drain Endorsement. However, if this endorsement's coverage limits are higher than those of the endorsement it replaces, then the limitation described in (2) above applies only to the increase in coverage limits.
- c. If *you* request an increase to the coverage limit for this endorsement, the increased coverage limit does not apply to losses that occur or are in progress within the first 5 days of *your* request.
- d. The total limit of insurance provided by this endorsement will not exceed the amount determined by applying the Back-Up Of Sewer Or Drain percentage (%) shown in the *Declarations* to the COVERAGE A – DWELLING limit shown in the *Declarations*, as adjusted by the inflation coverage provisions of this policy. This is an additional amount of insurance.

- e. The deductible for each loss under this coverage is the amount shown in the *Declarations* under Section I Deductible for "Other Losses" or "All Losses", whichever applies.

- f. When applicable, the following coverages apply to a loss covered by this endorsement:

- (1) COVERAGE C – LOSS OF USE;
- (2) SECTION I – ADDITIONAL COVERAGES; and
- (3) Option OL – Building Ordinance or Law, only if this option is shown in the *Declarations*.

Any payments made for these coverages are included in, and not in addition to, the limit of insurance described in item d. above.

For purposes of this endorsement only:

- a. SECTION I – LOSSES INSURED, item 12.b.(2) is deleted from the policy.
- b. SECTION I – LOSSES NOT INSURED, Water is replaced by:

**Water**, meaning:

- (1) flood;
- (2) surface water. This does not include water solely caused by the release of water from a swimming pool, spigot, sprinkler system, hose, or hydrant;
- (3) waves (including tidal wave, tsunami, and seiche);
- (4) tides or tidal water;
- (5) overflow of any body of water (including any release, escape, or rising of any body of water, or any water held, contained, controlled, or diverted by a dam, levee, dike, or any type of water containment, diversion, or flood control device);
- (6) spray or surge from any of the items c.(1) through c.(5) described above, all whether driven by wind or not;
- (7) water or sewage from outside the *residence premises* plumbing system that enters through sewers or drains, or water or sewage that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area;

except as specifically provided in SECTION I – ADDITIONAL COVERAGES, Back-Up of Sewer or Drain.

- (8) water or sewage below the surface of the ground, including water or sewage that exerts pressure on, or seeps or leaks through a **building structure**, sidewalk, driveway, swimming pool, or other structure; or
- (9) material carried or otherwise moved by any of the water or sewage, as described in items c.(1) through c.(8) above.

HO-2644.1

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However, **we** will pay for any accidental direct physical loss by fire, explosion, or theft resulting from water, provided the resulting loss is itself a **loss insured**.

- c. SECTION I – CONDITIONS, Other Insurance is replaced by:

**Other Insurance.** If there is other insurance that covers any loss, we will pay only our share of the loss. Our share is our proportion of the total insurance collectible for the loss.

All other policy provisions apply.

## **HO-2440 HOME RENTAL ENDORSEMENT (Homeowners)**

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This endorsement modifies insurance provided under the following: HOMEOWNERS POLICY

This coverage applies while the **residence premises** is rented to others, either completely or in part, for exclusive use as a residence.

### **SECTION I – PROPERTY COVERAGES**

#### **COVERAGE A – DWELLING**

Item 2.c.(3) is replaced by the following:

- 2. c. (3) rented either completely or in part, for exclusive use as a residence.

### **SECTION I – PROPERTY COVERAGES**

#### **COVERAGE B – PERSONAL PROPERTY**

Item 2.g. is deleted.

### **SECTION I – LOSSES INSURED**

#### **COVERAGE B – PERSONAL PROPERTY**

Item 9.b.(3)(a) is deleted.

### **SECTION II – EXCLUSIONS**

Item 1.c.(1) is replaced by the following

- 1. c. (1) to the rental of the **residence premises**:
  - (a) either completely or in part for exclusive use as a residence; or
  - (b) in part, as an office, school, studio, or private garage;

All other policy provisions apply.

HO-2440

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## **IMPORTANT NOTICE**

### **About Your Policy Declarations Page**

Thank you for choosing State Farm® to provide your insurance.

Your Declarations Page and applicable endorsements are enclosed. **PLEASE REVIEW YOUR COVERAGE SELECTIONS CAREFULLY. If you have any questions concerning the coverage listed on your Declarations Page, or you believe any information is incorrect, please contact your State Farm agent immediately.**

**By payment of the applicable premium and acceptance of this coverage, you agree to the terms and conditions of the policy and acknowledge that the Declarations Page accurately represents your choices of the types and amounts of coverage desired.**

The Declarations Page replaces the Binder you recently received. You should keep the Binder, Declarations Page, and Policy Booklet with your important papers.

Again, thank you for choosing State Farm!

*This message is only a general description of coverage and/or coverage changes and is not a statement of contract. All coverages are subject to all policy provisions and applicable endorsements.*

Itemized Property Costs					
From Table: MAIN Section 1		<b>Town of Montgomery</b>		Record # 1134	
Property ID: 00242.067X		Span #: 402-125-10634		Last Inspected: 5/22/2020	
				Cost Update: 4/24/2024	
Owner(s): BEAULIEU ROBERT A			Sale Price: 59,000	Book: 83	Validity: Yes
Address: 2181 ROUTE 7			Sale Date: 6/4/2010	Page: 157	
City/St/Zip: SWANTON VT 05488			Bldg Type: Single	Quality: 3.50 AVG/GOOD	
Location: 1824 MOUNTAIN RD			Style: 1.5 Fin	Frame: Studded	
Description: 1.5 STY DWL			Area: 2520	Yr Built: 2020	Eff Age: 4
Tax Map #: 23-20-52.1			# Rms: 5	# Bedrm: 2	# Ktchns: 1
			# 1/2 Bath: 0	# Baths: 2	
Item	Description	Percent	Quantity	Unit Cost	Total
<b>BASE COST</b>					
Exterior Wall #1:	VnlSide / Ht=8	100.00		72.91	
<b>ADJUSTMENTS</b>					
Roof #1:	Metal-Chn	100.00			
Subfloor	Wood				
Floor cover #1:	Allowance	100.00		3.48	
Heat/cooling #1:	HW Rad	100.00		1.77	
Energy Adjustment	Excellent			2.13	
Foundation Adjustment	SF 18-48"				
<b>ADJUSTED BASE COST</b>			2,520.00	80.28	202,305
<b>ADDITIONAL FEATURES</b>					
Fixtures (beyond allowance of 8)				1,567.50	
Roughins (beyond allowance of 1)				552.50	
Porch #1:	WoodDck/Knee/NoRoof/		192.00	39.22	7,530
Garage/Shed #1:	A/1.5S/VnlSide/Ful+Rec/		450.00	53.45	24,054
<b>Subtotal</b>					233,888
Local multiplier		0.95			
Current multiplier		1.00			
<b>REPLACEMENT COST NEW</b>					222,194
Condition	Excellent	Percent			
<b>Physical depreciation</b>					
<b>Functional depreciation</b>					
<b>Economic depreciation</b>					
<b>REPLACEMENT COST NEW LESS DEPRECIATION</b>					222,200
<b>LAND PRICES</b>					
	Size	Nbhd Mult	Grade	Depth/Rate	
SI Bldg Lot	2.00	1.20	1.30		43,700
AC Other	3.04	1.20	1.00		8,000
<b>Total</b>	5.04				51,700
<b>SITE IMPROVEMENTS</b>					
	Hsite/Hstd	Quantity	Quality		
Water	y / y	Typical	Average		6,000
Sewer	y / y	Typical	Average		6,000
Landscape	y / y	Typical	Average		4,000
<b>Total</b>					16,000
<b>TOTAL PROPERTY VALUE</b>					289,900
<b>NOTES</b>				HOUSESITE VALUE :	281,900
				HOMESTEAD VALUE :	289,900
4/2024: Added rec finish over garage per MLS.					
THIS PARCEL IS AT ROAD GRADE WITH ROUGHLY 3-4 ACRES OF OPEN LAND AND GENTLE GRADES. THERE IS A 50' R.O.W. THAT PASSES THROUGH THE WEST CORNER OF THE PARCEL. THE BALANCE IS WOODED WITH GENTLE GRADES. JAY PEAK CAN BE SEEN FROM THE SITE.					

**Itemized Property Costs**

From Table: MAIN Section 1

**Town of Montgomery**

Record # 1134

<b>Property ID:</b> 00242.067X	<b>Span #:</b> 402-125-10634	<b>Last Inspected:</b> 5/22/2020	<b>Cost Update:</b> 4/24/2024
<b>Owner(s):</b> BEAULIEU ROBERT A	<b>Sale Price:</b> 59,000	<b>Book:</b> 83	<b>Validity:</b> Yes
<b>Address:</b> 2181 ROUTE 7	<b>Sale Date:</b> 6/4/2010	<b>Page:</b> 157	
<b>City/St/Zip:</b> SWANTON VT 05488	<b>Bldg Type:</b> Single	<b>Quality:</b> 3.50	AVG/GOOD
<b>Location:</b> 1824 MOUNTAIN RD	<b>Style:</b> 1.5 Fin	<b>Frame:</b> Studded	
<b>Description:</b> 1.5 STY DWL	<b>Area:</b> 2520	<b>Yr Built:</b> 2020	<b>Eff Age:</b> 4
<b>Tax Map #:</b> 23-20-52.1	<b># Rms:</b> 5	<b># Bedrm:</b> 2	<b># Ktchns:</b> 1
	<b># 1/2 Bath:</b> 0	<b># Baths:</b> 2	

Item	Description	Percent	Quantity	Unit Cost	Total
	2020 NEW 1.5 STY DWL. REVISIT IN 2021				



State of Vermont

242.069X  
369  
DOCUMENTS  
for  
RECORDING

WASTEWATER SYSTEM AND POTABLE WATER SUPPLY PERMIT

LAWS/REGULATIONS INVOLVED

Environmental Protection Rules

Chapter 1, Wastewater System and Potable Water Supply Rules, Effective September 29, 2007

Chapter 21, Water Supply Rules, Effective April 25, 2005

Case Number: WW-6-1656

PIN: EJ07-0486

Landowner: Glen R. Bartolomeo  
PO Box 66  
Montgomery Center VT 05471

This permit affects property identified as Town Tax Parcel ID # 242.069x and referenced in deeds recorded in Book 70 Page 241 of the Land Records in Montgomery, Vermont.

This project, to create Lot 1 (5.0 acres +/-) for a proposed three bedroom single family residence and Lot 2 (27.4 acres +/-) with an existing three bedroom single family residence, served by onsite drilled wells and on/offsite wastewater disposal systems, located on Jay Mountain Road (VT Route 242) in Montgomery, Vermont is hereby approved under the requirements of the regulations named above, subject to the following conditions.

**GENERAL**

1. This permit does not relieve the landowner from obtaining all other approvals and permits as may be required from the Act 250 District Environmental Commission, the Department of Environmental Conservation, Water Supply Division – telephone (802) 241-3400, Water Quality Division – telephone (802) 241-3770, the Department Public Safety, Division of Fire Safety– telephone Williston Regional Office (802) 879-2300, the Department of Health – telephone (802) 863-7221, and local officials prior to proceeding with this project.
2. The project shall be completed as shown on the following plans prepared by Glenn A. Harter that have been stamped “approved” by the Wastewater Management Division:

**Project #07-08: G. Bartolomeo Montgomery, VT**

**Plans: Sheet 1 of 6 “Plot Plan” dated Oct '07, revised 1/02/08; Sheet 2 of 6 “Site Plan” dated Oct '07, revised 1/02/08; Sheet 3 of 6 “Site Plan Detail Lot One” dated Oct '07, revised 1/02/08; Sheet 4 of 6 “Site Plan Detail Lot Two” dated Oct '07, last revised 1/07/08; Sheet 5 of 6 “Detail Sheet 1 “ dated Oct '07, revised 1/02/08; and Sheet 6 of 6 “Detail Sheet 2” dated Oct '07, revised 1/07/08.**

The project shall not deviate from the approved plans in a manner that would change or affect the exterior water supply or wastewater disposal system, building location or the approved use of the building without prior written approval from the Wastewater Management Division.

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 be responsible for the recording of this permit in the Montgomery 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.