STATE OF VERMONT LAND USE REVIEW BOARD

DISTRICT 5 ENVIRONMENTAL COMMISSION

Swenson Granite Company, LLC
Application 5W0838-6

Act 250 Permit Stipulation between Swenson Granite Company, LLC and the Town of Woodbury, Vermont

Applicant Swenson Granite Company, LLC ("Swenson") and the Town of Woodbury, Vermont ("Town") (collectively the "Parties") stipulate and agree as follows:

WHEREAS, Swenson operates a granite quarry in the Town of Woodbury, Vermont located at 1127 Cabot Road ("Quarry");

WHEREAS, under an agreement adopted as a condition on Swenson's existing Act 250 Permit (5W0838) ("Permit"), Swenson currently pays a transportation impact fee to the Town toward the cost of maintaining Cabot Road at the rate of $0.065 per cubic foot of granite shipped;

WHEREAS, on August 28, 2025, Swenson filed Application 5W0838-6 for an amendment to the Permit to authorize the expansion of the Quarry ("Permit Amendment");

WHEREAS, the District 5 Environmental Commission ("District Commission") issued a minor notice for the application on February 20, 2026;

WHEREAS, the Town filed a timely request for a hearing raising issues under Act 250 Criterion 7 relating to the application and the Commission granted the Town's request;

WHEREAS, in response to a Notice issued by the District Commission, the Town filed pre-filed testimony in support of its request that the District Commission increase the transportation impact fee on June 3, 2026; and,

NOW THEREFORE, the Parties have engaged in negotiations in order to resolve the issues raised by the Town and hereby stipulate and agree as follows:

1. Transportation Impact Fee:
    a. Fee Calculation: Starting January 1, 2027, Swenson shall pay the impact fee on a monthly basis based on the total volume of granite material shipped from the Quarry during the immediately preceding calendar month. The fee shall be calculated at a rate of $0.09 per cubic foot for the first 500,000 cubic feet of material as calculated on an annual basis for each calendar year, and $0.065 per cubic foot once loads exceed 500,000 cubic feet during the same calendar year;

b. Reporting and Invoicing: Within ten (10) business days after the end of each calendar month, Swenson shall provide a certified shipping log detailing the total volume of granite material shipped. The Town shall then issue an invoice for the fee based on these records; and,
c. Payment Terms: Swenson shall remit payment for the fee within thirty (30) calendar days from the date of the invoice. Past-due balances shall accrue interest at a rate of 1.5% per month;

2. Annual Increase: Starting January 1, 2028, the fee rates above will increase on an annual basis by the lesser of 3% or the federal rate of inflation as determined by the Bureau of Labor Statistics through the Consumer Price Index for All Urban Consumers (CPI-U) for the prior calendar year;

3. Town Maintenance of Cabot Road: Cabot Road is classified as a Class 2 town highway. The Town acknowledges its obligation to maintain Cabot Road in compliance with the requirements of 19 V.S.A. § 310;

4. Resolution of Complaints Regarding Cabot Road Maintenance:
   a. Complaint to Road Commissioner: In the event of any dispute regarding whether the Town has met the level of operation and maintenance required under 24 V.S.A. Title 19, Swenson may submit a formal written complaint to the Town Road Commissioner detailing the nature of the complaint and requested remedy. The Road Commissioner, or their designated representative, shall investigate the matter and issue a written response within fourteen (14) calendar days of receiving the complaint;
   b. Appeal to Selectboard: If Swenson is dissatisfied with the Road Commissioner's decision, or if the Road Commissioner fails to issue a decision within fourteen (14) calendar days, Swenson may appeal the matter to the Town Selectboard by submitting a written request for consideration stating the grounds for appeal and requesting a hearing;
   c. Conduct of hearing: At the hearing, which may take place as part of a regularly scheduled Selectboard meeting or a special meeting, Swenson and the Road Commissioner shall have the right to present evidence, call witnesses, and offer testimony. The hearing shall be conducted in accordance with the Town's obligations under Vermont's Open Meeting Law; and,
   d. Decision: The Selectboard shall issue a final, written decision approving, reversing or modifying the Road Commissioner's decision within fourteen (14) calendar days following the conclusion of the hearing. The Selectboard's decision shall constitute the final remedy under this Stipulation;

5. Incorporation into Act 250 Permit:
   a. The Parties jointly request that the District Commission incorporate this Stipulation as a condition of the Permit Amendment. The Town agrees that compliance with this Agreement satisfies the requirements for mitigation of municipal transportation impacts under Act 250 Criterion 7. This Stipulation

is expressly conditioned upon the Commission's acceptance of all its provisions, without material change or condition; and,

b. The Parties agree that, should the District Commission fail to approve this Stipulation in all material aspects, the Parties' agreements set forth herein shall terminate, this Stipulation shall not constitute any part of the record in this proceeding, and this Stipulation shall not be used for any other purpose. The Parties' agreements in this Stipulation shall not be construed by any party or tribunal as having precedential impact on any testimony or positions that may be advanced in these proceedings. Each Party shall be placed in the position that it enjoyed in this proceeding before entering the Stipulation and shall have the right to submit filings in this docket, including testimony;

6. Successors and Assigns: This Stipulation shall run with the land and shall be binding upon and inure to the benefit of the Parties, their respective successors, grantees, and assigns. Swenson shall notify any subsequent purchaser of the Quarry of the existence of this Stipulation;

7. Term, Modification and Renewal:
   a. Initial Term: The effective date of this Stipulation shall be the date of issuance of the Permit Amendment by the Commission and shall continue in full force and effect for a period of twenty (20) years (the "Initial Term") unless terminated earlier by agreement of the Parties;
   b. Modification: This Stipulation may be modified only upon mutual written agreement by the Parties and is subject to any necessary District Commission approvals;
   c. Renewal and Negotiation: The Parties may renew this agreement for additional, successive periods of up to twenty (20) years each upon mutual written agreement, which agreement will be submitted to the District Commission for incorporation into the Permit. Either Party may initiate negotiations for renewal by providing written notice to the other Party at least 180 days prior to the expiration of the Stipulation;
   d. Interim Performance: If, prior to the expiration date of the Initial Term, a new agreement has not been fully executed, this Stipulation shall not terminate. Instead, it shall automatically extend on a month-to-month basis (the "Interim Period") under the same terms and conditions. The Interim Period shall continue until either a new Stipulation is executed by both Parties and incorporated into the Permit, or a determination is issued by the District Commission pursuant to Section 7.e. below; and
   e. District Commission Determination: If the Parties are unable to reach a mutually acceptable agreement regarding the terms of a renewed Stipulation within ninety (90) calendar days after the expiration of the preceding term, either Party may seek a decision by the District Commission to determine an appropriate transportation impact fee after a process determined by the District Commission;

8. Disputes: Any disputes arising under this Stipulation shall be resolved by the District Commission in accordance with the laws of the State of Vermont.

IN WITNESS WHEREOF, the Parties hereto have executed this Stipulation Agreement as indicated below.

TOWN OF WOODBURY, VERMONT

By: Chris Casey ID Te7g3fV3WKNNioXjiu6xVYbQ Date: 9/17/2026
Name: Chris Casey
Title: Chair, Town of Woodbury Select Board and Duly Authorized Agent

SWENSON GRANITE COMPANY, LLC.

By: Bradley Ellington Date: 09/18/2026
Name: Brad Ellington
Title: President

eSignature Details

Signer ID:	**Te7g3fV3WKNNioXjiu6xVYbQ**
Signed by:	Casey, Chris
Sent to email:	chris.casey@woodburyvt.org
IP Address:	71.235.71.235
Signed at:	Sep 17 2026, 9:16 pm EDT

Progress | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
12358134-4E76-4124-B1E1-BE24546AA619

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 12358134-4E76-4124-B1E1-BE24546AA619	**Document Name** 2026-09-18 Swenson - Woodbury Stipulation-Execution Version-Casey Signature
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Signed Checksum 9e60acfa147f20c24619b09bff0463f8dfbeeda698d822f77431baea17db4df5	
Signer Sequencing Disabled	
Document Passcode Disabled	
eIDAS Authentication Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Bradley Ellington	**Status** signed	**Viewed At** 09/18/2026 10:04:59 AM EDT
Email bradley.ellington@polycor.com	**Multi-factor Digital Fingerprint Checksum** 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945	**Identity Authenticated At** 09/18/2026 10:05:16 AM EDT
Components 2	**IP Address** 107.134.16.57	**Signed At** 09/18/2026 10:05:16 AM EDT
	Device Microsoft Edge via Windows	
	Typed Signature Bradley Ellington	
	Signature Reference ID AF735205	

AUDITS

TIMESTAMP	AUDIT
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