



Town of Pittsford  
PO Box 10 \* 426 Plains Road  
Pittsford, VT 05763  
(802) 483-6500  
[www.pittsfordvermont.com](http://www.pittsfordvermont.com)

**PUBLIC HEARING NOTICE: PITTSFORD ZONING BOARD of ADJUSTMENT (ZBA)**

**May 11, 2026 at 7:00pm**

**426 Plains Road Pittsford, VT 05763**

**via zoom at [zoom.us](https://zoom.us/j/6521036395) meeting ID 652 103 6395**

Monday, May 11, 2026 at 7:00pm, the Pittsford ZBA will conduct, in person and via Zoom, a Public Hearing to review:

**Application #26-06 from Wesley Tipton d/b/a Frost Hollow Genetix** for a conditional use permit and a change of use permit at 52 Bald Peak Lane Pittsford, VT 05763 under the Pittsford Zoning Regulations. This is for a cannabis propagation cultivator location.

Copies of the application are posted on the Town's website [www.pittsfordvermont.com](http://www.pittsfordvermont.com) and available for review at Town Office. Interested parties to this hearing are to be present or logged in by 7:00 pm and prepared to submit testimony, or they may forfeit their right to appeal any decision by the ZBA in VT Superior Court.





### TOWN OF PITTSFORD ZONING APPLICATION

Application for: (Check all that Apply):  Zoning Permit  Appeal of Admin Decision  Variance  
 Site Plan Review  Subdivision  Conditional Use  Lot Line Adjustment

\*For applications including conditional use, variance, subdivision, and lot line adjustment, an addendum sheet will need to be completed for the application to be complete.

#### APPLICANT INFORMATION

Name: Wesley Tipton Telephone #: 802.465.1173

Mailing Address: PO Box 372 Pittsford, VT 07563

E-mail Address: FrostHollowGenetics@gmail.com

#### OWNER INFORMATION (If Different than Applicant)

Name: BALDON T. WALLS Telephone #: 802-770-9194

Mailing Address: 52 BARD PEAK LANE, PITTSFORD VT

E-mail Address: grtgordini@gmail.com

#### PROJECT LOCATION

Parcel #: 1411 Tax Map #: 26 Lot #: 200 Plot #: 052

Street Address: 52 BARD PEAK LANE

Is the Property in a Flood Plain?  Yes  No Wetlands area:  Yes  No

Lot Size: 1.13 acres Zoning District: Rural

Present Use of Property:  Vacant  One-Family  Two-Family  Multi-Family  
 Commercial  Industrial  Other: Describe \_\_\_\_\_

#### PROPOSED WORK TO BE COMPLETED/USE OF PROPERTY

New Building  Alteration/Addition  Change of Use  Subdivision

Description of Proposed Work: Please see attached paperwork

#### CERTIFICATIONS OF PROPERTY OWNER AND/OR APPLICANT

PROPERTY OWNER: The undersigned property owner hereby certifies that the information for this application is true and accurate, consents to its submission either by themselves, the co-applicant, agent, or lessee, and understands that if the application is approved, that the zoning permit and any attached conditions will be binding on the property. Further, the undersigned authorizes the Administrative Officer access at reasonable times to the property covered by the permit issued under this application for the purposes of ascertaining compliance with said permit.

PROPERTY OWNER'S SIGNATURE: [Signature] DATE: 2-6-26

APPLICANT (if not property owner): The undersigned applicant hereby certifies that ALL the information submitted for this application is true and accurate.

APPLICANT'S SIGNATURE: [Signature] DATE: 02/06/26

Date Received 2/13/26 Permit #: 26-06 Fee Paid/Date 4/13/26



## **LEASE AGREEMENT**

This Lease Agreement ("Agreement") is made and entered into as of February 1, 2026 (the "Effective Date"), by and between:

**Lessor:** Frost Hollow Genetix, located at [Insert Lessor's full address, if known; otherwise, c/o property address], hereinafter referred to as "Lessor",

and

**Lessee:** Gordon Wallis, located at [Insert Lessee's full address], hereinafter referred to as "Lessee".

## **RECITALS**

WHEREAS, Lessor is the owner of the property located at 52 Bald Peak Ln, Pittsford, VT 05763 (the "Property");

WHEREAS, Lessee desires to lease a portion of the Property, specifically an outbuilding consisting of approximately 390 square feet (the "Premises"), for the limited purpose of the propagation of cannabis clones and housing of mother plants;

WHEREAS, this Agreement is contingent upon Lessee obtaining and maintaining all required cannabis-related licenses, permits, and authorizations under Vermont law, including but not limited to those issued by the Vermont Cannabis Control Board (CCB), and complying with all applicable federal, state, and local laws, regulations, and ordinances related to cannabis cultivation, propagation, and possession (collectively, "Cannabis Laws");

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. Premises and Use**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises for the sole and exclusive use of propagating cannabis clones and housing mother plants. Lessee shall not use the Premises for any other purpose without the prior written consent of Lessor. Lessee acknowledges that any use of the Premises for cannabis-related activities is strictly subject to full compliance with Cannabis Laws. This Agreement shall not commence and shall be void ab initio if Lessee does not possess all necessary Cannabis Licenses at the Effective Date. Lessee shall provide Lessor with copies of all such licenses upon request and shall promptly notify Lessor of any changes, suspensions, or revocations.

### **2. Term**

The initial term of this Lease shall commence on February 1, 2026, and shall continue through January 31, 2027 (the "Initial Term"). Upon expiration of the Initial Term, this Lease shall automatically renew for successive one-year periods on February 1 of each subsequent year (commencing February 1, 2027), unless either party provides written notice of non-renewal at least 30 days prior to the end of the then-current term.

### **3. Rent**

Lessee shall pay to Lessor a base rent of \$100.00 per month (the "Rent"), payable in advance on the first day of each month during the term hereof. Rent shall be paid via [Insert payment method, e.g., check, electronic transfer] to Lessor at the address specified above or as otherwise directed by Lessor in writing.

### **4. Utilities and Additional Expenses**

In addition to Rent, Lessee shall be solely responsible for all utilities serving the Premises, including but not limited to electricity, water, heating, and any other services used by Lessee. Lessee shall arrange for and pay all such utility bills directly to the providers. Lessee shall also maintain the Premises in a clean and orderly condition and shall be responsible for any costs associated with waste removal or special handling required due to Lessee's use.

### **5. Compliance with Laws and Licenses**

Lessee represents and warrants that it will, at all times during the term of this Lease, hold and maintain in good standing all required Cannabis Licenses, including any Propagation Cultivator License or equivalent as may be required under Vermont statutes and CCB rules (e.g., for indoor cultivation of clones and mother plants up to applicable square footage limits). Lessee shall comply with all Cannabis Laws, zoning requirements, and any other applicable regulations. Lessor makes no representations regarding the legality of Lessee's intended use and shall have no liability therefor. Any violation of Cannabis Laws by Lessee shall constitute an immediate default under this Agreement, allowing Lessor to terminate the Lease and pursue all remedies available at law.

### **6. Maintenance and Repairs**

Lessee shall keep the Premises in good repair and condition, ordinary wear and tear excepted. Lessor shall maintain the structural elements of the outbuilding (e.g., roof, exterior walls). Lessee shall promptly repair any damage caused by Lessee's use or negligence.

### **7. Insurance**

Lessee shall, at its own expense, maintain commercial general liability insurance covering the Premises and Lessee's activities thereon, with limits of not less than \$1,000,000 per occurrence, naming Lessor as an additional insured. Proof of insurance shall be provided to Lessor prior to the Effective Date and annually thereafter.

**8. Default and Remedies**

If Lessee fails to pay Rent or breaches any provision of this Agreement (including compliance with Cannabis Laws), Lessor may, after written notice and a 10-day cure period (if applicable), terminate this Lease and evict Lessee. Lessee shall indemnify Lessor against any losses, claims, or liabilities arising from Lessee's use of the Premises.

**9. Governing Law**

This Agreement shall be governed by the laws of the State of Vermont. Any disputes shall be resolved in the courts of Rutland County, Vermont.

**10. Entire Agreement; Amendments**

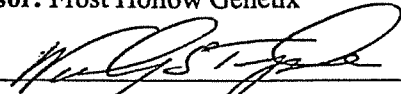
This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. Any amendments must be in writing and signed by both parties.

**11. Notices**

All notices shall be in writing and delivered personally or by certified mail to the addresses above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

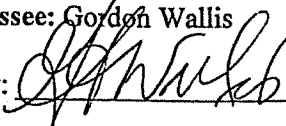
Lessor: Frost Hollow Genetix

By:  (Signature)

Name: Wesley S Tipton (Printed) Title: CFO

Date: 1/28/2026

Lessee: Gordon Wallis

By:  (Signature)

Date: 1-28-2026



## **OPERATING PLAN**

### **Frost Hollow Genetix LLC**

**Prepared by: Wesley Tipton, Sole Member and Manager**

This Operating Plan describes the proposed operations of **Frost Hollow Genetix LLC** (the "Company"), a single-member limited liability company applying for a Propagation Cultivator license pursuant to 7 V.S.A. Chapter 33 and Vermont Cannabis Control Board (CCB) Rules 1 and 2. The Company will operate in full compliance with all applicable state laws, CCB regulations, and licensing conditions. Operations will be limited to the propagation of immature cannabis plants, clones, seedlings, and seeds within a maximum canopy of 3,500 square feet. Limited cultivation of mature plants for research, development, and testing (R&D) purposes will be conducted in accordance with CCB Rule 2.11.9, with no commercial harvest, transfer, or sale of cannabis flower.

#### **1. Business Overview and General Operations**

- **License Type and Scope:** Propagation Cultivator (no cultivation of mature plants for flower production except for permitted R&D).
- **Location:** 52 Bald Peak Lane, Pittsford VT 05763.
- **Canopy Size:** Maximum 3,500 square feet dedicated to immature plants and propagation activities.
- **Operational Structure:** Single-member LLC, member-managed. The sole member will oversee all daily operations, cultivation, recordkeeping, and compliance.
- **Hours of Operation:** Cultivation activities 7 days/week as needed; administrative tasks Monday–Friday, 9:00 AM–5:00 PM. No public access.
- **Products:** Cannabis clones, immature plants, seedlings, and seeds sold or transferred exclusively to licensed cannabis establishments. Hemp-defined seeds may be sold to the public with CCB approval if pursued.
- **R&D Activities:** Limited flowering for research, development, and testing (e.g., potency, genetic stability, pest resistance). All R&D samples labeled "RESEARCH & DEVELOPMENT SAMPLE; NOT FOR RESALE." Aggregate limit: 4 grams per strain per calendar month.

#### **2. Cultivation and Propagation Procedures**

- **Propagation Methods:** Cloning from mother plants, seedling production from seeds, tissue culture if applicable. All genetics sourced from documented origins with records of lineage maintained, when available.
- **Grow Medium:** Water culture (DWC/RDWC), rockwool, peat, soil.
- **Cultivation Schedule:** Continuous propagation cycle with staggered mother stock maintenance, cloning, and immature plant growth.
- **Nutrient and Water Management:** Use of approved fertilizers; water sourced from well with testing. Recycling and conservation practices to minimize waste.
- **Environmental Controls:** Indoor facility with HVAC, lighting, CO2 supplementation, and monitoring for temperature, humidity, and ventilation.
- **Sanitation:** Daily cleaning protocols; dedicated tools and footwear; handwashing stations; prevention of cross-contamination.

### 3. Integrated Pest Management (IPM) Plan

- **Prevention:** Quarantine new genetics; regular facility inspections; beneficial insects if needed.
- **Monitoring:** Weekly scouting for pests/diseases; mandatory reporting of Hop Latent Viroid, Cannabis Cryptic Virus, or other notifiable issues to CCB.
- **Intervention:** Use of CCB-approved pesticides only (per allowed active ingredients list). No prohibited substances.
- **Testing:** Pesticide residue testing every 60 days or as required.
- **Records:** Detailed logs of all applications, scouting reports, and test results.

### 4. Inventory Tracking and Seed-to-Sale

- **System:** Use of CCB-approved seed-to-sale tracking system (e.g., METRC) for all plants, batches, and transfers.
- **Tagging:** All plants tagged with unique identifiers upon propagation.
- **Inventory Procedures:** Daily reconciliation; monthly audits; immediate reporting of discrepancies.
- **Transfers:** Manifests for all sales/transfers to licensed entities; no direct-to-consumer sales except potential hemp seeds.

### 5. Security Plan

- **Facility Security:** Limited access entry; alarm system; 24/7 video surveillance with 90-day retention; motion detectors.
- **Access Controls:** Sole member only; visitor log for any inspectors/contractors.
- **Transportation:** Secure, locked vehicles if off-site transfers occur; chain-of-custody maintained.
- **Compliance:** Full adherence to CCB Rule 2 security requirements for indoor propagation facilities.

#### **6. Waste Management Plan**

- **Waste Rendering:** All cannabis waste rendered unusable and unrecognizable (e.g., grinding and mixing with non-cannabis material) before disposal.
- **No Plastics:** Use of compostable or reclaimable containers; waiver requested if necessary.
- **Records:** Logs of waste generation and disposal.

#### **7. Recordkeeping and Reporting**

- **Records Maintained:** Cultivation logs, inventory, pest management, testing results, financials, visitor logs (minimum 2 years).
- **Reporting:** Monthly/annual reports via CCB portal; immediate incident reporting.
- **Training:** Sole member will complete all required CCB training and stay current on regulations.

#### **8. Employee and Training Procedures (If Applicable in Future)**

- Currently sole-member operated; no employees anticipated at launch.
- If employees added: Background checks; training on compliance, security, and SOPs; no access without registration.

#### **9. Energy and Environmental Sustainability**

- **Energy Efficiency:** LED lighting; efficient HVAC; monitoring of usage to meet CCB energy standards.
- **Sustainability Practices:** Water conservation; waste reduction; preference for organic inputs.

#### **10. Compliance Assurance**

The Company commits to full compliance with all CCB rules, including inspections, audits, and amendments. Any material changes will be promptly reported via CCB amendment process.

**Certification**

I, **Wesley Tipton**, certify that this Operating Plan accurately describes the intended operations of Frost Hollow Genetix LLC and that all operations will comply with Vermont law and CCB regulations.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** Wesley Tipton **Title:** Sole Member and Manager

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**Title:** Phased Expansion Plan for Non-Commercial Cannabis Operation in Leased Accessory Shed – Frost Hollow Genetix at 52 Bald Peak Ln, Pittsford, VT 05763 (Leased Shed Only: Current 240 sqft to 1,200 sqft Total Footprint over 3 Years)

**1. Property & Use Overview**

- Address: 52 Bald Peak Ln, Pittsford, VT 05763 (Parcel in R-1 Residential district).
- Leased Portion: Only the existing 240 sqft accessory shed on the premises is leased from owner Gordon Wallis to Frost Hollow Genetix. The residence and remaining land are not leased or part of this operation. Please reference attachment titled “Initial Floor Plan For Zoning”.
- Use: Non-commercial, cannabis propagation/genetics/processing (no retail, no public access, no signage beyond allowed limits). Operated as a **licensed propagator** within the leased accessory shed, clearly secondary to the residential character of the overall property.
- Employees: No more than 1 W-2 employee at any time (plus owner/operator).
- Current: 240 sqft dedicated space in the leased shed.
- Goal: Phased expansions/additions to the shed footprint (e.g., attached greenhouses, modular extensions) to reach 1,200 sqft total, while keeping all activity within the leased area (or via lease updates if expansions require), maintaining low-impact status—no exterior commercial appearance, minimal traffic/noise/odors, compliance with R-1 setbacks/lot coverage/height.

**2. Site Sketch Elements**

- See attachment titled "Initial Floor Plan For Zoning"
- See attachment titled “Frost Hollow Genetix 3 Phase Expansion Proposal”

**3. Phased Schedule**

Phase	Timeline	Added Sqft (Approx.)	Total Sqft	Key Details & Compliance
1	Current / Approved	—	240	Existing leased shed operation; R-1 zoning compliant ( $\leq 1$ W-2 employee, no retail, secondary use, residential appearance maintained).
2	By end of Year 1 (e.g., Feb 2027)	400–500	630–730	Addition to leased shed (e.g., attached structure/greenhouse); still $\leq 1$ employee, low-impact, meets R-1 setbacks/height/lot coverage; lease allows or amended as needed.
3	By end of Year 2 (e.g., Feb 2028)	300–400	930–1,130	Further expansion on leased area; no commercial character change, minimal utilities.
4	By end of Year 3 (e.g., Feb 2029)	Remaining	1,200	Full footprint in leased accessory area; entire operation remains R-1 zoning and

Phase	Timeline	Added Sqft (Approx.)	Total Sqft	Key Details & Compliance
				accessory-compliant (employee limit, no public access, etc.).

- a) All phases confined to the leased accessory shed area; expansions will adhere to Pittsford R-1 standards: for accessory structures: low-impact use, ≤1 employee, no traffic/noise/odor spikes, no exterior alterations suggesting commercial activity.
- b) Leases may be amended for expansions if required.

#### 4. Full Build-Out Compliance

- Will meet R-1 standards for accessory structures: setbacks, height, lot coverage, parking.
- Security/odor controls per VT Cannabis Control Board best practices.

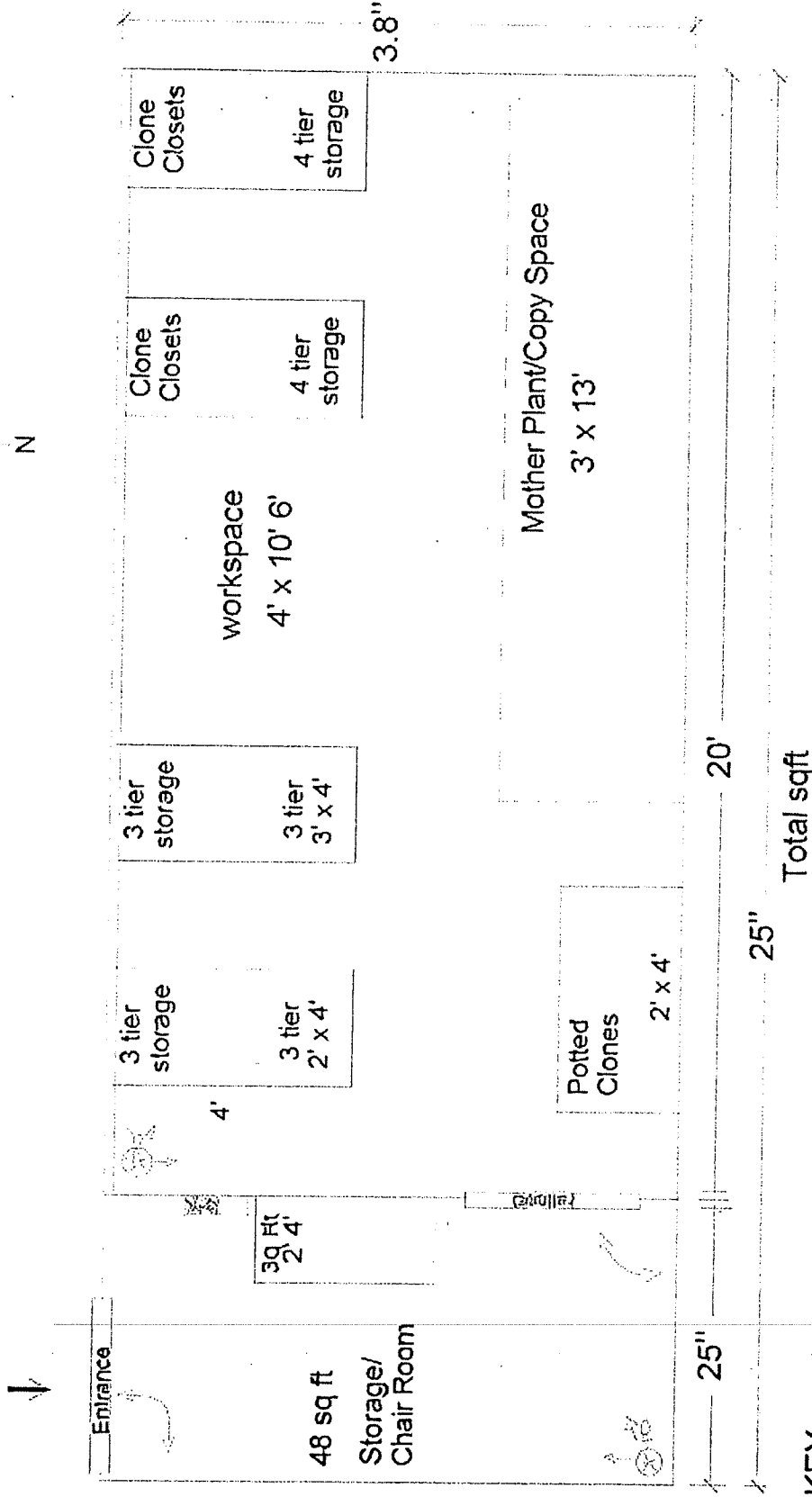
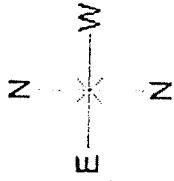
#### 5. Attachments/References

- Excerpt from lease agreement confirming only the 240 sqft shed is leased and use is allowed.
- Pittsford rules on accessory structures in R-1 zoning
- VT state cannabis guidance for accessory structures
- Please reference attachments for initial zoning and expansion





Frost Hollow Genetics  
 52 Bella Park Lane  
 Pittsford, VT 05763  
 230K



**KEY**

- 8 video cameras
- designated hang space

