

Burlington Development Review Board

Department of Permitting & Inspections
645 Pine Street

Burlington, VT 05401

www.burlingtonvt.gov/DPI/DRB

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Evan Gould, (Alternate)
Vacant, (Alternate)



Development Review Board

Tuesday, July 15, 2025, 5:00 PM

Remote on Zoom with Limited Onsite Presence (at 645 Pine Street) Meeting

Please click the link below to join the webinar:

Zoom: <https://us02web.zoom.us/j/83225696227?pwd=SGQ0bTdnS000Wkc3c2J4WWw1dzMxUT09>

Webinar ID: 832 2569 6227

Passcode: 969186

**Telephone: US +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782
or +1 346 248 7799**

1. Agenda

2. Communications

3. Minutes

4. Public Hearing

4.1.

ZP-21-800; 501 Pine Street (E-LM, Ward 5) KS Pine, LLC / Kurt Schueler

Proposed time extension request for the establishment of food truck/container kitchen eating area. (Project Manager, Scott Gustin)

4.2.

ZP-25-277; 565 Main Street (RL, Ward 6) Michael Shea, Sr. / Michael Shea, Jr. / Tanya Chen

Proposed conditional use to convert existing structure into a 12-bedroom boarding house. (Project Manager, Scott Gustin)

4.3.

ZAP-25-2; 172 North Willard Street (RL, Ward 1) Margaret Tamulonis / Melanie Jannery / Luke Purvis

Proposed appeal of zoning approval for ZP-25-83; construction of deck and ADA ramp. (Project Manager, Garret King)

4.4.

**ZAP-25-4; 164 North Willard Street (RL, Ward 1) Luke Purvis
Proposed appeal of extension request denial and inaccurate site plan. (Project
Manager, Scott Gustin)**

5. Adjournment

6. Informational and Non-Discrimination Statements

6.1.

Plans may be viewed upon request by contacting the Department of Permitting & Inspections between the hours of 8:00 a.m. and 4:30 p.m. Participation in the DRB proceeding is a prerequisite to the right to take any subsequent appeal. Please note that ANYTHING submitted to the Zoning office is considered public and cannot be kept confidential. This may not be the final order in which items will be heard. Please view final Agenda, at www.burlingtonvt.gov/dpi/drb/agendas or the office notice board, one week before the hearing for the order in which items will be heard.

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Department of Permitting & Inspections

Zoning Division
645 Pine Street
Burlington, VT 05401
Telephone: (802) 865-7188

William Ward, Director
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Garret King, Associate Planner
Joseph Cava, Planning Technician
Collin Miller, Code Compliance Officer
Vacant, DPI Administrator



TO: Development Review Board
FROM: Scott Gustin
DATE: July 15, 2025
RE: ZP-21-800; 501 Pine Street

=====

Note: These are staff comments only; decisions on projects are made by the Development Review Board, which may approve, deny, table or modify any project. THE APPLICANT OR REPRESENTATIVE MUST ATTEND THE MEETING.

Zone: E-LM Ward: 5S

Owner/Applicant: KS Pine LLC / Kurt Schueler

Request: Second 1-year time extension for permit to develop a container kitchen / food truck café on existing vacant property.

Applicable Regulations:

Article 3 (Applications, Permits, & Project Reviews)

Background Information:

The applicant is requesting a second time extension for zoning permit ZP-21-800, which was granted to develop a container kitchen café on the vacant property. The containers proposed for use are steel shipping containers (20' X 40'). A covered seating area will locate centrally on the property, and a one-way pick-up/drop-off driveway is also proposed at the front. The property is within the boundaries of the Pine Street Canal superfund site. This application has required coordination with EPA and VT DEC. A corrective action plan for the project was approved by VT DEC on June 21, 2023.

Previous zoning actions for this property are as follows:

- 6/29/22, Approval to develop a container kitchen / food truck café
- 7/8/21, Approval to develop a seasonal outdoor café (superseded)

Recommendation: Consent approval as per, and subject to, the following findings and conditions:

I. Findings

Article 3: Applications, Permits, and Project Reviews

Sec. 3.2.9, Zoning Permits

(d) Time Limits on Zoning Permits:

This section allows applicants 1 year to initiate work on their approved project and an additional 2 years (for a total of 3) to complete their project. Provision is made for up to two 1-year time extensions. Approval of a time extension is predicated on making the request prior to expiration of the zoning permit and compliance with applicable zoning standards.

In this case, the zoning permit was approved June 29, 2022; however, the corrective action plan was not approved by VT DEC until June 21, 2023. Per subsection (f), *Exceptions to Permit Time Limits*, the 1-year to start the zoning permit project did not commence until the date of corrective action plan approval. An initial 1-year time extension was approved by the Development Review Board on September 5, 2024 (providing until June 21, 2025 to start construction). The applicant submitted a request for a second, and final, time extension on June 6, 2025, within 1 year as required. The application remains as approved, and the timeline to start construction may be extended by 1 year as requested. No additional time extensions can be approved. **(Affirmative finding)**

II. Conditions of Approval

1. The date to commence construction is extended to June 21, 2026.
2. No additional time extensions can be permitted.

Kurt Schueler
KS Pine LLC
ksbvt1960@gmail.com
July 14, 2025

Development Review Board
City of Burlington
149 Church Street
Burlington, VT 05401

Subject: Request for Time Extension – 501 Pine Street Project (Corrective Action Plan Implementation)

Members of the Development Review Board,

I am writing on behalf of KS Pine LLC to formally request a time extension for our ongoing project at 501 Pine Street, Burlington, Vermont. This project involves the implementation of a Corrective Action Plan (CAP) approved by the Vermont Department of Environmental Conservation (DEC).

Project Background and Permit Information:

In March 2023, KS Pine LLC completed the CAP for the cleanup and redevelopment of the subject property. The Vermont DEC subsequently approved and budgeted funding to support CAP implementation. However, a series of events beyond our control has led to delays that now require an extension of the original project timeline.

Reasons for Delay:

1. Funding & Engineering Requirements (January 2025):

In January 2025, the DEC conditioned the release of cleanup funds on KS Pine hiring a civil engineer to provide final site design and materials specifications. We retained Paul Boisvert, PE, for this purpose. On January 31, 2025, we held a Zoom meeting with DEC representatives (David Abrahamson, Graham Bradley, Patricia Coppolino), the Lisa Burke, EPA, and Mr. Boisvert to discuss the funding timeline and the request for proposals (RFPs) for excavation contractors.

2. Curb Cut Design Revisions (Feb–April 2025):

Between February and March 2025, we awaited clarification from the Burlington Department of Public Works regarding approval for a second curb cut. The original project design (approved by the DRB) included two curb cuts with a semi-circular driveway. In April 2025, DPW denied the second curb cut request, requiring significant redesign and site plan revisions.

3. Change in DEC Funding Status (April 2025):

As of April 10, 2025, the DEC was still prepared to fund the CAP cleanup. However, on April 17, 2025, we were informed that funding for 501 Pine had been withdrawn. This sudden change disrupted the expected June project start date, necessitating reevaluation of financing sources and design logistics.

Request for Extension:

Due to the delays associated with engineering, curb cut redesign, and the unexpected withdrawal of DEC funding, we respectfully request a time extension to allow for:

- Finalizing an updated site plan without the second curb cut
- Securing alternative or renewed cleanup funding
- Aligning contractor availability with the new project schedule

We anticipate that both the revised design and funding confirmation will be complete shortly. We therefore request an extension to accommodate these necessary adjustments.

Commitment to Compliance:

KS Pine LLC remains fully committed to fulfilling all permit conditions and completing this redevelopment project in compliance with Burlington's land use and environmental regulations.

Thank you for your consideration of this extension request. Please feel free to contact me at 802-316-0772 or via email at ksbvt1960@gmail.com with any questions or for further information.

Sincerely,

Kurt Schueler

KS Pine LLC

Burlington Development Review Board

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Phone: (802) 865-7188

Brad Rabinowitz
AJ LaRosa
Geoffrey Hand
Brooks McArthur
Caitlin Halpert
Chase Taylor
Leo Sprinzen
Sean McKenzie (Alt.)



Burlington Development Review Board Findings of Fact Deliberative Hearing Tuesday, June 21, 2022

In RE: ZP-21-800; 501 Pine Street (Ward 5S, ELM) (Tax Lot No. 053-1-001-000)

Owner/Applicant: Vermont Gas Systems, Inc. / Kurt Schueler

Request: Develop a container kitchen/food truck café on the vacant property (café use).

Members Present:

Brad Rabinowitz
AJ LaRosa
Caitlin Halpert
Brooks McArthur
Leo Sprinzen
Sean McKenzie

Evidence Presented:

The Board examined the materials submitted in support of this request.

I. FINDINGS

Background Information:

The applicant is requesting approval to develop a container kitchen café on the vacant property. The containers proposed for use are steel shipping containers (20 & 40 ft long). A covered seating area will locate centrally on the property, and a one-way pick-up/drop-off driveway is also proposed at the front.

The property is located within the identified Pine Street Canal Superfund Site, and is also classified as a brownfield site. The applicant has been working with the interested parties to ensure compliance with EPA and State requirements.

A similar project was approved for a food trucks/carts, with no permanent structures, in July 2021. This new project will replace the previously approved development. The DAB reviewed this project on January 11, 2022 and on May 10, 2022. A recommendation of approval was made, with the following conditions:

1. Overhangs/awnings should be provided at each ordering window;
2. Provide sufficient lighting at the restroom entries;
3. Add curbing along the driveway to prevent vehicles from driving onto the sidewalk and planting areas;
4. Consider installing solar panels; and

5. Include staff recommendations and conditions.

The applicant updated the plans to include each recommended condition, with the exception of no solar panels at this time. Documentation/plans pertaining to the brownfield and Pine Street Canal Superfund Site are still pending as the applicant continues to work with the involved agencies.

Article 3: Applications, Permits, and Project Reviews

Part 3: Impact Fees

Section 3.3.2 Applicability

Any new development or additions to existing buildings which result in new dwelling units or in any new non-residential buildings square footage are subject to impact fees.

Impact fees shall be calculated based on the total gross square footage of the principal use. Per the submitted plans, an estimate of the fees is:

SF of Project 1,280

Department	<u>Retail</u>	
	Rate	Fee
Traffic	0.839	1,073.92
Fire	0.227	290.56
Police	0.400	512.00
Parks	0.478	611.84
Library	0.000	0.00
Schools	0.000	0.00
Total	1.944	\$ 2,488.32

(Affirmative finding as conditioned)

Part 5, Conditional Use & Major Impact Review:

Section 3.5.6 Review Criteria

(a) Conditional Use Review Standards

Approval shall be granted only if the DRB, after public notice and public hearing, determines that the proposed conditional use and associated development shall not result in an undue adverse effect on each of the following general standards:

1. *Existing or planned public utilities, facilities or services are capable of supporting the proposed use in addition to the existing uses in the area;*

The project will see new electric and water utilities connected to the site. The proposal should have no appreciable impacts on existing or planned public utilities, services, or facilities. The applicant is advised to check with VT DEC as to whether a state wastewater permit is needed.

(Affirmative finding as conditioned)

2. *The character of the area affected as defined by the purpose or purposes of the zoning district within which the project is located, and specifically stated policies and standards of the municipal development plan;*

The Enterprise-Light Manufacturing zoning district is the primary commercial/industrial center of Burlington, and is intended to accommodate enterprises engaged in the manufacturing, processing, distribution, renovating, or assembling of goods, merchandise, or equipment without potential conflicts from interspersed residential uses. Other commercial uses are allowed as primary or accessory uses to support a wide range of services and employment opportunities. The proposed café use is allowed in the zone as a conditional use. **(Affirmative finding)**

3. *The proposed use will not have nuisance impacts from noise, odor, dust, heat, and vibrations greater than typically generated by other permitted uses in the same zoning district;*

Contrary to other uses within the district that may be manufacturing or utilizing machinery and equipment that emit greater volumes of noise and dust, the proposed development will not induce similar nuisance impacts. **(Affirmative finding)**

4. *The transportation system is capable of supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street designations and capacity; level of service and other performance measures; access to arterial roadways; connectivity; transit availability; parking and access; impacts on pedestrian, bicycle and transit circulation; safety for all modes; and adequate transportation demand management strategies;*

Pine Street is a major arterial with sidewalks on both sides. There are transit stops within walking distance from the subject property. Pine Street has an articulated bicycle lane as well. There is a robust transportation system in place to support the proposed use. **(Affirmative finding)**

5. *The utilization of renewable energy resources;*

No part of this application would prevent the use of wind, water, solar, or other renewable energy resources. **(Affirmative finding)**

6. *Any standards set forth in existing City bylaws and city and state ordinances;*

Required building and/or life safety codes will be under the review of the building inspector. **(Affirmative finding as conditioned)**

(b) Major Impact Review Standards

Not applicable.

(c) Conditions of Approval:

In addition to imposing conditions of approval necessary to satisfy the General Standards specified in (a) or (b) above, the DRB may also impose additional conditions of approval relative to any of the following:

1. *Mitigation measures, including but not limited to screening, landscaping, where necessary to reduce noise and glare and to maintain the property in a character in keeping with the surrounding area.*

The café use is not expected to produce adverse effects that would exceed those of other uses allowed in the ELM zoning district. **(Affirmative finding)**

2. Time limits for construction.

The zoning permit will have the standard timelines to complete construction: 1 year from the approval date to commence construction, and 2 more years to complete the project.

(Affirmative finding)

3. Hours of operation and/or construction to reduce the impacts on surrounding properties.

Typical construction hours are Monday-Friday 7:30 am to 5:30 pm, Saturdays limited to interior work unless specific allowances are granted by the DRB, and no construction permitted on Sundays. The café use will operate between the hours of 11:00 am and 10:00 pm.

(Affirmative finding as conditioned)

4. That any future enlargement or alteration of the use return for review to the DRB to permit the specifying of new conditions; and,

Any future enlargement or alteration will be reviewed under the zoning regulations in effect at that time. **(Affirmative finding as conditioned)**

5. Such additional reasonable performance standards, conditions and safeguards, as it may deem necessary to implement the purposes of this chapter and the zoning regulations.

Not applicable.

Article 4: Maps & Districts

Section 4.4.3 Enterprise Districts

(a) Purpose

1. The Light manufacturing district is the primary commercial/industrial center of Burlington, and is intended primarily to accommodate enterprises engaged in the manufacturing, processing, distribution, creating, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment without potential conflicts from interspersed residential uses. ...This district is primarily intended to provide for industrial uses suitable for location in areas of proximity to residential development. Development is intended to respect interspersed in historic industrial buildings, and reflect the industrial aesthetic of the district's past. Parking is intended to be hidden within, behind, or to the side of structures.

‘Café’ is a conditional use in the ELM zoning district, which will be the primary use of the property. Parking is not required since the property is within the Multimodal Mixed Use Parking District. The site plan, however, includes three short-term pick-up parking spaces along the entrance drive in the front. **(Affirmative finding)**

(b) Dimensional Standards and Density

Table 4.4.3 -1 Dimensional Standards and Density

Districts	Max. Intensity (floor area)	Max. Lot Coverage¹	Minimum Building Setbacks¹ (feet)			Max. Height¹ (feet)
			Front	Side	Rear³	

	<i>ratio¹⁾</i>					
Light Manufacturing	2.0 FAR	80%	5 min	0²	10%²	45'
501 Pine Street	n/a	78.4%	Approx. 17 ft to the closest container.	5' to the food truck pads.	A 60' deep lot requires a 6 ft rear yard setback. The site plan shows a 6 ft rear yard setback to the containers.	< 45'

1 – Floor area ratio is further described in Art 5. Measurement of and exceptions to coverage, setback, and height standards are found in Art 5. Actual maximum build out potential may be reduced by site plan and architectural design considerations of Art 6.

2 – Structures shall be setback a minimum of 25-feet along any zoning district boundary line that abuts a residential zoning district. Lots of record existing as of September 9, 2015 that are split by enterprise and residential zones are exempt from this district boundary setback.

3 – Percentage of the lot depth.

The property does not abut a residential zoning district. **(Affirmative finding)**

(c) Permitted and Conditional Uses

Cafés are Conditional Uses in the E-LM. See Section 3.5.6 (a), above. **(Affirmative finding)**

(d) District Specific Regulations

1. *Convenience Stores* Not applicable.
2. *Drive Thrus* Not applicable.

Article 5: Citywide General Regulations

Part 5, Performance Standards

Sec. 5.5.2 Outdoor Lighting

The application notes bollard and wall pack lighting. The spec sheets provided for these light fixtures indicate compliance with the lighting standards of this section. **(Affirmative finding)**

Sec. 5.5.3 Stormwater and Erosion Control

The applicant submitted Erosion Prevention / Sediment Control and stormwater plans. These plans will be reviewed by the Stormwater Program Manager to ensure compliance with the wastewater, stormwater and pollution control regulations of Chapter 26, Burlington Code of Ordinances. Approval of these plans will be required prior to release of the zoning permit.

(Affirmative finding as conditioned)

Sec. 5.5.4, Tree Removal

(a) Review criteria for zoning permit requests for tree removal

(1) Grounds for approval

Tree removal involving six (6) or more trees, each of ten (10) inches or greater in caliper or the removal of ten (10) or more trees, each of which is three (3) inches or greater in caliper during any consecutive twelve (12) month period may be permitted for any of the following reasons:

D. As part of a development with an approved zoning permit.

The project site will be cleared of trees as part of the proposed development. **(Affirmative finding)**

Article 6: Development Review Standards

Part 1: Land Division Design Standards

Not applicable.

Part 2: Site Plan Design Standards

(a) Protection of Important Natural Features:

There are no natural features as identified in the Natural Resources Overlay map within the property. The site is currently undeveloped and will be cleared to make way for the proposed development. Tree removal will occur to make way for the proposed development.

(Affirmative finding)

(b) Topographical Alterations:

The applicant expects there to be 2-4 feet of site grading/excavation to make way for the development. The end result of the project, however, will see insignificant topographic alterations. **(Affirmative finding)**

(c) Protection of Important Public Views:

There are no protected public views from the parcel. Not applicable.

(d) Protection of Important Cultural Resources:

There are no cultural resources on the subject property. Not applicable.

(e) Supporting the Use of Renewable Energy Resources:

Clearing the lot will allow for natural sunlight. No other renewable resources are proposed nor required, but always encouraged. **(Affirmative finding)**

(f) Brownfield Sites:

The property is an identified brownfield site and is also located within the Pine Street Canal Superfund Site. The applicant has stated that he has been working with VT DEC to meet compliance with their requirements in order to develop the property. No information has been submitted regarding this, but ensuring compliance with DEC and EPA requirements will be a condition of this permit. **(Affirmative finding as conditioned)**

(g) Provide for nature's events:

An approved Erosion Prevention and Sediment Control plan, as well as a stormwater plan, will be required prior to the release of the zoning permit. Since the café use will operate between May and November, snow storage should not be a concern. The development will see a covered

seating area, and awnings over the customer ordering windows. **(Affirmative finding as conditioned)**

(h) Building Location and Orientation:

The container structures will locate along the periphery of the lot, with a two-story covered seating area. Also a second story container kitchen is also proposed at the property's rear. The general layout provides for an open central area, well seen from Pine Street. **(Affirmative finding)**

(i) Vehicular Access:

The development proposes direct access off Pine Street with two curb cuts to allow for an easy, one-way circulation pattern. See site plan. **(Affirmative finding)**

(j) Pedestrian Access:

Pedestrians will have direct access from the Pine Street sidewalk. Internal walkways and stairs will be provided for access to the café use. **(Affirmative finding)**

(k) Accessibility for the Handicapped:

The building inspector has jurisdiction over ADA requirements, and the proposal must comply with the Burlington Code of Ordinances. **(Affirmative finding as conditioned)**

(l) Parking and Circulation:

The development will have a one-way driveway (with two curb cuts on Pine Street), and three parking spaces for food pick-ups/deliveries. The width is adequate to allow for both the parking spaces and the thru lane. **(Affirmative finding)**

(m) Landscaping and Fences:

The site plan shows two planter boxes that will act as a barrier to the area behind the flanking trailers. Also included is ornamental grass in the Pine Street right-of-way greenspace. A retaining wall will be installed along the rear and south side property lines, and along a small portion of the north side property line. **(Affirmative finding)**

(n) Public Plazas and Open Space:

Not applicable.

(o) Outdoor Lighting:

The applicant has submitted lighting spec sheets, and the plans show where the fixtures will locate. Pendant lighting is shown above the seating area and restroom entrances, and bollard light posts will locate at the front of the covered seating area. **(Affirmative finding)**

(p) Integrate infrastructure into the design:

Electric and water utilities will be provided underground. No other utilities are proposed. The site plan identifies trash/recycling areas. Standard waste/recycling bins will locate in front of the side-flanking containers where customers will pass on their way off the site. These bins will need to be visually screened from the Pine Street right-of-way. Larger trash/recycling bins will

be placed in a nook, out of sight from the Pine Street right-of-way. **(Affirmative finding as conditioned)**

Part 3: Architectural Design Standards

Sec. 6.3.2 Review Standards

(a) Relate development to its environment:

1. Massing, Height and Scale:

The massing, height, and scale of the proposed development is less than that of nearby development. The use of shipping containers for the café is unique, but fitting for the ELM zoning district.

2. Roofs and Rooflines.

The container structures will have flat roofs, and the covered seating area will have a glazed roof.

3. Building Openings

The only openings on the containers appear to be for employee access, and customer ordering windows. **(Affirmative finding)**

(b) Protection of Important Architectural Resources:

Burlington's architectural and cultural heritage shall be protected through sensitive and respectful redevelopment, rehabilitation, and infill. Where the proposed development involves buildings listed or eligible for listing on a state or national register of historic places, the applicant shall meet the applicable development and design standards pursuant to Sec. 5.4.8. The introduction of new buildings to a historic district listed on a state or national register of historic places shall make every effort to be compatible with nearby historic buildings.

Not applicable.

(c) Protection of Important Public Views:

Not applicable.

(d) Provide an active and inviting street edge:

In arrangement, design and appearance, the design provides an active and inviting street edge. The site layout is clearly discernable from the street front. **(Affirmative finding)**

(e) Quality of materials:

All development shall maximize the use of highly durable building materials that extend the life cycle of the building, and reduce maintenance, waste, and environmental impacts. Such materials are particularly important in certain highly trafficked locations such as along major streets, sidewalks, loading areas, and driveways. Efforts to incorporate the use of recycled content materials and building materials and products that are extracted and/or manufactured within the region are highly encouraged.

The shipping containers are made of steel, so they will be durable throughout all seasons. The glazed roofing and steel beam support structure (covered seating area) will also be durable for all seasons. **(Affirmative finding)**

(f) Reduce energy utilization:

All new construction is required to meet the Guidelines for Energy Efficient Construction pursuant to the requirements of Article VI. Energy Conservation, Section 8 of the City of Burlington Code of Ordinances. The proposal is for an outdoor café, where heating shouldn't be much of a concern. However, it is likely that portable propane heaters will be used on chillier days. The applicant notes that solar panels may be installed on the seating area's roof. While not a requirement, use of solar energy is always encouraged. **(Affirmative finding)**

(g) Make advertising features complementary to the site:

The plans show wall signs for each container café which appear to be compliant with the size and placement requirements/limitations for wall signs. Prior to the release of the zoning permit, the applicant will have to provide details for each sign, highlighting dimensions and the materials to be used. **(Affirmative finding as conditioned)**

(h) Integrate infrastructure into the building design:

Underground electric/water utilities (and assuming gas) will be used. No other infrastructure is noted. Venting will locate on the rear of the container kitchens. **(Affirmative finding as conditioned)**

(i) Make spaces secure and safe:

The proposed development must comply with all building and life safety code as defined by the building inspector and fire marshal. **(Affirmative finding as conditioned)**

Article 7: Signs

Sec.7.2.13: Wall Sign

Specifications

Height (max)	No higher than the floor level of the second story.
Area (max)	• 2 sf per linear foot of street frontage, or elevation where no street frontage is available, associated with a first floor tenant. • 10 sf for a second floor tenant with only a ground floor entryway. • In no case may the total area of all Wall Signs exceed the lesser of two hundred (200) square feet or fifteen (15%) per cent of the area of the façade or elevation to which they are attached. • A Wall Sign in any residential district shall not exceed 6-sf in area. • A Wall Sign in a RCO-R/G district shall not exceed 20-sf in area.
Depth/Projection (max)	12-in max. from the facade

Dimensions have not yet been provided, but the wall signs shown on each container kitchen above the ordering windows will easily comply with the size limitations set forth above. The applicant will have to provide specific dimensions for each sign proposed, and note their material. **(Affirmative finding as conditioned)**

Article 8: Parking

Sec. 8.1.8, Minimum Off-Street Parking Requirements

The property is located within the Multimodal Mixed Use Parking District, where parking requirements have been eliminated. The applicant proposes three short term parking spaces along the driveway for to-go food pick-ups. **(Affirmative finding)**

Sec. 8.2.4, Bicycle Parking Requirements

Bicycle parking for retail sales and service is required at the rate of 1 space per 12,000 sf of gross building area (long term) and 1 space per 2,000 sf of gross building area (short term). Based on a total building area of 1,280 sf, the development will require 1 long term space and 1 short term space. The plans indicate two bike racks with 10 short term bike spaces. The plans do not indicate 1 long term bike space, and will need to. **(Affirmative finding as conditioned)**

II. MINUTES

The meeting minutes will be distributed separately upon review and approval by the Development Review Board.

III. MOTION

Motion: Caitlin Halpert

I move that the Board approve the application, based on the findings in Section I above and subject to the following conditions:

1. **At least 7 days prior to the issuance of a certificate of occupancy**, the applicant shall pay to the City Treasurer's Office or Planning and Zoning office impact fees as calculated by staff based on the net new square footage of the proposed development. As submitted, impact fees are:

SF of Project **1,280**

Department	Retail	
	Rate	Fee
Traffic	0.839	1,073.92
Fire	0.227	290.56
Police	0.400	512.00
Parks	0.478	611.84
Library	0.000	0.00
Schools	0.000	0.00
Total	1.944	\$ 2,488.32

2. **Prior to the release of the zoning permit**, the associate Erosion Prevention and Sediment Control plan, as well as the stormwater plan, shall be approved by the Stormwater Program Manager.
3. **Prior to the release of the zoning permit**, the applicant shall submit specs on each proposed sign, including dimensions and materials.

4. **Prior to the release of the zoning permit**, the plans shall be revised to include the following:
 - screening of the trash/recycling bins located in front of the container kitchens; and
 - one long-term bicycle parking space.
5. **Prior to the start of construction**, the applicant shall obtain all necessary approvals/permits from VT DEC and the EPA with regard to the brownfield site and the Pine Street Canal Superfund Site.
6. **Prior to the start of construction**, the applicant shall obtain curb cut approval from the Dept. of Public Works for the proposed curb cuts on Pine Street.
7. All utilities serving the site shall be underground.
8. Construction hours shall be limited to Monday-Friday 7:30 am to 5:30 pm, Saturdays limited to interior work unless specific allowances are granted by the DRB, and no construction permitted on Sundays
9. A state wastewater permit may be required. It is the applicant's responsibility to inquire with VT DEC as to whether such permit is necessary.
10. Any future enlargement or alteration shall be reviewed under the zoning regulations in effect at that time.
11. The Applicant/Property Owner is responsible for obtaining all necessary Zoning Permits and Building Permits through the Department of Public Works as well as other permit(s) as may be required, and shall meet all energy efficiency codes of the city and state as required.
12. Standard permit conditions 1-15.

Seconded: Brooks McArthur

Vote: 4-2-0, motion carried

Dated at Burlington, Vermont, this 29th day of June 2022

Respectfully Submitted,

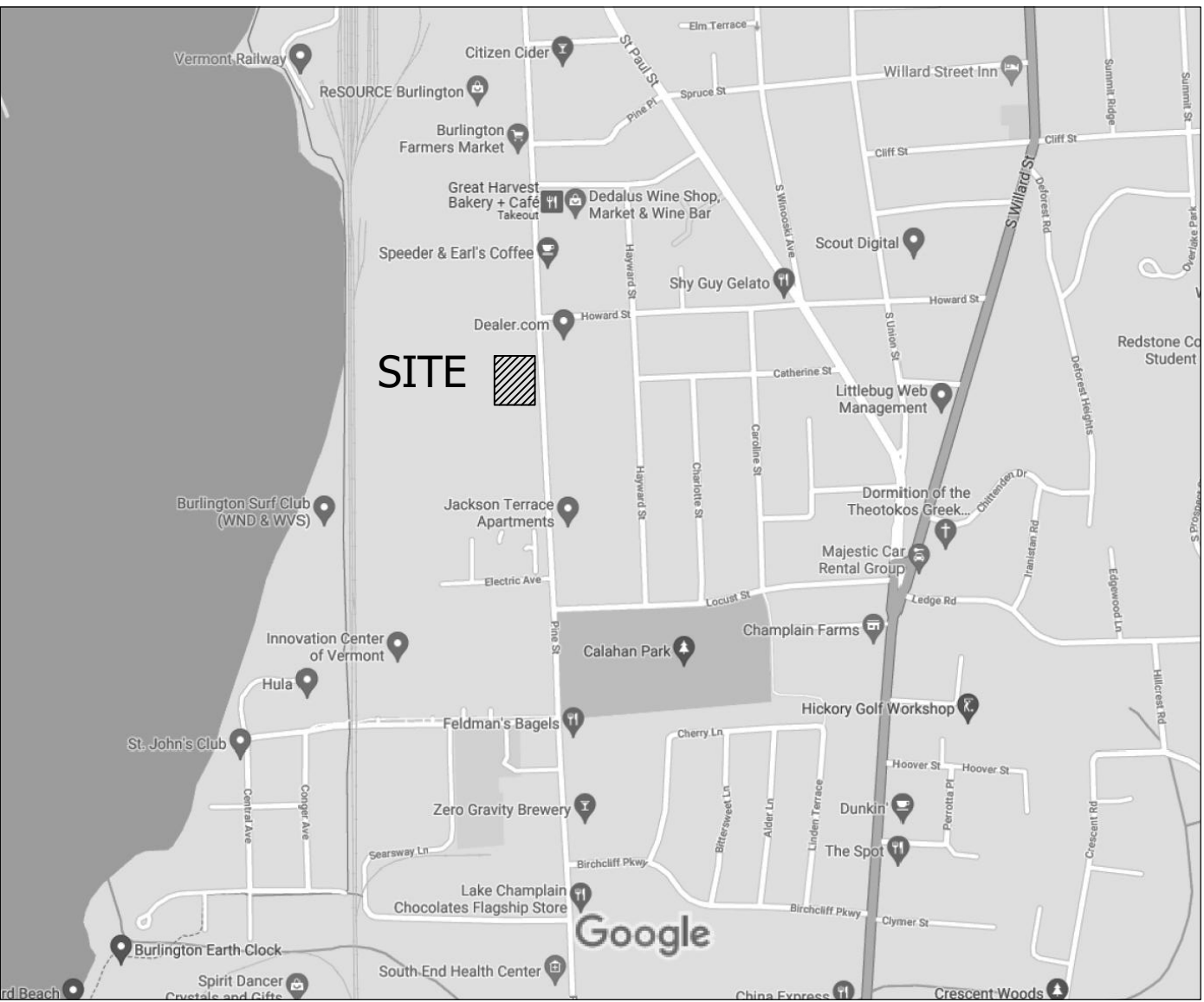
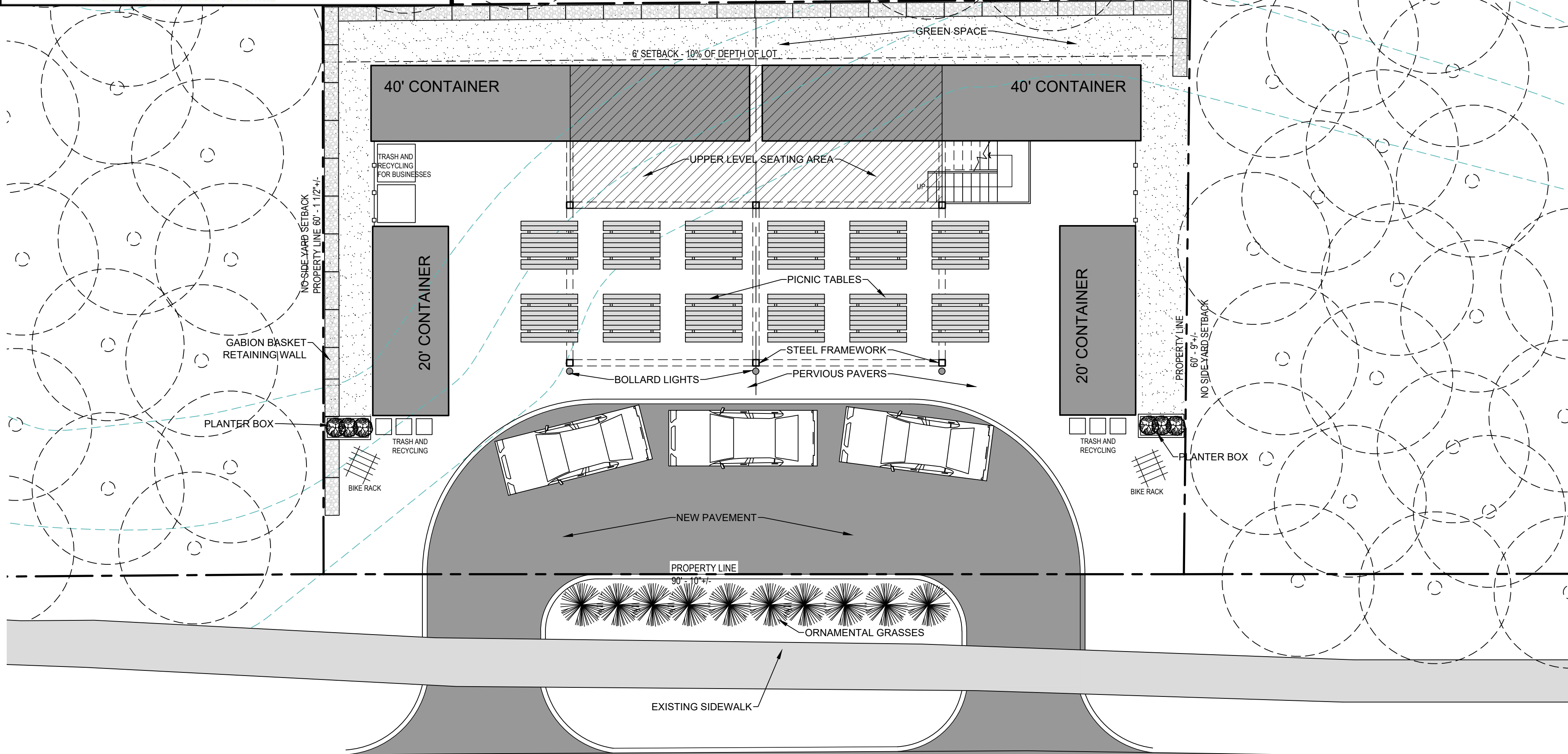


Brad Rabinowitz, Development Review Board Chair

Please note that an interested person may appeal a decision of the Development Review Board to the Vermont Superior Court Environmental Division. (Zoning Ordinance Article 17, Section 17.1.7, Appeals of Development Review Board Decisions: An interested person may appeal a decision of the Development Review Board to the Vermont Superior Court Environmental Division. The appeal shall be taken in such a manner as the supreme court may by rule provide for appeals from state agencies governed by Sections 801 through 816 of Title 3). The Court rules may require that such an appeal be commenced within Thirty (30) days of the Board's decision.

-NOTE-
ANY MODIFICATION OR DEVIATIONS FROM THESE PLANS
REQUIRE ZONING APPROVAL PRIOR TO CONSTRUCTION.
ALL ERRORS IN DIMENSIONS, PLANS, OR DETAILING ARE
FULLY THE RESPONSIBILITY OF THE APPLICANT/OWNER.
FINAL APPROVAL
SIGNED _____ DATE _____
ZONING PERMIT # _____
REVIEWED BY _____
DEPARTMENT OF PERMITTING & INSPECTIONS
BURLINGTON VERMONT

Approved
June 29, 2022
ZP-21-800
R Morrison



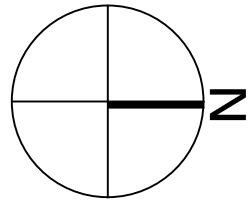
LOCATION MAP - NTS

ZONING INFORMATION		
SPACE	EXISTING AREAS	PROPOSED AREAS
PROPERTY	5,519 SQ. FT.	5,519 SQ. FT.
STRUCTURES	0 SQ. FT.	960 SQ. FT.
PERVIOUS PAVING DRIVEWAY	0 SQ. FT.	2,272 SQ. FT.
GREEN SPACE	5,519 SQ. FT.	1164 SQ. FT.
TOTAL LOT COVERAGE WITH PERVIOUS PAVERS	0%	78.4%
TOTAL LOT COVERAGE WITHOUT PERVIOUS PAVERS	0%	37.2%

SITE PLAN BASED ON INFORMATION PROVIDED ON
DRAWING 2021-94-S1
DATED: 08 05 2021
BY O'LEARY-BURKE CIVIL ASSOCIATES, PLC
13 CORPORATE DRIVE
ESSEX JUNCTION, VT
SITE PLAN IS INTENDED FOR PRELIMINARY ANALYSIS ONLY
AND NOT FOR CONSTRUCTION.

SCHEMATIC SITE PLAN

SCALE: 1/8"=1'-0"



ARCHITECT

JRMA
architecture - master planning - interiors
www.jrmaestudio.com

JRMA DESIGN STUDIO LLP
175 SUMMIT CIRCLE
SHELburnE VERMONT

501 PINE STREET FOOD COURT

LOCATION
501 PINE STREET
BURLINGTON, VERMONT

OWNER

CONTRACTOR

STAMP

Date Issue

CONCEPTUAL SITE PLAN

Drawing Title
Project No: 2021-207
Date: 11/09/2021
Scale: AS-NOTED
Drawn by: WJR

02 16 2022 SCHEMATIC DESIGN REVISED

L-1

501 PINE STREET

BURLINGTON, VERMONT

JRMA DESIGN STUDIO

www,jrmadesignstudio.com

SCHEMATIC DESIGN STUDY

REVISED 02 16 2022



OVERVIEW

501 PINE STREET FOOD COURT
SCHEMATIC STUDY | 02 16 2022



LOOKING NORTHWEST

Approved
June 29, 2022
ZP-21-800
R Morrison

-NOTE-
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FINAL APPROVAL
SIGNED *William 2nd* DATE _____
ZONING PERMIT # _____
REVIEWED BY _____
DEPARTMENT OF PERMITTING & INSPECTIONS
BURLINGTON VERMONT



LOOKING SOUTHWEST



LOOKING NORTHWEST

Approved
June 29, 2022
ZP-21-800
R Morrison

-NOTE-
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REQUIRE ZONING APPROVAL PRIOR TO CONSTRUCTION.
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FINAL APPROVAL

SIGNED William 2nd DATE _____

ZONING PERMIT # _____

REVIEWED BY _____

DEPARTMENT OF PERMITTING & INSPECTIONS
BURLINGTON VERMONT



LOOKING WEST

Department of Permitting & Inspections

Zoning Division
645 Pine Street
Burlington, VT 05401
Telephone: (802) 865-7188

William Ward, Director
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Garret King, Associate Planner
Joseph Cava, Permit Technician
Collin Miller, Code Compliance Officer
vacant, DPI Administrator



TO: Development Review Board
FROM: Scott Gustin
DATE: July 15, 2025
RE: ZP-25-277; 565 Main Street

=====

Note: These are staff comments only; decisions on projects are made by the Development Review Board, which may approve, deny, table or modify any project. THE APPLICANT OR REPRESENTATIVE MUST ATTEND THE MEETING.

Zone: RL Ward: 1

Owner/Applicant: Michael Shea, Jr & Michael Shea Sr / Tanya Chen

Request: After-the-fact creation of 12-room boarding house and removal of exterior stairway. Also, replacement of two basement windows and replacement of 3rd floor door with a window.

Applicable Regulations:

Article 3 (Applications, Permits, & Project Reviews), Article 4 (Maps & Districts), Article 5 (Citywide General Regulations), Article 6 (Development Criteria & Guidelines), Article 8 (Parking)

Background Information:

The applicant is seeking after-the-fact approval for a 12-bedroom boarding house. The property has long been a 5-bedroom boarding house; however, at some point in the past 10 years or so, it expanded to 12 bedrooms without the necessary conditional use approval. A proposed expansion was permitted in 2007; however, the construction was never done, and the permit was abandoned. Minimal exterior alterations are proposed, mostly consisting of several replacement windows. The overall property is relatively large at 0.42 acres and consists of 3 lots.

Previous zoning actions for this property are listed below.

- 3/15/24, Denial (as incomplete) removal of fire escape and conversion of basement to habitable space
- 10/16/14, Approval for installation of bulkhead, remove portion of staircase and walkway
- 3/13/07, Approval to demolish garage, reconfigure parking, and construct addition for 13-bedroom boarding house
- 7/8/99, Approval to construct a rear 3-story external stairway and associated doorway.
- 9/6/60, Approval to install a neon freestanding sign for guest house.

Recommendation: Certificate of Appropriateness and Conditional Use approval as per and subject to the following findings and conditions:

I. Findings

Article 3: Applications, Permits, & Project Reviews

Sec. 3.5.2, Applicability

(a) Conditional Use Review:

Boarding houses are a conditional use in the Residential – Low Intensity zoning district wherein the subject property is located. Application has been filed for conditional use review.

(Affirmative finding)

Sec. 3.5.6, Review Criteria

- (1) *Existing or planned public utilities, facilities, or services are capable of supporting the proposed use in addition to the existing uses in the area.*

The boarding house has been operating with 12 bedrooms for some time now. A wastewater permit may, or may not be needed. If not done so already, the applicant is responsible for contacting VT Dept. of Environmental Conservation about whether a state wastewater permit is needed. If one is needed, a capacity letter from the Dept. of Public Works will be required. **(Affirmative finding as conditioned)**

- (2) *The character of the area as defined by the purpose or purposes of the zoning district(s) within which the project is located, and specifically stated policies and standards of the municipal development plan.*

The University Terrace neighborhood is literally surrounded by the University of Vermont; however, it is within a small section of Residential – Low Intensity zone. This district is intended primarily for single family homes, duplexes, triplexes, and 4-plexes and other relatively low intensity residential development. The boarding house appears much as other residences in the neighborhood, except that it contains more bedrooms than is typical. The boarding house is consistent with the intent of the RL zone. **(Affirmative finding)**

- (3) *The proposed use will not have nuisance impacts from noise, odor, dust, heat and vibrations greater than typically generated by other permitted uses in the same zoning district.*

The residential boarding house is characteristically similar to other residences in the neighborhood. It does not generate nuisance impacts from odor, dust, heat, etc more commonly associated with commercial uses. **(Affirmative finding)**

- (4) *The transportation system is capable of supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street designations and capacity; level of service and other performance measures; access to arterial roadways; connectivity; transit availability; parking and access; impacts on pedestrian, bicycle, and transit circulation, safety for all modes; and adequate transportation demand management strategies;*

No traffic information has been provided; however, given the proposed use and its location within easy walking distance to all portions of the university, traffic impacts are expected to be minimal. The property is located along Main Street, an arterial roadway and is in close proximity to transit service. **(Affirmative finding)**

- (5) *The utilization of renewable energy resources; and,*

No information has been provided with respect to the use of alternative energies. In light of the minimal exterior alterations proposed, it will not unreasonably deter the actual or potential use renewable energies by the subject or neighboring properties. **(Affirmative finding)**

(6) *Any standards or factors set forth in existing City bylaws and city and state ordinances.*

The application materials indicate some spaces within the boarding house that are substandard as to building code. Replacement windows will remedy some of these deficiencies. It is the applicant's responsibility to comply with applicable bylaws such as building and fire codes. **(Affirmative finding as conditioned)**

Article 4: Maps & Districts

Sec. 4.4.5, Residential Districts:

(a) Purpose

(1) Residential Low Intensity (RL)

This district is intended for relatively low density residential development that includes a mix of housing types, generally including single family homes through quadplexes. The boarding house is consistent with this intent. **(Affirmative finding)**

(b) Dimensional Standards

The subject property has ~275' of road frontage along Main Street and University Terrace. It will not change, and the minimum required is 30.'

Setbacks remain unchanged.

Lot coverage remains largely unchanged on lots 1 and 3. Lot coverage will increase slightly from 46.7% to 47% on lot 2 due to two new window wells. The standard lot coverage limit is 45%; however, window wells are allowed within an extra 10% afforded to open-air amenities like decks and walkways.

Building height, density, and footprint all remain unchanged. **(Affirmative finding)**

(c) Permitted & Conditional Uses

As noted above, the boarding house is a conditional use. Expansion thereof requires conditional use approval. **(Affirmative finding)**

(d) District Specific Regulations

1. Additional Residential Development Permitted

(Not applicable)

2. Exceptions to Dimensional Standards

(Not applicable)

3. Exception for Neighborhood Commercial Uses

(Not applicable)

4. Miscellaneous Standards

(Not applicable)

Article 5: Citywide General Regulations

Sec. 5.2.3, Lot Coverage Requirements

No lot coverage exceptions are sought. **(Not applicable)**

Sec. 5.2.5, Setbacks

No setback encroachments are sought. **(Not applicable)**

Sec. 5.2.6, Building Height Limits

No exceptions to height limits are sought. **(Not applicable)**

Sec. 5.2.7, Density Calculations

Density is unaffected. **(Not applicable)**

Sec. 5.5.1, Nuisance Regulations

Nothing in the application for an expanded boarding house appears to constitute a nuisance under this criterion. **(Affirmative finding)**

Sec. 5.5.2, Outdoor Lighting

No new outdoor lighting is proposed. **(Not applicable)**

Sec. 5.5.3, Stormwater and Erosion Control

Earthwork associated with the two window wells is insufficient to require an erosion prevention and sediment control plan. **(Not applicable)**

Article 6: Development Review Standards

Part 1, Land Division Design Standards

Not applicable.

Part 2, Site Plan Design Standards

Sec. 6.2.2, Review Standards

Not applicable.

Part 3, Architectural Design Standards

Sec. 6.3.2, Review Standards

(a) Relate development to its environment

1. Massing, Height, and Scale

(Not applicable)

2. Roofs and Rooflines

(Not applicable)

3. Building Openings

Minimal window changes are proposed. Two awning basement windows will be replaced with larger double-hung egress windows with accompanying window wells. An upper level side door that used to lead to an exterior staircase will be replaced with a double-hung window to match the adjacent window. **(Affirmative finding)**

(l) Parking and circulation

The rear parking area is irregularly shaped and has morphed over time without permit approval. This criterion calls for installation of curb stops, landscaping, or other physical barriers to prevent

parking creep over time. The parking area as depicted in the site plan for this application requires barriers to prevent further unpermitted alteration over time. **(Affirmative finding as conditioned)**

Article 8: Parking

Sec. 8.1.9, Maximum On-Site Parking Spaces

The property is located within the Neighborhood Parking District. Within that district, 1 parking space per every 2 beds in a boarding house is allowed. For the 12-bedroom boarding house, up to 6 parking spaces may be allowed. The garage contains room for 1 parking space. The rear parking area accessed from University Terrace is irregularly shaped and contains room for ~ 5 parking spaces. No changes to the existing configuration are proposed. **(Affirmative finding)**

Sec. 8.2.4, Bicycle Parking Requirements

The additional 7 bedrooms in the boarding house are insufficient to require long-term bike parking. The expansion does; however, require a short term bike parking space. This criterion specifies a minimum of 2 bike parking spaces. A bike rack with at least a 2-bike capacity is needed.

(Affirmative finding as conditioned)

II. Conditions of Approval

1. **Prior to release of the zoning permit**, revised project plans depicting a parking barrier around the rear parking area and short term bike parking with capacity for at least two bicycles shall be provided, subject to staff review and approval.
2. A state wastewater permit may be required. It is the applicant's responsibility to inquire with the VT Dept. of Environmental Conservation as to whether a wastewater permit is required. If one is required, a capacity letter issued by the Burlington Dept. of Public Works will be required beforehand.
3. All new construction is required to meet applicable building codes and Guidelines for Energy Efficient Construction pursuant to the requirements of Article VI. Energy Conservation, Section 8 of the City of Burlington Code of Ordinances.
4. Standard Conditions 1-15.

565 Main Street

Zoning Summary

DATE: Thursday, April 17, 2025

Attachments

Architectural Drawings: Floor Plans, Bedroom Schedule, and Photos - A0-0.0, A1-1.0, and A1-2.0
Civil Drawing: Site Survey - B-1
Marvin Essential Double Hung Specifications

Summary

This zoning application is intended to remedy the existing zoning violation (ZCPT-23-53).

The City of Burlington's database records this property as a 5 bedroom boarding house. The property is currently used as a 12 bedroom boarding house. Duncan Wisniewski Architecture (DWA) was retained by the property owner to assist with a zoning application to bring the property into compliance. DWA has measured the existing conditions to document compliance with the minimum housing standards (Chapter 18 - Burlington Code of Ordinances)

Additionally, an exterior stair was removed without a zoning permit. The door that once served that stair remains. This permit application seeks to remedy this.

Proposed Changes

Burlington Code of Ordinances - Chapter 18 - Minimum Housing Requirements

DWA reviewed the building for compliance with the minimum housing requirements to ascertain if all 12 bedrooms are compliant. The standards include a minimum square footage requirement for bedrooms (70 SF), access to light (8% of SF), access to ventilation (4% of SF), and a minimum ceiling height of 7'.

Bedrooms 4-10 have adequate square footage, ceiling height, and access to light and air.

Bedrooms 11 and 12 have adequate square footage and access to light and air (once the door in bedroom 12 is replaced with a new window). The existing ceiling height is 6'-6". Based on our observation of the period trim and detailing, we believe these rooms have always had a 6'-6" ceiling height. We request relief from the 7' ceiling height requirement as these bedrooms are otherwise adequate and serve as needed housing in our community.

We propose to replace the existing door in bedroom 12 with a new window to match the existing gable windows. Our intention is to restore the south gable area to match the existing north gable.

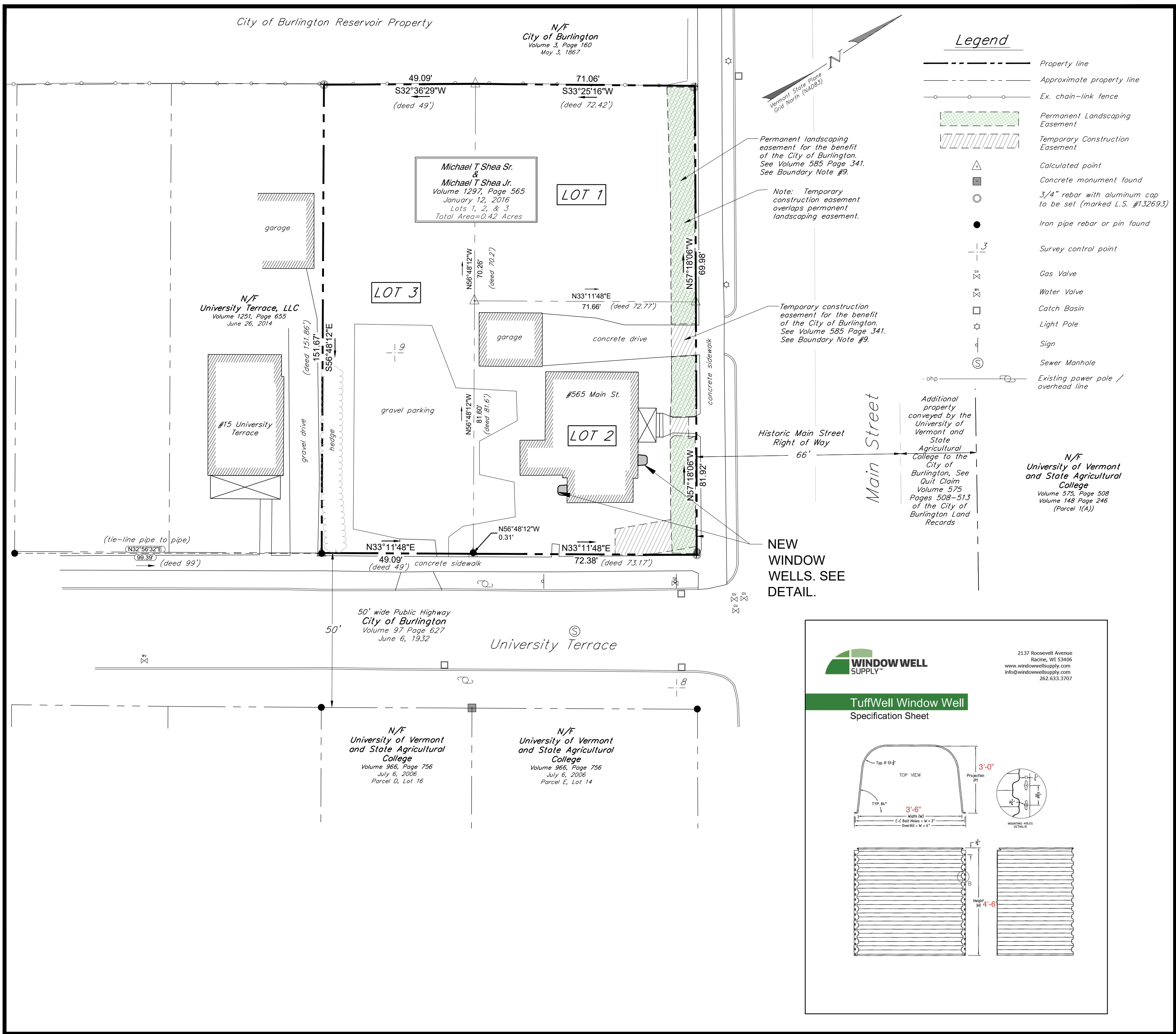
Bedrooms 1, 2, and 3 are in the lowest level of the house. All basement bedrooms have adequate square footage and ceiling height. Bedroom 3 has two skylights that adequately serve for light and air. Bedrooms 1 and 2 have small windows that do not meet the light and ventilation requirements. We propose to replace these small windows with larger windows, necessitating a window well to create enough space for the new window.

Windows are proposed to be all fiberglass Marvin double hung windows. Sizes proposed are highlighted in pink on the Marvin literature submitted with this application. New windows to be 4 over 1 to match the existing 'historic' windows (actual vintage not known).

Burlington Zoning Ordinance - Chapter 8 - Parking Regulations

The recently adopted parking standards include a maximum parking count. For boarding houses, this is calculated as 1 space per every 2 bedrooms. As such, the allowed off street parking for this project is 6. The current parking lot is sized for more than 6.

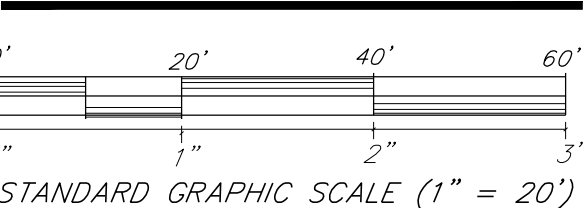
No changes are planned at this time to the off site parking layout.



Location Map
1" = 1/2 Mile



164 Main Street, Suite 201
Colchester, Vermont 05446
P: (802) 878-0375
www.krebsandlansing.com



SITE PLAN

LANDS OF

MICHAEL T SHEA SR. & MICHAEL T SHEA JR.

LOTS 1, 2, & 3
565 MAIN STREET
BURLINGTON, VERMONT

REV. NO.	REVISIONS/COMMENTS	DATE

DATE of Issue: 5/27/2025 Surveyed by: JBC/BLW
Drawn by: BLW Checked by: JBC
Project No.: 25108 Scale: 1" = 20'
Drawing No.: Rev No.:

C-1



WINDOWS FOR LIGHT AND VENTILATION - COMPLIANCE w/ CH. 18 OF BURLINGTON CODE OF ORDINANCES						
ROOM	SIZE	GLAZING		VENTILATION		REMARKS
		REQ. (8%)	CURRENT	REQ. (4%)	CURRENT	
BASEMENT						
BEDROOM 1	162 sq ft	13 sq ft	5 sq ft	6 sq ft	5 sq ft	WINDOW SIZES INADEQUATE. PROVIDE WINDOW WELL.
BEDROOM 2	147 sq ft	12 sq ft	3 sq ft	6 sq ft	3 sq ft	WINDOW SIZE INADEQUATE. PROVIDE WINDOW WELL.
BEDROOM 3	104 sq ft	8 sq ft	12 sq ft	4 sq ft	8 sq ft	SKYLIGHTS PROVIDE ADDITIONAL 12 SQ FT OF GLAZING AND 6 SQ FT OF VENTILATION
FIRST FLOOR						
BEDROOM 4	132 sq ft	11 sq ft	26 sq ft	5 sq ft	13 sq ft	
BEDROOM 5	236 sq ft	19 sq ft	51 sq ft	9 sq ft	25 sq ft	
BEDROOM 6	187 sq ft	15 sq ft	51 sq ft	7 sq ft	25 sq ft	
SECOND FLOOR						
BEDROOM 7	131 sq ft	10 sq ft	26 sq ft	5 sq ft	13 sq ft	
BEDROOM 8	133 sq ft	11 sq ft	26 sq ft	5 sq ft	13 sq ft	
BEDROOM 9	134 sq ft	11 sq ft	23 sq ft	5 sq ft	11 sq ft	
BEDROOM 10	132 sq ft	11 sq ft	23 sq ft	5 sq ft	11 sq ft	
THIRD FLOOR						
BEDROOM 11	99 sq ft	8 sq ft	14 sq ft	4 sq ft	7 sq ft	
BEDROOM 12	122 sq ft	10 sq ft	7 sq ft	5 sq ft	3 sq ft	WILL BE IN COMPLIANCE ONCE EXISTING DOOR IS REPLACED

565 MAIN STREET

BURLINGTON, VT

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DUNCAN • WISNIEWSKI ARCHITECTURE
A Professional Corporation

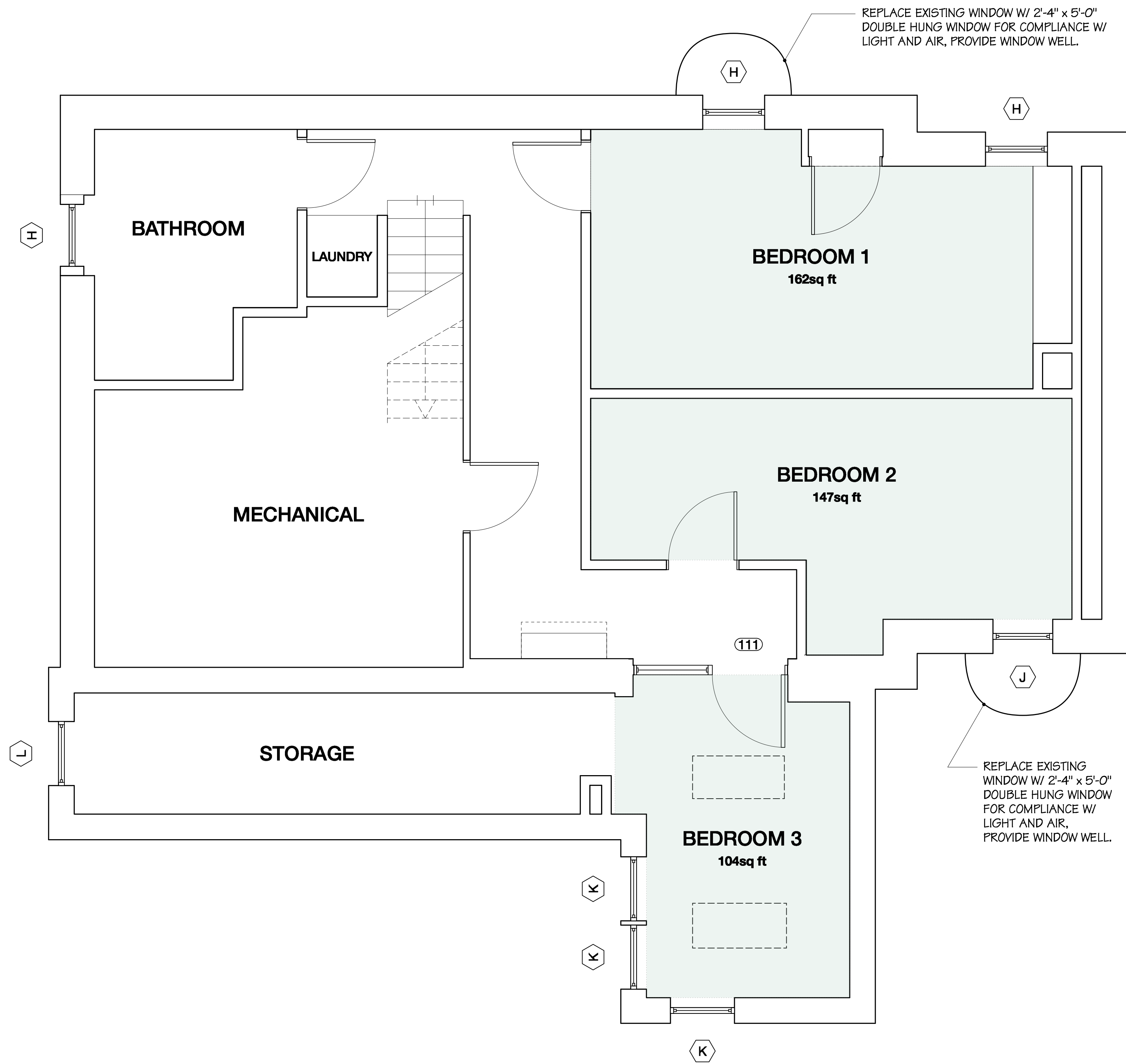
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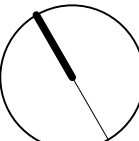
Duncan
Wisniewski
ARCHITECTURE

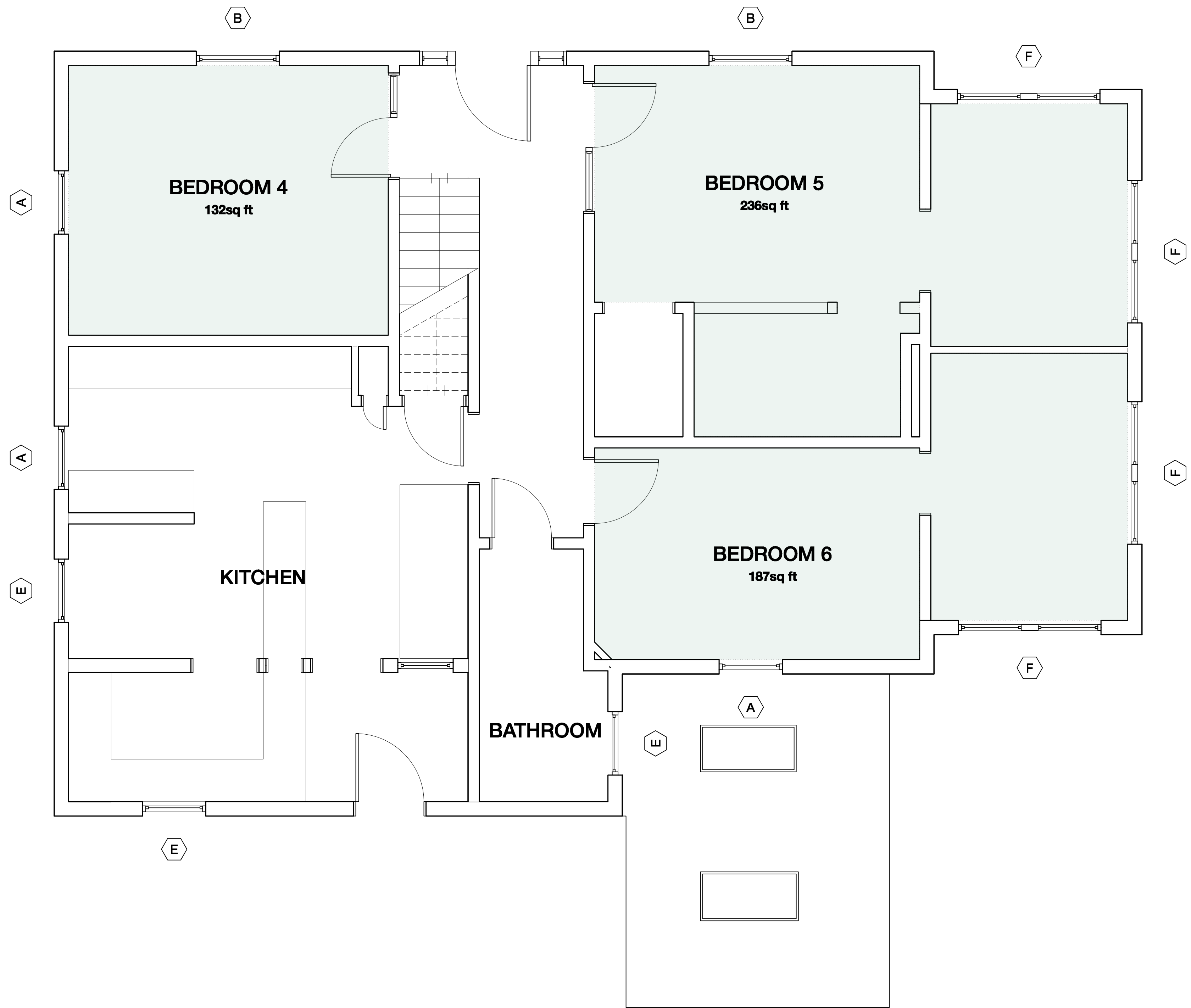
110 WEST CANAL ST, SUITE 302
WINOOSKI, VERMONT 05404
T: 802.864.6693

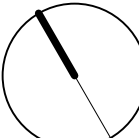
DATE: 04.14.2025
DRAWN: TC

A0-0.0



 **BASEMENT FLOOR PLAN**
Scale: 3/8" = 1'-0"



 **FIRST FLOOR PLAN**
Scale: 3/8" = 1'-0"

565 MAIN STREET
BURLINGTON, VT

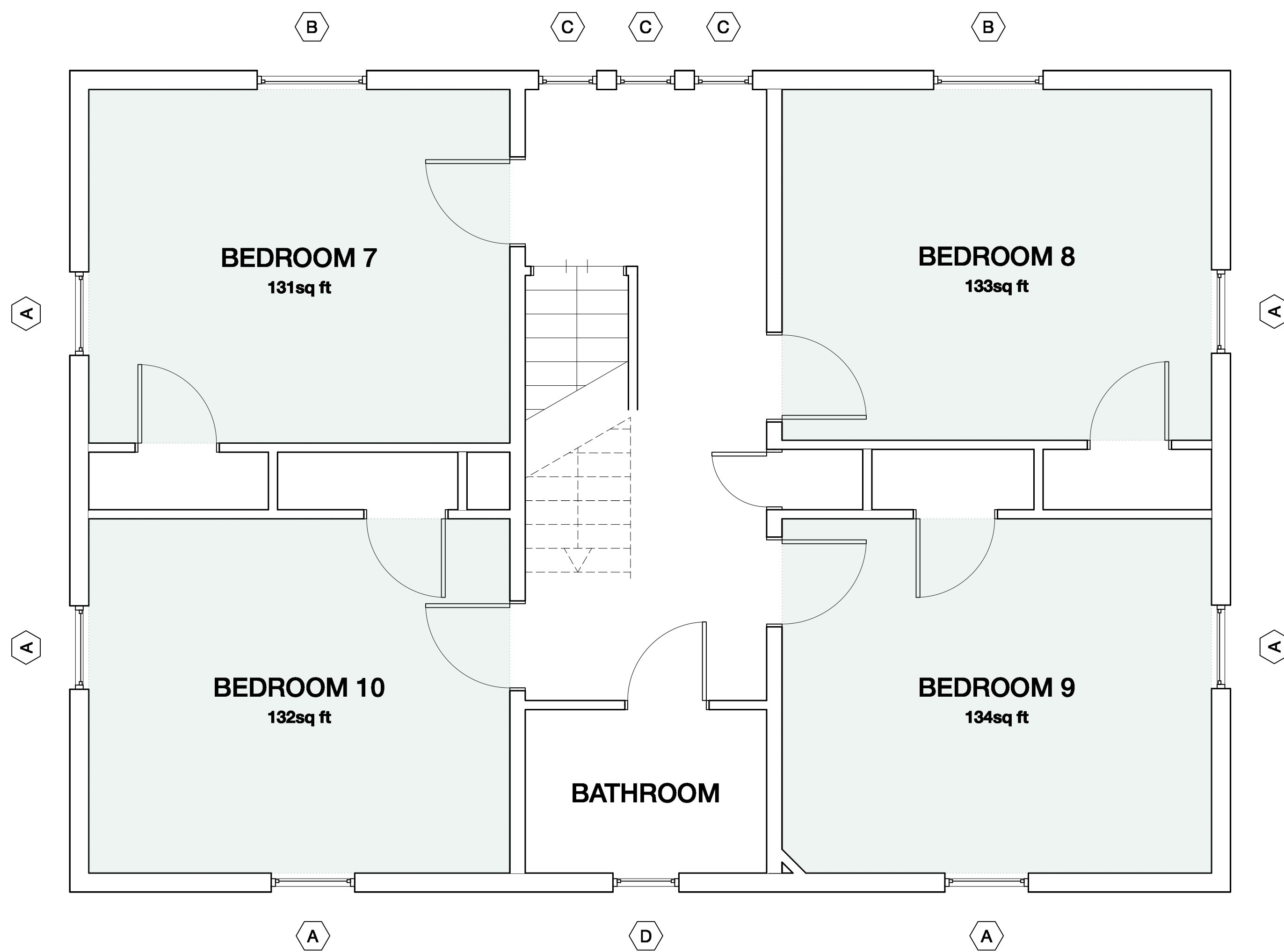
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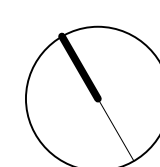
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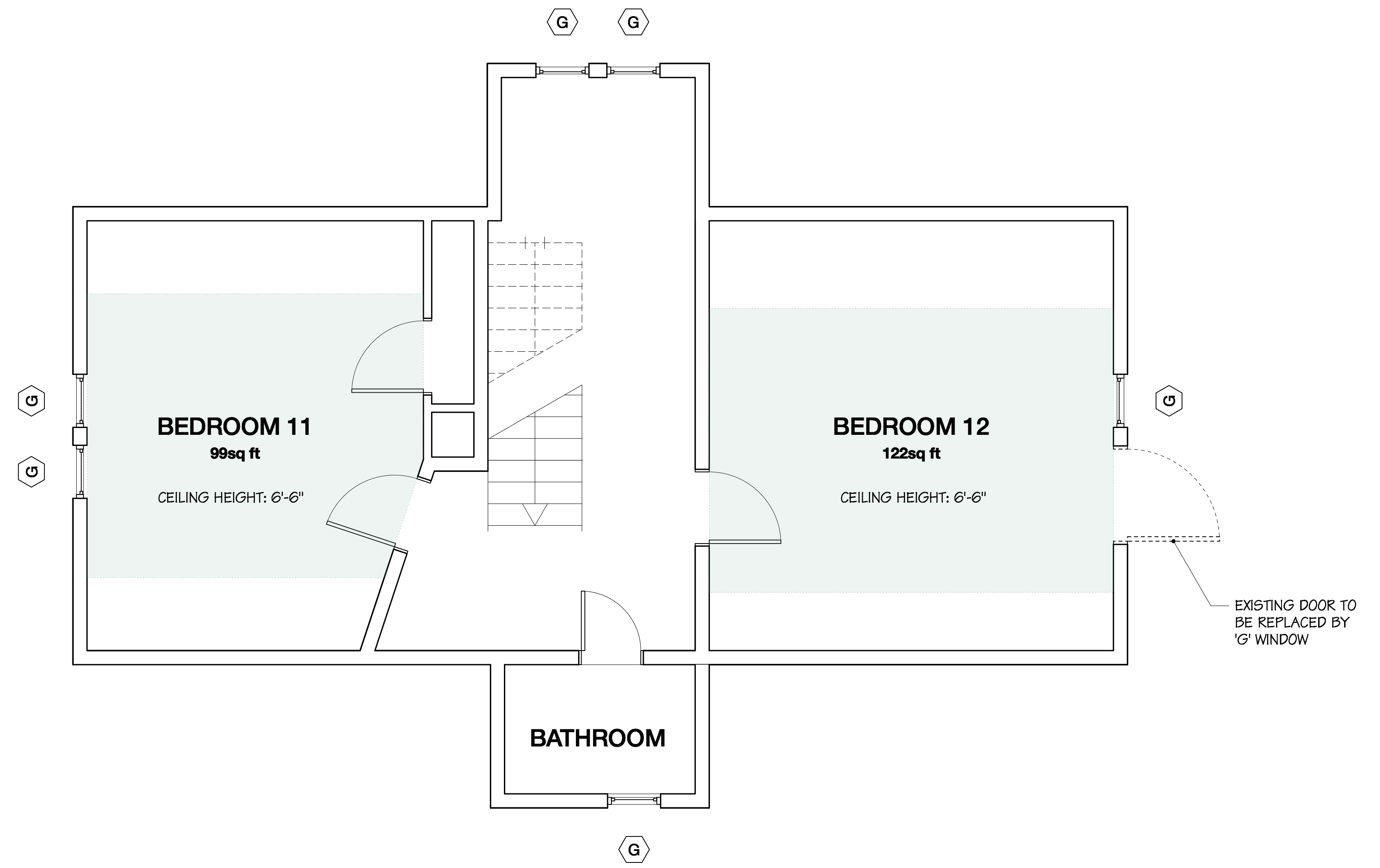
**Duncan
Wisniewski** 
ARCHITECTURE
110 WEST CANAL ST, SUITE 302
WINOOSKI, VERMONT 05404
T: 802.864.6693

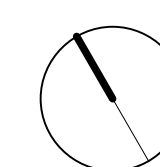
DATE: 04.14.2025
DRAWN: TC

A1-1.0



 **SECOND FLOOR PLAN**
Scale: 3/8" = 1'-0"



 **THIRD FLOOR PLAN**
Scale: 3/8" = 1'-0"

565 MAIN STREET
BURLINGTON, VT

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ZONING PERMIT

**Duncan
Wisniewski** 
ARCHITECTURE
110 WEST CANAL ST, SUITE 302
WINOOSKI, VERMONT 05404
T: 802.864.6693

DATE: 04.14.2025
DRAWN: TC

A1-2.0

Unit Features

Essential Double Hung: ESDH

For applicable certification and code information, refer to the Introduction and Product Performance chapter.

Frame and Sash:

- The frame and sash exteriors are made of Ultrex®, an advanced fiber reinforced material that is resistant to thermal conductance.
- Exterior colors: Stone White, Pebble Gray, Bronze, Cashmere, Gunmetal, or Ebony.
- Interior coating meets all the requirements in Stone White, Bronze, Gunmetal, Ebony.
- Split finishes are not available on Dark Interior option. Only Bronze interior/Bronze exterior, Gunmetal interior/Gunmetal exterior, and Ebony interior/Ebony exterior combinations are available for dark interior options.

Frame:

- Composite frame thickness is 1 3/8", (35). Frame width is 3 3/32", (79). Flat bottom sill with 11 degree bevel. Ultrex is .065"-070" (2) thick.

Sash:

- Composite sash thickness is 15/16" (24). Ultrex is .065" - .070" (2) thick. Sash can be replaced by cannot be re-glazed.
- Cottage style unit: Sash divided 2/5 over 3/5.
- Oriel style unit: Sash divided 3/5 over 2/5.

Jamb Extension:

- 2" (51) is standard
- 4 9/16" (116) and 6 9/16" (167) maintenance free jamb extension available
- Available in Stone White, Bronze, Gunmetal, or Ebony. Default color will match the unit interior selection. Stone White jamb extension is available for all unit interior color selections.

Hardware:

- Balance system is a coil spring block and tackle system
 - Nylon cord and steel locking shoe
- High pressure zinc die cast check rail lock and keeper.
 - Lock employs a cam-lock mechanism
 - Two locks on rough openings over 30" (762) wide
- Cam Lock, Keeper and Fastener Default Color: Stone White for Stone White Interior, Oil Rubbed Bronze for Bronze Interior, Matte Black for Ebony Interior.
 - Optional Stone White, Almond Frost, Brass, Satin Nickel, Matte Black, and Oil Rubbed Bronze hardware finishes available
- Tilt Latches, Top Sash Pull and Sash Lift will match the unit interior color (Stone White, Bronze, Gunmetal, or Ebony).
- Bottom Sash employs tilt latches to allow for easy tilting of sash
- Optional factory applied Window Opening Control Device is available in Black, White, or Gunmetal color finish. (min size: 17 27/32" (453) x 24" (610) - max size: 36" (914) x 71 1/8" (1807))
- ABS sash travel limiter is available for field application with Stone White or Matte Black screws.
- Non-operable lock is available for field application. Available colors: Stone White, Almond Frost, Brass, Oil Rubbed Bronze, Satin Nickel, Matte Black.

Installation:

- Factory applied folding nailing fin
- Optional through jamb installation method with brackets

Glazing:

- Dual-pane units are manufactured with an 11/16" (17) IG with Low E2, E3, E1, E3/ERS, or no coating including argon gas or air fill.
- Tempered glass and/or obscure glass, and California Fire glass (annealed exterior and tempered interior glazing configuration) are available as an option.
- The glazing seal is a silicone bedding on the exterior surface, and vinyl glazing seal on the interior surface.
- The perimeter spacer default color is mill finish (stainless). An optional black perimeter spacer color is available for all unit interior color selections.
- STC/OITC values are available for 3.1 mm thickness glass.
 - Optional 3.1/4.7 STC/OITC Upgrade glass is available. See the Product Performance chapter for STC and OITC ratings.
- Decorative glass options include frost, glue chip, rain, reed, narrow reed and tinted (bronze, gray or green).
 - Decorative glass is not available with Low E3/ERS or STC/OITC.

Unit Features Continued

Weather Strip:

- Sill is foam filled vinyl bulb. Color: Black
- Bottom sash is sealed to the jambs using foam filled vinyl bulb. Color: Black.
- Top sash is sealed to the jambs using a hollow vinyl bulb. Color: stone white rigid/bulb for Stone White interior, black rigid/bulb for Ebony interior, Gunmetal rigid/black bulb for gunmetal interior, and Bronze rigid/black bulb for Bronze interior.
- Check rails are sealed using rigid vinyl with flexible seal. Top sash check rail cover is black. Bottom sash check rail cover will match the unit interior color (Stone White, Bronze, Gunmetal, or Ebony).

Screen:

- Roll formed aluminum frame with corner key construction
- Available in finish to match the exterior Ultrex frame color
- Charcoal color fiberglass (non-corrosive) screen cloth.
- Spring loaded pins for installation.
- Available in standard full screen or optional half screen

NOTE: Screen bar added when frame OM (height) is equal to or greater than 47 1/2" (1207)

Grilles-Between-The-Glass (GBG):

- 23/32" (18) contoured aluminum bar placed between two panes of glass
- Pattern: Standard rectangular pattern, optional 6 or 9 lite Prairie cut, or Cottage style cut on Double Hung
- Exterior Colors: Stone White, Pebble Gray, Bronze, Cashmere, Gunmetal, or Ebony
- Interior Colors: Stone White, Bronze, Gunmetal, or Ebony (matches unit interior color).
- Not available with tinted glass.

Accessories:

- Field Applied: J-Channel, a 1" (25) or 3" (76) frame expander, Flush Fin installation kit
- Factory Applied: Sheet rock return for 1/2" (13) or 5/8" (16) drywall, a 3/4" (19) receiver, a frame filler or a flush fin.
- Sheet rock return and 3/4" receiver color options: Stone White, Bronze, Gunmetal, or Ebony. Default color will match unit interior selection. Stone White sheet rock return and 3/4" receiver are available for all unit interior color selections.

Exterior Casing:

- Non-integral to the unit
- Fastened to the exterior wall with barb and kerf: 2" brick mould as a full surround or with sill nosing
- 3 1/2" flat casing available as full surround or with sill nosing
- Available with 1" ranch style and header overhang

Mulling:

- For mull performance, refer to the Essential Mulling Chapter of the ADM.
- Mull kits are available for field assembly. Kits include instructions, mull covers, mull plugs and brackets

Egress and Vent Measurements: Equal Sash

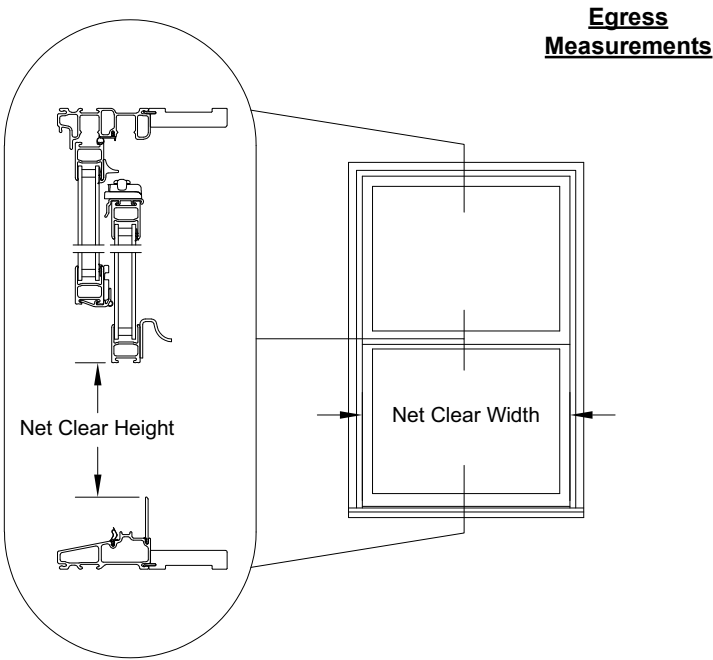
CN	Clear Opening Width		Clear Opening Height		Egress Opening		Floor to Sill Height		Vent Opening	
	ft - in	mm	ft - in	mm	ft ²	m ²	ft-in	mm	ft ²	m ²
1620	1-2 9/16	(370)	0-7 7/32	(183)	0.73	(0.07)	5-0 5/8	(1540)	0.73	(678)
1626	1-2 9/16	(370)	0-10 7/32	(259)	1.03	(0.10)	4-6 5/8	(1388)	1.03	(960)
1630	1-2 9/16	(370)	1-1 7/32	(336)	1.34	(0.12)	4-0 5/8	(1236)	1.34	(1242)
1636	1-2 9/16	(370)	1-4 7/32	(412)	1.64	(0.15)	3-6 5/8	(1083)	1.64	(1524)
1640	1-2 9/16	(370)	1-7 7/32	(488)	1.94	(0.18)	3-0 5/8	(931)	1.94	(1806)
1646	1-2 9/16	(370)	1-10 7/32	(564)	2.25	(0.21)	2-6 5/8	(778)	2.25	(2087)
1650	1-2 9/16	(370)	2-1 7/32	(640)	2.55	(0.24)	2-0 5/8	(626)	2.55	(2369)
1656	1-2 9/16	(370)	2-4 7/32	(717)	2.85	(0.26)	1-6 5/8	(474)	2.85	(2651)
1660	1-2 9/16	(370)	2-7 7/32	(793)	3.16	(0.29)	1-0 5/8	(321)	3.16	(2933)
1666	1-2 9/16	(370)	2-10 7/32	(869)	3.46	(0.32)	0-6 5/8	(169)	3.46	(3215)
2020	1-8 9/16	(522)	0-7 7/32	(183)	1.03	(0.10)	5-0 5/8	(1540)	1.03	(958)
2026	1-8 9/16	(522)	0-10 7/32	(259)	1.46	(0.14)	4-6 5/8	(1388)	1.46	(1356)
2030	1-8 9/16	(522)	1-1 7/32	(336)	1.89	(0.18)	4-0 5/8	(1236)	1.89	(1754)
2036	1-8 9/16	(522)	1-4 7/32	(412)	2.31	(0.22)	3-6 5/8	(1083)	2.32	(2152)
2040	1-8 9/16	(522)	1-7 7/32	(488)	2.74	(0.25)	3-0 5/8	(931)	2.74	(2550)
2046	1-8 9/16	(522)	1-10 7/32	(564)	3.17	(0.29)	2-6 5/8	(778)	3.17	(2948)
2050	1-8 9/16	(522)	2-1 7/32	(640)	3.60	(0.33)	2-0 5/8	(626)	3.60	(3346)
2056	1-8 9/16	(522)	2-4 7/32	(717)	4.03	(0.37)	1-6 5/8	(474)	4.03	(3744)
2060	1-8 9/16	(522)	2-7 7/32	(793)	4.46	(0.41)	1-0 5/8	(321)	4.46	(4142)
2066	1-8 9/16	(522)	2-10 7/32	(869)	4.88	(0.45)	0-6 5/8	(169)	4.89	(4539)
2620	2-2 9/16	(675)	0-7 7/32	(183)	1.33	(0.12)	5-0 5/8	(1540)	1.33	(1237)
2626	2-2 9/16	(675)	0-10 7/32	(259)	1.88	(0.17)	4-6 5/8	(1388)	1.88	(1751)
2630	2-2 9/16	(675)	1-1 7/32	(336)	2.44	(0.23)	4-0 5/8	(1236)	2.44	(2265)
2636	2-2 9/16	(675)	1-4 7/32	(412)	2.99	(0.28)	3-6 5/8	(1083)	2.99	(2779)
2640	2-2 9/16	(675)	1-7 7/32	(488)	3.54	(0.33)	3-0 5/8	(931)	3.55	(3294)
2646	2-2 9/16	(675)	1-10 7/32	(564)	4.10	(0.38)	2-6 5/8	(778)	4.10	(3808)
2650	2-2 9/16	(675)	2-1 7/32	(640)	4.65	(0.43)	2-0 5/8	(626)	4.65	(4322)
2656	2-2 9/16	(675)	2-4 7/32	(717)	5.20	(0.48)	1-6 5/8	(474)	5.21	(4836)
2660 E	2-2 9/16	(675)	2-7 7/32	(793)	5.76	(0.53)	1-0 5/8	(321)	5.76	(5350)
2666 E	2-2 9/16	(675)	2-10 7/32	(869)	6.31	(0.59)	0-6 5/8	(169)	6.31	(5864)
2820	2-4 9/16	(725)	0-7 7/32	(183)	1.43	(0.13)	5-0 5/8	(1540)	1.43	(1330)
2826	2-4 9/16	(725)	0-10 7/32	(259)	2.02	(0.19)	4-6 5/8	(1388)	2.03	(1883)
2830	2-4 9/16	(725)	1-1 7/32	(336)	2.62	(0.24)	4-0 5/8	(1236)	2.62	(2436)
2836	2-4 9/16	(725)	1-4 7/32	(412)	3.21	(0.30)	3-6 5/8	(1083)	3.22	(2989)
2840	2-4 9/16	(725)	1-7 7/32	(488)	3.81	(0.35)	3-0 5/8	(931)	3.81	(3542)
2846	2-4 9/16	(725)	1-10 7/32	(564)	4.40	(0.41)	2-6 5/8	(778)	4.41	(4094)
2850	2-4 9/16	(725)	2-1 7/32	(640)	5.00	(0.46)	2-0 5/8	(626)	5.00	(4647)
2856	2-4 9/16	(725)	2-4 7/32	(717)	5.59	(0.52)	1-6 5/8	(474)	5.60	(5200)
2860 E	2-4 9/16	(725)	2-7 7/32	(793)	6.19	(0.58)	1-0 5/8	(321)	6.19	(5753)
2866 E	2-4 9/16	(725)	2-10 7/32	(869)	6.78	(0.63)	0-6 5/8	(169)	6.79	(6306)

Replacement Window at
Bedroom 12 once door is
removed

New Basement Windows
at Bedrooms 1 & 2

Egress Measurements

Scale: NOT TO SCALE

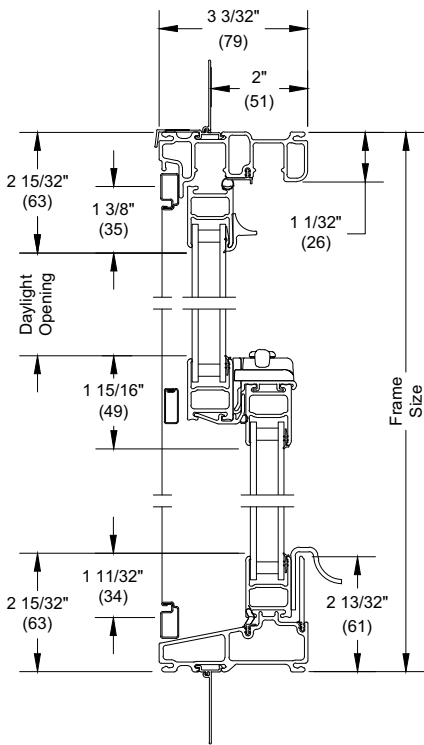


Code restrictions may vary depending on your local building codes.
For additional information contact your local code department for IBC and IRC requirements.

Single/Double Hung Egress Calculations for Custom Size Units		
Minimum Value for Net Clear Opening	Desired Dimension	Formula
20 Inch Width	Egress Opening Width (inches)	= Frame OM Width - 2.936
24 Inch Height	Egress Opening Height (inches)	= (Frame OM Height - 4.656) x SR)-2.215
5.7 Square Feet	Egress Opening Area (Sq Ft)	= (Egress Width x Egress Height) / 144
SR = the sash ratio of the smallest sash to overall glass height		

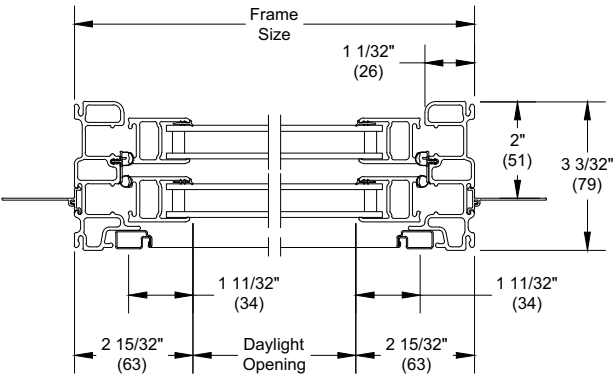
Section Details: Operator

Scale: 3" = 1' 0"

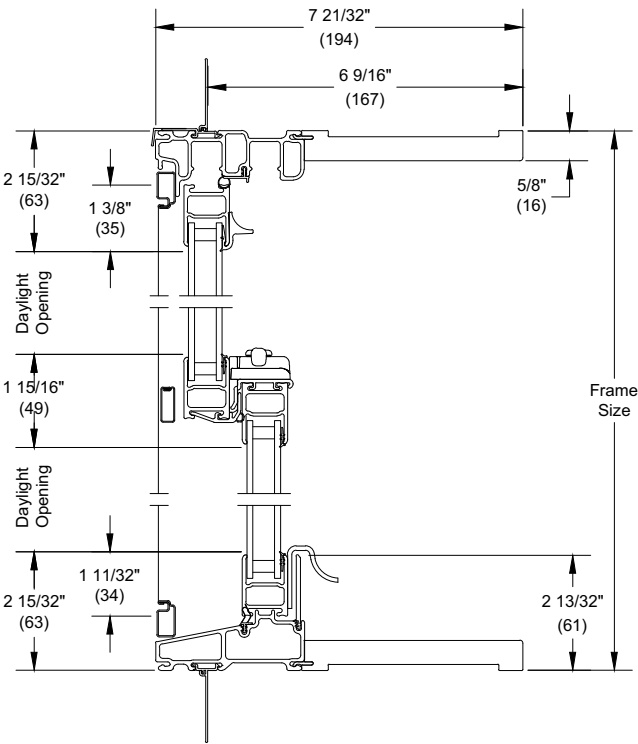


Head Jamb and Sill

Operating - 2" (51)

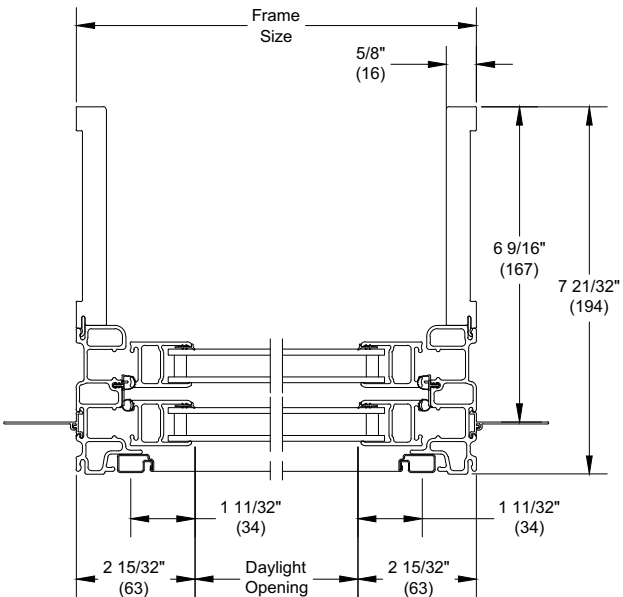


Jambs



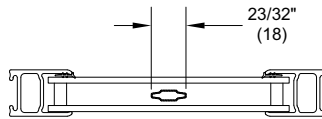
Head Jamb and Sill

Operating - 6 9/16" (167)



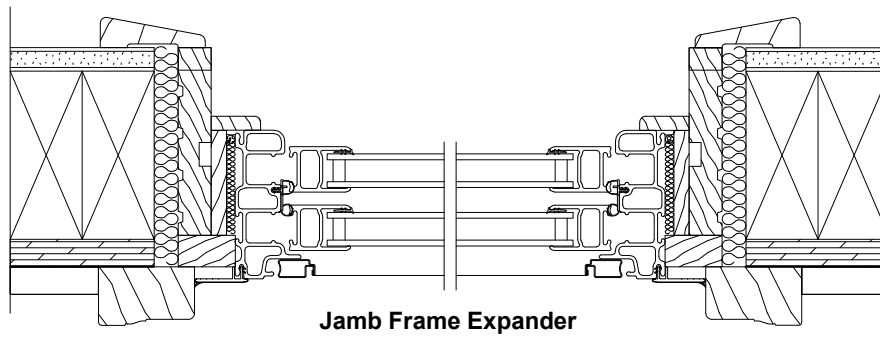
Jambs

NOTE: Units also available with 4 9/16" jamb. Same jamb extension profile as 6 9/16 jamb extension shown.

Section Details: Divided Lite Options**Divided Lite Options****Notes:**

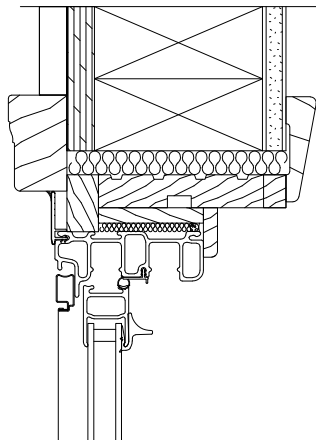
- Rectangle GBGs for special size units will default to the next smaller standard size lite pattern. Also available will be Prairie patterns, Cottage patterns, and customer specified equal rectangular lite patterns.
- Prairie available in 9 lite and 6 lite top, bottom, left, and right patterns.
- Cottage GBGs for special sizes units will default to the next smaller standard size lite pattern. Cottage GBGs are also available in customer selected lite patterns.
- Minimum DLO measurement for equal lite GBG option is 3" (76) and will be validated by OMS.
- Standard DLO measurement for Prairie GBG options is 4" (102). Special DLO corners are n/a.
- Standard DLO height measurement for Cottage GBG option is 10" (254). Minimum DLO height is 3" (76) for both one and two high patterns.

Installation Suggestions - Frame Expander

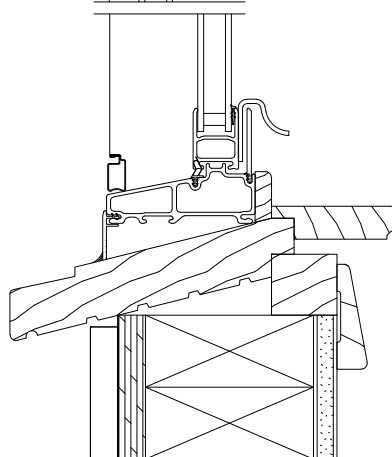


Jamb Frame Expander

Head Jamb Frame Expander



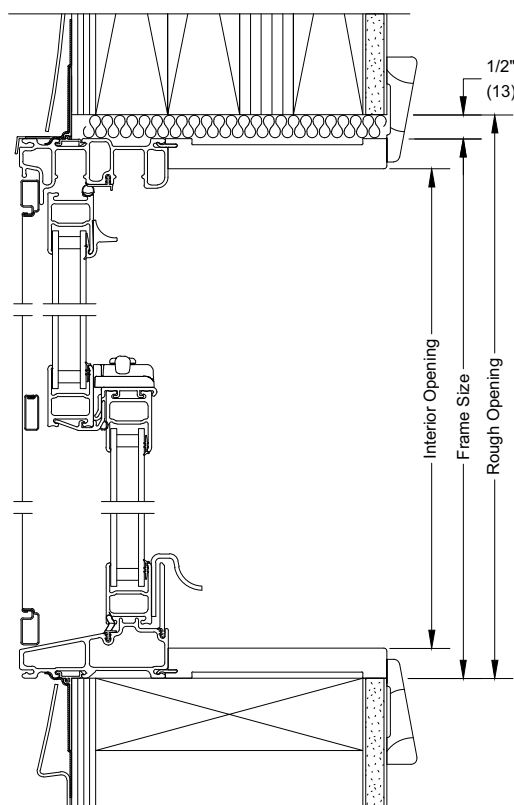
Sill Frame Expander



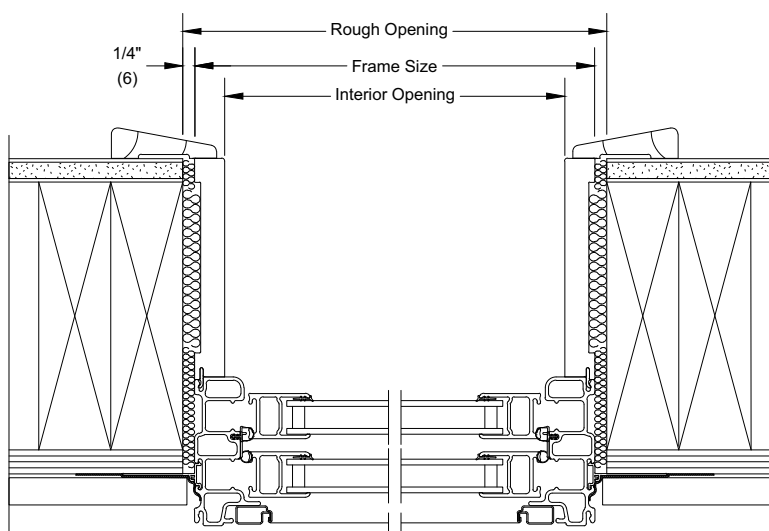
NOTE: Insert Application Type shown.

Installation Suggestions: Vinyl Siding with 2x6 Frame Construction

Scale: 3" = 1' 0"



Head Jamb and Sill



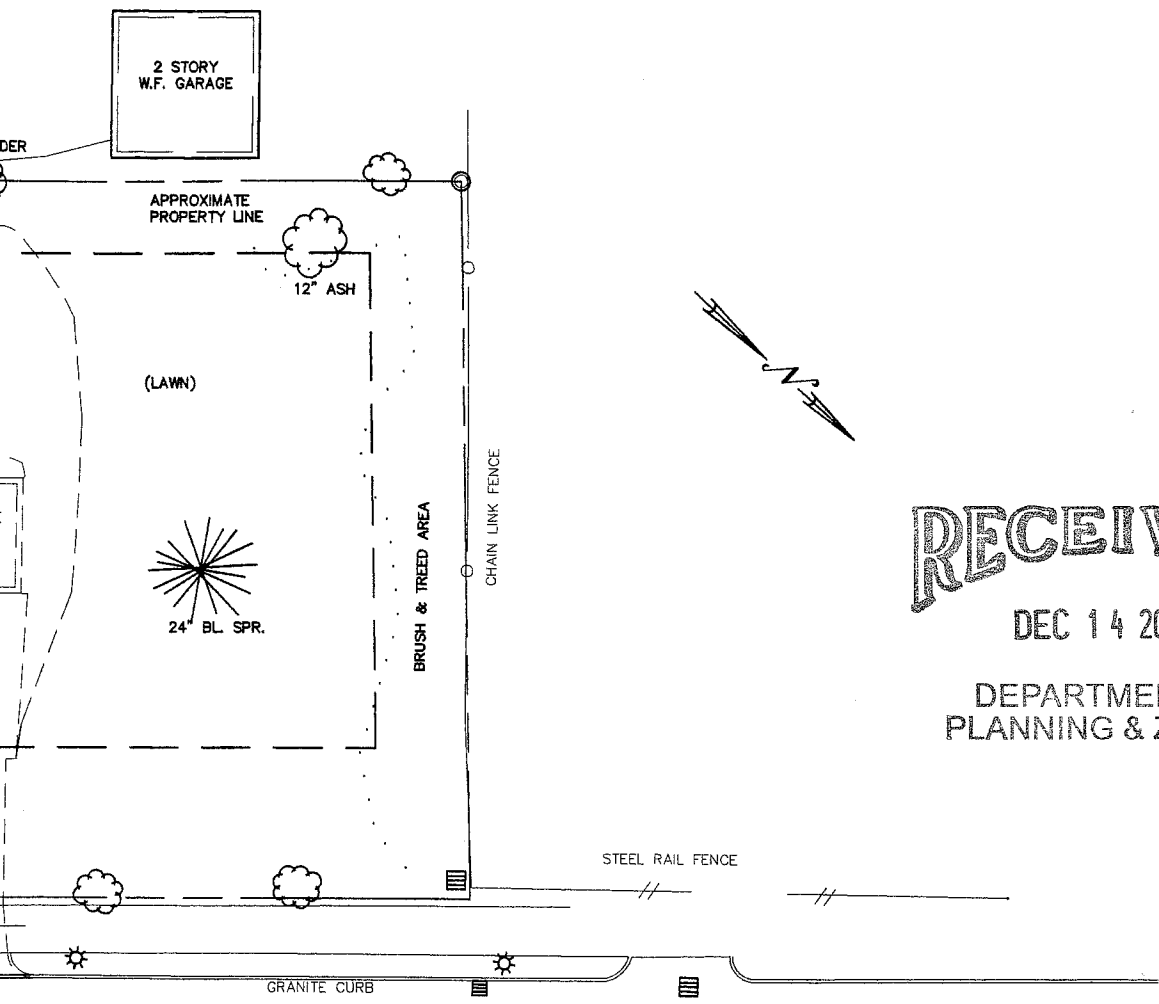
Jambs

NOTE: Shown with optional jamb extension and J-channels. Picture unit installation similar.

The above wall sections represent typical wall conditions, these detail are not intended as installation instructions.

Please refer to the installation instructions provided with the purchased units.

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RECEIVED

DEC 14 2006

DEPARTMENT OF
PLANNING & ZONING

⑤

SLAND

TREET

EXISTING SITE DATA:
& REMOVAL
WORKSHEET 2/16/05
06006
DOUG PARKER
SCALE: 1" = 20'

CCE CROSS
CONSULTING ENGINEERS, P.C.
103 Fairfax Rd.
St. Albans, Vermont 05478
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Cross Consulting Engineers, P.C.

Tel. 802-524-2113
Fax. 802-524-8681

PROJECT:
DATE:
DESIGN:
DRAWN:
CHECKED:
APPROVED:
SCALE:
FIELD BOOK:

Department of Permitting & Inspections

Zoning Division
645 Pine Street
Burlington, VT 05401
Telephone:(802) 865-7188

William Ward, Director
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Garret King, Associate Planner
Joseph Cava, Permit Technician
Collin Miller, Code Compliance Officer
Vacant, DPI Administrator



TO: Development Review Board
FROM: Garret King
DATE: July 15, 2025
RE: ZAP-25-2; 172 North Willard Street

=====

Dear members of the DRB

Under Sec. 12.2.2 (b) the Comprehensive Development Ordinance states “The DRB shall set a date and place for a public hearing of an appeal under this ordinance, which shall be within sixty (60) days of the filing of the notice of such appeal with the administrative officer pursuant to (a) above. The board shall give public notice of the hearing in accordance with Section 2.6.2 hereof.” The following has led to this appeal coming before you today.

This appeal was considered complete on April 7th and was originally scheduled for May 6th. On April 8th the appellant requested to bump this out an additional month so that they could get a new survey and additional documents, the appeal was then scheduled for June 3rd. On April 17th the appellant requested the appeal hearing to be moved to a July meeting to give time for their surveyor to access records. The option for the July 1st or July 15th meetings was given on April 18th and on May 5th the appellant stated they would take the 1st. Following that confirmation on May 15th the appellant sent an email requesting to be “temporarily removed” the DRB agenda until they received a response from other city officials/departments. This temporary removal from the schedule was granted. On May 21st the official response from the City Attorney’s Office was given, and on May 22nd Mr. Purvis was informed this appeal was returned to the July 1st DRB meeting agenda. On May 22nd Mr. Purvis stated that he was no longer able to attend the July 1st meeting. On May 29th this appeal was moved back one meeting to the July 15th meeting. On May 29th Mr. Purvis stated that we would not be able to attend the July 15th meeting. On June 11th Mr. Purvis made a written request to the DRB for deferral.

The appellant for ZAP-25-2 has requested deferral for the hearing of this appeal until the second meeting in August. The second meeting in August is scheduled for August 19th.

-Staff Garret King

Department of Permitting & Inspections

Zoning Division
645 Pine Street
Burlington, VT 05401
Telephone: (802) 865-7188

William Ward, Director
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TO: Development Review Board
FROM: Garret King
DATE: July 15, 2025
RE: ZAP-25-2; 172 North Willard Street

=====

Note: These are staff comments only; decisions on projects are made by the Development Review Board, which may approve, deny, table or modify any project. THE APPLICANT OR REPRESENTATIVE MUST ATTEND THE MEETING.

Zone: RL Ward: 1

Owner/Applicant: Melanie Jannery

Date application accepted: 3/16/2025
Decision Date of Administrative Approval: 3/20/2025
Date of Administrative Appeal: 4/2/2025
Appellant: Luke Purvis

Request: Appeal of zoning administrative approval (ZP-25-83) to construct a deck addition for the installation of ADA accessible ramps for rear exits, add a tool shed, and replace the front door, and screen doors.

Background Information:

The appellant is appealing an administrative approval of an application to expand a rear deck with an ADA ramp, along with a tool shed, front door replacement, and screen doors. All proposed site changes were approved on March 20th 2025. The appeal was completed April 4th and is considered timely.

The appellant points to language in the property deed as to why they feel this application should have been denied.

Recommendation: Uphold administrative approval as per the following findings.

I. Findings

The subject application was filed March 16th, 2025 and was made complete on March 17th, 2025. On March 18th review of the application took place, and the application was administratively approved March 20th, 2025 per the following:

Sec. 4.4.5 Residential Districts **(b). Dimensional Standards**

Table 4.4.5-1 Lot Size, Frontage, Setback, and Lot Coverage Standards in Residential Districts

District	Min. Lot Frontage ^{2,3,4,5} (linear feet)	Setbacks ^{1,6,7,8,9}			Lot Coverage ^{1,10}
		Front	Side	Rear	
Residential Low (RL)	30'	Min: Avg. of front setback 2 adjacent lots on both sides +/- 5 feet Max required: 25 ft	Min: 10% of lot width or avg. of side setback of 2 adjacent lots on both sides Max required: 20 ft	20 ft.	45%
Residential Medium (RM)				15 ft.	55%
Residential High (RH)	N/A	80%			
Residential Corridor (RC)	N/A	Min required: 5 ft Max permitted: 20 ft		80%	

Lot coverage is currently at 38.5% with a proposed coverage of 44.26% with the ADA ramp exempt under Sec. 5.2.3 (b) 8.

Sec. 5.2.5 Setbacks

(b) Exceptions to Yard Setback Requirements:

2. Building and Site Features. Building and site features outside of the building envelope, including but not limited to eaves, sills, roof overhangs, cornices, steps to first floor and basement entries, window wells, walkways, ramps for people with disabilities, fences and walls may project into a required yard setback. Such projecting building features are subject to construction material and building opening restrictions as established in the effective Building Code.

The proposed ADA ramp is proposed to allow for increased accessibility needs that are required by the household members.

5. Accessory Structures and Parking Areas: Accessory structures no more than fifteen (15) feet in height, parking areas, and driveways may project into a required side and rear yard setback provided they are no less than five (5) feet from a side or rear property line where such a setback is required.

The proposed setback from side property lines would be 15ft for the deck, and 15ft for the shed, conforming with the minimum 5ft side yard setback.

The appellant asserts that due to language in the deed the proposed application should be denied. According to the appellant the deed states “It is a condition of this deed that no buildings will be erected on the herein conveyed premises within 15’ feet of the south line of said herein conveyed premises.” Based on this deed the appellant wants to see the application denied as the new ADA ramp and stairs off of the deck are proposed to be constructed within 15ft for the shared property line noted in the deed.

In summary, there are no regulations in the CDO that grant the ability to limit development based on a property deed. The application was approved as the proposed new shed and deck expansion with an ADA ramp complies with the setback and lot coverage requirements in the CDO.

Recommended Motion

Uphold the administrative approval.

-NOTE-

ANY MODIFICATION OR DEVIATIONS FROM THESE PLANS REQUIRE ZONING APPROVAL PRIOR TO CONSTRUCTION. ALL ERRORS IN DIMENSIONS, PLANS, OR DETAILING ARE FULLY THE RESPONSIBILITY OF THE APPLICANT/OWNER.

FINAL APPROVAL

SIGNED Walter Duff DATE 3/20/2025
ZONING PERMIT # ZP-25-83
REVIEWED BY GK
DEPARTMENT OF PERMITTING & INSPECTIONS
BURLINGTON VERMONT

New deck with ADA ramp, new shed, replace front doors

172 North Willard Street, Burlington Vermont PERMIT PROPOSAL

Deck Addition with Stairs and ADA Accessible Ramp, Tool Shed, Screen Doors

Description of Proposed Work

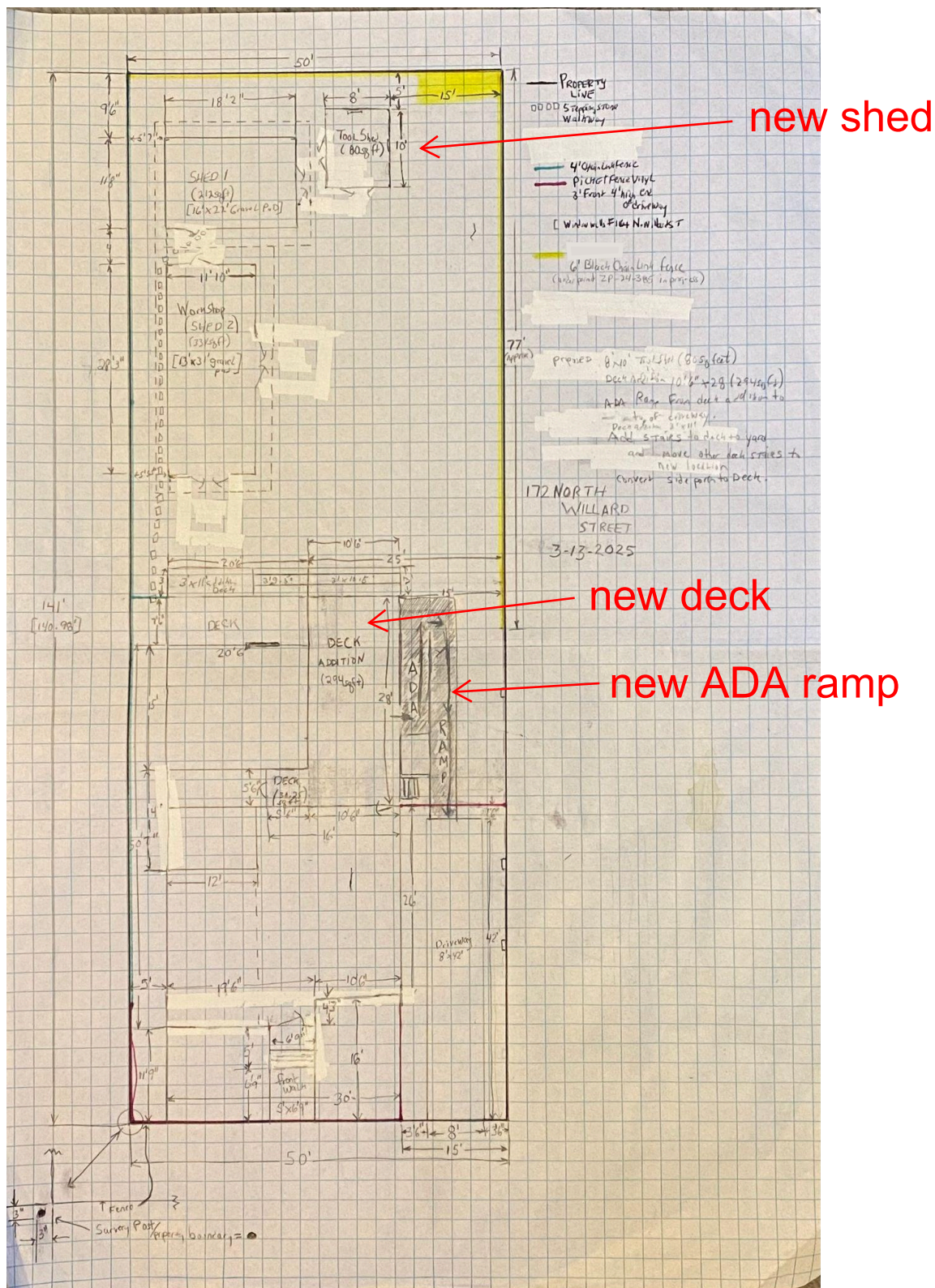
172 North Willard Street, Burlington Vermont						
Coverage Calculations Included						
Convert rear of house to include ADA Accessible exits to foster greater independence and support ongoing accessibility needs for disabled and aging household members						
Existing exits include 1 back door that exits to steps, 1 side door that exits onto 5.5' wide open side porch, 1 rear door exits onto 7' x 20' wooden deck with deck stairs						
5.5' x 5.5' Existing Open Side Porch will be converted to Deck (30.25 sq ft).						
10.5' x 28' Deck Addition will connect to existing deck and side door (converting 30.25 sq ft to Deck) and will connect to one ADA Accessible Ramp leading to driveway						
5' x 10' Rear Stepping Stone Walkway and Existing back stairs will be removed for installation of Deck Addition						
Existing Deck Stairs will be placed by Top of Driveway 3' x 4' (12 sq ft)						
2nd Set of Deck Stairs will exit into back yard 3' x 10.5' (31.5 sq ft)						
Extend existing deck <addition> (3' x 11') /adjust railing, add stairs 3' x 9.5' = 3' x 20.5 total (61.5 sq ft)						
ADA Accessible Ramp from Deck to Driveway will be built according to standards, ensuring a minimum 36" between railings per 5.2.3 (b) and will not use lot coverage						
ADA Accessible Ramp will have minimum declining grade 1" per 12"						
10' x 8' (< 15' in height) Tool Shed on gravel and/or blocks at 5' rear setback and 15' from southern property boundary						
Install 32" x 81" Screen (Seasonal) Rear Exit Door						
Install 36" x 81" Screen (Seasonal) Rear Side Exit Door						
Install new 36" x 81" Front Door (no dimension change / needs repair/replacing)						
Install new 36" x 81" Front Seasonal/Screen Door (no dimension change / needs repair/replacing)						
Existing walkways and window wells have been moved to the 10% with related adjustments made for calculations to align with the Ordinance						
- note added to site plan of actual placement of fence approx 3 inches inside property boundary marker						

Deck height will remain at 25" to a max 27" with slight grade at property

Lot Coverage Calculations

		Existing total	Proposed total	Existing 35%	Existing 10%	Proposed 35%	Proposed 10%***
House (294' was rebuilt in 2015)	see site plan	1228	1228	1228		1228	
Driveway	8' x 42'	336	336	336		336	
Front Walk	5' x 6.75'	33.75	33.75		33.75		33.75
Open Porch Front	5' x 6'	30	30		30		30
** Open Porch Side (Convert to Deck)	5.5' x 5.5'	30.25	30.25		30.25		30.25
** Rear Stepping Stone Walkway (Deck will replace)	5' x 10'	50	0		50		0
Wood Deck	7.5 x 20'	150	150		150		150
- will adjust existing railing to Deck Addition design							
** Deck Addition	10.5' x 28'		294				294
** Deck Stairs (will exit towards top of driveway)	3' x 4'	12	12		12		12
** ADA Deck Ramp exiting at Deck addition	36" minimum width between handrails		0			0	0
- will connect to Top of Driveway)							
Shed #1	11' 8" x 18' 2" (16' x 22' gravel pad = 352 sq ft)	352	352	352		352	
Workshop (Shed #2)	11' 10" x 28' 2" (13' x 31' gravel pad = 403 sqft)	403	403	403		403	
** Tool Shed on gravel and/or blocks (< 15' in height)	10' x 8'		80			80	
Stepping Stone Walkway on Gravel	2' x 32' stepping stone walkway on gravel alongside Shed #2	64	64	0	64	0	64
Stepping Stone Walkway on Grass	.5' x 16' stepping stone walkway on grass	8	8		8		8
2nd Set of Deck Stairs (will be exiting to backyard)	3' x 10.5'	0	31.5		0		31.5
Extend existing deck (3' x 11') /adjust railing/add stairs	3' x 20.5'		61.5				61.5
	3 pcs 12" x 46" with 7" x 36" hallowed out = 3(552 sq in - 252 sq in)/144" = 3(300 sq in)/144" = 900 sq in/144" = 6.25 Sq ft	6	6		6		6
Window Wells for #164 North Willard							
Total		2703	3120	2319	384	2399	721
Lot Size	50' x 141'	7050	7050	7050	7050	7050	7050
% Coverage		38.34%	44.26%	32.89%	5.45%	34.03%	10.23%
*** Note Bonus 10% is over slightly - overage will fall into the 35%							

Site Plan



Photos of Areas to Work



Red outlines the future Deck with stairs. Green outlines area of Deck ADA accessible ramp will be placed (ADA accessible ramp will lead to the top of driveway)

Dark Purple Outlines area where 10' x 8' Tool Shed will be placed (minimum 5' from rear property boundary and minimum 15' from southern property boundary)

Photos of Existing Deck & Low grade Steps, Side Porch to Convert, Steps to move



Deck Addition, Stairs, ADA Ramp

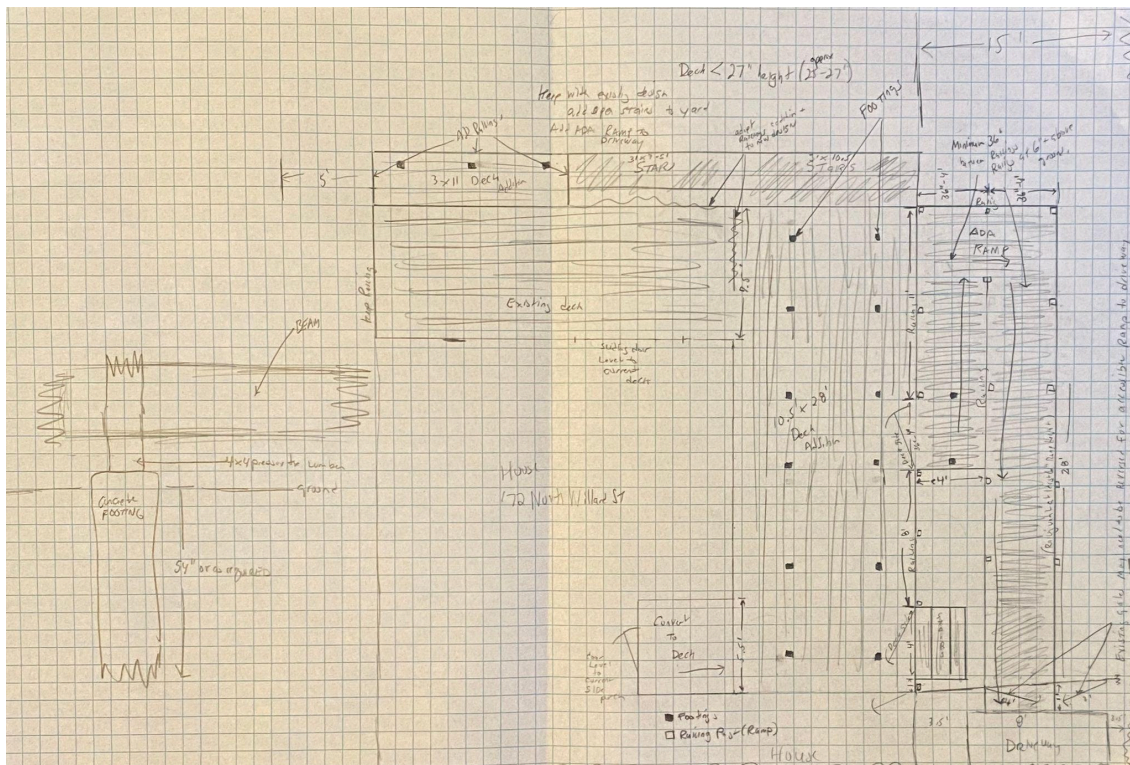
10.5' x 28' Deck Addition will connect the existing deck and side and rear doors, making the house fully accessible through the rear exit doors when this connects to an ADA accessible ramp.

Side Open Porch will be converted to Deck

2nd set of deck stairs will exit into back yard 3' x 10.5'(off larger addition) & 3' x 9.5' (existing deck area)

Extend existing deck <addition> 3' x 11' /adjust railing, add stairs (3' x 9.5' also above) = 3' x 20.5'

Deck Addition will be built on cement footings set below frost line (54") or as required. Deck framing will be of pressure treated lumber of similar design as existing pressure treated deck.



ADA Accessible Ramp Design will use standards as guide

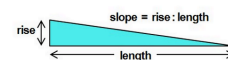
<https://www.access-board.gov/ada/guides/chapter-4-ramps-and-curb-ramps/>

Existing fence Gates at Driveway may need to be reversed to open onto Driveway and may need to be swapped to accommodate the ADA Ramp. We will keep with ADA Design requirements 1" to 12" minimum grade decline and minimum 36" width between handrails to keep with ADA Design. The deck height is anticipated at 25-27". To keep with ADA Design requirements we will exit the deck approx 14' from house onto Ramp which will go left towards back yard and begin the 1" per 12" minimum decline, ramp will lay flat at turn point, then turn towards driveway and begin the 1" to 12" decline again. Railings will be built along the ramp keeping 36" minimum between railings Ramp will continue to driveway to ensure a comfortable safe, level landing below the driveway gates 1'6" beyond existing gate onto the driveway. Our site plan reflects what the ADA ramp will look like and is designed with intention to ensure continued independence and ability to maintain living at home. Plan to continue to work with ADA non-profit professionals for guidance on standards and communicate with City staff as needed.

Slope and Cross Slope

[§405.2]

Slope represents the proportion of vertical rise to horizontal length and is specified in the Standards as a ratio (e.g., 1:12). It also can be expressed as a percentage, pitch, or in degrees. The running slope is to be uniform along a run, although slight variations may occur with certain materials such as concrete. No other changes in level other than the running slope (1:12 maximum) and cross slope (1:48 maximum) are permitted. Variations in slope, such as grade breaks within runs, can disrupt wheelchair travel.

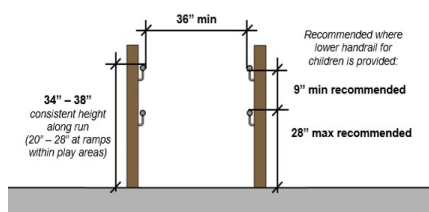
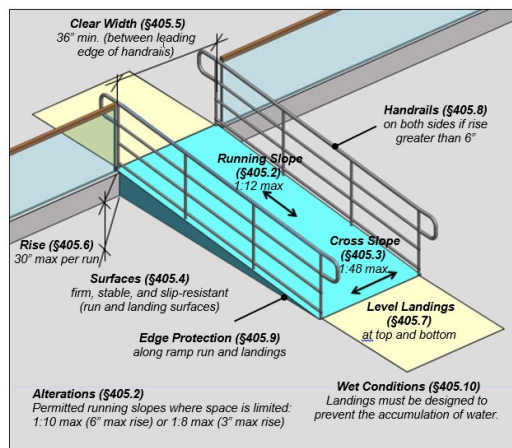
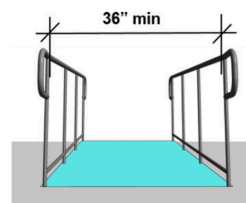


Recommendation: Providing the least possible slope below the 1:12 (8.33%) maximum offers better usability for a wider range of users. Specifying a running slope of 7.5% maximum and a cross slope of 1.5% maximum for exterior ramps will accommodate most irregularities or variances due to construction methods or materials according to a study sponsored by the Board ("Dimensional Tolerances in Construction and for Surface Accessibility" by David Kent Ballast.)

Clear Width

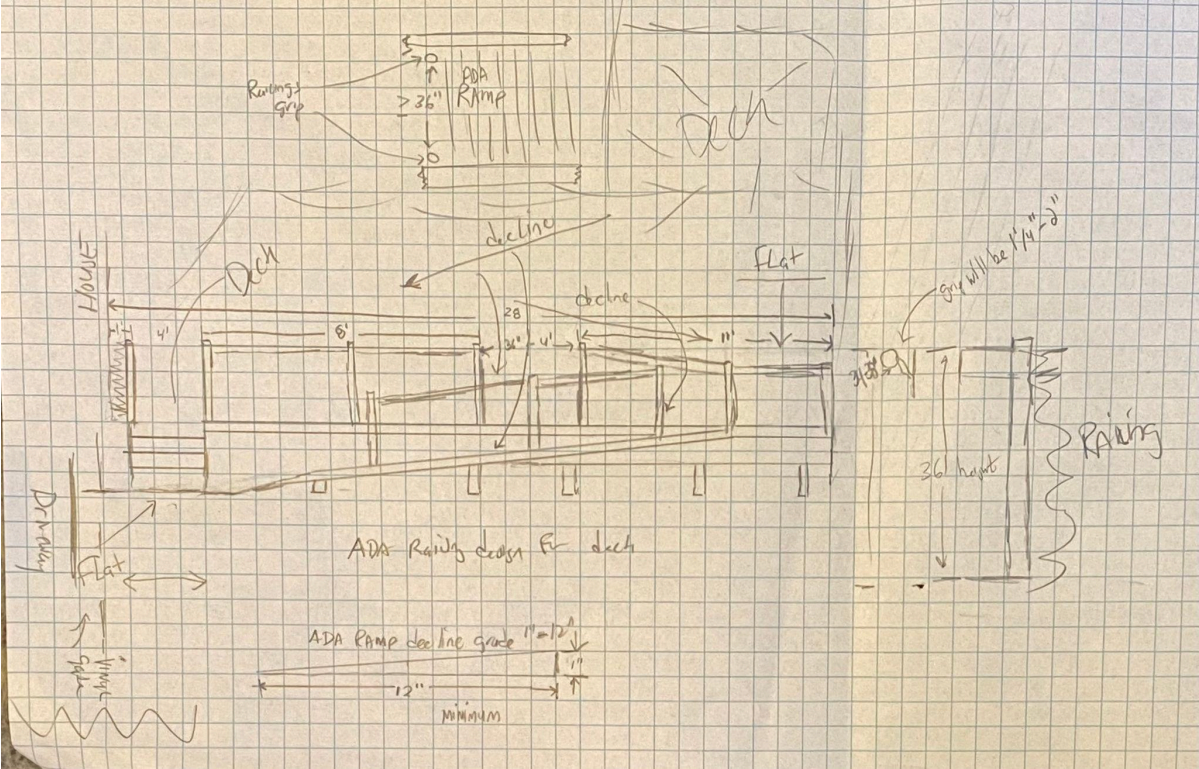
[§405.5]

Ramp runs must have a clear width of 36" minimum (measured between handrails where provided). The width of ramps that are part of a means of egress may further be determined by applicable life safety codes and requirements for minimum exit widths greater than 36".



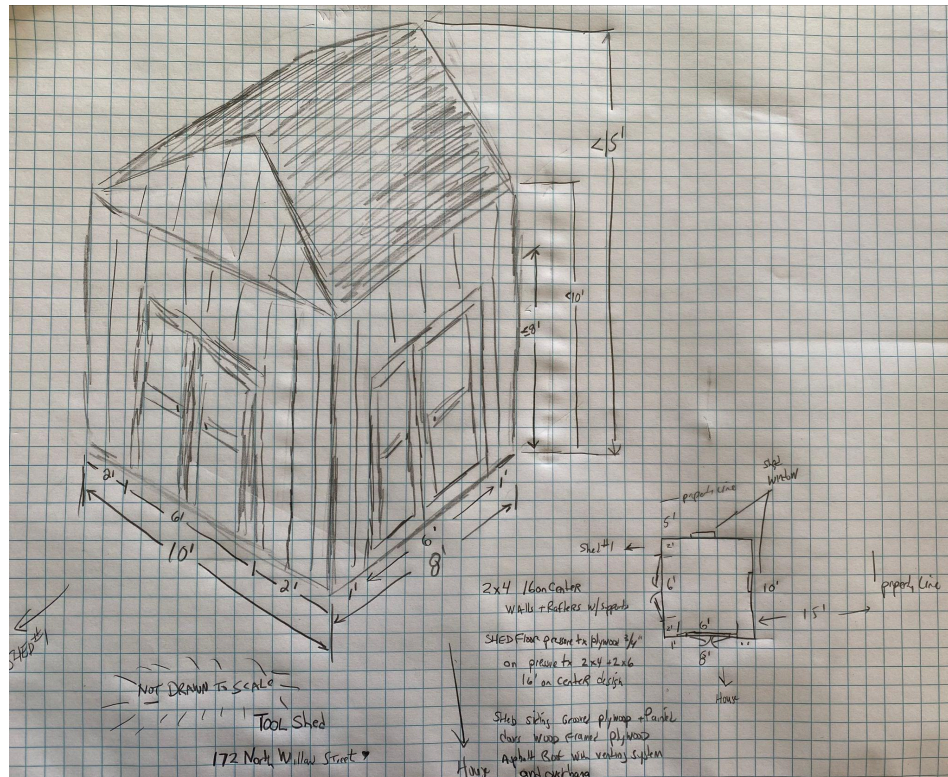
Above images part of ADA design standards from above link

Sketch of ADA Accessible Ramp Design Related Features



Tool Shed

Custom build a simple 10' x 8' (< 15' tall) Tool Shed out of 2" x 4" wood frame, 16" on center, roof trusses reinforced, siding will be grooved plywood (to paint) with 2 door areas and 2 windows. Front, rear, and side walls will be < 10' in height. Base will be made of pressure treated wood and plywood. Doors will be made of wood and plywood, and an asphalt roof with ventilation. This will be installed on gravel, cement, and/or blocks within the 10' x 8' footprint.



Shed windows 10" x 25" transom windows will be installed for natural light. No insulation needed for the windows of the Tool Shed. Walls around areas for windows and doors will be reinforced.

Shed Windows and More 10" x 23" Black Transom Windows
Tempered/Safety Glass Shed

\$48⁹⁵

FREE delivery March 19 - 20.

amazon prime

Deliver to Margaret
Burlington 05401

All ▾ shed transom window

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& Orders

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Click image to open expanded view



Visit the Shed Windows and More Store
4.5 ★★★★★ ▾ 12 ratings

\$48⁹⁵

Get a \$50 Gift Card for each friend who is approved for Prime Visa or Amazon Visa. Earn up to \$500 each year. [Find out how](#)

- SHED WINDOWS AND MORE 10" x 23" Transom Window for a shed, chicken coop, playhouse and/or any outdoor building
- GLASS: This window is made with Tempered Safety glass which is very durable and strong.
- INSTALL: Easy to install. This window is a flush mount window so the window will e flush with the building once installed. Rough Opening 10-1/4" x 23-1/4"
- FRAME: All aluminum frame painted black. Window DOES NOT OPEN, this is a fixed window. Perfect to let light into any building.

In Stock

Quantity: 1 ▾

Add to cart

Buy Now

Ships from Shed Windows and More

Sold by Shed Windows and More

Returns 30-day refund/replacement

Payment Secure transaction

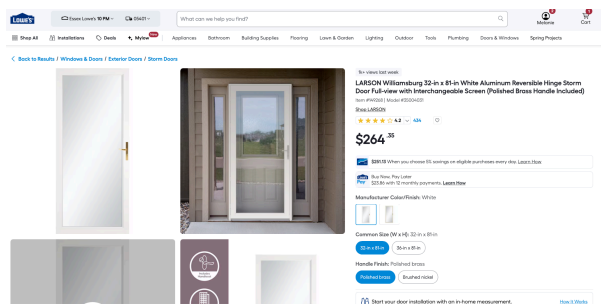
See more

Add to List ▾

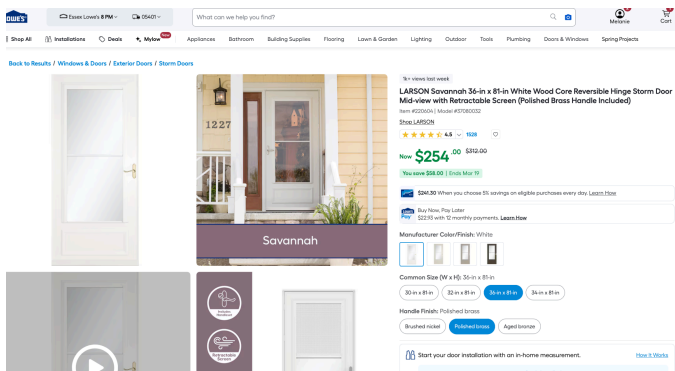
Page 56 of 473

Seasonal/Screen Doors

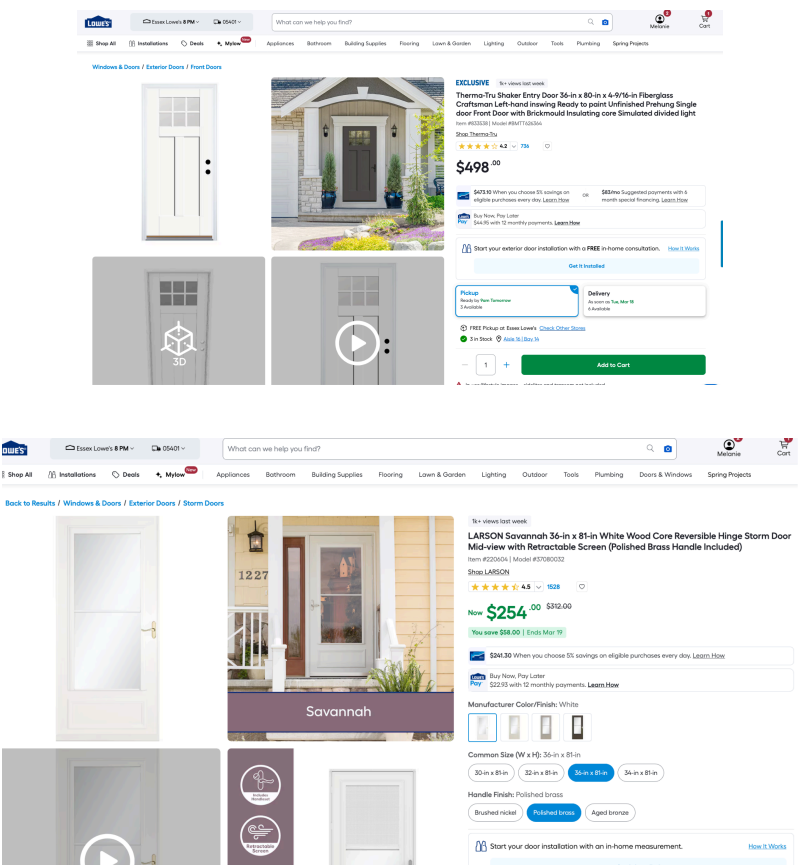
Rear Exit Seasonal Door with Interchangeable Screen 32” x 81”



Rear Side Exit Seasonal Door with Interchangeable Screen 36” x 81”



36” x 81” Front Replacement Door and Front Replacement Seasonal/Screen Door



Existing Screen & Front Doors





City of
Burlington, Vermont
645 Pine Street

Zoning Permit – Conditions of Approval

ZP: 25-83

Tax ID: 045-1-090-000

Issue Date: 3/20/2025

Decision: Approved

Property Address: 172 North Willard Street

Description: Proposed construction of deck addition for the installation of ADA accessible ramps for rear exits, tool shed, front door, and screen doors.

Project Permit Conditions:

1. Any foundation or pad created for the new proposed shed shall meet the minimum required side and rear yard setback of 5ft.
2. Vermont Residential Building Energy Standards apply to this project. Compliance with the standards is the Owner's responsibility. Prior to requesting a Certificate of Occupancy, a copy of a completed Vermont Residential Building Energy Standards Certificate shall be submitted with a Certificate of Occupancy (final or temporary) request, and filed in the Land Records located at the Clerk/Treasurers office in City Hall (149 Church Street). For more information, see http://publicservice.vermont.gov/energy_efficiency.

Standard Permit Conditions:

1. **Other City, State or Federal Permits.** The owner is solely responsible for obtaining all other required City, state and federal approvals. Failure to do so may invalidate this Zoning Permit and result in enforcement actions. Wastewater permits are issued by the State and are frequently required as a result of expansion or change in use.
Note: All projects receiving a Zoning Permit also require a Construction Permit or written confirmation that a Construction Permit is not required from the Department of Permitting & Inspections Trades Division. All construction permits must be closed out by way of approved inspections by Trades before issuance of a Zoning Certificate of Occupancy (ZCO) by the Zoning Division as per Condition 3, below. **Note: All projects involving earth disturbance of 400 square feet or more require a reviewed and approved erosion prevention and sediment control (EPSC) permit prior to the start of construction. This review is closed out by way of a completed EPSC Permit and an inspection by Stormwater Program staff or their designee before issuance of a ZCO as noted above.**
2. **Time Limits.** This zoning permit shall become invalid unless work or action authorized by the permit is commenced within 1 year of approval. The owner shall complete the approved project and obtain a ZCO (combined Zoning and Building certificates of occupancy, still applicable even if a zoning or building permit was not required) within 3 years or be subject to enforcement actions.

These time limits are binding upon the owner unless one of the following apply: a) longer or shorter time limits are specifically imposed by a condition of approval; or b) the time limits are tolled by additional state or federal permitting for the project or by an appeal; or c) an extension of time has been granted. An extension of time must be requested in writing PRIOR to the expiration of the permit. If the owner has enacted the permit and it lapses, the owner may be responsible to obtain a new zoning permit, if required, which shall be subject to the current Comprehensive Development Ordinance (CDO).

3. **Zoning Certificate of Occupancy (ZCO):** It shall be unlawful to use or occupy (or allow the use or occupancy of) any land or structure or part thereof which has been created, changed, converted, or wholly or partly altered or enlarged in its use or structure without a ZCO.

If the project is partially completed, meets “prior to issuance of a ZCO” conditions of approval, meets all life and safety standards, and all municipal fees for the project are paid, a Temporary Zoning CO may be requested and issued. **Upon completion of the project**, applicant shall request and obtain a Final ZCO from the Zoning Division (located at 645 Pine Street). Additional information on how to request and obtain this ZCO is available at this office. **Failure to obtain a Zoning certificate of occupancy** places the property in violation of the CDO and is subject to enforcement.

In addition, **Failure to obtain a ZCO within the time limits above is subject to** “after the fact” fees ranging from \$75 - \$1500.

4. **Project Modifications.** The project shall be completed, operated, and maintained in accordance with: (a) the conditions of this permit and (b) the permit application, plans (which have been stamped “approved” and dated by the administrative officer), and exhibits on file with the Board or administrative officer and other material representations. In the event of any conflict, the terms and conditions of this permit shall supersede the approved plans and exhibits. The project shall not deviate from the approved plans or conditions of approval without prior written approval from the administrative officer.
5. **Property Inspection.** By acceptance of this permit, the owner authorizes City Officials and/or their authorized representatives, access to the subject property for the purpose of observing work in progress, inspecting and/or measuring the property or improvements until such time the project has been issued a Final ZCO.
6. **Completion and Maintenance of Improvements and Landscaping.** Owner or successor in interest is responsible for completing all improvements shown on approved plans. By acceptance of this permit, Owner agrees to maintain all improvements in a satisfactory condition. Any landscaping installed according to the approved plan which becomes diseased or dies shall be replaced by similar species and size no later than the first available planting season.
7. **Off-Site Drainage.** Issuance of this permit does not authorize the discharge of stormwater runoff or other surface drainage from the subject premises onto adjoining property or properties including but not limited to the public Right of Way.
8. **Errors.** The owner is solely responsible for the accuracy of all information contained in the Zoning Permit application. Any errors contained therein may invalidate the Zoning Permit and may result in enforcement action by the City.
9. **Transfer of Ownership. All zoning permits run with the land.** In the event of a transfer of ownership, partial or whole, of the subject premises, the transferee shall become permittee and subject to compliance with the terms and conditions of this permit.

10. **Violations/Penalties.** A violation of any of the conditions of this permit or of any provision of the CDO may result in enforcement actions, including but not limited to a penalty of up to two hundred dollars (\$200) per day, municipal tickets, and/or additional permitting fees.
11. **Incorporation and Reference of All Plans Presented.** This approval incorporates by reference all plans and drawings presented and all verbal representations by the applicant on the subject application to the extent that they are not in conflict with other stated conditions or regulations.
12. **For Properties Involved in Boundary Disputes.** Boundary disputes are not within the jurisdiction of the administrative officer or the Development Review Board. When an application is submitted and the boundary of the subject property is called into question, the boundary will be determined based upon the best evidence available, for instance a survey or other official document. If a permit is issued and contrary evidence is presented to the City after the fact, such as a survey or Superior Court ruling with respect to the boundary lines, the permit may be amended or revoked by the City.
If the permit is amended or revoked, owner shall bear all costs to remedy the situation, including removal of the structure(s) if necessary, that is if the structure(s) is/are unable to meet the requirements of the CDO and receive an amended permit in light of the actual boundary line.
13. **Damage to City Property.** The Owner is responsible for any damage to the City of Burlington's property, including but not limited to its right-of-way, sewer/water lines, etcetera, that occurs during the site improvements authorized by this permit. If damage occurs, the Owner shall restore the property to a condition equal to or better than the condition of the property prior to such damage.
14. **City Rights-of-Way and Ownership.** Permit approval does NOT authorize any work to be undertaken within the public ROW. Any work in the ROW can only occur with prior authorization by DPW and/or City Council, as required. Any work or improvements that are taken within the City's right of way does not diminish the City's ownership or authority regarding said right of way.
15. **Liquor License Required.** An approval of any use that includes the sale of alcoholic beverages is contingent upon the receipt of a liquor license from the City of Burlington or the State of Vermont, whichever is applicable.

An interested person may appeal a decision of the Zoning Administrator to the Development Review Board within 15 days after the decision date per Sec. 12.2.2, *Appeals of Administrative Officer Decisions*. Appeals may be filed online at [burlingtonvt.viewpointcloud.com/categories/1098](https://www.burlingtonvt.viewpointcloud.com/categories/1098) or in-person at 645 Pine Street, Burlington, Vermont. <https://www.burlingtonvt.gov/DPI/Appealing-a-Zoning-Decision>

To: Development Review Board

From: Luke Purvis and Christina Lauterbach, 164 North Willard Street

Re: Request to Deny ZAP-25-2 – Violation of Deed Restriction, Unresolved Boundary, and Excessive ADA Claim

*****DRAFT - Incomplete due to lack of City Records, and time for competing surveyors to address conflicting decisions *****

Dear Members of the Development Review Board,

We respectfully request that the DRB deny ZAP-25-2 as submitted. However, we are also open to the possibility that the applicant could resubmit a modified version of the application, and we would not object to having that revised proposal heard alongside ZAP-25-4 at the second August hearing.

We bring this appeal to uphold zoning and deed-based restrictions while encouraging revisions that promote neighborhood livability and clarity in land use. In particular, we seek DRB guidance in managing the impact and appropriateness of this proposed addition.

This application merits careful Board review because the scale and scope of the proposed construction appear unprecedented in our neighborhood. We understand that recently increased lot coverage allowances were enacted to support affordable housing. However, in this case, they are being used to maximize private deck space and construct three sheds, which deviates from the intent of these allowances.

We ask the Board to help balance new development with thoughtful design elements that protect the livability of long, narrow lots. These may include vegetative screening and lowered deck heights on the sides of buildings. If the applicant is unwilling to incorporate reasonable changes, we request that the DRB deny ZAP-25-2 due to:

- Violation of a longstanding deed restriction
 - An unresolved boundary dispute, with plans unsupported by the best available evidence
 - An oversized ADA ramp that does not meet the zoning standard for a reasonable accommodation
-

1. The Project Violates a 15-Foot Deed Restriction Established in 1949

The deed for 172 North Willard Street includes a restriction in the original deed from 1949 prohibiting any building structure within 15 feet of the shared boundary with our property at 164 North Willard:

"It is a condition of this deed that no buildings will be erected on the herein conveyed premises within 15 feet of the south line of said herein conveyed premises."

- This deed restriction, established when the double lot was subdivided between two WWII veteran brothers in the same family, has remained valid and enforceable for over 75 years.
- According to the depictions provided and the Button Survey, the proposed shed, stair structure, deck platform, and ADA ramp all fall within this 15-foot buffer and are therefore prohibited.

Unlike zoning rules that may offer exceptions, private deed restrictions are binding and cannot be waived via a zoning approval. The Burlington Zoning Ordinance does allow ADA ramps to project into required setbacks; however, neither this section nor any other section of the CDO authorizes the City to override or exempt private deed restrictions. Section 5.2.5(b)2 states:

"Building and site features outside of the building envelope, including but not limited to eaves, sills, roof overhangs, cornices, steps to first floor and basement entries, window wells, walkways, ramps for people with disabilities, fences and walls may project into a required yard setback. Such projecting building features are subject to construction material and building opening restrictions as established in the effective Building Code."

Applicants have stated that their plans will not encroach on the deeded 5-foot easement for maintenance, as specified in the same deed; however, they have not explained their rationale for selectively honoring the 5-foot easement while disregarding the 15-foot no-build restriction. Disregarding the 15-foot no-build restriction demonstrates a selective interpretation of deed restrictions, embracing them when convenient and ignoring them when contrary to supporting their development plans, which undermines the credibility of the applicant's position. The omission of these required elements is not just procedural; it directly contradicts the deed's terms and sets a concerning precedent of zoning selectively ignoring portions of deeds that describe land rights..

We direct the Board's attention to ZP-23-560. In that site plan:

- The easement is not depicted despite site plans requiring its depiction

- The 172 North Willard deed was not provided for the administrative approval
- The fence entirely obstructs the easement by being placed perpendicular to and against our home

 Attachment H: Approved Site Plan from ZP-23-560 – Omission of Easement and Fence Blocking Access

2. The Boundary Is Actively Disputed and Must Be Resolved First

There is a legitimate disagreement between two professional land surveyors:

- The B&G Survey, submitted by the applicant, places the boundary farther south and allocates excess land to a third property (176 North Willard), which is not a party to this dispute. This approach results in a boundary line that cuts through our home and ignores decades of occupancy and physical evidence.
- The Button Survey, which we commissioned, measures the parcels north to south, consistent with the order in which the deeds were created. It keeps existing buildings whole, aligns with long-standing patterns of use, and provides a detailed and transparent rationale for boundary placement.

Both surveys agree that the proposed ramp and stairs fall within the 15-foot restricted area. The Button Survey also shows that the deck and shed fall within the restricted zone.

Because zoning approvals must be based on the best available evidence, and because the Button Survey includes more rigorous documentation and avoids placing the boundary through our home, it should be given greater weight.

We also note that the lead Button surveyor has requested time to work directly with the B&G surveyor to resolve discrepancies. Allowing them to do so would reduce conflict, clarify the record, and avoid forcing the DRB into a premature and incomplete decision.

 Attachment A: Button Survey – Preliminary Plat (7/2/25)

 Attachment B: Email from Chris Haggerty – Request for Extension (7/3/25)

 Attachment C: B&G Survey – Barnard & Gervais

3. The Proposed Ramp Does Not Qualify as a Reasonable ADA Accommodation

We support access ramps for people with disabilities. Burlington's Zoning Ordinance Section 5.2.3(b)8 allows for ramps for people with disabilities, but only when they:

"have no more than the minimum dimensions required to meet accessibility standards."

The proposed ramp is nearly 50 feet long, almost double what is required for the rise in elevation (1:12 slope over roughly 25 inches in height). By incorporating minimum dimensions into the provision, it is clear that the CDO intends for proportionality between the ramp and the site plan to apply, and that is not occurring in this application. Because the ramp exceeds the minimum required dimensions, it is not a reasonable accommodation under zoning and is not eligible for dimensional relief.

This provision is especially important because the ramp intrudes into the 15-foot deed-restricted no-build zone. No amount of zoning leniency can waive a private deed restriction. Private land rights must be purchased, given, or negotiated to be altered in any way.

4. The City Must Apply the Best Available Evidence to Resolve the Boundary

Under Burlington's Standard Permit Condition #12, decisions must be based on the best available evidence. In this case, that includes:

- **The Button Survey:** Comprehensive, historically aligned, and consistent with physical conditions.
- **The 1949 Deed:** Establishes both a 15-foot no-build zone and a 5-foot easement for maintenance.
- **Eyewitness Affidavits:** Corroborate historic boundary location and use.
- **Legal Opinion from Attorney Jesse Bugbee:** Confirms the enforceability of the deed restriction and highlights issues with the B&G survey.
- **Photographic Evidence:** Supports the Button boundary by showing a garden and landscape pattern consistent with that survey. Shows the large Trees that had grown into the prior fence that 164 North Willard removed. Shows the prior metal fence protruding to the north of 164 North Willard and running to the north of the concrete pad and to a historical metal post at the eastern end of the property, still visibly sitting a foot to the north of the new fence

- **Section 9(b) of the Settlement:** Shows the city has already issued a decision that my property is responsible for removing the concrete pad, which 172 North Willard now claims as part of their own property. This is the earliest decision on record for the boundary dispute, and the City must act consistently with this decision in all subsequent decisions. (Please find this attachment in the Request for Defferal attachments, or in the ZAP-25-4 attachments)

 Attachments A–G, I

Applicants have not provided their own deed for recent administrative approvals, including ZP-23-560. This omission has made it impossible for the City to assess private restrictions, undermining the efficiency intended for the Administrative Approval process and contributing to unnecessary or unnecessarily complex appeals like this one.

5. Denial Encourages Responsible Design and Fair Review

Denying ZAP-25-2 allows applicants to submit a new proposal in a way that respects longstanding deed restrictions, clarifies boundary issues, and considers neighborhood livability. We recommend design changes to:

- Lower side-facing decks to reduce visual intrusion
- Include vegetative screening for privacy, and include a plan for refuse bins to be respectfully placed away from our house
- Correct inaccuracies in the site plan, a missing chimney, and a portion of the concrete pad that their surveyor labels as “apparent encroachment.”

We are not categorically opposed to improvements on the applicant’s property. Rather, we believe improvements must be consistent with both zoning law and private title obligations. The current design falls short of that standard.

Conclusion

ZAP-25-2 proposes construction that:

- Violates a recorded deed restriction from 1949 that was not provided to the Zoning Administrator
- Falls within a boundary dispute, and the applicant's site plan drawings are no longer based on the best available evidence

- Proposes an oversized ADA ramp that fails zoning criteria

We respectfully request that the DRB deny ZAP-25-2 under Burlington's zoning regulations, deed enforcement obligations, and administrative procedures.

Sincerely,

Luke Purvis and Christina Lauterbach

164 North Willard Street

Burlington, VT 05401

Attachment Index:

A. Button Survey – Preliminary Plat (7/2/25) – A rigorous, professionally stamped survey commissioned by 164 North Willard. It preserves whole structures, allocates excess frontage in accordance with deed development direction, and provides detailed rationale and transparency. It is the most comprehensive and methodologically sound evidence of the disputed boundary.

B. Email from Chris Haggerty – Request for Extension (7/3/25) – Formal communication from the lead Button surveyor requesting time to coordinate with Barnard & Gervais to resolve survey discrepancies. Highlights willingness to resolve technical issues without burdening City resources.

C. B&G Survey – Barnard & Gervais – The survey submitted by the applicant for 172 North Willard. It places a boundary through our home, allocates excess frontage to a third parcel not involved in the dispute, and fails to reconcile deed contradictions or explain anomalies. A key contrast to the Button Survey is in methodology and outcome.

D. Letter from Attorney Jesse Bugbee – Fence, Boundary and Deed Restriction Analysis (5/2025) – Legal opinion from an experienced Vermont land-use attorney. Analyzes survey discrepancies, explains how the B&G survey fails to respect physical and legal boundaries, and confirms the enforceability of the 15-foot no-build deed restriction. Supports denial of ZAP-25-2 and identifies flaws in the applicant's assumptions.

E. Affidavits – Long-Term Fence and Property History – Three sworn affidavits from individuals with long-term familiarity with the properties in question, including lifelong neighborhood residents and a current tenant. They corroborate historical site conditions, prior fence locations, and long-standing recognition of the boundary consistent with the Button Survey.

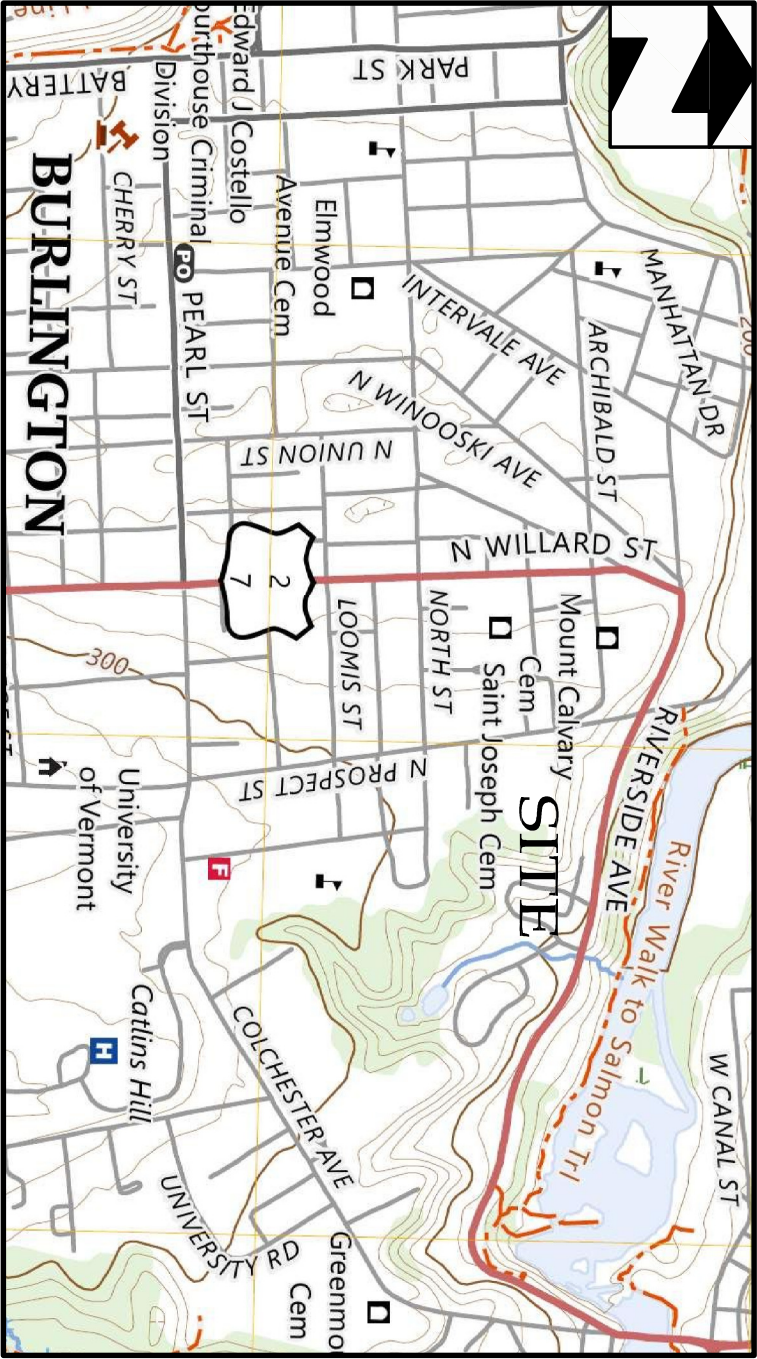
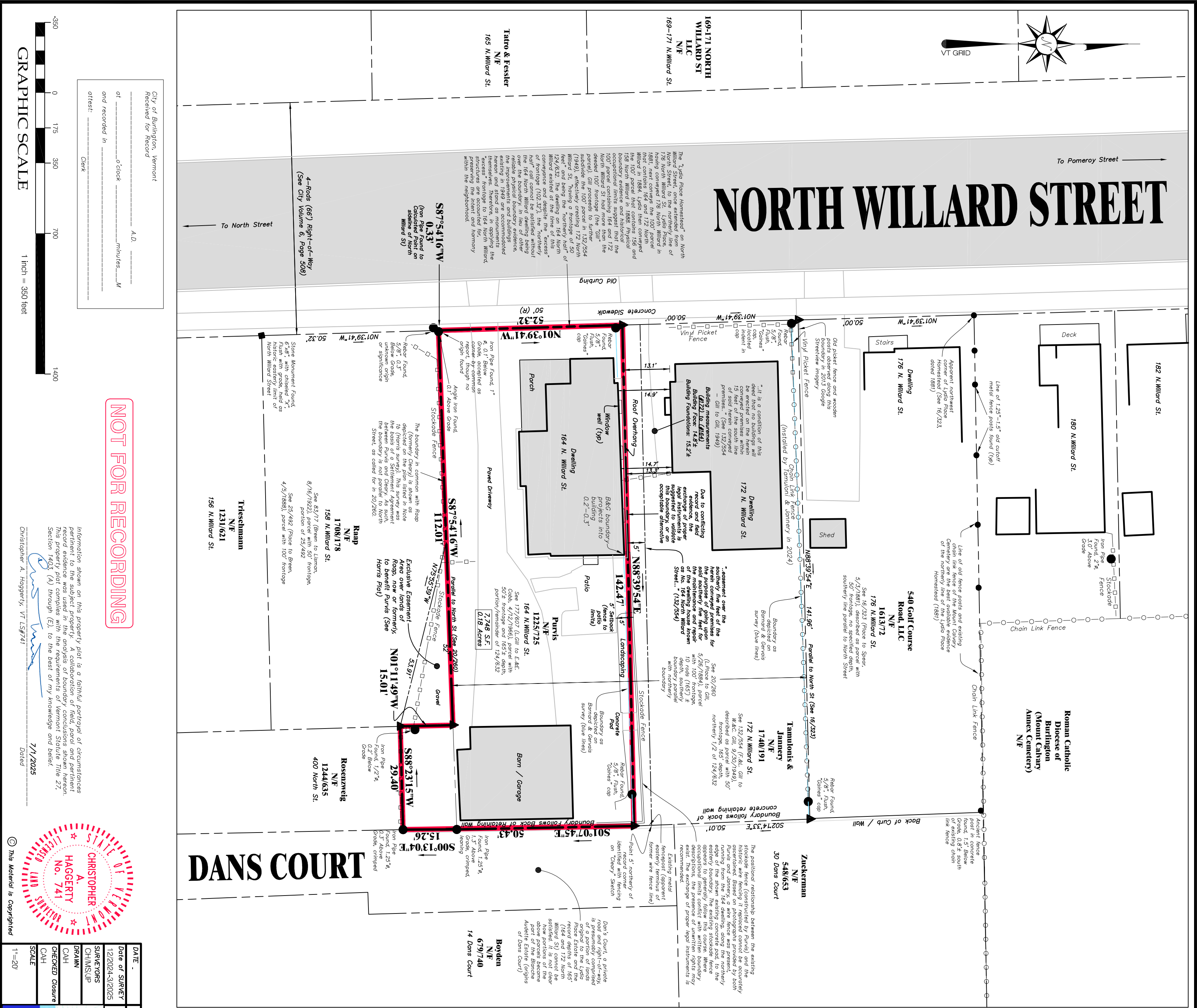
F. 172 North Willard Deed – Restriction and Easement – The controlling deed for 172 North Willard Street. Contains two binding private restrictions: a 15-foot no-build zone along the

southern boundary and a 5-foot maintenance easement benefiting 164 North Willard. Central to evaluating compliance with private title conditions.

G. Photo of Lily and Hosta Garden – Northeast Corner of 172 North Willard (7/5/2025) – Photographic evidence consistent with the Button Survey and in conflict with the B&G survey. Shows a mature perennial garden extending beyond the fence line and across the area that would not belong to 172 under their own survey. Suggests field conditions overlooked by B&G surveyors.

H. Approved Site Plan from ZP-23-560 – Omission of Easement in Site Plan and Fence Blocking Access – A prior DRB-approved plan submitted by the same applicant. Demonstrates failure to depict the 5-foot deeded easement, in violation of site plan requirements, and shows the fence constructed in a way that blocks access to 164 North Willard. Undermines the applicant's credibility in the current application by showing selective compliance with deed restrictions. Garret King, Zoning Administrator, has stated, applicants have not provided their deed for any of their recent administrative approvals.

I. Photographic Evidence: Supports the Button boundary by showing a garden and landscape pattern consistent with that survey. Shows the large Trees that had grown into the prior fence that 164 North Willard removed. Shows the prior metal fence protruding to the north of 164 North Willard and running to the north of the concrete pad and to a historical metal post at the eastern end of the property



LEGEND

- SURVEYED property line (Certified)
- Approximate property line (NOT certified)
- Property line from deeds or plans of record
- Sideline of existing easement
- Utility pole with overhead wires
- Iron pipe / rebar found (see plan)
- 5/8" Rebar with aluminum cap "VT LS 741" SET or TO BE SET
- Calculated Point
- Dimension determined by this survey

- SURVEY NOTES
- This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 1. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 2. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 3. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 4. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 5. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 6. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 7. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 8. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 9. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 10. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 11. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 12. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 13. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 14. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 15. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 16. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the... 17. This Boundary Retacement Plat has been compiled from field surveys and record evidence including the...

DATE -

REVISION -

DATE OF SURVEY 12/20/24-3/20/25

SURVEYORS CH/MS/JUP

DRAWN CAH

CHECKED/CLASURE CAH

SCALE 1"=20'

PLAT OF BOUNDARY RETACEMENT SURVEYING SHOWING LANDS OF LUKE PURVIS

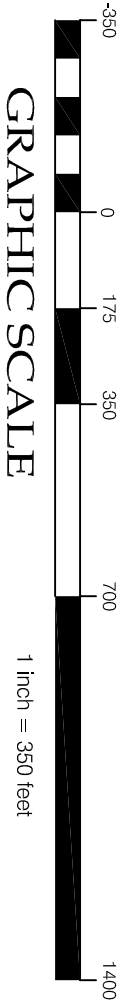
164 NORTH WILLARD STREET, BURLINGTON, VERMONT

1 of 1



NOT FOR RECORDING

City of Burlington, Vermont
Received for Record
of _____ o'clock _____ minutes _____ M
and recorded in _____
attest: _____ Clerk



From: Christopher Haggerty haggerty@bapls.com
Subject: Request for DRB Hearing Extension
Date: Jul 2, 2025 at 7:22:46 AM
To: Luke Purvis lpurvis78@yahoo.com

Here's a draft paragraph:

It is our understanding that an ongoing boundary dispute is cause for an extension or rescheduling of a DRB hearing. We have prepared the attached plan entitled "Plat of Boundary Retracement Survey showing lands of Luke Purvis, 164 North Willard Street, Burlington, Vermont," dated 5/1/25. The purpose of this plan is to serve as an exhibit, identifying areas of concern where physical evidence and/or occupational limits may conflict with record descriptions and other surveys of record. These areas largely focus on the common boundary between 164 and 172 North Willard Street. The owners of 172 North Willard Street are represented by Michael Gervais, LS, of Barnard & Gervais, LLC. Barnard & Gervais prepared a plan entitled "Lands of Margaret Tamulonis, 172 North Willard Street, Burlington, Vermont, Boundary Retracement Survey Plat," dated 11/16/23 and recorded in Slide 595C of the City of Burlington Land Records. Mr. Gervais and I are in the process of working together to facilitate an amicable solution between the parties. We kindly request an extension to allow for this negotiation to occur.

Christopher Haggerty, LS



Cell: [802-324-2641](tel:802-324-2641)

THIS IS ORIGINAL LINK ON MYLAR



- SURVEY NOTES:
1. BEARINGS SHOWN HEREON WERE GENERATED FROM SURVEY GRADE GPS READINGS COLLECTED WITH A TRIMBLE R12 GPS RECEIVER ON RANDOM CONTROL POINTS AND ADJUSTED TO VT GRID NAD83(2011) USING REAL TIME KINEMATIC CORRECTIONS FROM A VIRTUAL REFERENCE STATION GENERATED BY THE VERMONT CORS NETWORK.
 2. NO ATTEMPT HAS BEEN MADE TO LOCATE OR IDENTIFY ANY EASEMENTS OR RIGHTS OF WAYS UNLESS OTHERWISE SHOWN ON THIS PLAN.
 3. A CLOSED TRAVERSE SURVEY WAS COMPLETED IN OCTOBER, 2023 USING A LEICA TOTAL STATION. THE RESULTING ERROR MEETS OR EXCEEDS THE MINIMUM REQUIRED STANDARDS FOR A SUBURBAN SURVEY AS ESTABLISHED BY THE VERMONT BOARD OF LAND SURVEYORS.
 4. ALL EVIDENCE OF MONUMENTATION FOUND ON THE SURVEYED PREMISES IS SHOWN HEREON. MONUMENTATION FOUND IS CONSIDERED TO BE IN GOOD AND STABLE CONDITION UNLESS OTHERWISE NOTED. ALL IRON PIPE DIMENSIONS PERTAIN TO INSIDE DIAMETER UNLESS OTHERWISE NOTED.
 5. THE RIGHT OF WAY WIDTH FOR NORTH WILLARD STREET, OF 4 RODS (66') IS BASED ON PREVIOUS SURVEYS OF RECORD AT CITY VOLUME 6, PAGE 508. MONUMENTATION FOUND, THE TRAVELED WAY, AND VERMONT STATE STATUTE.
 6. ALL AREA CALCULATIONS ARE BASED ON THE EDGE OF THE RIGHTS OF WAY OF SAID ROAD AND NOT THE CENTERLINE THEREOF.
 7. ALL REBARS SET ARE 5/8" WITH A CAP STAMPED M.C. GAINES VTLs 024.0132673 AND ALL MONUMENTATION FOUND IS AS NOTED.
 8. UNAUTHORIZED ALTERATIONS AND/OR MODIFICATIONS TO THIS PLAN SHALL INVALIDATE ANY AND ALL CERTIFICATIONS MADE BY BARNARD & GERVAIS, LLC AND FURTHER ANY PARTIES INVOLVED IN SAID ALTERATIONS AND/OR MODIFICATIONS SHALL BE HELD LIABLE AND MAY BE PROSECUTED IN A COURT OF LAW.
 9. BARNARD AND GERVAIS, LLC MAKES NO WARRANTIES THAT ALL ENCUMBRANCES THAT EXIST FOR THE SUBJECT PARCEL ARE SHOWN HEREON. ADDITIONAL ENCUMBRANCES THAT MAY EXIST INCLUDE, BUT ARE NOT LIMITED TO, WETLANDS, WELL AND SEPTIC ISOLATION ZONES, HAZARDOUS WASTE SITES AND/OR BROWNFIELDS WITH ASSOCIATED ISOLATION ZONES.
 10. THIS BOUNDARY RETRACEMENT PLAT IS NOT INTENDING TO CREATE ANY EASEMENTS OTHER THAN THOSE SPECIFICALLY LISTED AND DESCRIBED HEREON. ANY DRIVES, PATHS, TRAILS OR OTHER AMENITIES SHOWN HEREON ARE CONSIDERED PRIVATE UNLESS OTHERWISE NOTED.
 11. THE DEEDED DIMENSIONS FOR THE SURVEYED PARCEL AS REFERENCED IN KEY DEED VOL. 132, PG. 554 AND RECORDED 9/30/1949, DESCRIBE A FRONTAGE OF 50' AND A DEPTH OF 165' MORE OR LESS. RECORDS FOUND ON FILE WITH THE BURLINGTON DEPARTMENT OF PUBLIC WORKS PERTAINING TO DAN'S COURT REFER TO ITS STATUS AS A PRIVATE ROAD AS EARLY AS 4/19/1948. IT IS THE OPINION OF BARNARD & GERVAIS, LLC THAT THE SUBJECT PARCEL'S EAST OR BACK BOUNDARY LINE HAS ACQUIRED TO THE BACK OF THE WESTERLY CURB OF DAN'S COURT.

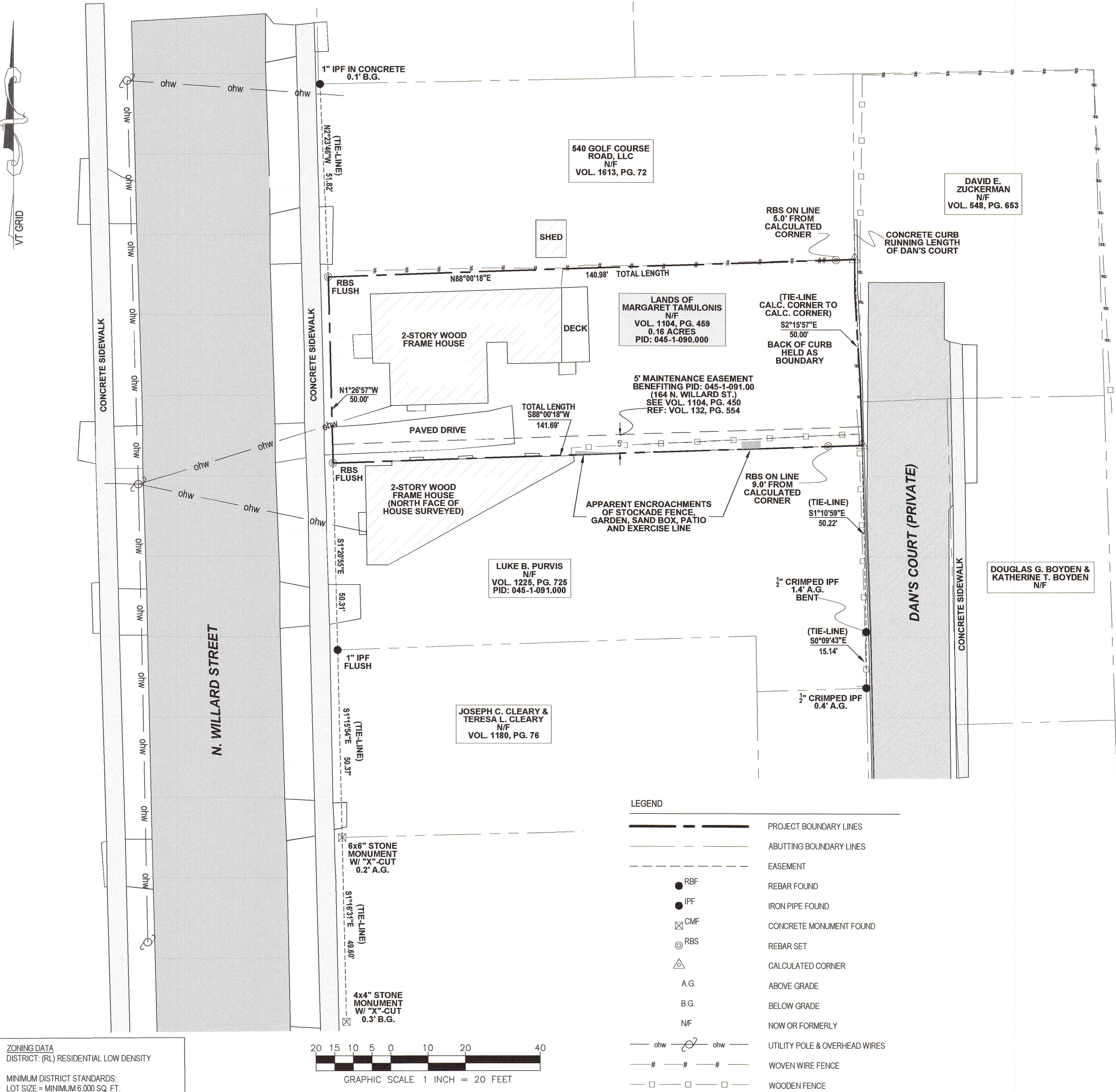
RECEIVED FOR RECORD IN THE CITY OF BURLINGTON THIS _____
DAY OF _____, 20____
MAP BOOK# _____, PAGE# _____, SLIDE# _____
AT _____ O'CLOCK _____ MINUTES _____ M
AND RECORDED IN BURLINGTON, VERMONT
ATTEST _____ TOWN CLERK

PARCEL INFORMATION
OWNER: MARGARET TAMULONIS
VOL. 1104, PG. 459
SPAN: 114-035-15644
PARCEL ID: 045-1-090.000



I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THIS PLAN IS BASED ON INFORMATION ABSTRACTED FROM PERTINENT DEEDS AND/OR OTHER OFFICIAL RECORDS AND CONFORMS TO THE REQUIREMENTS OF 27 VSA § 1403.
DATED THIS 17th DAY OF November, 2023
Michael C. Gaines L.S. 024.0132673

DATE	DESCRIPTION	BY
REVISIONS		
BARNARD & GERVAIS, LLC Land Surveying Water & Wastewater Environmental Consulting 167 Main Street, P.O. Box 820 Burlington, VT 05401 Telephone: (802) 933-5168 10523 VT Route 116, P.O. Box 133 Hinesburg, VT 05461 Telephone: (802) 482-2567		
LANDS OF		PROJECT NO. 23362
DATE: 11-16-2023		SCALE: 1" = 20'
SURVEY: AW, JG		DRAWN: MCG
CHECKED: MCG		DRAWING NO. PL-1
THESE PLANS WITH LATEST REVISIONS SHOULD ONLY BE USED FOR THE PURPOSE SHOWN BELOW:		
☐ SKETCH/CONCEPT ☐ PRELIMINARY ☒ FINAL LOCAL REVIEW		
SHEET 1 OF 1		



ZONING DATA
DISTRICT: (RL) RESIDENTIAL LOW DENSITY
MINIMUM DISTRICT STANDARDS:
LOT SIZE = MINIMUM 6,000 SQ. FT.
FRONTAGE = AVERAGE OF 2 ADJACENT LOTS
± 5 FT.
SETBACKS:
SIDE = MINIMUM 10% OF LOT WIDTH OR
AVERAGE OF SIDE YARD SETBACKS OF 2
ADJACENT LOTS
REAR = MINIMUM 25% OF LOT DEPTH BUT IN NO
EVENT LESS THAN 20'
MAX HEIGHT = 35'

SURVEY REFERENCES:
1. AN UNRECORDED SURVEY TITLED "PLAT OF SURVEY OF LANDS OF LUKE B. PURVIS - 164 NORTH WILLARD STREET, BURLINGTON, VERMONT" DATED AUGUST 22, 2016 BY HARRIS SURVEYING AND LAND DISPUTE EVALUATION AND PROVIDED TO MARGARET TAMULONIS BY LUKE B. PURVIS.

**KISSANE ASSOCIATES
ATTORNEYS AT LAW**

Two North Main Street, Suite 3, St. Albans, VT 05478-1665

Phone: 802-524-9546 Fax: 802-524-6993

Writer's E-mail: Vtlcx@aol.com

Website: KissaneAssociates.com

John G. Kissane (1914-2005)

Jesse D. Bugbee

William T. Counos, II *

Shane K. Clark

Hannah LaFlam, Legal Assistant

Telephone: 802-524-9546, Ext. 120

* Also Admitted in California

July 8, 2025

Luke Purvis and Christina Lauterbach
164 No. Willard St.
Burlington, VT 05401

Re: Boundary with 172 No. Willard St.

Dear Luke and Christina:

You have informed me that there currently exists a conflict with respect to your north boundary with the adjacent property at 172 No. Willard Street, now owned by Margaret Tamulonis. Following our initial contact, I visited the property and inspected the area of conflict. I also reviewed deeds in your chain of title as well as those for Ms. Tamulonis. In addition, we reviewed historical aerial imagery, along with your own past photographs of the boundary area. We reviewed the Bernard & Gervais ("B&G) survey prepared for Ms. Tamulonis and the plot prepared for you by Chris Haggerty. Finally, we reviewed written statements by Adam Phillips, Dan Phillips and ChrisWilde.

The B&G survey appears to rely solely on deed dimensions rather than obvious evidence on the ground to locate the common boundary. Typically, surveyors attempt to harmonize deed records with actual physical evidence to avoid unnecessary conflict. In this case, B&G placed the line along the north side of your dwelling while ignoring the presence of the window wells on your north wall. Undoubtedly, those window wells have existed for decades. Although they appear on the B&G survey, it is puzzling why they were not taken into account in fixing the boundary location, or least noted for a possible contradiction with the deeded dimensions. Moreover, the Tamulonis chain of title, beginning with the 1949 deed from Frederick and Lillian Gill to William and Constance Hill does not describe the south line of that property as running directly along the north side of your home. Presumably, that would have been important to mention had that been their intention.

The Haggerty Plot does take the window wells into account in their representation of the boundary, and utilizes a more practical approach of not using the north wall of your home as a boundary monument. This all would seem to be more consistent with generally accepted surveying principles. I would note that the current location of the PVC fence Ms.

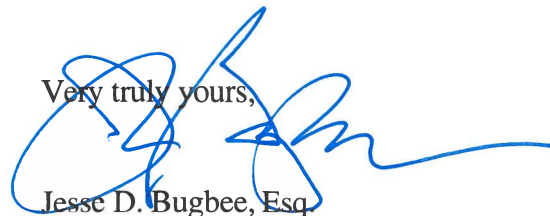
Tamulonis has erected at the end of her driveway, which actually comes in contact with your house, is clearly in violation of the five-foot-wide maintenance easement that is part of your title. That easement is contained in a Warranty Deed from Frederick and Lillian Gill to William and Constance Gill, dated September 30, 1949. That deed also contains a restrictive covenant that prohibits the construction of any buildings within 15 feet of the Tamulonis south line. You have provided me with documents showing your neighbor's intent to construct a deck and access ramp on the rear of their home. These improvements would be considered additions to the building, and thus come under the covenant restricting their construction within the 15 foot "no build" zone. The City zoning office should be made aware of the restriction before any permit or approval is granted.

The more apparent area of conflict concerns the location of your stockade fence towards the rear of your lot. Prior aerial imagery shows a clear and mature tree line that matches the fence location. Your photographs show the prior wire fence in the same location which had marked the boundary for a considerable amount of time. The tree line and metal fence location is further supported by the statements of Adam and Dan Phillips. These gentlemen have personal knowledge of the fence line location that extends back 30 to 40 years, far beyond the time required to establish adverse possession. Their testimony corroborates the physical evidence on the ground, and clearly puts the new stockade fence within the area contained by the old wire fence. Although Mr. Wilde's history with the area is more recent, he does match the mature tree line with the wire fence location.

This evidence, along with written correspondence between you and your neighbor, and her acquiescence to the placement of planters and the fence itself, removes any doubt that the line now marked by the stockade fence has been recognized and acknowledged to be the actual boundary location. Title to this area, however, would require either a mutual agreement or a judicial determination the requisites for adverse possession (or possibly prescriptive easement) have been met. That means that the boundary must have been used and acknowledged as such for at least 15 years. In my opinion, the available evidence clearly meets that standard.

The most practical and economical solution for this matter would be either a boundary line adjustment to formally establish the fence as the boundary, or an easement to allow the fence to remain without altering the boundary itself. In any event, I would also suggest that the Haggerty plot also be agreed upon to avoid future conflicts on the west end of the boundary.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jesse D. Bugbee", with a long horizontal flourish extending to the right.

Jesse D. Bugbee, Esq.

JDB/hll

Adam Phillips, being over the age of eighteen years and a resident of Vermont, hereby deposes and states as follows:

- 1) My name is Adam Phillips
- 2) I was born and raised at 159 North Willard Street. My home is across the street from 164 North Willard Street. I do not currently reside there, but I still live in Burlington and frequently visit my family there.
- 3) I am very familiar with 164 North Willard Street. I have spent 40 years in this neighborhood riding bikes, going to school, and living as an adult. I provide landscaping services for multiple properties in the neighborhood.
- 4) I knew the prior owner, Mr. Leclair. I know the current owner, Luke Purvis.
- 5) I previously wrote an affidavit describing a gravel area south of the 164 North Willard St. property, dated 8/17/2021.
- 6) As a boy, in the early 1990s, I remember a metal fence that ran between the 164 North Willard Street and 172 North Willard Street properties. From North Willard Street, I could see the fence jut out to the North of the 164 North Willard Street building by a few feet. The fence had a distinctive round arch noticeable from Dan's Court.
- 7) In 2016, I started providing landscaping services to the 164 North Willard St. premises. Since then, I am a frequent visitor to the dwelling house known as 164 North Willard.
- 8) In 2016, I observed the same rounded metal fence from childhood. Large trees on the 164 North Willard side of the fence had grown into it. There was a grill on a concrete pad. The metal fence ran about a foot to the north of the pad.
- 9) Luke Purvis and I removed large trees from the fence line in 2019 and 2022. He mended the damaged fence by cutting it away from the trees that had grown into it. I counted more than 35 rings of growth in one of the trees.
- 10) I was hired to remove gravel that was to the north of the driveway and replace it with a lawn. I was also hired to install the patio to the rear of the 164 North Willard building. I was also hired to install the new fence. For all these projects, Luke and I worked together.
- 11) We determined by visual inspection and then a string line that the original metal fence slanted more onto 172 North Willard towards Dan's Court than it did closer to North Willard Street.
- 12) The string line ran to horizontal pipes affixed to two vertical stakes behind the first and last posts of the original fence. It was installed after removing vegetation but leaving the original fence post line intact. From those points, we saw that we could bring both the east and west points of the fence to the south until encountering the concrete pad in the middle.
- 13) In the summer of 2022, Luke Purvis and I removed the old metal fence. Between the summers of 2022 and 2023, we installed the fence approved in ZP-21-275.
- 14) The eastern post of the old line was still visible with a remnant of the fence we removed when I looked in the beginning of June 2025.

- 15) I observed Luke speak with his neighbor Margaret Tamulonis many times in their backyards during the installation of the patio and removal of trees, vegetation, old fence, setting of the string line, installing the posts, and the boards. She seemed pleased.
- 16) When I began mowing the 164 North Willard Street property, I mowed the entire green space in front of the 164 North Willard Building and about a 2-foot strip to the north of the building. This matched the corner of the western corner of the old metal fence. Since about June of 2024, someone else has been mowing a strip that was not previously mowed in the front yard of 164 North Willard Street, and there is a fence that obstructs my access to a portion of the 164 North Willard building I had previously maintained.
- 17) Based on my experiences in the neighborhood and participation in removing and installing the fence line in question, I am confident that the new fence exists entirely to the south of the old fence, and the boundary made by the fences has been in place for at least 30 years.

DATED at Burlington, VT this 3 day of July 2025.

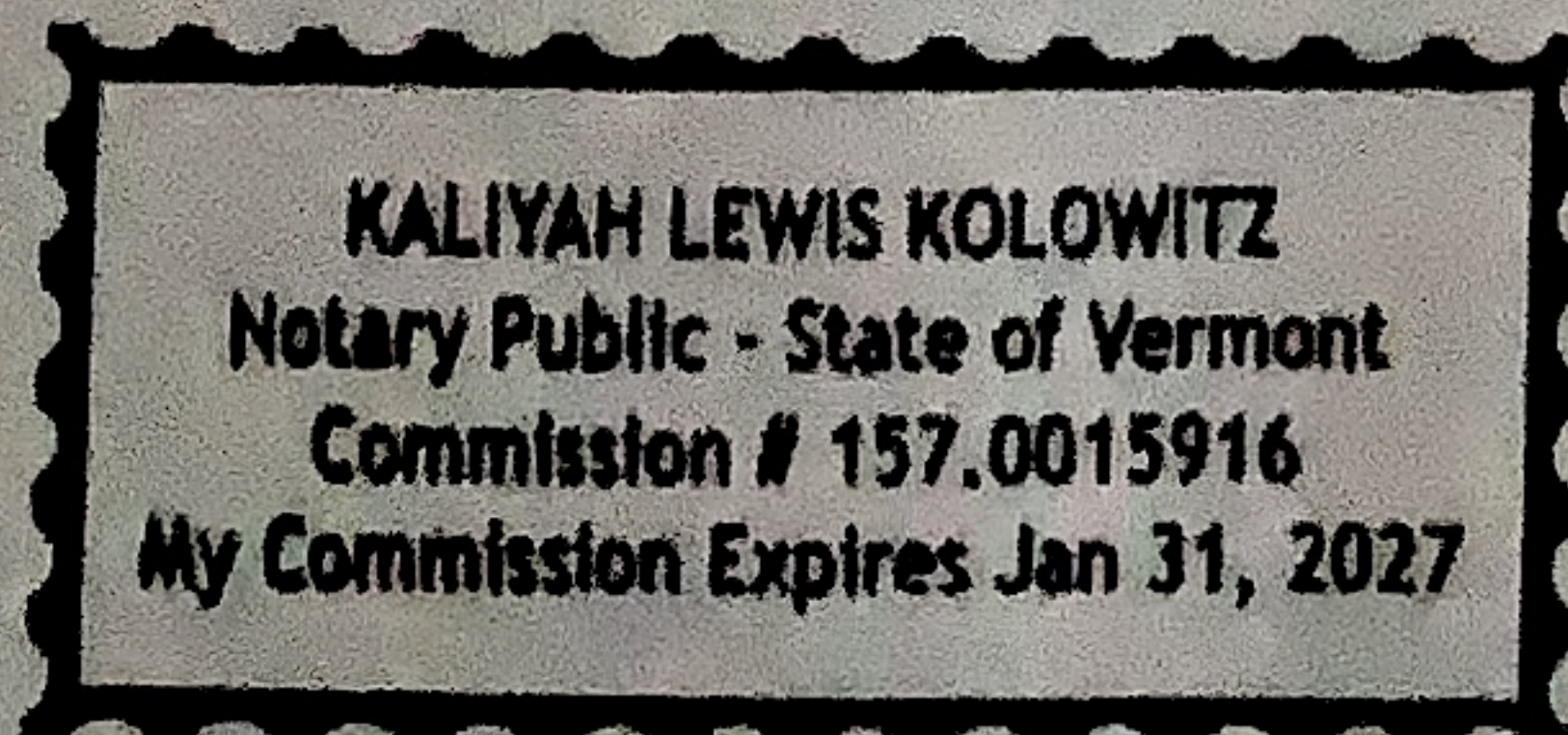
[Signature]
Adam Phillips

STATE OF Vermont
Chittenden COUNTY, SS.

Subscribed and sworn to by Adam Phillips, identified or known personally to me, at Burlington, VT, Chittenden this 3 day of July 2025.

Before me, [Signature]
Notary Public

My Commission Expires: 01/31/2027



Dan Phillips, being over the age of eighteen years and a resident of Vermont, hereby deposes and states as follows:

- 1) My name is Dan Phillips.
- 2) I was born and raised at 159 North Willard Street. My home is across the street from 164 North Willard Street. I currently reside there with my wife and son. I have lived in this home for more than 30 years.
- 3) I am very familiar with 164 North Willard Street.
- 4) I know Luke well, and we both are raising our families in the neighborhood.
- 5) I previously wrote an affidavit describing a gravel area to the south of the 164 North Willard St. property, dated 8/19/2021.
- 6) I remember a metal fence between the 164 North Willard Street and 172 North Willard Street properties growing up in the 1990s.
- 7) From North Willard Street, I could see the fence jut out to the North of the 164 North Willard Street building by a few feet.
- 8) Since 2015, I have frequently spent time in the 164 North Willard St. backyard visiting Luke and family. I observed the same arched metal fence I remembered from childhood in his backyard. We have always sat in the corner made by the east of his building and the northern fence line. I can state with certainty that the old fence extended a few feet to the north of his home.
- 9) We like to grill. I am familiar with the layout of Luke's grill, the concrete pad it used to sit on, and that old metal fence that ran about a foot to the north of the concrete pad.
- 10) The new fence looks tighter to the concrete pad than the old fence, and the same or less distance away from his residence than the old fence.

DATED at Burlington, VT this 5 day of July, 2025.

[Signature]
Dan Phillips

STATE OF Vermont
Chittenden COUNTY, SS.

Subscribed and sworn to by Dan Phillips, identified or known personally to me, at Burlington, VT, this 5 day of ~~August 2021~~ July 2025.

Before me, [Signature]
Notary Public

My Commission Expires: 01/31/2027



Chris Wilde, being over the age of eighteen years and a resident of Vermont, hereby deposes and states as follows:

- 1) My name is Chris Wilde
- 2) I have been a tenant and resident in apartment #3 at 164 North Willard St since November 2020.
- 3) My Apartment is in the rear of the 164 North Willard St. property on both floors.
- 4) The windows of my apartment look to the north, south, and east over the 164 North Willard and 172 North Willard Street backyards. My eastern bedroom window looks directly over the fenceline between the two properties.
- 5) When I moved in, there were large trees towards the rear of the 164 North Willard property along the fence line. I believed they had been there for multiple decades.
- 6) There was also a metal fence that juttred out a few feet to the north of the 164 North Willard building and ran back to Dan's Court, to the north of a concrete pad that had a grill on it used by 164 North Willard
- 7) The metal fence was unique, rounded at the top with a squiggle in the wire, and looked old. I had access to the grill on the concrete pad. The grill was moved near the patio, and I can still use it.
- 8) Between 2020 and 2022, I observed Luke Purvis and his partner remove trees from 164 North Willard St that had grown into the fence. They patched, replaced, and fixed the fence damaged by the tree removal.
- 9) I observed the new fence being installed along a string line during the Summers of 2022 and 2023.
- 10) From the bedroom angle I see every day, the new fence is installed in approximately the same line, but more to the south than the original fence line.

DATED at Burlington, VT this 9 day of July 2025.

Chris Wilde

Chris Wilde

STATE OF Vermont

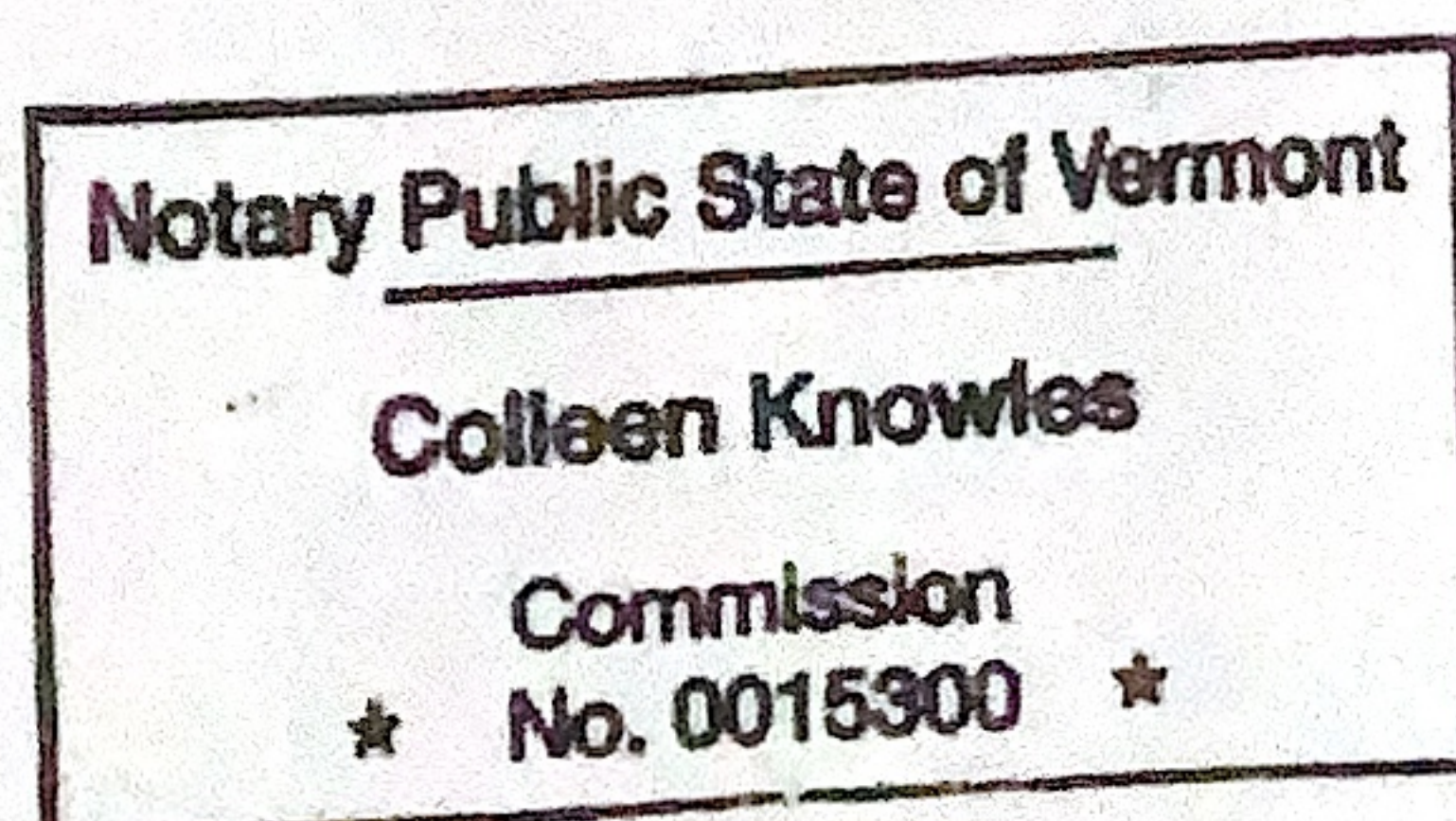
Chittenden COUNTY, SS.

Subscribed and sworn to by Chris Wilde, identified or known personally to me, at Burlington, Vermont this 9 day of July, 2025.

Before me, Juan

Notary Public

My Commission Expires: 01/31/2027



G. Photo of Lily and Hosta Garden~
Northeast Corner of 172 North Willard
(7/5/2025)



Update to change shed location 2/12/2024

172 North Willard Street, Burlington Vermont

Coverage Calculation* Proposed:

Shed (12' x 28') with 16' x 32' gravel pad

4' Black Vinyl Coated Chain Link Fence on Northern property line installed parallel to front of house to back property line w/ gate at deck edge

3' Vinyl White Picket Fence across front yard from Northern property line to left of driveway (approx 2' 6" from house) with gate at front walkway and 4' Vinyl White Picket Fence across width of property from house to Southerly property line (15') at top of driveway with double gate at center

32" x 80" Exterior door installed at rear of main part of house with 3' x 4' pressure treated decking stairs.

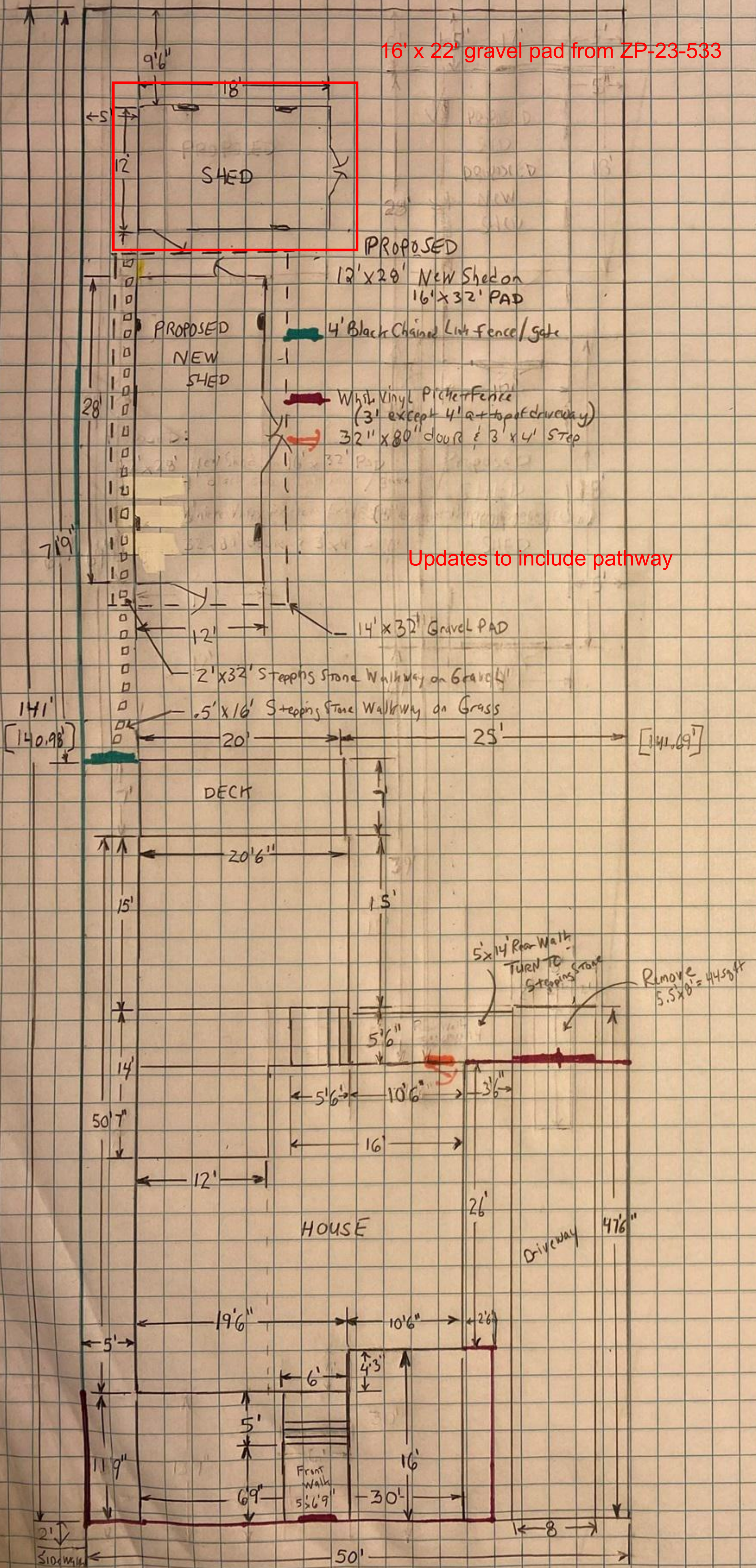
* Includes removal of top of driveway so 8' x 42' remains and replacement of Rear Walkway with Stepping stones area (5' x 14' where back steps 3' x 4' will be installed over)

172 North Willard Street, Burlington Vermont							
Coverage Calculation* Proposed:							
New Shed (12' x 28') with 16' x 32' gravel pad							
New 4' Black Vinyl Coated Chain Link Fence on Northern property line installed parallel to front of house to back property line w/ gate at deck edge							
New 3' Vinyl White Picket Fence across front yard from Northern property line to left of driveway (approx 2' 6" from house) with gate at front walkway and 4' Vinyl White Picket Fence across width of property from house to Southerly property line (15') at top of driveway with double gate at center							
New 32" x 80" Exterior door installed at rear of main part of house with 3' x 4' pressure treated decking stairs.							
* Includes removal of top of driveway so 8' x 42' remains and replacement of Rear Walkway with Stepping stones area (5' x 14' where back steps 3' x 4' will be installed over)							
		Existing total	Proposed total	Existing 35%	Existing 10%	Proposed 35%	Proposed 10%
House (294' was rebuilt in 2015)	see site plan	1228	1228	1228		1228	
Driveway	8' x 47.5' (proposed 8' x 42')	380	380	380		336	
Front Walk	5' x 6.75'	33.75	33.75	33.75		33.75	
Open Porch Front	5' x 6'	30	30		30		30
Open Porch Side	5.5' x 5.5'	30.25	30.25		30.25		30.25
Rear Walkway	5' x 14' (proposed stepping stones)	70	70	70			70
Wood Deck	7' x 20'	140	140		140		140
Deck Stairs	3' x 4'	12	12		12		12
Shed	12' x 18' (16' x 22' gravel pad)	352	352	352		352	
New Shed **NEW**	12' x 28' (16' x 32' gravel pad)		512			512	
New Proposed Back Stairs	3' x 4' ("0" will go over stepping stones area)						0
Total		2276	2788	2063.75	212.25	2461.75	282.25
Lot Size	50' x 141'	7050	7050	7050	7050	7050	7050
% Coverage		32.28%	39.55%	29.27%	3.01%	34.92%	4.00%
Remaining Amounts using 35% & 10% Division				2467.5	705	2467.5	705
				403.75	492.75	5.75	422.75

Lot Coverage Calculations

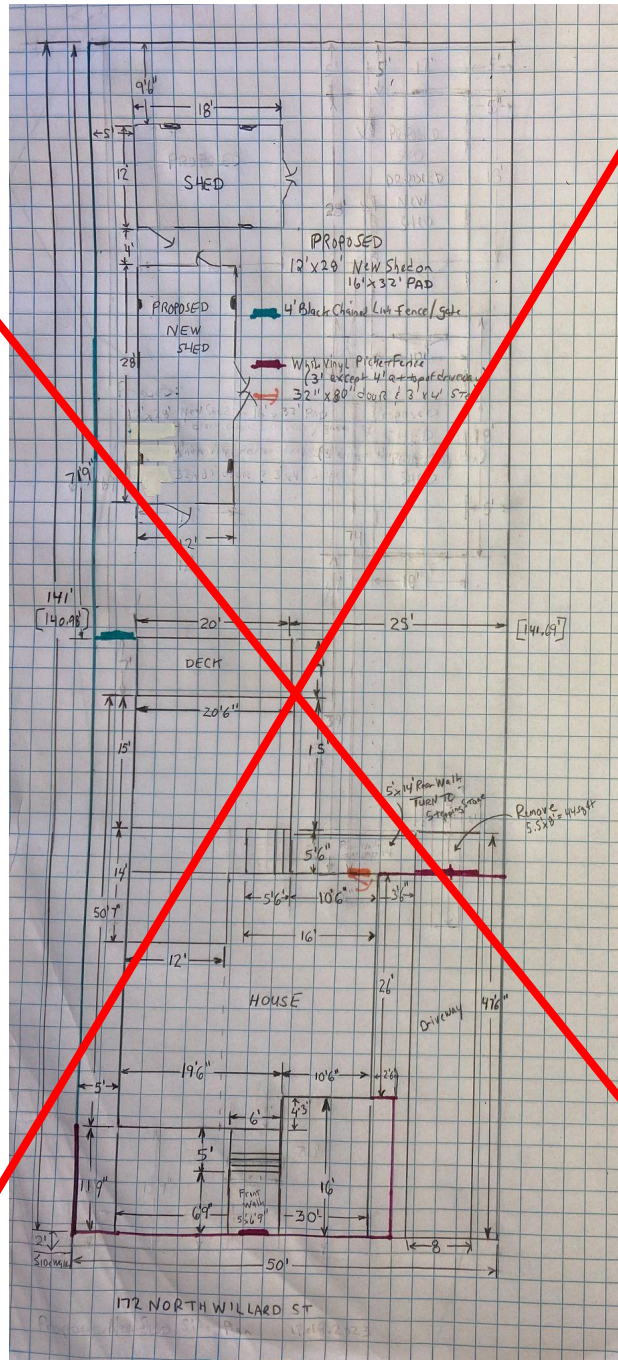
Lot coverage to remain unchanged

16' x 22' gravel pad from ZP-23-533



172 NORTH WILLARD ST

New ched location will still comply with 5' side yard setback



Site Plan
Proposed New Shed

New Shed (Colonial Dutch Barn, 12' x 28')

New Shed will be a manufactured structure built with a 2" x 4" lumber frame similar to estimated manufacturer's specs and company's advertisement photos below. New Shed will be placed on property beginning 5' from the Southerly property line and 5' from the rear property line. Shed will sit on a 16' x 32' pad of $\frac{3}{4}$ " Clean Blue crushed stone.

Colonial Dutch Barn, 12' x 28'

Size: 12'x 28'

Height of 10'5"

Siding: (color to be determined) Duratemp

Trim: (color to be determined) Miratec

Shutters: (color to be determined) Z-Style

Roof: Rustic Black Architectural Shingles

Estimated Features: (6-8) 18" x 27" windows, Z-Style Shutters, Pressure Treated Floor, (1-3) 6' Double Doors, 0-2 Single Door(s), Gable Vents, and Ridge Vent

Proposed New Shed (12' x 28') will be similar in design structure to existing 12' x 18' (shown below). New Shed will have 6-8 windows, 1-3 wider/double doors, 0-2 single



New 12' x 28' Shed will be placed on property beginning 4' from 12' x 18' existing shed and 5' from Northerly property line.

(Please see proposed site plan for overhead view of proposed location)



Fence

4' Black Vinyl Coated 9 gauge Chain Link Fence line installed parallel to front of house to back property line w/ gate at deck edge (outlined in blue on Site Plan). Posts will be placed every 4 to 8 feet with 3 to 4 foot gate at deck edge.



Photo source Lowes website

Vinyl White Fence (outlined in maroon on Site Plan)

3' Vinyl White Fence across front yard from Northern property line to left of driveway (approx 2' 6" from house) with gate at front walkway and 4' Vinyl White Fence across width of property from house to Southerly property line (15') at top of driveway with double gate at center. Front yard 3' Vinyl White Fence will extend from the front boundary line to the front of the house meeting the house by the driveway and the 4' Black Coated Chain Link Fence on the other side. Fence posts will be installed 1 to 8 feet (aiming for 4 to 6 feet spaced evenly across front) apart to accommodate space/gates, etc. Double 4-5 foot gate at top of driveway and 3 to 4 foot gate at front walk entrance will be installed.



Internet stock photo - note: final fence will be 3' white vinyl in front yard area and 4' white vinyl across yard at top of driveway with vertical bars aligned horizontally, a small distance apart, installed to the ground (dog secure). May have a bar going across top as shown here or lower with level or scalloped top, depending on availability/quality when we purchase, giving that this is a 3 year permit.

Exterior Door

32" x 80" Exterior door installed at rear of main part of house with 3' x 4' pressure treated decking stairs (outlined in orange/peach on Site Plan). Re-frame existing window opening to accommodate and add standard '3 x 4' wooden pressure treated stairs.

Specs:

MMI DOOR 32-in x 80-in Fiberglass Full Lite Right-Hand Inswing Primed Prehung Single Front Door with Brickmould Insulating Core with Blinds



Photo Source Lowes

Proposed locations of Fence and Exterior Door on property

Orange/peach is exterior door location

Maroon is white picket fence location

Blue is black vinyl chain link fence location (install parallel to front of house to back property line)



To: Development Review Board

Re: Request for Deferral of Appeals ZAP-25-2 and ZAP-25-4

From: Luke Purvis and Christina Lauterbach, 164 North Willard Street

Dear Members of the Development Review Board,

We respectfully request a one-month deferral for appeals ZAP-25-2 and ZAP-25-4, and ask that these matters be heard together at the second DRB hearing in August (currently scheduled for July 15). This request is supported by the following considerations:

1. Shared Boundary Dispute Across Both Appeals

Both appeals involve a disputed boundary between 164 and 172 North Willard Street that directly affects:

- The shed, deck, stairs, and ADA ramp in ZAP-25-2
- The fence and patio in ZAP-25-4

Because both appeals involve the same location, parties, and core boundary issues, it would serve the public interest to hear them together. Furthermore, Applicants in ZAP-25-2 have submitted a written complaint about the fence, as well as SeeClickFix tickets about the accurate site plan area, both related to the administration of the permit in ZAP-25-4. Hearing the appeals together ensures a single factual finding about the boundary line, rather than conflicting rulings that could undermine either decision.

2. Ongoing Surveyor Discussions and Methodological Differences

Our surveyor, Chris Haggerty, has requested additional time to work directly with Barnard & Gervais to resolve the disagreement (see updated email dated 7/2/25).

Two surveys, one prepared for each property, present significantly different conclusions about the boundary line:

- The Button Survey, commissioned by us (164 North Willard), places the disputed boundary approximately 2.5 feet farther north than the B&G Survey. It measures in the same direction as how the deeds were developed and does not pass through any portion of our home.
- The B&G Survey, commissioned by 172 North Willard, skews the boundary line such that features of our home, including basement window wells, eaves, and historic window trim, fall on the neighboring parcel.

These discrepancies stem in part from opposing methodologies in combination with more land on the block than is called by the deeds. Measuring from different starting points and in different directions in the presence of excess undocumented land will reliably produce conflicting results.

Additionally, the B&G surveyor is no longer with the firm, and the validity of his conclusions is under internal review.

Time will allow the professionals an opportunity to resolve their differences instead of placing the City as the arbiter of which survey is better.

 See Attachment A: Button Survey – Preliminary Exhibit (7/2/25)

 See Attachment B: Email from Chris Haggerty – Request for Extension (7/2/25)

 See Attachment C: B&G Survey – Barnard & Gervais for 172 North Willard

3. Delayed Receipt of Essential City Records

We submitted a records request on March 31, 2025. On June 24, we received an invoice indicating the materials were ready. We paid our invoice on July 3. On July 9, we still have not received the records. It is not feasible to incorporate 1,000 pages of relevant city records into two complex appeal statements in that timeframe.

These records include:

- City actions taken (or not taken) in response to past zoning complaints
- Prior staff decisions that conflict with present zoning interpretations
- Materials necessary to evaluate whether the City has followed zoning procedures fairly
- Materials required to assess what an accurate site plan is under ZAP-25-4

Attachments E and F document our concerns about proceeding without access to a complete and accurate record. These concerns are also apparent throughout the chat of ZAP-25-2 and ZAP-25-4. Review of emails and the Permit chats shows repeated, specific questions we've posed about zoning interpretations that remain unanswered. Proceeding without full access to the record risks reaching conclusions based on an incomplete or misleading history. We request time to incorporate these newly released materials into our presentation.

We have also discovered that the majority of the ZP-21-275 record is currently inaccessible. This includes chats with zoning staff where the issues now central to ZAP-25-4 were previously discussed and left unresolved. Because the chat transcript in ZP-21-275 directly addresses the same zoning misinterpretations now under appeal in ZAP-25-4, its disappearance materially obstructs our ability to show patterns of administrative inconsistency. The absence of this key record jeopardizes our ability to fully present our case. We have reported this loss of record to Joseph Dempsey and the Zoning Manager responsible for ZP-21-275. This is another example of the zoning record not reflecting the actual events, reinforcing our request for a short deferral.

4. Legal Opinion on the Boundary, Fence, and Deed Restriction in ZAP-25-4 and ZAP-25-2

We obtained a legal opinion from Attorney Jesse Bugbee, an experienced land use attorney recommended by our surveyor. His letter assesses the property boundary relevant to the fence under appeal in ZAP-25-4 and boundary lines depicted in ZAP-25-2. His analysis addresses errors created by the B&G surveyor's disregard for physical markers and explains why reconciliation of survey discrepancies is the most appropriate approach. Importantly to the matter at hand, he confirms the plans in ZAP-25-2 violate the 172 North Willard deed restriction *preventing* buildings or additions to buildings within 15 feet of the boundary. The correct boundary must be established.

-  See Attachment D: Letter from Attorney Jesse Bugbee – Fence Boundary Analysis (7/2025)
 -  See Attachment G: Deed for 172 North Willard Street – Containing 15-foot Restriction
-

5. Scheduling Conflict and Good-Faith Expectations

We communicated our unavailability for July 15 as soon as we became aware of the date on May 29th, before City staff set the date for July 15. Despite this, the City scheduled our hearing on that date. The conflict was not caused by delay on our part; we had already initiated the records request and survey work months earlier. Our family travel was planned in January, and the destination has unreliable internet.

The 2022 Settlement governing ZAP-25-4 requires good-faith communication when disputes arise. Yet we have repeatedly asked clear questions, both of zoning staff and the City Attorney, that have gone unanswered. Attachments E and F include specific, unresolved questions directly relevant to this appeal. A short deferral would allow staff to provide those answers and for us to incorporate them into our hearing materials.

-  See Attachment E: March–May 2025 Email Thread – Unanswered Zoning Questions
 -  See Attachment F: May 27–28, 2025 Email Thread with City Attorney – Accurate Site Plan Dispute
-

6. Community Impact and Need for Accuracy

This dispute affects more than just our property. Much of our block has never been formally surveyed. Our investment in professional surveying, legal advice, and documentation will serve the public good by increasing clarity and consistency in zoning.

Hearing both appeals together is also crucial because the inaccurate site plan under appeal in ZAP-25-4 arose due to the City handling related matters from a single complaint separately. Site plan decisions, especially those involving shared boundaries. The accurate site plan portion of ZAP-25-4 is specifically about what happens when matters aren't addressed at the same time.

A rushed or fragmented hearing of these appeals risks setting conflicting precedents and eroding public trust in fair zoning administration.

In summary, we respectfully request:

- A one-month deferral of ZAP-25-2 and ZAP-25-4
- That the appeals be heard together at the second DRB hearing in August
- That the Board allow time for the professionals involved to complete their work and for the full record to be fairly presented and considered
- That the Board request City Staff to respond, prior to the next hearing, to the specific zoning questions that remain unanswered, and identified in Attachment E, on and around March 31, 2025

We sincerely appreciate your time and attention to this request.

Sincerely,
Luke Purvis and Christina Lauterbach
164 North Willard Street
Burlington, VT 05401

 Attachments:

- **Attachment A:** Button Survey – Preliminary Exhibit (7/2/25)
Prepared by Chris Haggerty, LS. Places the boundary north of the B&G line and avoids conflict with existing structures.
- **Attachment B:** Email from Chris Haggerty – Request for Extension (7/2/25)
Confirms ongoing efforts to reconcile surveys with Barnard & Gervais.
- **Attachment C:** B&G Survey – Barnard & Gervais for 172 North Willard
View B&G Survey
- **Attachment D:** Letter from Attorney Jesse Bugbee – Fence Boundary Analysis (7/2025)
Offers legal analysis of boundary conflicts and the 15-foot deed restriction.
- **Attachment E:** March–May 2025 Email Thread – Unanswered Zoning Questions. The March 31, 2025, date shows questions asked and not responded to. Because these questions were being ignored, we initiated our public records request.
- **Attachment F:** May 27–28, 2025 Email Thread with City Attorney – Accurate Site Plan Dispute
Discusses deficiencies in the City's approval of a site plan under ZP-21-275, the gravel

area to the south of the driveway, and the failure to address zoning questions central to ZAP-25-4.

- **Attachment G:** Deed for 172 North Willard Street – Supports restriction against buildings within 15 feet

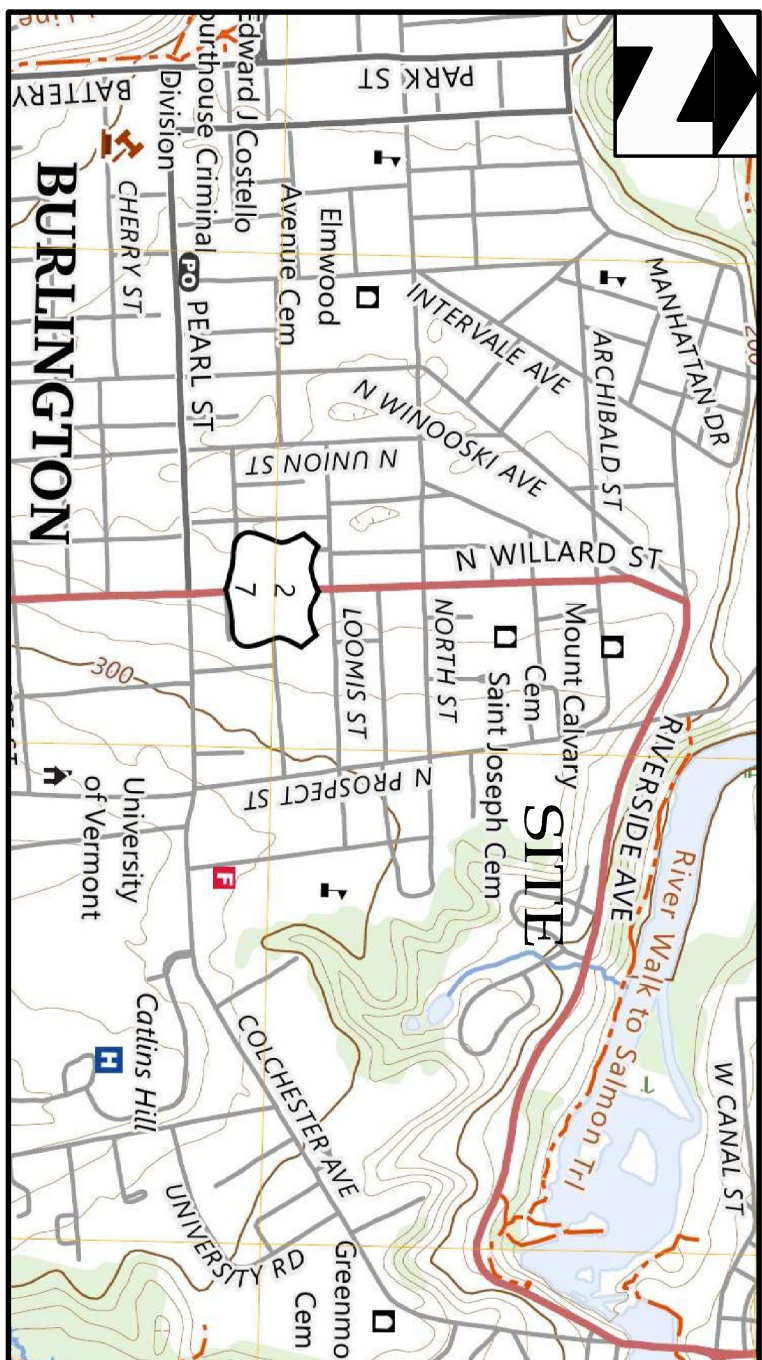
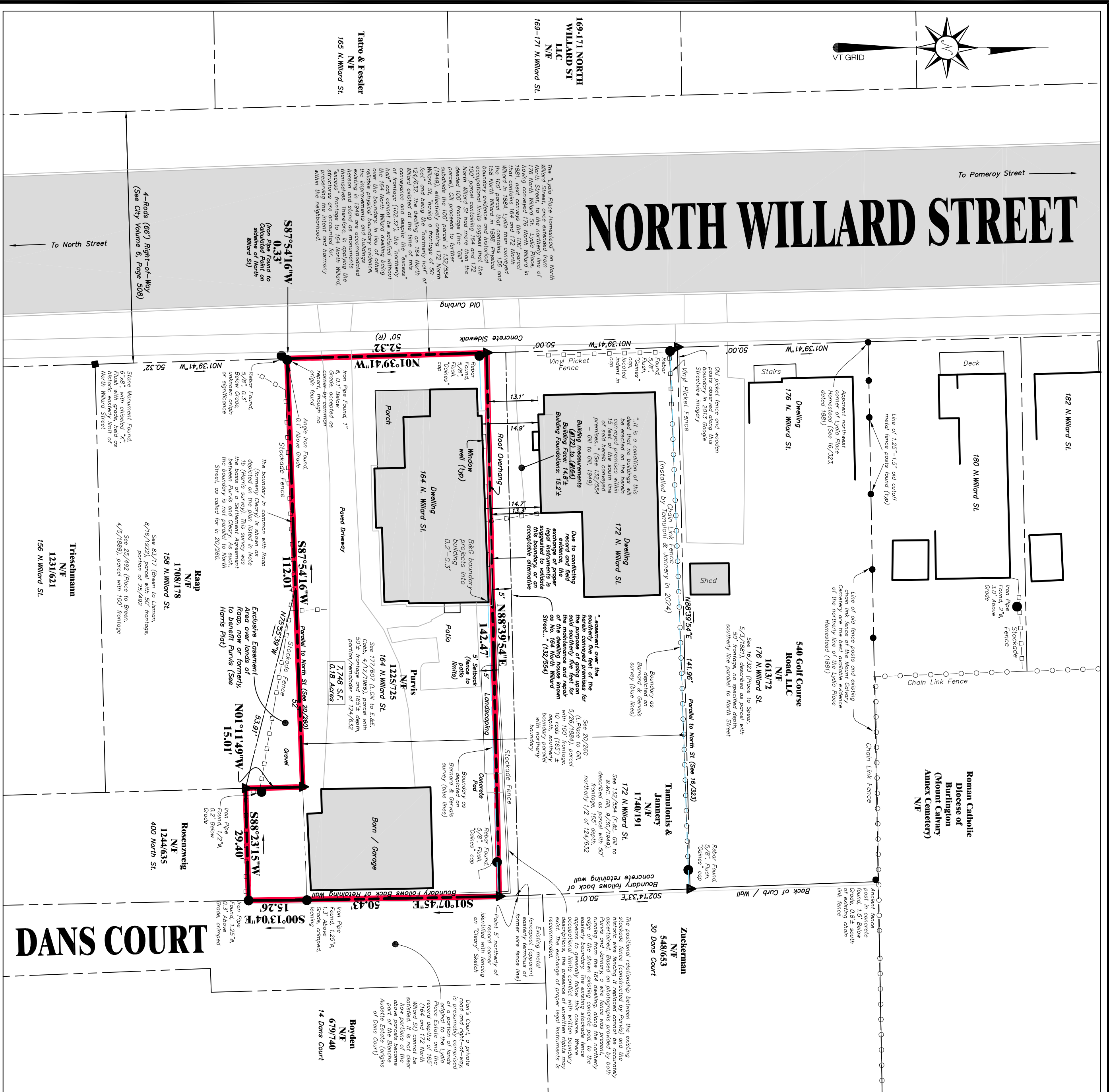
17 Timeline of Relevant Events

Date	Event
2021	Permit ZP-21-275 denied, appealed to DRB, then approved via settlement — underlying zoning issues discussed with City
March 31, 2025	Public records request submitted (over 1,000 pages requested)
April 4, 2025	Communicated to City staff that our survey was not ready
April 7, 2025	ZAP-25-2 appeal considered complete
April 17, 2025	Notified City staff of incomplete survey and requested July DRB date
April 18, 2025	City staff confirmed a July hearing would be acceptable
May 1, 2025	Submitted list of zoning questions to City staff — never answered
May 5, 2025	Sent follow-up email referenced in May 19 communication
May 19, 2025	City staff removed us from the July 1 hearing, citing our May 5th email
May 20, 2025	Emphasized the importance of an accurate zoning record in ZAP-25-2 chat.
May 22, 2025	Informed City staff of the July 1 conflict
May 27, 2025	Appeal ZAP-25-4 filed

June 3, 2025	Reiterated the importance of accurate zoning records
June 9, 2025	Was told hearing would occur on July 15 in ZAP-25-2
June 24, 2025	Invoice received for records following delayed fulfillment. Invoice Paid July 3. Records not received by 10 AM on July 9th
July 2, 2025	Button Survey submitted, and Chris Haggerty emailed a request for more time
July 8, 2025	Discovery that the majority of the ZP-21-275 record is inaccessible
July 15, 2025	Scheduled DRB hearing (current date for ZAP-25-2 and ZAP-25-4)

Attachments: Request For Deferral of ZAP-25-2 and ZAP-25-4

- **Attachment A (page 2):** Button Survey – Preliminary Exhibit (7/2/25)
Prepared by Chris Haggerty, LS. Places the boundary north of the B&G line and avoids conflict with existing structures.
- **Attachment B (page 3):** Email from Chris Haggerty – Request for Extension (7/2/25)
Confirms ongoing efforts to reconcile surveys with Barnard & Gervais.
- **Attachment C (page 4):** B&G Survey – Barnard & Gervais for 172 North Willard View B&G Survey
- **Attachment D (page 5-6):** Letter from Attorney Jesse Bugbee – Fence Boundary Analysis (7/2025)
Offers legal analysis of boundary conflicts and the 15-foot deed restriction.
- **Attachment E (page 7-26):** March–May 2025 Email Thread – Unanswered Zoning Questions. The March 31, 2025, date shows questions asked and not responded to. Because these questions were being ignored, we initiated our public records request.
- **Attachment F (page 27-33):** May 27–28, 2025 Email Thread with City Attorney – Accurate Site Plan Dispute
Discusses deficiencies in the City’s approval of a site plan under ZP-21-275, the gravel area to the south of the driveway, and the failure to address zoning questions central to ZAP-25-4.
- **Attachment G (page 33):** Deed for 172 North Willard Street – Supports restriction against buildings within 15 feet



SURVEY NOTES

	SURVEYED property line (Certified)
	Approximate property line (NOT certified)
	Property line from deeds or plans of record
	Stairline of existing assessment
	Utility pole with overhead wires
	Iron pipe / rebar found (see plan)
	5/8" Rebar with aluminum cap "VT LS 741"
	SE or TO BE SET
	Calculated Point

1. This Bound, Retirement Plot has been compiled from field surveys and record evidence including the following plots:
 - a. "Lands of Margaret & Garrels, LLC, dated 11/16/2023, and Burlington, Vermont, Boundary Retirement Survey Plot," prepared by Bernard & Garrels, LLC, dated 11/16/2023, and recorded in State #9262.
 - b. "Boundary Retirement Plot, 158 N. Willard Street, Burlington, Vermont," prepared by Harris & Garrels, LLC, dated 11/16/2023, and recorded in State #9262.
 - c. "Sketch Plan, D.C. & T.L. Cleary, 158 N. Willard Street, Burlington, VT," prepared by C&T Engineering Associates, Inc., dated 5/14/2014, unrecorded.
2. No contention is based on survey-grade RTK (real Time Kinematic) GPS observations made on 12/16/24 and 12/17/2023, and recorded in State #9262.
3. Vermont State Plane. This redefinition is called NAD 83(2011) epoch 2010.0. The resulting orthometric height is MAM 98 (Geoid83). All distances shown on this plan are of grid value. A ground scale factor of 1.0000667554 should be used to convert to ground level distances.
4. Batton Professional Land Surveyors, PC, completed a ground survey between December 2024 and March 2025 for the purpose of redefining the boundary between the subject parcels.
5. Second resection employed Leica Surveying and Controls, Leica's "Leica" software for unattended collection in "Standards for the Practice of Land Surveying," adopted by the Vermont Board of Land Surveyors effective 1/7/2013. Measurements collected using a Trimble R12 Base/ Rover setup, Trimble 56 Total Station, and post-processed using Trimble Business Center software.
6. The measurements and information produced by this survey and shown herein may contrast from recorded information in the Vermont State Plane, and the subject parcels may be subject to existing boundary, easements, rights-of-way, restrictions, covenants, permits, regulations, and/or setback lines which may not be recorded in the public records. Clear evidence of an easement or restriction of record or evidence of easements and structures, which are readily apparent on the ground, shall be shown on this plan. The subject parcels are shown as they are, and are not intended for any purpose not intended in the City of Burlington Land Records have been reviewed, examined, and utilized for the purpose of this survey. No liability is assumed by the undersigned for any loss, damages, or claims arising from the use of any unrecorded easements or restrictions on the use of the property, which are not shown of record or are not shown of record.
7. This survey revealed boundary inconsistencies between recorded and physical boundary evidence pertinent to this property. These inconsistencies are shown herein.
8. The public right-of-way of North Willard Street is documented to be 4 rods (66') in width, in City Volume 6, Page 508.
9. No limits shown herein are based on measured physical evidence, and curb lines and sidewalks.
10. The dimensions of existing monumentation shown on this plan reflect outside diameter dimensions.
11. Two pin boundary markers shown herein as "SET" or "to be SET" are 5/8" diameter reinforcing steel, 40-inch long, crowned with an aluminum cap, stamped LS 741, set by a Vermont licensed land surveyor at the discretion of the property owner - undersigned.
12. Reproductions of this sketch are not valid unless sealed with a red-inked surveyor's seal and signed by the undersigned.
13. Acceptance of this survey plot or use of the corner monuments found or set during the performance of the field survey hereby limit the undersigned liability related to professional judgment, omissions, errors, omissions or breach of contract to an amount not to exceed the fee charged.
14. This survey is certified to have purports for the purpose of enforcing the boundaries of the subject property as shown on this plan, and is not intended for any other use, and may be associated with the use of this survey other than the above stated purpose.
15. This survey was prepared without benefit of an abstract of title search or the data used or generated in the survey.
16. All technical information of the survey's survey maps, records, files, and data used or generated in the survey for less relevant to any matter that might be discovered by an abstract or title search of the property.
17. The attention of boundary survey maps by anyone other than the original preparer is misleading, confusing, and/or added to by any person(s) in any way without authorization by Batton Professional Land Surveyors, PC. Unauthorized alterations and/or modifications to this plan shall invalidate any and all certifications made herein by Batton Professional Land Surveyors, PC and shall cause this plan, in it's entirety, to be null and void.
18. This is an Original MYLAR.

DATE .	REVISION	BY .
Date of SURVEY 12/20/24-2/20/25 SURVEYORS CHEN, SJP DRAWN CAH CHECKED <i>Closure</i> CAH SCALE 1"=20'	☐ RECORD ☒ PRELIMINARY ☐ DRAWING ☐ SKETCH/CONCEPT ☐ FINAL	Date of Plot 5/1/25 106# BURL0247 FILE BNDRW-MS PLAN SHEET # 1 of 1
PLAY OF BOUNDARY RETACEMENT SURVEYING, SHOWING LANDS OF LUKE PURVIS 164 NORTH WILLARD STREET, BURLINGTON, VERMONT		

From: Christopher Haggerty haggerty@bapls.com
Subject: Request for DRB Hearing Extension
Date: Jul 2, 2025 at 7:22:46 AM
To: Luke Purvis lpurvis78@yahoo.com

Here's a draft paragraph:

It is our understanding that an ongoing boundary dispute is cause for an extension or rescheduling of a DRB hearing. We have prepared the attached plan entitled "Plat of Boundary Retracement Survey showing lands of Luke Purvis, 164 North Willard Street, Burlington, Vermont," dated 5/1/25. The purpose of this plan is to serve as an exhibit, identifying areas of concern where physical evidence and/or occupational limits may conflict with record descriptions and other surveys of record. These areas largely focus on the common boundary between 164 and 172 North Willard Street. The owners of 172 North Willard Street are represented by Michael Gervais, LS, of Barnard & Gervais, LLC. Barnard & Gervais prepared a plan entitled "Lands of Margaret Tamulonis, 172 North Willard Street, Burlington, Vermont, Boundary Retracement Survey Plat," dated 11/16/23 and recorded in Slide 595C of the City of Burlington Land Records. Mr. Gervais and I are in the process of working together to facilitate an amicable solution between the parties. We kindly request an extension to allow for this negotiation to occur.

Christopher Haggerty, LS



Cell: [802-324-2641](tel:802-324-2641)

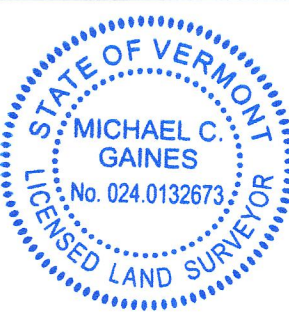
THIS IS ORIGINAL LINK ON MYLAR



- SURVEY NOTES:**
1. BEARINGS SHOWN HEREON WERE GENERATED FROM SURVEY GRADE GPS READINGS COLLECTED WITH A TRIMBLE R12 GPS RECEIVER ON RANDOM CONTROL POINTS AND ADJUSTED TO VT GRID NAD83(2011) USING REAL TIME KINEMATIC CORRECTIONS FROM A VIRTUAL REFERENCE STATION GENERATED BY THE VERMONT CORS NETWORK.
 2. NO ATTEMPT HAS BEEN MADE TO LOCATE OR IDENTIFY ANY EASEMENTS OR RIGHTS OF WAYS UNLESS OTHERWISE SHOWN ON THIS PLAN.
 3. A CLOSED TRAVERSE SURVEY WAS COMPLETED IN OCTOBER, 2023 USING A LEICA TOTAL STATION. THE RESULTING ERROR MEETS OR EXCEEDS THE MINIMUM REQUIRED STANDARDS FOR A SUBURBAN SURVEY AS ESTABLISHED BY THE VERMONT BOARD OF LAND SURVEYORS.
 4. ALL EVIDENCE OF MONUMENTATION FOUND ON THE SURVEYED PREMISES IS SHOWN HEREON. MONUMENTATION FOUND IS CONSIDERED TO BE IN GOOD AND STABLE CONDITION UNLESS OTHERWISE NOTED. ALL IRON PIPE DIMENSIONS PERTAIN TO INSIDE DIAMETER UNLESS OTHERWISE NOTED.
 5. THE RIGHT OF WAY WIDTH FOR NORTH WILLARD STREET, OF 4 RODS (66') IS BASED ON PREVIOUS SURVEYS OF RECORD AT CITY VOLUME 6, PAGE 508. MONUMENTATION FOUND, THE TRAVELED WAY, AND VERMONT STATE STATUTE.
 6. ALL AREA CALCULATIONS ARE BASED ON THE EDGE OF THE RIGHTS OF WAY OF SAID ROAD AND NOT THE CENTERLINE THEREOF.
 7. ALL REBARS SET ARE 5/8" WITH A CAP STAMPED M.C. GAINES VTLs 024.0132673 AND ALL MONUMENTATION FOUND IS AS NOTED.
 8. UNAUTHORIZED ALTERATIONS AND/OR MODIFICATIONS TO THIS PLAN SHALL INVALIDATE ANY AND ALL CERTIFICATIONS MADE BY BARNARD & GERVAIS, LLC AND FURTHER ANY PARTIES INVOLVED IN SAID ALTERATIONS AND/OR MODIFICATIONS SHALL BE HELD LIABLE AND MAY BE PROSECUTED IN A COURT OF LAW.
 9. BARNARD AND GERVAIS, LLC MAKES NO WARRANTIES THAT ALL ENCUMBRANCES THAT EXIST FOR THE SUBJECT PARCEL ARE SHOWN HEREON. ADDITIONAL ENCUMBRANCES THAT MAY EXIST INCLUDE, BUT ARE NOT LIMITED TO, WETLANDS, WELL AND SEPTIC ISOLATION ZONES, HAZARDOUS WASTE SITES AND/OR BROWNFIELDS WITH ASSOCIATED ISOLATION ZONES.
 10. THIS BOUNDARY RETRACEMENT PLAT IS NOT INTENDING TO CREATE ANY EASEMENTS OTHER THAN THOSE SPECIFICALLY LISTED AND DESCRIBED HEREON. ANY DRIVES, PATHS, TRAILS OR OTHER AMENITIES SHOWN HEREON ARE CONSIDERED PRIVATE UNLESS OTHERWISE NOTED.
 11. THE DEEDED DIMENSIONS FOR THE SURVEYED PARCEL AS REFERENCED IN KEY DEED VOL. 132, PG. 554 AND RECORDED 9/30/1949, DESCRIBE A FRONTAGE OF 50' AND A DEPTH OF 165' MORE OR LESS. RECORDS FOUND ON FILE WITH THE BURLINGTON DEPARTMENT OF PUBLIC WORKS PERTAINING TO DAN'S COURT REFER TO ITS STATUS AS A PRIVATE ROAD AS EARLY AS 4/19/1948. IT IS THE OPINION OF BARNARD & GERVAIS, LLC THAT THE SUBJECT PARCEL'S EAST OR BACK BOUNDARY LINE HAS ACQUIRED TO THE BACK OF THE WESTERLY CURB OF DAN'S COURT.

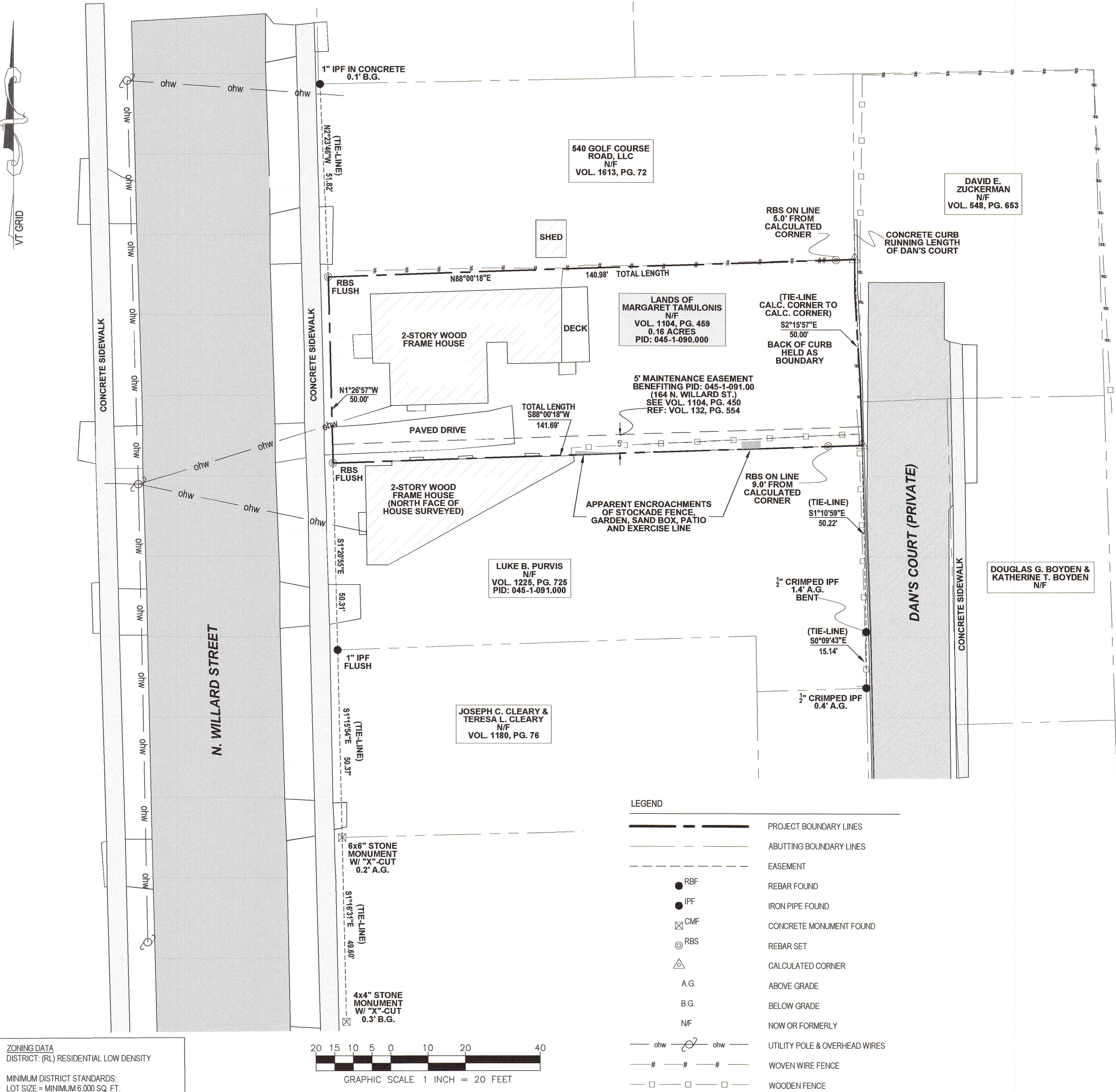
RECEIVED FOR RECORD IN THE CITY OF BURLINGTON THIS _____
DAY OF _____, 20____
MAP BOOK# _____, PAGE# _____, SLIDE# _____
AT _____ O'CLOCK _____ MINUTES _____ M
AND RECORDED IN BURLINGTON, VERMONT
ATTEST _____ TOWN CLERK

PARCEL INFORMATION
OWNER: MARGARET TAMULONIS
VOL. 1104, PG. 459
SPAN: 114-035-15644
PARCEL ID: 045-1-090.000



I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THIS PLAN IS BASED ON INFORMATION ABSTRACTED FROM PERTINENT DEEDS AND/OR OTHER OFFICIAL RECORDS AND CONFORMS TO THE REQUIREMENTS OF 27 VSA § 1403.
DATED THIS 17th DAY OF November, 2023
Michael C. Gaines L.S. 024.0132673

DATE	DESCRIPTION	BY
REVISIONS		
BARNARD & GERVAIS, LLC Land Surveying Water & Wastewater Environmental Consulting 167 Main Street, P.O. Box 820 Burlington, VT 05401 Telephone: (802) 933-5168 10523 VT Route 116, P.O. Box 133 Hinesburg, VT 05601 Telephone: (802) 482-2567		
LANDS OF		PROJECT NO. 23362
DATE: 11-16-2023		SCALE: 1" = 20'
SURVEY: AW, JG		DRAWN: MCG
CHECKED: MCG		DRAWING NO. PL-1
THESE PLANS WITH LATEST REVISIONS SHOULD ONLY BE USED FOR THE PURPOSE SHOWN BELOW:		
☐ SKETCH/CONCEPT	☐ PRELIMINARY	☒ FINAL LOCAL REVIEW



ZONING DATA
DISTRICT: (RL) RESIDENTIAL LOW DENSITY

MINIMUM DISTRICT STANDARDS:
LOT SIZE = MINIMUM 6,000 SQ. FT.
FRONTAGE = AVERAGE OF 2 ADJACENT LOTS
± 5 FT.

SETBACKS:
SIDE = MINIMUM 10% OF LOT WIDTH OR
AVERAGE OF SIDE YARD SETBACKS OF 2
ADJACENT LOTS
REAR = MINIMUM 25% OF LOT DEPTH BUT IN NO
EVENT LESS THAN 20'
MAX HEIGHT = 35'

SURVEY REFERENCES:
1. AN UNRECORDED SURVEY TITLED "PLAT OF SURVEY OF LANDS OF LUKE B. PURVIS - 164 NORTH WILLARD STREET, BURLINGTON, VERMONT" DATED AUGUST 22, 2016 BY HARRIS SURVEYING AND LAND DISPUTE EVALUATION AND PROVIDED TO MARGARET TAMULONIS BY LUKE B. PURVIS.

**KISSANE ASSOCIATES
ATTORNEYS AT LAW**

Two North Main Street, Suite 3, St. Albans, VT 05478-1665

Phone: 802-524-9546 Fax: 802-524-6993

Writer's E-mail: Vtlcx@aol.com

Website: KissaneAssociates.com

John G. Kissane (1914-2005)

Jesse D. Bugbee

William T. Counos, II *

Shane K. Clark

Hannah LaFlam, Legal Assistant

Telephone: 802-524-9546, Ext. 120

* Also Admitted in California

July 8, 2025

Luke Purvis and Christina Lauterbach
164 No. Willard St.
Burlington, VT 05401

Re: Boundary with 172 No. Willard St.

Dear Luke and Christina:

You have informed me that there currently exists a conflict with respect to your north boundary with the adjacent property at 172 No. Willard Street, now owned by Margaret Tamulonis. Following our initial contact, I visited the property and inspected the area of conflict. I also reviewed deeds in your chain of title as well as those for Ms. Tamulonis. In addition, we reviewed historical aerial imagery, along with your own past photographs of the boundary area. We reviewed the Bernard & Gervais ("B&G) survey prepared for Ms. Tamulonis and the plot prepared for you by Chris Haggerty. Finally, we reviewed written statements by Adam Phillips, Dan Phillips and ChrisWilde.

The B&G survey appears to rely solely on deed dimensions rather than obvious evidence on the ground to locate the common boundary. Typically, surveyors attempt to harmonize deed records with actual physical evidence to avoid unnecessary conflict. In this case, B&G placed the line along the north side of your dwelling while ignoring the presence of the window wells on your north wall. Undoubtedly, those window wells have existed for decades. Although they appear on the B&G survey, it is puzzling why they were not taken into account in fixing the boundary location, or least noted for a possible contradiction with the deeded dimensions. Moreover, the Tamulonis chain of title, beginning with the 1949 deed from Frederick and Lillian Gill to William and Constance Hill does not describe the south line of that property as running directly along the north side of your home. Presumably, that would have been important to mention had that been their intention.

The Haggerty Plot does take the window wells into account in their representation of the boundary, and utilizes a more practical approach of not using the north wall of your home as a boundary monument. This all would seem to be more consistent with generally accepted surveying principles. I would note that the current location of the PVC fence Ms.

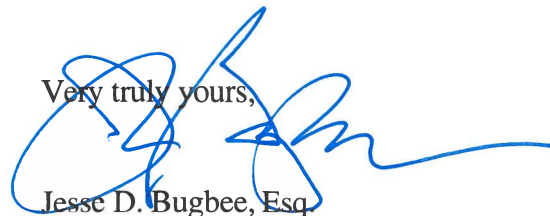
Tamulonis has erected at the end of her driveway, which actually comes in contact with your house, is clearly in violation of the five-foot-wide maintenance easement that is part of your title. That easement is contained in a Warranty Deed from Frederick and Lillian Gill to William and Constance Gill, dated September 30, 1949. That deed also contains a restrictive covenant that prohibits the construction of any buildings within 15 feet of the Tamulonis south line. You have provided me with documents showing your neighbor's intent to construct a deck and access ramp on the rear of their home. These improvements would be considered additions to the building, and thus come under the covenant restricting their construction within the 15 foot "no build" zone. The City zoning office should be made aware of the restriction before any permit or approval is granted.

The more apparent area of conflict concerns the location of your stockade fence towards the rear of your lot. Prior aerial imagery shows a clear and mature tree line that matches the fence location. Your photographs show the prior wire fence in the same location which had marked the boundary for a considerable amount of time. The tree line and metal fence location is further supported by the statements of Adam and Dan Phillips. These gentlemen have personal knowledge of the fence line location that extends back 30 to 40 years, far beyond the time required to establish adverse possession. Their testimony corroborates the physical evidence on the ground, and clearly puts the new stockade fence within the area contained by the old wire fence. Although Mr. Wilde's history with the area is more recent, he does match the mature tree line with the wire fence location.

This evidence, along with written correspondence between you and your neighbor, and her acquiescence to the placement of planters and the fence itself, removes any doubt that the line now marked by the stockade fence has been recognized and acknowledged to be the actual boundary location. Title to this area, however, would require either a mutual agreement or a judicial determination the requisites for adverse possession (or possibly prescriptive easement) have been met. That means that the boundary must have been used and acknowledged as such for at least 15 years. In my opinion, the available evidence clearly meets that standard.

The most practical and economical solution for this matter would be either a boundary line adjustment to formally establish the fence as the boundary, or an easement to allow the fence to remain without altering the boundary itself. In any event, I would also suggest that the Haggerty plot also be agreed upon to avoid future conflicts on the west end of the boundary.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jesse D. Bugbee", with a long horizontal flourish extending to the right.

Jesse D. Bugbee, Esq.

JDB/hll

From: Luke Purvis lpurvis78@yahoo.com
Subject: Re: Feedback about deck projec
Date: Apr 17, 2025 at 7:37:01 AM
To: Scott Gustin SGustin@burlingtonvt.gov, Mayor's Office
mayor@burlingtonvt.gov
Cc: Christina page38@hotmail.com, Garret King gking@burlingtonvt.gov,
Kimberlee Sturtevant ksturtevant@burlingtonvt.gov

Dear Mayor's Office,

We reiterate our request to release the work product and all communication regarding our property and adjacent neighbor's property during zoning and code enforcement.

Unfortunately, for over 10 years, Scott Gustin and Kim Sturtevant have knowingly and willfully failed to tell the truth creating continuous neighborhood conflict and unnecessary and excessive harm to our family. Failing to tell the truth has caused our family and property to be framed with an enforceable violation that does not actually exist.

Scott and Kim continue to work on projects at our property and for our neighbors. It's currently impossible to tell if and when their dishonesty has ended. The records we are requesting are essential to understand why this dispute continues to drain city resources, to advocate for our property rights, and to stop their use of authority to retaliate by placing our property in permanent zoning limbo.

There is a scheduled DRB for June 3rd. We need these records well before that date to prepare our appeal. Please allow the release of these records, so our family can finally have peace from the unjust attack of these individuals on behalf of the City of Burlington.

Thank you,
Luke Purvis
Christina Lauterbach

Sent from my iPad

On Mar 31, 2025, at 11:11AM, Luke Purvis <lpurvis78@yahoo.com> wrote:

Hi Scott,

The mayor has indicated there is a large budget deficit. Yet you and Kim continue to spend municipal resource to cover up your past actions, leave a matter incomplete, and my family in a state of limbo where we keep getting Parking tickets that the city attorney dismisses to cover past actions....restarting the cycle of waste and harassment.

Which part of the settlement, in your interpretation, prevents resuming parking use(Since you have stated my property is clearly not in compliance with the settlement)?

Since, the fake standard you applied is about resumption intervals of parking, one would think the city would have included a provision preventing parking use from resuming. The city did not. So, stop adding what you think should have been included into your interpretations. This matter persists because zoning, code enforcement and city attorney office do not agree with one another.

The Bianci provision allows reconstruction? Right? Thankfully the CDO writers envisioned dishonest and or incompetent zoning managers and city attorneys weaponizing the ordinance against individuals and decided to protect

residents, by providing the reconstruction clause.

Secondly, the ordinance allows change. I have made the change, like the ordinance allows. I'm now asking for that change to be documented so all parties stop wasting time and energy on "lawn parking" tickets. Please answer this.

Dan Richardson saw something in the public information request I made about the actions of you two. I have agreed to not ask for those, but if you are going to continue to expend municipal resources to leave a matter incomplete, then I will need to start that request again.

Mayor's Office, I ask for your permission to release the work product records between the zoning manager and city attorney and code enforcement about this nonconformity. In there, there will be documentation necessary to understand why these individuals have expended municipal resources on a standard that does not exist in the CDO. Only those records will stop the never ending waste of municipal resources on this matter.

Scott, please answer the questions I asked below. I have asked them multiple times. It's appalling customer service to ignore legitimate questions. If you won't please indicate why you refuse to do so, or, who I should ask instead.

I want you know the city attorney informed the environmental court that the city was compelled to act when it is informed about an alleged violation. The gravel on the 158 north Willard easement was part of the 2014 written

complaint. Yet you have acted in direct contradiction to what the attorney told the court by producing no decision while not issuing a violation.

Scott, if the city attorney is not going to enforce your dishonest and flawed decisions and you believe I'm not in compliance then you two need to resolve your disagreement and stop harassing our family by placing our family in the crosshairs of municipal departments disagreement.

Thank you,
Luke and Christina

Sent from my iPad

On Mar 31, 2025, at 10:11 AM, Scott Gustin <SGustin@burlingtonvt.gov> wrote:

Good morning, Luke.

There are no past or pending zoning enforcement actions against your property. The property is clearly not in compliance with the current settlement agreement; however, the city attorney's office has not enforced it.

You seem keenly interested in berating me and alleging malfeasance. As I've said before, I have never lied about you or your property. I know how I conduct myself better than anyone, and I can assure you with 100% confidence that your perception of my conduct is incorrect. You have pursued appeals and litigation and have come up short under the law.

I am done with this thread.

Scott

Scott Gustin, AICP, CFM
Principal Planner & Zoning Division Manager
Dept. of Permitting & Inspections
645 Pine Street, Burlington, VT
802-865-7189

From: Luke Purvis <lpurvis78@yahoo.com>
Sent: Friday, March 28, 2025 10:55 AM
To: Scott Gustin <SGustin@burlingtonvt.gov>
Cc: Garret King <gking@burlingtonvt.gov>; Christina <page38@hotmail.com>
Subject: Re: Feedback about deck projec

[WARNING]: This email was sent from someone outside of the City of Burlington.

Scott,

Clearly you are confused. I stand by my statements. Please answer the below questions to clear up the confusion.

I asked that you provide the section of the CDO that says parking use is a non conformity. Provide that section or answer why you will not provide the section.

Tell me why you enforced a standard that you would not permit? Do enforcement actions and zoning permits have different standards?

Did you or did you not make deliberate administrative error on the site plan I submitted for my fence permit?

Why in the multiple permits after the violation, did you not inform the DRB about the fake standard or inform me of the appropriate standard to request be applied?

Are you currently trying to replace my access to the correct standard (lot coverage) with a fake standard about parking use?

Do you acknowledge there is currently gravel on the 158 north Willard easement. Does the approved site plan for 158 show this gravel?

Did the 2014 complaint clearly request a zoning decision about the gravel on the easement? Please provide the decision that was issued based on that written complaint about the 158 north Willard property or indicate what zoning enforcement did to address that portion of the complaint, so we can determine if the 2014 written complaint has been completed.

When I submit my fence permit for a COO will you respect the fact that there is gravel throughout the SPA and no lot coverage violation and no zoning enforcement about this area to allow it to be documented so the parking there is no longer considered lawn parking?

Is not issuing a violation about a non conformity clearly identified in a written complaint the same as issuing a decision that no violation exists?

Does the city regularly issue violations it has no intentions to enforce?

Does a parking ticket about lawn coverage indicate a zoning decision would occur if the parking ticket is appealed and the area in question does not have a zoning decision about the non conformity?

Why has Ted Miles continually stated in see click fix that previous submissions about the

easement are duplicate to decision about the 2' strip. Were you Ted miles manager? If not who was?

Your honest and truthful answers to those questions are necessary to address my accusation that you participated in framing my family with a fake violation.

You have a responsibility to document non conformity that exists or to remove it. Instead you have not documented non conformity and are taking no action to remove it. Your game playing of enforcing a decision about violation but then not enforcing the violation that you spent so much tax payer recourses is frankly distasteful as person who contributes my tax payer dollars to support city government.

My factual statements about the your actions and the culture impart on your department will only be broadcast more widely from here. Christina and I would like to work this out with you and move on. But keeping us stuck in your bureaucratic hellscape is not acceptable.

Thank you
Luke
Sent from my iPhone

On Mar 28, 2025, at 9:13 AM, Scott Gustin <SGustin@burlingtonvt.gov> wrote:

These comments continue to be way off base, Luke. There has been no zoning enforcement at all involving your property. Parking tickets are different and are driven by yard parking. It looks from your comments below that you're declining to make a complaint about 158.

Scott Gustin, AICP, CFM
Principal Planner & Zoning Division Manager
Dept. of Permitting & Inspections
645 Pine Street, Burlington, VT

[802-865-7189](tel:802-865-7189)

From: Luke Purvis <lpurvis78@yahoo.com>
Sent: Wednesday, March 26, 2025 11:13 AM
To: Scott Gustin <SGustin@burlingtonvt.gov>
Cc: Garret King <gking@burlingtonvt.gov>; Christina <page38@hotmail.com>
Subject: Re: Feedback about deck projec

[WARNING]: This email was sent from someone outside of the City of Burlington.

Hi Scott,

First of all, My comments are based on fact. If they make you uncomfortable, I suggest you stop treating my family and the residents of Burlington in the way you have. They are in no way erroneous. You participated in framing my family with a fake violation and lied to me, my neighbors and the DRB to enable your enforcement. You committed this fraudulent and deceitful activity with the help of Kim Sturtevant, Ted Miles, Jeanne Francis and Ken Lerner.

Regarding the gravel on the easement enforcement, your characterization is inaccurate. I have sent Ted Boyle multiple emails asking why the complaint submitted in 2014 has not been completed. He has chosen to not respond. I have asked him to connect me to his manager if he is unable to answer. He has ignored that request too. I'll forward you those emails. Who is the one saying that the complaint from 2014 is not about gravel on the easement? Who is the one saying the 2014 complaint has been completed? If it has been completed then why isn't there a decision stating that no enforceable violation has been issued about the easement and 1968 parcel?

You are also mistaken about the enforcement. We have been issued a number of tickets. That those tickets get dismissed by Kim Sturtevant without allowing a zoning decision on the easement and 1968 parcel is a violation of the process that is supposed to happen and would bring resolution. This then brings further see click fix submissions from neighbors and anonymous people. My family keeps getting attacked verbally by people because the gravel on the easement is not documented so is considered lawn. Until the city acknowledges the fact that it did not issue a violation there despite the area being clearly

identified in the complaint, my family is unable to live in peace. It is a major problem for our family.

The tickets are problematic because they target the person parking. But if the person ticketed appeals a lawn parking ticket it's supposed to go to zoning where it will be handled by the lot. This non conformity spans two lots. But it's never getting to zoning about the easement and 1968 parcel because Kim keeps dismissing the ticket. Her dismissals reset the process creating a permanent state of limbo that does not respect the lack of a lot coverage violation in any portion of this non conformity from the investigation of the 2014 complaint.

I don't believe there is a violation in this non conformity. This belief is consistent with the city's action of not issuing a lot coverage violation in any of this non conformity. (There are 5 people who submitted sworn statements that there was gravel and parking on the 1968 parcel before 1972. The city policy on non conformity requires evidence to the contrary to refute those affidavits. There is no evidence to the contrary about the 1968 parcel which is the furthest part from the driveway in the southern gravel area).

Therefore, I will not submit a complaint that that indicates there is a violation there. It's up to the city to act. You know there is gravel that is not accurately documented on the site plan on the easement and 1968 parcel. You made deliberate administrative error to not approve the site plan we submitted for the fence after the Richardson settlement that indicated there was gravel in the 1968 parcel and easement. You and the city continue to do nothing about that gravel creating a bureaucratic ground hog day nightmare for my family. By ignoring it, you improperly attempt to prevent my access to the reconstruction portion of the bianci provision. What I am interested in is for the city to acknowledge the gravel on the easement was part of the initial complaint and that the city did not issue a violation there. That the 1968 parcel is also part of the same nonconformity. That would bring this matter to a close.

This is appropriate course of action because the gravel on the easement at 158 north Willard is clearly identified in the complaint. I have consistently documented during my participation with the investigation the lot coverage on the 1968 parcel. Follow up emails from the Cleary's to city staff clearly request a decision about easement gravel. Yet, the

city has issued no violation about that gravel. I understand that to mean there is no violation there. As the bianci provision allows reconstruction when a minority of a non conformity has been destroyed (as is the case on the 2' strip) I have reconstructed the entire non conformity. If the city wants to prevent my reconstruction of the 2' strip like the bianci provision allows, you can issue a violation about the gravel on the other 60%+ of that non conformity. The CDO does not include reconstruction in its definition of development. Therefore, no permit is required for reconstruction, as such I have not submitted a permit for this reconstruction.

If the city were to issue a violation about the easement 11 years after the complaint, that would create a number of problems, most relevantly is that you would likely be applying a different standard than was enforced on the 2' strip. People submitted affidavits believing parking use was a valid standard. It's not, you have said so. We can't redo the things that were said while you were applying the wrong standard. People have passed away since then. It is not reasonable to apply 2 different standards to the same non conformity and wait 11 years between issuing violations about the same nonconformity. There has been a private land rights exchange based on the city's actions to date and it would cause more hardship to my family if you now issue a violation at this late date without acknowledging the fake standard and the private land rights exchanged based on the fake standard.

If you remember the Cleary's, a major source of that conflict was a pathway depicted on the assessor maps in the 1968 parcel and then what the size of the easement should be if that path does exist. The actual size of this area was 15', but the 1968 deed said approximately 12' and the easement deed said 12' but touches the corner of the 1968 parcel. Cleary believed both areas should be 12'. Jeanne Francis spent a lot of time trying to interpret the easement deed before issuing her fake violation. My surveyor has found the original deed in this area. It clearly states that area is 15' which is important because it debunks the primary source of the Cleary fury and shows that they simply didn't want to do the digging and diligence required to understand the source of the problem. We have been forced to undertake that responsibility at great expense to protect what Mr Leclair, the previous owner of our property for 50 years had provided to us. Then has soon has he sold, Cleary started his non sense about the 12' or 15' and threatening to file a written complaint if I didnt make the easement 12 and give him a path to Dans court. Now we know, In combination with the fake standard you applied, the private land transfer and the

entire action against my property from 2014 complaint is based entirely on error. Below is the excerpt from 1888 that identifies the 1968 parcel as 15'.

We are tired from dealing with city staff who transact on errors and who use their authority to cover up those errors. We have reconstructed the SPA like the CDO allows. As there is no parking use violation in the easement and 1968 parcel we are parking in the entire non conformity because CDO applies to both properties equally and there is no violation for the 158 portion of this non conformity and no violation in the 1968 portion of the same nonconformity.

We have been subject to so much unnecessary conflict, litigation and enforcement based on these errors. Its drained our resources and caused much conflict that should not have occurred. We uphold the CDO in our actions and we ask that you do the same to bring peace to our family on the southern side of our property.

Thanks,
Luke and Christina
<image001.jpg>

Sent from my iPad

On Mar 26, 2025, at 9:04 AM, Scott Gustin <SGustin@burlingtonvt.gov> wrote:

Continuing to erroneously assail me does not accomplish anything, Luke. Again, I cannot influence your perception. There has been 0 zoning enforcement against your property. None.

When the enforcement team met earlier this week, the report back was that you did not reply as to whether you wanted to pursue the complaint about 158 anonymously or not. Please specify either to me or through the portal in the complaint.

Scott

Scott Gustin, AICP, CFM
Principal Planner & Zoning Division Manager
Dept. of Permitting & Inspections
645 Pine Street, Burlington, VT
802-865-7189

From: Luke Purvis <lpurvis78@yahoo.com>
Sent: Tuesday, March 25, 2025 3:48 PM
To: Scott Gustin <SGustin@burlingtonvt.gov>
Cc: Garret King <gking@burlingtonvt.gov>; Christina <page38@hotmail.com>
Subject: Re: Feedback about deck projec

[WARNING]: This email was sent from someone outside of the City of Burlington.

Scott,

If you have never lied, why have you enforced a different standard than you permit? If you didn't lie, then who did to achieve the duplicitous violation?

You have been the person responsible for the city enforcement at my property. Your title is zoning manager. Your name is on the decisions that have been produced. Residents of this city are not required to adhere to fake zoning standards that don't exist in the CDO, but for some reason you force forever litigation onto my family by enforcing a standard that doesn't exist. When you act like this, you lie, to my family, to my neighbors, and to the DRB. If you do this to my family, you do this to other family's in Burlington. Your choice to not provide truth, to look the other way when wrong doing(improper enforcement in the case here) is occurring makes your testimony a lie and dishonest and not truthful.

Is there a secret document somewhere that says parking use is a non conformity? Please provide the specific section of the CDO that says parking use is a non conformity making it subject to non conformity discontinuance intervals like 60 days. If you don't provide that section of the CDO in your response, then we know it doesn't exist. And that you have been responsible for applying a fake standard at my property, responsible for attempting to replace the legitimate standard with a similar sounding but fake standard. This is a story the public will want to hear about.

If you desire to protect your integrity and that of your department, then you need to address the specific questions I have asked you. Each time I question your integrity and honesty, you avoid the specifics necessary to answer the questions. Why is there no zoning violation for lot coverage at 158 north Willard for the gravel on the easement?- I know, because you weaponized the ordinance to target my family with a fake standard and decided not to also apply that fake standard to the easement owners who submitted the written complaint.

Since you assert your truthfulness and demand I not impugn integrity, then why haven't you documented that the gravel on 158 North Willard easement is not a violation? Instead you pretend no gravel exists there and that there is no discrepancy between this area and the approved site plan at 158 north Willard. Issuing no violation for a portion of a non conformity that is described in a written complaint should be the same as a decision that no violation exists, especially when no lot coverage violation has been issued about this area. But, you refuse to do the proper administration of this area thereby making those actions mean the same thing. You use your authority to not apply lot coverage standards at 158 north Willard despite the CDO applying to all residential properties. These actions highlight your lack of integrity in your position.

If you want to answer the questions, perhaps there is a reason that is explainable. But you have lost the ability to simply state I don't lie and have it be believable. Feel free to answer the questions. We are a reasonable and forgiving family. But we will not submit your abusive and dishonest behavior to date and we will work tirelessly so that your actions in this matter are apparent to all so that no one trusts when you touch their permit.

Please take the time to thoughtfully respond and especially address why you have chosen to not apply lot coverage standards to the gravel on the 158 north Willard easement.

Thanks,
Luke

On Mar 25, 2025, at 1:50 PM, Scott Gustin <SGustin@burlingtonvt.gov> wrote:

Luke,

I have never lied about you or your property. Your continued perception otherwise is beyond my ability to influence. I do not impugn your integrity and would appreciate the same in return.

Scott

Scott Gustin, AICP, CFM
Principal Planner & Zoning Division Manager
Dept. of Permitting & Inspections
645 Pine Street, Burlington, VT
802-865-7189

From: Luke Purvis <lpurvis78@yahoo.com>

Sent: Tuesday, March 25, 2025 9:23 AM

To: Scott Gustin <SGustin@burlingtonvt.gov>

Cc: Garret King <gking@burlingtonvt.gov>; Christina <page38@hotmail.com>

Subject: Re: Feedback about deck projec

[WARNING]: This email was sent from someone outside of the City of Burlington.

Scott,

Yes you did and continue to do so. You have knowingly allowed a violation about a standard that does not exist in the CDO to persist.(parking use) If you have not lied and acted with dishonesty, why do I have a violation about a fake standard? Why did it take you 10 years to divulge a fake standard was applied? When will you be applying the correct standard now that you have acknowledged a fake standard was applied? The city still has an obligation to apply the correct standard in the area identified in the 2014 written complaint and document that decision based on a lot coverage standard. My family is getting personally attacked through see click fix because you prioritize hiding your falsehoods over administering the ordinance fairly and allowing the appropriate documentation of this area to occur. When you withhold the facts and correct standards you lie to the DRB. You manufacture conflict between neighbors. You harm the integrity of the entire municipal government.

You participated in mediation sessions where you allowed the wrong standard to persist. That's negotiating in bad faith.

You made deliberate administrative mistakes in the site plan you approved for our fence permit to cover up your involvement in applying the fake standard to a minority of a non conformity.

Right now, you and Kim are ignoring gravel at the 158 north Willard property that is not on a site plan which is part of the non conformity identified in a 2014 written complaint. You have an obligation to address this gravel based on the complaint, but instead you are using your authority and lack of effective oversight to shield yourself and Kim Sturtevant from being accountable for your actions. Unfortunately, lies, mistakes and deliberate omissions are how you, a leader, perform zoning administration.

Please leave my family alone and stop poisoning the culture of this department through your leadership. Apply the correct standards so that my family can have peace.

If you cannot commit to start acting with honesty when dealing with my property you are not welcome here. Simple as that.

Luke

Sent from my iPad

On Mar 25, 2025, at 7:57 AM, Scott Gustin <SGustin@burlingtonvt.gov> wrote:

Luke,
I have never lied about you or your property.

Scott

Scott Gustin, AICP, CFM
Principal Planner & Zoning Division Manager
Dept. of Permitting & Inspections
645 Pine Street, Burlington, VT
802-865-7189

From: Luke Purvis <lpurvis78@yahoo.com>

Sent: Tuesday, March 25, 2025 12:03 AM

To: Garret King <gking@burlingtonvt.gov>

Cc: Scott Gustin <SGustin@burlingtonvt.gov>; Christina <page38@hotmail.com>

Subject: Re: Feedback about deck projec

[WARNING]: This email was sent from someone outside of the City of Burlington.

Hi Garret,

I see you added Scott. Scott has a long history of lying about my property. His willingness to be dishonest is not welcome here. Scott, can you commit to start telling the truth so I can have some assurance you aren't continuing to deliberately harm my family?

That being said, Garret, what does public comments and concerns mean? How does this feedback work to improve plans?

The deck height is our(Christina too - I ccd her) major concern. Can you point me to examples of decks that have been approved and are similar to this one (side of the house and less then or equal to 15' away) I've walked around my block and there are no decks like this in the neighborhood that I could see. This deck is uncharacteristic in this neighborhood.

This deck is permanently displacing the long term location of garbage and recycling receptacles. Garbage and recycle bins are being placed just a couple feet from our windows, under our eaves. What we hoped was a temporary nuisance now seems like a permanent intention. Can a less impactful location for these bins be established as part of this development?

Our curtains along our lower window pane now block the bins from our view. But the deck height will then give vantage over our curtain and into our living room and to a walkway for our bathroom through the upper pane. We have recently asked these neighbors to remove a ring camera that was filming inside our home at a similar vantage. This deck repeats the same privacy intrusion. We want privacy and natural

light in our home, and don't believe a second deck for a single family home should take those basic tenets for well being from us. Privacy intrusion is probably why similar decks don't exist around here.

Finally, is there any limit on number of zoning permits within a time period? What we are experiencing is permits approved back to back to back to back that makes it look like a continuous development but the piecemeal permitting process doesn't provide the final plan until well after the initial permit. It's difficult to provide feedback when the development occurs like this because impacts of certain early decisions aren't apparent until a later permit and then it's too late to provide feedback.

Thanks
Luke

Sent from my iPhone

On Mar 21, 2025, at 2:53 PM, Garret King <gking@burlingtonvt.gov> wrote:

Hello Luke,

Public comments or concerns are always accepted and will be attached to the permit

record. I will make a copy of your email and upload it to the attachments of this permit. This permit is currently in the 15 day appeal period until April 5th. During this time any comments or concerns you may have can be submitted. If you wish to appeal this permit you can use the following link: [Zoning Appeal to Development Review Board - City of Burlington, VT](#)

I hope this helps,

Garret King
Associate Planner
Dept. of Planning & Inspections
645 Pine Street, Burlington VT
gking@burlingtonvt.gov
802-865-7190

From: Luke Purvis <lpurvis78@yahoo.com>
Sent: Friday, March 21, 2025 2:09 PM
To: Garret King <gking@burlingtonvt.gov>
Subject: Feedback about deck project

[WARNING]: This email was sent from someone outside of the City of Burlington.

Hi Garret,

Is it too late to provide feedback or request changes here?

First of all, we are expecting any day a survey that contradicts and identifies errors the survey provided by 172 north Willard, especially at our shared boundary line.

The height of the deck will be really intrusive. As the oldest property on the block, our foundation height is low like for older properties. Their deck height will provide high vantage and orientation into our living room and bathrooms windows. That is majorly intrusive to our privacy. The deck orientation will have people facing south and seeing into our home through our windows.

Thanks
Luke

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a=https%3a%2f%2fvpc3uploadedfiles.blob.core.windows.net%2fvpc3-
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Sent from my iPad

From: Luke Purvis lpurvis78@yahoo.com
Subject: Re: Zoning Status 164 North Willard Street
Date: Jun 20, 2025 at 6:52:05 AM
To: Kimberlee Sturtevant ksturtevant@burlingtonvt.gov, Christina
page38@hotmail.com

Kim,

Section 13 of the settlement requires good faith communication.

What is the decision that defines the easement as not being available for parking? We are not aware of any decision that addresses a majority of the non conformity to the south of driveway.

Was the decision about the easement incorporated into the 2014 decision about the written complaint which was about the gravel in the easement?

I will need these answers for an upcoming drb hearing. Please perform you duties of good faith communication under the settlement agreement and answer my questions.

Thanks

Luke

Sent from my iPad

On May 27, 2025, at 2:06 PM, Luke Purvis <lpurvis78@yahoo.com> wrote:

Hi Kim,

The site plan that was approved is not the site plan we submitted. Scott Gustin made deliberate administrative error to make it appear like the site plan we submitted did not clearly identify the easement and 1968 as gravel. Scott Gustins deliberate act of error does not supersede the settlements stipulation of an accurate site plan. The settlement does not say the fence permit site plan can be used instead of an accurate site plan.

In terms of parking. The settlement connected the driveway to the easement gravel where parking is not prohibited. As zoning applies to all, we don't anticipate you will object to our continued parking on the easement area

clearly identified in the written complaint and lacking a zoning citation and excluded from conditions of the settlement. Scott Gustin described the irrelevance of car parking in areas where zoning didn't require the removal of gravel in the 2022 staff report. If you do object, we ask you stop singling out our property to receive different standards than everyone else. We ask that you work out your difference in opinion with Scott Gustin instead of holding our property and family hostage. Because the CDO allows reconstruction , the turn around spot no longer exists. Therefore, Any limitation about parking in the turn around spot is no longer relevant. It's obsolete.

To state the area of the easement is not zoned for anything but green space is incorrect. It was part of a written complaint that described deposition of gravel and no zoning citation was issued about the easement in response. It's been gravel since it was created and there is no zoning citation to alter it nor is it part of the settlement. We continue to advocate for zoning standards to apply to the easement. The city's current actions to not apply zoning standards in the easement undermine public trust and fairness. The city's approach that no property is responsible for accurately documenting the actual conditions on the ground in his area is in error.

Patio...we have commissioned a survey so we know where the boundary to begin measuring the 5' is. That survey is close to completion. We have asked for an extension so that we may accurately document where our boundary begins.

Thank you,
Luke and Christina
Sent from my iPad

On May 27, 2025, at 11:23 AM, Luke Purvis <lpurvis78@yahoo.com> wrote:

Kim,

Because there is a boundary dispute about our fence, we commissioned a survey to accompany our request for a certificate of occupancy. We need the extension for our permit so the survey can be completed. This is a reasonable request for an extension when there are circumstances impacting the permit.

We request to see your notes about our property. We still can not see how a complaint about lot coverage was transfigured into a decision about parking use. We believe this a simple request. We do not understand why it is so hard to be given this information. You mention that much of the review has been done per our request. This is true, however, we have not been given the actual answers. We are unsure why so much effort is being expended not sharing the standards that were applied in making your decision to change Jean Francis's research and assessment of our property.

Again, we will cite settlement section 13 that says we will communicate in good faith when issues arise. We are asking for good faith communication.

The site plan you say was approved does not contain a lot coverage calculation and therefore is incomplete.

Thank you,
Luke Purvis

Sent from my iPhone

On May 27, 2025, at 10:56 AM, Luke Purvis <lpurvis78@yahoo.com> wrote:

Hi Kim,

There is no longer a turn around space. The original non conformity has been reconstructed using section 5.3.2. The turn around space never returned the 2' strip to conformity therefore reconstruction is allowed In the 2' strip. Per the definition of development in the CDO, reconstruction does not require a zoning permit.

The original written complaint clearly identified the gravel on the easement as an issue. It is still gravel and photos show it was gravel before the complaint. As there is Written complaint about this area and no enforceable violation all parties need to depict this area as gravel in their records. It is the city's responsibility to ensure this. It's the only way to implement the ordinance fairly.

Please provide the enforceable violations regarding the gravel lot coverage in the 1968 parcel, the easement, and the 2' strip. We are not aware of any. Providing them or acknowledging they do not exist is necessary at this time.

As there is no turn around space and no limitation about the gravel that exists in the rest of the gravel non conformity at the south of our property we are using the entire area similarly to the way it's been used since 1968. Specifically there is no zoning decision limiting parking use on the easement. As zoning applies to all, we will continue parking in it as 158 north

Willard would be allowed to if they had lot coverage connecting it to their driveway.

We have asked for an extension to complete the unfinished work of this permit. We needed your response sooner than this to avoid the need for an extension. Scott Gustin will not allow the extension or provide the standards for when extensions can be granted. We would like the extension. This would grant you time to provide the enforceable violations about gravel in the easement and 1968 parcel. We will file an appeal if necessary about the lack of extension. But we would like to ensure that our approval is not vacated to lack of Certificate of occupancy. We are unsure how to request the certificate of occupancy if extensions are no longer available for incomplete projects.

Thanks

Luke

Sent from my iPad

On May 27, 2025, at 10:30 AM, Kimberlee Sturtevant
<ksturtevant@burlingtonvt.gov> wrote:

Dear Mr. Purvis,

I have reviewed my files regarding the zoning status of 164 North Willard Street. As you are aware, there has been a lot of review of the property's zoning in the last decade by the City and the courts. While the initial review was based on a complaint from a neighbor, the majority since that time has been at your request. At this time, in the City's opinion, the zoning requirements and allowances for the property are clear as set forth below.

- **Use of the property:** the current approved use of the property is as a duplex. Any change in the use will require a zoning permit.
- **Lot coverage:** Per site plan approved on 5/26/22, lot coverage includes the house, garage, recognized paved driveway, turn-around spot, and reconfigured patio. The remainder of the property is to be grass/greenspace.
- **Parking:** contained in the recognized paved driveway and garage, none to south or north of the recognized paved driveway and none in turn-around area. The turn-around area is solely for turning around.
- **Turn-around area** allowed so long as: made of grass block pavers (also known as turf block pavers); regularly maintained (seasonably appropriate green and/or vegetative appearance); not to exceed a maximum length of 7.5 feet and 7 feet in width; to be situated along the southern edge of the driveway so long as it is situated no less than five feet behind a line extending from the rear of their primary residence and contained fully within the 164 North Willard Street property boundaries, Owner shall install and maintain landscaping sufficient to contain the turn-around area to the dimensions above and prevent enlargement; the turn-around area is for turning around, not parking. It shall be the Owner's responsibility to prevent parking in the area. If the Owner cannot prevent parking to occur, and there are 3 or more instances within a calendar-year period when it is used for parking (defined as the act of stopping and disengaging a vehicle and leaving it unoccupied for approximately fifteen minutes or more), Owner shall remove the turn-around area and plant and maintain grass in the turn-around area with a landscape barrier to prevent further use of it for parking or turning around.
- **Fence:** approved in ZP-21-275, set to expire on May 26, 2025. Needs to be in compliance with approval and closed out with a certificate of occupancy.
- **Patio:** to be contained within area noted on the 5/26/22 site plan. No portion can be within 5-foot setback of northern boundary.
- **"Easement area":** The easement is a private arrangement between the neighboring parties. The terms or existence of the easement does not impact the zoning requirements of that area. The area of the easement is not zoned for anything but greenspace, no parking or driveway is allowed under zoning.

I appreciate your frustration that you believe some of the zoning aspects of the property were different when you purchased it from the prior owner, however, we have already litigated those issues and any grievance that remains is not with the City. The current zoning approvals for the property are identified above.

Sincerely,
Kim

Kimberlee J. Sturtevant, Esq.
ACA, Director of Litigation
Office of City Attorney & Corporation Counsel

149 Church Street
Burlington, VT 05401
(802) 865-7121
(802) 865-7142 (TTY)
(802) 865-7123 (fax)

ksturtevant@burlingtonvt.gov

IF YOU ARE NOT THE INTENDED RECIPIENT: This information in this e-mail and any attachments is confidential and intended solely for the use of those to whom it is addressed. This communication may contain material protected by the attorney-client privilege. If you are not the intended recipient, or someone responsible for delivering this message to an intended recipient, be advised that you have received this e-mail in error and that any disclosure, forwarding, copying, printing, or distribution is strictly prohibited. If you have received this e-mail in error, please notify us immediately by calling (802) 865-7121. IF YOU ARE THE INTENDED RECIPIENT: Please note that: e-mail is not a secure method of communication; any e-mail that is sent to you or by you may be copied and held by various computers as it is transmitted; and, persons not participating in our communication may intercept our e-mail communications. If you do not wish to receive communications from us by e-mail, please notify us immediately by calling (802) 865-7121.

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

In Presence of:

Madge C. Conant

S. B. Rowley

Alice D. Bassett

Arthur W. Johnson

Margaret L. F. Fowler

Robert Heywood

Catharine B. Hagar Seal
Catharine B. Hagar

Raymond E. Bassett Seal
Raymond E. Bassett

Thomas D. S. Bassett Seal
Thomas D. S. Bassett

V1132, P.554 PURVIS (4)

STATE OF VERMONT,
CHITTENDEN COUNTY, } ss.

At Burlington this 28th day of July A. D. 1949 Catherine B. Hagar personally appeared, and she acknowledged this instrument, by her sealed and subscribed to be her free act and deed.

Before me, S. B. Rowley (Notary Public) SEAL

STATE OF NEW HAMPSHIRE :
STRAFFORD COUNTY : ss

At Durham this 13th day of May A. D. 1949 Raymond E. Bassett personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me Arthur W. Johnson (Notary Public) SEAL

STATE OF INDIANA :
WAYNE COUNTY : ss

At Richmond this 17 day of May A. D. 1949 Thomas D. S. Bassett personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me, Robert Heywood (Notary Public) SEAL

My commission expires July 8, 1952

Received for record September 30, 1949 at 3:30 P. M. and duly recorded.

Attest:

[Signature]
City Clerk.

Frederick E. and Lillian Z. Gill

to

WARRANTY DEED

William A. and Constance M. Gill

Know all Men by these Presents That We, Frederick E. Gill and Lillian Z. Gill of Burlington in the County of Chittenden and State of Vermont Grantors, in the consideration of Ten and more Dollars paid to our full satisfaction by William A. Gill and Constance M. Gill of Burlington in the County of Chittenden and State of Vermont Grantees, by these presents, do freely Give, Grant, Sell, Convey and Confirm unto the said Grantees William A. Gill and Constance M. Gill, husband and wife, and their heirs and assigns forever, a certain piece of land in Burlington in the County of Chittenden and State of Vermont, described as follows, viz:

A vacant lot of land situated on the east side of North Willard Street having a frontage of 50 feet thereon and a depth of 165 feet more or less. Being the northerly half of the land conveyed to said Frederick E. and Lillian Z. Gill by Warranty Deed from L. Frances Gill dated April 4, 1946 and recorded in Vol. 124, Page 632 of the City of Burlington Land Records.

The grantors herein reserve for themselves, and their heirs and assigns an easement over the southerly five feet of the herein conveyed premises for the purpose of going upon said southerly five feet for the maintenance and repair of the dwelling house known as No. 164 North Willard Street.

It is a condition of this deed that no buildings will be erected on the herein conveyed premises within 15 feet of the south line of said herein conveyed premises.

To Have and to Hold said granted premises, with all the privileges and appurtenances there- of, to the said Grantee William A. Gill and Constance M. Gill, husband and wife, their heirs and assigns, to their own use and behoof forever; And we the said Grantors Frederick E. Gill and Lillian Z. Gill for ourselves and our heirs, executors and administrators, do covenant with the said Grantees William A. Gill and Constance M. Gill, their heirs and assigns, that until the ensueing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free From Every Encumbrance; and we hereby engage to Warrant and Defend the same against all lawful claims whatever,

In Witness Whereof, we hereunto set our hands and seals this 30th day of September A.D. 1949.

In Presence of:
H. M. Baldwin
Ruth Cunningham

Frederick E. Gill Seal
Lillian Z. Gill Seal

STATE OF VERMONT)
CHITTENDEN COUNTY) ss. At Burlington this 30th day of September A. D. 1949 Frederick E. Gill and Lillian Z. Gill personally appeared, and they acknowledged this instrument, by them sealed and subscribed to be their free act and deed.

Before me, Ruth Cunningham
Notary Public

I hereby certify that U. S. Revenue Stamps in the amount of \$1.10 were affixed to the fore- going written instrument and were duly cancelled.

Received for record September 30, 1949 at 3:35 P. M. and duly recorded.

Attest:

[Signature]
City Clerk.

50' F. x
165' D.
RESERVING
5' W. ROW.
*

REVIEW	DATE	BY
PL-1	11-16-2023	
CHECKED:	DATE:	BY:
DRAWING NO.	11-16-2023	
SCALE:	1" = 20'	
SURVEY:	AM. JS	
DRAWN:	MCS	
PROJECT NO.	23362	
DATE:	11-16-2023	
SCALE:	1" = 20'	
SURVEY:	AM. JS	
DRAWN:	MCS	

From: Luke Purvis lpurvis78@yahoo.com
Subject: ZAP-25-2
Date: Apr 3, 2025 at 7:56:55 PM
To: Christina page38@hotmail.com

1)

Luke Purvis
Christina Lauterbach
164 North Willard St.
Burlington VT 05401

2)

Today, the property known as 164 North Willard contains the original dwelling and southerly portion of a double lot historically known as 164-166 North Willard. This lot was the first on the block spanning from North St to Archibald in 1884. That original lot also encompassed what is now known as 172 North Willard St. The northerly portion became 172 North Willard in late 1940s.

As the more senior property, the original dwelling imposed deed restrictions on the parcel known as 172 North Willard that are active and being attached by the permit under appeal.

3)

The deed to 172 North Willard states:

"It is a condition of this deed that no buildings will be erected on the herein conveyed premises within 15' feet of the south line of said herein conveyed premises."

Further, when boundaries are under dispute, the city must use the best evidence available.

4)

We, the third owners of the original dwelling in 164 North Willard Streets 140+ year old history request the DRB deny a permit whose approved plans violate

deeded restrictions at 172 North Willard.

As promised, there is an alternative survey to the one provided by 172 North Willard. We request the DRB utilize the Button survey as the more accurate survey for the purposes of this permit and future permits.

5)

In contradiction to the deed restriction, a portion of the permitted deck is depicted within 15 of the southern boundary as shown by the Button survey of 2025. The ADU ramp, exists entirely within the 15 restricted zone. This ramp is integrated with the deck and with the height of exterior doors leading inside. The deck and ADU ramp are additions to the 172 North Willard primary building. As such, these elements of the primary building should exist outside of the restricted "no buildings" zone.

Contrary to previous testimony give by owners of 172 North Willard at earlier DRB meetings, their survey places their boundary within the building we live by approximately 4". This survey has a number of errors, with its methodology and interpretations. Because of these deficiencies and the errored testimony already provided to this DRB, we ask the DRB to utile the Button survey from here forward.

Monday, June 9th



Garret King

Public

June 9, 2025 at 12:03 pm



After talking with Scott and Bill Ward we are in agreement that you are able to provide written request for deferral at the July 15th meeting and the DRB will make the decision.

Wednesday, June 11th



Luke Purvis

Applicant

June 11, 2025 at 9:19 pm



Garrett, As I stated, my family is not available then. We are in a place with unreliable internet We will take the second DRB occupancy in August. Thank you for you consideration of our vacation plans. Luke

**Joseph Dempsey**

To: Luke Purvis >

10:44 AM



RE: Public Records Act Appeal Response

Good morning,

I am very busy lately but I will get an estimate on time by the end of tomorrow. As for the complaint process, Part 7 of the CDO addresses enforcement, linked here: <https://www.burlingtonvt.gov/DocumentCenter/View/2503/Administrative-Mechanisms-PDF?bidId>

I have attached the enforcement protocol which has some dated department names but the process is still the same.

Thank you,
Joe

--

Joseph Dempsey
Public Information Officer
City Attorney's Office
The City of Burlington, Vermont
jdempsey@burlingtonvt.gov

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

From: Luke Purvis <lpurvis78@yahoo.com>
Sent: Wednesday, June 11, 2025 9:53 PM
To: Joseph Dempsey <jdempsey@burlingtonvt.gov>
Subject: Re: Public Records Act Appeal Response

[WARNING]: This email was sent from someone outside of the City of Burlington.

Please proceed.
Can you estimate time to completion?

What did DPI have to say?
Thanks
Luke
Sent from my iPad



is an ada compliant ramp part of a building?



AI Overview

Learn more

Yes, an ADA-compliant ramp can be considered part of a building, especially in situations where it's necessary to provide access to a building or a specific area within a building.



Ramps are crucial for ensuring accessibility for individuals with mobility issues and are often installed to meet ADA requirements for public and private facilities.

Here's a more detailed explanation:

ADA-Compliant Ramps as Part of a Building:

Accessibility Routes:

ADA-compliant ramps are essential components of accessible routes, which are paths that allow people with disabilities to move within and around a building.

Changes in Level:

Ramps are required to bridge changes in level (e.g., steps, curbs) that are greater than 1/2 inch along an accessible route, ensuring that individuals using wheelchairs or other mobility devices can navigate the area.

Public and Private Facilities:

ADA compliance applies to both public and private facilities. In public facilities, ramps are required to provide access to the building or specific areas within it, as well as for navigating around the facility.

All You Need to Know About ADA Curb Ramp Requirements ...

Oct 17, 2023 — Where are curb ramps and ramps required by the ADA? The ADA require...

ADA Solutions



ADA Requirements for Ramps: Standards and Compliance

May 18, 2024 — Ramps are an integral part of ADA compliance as they ensure that people...

Accessibility Checker



Installing ADA Compliant Ramps

The federal Americans with Disabilities Act (ADA) guarantees disabled people access to...

RAMP Engineering & Architecture, LLC



Copy

Find Selection

Look Up

Translate

Search Web



Show all

old granite curbing

S6°53'10"W 49.61'

N6°58'00"E 50.23'

50.01'

concrete sidewalk
N6°58'00"E

In Presence of:

Madge C. Conant

S. B. Rowley

Alice D. Bassett

Arthur W. Johnson

Margaret L. F. Fowler

Robert Heywood

Catharine B. Hagar Seal
Catharine B. Hagar

Raymond E. Bassett Seal
Raymond E. Bassett

Thomas D. S. Bassett Seal
Thomas D. S. Bassett

V.132, P.554 PURVIS (4)

STATE OF VERMONT,)
CHITTENDEN COUNTY,) ss.

At Burlington this 28th day of July A. D. 1949 Catherine B. Hagar personally appeared, and she acknowledged this instrument, by her sealed and subscribed to be her free act and deed.

Before me, S. B. Rowley (Notary Public) SEAL

STATE OF NEW HAMPSHIRE :
STRAFFORD COUNTY : ss

At Durham this 13th day of May A. D. 1949 Raymond E. Bassett personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me Arthur W. Johnson (Notary Public) SEAL

STATE OF INDIANA :
WAYNE COUNTY : ss

At Richmond this 17 day of May A. D. 1949 Thomas D. S. Bassett personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me, Robert Heywood (Notary Public) SEAL

My commission expires July 8, 1952

Received for record September 30, 1949 at 3:30 P. M. and duly recorded.

Attest:

[Signature]
City Clerk.

Frederick E. and Lillian Z. Gill

to

WARRANTY DEED

William A. and Constance M. Gill

Know all Men by these Presents That We, Frederick E. Gill and Lillian Z. Gill of Burlington in the County of Chittenden and State of Vermont Grantors, in the consideration of Ten and more Dollars paid to our full satisfaction by William A. Gill and Constance M. Gill of Burlington in the County of Chittenden and State of Vermont Grantees, by these presents, do freely Give, Grant, Sell, Convey and Confirm unto the said Grantees William A. Gill and Constance M. Gill, husband and wife, and their heirs and assigns forever, a certain piece of land in Burlington in the County of Chittenden and State of Vermont, described as follows, viz:

A vacant lot of land situated on the east side of North Willard Street having a frontage of 50 feet thereon and a depth of 165 feet more or less. Being the northerly half of the land conveyed to said Frederick E. and Lillian Z. Gill by Warranty Deed from L. Frances Gill dated April 4, 1946 and recorded in Vol. 124, Page 632 of the City of Burlington Land Records.

The grantors herein reserve for themselves, and their heirs and assigns an easement over the southerly five feet of the herein conveyed premises for the purpose of going upon said southerly five feet for the maintenance and repair of the dwelling house known as No. 164 North Willard Street.

It is a condition of this deed that no buildings will be erected on the herein conveyed premises within 15 feet of the south line of said herein conveyed premises.

To Have and to Hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantess William A. Gill and Constance M. Gill, husband and wife, their heirs and assigns, to their own use and behoof forever; And we the said Grantors Frederick E. Gill and Lillian Z. Gill for ourselves and our heirs, executors and administrators, do covenant with the said Grantees William A. Gill and Constance M. Gill, their heirs and assigns, that until the ensembling of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free From Every Encumbrance; and we hereby engage to Warrant and Defend the same against all lawful claims whatever,

In Witness Whereof, we hereunto set our hands and seals this 30th day of September A.D. 1949.

In Presence of:
H. M. Baldwin
Ruth Cunningham

Frederick E. Gill Seal
Lillian Z. Gill Seal

STATE OF VERMONT)
CHITTENDEN COUNTY) ss. At Burlington this 30th day of September A. D. 1949 Frederick E. Gill and Lillian Z. Gill personally appeared, and they acknowledged this instrument, by them sealed and subscribed to be their free act and deed.

Before me, Ruth Cunningham
Notary Public

I hereby certify that U. S. Revenue Stamps in the amount of \$1.10 were affixed to the foregoing written instrument and were duly cancelled.

Received for record September 30, 1949 at 3:35 P. M. and duly recorded.

Attest:

[Signature]
City Clerk.

50' F. X
165' D.
RESERVING
5' W. ROW.
*

Plat of Survey of

lands of Luke B. Purvis

REVIEW	PURPOSE	INT	DATE	SCALE	SURVEY	DRAWN	CHECKED	DRAWING NO.	SHEET 1 OF 1
			23962	1" = 20'	AW. JG	MCG	MCG	PL-1	

AND RECORDED
WITH THE BURLINGTON
AS EARLY AS 4/19/1948
NE HAS ACQUIRED

USE SPECIFICALLY
CONSIDERED PRIVATE

SUBJECT PARCEL ARE
LANDS, WELL AND
ZONES.

CERTIFICATIONS MADE BY
IONS SHALL BE HELD

ATION FOUND IS AS NOTED.

5. THE RIGHT OF WAY WIDTH FOR NORTH WILLARD STREET, OF 4 RODS (66') IS BASED ON PREVIOUS SURVEYS OF RECORD AT CITY VOLUME 6 PAGE 125. MONUMENTATION FOUND, THE TRAVELED WAY, AND VERMONT STATE STATUTE

IONS ARE BASED ON THE EDGE OF THE RIGHTS OF WAY OF SAID ROAD AND NOT THE CENTERLINE THEREOF.

E 58" WITH A CAP STAMPED MCG



May 20, 2025

VIA EMAIL and CERTIFIED MAIL

**Luke Purvis,
164 N. Willard St.
Burlington, VT 05401**

**RE: Reasonable Accommodation Request as to Mobility/Access Ramp
172 North Willard St., Burlington, VT.**

Mr. Purvis,

I am writing to you today because I have been contacted by Ms. Melanie Jannery regarding her and the Tamulonis' proposed mobility ramp.

I understand that there is currently a deed in place which provides an easement to your benefit of 5 feet from the property line to maintain and repair your home. That deed also states that Ms. Jannery and her partner, Margaret Tamulonis, cannot build within 15 feet of that property line.

As I understand the proposal for the construction, the ramp would run parallel to a proposed deck, which itself is outside of the 15 foot area. While I understand you are asserting differences based on a pending survey, the issue of the ramp is actually a separate one regardless of where the property lot line might run precisely.

I am writing to you to request, on behalf of Ms. Jannery and Ms. Tamulonis' parents, who also reside in the house and also have mobility needs, that you allow, as a reasonable accommodation, the construction of a mobility ramp adjoining the proposed deck.

We believe that this is a reasonable request because as we understand the purpose of the easement, it is to allow you to access your home to make sure that it is in good condition and conduct repairs. The proposed mobility ramp would in no way interfere with your ability to maintain or repair your home as any access space would be over five feet from your property and would only enter into the 15 foot boundary reserved for access to the 5 foot repair area.

This request is made pursuant not only to the Americans with Disabilities Act, but also the federal Fair Housing Act and the Vermont Fair Housing and Public Accommodations acts.

Jannery & Tamulonis RA Request
5/20/2025

Finally, as this is a communication from an attorney, you have the right to direct all communication from me to your own counsel. Additionally, I am not representing Ms. Jannery or anyone else in her household except as to this accommodations request regarding the ramp; you are able to otherwise contact the Jannery/Tamulonis household concerning any other matter.

In closing, we ask that you give Ms. Jannery and the Tamulonis' either consent to the accommodation or a denial by 6/3/2025. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Matt Shagam".

Matt Shagam, Esq.
Vermont Legal Aid
Disability Law Program
802-448-6936
MShagam@vtlegalaid.org

Dear Mayor's Office.

We have received the denial of my request for privileged information from Joseph with the City Attorney's Office. Requesting these records through your office is the appeal pathway after the City Attorney's decision. We ask that your office grant access to these records to protect our family from unnecessary harm and document the inefficient and questionable use of city resources spanning a decade that we believe severely harms the public's trust in Zoning. For those reasons, and after reading the rationale below, please approve this request.

Not having written this type of request before, we hope to be succinct. If you would like any additional information, entire documents where excerpts are provided, or clarity, we are more than happy to provide it.

We request all privileged work products relating to our property, beginning with the 2014 written complaint.

The privilege records will answer several outstanding questions that currently lack answers and cause continued dispute and expenditure of time and resources.

- 1) Why did a parking use standard get applied to a complaint about gravel deposition?
- 2) When did the City learn of its error in its Enforcement standard?
- 3) What actions did the City take to prevent its error from harming residents?
- 4) What city staff were aware of the spurious standard?
- 5) Has any City staff member deliberately acted in error?
- 6) Why did the City stop applying enforcement at a boundary line?

These records will provide the following substantial benefits directly to our family:

- 1) Access to a fair hearing: Our family will be able to defend against a neighbor who mischaracterizes the litigation that has occurred and a city that chose to remain silent and not provide an accurate record, and who disparage our appeals in their reports. We have asked for more time for our DRB hearing so that we can receive these records.
- 2) Resolution: Our family has experienced 10 years of enforcement based on a bogus standard and neighbor acrimony created from a mistaken belief in City Staff. We remain in zoning limbo because the City has deliberately ignored non-conformity documented in written complaints, zoning permits, and SeeClickFix. Perpetual enforcement breeds anonymous neighbor complaints through SeeClickFix, creating a cycle of continuous expenditure of city resources and inability to live peacefully at our property.
- 3) Healing: through understanding why this terrible event has occurred.

Background:

Many city staff across at least three different departments have expended more than 10 years worth of resources enforcing a decision at our property. The result of that effort shows that our property has been subject to enforcement standards that do not exist in the CDO. There have

been at least four DRB hearings on the same non-conformity. In those hearings, City Staff has chosen to withhold that the standard they were enforcing is not part of the CDO.

Dan Richardson, the previous city attorney, signed a settlement on behalf of the City to stop the brand of zoning enforcement being applied to our property. He was employed by Burlington for 6 months before being promoted to the judiciary. We are so grateful that this well-respected attorney saw the injustice forced upon us by bad zoning administration to spend his limited time in this city on the problem of a single household. Unfortunately, that settlement has not stopped the same city staff, impacted by the settlement intervention, from resuming their campaign using the invalid standard again after he left. The dispute that was supposed to be over is again forced onto our family by the same individuals who created and upheld the decision using the invalid standard.

As you will see below, our family has experienced over a decade of arbitrary and capricious enforcement due to the City's inability to distinguish its definitions of the CDO. The city's long-term and purposeful conflation of its definitions has created an environment where the administration of the ordinance was weaponized and targeted against our family and property. This type of governance is wasteful and needs to be prevented from re-occurring by allowing people impacted to receive the privileged information that shows what happened. At the end of the day, this privileged information is just a record of the administration that did occur. It is unreasonable to withhold this information from people who can clearly demonstrate a critical process flaw and further contribute to distrust in zoning fairness.

Thank you for your attention to this.

Luke Purvis and Christina Lauterbach
164 North Willard St

Below are excerpts from some relevant documents that show the problem:

- 1) This is the Code Enforcement Decision Letter. Notice it speaks to parking use.

Follow-up inspections were conducted; with you at the property and in the Code Enforcement office. Code Enforcement staff found no parking on your property during the months of September, October and November. After reviewing the affidavits submitted in response to the complaint, they have been found inconclusive to determine that the 15-year enforcement statute of limitations is applicable on your property. An additional inspection was conducted on January 28, 2015 and no parking was found within the easement. Note that any determination regarding parking on your property has absolutely no effect on the easement rights of property owners as these are private property agreements of which the City is not a party.

- 2) This is the DRB Decision upholding the Code Enforcement decision. Notice it is also about parking use.

III. Findings

DETERMINATION:

Based on the research conducted, information provided, including but not limited to statements by the owner of 158 North Willard and on-site observations by Code Enforcement it was determined that the violation complaint was unfounded as parking in the area at issue had ceased. Further, as the parking had ceased for a period in excess of 60 days, Appellant lost any potential claim to reestablishment or the 15 year statute of limitation. See CDO Sec. 5.3.2 below. This determination was issued on January 29, 2015 and is the subject of the appeal. Note that this determination only addresses parking south of the driveway.

- 3) It is important to note that the above two decisions applied to my property only, but the written complaint was about gravel deposition on two properties. The above two decisions apply to approximately 40% of the non-conformity. Below is a snippet of the written complaint. The easement mentioned is on the 158 North Willard Property.

The previous owner, Hector LeClair constructed new parking on March 7, 2013, without a permit, on both the North and South sides of his existing blacktop driveway. The southern portion of the new parking spilled onto an easement, which we own, to which #164 has rights of ingress and egress. Mr. LeClair

- 4) In May 2022, we agreed to the Richardson settlement and then requested that the city address the remaining 60% of the non-conformity based on this statement from the settlement agreement:

WHEREAS, the City has a substantial interest in enforcing its zoning regulations not only in a fair and impartial manner but in a manner that is sensible and consistent with the City's policies and efforts to promote the full and fair use of private property; and

- 5) Our request from 4) led to a Scott Gustin staff report to the DRB. This quote from his DRB staff report was utterly shocking to read and completely invalidates the enforcement standard that was applied at our property for a decade. We were shocked that Scott Gustin waited until after the settlement was signed to finally divulge this material fact. Notice that the description that parking use is largely irrelevant directly contradicts the Decisions in 1) and 2). Notice the call-outs to elements like lot coverage and setbacks, and the inclusion of those same elements in the written complaint from 3), and the lack of findings about those elements in 1) and 2).

“

Much of the current determination request involves items that have either already been decided adversely or are irrelevant to the Comprehensive Development Ordinance. It has already been determined that the southern parking area is neither an unenforceable zoning violation nor a preexisting nonconformity. It has also already been decided that the graveled area immediately south of the barn is not a preexisting nonconformity. Whether these areas are used for parking vehicles or turning around is largely irrelevant. Whether these areas physically encroach into setbacks and contribute to excessive lot coverage is pertinent, and neither area has been found to

”

- 6) My family has been to the Superior Court and Vermont Supreme Court seeking relief from the bad zoning administration apparent when comparing 5) to 1) and 2). In the

proceeding, Kim Sturtevant testified to the Court that the appeal was based on parking use discontinuance and that no zoning citation was issued. Lot coverage violations always generate a zoning citation. The lack of one here is critical. This is 45-5-15 Vtec - Opposition to Appellant's motion for Relief from Stipulated Order

- **No. 2. Appellant's statement number 2 is factually inaccurate in so far as the City of Burlington did not issue him a zoning citation for parking to the south of the driveway at the Property. His appeal was based upon a Code Enforcement letter that stated that illegal parking had discontinued for a period of greater than 90 days and therefore a claim to the statute of limitations provided for in 24 V.S.A. §4454 was unavailable. See City's Exhibit 1.**

- 7) This is a note from the Code Enforcement information system. It shows Code Enforcement Staff did, in fact, assess the lot coverage as part of their investigation and concluded the non-conformity had been there for 15 years. The reasons behind the transformation from the structure assessed in this note to the use described in the decisions of 1) and 2) remain unknown and only exist in the privileged records.

Folder: 14 190355 000 00 QC

Did some investigating on our GIS and Google earth photos. There is a clear showing that the area in question on the south side area next to the driveway that is part of the complaint has been used as parking for at least 15 years. these are evidenced in the 1999 Google earth, the 2000 and 2004 GIS photos.

However, it also shows that the north side of the driveway area has been grass and not used for parking. The complaint part about easements and parking on some one else's property would require a survey to identify property lines and if proven, this would be a civil matter between property owners.

Reminder Date Thu Jul 3, 2014

Remind Ted Miles

Include ☒

Made On Fri Aug 1, 2014

Made By Jeanne Francis

Comment Date Thu Jul 3, 2014

- 8) Burlington CDO does not prohibit reconstruction of non-conforming structures when a minority has been destroyed, like the case here. The factual statement made by the city attorney in 6) about the 40% of the non-conformity is also true for the remaining 60% that was not part of the appeal. There is no zoning violation regarding the structure made by the lot coverage in any of this non-conformity. Therefore, the ordinance does not prohibit its reconstruction. This area has been reconstructed as the CDO allows. Below is CDO 5.3.2, which the DRB has already determined applies to this non-conformity.

Sec. 5.3.2 “Bianchi” controlled uses, structures, and lots.

Although not subject to enforcement action pursuant to Article 2, uses, structures, and lots which are deemed to be controlled by the *Bianchi* decision, and the subsequent enactment of 24 VSA Sec. 4454, shall be considered violations that are not considered legal to any extent and shall in no event be granted the consideration or allowances of nonconforming structures, uses, and lots. Thus, no change, alteration,

Comprehensive Development Ordinance
City of Burlington, VT

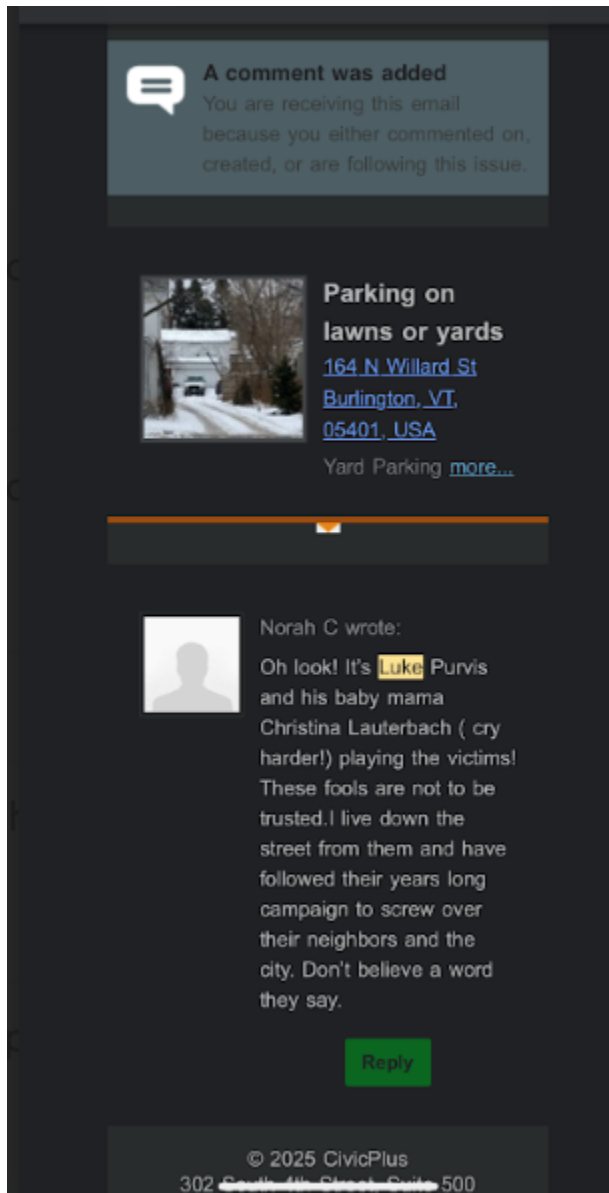
p. 5- 20

Article 5: Citywide General Regulations

Article Last Updated: November 27, 2024

enlargement, and reestablishment after discontinuance for more than sixty (60) days or reconstruction after an occurrence or event which destroys at least 50% of the structure in the judgment of the city’s building inspector shall be permitted, except to a conforming use, structure, or lot.

- 9) This is an example of the anonymous neighbor attacks that we receive through the SeeClickFix system:



June 10, 2025

To: Burlington Development Review Board

Re: Request to Expedite Appeals ZAP-25-2 (ADA Compliant Ramp at 172 North Willard Street) & ZAP-25-4 (Fence Permit Extension) – 164 North Willard Street

Dear Members of the Development Review Board,

As homeowners of **172 North Willard Street**, we are writing to express our deep concern over the repeated delays caused by appeals filed by our neighbor, **Luke Purvis of 164 North Willard Street**, including:

- **ZAP-25-2:** Appeal of our **Americans with Disabilities Act (ADA) Compliant ramp permit** (approved March 20, 2025)
- **ZAP-25-4:** Appeal of the **denial of his fence permit extension request** (ZP-21-275 expired May 26, 2025)

We respectfully urge the Development Review Board to **deny any further deferral requests** by Mr. Purvis and to **expedite the scheduling** of these hearings, which are causing ongoing disruption to our lives and hindering our rights as residents. We respectfully request the Board:

Requests

We ask the Development Review Board to:

- Schedule **ZAP-25-2** (ADA ramp appeal) at the **June 17 or July 1, 2025** Development Review Board meeting rather than July 15 and strongly consider moving up ZAP-25-4 as well
- **Deny any further deferrals** for either ZAP-25-2 or ZAP-25-4
- **Uphold the denial** of the permit extension for ZP-21-275 and allow City enforcement to proceed

Background on Fence ZP-21-275

The fence was permitted under ZP-21-275 only after a **2022 Settlement Agreement** between Mr. Purvis and the City { *ie. #11 “...**Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City...**”*}. However, the fence was **not installed as approved** and instead encroaches on our property at **172 North Willard Street**.

- A **2023 survey by Michael Gaines (Barnard & Gervais)** confirmed the encroachment of 2.5–3+ feet
- On **February 6, 2024**, the City issued a **Zoning Violation Warning Letter**

- Despite this, Mr. Purvis has taken no action to correct this gross error and has repeatedly delayed resolution by seeking permit extensions and now appealing the denial of that extension
- On June 20, 2024 Mr. Purvis stated in City messaging regarding ZP-21-275 **“This work is complete.”**
- On October 1, 2024 Mr. Purvis submitted his statement from June 20, 2024 from the City messaging regarding ZP-21-275 **“This work is complete.”** as part of his written testimony on another matter before the Development Review Board.
- On May 11, 2025 in his request to extend ZP-21-275 Mr. Purvis again stated **“This work is complete.”**
- On May 19, 2025 Mr. Purvis filled out a Building permit application CBP-25-329 “privacy fence and gates” and checked off **“YES”** to **“Has this work been completed without a permit?”**
- On May 22, 2025 Mr. Purvis was **denied** his permit extension request.
- On May 27, 2025 Mr. Purvis put another statement into the file, adding in criticism of city staff and **newly claiming the ZP-21-275 as an ‘unfinished project’.**

ADA Compliant Ramp Permit Appeal Delays

Mr. Purvis also appealed (ZAP-25-2) our ADA Compliant ramp permit on **April 3, 2025**. This appeal has now been **pending for well over 60 days**, with his deferral requests **delaying a medically necessary accessibility project.**

This is not only harmful—it is discriminatory. **We are allowed to build the ramp now, but only at our own risk.** We seek a final Development Review Board ruling as soon as possible to avoid further delay.

Legal and Survey Record Consistency

Mr. Purvis:

- Commissioned a **2016 survey by Albert W. Harris**, which was legally entered into a **Settlement Agreement and Stipulated Order**
 - Notes of the **2016 Harris Survey** begins with: **“The purpose of this survey is to locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street...”**
- **Used and submitted this same survey in multiple** Development Review Board, court, and zoning actions **between 2016 and 2022**
 - Site plans of 164 North Willard Street property dating back to 2013 align with the Harris 2016 Survey with the exception of a 65.05 foot actual Survey measurement for a 66 foot measurement on a site plan (a rounding up error that can easily be corrected on an “as built” site plan).

- Is now attempting to delay hearings by commissioning a **new 2025 survey**, despite his own 2016 commissioned survey being legally binding and in alignment with historical site plans of 164 North Willard Street property

We also submitted our **2023 retracement survey** by Barnard & Gervais to Burlington Land Records, which supports the 2016 Harris Survey and confirms the encroachment.

Pattern of Misrepresentation for Delaying ZP-21-275

Mr. Purvis:

- Stated **“This work is complete”** on **June 20, 2024, October 1, 2024** and again on **May 11, 2025**
- Submitted a new **building permit (CBP-25-329)** application for ZP-21-275 **“privacy fence and gates”** on May 19, 2025 and **stated work has been completed**
- Only after his permit extension was **denied on May 22, 2025** did he **BEGIN claiming the fence was “unfinished” (on May 27, 2025).**

This shifting narrative appears to be a tactic to stall enforcement and prolong litigation, a pattern we’ve observed multiple times over the past decade.

We ask:

Please uphold the **City’s denial of Mr. Purvis’s fence permit extension** and **move up the ramp appeal** hearing due to urgent disability access needs and strongly consider moving up ZAP-25-4 as well. The harm of these delays is real and ongoing.

Thank you for your attention and service.

Sincerely,

Melanie Jannery & Margaret Tamulonis

172 North Willard Street

Burlington, VT 05401

Appendix A: Timeline Summary

Aug 22, 2016	Harris survey of 164 North Willard signed by Purvis; entered into legal record
Sept 26, 2016	Stipulated Order by Judge Durkin confirms 2016 Harris Survey into Legal Record
2016-2022	Mr. Purvis Used and submitted 2016 Harris Survey in multiple Development Review Board, court, and zoning actions
2022	Revised Legal Settlement Agreement between Purvis & City of Burlington
2023	Barnard & Gervais Survey by Michael Gaines, aligns with 2016 Harris Survey and confirms encroachment of work under ZP-21-275, submitted to Burlington Land Records
Feb 6, 2024	City issues Zoning Violation Warning for encroaching fence (ZP-21-275)
June 20, 2024	Mr. Purvis stated in City Messaging system regarding ZP-21-275 “This work is complete”
October 1, 2024	Mr. Purvis submitted written testimony to Development Review Board that included his June 20, 2024 statement regarding ZP-21-275 “This work is complete”
Mar 20, 2025	City administratively approves ADA ramp at 172 North Willard Street
Apr 3, 2025	Mr. Purvis appeals ramp permit (ZAP-25-2)
May 11, 2025	Mr Purvis requests extension of fence permit; states “This work is complete”
May 19, 2025	Mr Purvis stated in building permit (CBP-25-329) work was complete
May 22, 2025	Fence permit extension denied
May 27, 2025	Purvis attempts to file another appeal; changes story to “unfinished project”
July 15, 2025	Current scheduled hearing for both appeals (ZAP-25-2 and ZAP-25-4), 115 days after the ADA Ramp was Administratively approved.

Appendix B: Attachments

4 April 2022 Luke Purvis and City Signed into Legal Revised Settlement Agreement with #11 “...**Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City....**”

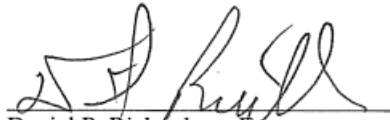
- 11) So long as this Agreement is in effect and the Parties are in compliance with the terms herein, Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City, and the City shall take no further zoning enforcement action against either the multi-family issue, remediation of the area adjacent to the parking area, or the patio. Nothing in this agreement shall prevent the City from enforcing its zoning ordinances or pursuing enforcement actions unrelated to this Agreement.
- 12) The purpose of this Agreement is to resolve the dispute and allow the Parties to move forward in a productive and cooperative manner. Nothing in this Agreement shall be interpreted as an admission by either Party to their underlying legal positions.
- 13) The Parties further agree that if any issue under this agreement arises, they shall communicate and attempt to work out the dispute in good faith. Failing such, the Parties shall have recourse to the Chittenden County Superior Court for resolution, of any dispute, claim of damages or injunctive relief, or specific performance of this Agreement or any term therein.
- 14) Each party shall bear their own costs in this matter and no monetary payment is envisioned as part of this Agreement.

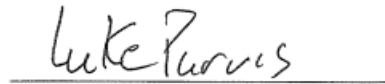
Dated in Burlington, Vermont this 4th day of April 2022.

CITY OF BURLINGTON

LUKE PURVIS

By:


Daniel P. Richardson, Esq.
City Attorney



☐ 4.2) Require the zoning manager to approve the request for extension In ZP-21-275*.

This Is the request for extension that I submitted in ZP-21-275 which remains unaddressed. Scott Gustin is the administrative officer to this appeal.

4:46 PM Sun Sep 29

burlingtonvt.portal.opengov.com

59%

 City of Burlington, VT

My Account Search

 Luke

Project_400466

Zoning Permit

ZP-21-275

Your Submission

Attachments

Guests (0)

 Issue Permit

 Application Complete

 Administrative Decision

 Administrative Appeal

 Appeal Process

 Zoning Permit

 **Compliance Inspection**

 Close Permit

Compliance Inspection

 **On Hold.** This step is on hold.

 **Luke Purvis**

Jun 21, 2024 at 8:09 am

I request an extension until the boundary dispute is resolved..the neighbor still has not opened a case to resolve the boundary, and seems to want to use city zoning to resolve this private matter.

 **Luke Purvis**

Jun 20, 2024 at 10:57 pm

This work is complete.
I will not be removing the concrete pad until after the boundary line dispute is settled.

Message the reviewer

Send Message

Screen shot from a portion of files of ZP-21-275

May 11, 2025 First extension request (**denied on May 22, 2025**) - neighbor restated **“The work is complete” & after it was denied**, put another statement into the file on **May 27, 2025**, adding in some criticism of city staff and **newly claiming he is with an ‘unfinished project’**.

	timeextensionrequestform.2...	timeextensionrequestform.... Uploaded on Oct 7, 2024 at 2:17 pm
	Zp-21-275 Extension Request.pdf Extension request. The work is complete. But city staff threaten but do not act and promise deliverables they do not deliver causing this permit to stall	Zp-21-275 Extension Reque... Uploaded on May 11, 2025 at 10:38 pm
	Purvis Time extension form-merged.pdf This is the second extension request for this permit	Purvis Time extension form-... Uploaded on May 26, 2025 at 10:43 pm
	Fence Extension Site Plan.docx Projects sometimes don't match the initial plans. Please find the current state of the 164 north Willard site plan at the time of the extension request. If the zoning manager is able to continue arbitrarily and capriciously rejecting extensions for unfinished projects, this represents the current conditions.	Fence Extension Site Plan.d... Uploaded on May 27, 2025 at 10:23 am



Privacy fence and gates.

Is This Permit the Result of a Fire Marshal Time of Sale Inspection? *

No

Below please specify the Estimated Construction Cost for the Trade. Apply only the Time and Material amounts allocated to complete the Trade and specific part of the project. *Do Not include any other cost when indicating the Trade Estimated Cost of the project.*

Estimated Construction Cost - Round to Nearest Dollar \$ (Building) * ?

1,200

Date Construction will Begin * ?

07/01/2022

Has this work started without a permit? *

Yes

Has this work been completed without a permit? *

Yes

Does this building permit require zoning approval? *

Yes

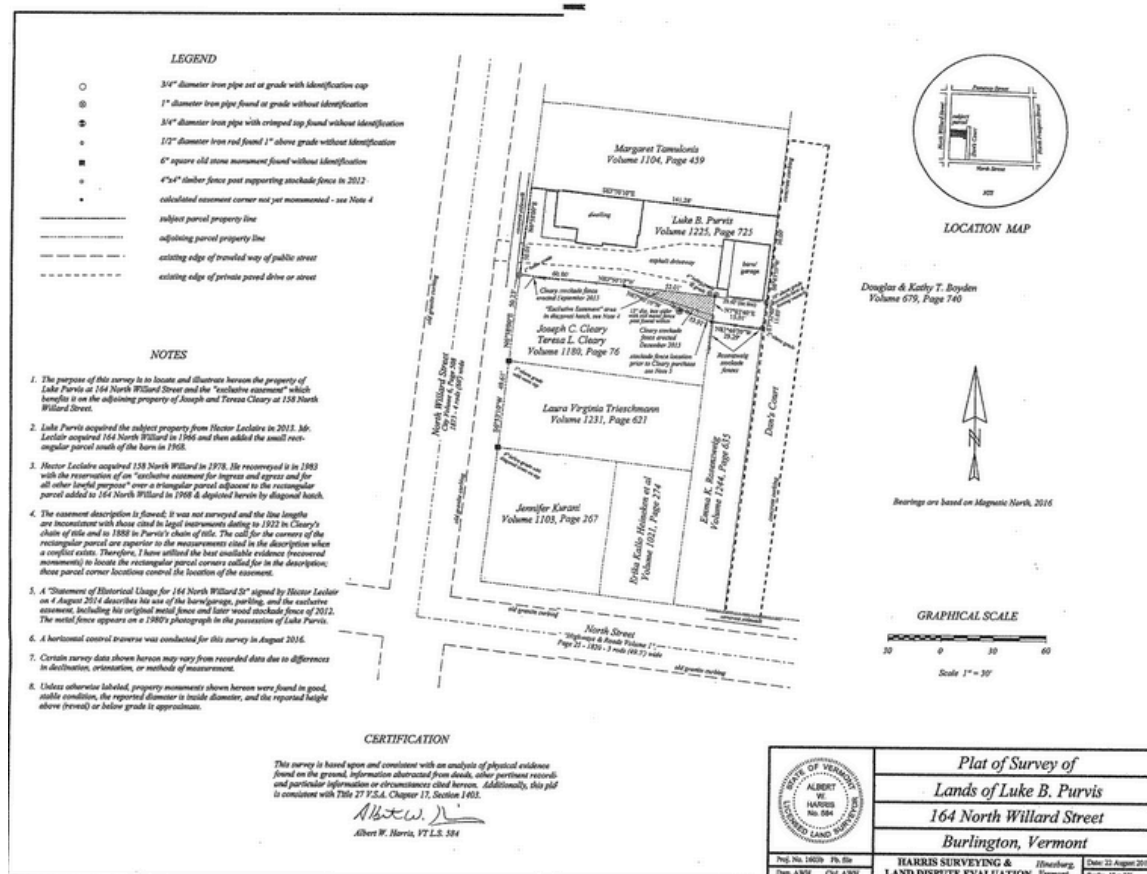
Zoning Permit Number * ?

ZP-21-275

18 October 2022 - **Historical site plan** from 5/29/2019 **submitted by Mr. Purvis** to Development Review Board written testimony showing his property boundaries consistently **back to 2013 when property changed ownerships** - note these **measurements align** (except 65.05 foot to 66 foot on site plan) **with Mr. Purvis's 2016 Harris Survey** 6+ years later, according to his continued written testimony.



23 August 2016 Harris Survey was signed into a legal settlement agreement between Luke Purvis and his neighbors at 158 North Willard Street. The Harris 2016 Survey was initialed by all parties, as well as City Attorney and Agent for City of Burlington. The agreement has signatures of Luke Purvis, Attorney Kimberlee Sturtevant, Scott Gustin, and others with each of their initials on the 2016 survey which makes it a legally binding official survey of 164 North Willard Street, as noted in Line 1 of the notes **"The purpose of this survey is to locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street..."**



Good Morning Garret, Scott, and other reviewers,

We are writing in reference to ZAP-25-2 filed by Luke Purvis, owner of 164 North Willard Street on April 3, 2025 appealing our submitted (3/16/2025) permit ZP-25-83 which includes, in part, a deck parallel to our 1949 home and an Americans with Disabilities Act (ADA) Compliant ramp to make the rear of our home accessible for disability related medical needs. In our initial response to the appeal to our permit which includes medically necessary accessibility options to our home, we emphasized definitions related to what a building is (and isn't) as well as how this relates to the Fair Housing Act in reference to our deed restriction of no building within 15' of boundary (with two separately credible commissioned surveys on file with same determination of said boundary).

After further review of our neighbor's appeal to our administrative approved (3/20/2025) permit ZP-25-83 and review of Burlington's Comprehensive Development Review Ordinance, we note that Appellant Purvis failed to meet the actual requirements of Sec 12.2.2 in regards to Appeals of Administrative Officer Decisions in his 4/3/2025 appeal of our permit.

We request that his appeal to the Development Review Board (ZAP-25-2) be immediately denied as Appellant Purvis made no reference to any Burlington Comprehensive Development Review Ordinance regulatory provisions applicable to his appeal. Sec 12.2.2 has certain procedural requirements that Appellant Purvis did not meet, thus Appellant failing to cite any specific Burlington Comprehensive Development Review Ordinance provisions.

Further, we would like to clarify the acronym use Appellant transposed in his document about our approved permit. Our permit application referenced an Americans with Disabilities Act (ADA) Compliant Ramp that is for disability related needs on a timeline that is critical in regards to declining health as well as immediate needs. In our neighbor's appeal, "ADU Ramp" was oddly brought into the appeal. As we understand "ADU" commonly stands for Accessory Dwelling Unit. While our home had an accessory type apartment added into our living space to support family members, our home is a single family home. We are attempting to work towards making the rear of our home accessible for disability related medical needs for entering and exiting onto our driveway for safety and independence factors, as well as making the outdoors more accessible for all of our family members.

Thank you for your consideration, and we look forward to moving ahead with this work soon. Please let us know when this can happen.

Sincerely,

Melanie Jannery and Margaret Tamulonis
172 North Willard Street, Burlington, Vermont 05401



Re: ADA Ramp, etc

i Follow up. Start by Monday, April 7, 2025. Due by Monday, April 7, 2025.
You replied to this message on 4/7/2025 8:12 AM.



Luke Purvis Plat.pdf
1 MB

[WARNING]: This email was sent from someone outside of the City of Burlington.

Hi Garret,

Thanks for doing all that.

I am attaching the 2016 commissioned survey of Luke Purvis, 164 North Willard Street done by a Land Surveyor he hired who was licensed as a land surveyor in Vermont for 35 years. It shows the same boundary our 2023 survey also generated. As you may recall, the attachment was previously submitted by the owner of 164 North Willard Street to the Development Review Board, stamped as received by the City on Page 146 of October 16, 2018 Development Review Board Meeting materials. <https://burlingtonvt.portal.civicclerk.com/event/3185/files/agenda/4194> We would appreciate it if this could be attached as well.

Please, as you continue to consider next steps, note that the area where we are adding the deck is not any distance out beyond our home, which as the deed guided in 1949 was built no closer than 15' to the southern boundary of our property. While the stairs and ADA (Americans with Disabilities Act) Compliant accessible ramp will lead us out of our home off of the deck, they are not, by definition or in reality "a building". Further, by keeping our access to stairs close to an exit we are also providing a route for needed accessibility to our home.

Regardless, the Fair Housing Act (42 U.S.C. §§ 3601-3619) ensures the right to enjoyment and necessary accessibility to our home.

Many thanks,

Melanie

LEGEND

- 3/4" diameter iron pipe set at grade with identification cap
- ⊗ 1" diameter iron pipe found at grade without identification
- ⊙ 3/4" diameter iron pipe with crimped top found without identification
- ⊙ 1/2" diameter iron rod found 1" above grade without identification
- 6" square old stone monument found without identification
- 4"x4" timber fence post supporting stockade fence in 2012
- calculated easement corner not yet monumented - see Note 4
- subject parcel property line
- adjoining parcel property line
- existing edge of traveled way of public street
- existing edge of private paved drive or street

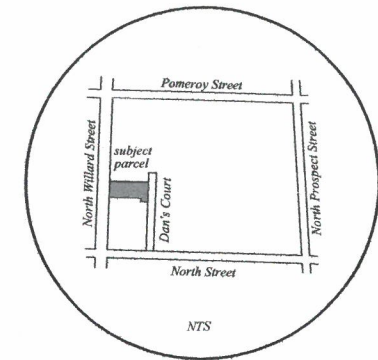
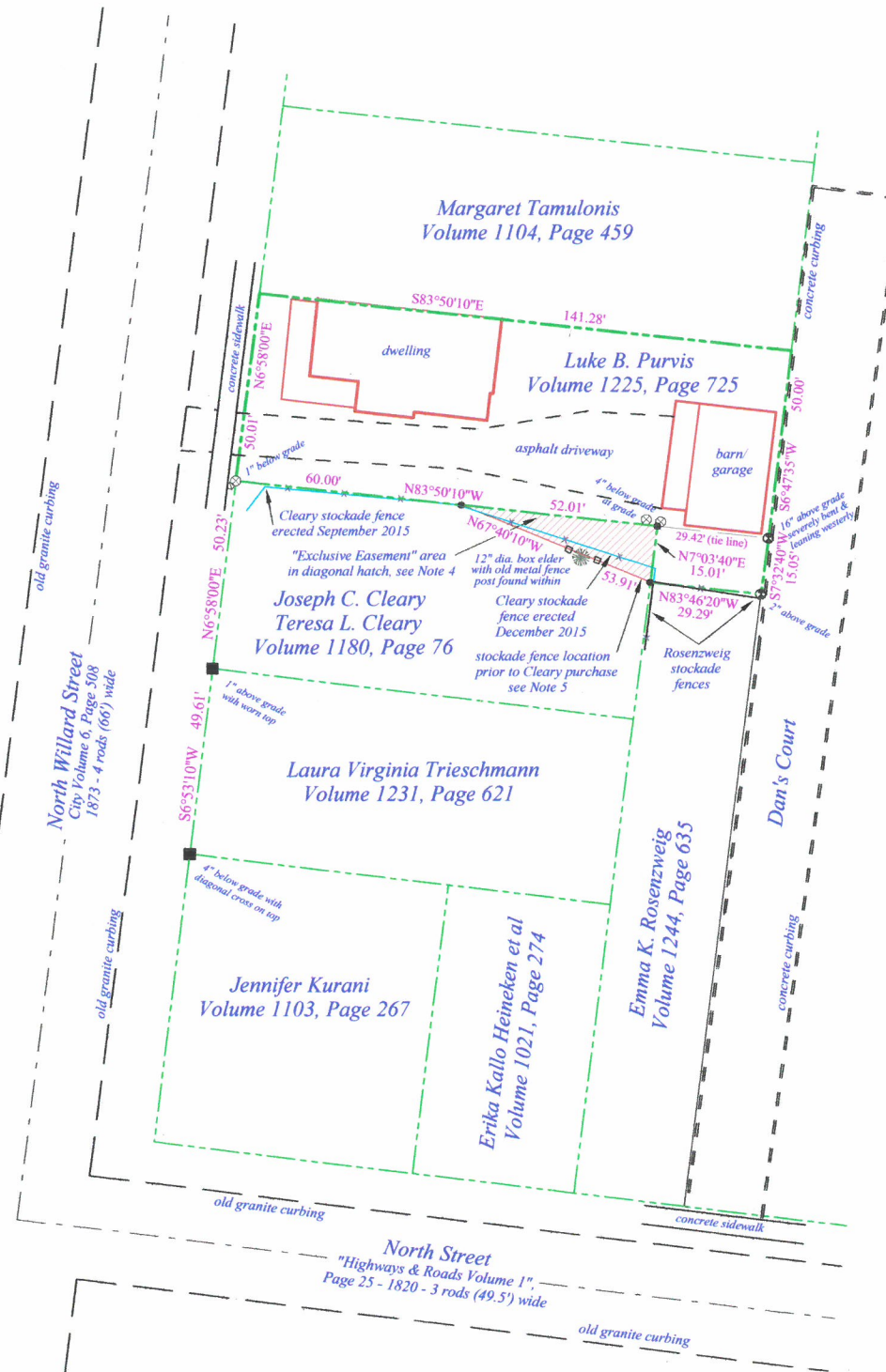
NOTES

- The purpose of this survey is to locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street and the "exclusive easement" which benefits it on the adjoining property of Joseph and Teresa Cleary at 158 North Willard Street.
- Luke Purvis acquired the subject property from Hector Leclaire in 2013. Mr. Leclair acquired 164 North Willard in 1966 and then added the small rectangular parcel south of the barn in 1968.
- Hector Leclaire acquired 158 North Willard in 1978. He reconveyed it in 1983 with the reservation of an "exclusive easement for ingress and egress and for all other lawful purpose" over a triangular parcel adjacent to the rectangular parcel added to 164 North Willard in 1968 & depicted herein by diagonal hatch.
- The easement description is flawed; it was not surveyed and the line lengths are inconsistent with those cited in legal instruments dating to 1922 in Cleary's chain of title and to 1888 in Purvis's chain of title. The call for the corners of the rectangular parcel are superior to the measurements cited in the description when a conflict exists. Therefore, I have utilized the best available evidence (recovered monuments) to locate the rectangular parcel corners called for in the description; those parcel corner locations control the location of the easement.
- A "Statement of Historical Usage for 164 North Willard St" signed by Hector Leclair on 4 August 2014 describes his use of the barn/garage, parking, and the exclusive easement, including his original metal fence and later wood stockade fence of 2012. The metal fence appears on a 1980's photograph in the possession of Luke Purvis.
- A horizontal control traverse was conducted for this survey in August 2016.
- Certain survey data shown hereon may vary from recorded data due to differences in declination, orientation, or methods of measurement.
- Unless otherwise labeled, property monuments shown hereon were found in good, stable condition, the reported diameter is inside diameter, and the reported height above (reveal) or below grade is approximate.

CERTIFICATION

This survey is based upon and consistent with an analysis of physical evidence found on the ground, information abstracted from deeds, other pertinent records, and particular information or circumstances cited hereon. Additionally, this plat is consistent with Title 27 V.S.A. Chapter 17, Section 1403.

Albert W. Harris
Albert W. Harris, VT L.S. 584



LOCATION MAP

Douglas & Kathy T. Boyden
Volume 679, Page 740



Bearings are based on Magnetic North, 2016

GRAPHICAL SCALE



Scale 1" = 30'

	Plat of Survey of	
	Lands of Luke B. Purvis	
	164 North Willard Street	
	Burlington, Vermont	
Proj. No. 1603b Fb. file Dwn. AWH Ckd. AWH	HARRIS SURVEYING & LAND DISPUTE EVALUATION Hinesburg, Vermont	Date: 22 August 2016 Scale: 1" = 30'

Garret,

Attached are The Stipulated Order from September 26, 2016 and The 2016 Signed Settlement Agreement between Luke Purvis "LP", owner of 164 North Willard Street and former neighbors at 158 North Willard Street is a court approved legal agreement. As part of this agreement Luke Purvis submitted the 2016 Harris Survey and initialed it "LP" as part of the legal process. Please note that the 2016 Harris Survey outlines "subject parcel property line" detailing 50.01' front, $(50.00' + 15.05') = 65.05'$ rear, 141.28' Northern, $(60.00' + 52.01' + 29.42') = 141.43'$ Southern that LP initialed as part of the legal process, accepting this into legal record on August 23, 2016.

Thanks for uploading this and it to the appeal file ZAP-25-2

FILED

SEP 26 2016 *dec*

STATE OF VERMONT
SUPERIOR COURT
PURVIS NONCONFORMING USE

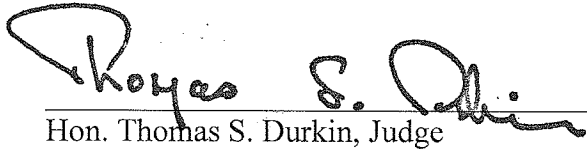
VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION
ENVIRONMENTAL DIVISION
Docket No. 45-5-15 Vtec

STIPULATED ORDER

NOW COME the Parties and hereby stipulate and agree that the Court may enter the following Order:

1. The Court hereby accepts the Settlement Agreement of Luke Purvis, Joseph and Teresa Cleary and the City of Burlington (hereinafter the "Agreement") dated August 23, 2016.
2. The above-captioned matter is DISMISSED, WITHOUT PREJUDICE to the rights of either the Appellant or the City to request that the Court reopen this matter, pursuant to the terms of the Agreement.
3. In the event that either party moves this Court to reopen this matter, the Court shall grant such motion with no need to file a new appeal or pay a new appeal filing fee; the Docket Number shall remain the same and the legal issues to be addressed shall be controlled by the Statement of Questions filed in this matter on or about May 12, 2015.
4. The Parties shall have until August 1, 2017 to file a Motion to Re-open, or a Motion to extend the period for filing such a Motion. If no such filing is made, the underlying Burlington Development Review Board decision shall become enforceable and the appeal period for said decision shall be deemed to have expired.
5. Each side shall bear its own costs and attorney's fees.

APPROVED AND SO ORDERED:

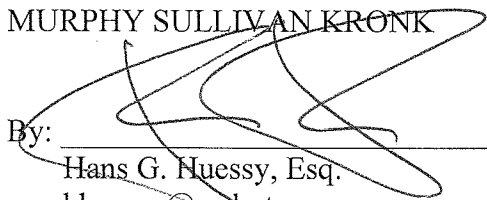

Hon. Thomas S. Durkin, Judge
Environmental Division

9/26/16
Date

[COUNSEL SIGNATURE PAGE FOLLOWS]

DATED at Burlington, Vermont this 22 day of September, 2016.

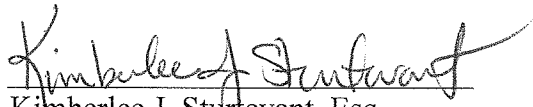
MURPHY SULLIVAN KRONK

By: 

Hans G. Huessy, Esq.
hhuessy@mskvt.com
275 College Street
PO Box 4485
Burlington, VT 05406-4485
802-861-7000
Attorneys for Appellant Luke Purvis

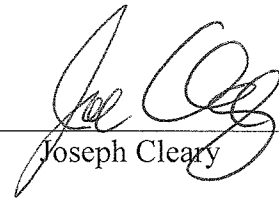
DATED at Burlington, Vermont this 23rd day of September, 2016.

BURLINGTON CITY ATTORNEY'S OFFICE

By: 

Kimberlee J. Sturtevant, Esq.
ksturtevant@burlingtonvt.gov
City Hall, 149 Church Street
Burlington, VT 05401
802-865-7121
Attorneys for City of Burlington

DATED at Burlington, Vermont this 23rd day of September, 2016.

By: 

Joseph Cleary

DATED at Burlington, Vermont this 23rd day of September, 2016.

By: 

Teresa Cleary

SETTLEMENT AGREEMENT

Following mediation with the assistance of Michael Marks, Esq., the Parties signing below have reached the following settlement agreement in reference to all of the issues arising out of or related to the following case: *Purvis Nonconforming Use*, Docket No: 45-5-15 Vtec.

This Agreement is contingent upon approval by the City of Burlington no later than August 26, 2016. If not timely approved, this Agreement shall be null and void. This Agreement is also contingent upon approval by Cleary, following an opportunity to consult with legal counsel, on (not before or after) September 15, 2016. If approved, the Parties shall exchange the documents required to implement the following.

1. Dismissal of Lawsuit. No later than September 19, 2016, the Parties shall dismiss the Lawsuit WITHOUT prejudice; all arguments and contentions of the Parties are preserved in the event of subsequent litigation concerning permits for and/or alleged violations or non-conformance of the Purvis property. Each side shall bear its own costs and attorney's fees.
2. Confidentiality. The Parties shall maintain the confidentiality of this Agreement until the stipulation of dismissal is filed with the Environmental Court.
3. General Releases. No later than November 15, 2016, Purvis shall exchange General Releases with Mr. and Ms. Cleary ("Cleary") in a form consistent with this Agreement and reasonably acceptable to counsel. The Releases shall cover all claims that were or could have been raised between the Parties for any reason, extending to any unknown, undiscovered, and undiscoverable claims, and all persons who in any way could make or be subjected to these claims, including affiliates, principals, members, employees, agents, subcontractors, officers, shareholders and insurers. Provided, however, that the Releases shall not affect claims arising after the date of this Agreement (including, without limitation, claims to enforce deeded rights that are not affected by this Agreement and claims to participate in future permitting proceedings related to either Party's property) which shall remain enforceable.
4. Relocation of Fence and Easement. Reference is made to "Plat of Survey of Lands of Luke B. Purvis 164 North Willard Street Burlington, Vermont," dated August 22, 2016, prepared by Harris Surveying &



1



Land Dispute Evaluation, and attached as Exhibit 1 to this Agreement. Exhibit 1 depicts an "easement area," a "Cleary stockade fence erected December 2015," and a "stockade fence location prior to Cleary purchase see Note 5." Cleary agrees to relocate a portion of the "Cleary stockade fence erected December 2015" in accordance with this paragraph. Starting at its eastern point, the fence post will be relocated to a point half way between its current placement and the eastern corner of the "stockade fence location prior to Cleary purchase see Note 5." Continuing to the west, the next four fence posts shall be relocated so that the fence is moved to the south to a new line to be drawn from the new point of beginning to the western corner of the "Cleary stockade fence erected December 2015. (The posts after the corner post and next four posts need not be moved, because the Parties acknowledge that moving these posts would not result in material movement of the fence for the purposes of this Agreement.) Prior to moving the fence, the Parties shall meet in the field, agree on the location of the new posts, and document their agreement on the new location. Cleary shall obtain any permit amendments required to comply with this paragraph, and Purvis shall not oppose such permits. The fence shall be moved no later than November 1, 2016. No later than November 15, 2016, The Parties shall exchange quit claim deeds confirming that the fence line established by this Agreement shall become the limit of the easement held by Purvis in the Cleary property, and that any easement interest south of the fence is extinguished. Purvis shall prepare the deeds and the related documentation to complete this transaction.

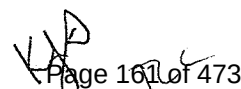
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2


 LP



 Page 16 of 473

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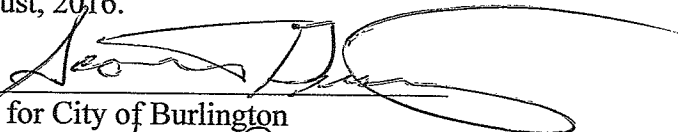
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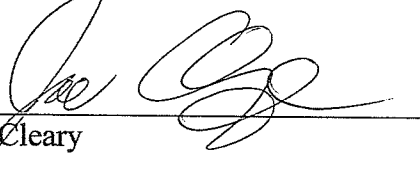
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Dated at Colchester, Vermont, this 23rd day of August, 2016.


Agent for City of Burlington

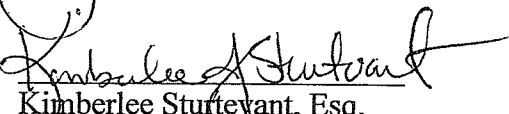
Luke Purvis
Luke Purvis


Joseph Cleary

Teresa Cleary
Teresa Cleary

Approved as to form:


Nicole Killoran, Esq.
Counsel for Purvis


Kimberlee Sturtevant, Esq.
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LEGEND

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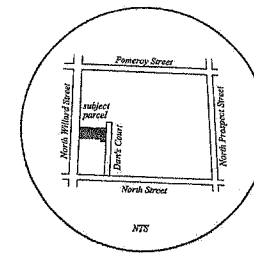
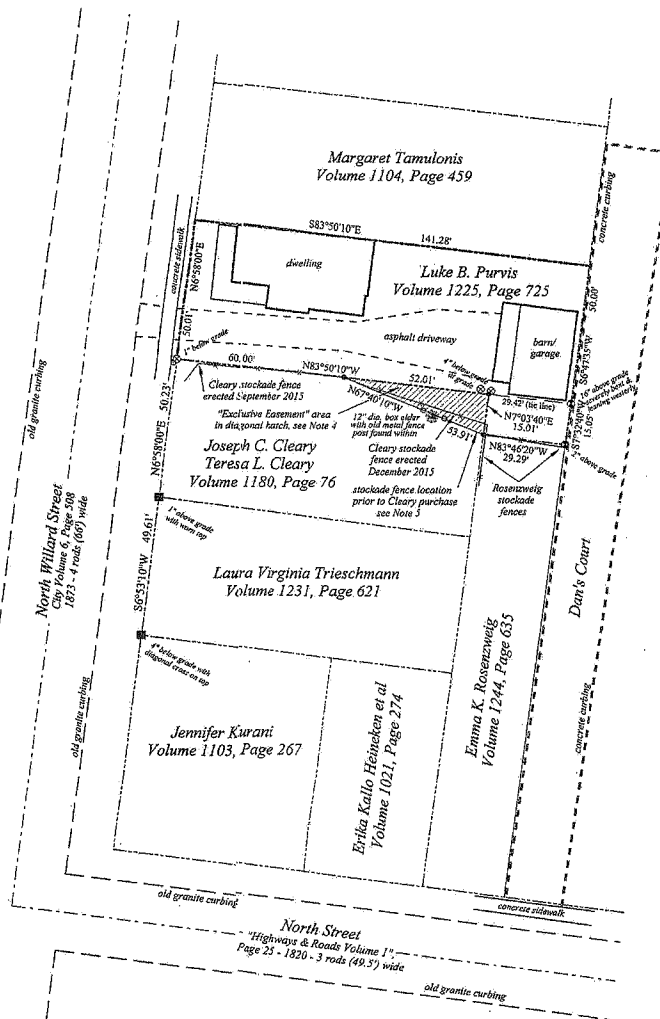
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6. A horizontal control traverse was conducted for this survey in August 2016.
7. Certain survey data shown hereon may vary from recorded data due to differences in declination, orientation, or methods of measurement.
8. Unless otherwise labeled, property monuments shown hereon were found in good, stable condition, the reported diameter is inside diameter, and the reported height above (reveal) or below grade is approximate.

CERTIFICATION

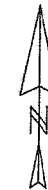
This survey is based upon and consistent with an analysis of physical evidence found on the ground, information abstracted from deeds, other pertinent records, and particular information or circumstances cited hereon. Additionally, this plat is consistent with Title 27 V.S.A. Chapter 17, Section 1403.

Albert W. Harris
Albert W. Harris, VT L.S. 534



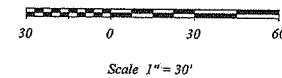
LOCATION MAP

Douglas & Kathy T. Boyden
Volume 679, Page 740



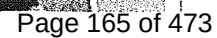
Bearings are based on Magnetic North, 2016

GRAPHICAL SCALE



	Plat of Survey of	
	Lands of Luke B. Purvis	
	164 North Willard Street	
	Burlington, Vermont	
Proj. No. 1603b Pb. file Dwn. AWH Cld. AWH	HARRIS SURVEYING & LAND DISPUTE EVALUATION Hinesburg, Vermont	Date: 22 August 2016 Scale: 1" = 30'

Handwritten signatures and initials: KUP, TC, JH, VAP



STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No. 45-5-15 Vtec

Purvis Nonconforming Use

ENTRY REGARDING MOTION

Count 1, Municipal DRB Other (45-4-15 Vtec)

Title: Motion to Continue Trial (Motion 3)
Filer: Luke Purvis
Attorney: Nicole A. Killoran
Filed Date: May 13, 2016

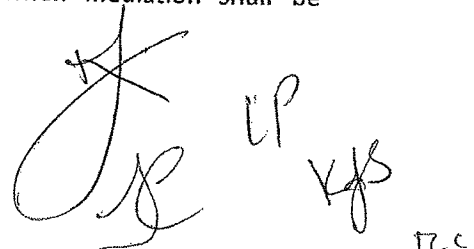
Response in Opposition filed on 05/20/2016 by Joseph and Teresa Cleary, Interested Persons.
Response filed on 05/23/2016 by Attorney Kimberlee J. Sturtevant for the City of Burlington.

The motion is **GRANTED, With Conditions.**

On May 18, 2016, this matter came on for a final pre-trial conference and hearing on Appellant Luke Purvis's motion to continue the trial. During the hearing, the parties advised the Court that they may be able to agree on conditions that would allow for the trial to be continued. The Court then directed the parties to complete their discussions, in private, about those possible conditions and report to the Court prior to close of business on Friday, May 20th, of what terms they wish to suggest and whether they have reached an agreement.

The parties have reported to the Court that they were unable to reach agreement on interim conditions by which Appellant Purvis's continuance motion could be granted. In reviewing the parties' various proposed conditions, it appears to the Court that the suggested conditions have many common points. Given that a continuance of the trial, now scheduled for June 7th, would be an accommodation for Appellant and against the general wishes of his neighbors, Joseph and Teresa Cleary, we hereby **GRANT** Appellant Purvis's continuance motion, subject to the following conditions:

1. The parties shall continue their settlement efforts while this matter is pending, including the use of an agreed-upon mediator, if the parties can agree upon the mediator to be used, payment, and the timing of when mediation shall be completed.

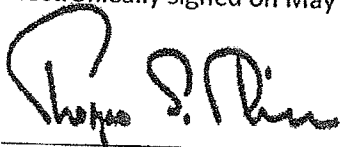
Handwritten signatures and initials, including a large signature on the left, initials 'LP' in the middle, and initials 'VJS' on the right. Below these is the text 'TLC'.

2. During this pre-trial period and while the parties' settlement efforts are on-going, Appellant Purvis shall only park vehicles on the paved driveway portion of his property. He shall refrain from using the easement area he currently enjoys to the south of his driveway.
3. During this pre-trial period and while the parties' settlement efforts are on-going, the City of Burlington shall defer its enforcement actions concerning the manner in which Mr. Purvis or his invitees have parked vehicles on his property or the easement area.
4. These terms represent interim, temporary measures that the Court hopes will maintain the status quo between the parties and minimize the opportunity for further conflict to develop. No party shall be prejudiced by these conditions, either at the de novo trial of this appeal or in any other action.
5. If the parties reach an impasse in their settlement discussions prior to trial, any party may request that the Court vacate this interim set of pre-trial conditions.

The trial currently scheduled for June 7, 2016 is hereby **CONTINUED** and will be rescheduled for trial sometime after September 1, 2016. The parties are hereby directed to advise the Court, in writing and **no later than Friday, July 1, 2016**, of their unavailable days for trial during the months of September and October, 2016. This matter has already exceeded, as of March 18, 2016, the anticipated deadline for timely disposition, per the Court's estimated disposition guidelines. The Court therefore wishes to advise the parties to expect that no further trial continuances will be granted.

So ordered.

Electronically signed on May 23, 2016 at Burlington, Vermont, pursuant to V.R.E.F. 7(d).



Thomas S. Durkin, Judge
Environmental Division

Notifications:

Nicole A. Killoran (ERN 5727), Attorney for Appellant Luke Purvis
Kimberlee J. Sturtevant (ERN 4778), Attorney for Interested Person City of Burlington
Interested Persons Joseph and Teresa Cleary

LEGEND

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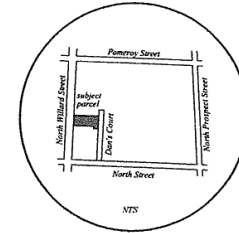
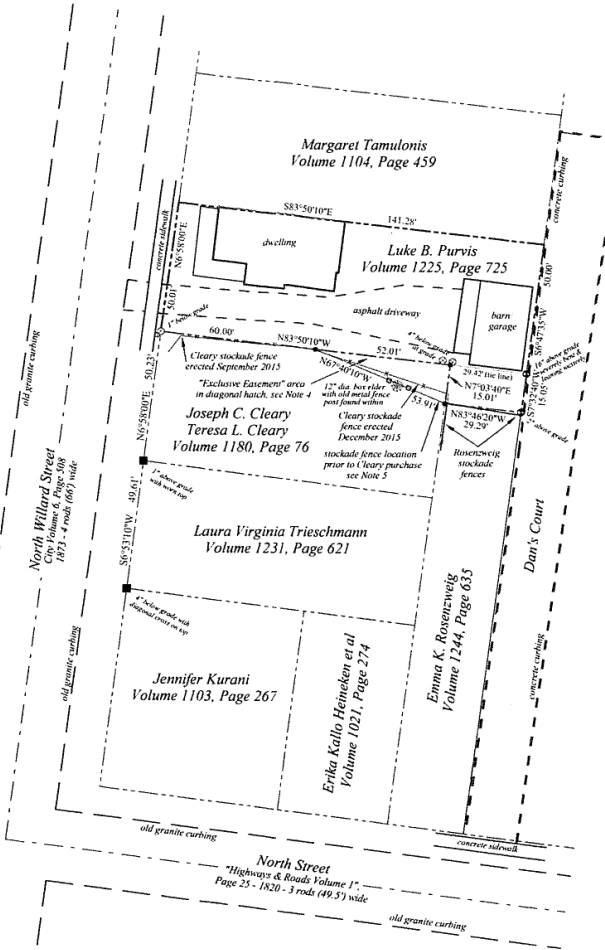
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Albert W. Harris
Albert W. Harris, VT L.S. 584

RECEIVED
OCT 16 2018
DEPARTMENT OF
PLANNING & ZONING



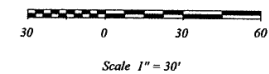
LOCATION MAP

Douglas & Kathy T. Boyden
Volume 679, Page 740



Bearings are based on Magnetic North, 2016

GRAPHICAL SCALE



	Plat of Survey of		
	Lands of Luke B. Purvis		
	164 North Willard Street		
	Burlington, Vermont		
Proj. No. 1603b Fb file Dwn. AWH Ckd. AWH	HARRIS SURVEYING & LAND DISPUTE EVALUATION Hinesburg, Vermont		Date: 22 August 2016 Scale: 1" = 30'

FILED

SEP 26 2016 *dec*

STATE OF VERMONT
SUPERIOR COURT
PURVIS NONCONFORMING USE

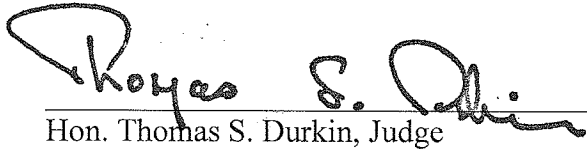
VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION
ENVIRONMENTAL DIVISION
Docket No. 45-5-15 Vtec

STIPULATED ORDER

NOW COME the Parties and hereby stipulate and agree that the Court may enter the following Order:

1. The Court hereby accepts the Settlement Agreement of Luke Purvis, Joseph and Teresa Cleary and the City of Burlington (hereinafter the "Agreement") dated August 23, 2016.
2. The above-captioned matter is DISMISSED, WITHOUT PREJUDICE to the rights of either the Appellant or the City to request that the Court reopen this matter, pursuant to the terms of the Agreement.
3. In the event that either party moves this Court to reopen this matter, the Court shall grant such motion with no need to file a new appeal or pay a new appeal filing fee; the Docket Number shall remain the same and the legal issues to be addressed shall be controlled by the Statement of Questions filed in this matter on or about May 12, 2015.
4. The Parties shall have until August 1, 2017 to file a Motion to Re-open, or a Motion to extend the period for filing such a Motion. If no such filing is made, the underlying Burlington Development Review Board decision shall become enforceable and the appeal period for said decision shall be deemed to have expired.
5. Each side shall bear its own costs and attorney's fees.

APPROVED AND SO ORDERED:

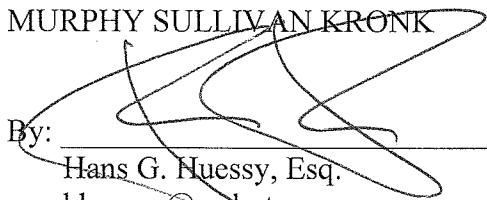

Hon. Thomas S. Durkin, Judge
Environmental Division

9/26/16
Date

[COUNSEL SIGNATURE PAGE FOLLOWS]

DATED at Burlington, Vermont this 22 day of September, 2016.

MURPHY SULLIVAN KRONK

By: 

Hans G. Huessy, Esq.

hhuessy@mskvt.com

275 College Street

PO Box 4485

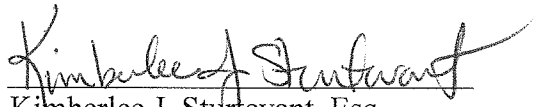
Burlington, VT 05406-4485

802-861-7000

Attorneys for Appellant Luke Purvis

DATED at Burlington, Vermont this 23rd day of September, 2016.

BURLINGTON CITY ATTORNEY'S OFFICE

By: 

Kimberlee J. Sturtevant, Esq.

ksturtevant@burlingtonvt.gov

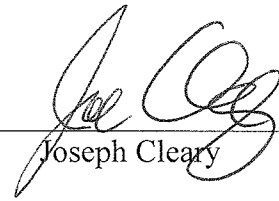
City Hall, 149 Church Street

Burlington, VT 05401

802-865-7121

Attorneys for City of Burlington

DATED at Burlington, Vermont this 23rd day of September, 2016.

By: 

Joseph Cleary

DATED at Burlington, Vermont this 23rd day of September, 2016.

By: 

Teresa Cleary

SETTLEMENT AGREEMENT

Following mediation with the assistance of Michael Marks, Esq., the Parties signing below have reached the following settlement agreement in reference to all of the issues arising out of or related to the following case: *Purvis Nonconforming Use*, Docket No: 45-5-15 Vtec.

This Agreement is contingent upon approval by the City of Burlington no later than August 26, 2016. If not timely approved, this Agreement shall be null and void. This Agreement is also contingent upon approval by Cleary, following an opportunity to consult with legal counsel, on (not before or after) September 15, 2016. If approved, the Parties shall exchange the documents required to implement the following.

1. Dismissal of Lawsuit. No later than September 19, 2016, the Parties shall dismiss the Lawsuit WITHOUT prejudice; all arguments and contentions of the Parties are preserved in the event of subsequent litigation concerning permits for and/or alleged violations or non-conformance of the Purvis property. Each side shall bear its own costs and attorney's fees.
2. Confidentiality. The Parties shall maintain the confidentiality of this Agreement until the stipulation of dismissal is filed with the Environmental Court.
3. General Releases. No later than November 15, 2016, Purvis shall exchange General Releases with Mr. and Ms. Cleary ("Cleary") in a form consistent with this Agreement and reasonably acceptable to counsel. The Releases shall cover all claims that were or could have been raised between the Parties for any reason, extending to any unknown, undiscovered, and undiscoverable claims, and all persons who in any way could make or be subjected to these claims, including affiliates, principals, members, employees, agents, subcontractors, officers, shareholders and insurers. Provided, however, that the Releases shall not affect claims arising after the date of this Agreement (including, without limitation, claims to enforce deeded rights that are not affected by this Agreement and claims to participate in future permitting proceedings related to either Party's property) which shall remain enforceable.
4. Relocation of Fence and Easement. Reference is made to "Plat of Survey of Lands of Luke B. Purvis 164 North Willard Street Burlington, Vermont," dated August 22, 2016, prepared by Harris Surveying &



1



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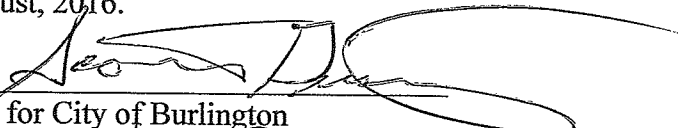
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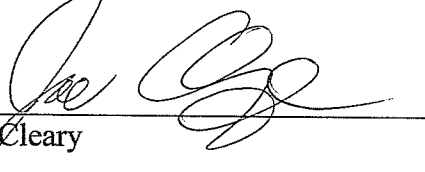
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Dated at Colchester, Vermont, this 23rd day of August, 2016.


Agent for City of Burlington

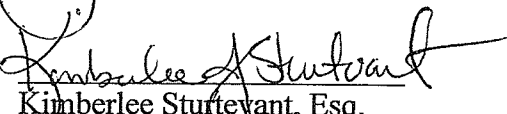
Luke Purvis
Luke Purvis


Joseph Cleary

Teresa Cleary
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Approved as to form:


Nicole Killoran, Esq.
Counsel for Purvis


Kimberlee Sturtevant, Esq.
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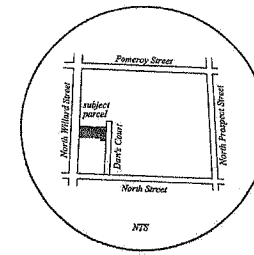
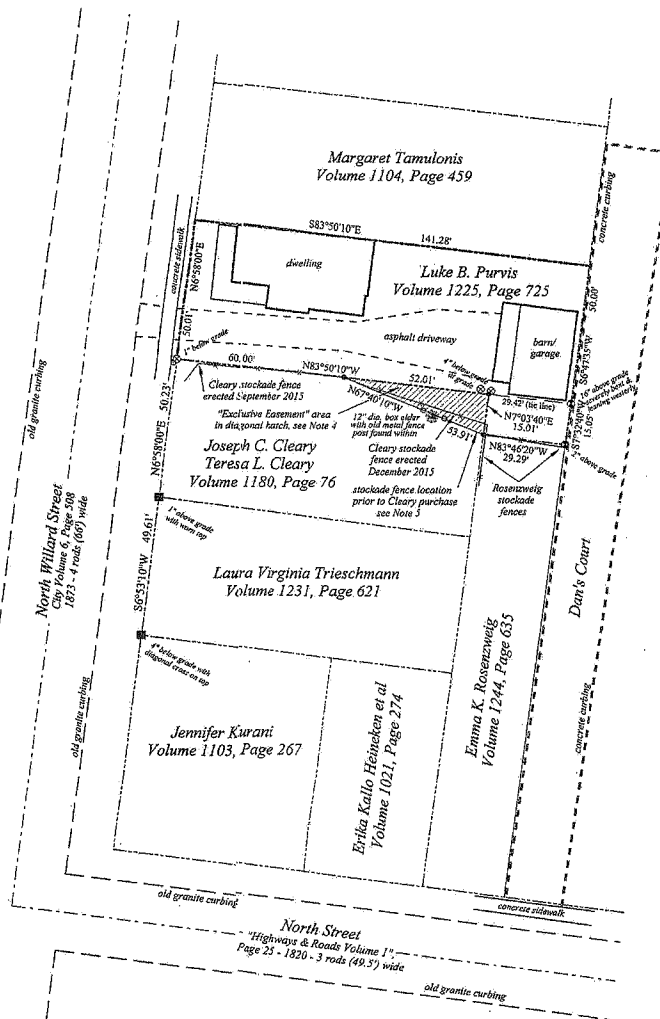
NOTES

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- Luke Purvis acquired the subject property from Hector Leclair in 2013. Mr. Leclair acquired 164 North Willard in 1966 and then added the small rectangular parcel south of the barn in 1968.
- Hector Leclair acquired 158 North Willard in 1978. He reconveyed it in 1983 with the reservation of an "exclusive easement for ingress and egress and for all other lawful purpose" over a triangular parcel adjacent to the rectangular parcel added to 164 North Willard in 1968 & depicted herein by diagonal hatch.
- The easement description is flawed; it was not surveyed and the line lengths are inconsistent with those cited in legal instruments dating to 1922 in Cleary's chain of title and to 1888 in Purvis's chain of title. The call for the corners of the rectangular parcel are superior to the measurements cited in the description when a conflict exists. Therefore, I have utilized the best available evidence (recovered monuments) to locate the rectangular parcel corners called for in the description; those parcel corner locations control the location of the easement.
- A "Statement of Historical Usage for 164 North Willard St" signed by Hector Leclair on 4 August 2014 describes his use of the barn/garage, parking, and the exclusive easement, including his original metal fence and later wood stockade fence of 2012. The metal fence appears on a 1980's photograph in the possession of Luke Purvis.
- A horizontal control traverse was conducted for this survey in August 2016.
- Certain survey data shown hereon may vary from recorded data due to differences in declination, orientation, or methods of measurement.
- Unless otherwise labeled, property monuments shown hereon were found in good, stable condition, the reported diameter is inside diameter, and the reported height above (reveal) or below grade is approximate.

CERTIFICATION

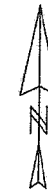
This survey is based upon and consistent with an analysis of physical evidence found on the ground, information abstracted from deeds, other pertinent records, and particular information or circumstances cited hereon. Additionally, this plat is consistent with Title 27 V.S.A. Chapter 17, Section 1403.

Albert W. Harris
Albert W. Harris, VT L.S. 584



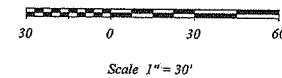
LOCATION MAP

Douglas & Kathy T. Boyden
Volume 679, Page 740



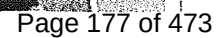
Bearings are based on Magnetic North, 2016

GRAPHICAL SCALE



	Plat of Survey of	
	Lands of Luke B. Purvis	
	164 North Willard Street	
	Burlington, Vermont	
Proj. No. 1603b Pb. file Dwn. AWH Ckd. AWH	HARRIS SURVEYING & LAND DISPUTE EVALUATION Hinesburg, Vermont	Date: 22 August 2016 Scale: 1" = 30'

Handwritten signatures and initials: KUP, TC, JH, VAP



STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No. 45-5-15 Vtec

Purvis Nonconforming Use

ENTRY REGARDING MOTION

Count 1, Municipal DRB Other (45-4-15 Vtec)

Title: Motion to Continue Trial (Motion 3)
Filer: Luke Purvis
Attorney: Nicole A. Killoran
Filed Date: May 13, 2016

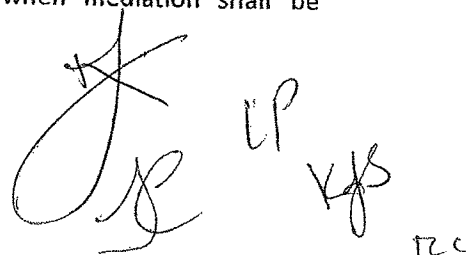
Response in Opposition filed on 05/20/2016 by Joseph and Teresa Cleary, Interested Persons.
Response filed on 05/23/2016 by Attorney Kimberlee J. Sturtevant for the City of Burlington.

The motion is **GRANTED, With Conditions.**

On May 18, 2016, this matter came on for a final pre-trial conference and hearing on Appellant Luke Purvis's motion to continue the trial. During the hearing, the parties advised the Court that they may be able to agree on conditions that would allow for the trial to be continued. The Court then directed the parties to complete their discussions, in private, about those possible conditions and report to the Court prior to close of business on Friday, May 20th, of what terms they wish to suggest and whether they have reached an agreement.

The parties have reported to the Court that they were unable to reach agreement on interim conditions by which Appellant Purvis's continuance motion could be granted. In reviewing the parties' various proposed conditions, it appears to the Court that the suggested conditions have many common points. Given that a continuance of the trial, now scheduled for June 7th, would be an accommodation for Appellant and against the general wishes of his neighbors, Joseph and Teresa Cleary, we hereby **GRANT** Appellant Purvis's continuance motion, subject to the following conditions:

1. The parties shall continue their settlement efforts while this matter is pending, including the use of an agreed-upon mediator, if the parties can agree upon the mediator to be used, payment, and the timing of when mediation shall be completed.

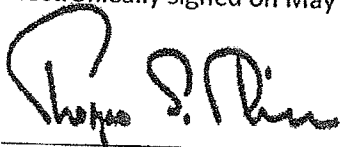
Handwritten signatures and initials, including a large signature on the left, initials 'LP' in the middle, and initials 'VJS' on the right, with 'TLC' written below.

2. During this pre-trial period and while the parties' settlement efforts are on-going, Appellant Purvis shall only park vehicles on the paved driveway portion of his property. He shall refrain from using the easement area he currently enjoys to the south of his driveway.
3. During this pre-trial period and while the parties' settlement efforts are on-going, the City of Burlington shall defer its enforcement actions concerning the manner in which Mr. Purvis or his invitees have parked vehicles on his property or the easement area.
4. These terms represent interim, temporary measures that the Court hopes will maintain the status quo between the parties and minimize the opportunity for further conflict to develop. No party shall be prejudiced by these conditions, either at the de novo trial of this appeal or in any other action.
5. If the parties reach an impasse in their settlement discussions prior to trial, any party may request that the Court vacate this interim set of pre-trial conditions.

The trial currently scheduled for June 7, 2016 is hereby **CONTINUED** and will be rescheduled for trial sometime after September 1, 2016. The parties are hereby directed to advise the Court, in writing and **no later than Friday, July 1, 2016**, of their unavailable days for trial during the months of September and October, 2016. This matter has already exceeded, as of March 18, 2016, the anticipated deadline for timely disposition, per the Court's estimated disposition guidelines. The Court therefore wishes to advise the parties to expect that no further trial continuances will be granted.

So ordered.

Electronically signed on May 23, 2016 at Burlington, Vermont, pursuant to V.R.E.F. 7(d).

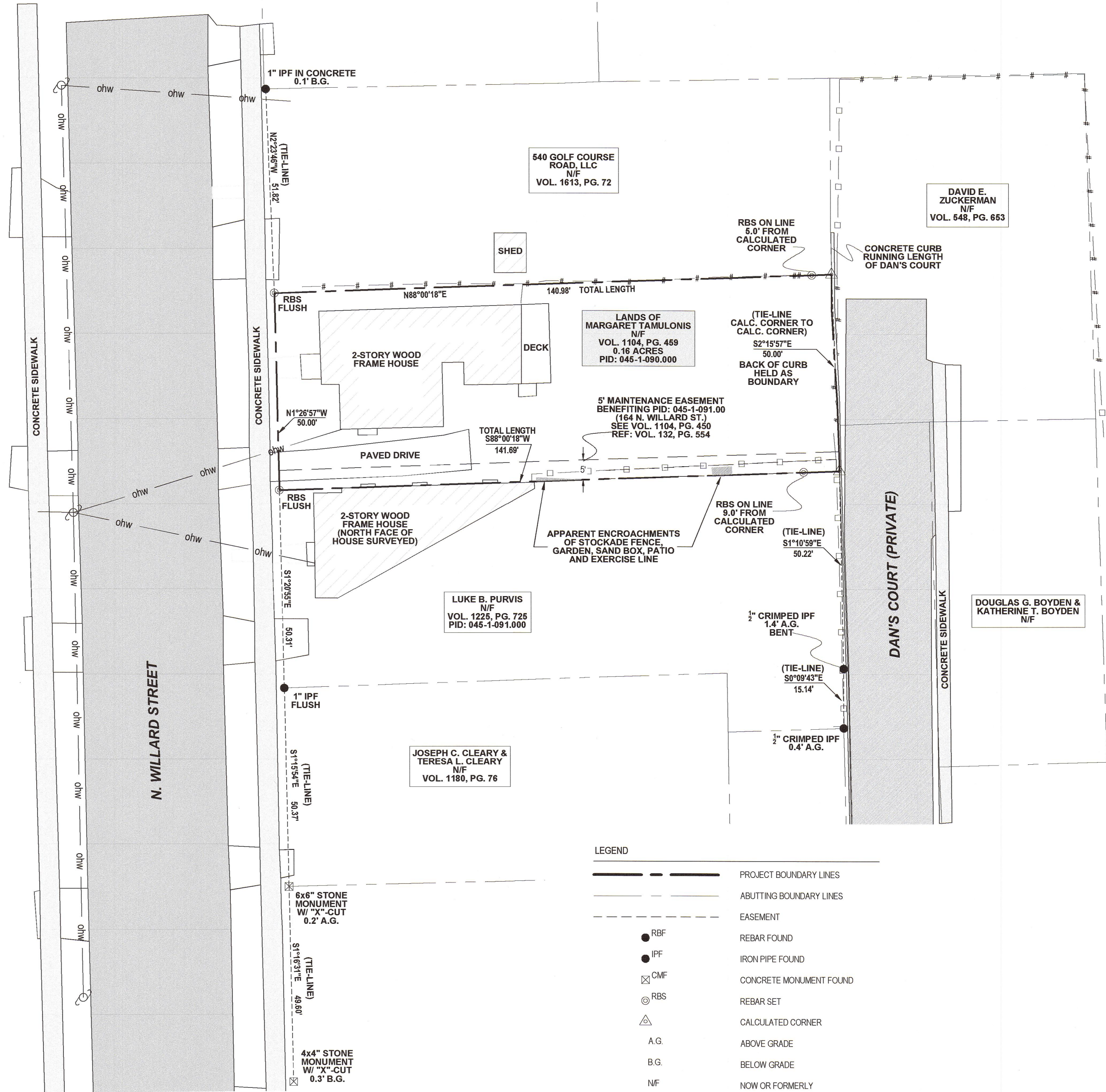


Thomas S. Durkin, Judge
Environmental Division

Notifications:

Nicole A. Killoran (ERN 5727), Attorney for Appellant Luke Purvis
Kimberlee J. Sturtevant (ERN 4778), Attorney for Interested Person City of Burlington
Interested Persons Joseph and Teresa Cleary

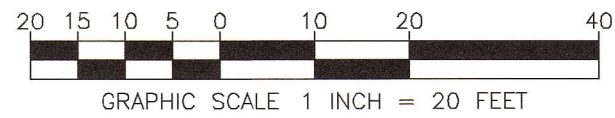
THIS IS ORIGINAL LINK ON MYLAR



ZONING DATA
DISTRICT: (RL) RESIDENTIAL LOW DENSITY

MINIMUM DISTRICT STANDARDS:
LOT SIZE = MINIMUM 6,000 SQ. FT.
FRONTAGE = AVERAGE OF 2 ADJACENT LOTS
± 5 FT.

SETBACKS:
SIDE = MINIMUM 10% OF LOT WIDTH OR
AVERAGE OF SIDE YARD SETBACKS OF 2
ADJACENT LOTS
REAR = MINIMUM 25% OF LOT DEPTH BUT IN NO
EVENT LESS THAN 20'
MAX HEIGHT = 35'



SURVEY REFERENCES:
1. AN UNRECORDED SURVEY TITLED "PLAT OF SURVEY OF LANDS OF LUKE B. PURVIS - 164 NORTH WILLARD STREET, BURLINGTON, VERMONT" DATED AUGUST 22, 2016 BY HARRIS SURVEYING AND LAND DISPUTE EVALUATION AND PROVIDED TO MARGARET TAMULONIS BY LUKE B. PURVIS.

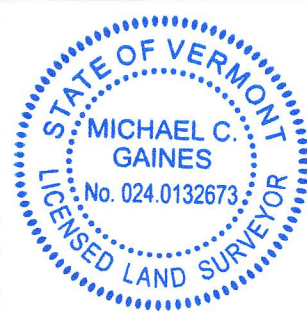
LEGEND	
	PROJECT BOUNDARY LINES
	ABUTTING BOUNDARY LINES
	EASEMENT
	RBF
	IPF
	CMF
	RBS
	REBAR FOUND
	IRON PIPE FOUND
	CONCRETE MONUMENT FOUND
	REBAR SET
	CALCULATED CORNER
	ABOVE GRADE
	BELOW GRADE
	NOW OR FORMERLY
	UTILITY POLE & OVERHEAD WIRES
	WOVEN WIRE FENCE
	WOODEN FENCE

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THIS PLAN IS BASED ON INFORMATION ABSTRACTED FROM PERTINENT DEEDS AND/OR OTHER OFFICIAL RECORDS AND CONFORMS TO THE REQUIREMENTS OF 27 VSA § 1403.

DATED THIS 17th DAY OF November, 2023

Michael C. Gaines L.S. 024.0132673

PARCEL INFORMATION
OWNER: MARGARET TAMULONIS
VOL. 1104, PG. 459
SPAN: 114-035-15644
PARCEL ID: 045-1-090.000



- SURVEY NOTES:**
1. BEARINGS SHOWN HEREON WERE GENERATED FROM SURVEY GRADE GPS READINGS COLLECTED WITH A TRIMBLE R12 GPS RECEIVER ON RANDOM CONTROL POINTS AND ADJUSTED TO VT GRID NAD83(2011) USING REAL TIME KINEMATIC CORRECTIONS FROM A VIRTUAL REFERENCE STATION GENERATED BY THE VERMONT CORS NETWORK.
 2. NO ATTEMPT HAS BEEN MADE TO LOCATE OR IDENTIFY ANY EASEMENTS OR RIGHTS OF WAYS UNLESS OTHERWISE SHOWN ON THIS PLAN.
 3. A CLOSED TRAVERSE SURVEY WAS COMPLETED IN OCTOBER, 2023 USING A LEICA TOTAL STATION. THE RESULTING ERROR MEETS OR EXCEEDS THE MINIMUM REQUIRED STANDARDS FOR A SUBURBAN SURVEY AS ESTABLISHED BY THE VERMONT BOARD OF LAND SURVEYORS.
 4. ALL EVIDENCE OF MONUMENTATION FOUND ON THE SURVEYED PREMISES IS SHOWN HEREON. MONUMENTATION FOUND IS CONSIDERED TO BE IN GOOD AND STABLE CONDITION UNLESS OTHERWISE NOTED. ALL IRON PIPE DIMENSIONS PERTAIN TO INSIDE DIAMETER UNLESS OTHERWISE NOTED.
 5. THE RIGHT OF WAY WIDTH FOR NORTH WILLARD STREET, OF 4 RODS (66') IS BASED ON PREVIOUS SURVEYS OF RECORD AT CITY VOLUME 6, PAGE 508, MONUMENTATION FOUND, THE TRAVELED WAY, AND VERMONT STATE STATUTE.
 6. ALL AREA CALCULATIONS ARE BASED ON THE EDGE OF THE RIGHTS OF WAY OF SAID ROAD AND NOT THE CENTERLINE THEREOF.
 7. ALL REBARS SET ARE 5/8" WITH A CAP STAMPED M.C. GAINES VTLS 024.0132673 AND ALL MONUMENTATION FOUND IS AS NOTED.
 8. UNAUTHORIZED ALTERATIONS AND/OR MODIFICATIONS TO THIS PLAN SHALL INVALIDATE ANY AND ALL CERTIFICATIONS MADE BY BARNARD & GERVAIS, LLC AND FURTHER ANY PARTIES INVOLVED IN SAID ALTERATIONS AND/OR MODIFICATIONS SHALL BE HELD LIABLE AND MAY BE PROSECUTED IN A COURT OF LAW.
 9. BARNARD AND GERVAIS, LLC MAKES NO WARRANTIES THAT ALL ENCUMBRANCES THAT EXIST FOR THE SUBJECT PARCEL ARE SHOWN HEREON. ADDITIONAL ENCUMBRANCES THAT MAY EXIST INCLUDE, BUT ARE NOT LIMITED TO, WETLANDS, WELL AND SEPTIC ISOLATION ZONES, HAZARDOUS WASTE SITES AND/OR BROWNFIELDS WITH ASSOCIATED ISOLATION ZONES.
 10. THIS BOUNDARY RETRACEMENT PLAT IS NOT INTENDING TO CREATE ANY EASEMENTS OTHER THAN THOSE SPECIFICALLY LISTED AND DESCRIBED HEREON. ANY DRIVES, PATHS, TRAILS OR OTHER AMENITIES SHOWN HEREON ARE CONSIDERED PRIVATE UNLESS OTHERWISE NOTED.
 11. THE DEEDED DIMENSIONS FOR THE SURVEYED PARCEL AS REFERENCED IN KEY DEED VOL. 132, PG. 554 AND RECORDED 9/30/1949, DESCRIBE A FRONTAGE OF 50' AND A DEPTH OF 165' MORE OR LESS. RECORDS FOUND ON FILE WITH THE BURLINGTON DEPARTMENT OF PUBLIC WORKS PERTAINING TO DAN'S COURT REFER TO ITS STATUS AS A PRIVATE ROAD AS EARLY AS 4/19/1948. IT IS THE OPINION OF BARNARD & GERVAIS, LLC THAT THE SUBJECT PARCEL'S EAST OR BACK BOUNDARY LINE HAS ACQUIRED TO THE BACK OF THE WESTERLY CURB OF DAN'S COURT.

RECEIVED FOR RECORD IN THE CITY OF BURLINGTON THIS _____

DAY OF _____, 20____

MAP BOOK# _____, PAGE# _____, SLIDE# _____

AT _____ O'CLOCK _____ MINUTES _____ M

AND RECORDED IN BURLINGTON, VERMONT

ATTEST _____ TOWN CLERK

DATE	DESCRIPTION	BY
REVISIONS		
BARNARD & GERVAIS, LLC Land Surveying Water & Wastewater Environmental Consulting 167 Main Street, P.O. Box 820 Burlington, VT 05401 Telephone: (802) 933-5168 10523 VT Route 116, P.O. Box 133 Hinesburg, VT 05461 Telephone: (802) 482-2567		
LANDS OF		PROJECT NO. 23362
MARGARET TAMULONIS		DATE: 11-16-2023
172 NORTH WILLARD STREET, BURLINGTON, VERMONT		SCALE: 1" = 20'
BOUNDARY RETRACEMENT SURVEY PLAT		SURVEY: AW, JG
THESE PLANS WITH LATEST REVISIONS SHOULD ONLY BE USED FOR THE PURPOSE SHOWN BELOW:		DRAWN: MCG
☐ SKETCH/CONCEPT	☐ PRELIMINARY	CHECKED: MCG
☒ FINAL LOCAL REVIEW		DRAWING NO. PL-1
		SHEET 1 OF 1

LEGEND

- 3/4" diameter iron pipe set at grade with identification cap
- ⊗ 1" diameter iron pipe found at grade without identification
- ⊙ 3/4" diameter iron pipe with crimped top found without identification
- ⊙ 1/2" diameter iron rod found 1" above grade without identification
- 6" square old stone monument found without identification
- 4"x4" timber fence post supporting stockade fence in 2012
- calculated easement corner not yet monumented - see Note 4
- subject parcel property line
- adjoining parcel property line
- existing edge of traveled way of public street
- existing edge of private paved drive or street

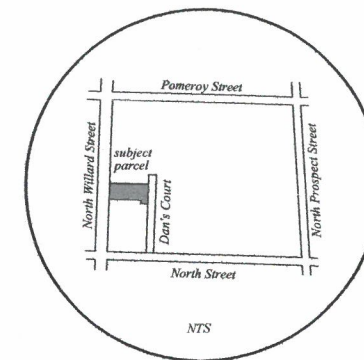
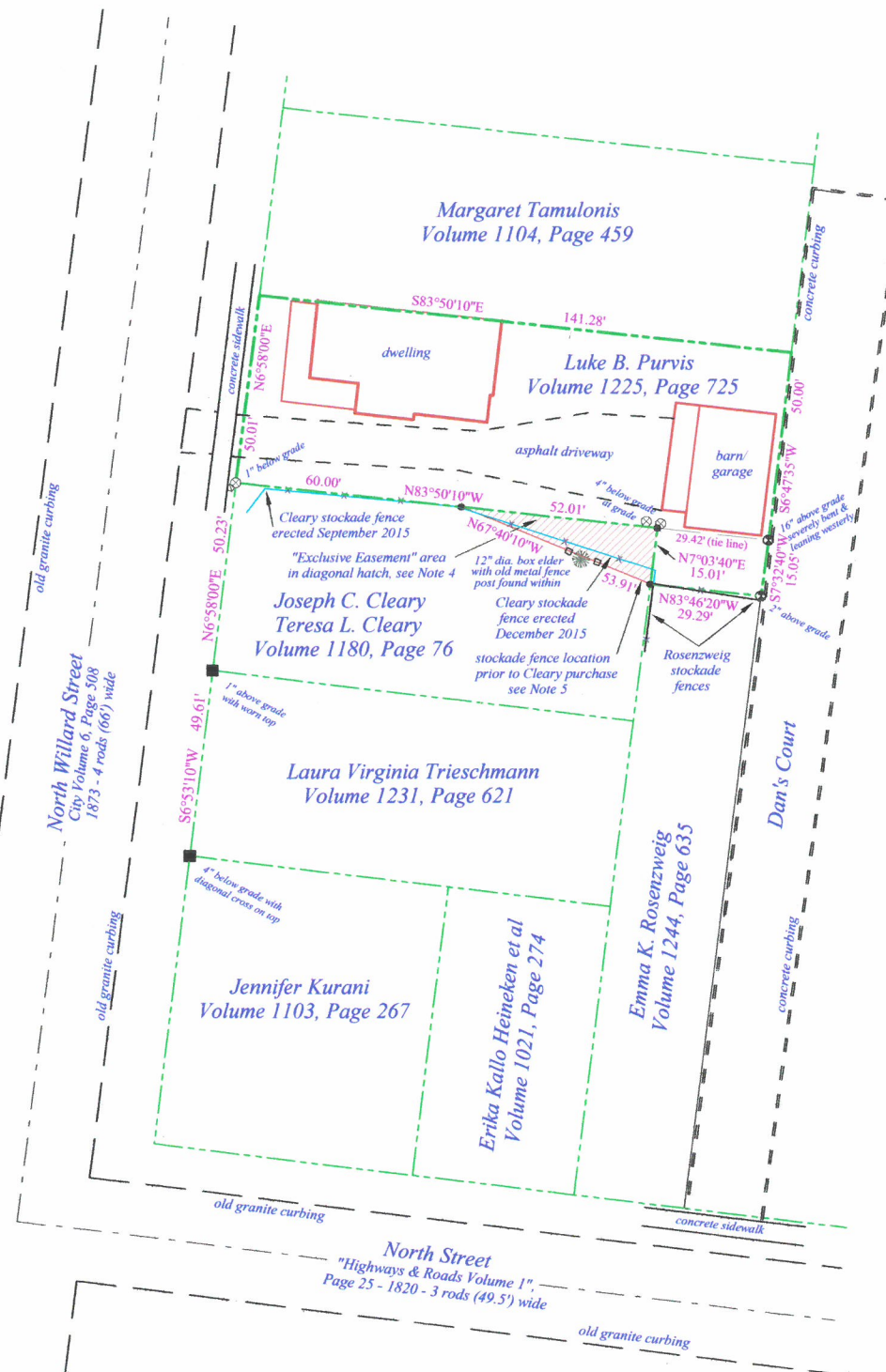
NOTES

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- Hector Leclaire acquired 158 North Willard in 1978. He reconveyed it in 1983 with the reservation of an "exclusive easement for ingress and egress and for all other lawful purpose" over a triangular parcel adjacent to the rectangular parcel added to 164 North Willard in 1968 & depicted herein by diagonal hatch.
- The easement description is flawed; it was not surveyed and the line lengths are inconsistent with those cited in legal instruments dating to 1922 in Cleary's chain of title and to 1888 in Purvis's chain of title. The call for the corners of the rectangular parcel are superior to the measurements cited in the description when a conflict exists. Therefore, I have utilized the best available evidence (recovered monuments) to locate the rectangular parcel corners called for in the description; those parcel corner locations control the location of the easement.
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CERTIFICATION

This survey is based upon and consistent with an analysis of physical evidence found on the ground, information abstracted from deeds, other pertinent records, and particular information or circumstances cited hereon. Additionally, this plat is consistent with Title 27 V.S.A. Chapter 17, Section 1403.

Albert W. Harris
Albert W. Harris, VT L.S. 584



LOCATION MAP

Douglas & Kathy T. Boyden
Volume 679, Page 740



Bearings are based on Magnetic North, 2016

GRAPHICAL SCALE



Scale 1" = 30'

	Plat of Survey of	
	Lands of Luke B. Purvis	
	164 North Willard Street	
	Burlington, Vermont	
Proj. No. 1603b Fb. file Dwn. AWH Ckd. AWH	HARRIS SURVEYING & LAND DISPUTE EVALUATION Hinesburg, Vermont	Date: 22 August 2016 Scale: 1" = 30'

To: Development Review Board

From: Luke Purvis and Christina Lauterbach

Re: Response to 172 North Willards' Request to Deny Deferral of ZAP-25-2 and ZAP-25-4

Summary of 172 North Willard Owners' Claims and Rebuttals

The letter submitted by the 172 North Willard owners opposing our deferral request contains numerous inaccuracies, incomplete quotes, and mischaracterizations of past proceedings. These statements misrepresent both the facts and our intentions, often citing out-of-context remarks or oversimplifying complex issues. The following points clarify the record and correct the most significant errors in their submission.

1. Selective and Incomplete Quotes Used to Misrepresent Facts

The 172 North Willard Owners selectively cite statements from various sources to suggest delay or bad faith. In reality, our statements, such as "This work is complete," were made in good faith to indicate that physical work was complete in the disputed areas (fenceline and patio) so that the same matters being addressed by different departments (code enforcement addressing SeeClickFix submissions and the 172 North Willard Written Complaint and Zoning Department approving permits) could have their overlapping boundary and zoning matters adjudicated together with ZP-23-560. That intention is consistent with our current request to hear ZAP-25-2 and ZAP-25-4 at the same time. We ask the board to request that the City complete its adjudication of the written complaint so that any appeal related to that decision can also be part of this same hearing. Fragmenting these reviews delays resolution and increases conflict.

2. Mischaracterization of the 2016 Harris Survey

The 172 Owners claim their 2023 Barnard & Gervais survey "supports the 2016 Harris Survey and confirms the encroachment." This is misleading. The 2016 Terry Harris Survey does not depict or measure the now-disputed northern boundary. Its stated purpose is to "locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street and the 'exclusive easement' which benefits it." That northern boundary line was intentionally not measured due to survey cost (over \$7,000) and lack of conflict at the time. In an August 2023 email, we clearly explained this limitation to 172 North Willard. In contrast, both the B&G Survey and the Button survey are labeled as boundary retracement plats.

3. Boundary Dispute Affects Both Appeals

Both ZAP-25-2 (Deck Addition) and ZAP-25-4 (Fence Extension) involve the same boundary line. Resolution of that line is central to both appeals and should not happen in isolation. Hearing both matters together is the only way to ensure consistent and coordinated findings.

The Bill Ward Email attached highlights this exact predicament. In it, we decried the unsupported and false allegation made by the zoning administrator that our patio was not in compliance with the settlement. The patio was installed purposely, more than 5' from our fence

as depicted in the approved site plan. In that email, Bill Ward supports the Zoning administrator's ability to make unsupported allegations against our compliance with the CDO and the Settlement in the staff reports for DRB hearings. We don't understand how City Leadership can support the ability of City staff to make allegations while at the same time admitting they don't have all the facts. We think this email demonstrates the pre-determined outcome path that both the City and 172 North Willard Neighbors want to occur by rushing the hearing. But we think this email demonstrates exactly why it is so important to have the surveyors resolve their differences, or failing that, someone from the City uses all evidence to make the best available decision before Code Enforcement or Zoning staff can begin making allegations, especially in the staff reports for DRB hearings.

4. Records Request Is Justified Despite Settlement Language

Our records request is portrayed as improper in light of the settlement agreement provision discouraging further records requests and appeals. However, it also assumes that accurate and complete information would be maintained and used by the City. When errors or omissions, such as the wrong site plan being approved, or staff disregarding outcomes from prior investigations, and disregarding section 11 of the settlement, affect our rights and property, we are compelled to seek those records to ensure that new decisions are fair, fact-based, and accountable. Our records request is about ensuring transparency and addressing ongoing inconsistencies that were not, and could not have been, foreseen in the 2022 settlement.

5. Delays Are Due to Record Gaps and Survey Coordination

We are not seeking delay for its own sake. Over 1,000 pages of zoning records were not made available to us until July, despite being requested in March. These records are necessary to prepare a complete and accurate appeal and respond to oversimplification and loss of context in both the City and 172 North Willard Owners' allegations. At the same time, our surveyor has engaged directly with Barnard & Gervais to resolve conflicting survey data. This is how boundary disputes should be handled, by professionals, not in rushed public hearings.

Key Reasons the DRB Should Grant the Deferral

- **Unified Boundary Issue:** Both appeals hinge on the same disputed boundary. Resolving them together is necessary to avoid conflicting outcomes.
- **Surveyor Collaboration in Progress:** Surveyors are actively attempting to reconcile their conclusions. More time ensures the DRB is not forced into choosing between methodologies.
- **Legal Opinion Supports Our Position:** An independent legal review confirms that the boundary line is in dispute and that construction under ZP-23-560 likely violates a deed restriction.

- **Records Access Was Delayed:** We were not given timely access to zoning records that are crucial to our appeal preparation.
- **Site Plan Error Still Unresolved:** The City's substitution of the wrong site plan under ZP-21-275 remains a central issue in ZAP-25-4 and affects both properties.
- **Hearing Date Conflict Was Communicated Early:** Our family's travel was booked in January. We notified the City of the July 15 conflict in May.
- **Broader Impact on the Neighborhood:** Most nearby parcels have never been surveyed. Resolving this dispute correctly could set a helpful precedent for the block.

From: Luke Purvis lpurvis78@yahoo.com
Subject: Re: We require code enforcement to speak up to stop inaccuracy
created produced by the zoning manager
Date: Jul 14, 2025 at 6:55:05 PM
To: William Ward wward@burlingtonvt.gov
Cc: Scott Gustin SGustin@burlingtonvt.gov, Christina
page38@hotmail.com, Kimberlee Sturtevant
ksturtevant@burlingtonvt.gov

Bill,

Your email reinforces the exact predicament we are in right now . You say you are supporting Scott's allegation that our patio is not in compliance. Yet you also state that you don't know where the boundary is. How can you support something when you don't have all of the facts?

Our fence has always been the boundary to us. The patio begins 5' from the fence boundary. The city approved our fence installation in the previous fences line, and that was not appealed.

As the leader of the department, I need you require that allegations from city staff are backed by fact or evidence. In this case, Scott has made this allegation in a staff report and not provided a single piece of evidence to support his position. That cause real harm my family, impairs the ability for the DRB to provide a fair hearing and undermines the city's neutrality in resolving a boundary matter.

Thanks

Luke

Sent from my iPad

On Jul 14, 2025, at 4:55 PM, William Ward <wward@burlingtonvt.gov> wrote:

Luke,

I am happy to share the photo with you but I would disagree on your characterization of what it depicts. The photo depicts the measurement from the outside of the fence to the end of the AstroTurf which was just shy of 64 inches. Your email said that you were measuring from the property line and I did not bring a survey with me to identify a surveyed

property line before you took the measurement.

I will be attending the DRB hearing to be able to testify as needed and I do not believe Scott's statement was inaccurate.

Bill

<image002.png>

<image004.png>

From: Luke Purvis <lpurvis78@yahoo.com>

Sent: Monday, July 14, 2025 8:57 AM

To: Scott Gustin <SGustin@burlingtonvt.gov>; William Ward <wward@burlingtonvt.gov>

Cc: Christina <page38@hotmail.com>

Subject: We require code enforcement to speak up to stop inaccuracy created produced by the zoning manager

[WARNING]: This email was sent from someone outside of the City of Burlington.

Bill,

We continue to be plagued by Scott Gustin's, incomplete and inaccurate representation of zoning history and now continuing to his inaccurate representations of the current state of our project. Specifically see the below excerpt from Scott's staff report that claims our patio is not in compliance. During your site visit, you took a picture of the 5' setback we had complied to. Would you please upload the picture you took showing the patio does reflect a 5' setback based on our representation of the boundary. I also ask that you as the head of the code enforcement department provide a memo to the DRB board reflecting the inaccuracy of Scott's statement regarding the patio I his staff report. Would you further accurately state to the board that city's adjudication of the written complaint about the fence/boundary is ongoing, therefore the zoning manager's representations here are also premature?

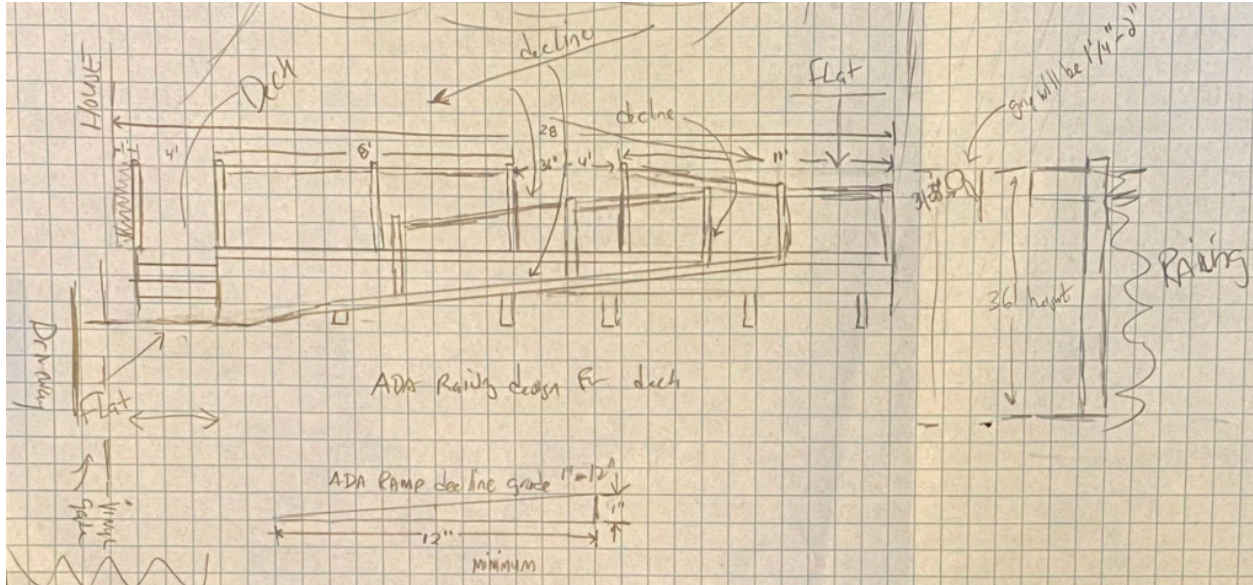
Thank you,

Luke

<image001.jpg>

Sent from my iPad

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.



15 July 2025

Dear Members of the Development Review Board,

We are homeowners of 172 North Willard Street and are making our home accessible for disability needs of household members. Much of this information is already in the files related to the properties at North Willard Street and we appreciate your brief review. ZAP-25-2 was filed by our next door neighbor Luke Purvis of 164 North Willard Street. ZAP-25-2 is a "proposed appeal" to our administrative approved permit ZP-25-83 that, in part, includes an Americans with Disabilities Act (ADA) Compliant ramp designed to make the rear of our home accessible for disability related medical needs.

While we learned through reading appellant's written testimony that he has many strong feelings and opinions about a lot of unrelated things at our property and with our administratively approved and finalized permitted work, we ask the Board to focus on matters in front of us in regard to ZAP-25-2. In "proposed appeal" ZAP-25-2, appellant expressed concern about the placement of our deck extension and the ADA compliant ramp. This permit has been administratively approved, and easement and property rights are not within the jurisdiction of the Development Review Board.

We have submitted several statements for ZAP-25-2 which we hope you have reviewed. We submit further information as we approach the Development Review Board meeting scheduled 115 days after the appeal was filed. Not knowing how this will go, we will include several tiers in sequence of what options we anticipate the Board Members may follow on the July 15, 2025 meeting in regards to ZAP-25-2.

1

ZAP-25-2 ADA Compliant Ramp/Deck Development Review Board Submission 15 July 2025 Melanie Jannery Margaret Tamulonis of 172 North Willard Street, Burlington, VT

- 1: Dismiss/Deny acceptance of “proposed appeal” ZAP-25-2 due to appellant’s failure to follow required procedural rules.
- 2: If needed, Recognize the Albert W. Harris 2016 Boundary Survey as the Official Boundary Survey of 164 North Willard Street
 - Harris 2016 Boundary Survey was signed into a legal settlement agreement in 2016 by Appellant, confirmed as a Legal Record by Judge Thomas Durkin’s Stipulated Order in 2016, and further affirmed by Supreme Court Decision in 2019
 - 2023 Barnard and Gervais Retracement Survey by Michael Gaines aligns with the 2016 Harris Boundary Survey, holding the southern boundary of 172 North Willard Street at the northern foundation wall of 164 North Willard Street.
 - Appellant’s own written testimony to October 1, 2024 Development Review Board Hearing further confirms his understanding of the boundary of his property to align with the 2016 Harris Boundary Survey
- 3: If needed, Recognize the appellant’s requests for deferrals were honored over applicant’s requests to have disability related matters included in ZAP-25-2 promptly heard. To avoid further delaying meeting disabled household members' needs please DENY the deferral request that is before you today.
- 4: If needed, Uphold administrative decision

Please note, Albert Harris worked as a Land Surveyor, Licensed in Vermont for over 35 years.

1: Dismiss/Deny Acceptance of ZAP-25-2 Due to Appellant’s Failure to Follow Required Procedure Rules

Burlington’s Comprehensive Development Review Ordinance, Sec 12.2.2 has certain procedural requirements for a submission to be accepted as an appeal. Appellant has full awareness of the required procedures as he has filed multiple appeals to the Development Review Board related to his property (164) and both of his adjacent neighbor’s properties (158 & 172) including (*at least*):

- ZAP-15-1 filed February 12, 2015
- Project Number ZP19-0167CA/AP filed September 12, 2018
- ZAP-21-21 filed December 30, 2021
- ZAP-22-3 filed September 9, 2022

- ZAP-24-10 filed August 24, 2024
- *****ZAP-25-2 filed April 3, 2025 (NO PROVISION REFERENCE GIVEN)*****
- ZAP-25-4 filed on June 4, 2025

In the online permitting system it states: “Per Sec. 12.2.2 of the zoning code, your notice of appeal (to be posted in the attachments) must include: 1) The name and address of the appellant; 2) A brief description of the property with respect to which the appeal is taken; **3) A reference to the regulatory provisions applicable to that appeal;** 4) The relief requested by the appellant; and, 5) The alleged grounds why such requested relief is believed proper under the circumstances.” The requirements of the appeals process are also clearly outlined in the City Ordinance.

Appellant failed to meet “**3) A reference to the regulatory provisions applicable to that appeal**” of Sec 12.2.2 in his appeal (ZAP-25-2) to the Development Review Board regarding administratively approved permit application ZP-25-83. **The appellant is very familiar with the process, so strict application of the rules of procedure is applicable.** The number of Development Review Board Appeals he has initiated reflects his awareness of procedural rules required in this process.

2: Recognize 2016 Harris Survey signed into Legal Settlement Agreement by Appellant and Stipulated Order by Judge Thomas Durkin confirming 2016 Harris Boundary Survey into Legal record nearly a decade ago and affirmed on appeal by the Supreme Court in 2019 (If needed).

Recognize Albert W. Harris 2016 Boundary Survey as the “Official Boundary Survey” of 164 North Willard Street, signed into LEGAL settlement agreement in 2016 by Appellant, confirmed as Legal Record by Judge Thomas Durkin’s Stipulated Order in 2016, further affirmed by Supreme Court in 2019. In 2016, **Appellant Luke Puvis initialed "LP" on the 2016 Harris Boundary Survey he personally submitted as part of the legal process.** Others involved also initialed the 2016 Boundary Survey and signed the Settlement Agreement including City Attorney Kimberlee Sturtevant and Agent for City Scott Gustin, and Attorney Sturtevant also signed the Stipulated Order as Counsel for City. The Harris 2016 Boundary Survey is the legally binding Official Boundary Survey of 164 North Willard Street, and specifically states in Line 1 of the notes “**The purpose of this survey is to locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street...**” Harris 2016 Boundary Survey noted "subject parcel property line" detailing 50.01' front, (50.00' + 15.05') = 65.05' rear, 141.28' Northern, (60.00' + 52.01' + 29.42') = 141.43' Southern boundaries.

The 2023 Barnard and Gervais Retracement Survey by Michael Gaines aligns well with the 2016 Harris Boundary Survey, holding the southern boundary of 172 North Willard Street at the northern foundation wall of 164 North Willard Street. The 2016 Harris Boundary Survey further aligns closely with appellant's own site plans dating back to references of property lines in 2013. The 2016 Albert W. Harris Boundary Survey of 164 North Willard Street was received by City of Burlington's Department of Planning & Zoning on 16 October 2018 as part of the 16 October Development Review Board Hearing Packet on page 146 this link:

<https://burlingtonvt.portal.civicclerk.com/event/3185/files/agenda/4194>

Since 2016, the 2016 Harris Boundary Survey has been used by Appellant Luke Purvis in multiple Development Review Board hearings, court proceedings, and zoning actions that include also appellant's written and oral testimony based on and in reference to details held within the 2016 Harris Boundary Survey, only further demonstrating his reliance on it.

We understand that our neighbor Luke Purvis at 164 North Willard Street will be presenting new survey information with hopes to use it and as an excuse to further delay legal proceedings regarding disability needs. Luke Purvis signed into a Settlement Agreement on August 23, 2016 in the 2016 Settlement Agreement confirming the official boundaries as outlined in the survey, done without appeal within the time permitted for changes and which holds official legal validity today, even after rising all the way up to the Supreme Court, and the City's Land Records clearly reflect this history. The fact that he is pursuing a slightly conflicting survey that only enlarges his property and cuts into the 15' no building deed restriction we have at our southern boundary, is well out of alignment with what was required in 1949 when our home was built. Our 2023 Barnard & Gervais Survey completed by Michael Gaines, essentially aligned with the 2016 Harris Survey and does not cut into our driveway's asphalt, unlike his latest attempt to claim more land.

The surveys in existence from 2016 (164 North Willard Street) and 2023 (172 North Willard Street) reflect what has historically and legally been agreed and relied upon along the entire shared boundary between 164/172 North Willard Street. Appellant claims that the area of North Willard Street had never been surveyed, but the Board must understand that both, the 2016 Harris Boundary Survey and 2023 Barnard and Gervais Retracement Survey identified the surveyor work in the area on and even before May 18, 1948 when the physical markers which historical records we located identified in the surveyor's records for the Lisman survey for 158 North Willard Street.

This work of the 158 North Willard Street Surveyor "Established Property Corners" and noted "Completed" in the historical record also clearly identified the physical markers

on the historical sketch. While our home was built in 1949, it is important to understand these pins were recognized as having been set into the ground prior to even the property owner at 164-166 North Willard Street working with the City to have their anticipated development approved.

Any 2025 survey or preliminary survey/sketch showing new and expanded boundaries of 164 North Willard Street or suggestion that a new survey should be accepted **must be discarded**. A Signed and Stamped Boundary Survey from 2016 signed into the Legal Settlement Agreement, referenced by Stipulated Judges Order, further affirmed on appeal to the Supreme Court in 2019 and used in multiple legal proceedings and permit related needs along with the 2023 accompanying Boundary Retracement Survey of the adjacent neighbor holding the line would be considered **“the best evidence available”** as outlined in #12 of the Standard Permit Conditions. Both the Settlement Agreement that included the Harris 2016 initialed “LP” Boundary Survey and the related Stipulated Order were formerly appealed by appellant and taken to the Environmental Division of the Superior Court and then the Supreme Court on further appeal, all ending affirming the Settlement Agreement and related Stipulated Order, thus strengthening the LEGAL significance of Appellant’s own commissioned 2016 Harris Boundary Survey and continuing to carry forward the LEGAL property corners of the “Lands of Luke B. Purvis, 164 North Willard Street, Burlington, Vermont as determined by Licensed Land Surveyor Albert W. Harris in 2016.

Albert Harris 30 December 2019 Letter states: **“I previously completed a boundary survey with preparation of the ‘Plat of Survey of Lands of Luke B. Purvis - 164 North Willard Street - Burlington, Vermont’ dated 22 August 2016...”** Submitted to Department of Planning and Zoning with Received Stamp 18 January 2019

Additionally in 1949, the 164-166 North Willard Street property owner identified “the (applicant’s) lot..adjacent to the north side of the residence at 164-166 North Willard Street...” as part of the approval process to be able to build at 172 North Willard Street. **Appellant claims through his attorney’s advice in letter** to appellant dated July 8, 2025 that Barnard and Gervais **“B&G placed the line along the north side of your dwelling.....1949...deed.....does not describe the south line of that property as running directly along the north side of your home. Presumably, that would have been important to mention had that been their intention”**. **The historical letter from the property owner of 164-166 North Willard Street asserted and described his intention in the required letter in 1949 to the Board of Adjustment as part of the City’s Legal Process that approved his plans for “the lot...adjacent to the north side of the residence at 164-166 North Willard Street”.**

Please read Appellant's own words he and his partner personally submitted to this Board as part of their written testimony just over 9 months ago recognizing the boundary as his own commissioned 2016 Harris Boundary Survey drew the line:

- **October 1, 2024** - Appellant's October 1, 2024 Development Review Board written testimony states "...The 164 North Willard original dwelling became non-conforming by the subdivision because its foundation sits either on or adjacent to a lot line. At the time of the subdivision, an easement was recorded in both deeds to allow 164 North Willard perpetual permission to maintain the northern side of the dwelling..."
- Albert Harris 30 December 2019 Letter states: "I previously completed a boundary survey with preparation of the 'Plat of Survey of Lands of Luke B. Purvis - 164 North Willard Street - Burlington, Vermont' dated 22 August 2016..." Submitted to Department of Planning and Zoning with Received Stamp 18 January 2019
- 2013-2025 Appellant's own references and drafted site plans have consistently included an exact 50' frontage. Please notice on 5/29/2019 Site plan submitted by owner, Luke Purvis of 164/166 North Willard using the same 50' front & 66' back boundary in 2019, referencing "Site Plan represents lot as of 7/2013 - when the property last transferred owners" which is the same 50' front & 66' back in current site plan and Approved Fence Permit Site Plan (which we challenged with our concerns to the built fence placement/site plan due to being over actual survey dimension in back). The shared version of the 5/29/2019 Site plan shows the cement pad inaccurately floating well into the backyard at 164 North Willard and quite a bit further back and into the property than it actually is. The Site Plan for his approved permit ZP-21-275 has this removed as part of the 2022 Settlement Agreement he signed into. **It is clear that Appellant has continuously relied on and referenced his property boundaries as the Harris 2016 Boundary Survey throughout the duration of his tenure.**

3: Deny Continued Deferrals and hold the hearing as scheduled on July 15, 2025
(if needed)

Please recognize that the **appellant's requests for deferrals were repeatedly honored over our disabled household members' needs.** Please DENY the deferral request that is before you today. As you have read in the Memo accompanying the Staff report, appellant claimed to not be available for the July 1, 2025 meeting. However, we observed him in his back yard immediately before and during the 5pm hour on July 1,

2025 along with his three parked vehicles. While we are grateful to have the permission to move forward with the work of this permit, we are doing it at our own risk which feels unsettling. . We ask the Board to recognize the leniency appellant has already received from the City over disability needs, in regards to the timing of the scheduling of hearing ZAP-25-2. **Upholding this appeal regarding disability needs is unfounded and discriminatory in nature**

The City has been lenient with permitting deferrals, favoring appellant's requests over Disability needs, and this is already pushed out to day 115 since the appeal was filed. Per City Ordinance, sixty (60) days is the maximum timeframe one would *expect* to attend a hearing of the Development Review Board following an appeal by a neighbor. July 15, 2025 City Staff Memo, in part, states:

“...This appeal was considered complete on April 7th and was originally scheduled for May 6th. On April 8th the appellant requested to bump this out an additional month so that they could get a new survey and additional documents, the appeal was then scheduled for June 3rd. On April 17th the appellant requested the appeal hearing to be moved to a July meeting to give time for their surveyor to access records. The option for the July 1st or July 15th meetings was given on April 18th and on May 5th the appellant stated they would take the 1 st. Following that confirmation on May 15 th the appellant sent an email requesting to be “temporarily removed” the DRB agenda until they received a response from other city officials/departments. This temporary removal from the schedule was granted. On May 21st the official response from the City Attorney's Office was given, and on May 22nd Mr. Purvis was informed this appeal was returned to the July 1st DRB meeting agenda. On May 22nd Mr. Purvis stated that he was no longer able to attend the July 1st meeting. On May 29th this appeal was moved back one meeting to the July 15th meeting. On May 29th Mr. Purvis stated that we would not be able to attend the July 15th meeting. On June 11th Mr. Purvis made a written request to the DRB for deferral.

The appellant for ZAP-25-2 has requested deferral for the hearing of this appeal until the second meeting in August. The second meeting in August is scheduled for August 19th.”

During the timeframe included in the Memo from City Staff that included appellant's request for deferrals, etc., applicants also had ongoing communication with the City, making multiple requests for having this appeal promptly heard (if needed) due to urgent and disabling medical needs. Early on we asserted our concern for procedural errors of the appellant's attempted appeal and information regarding the historical boundary survey appellant signed into Legal Settlement that has been used in multiple legal matters and permitting since 2016. Further, applicants carefully assessed the initial privacy concerns asserted by appellant about the proposed deck height being much higher than what should be permitted in the Old North End.

- March 16-18, 2025 Permit ZP-25-83 application submitted with emphasis of this being a disability need “10.5’ x 28’ Deck Addition will connect the existing deck and side and rear doors, making the house fully accessible through the rear exit doors when this connects to an ADA accessible ramp....We will keep with ADA Design requirements 1” to 12” minimum grade decline and minimum 36” width between handrails to keep with ADA Design... Ramp will continue to driveway to ensure a comfortable safe, level landing...Our site plan reflects what the ADA ramp will look like and is designed with intention to ensure continued independence and ability to maintain living at home.”
- March 20, 2025 Permit application administratively approved and applicant was admitted into the hospital for surgery
- March 21, 2025 Neighbor’s comment about ZP-25-83 “...The height of the deck will be really intrusive. As the oldest property on the block, our foundation height is low like for older properties. Their deck height will provide high vantage and orientation into our living room and bathroom windows. That is majorly intrusive to our privacy. The deck orientation will have people facing south and seeing into our home through our windows”
- Upon hospital discharge in late March 2025, the applicants visually compared the height of windows at 164 (likely built before 1883) & 172 (built in 1949) North Willard alongside the driveway at 172 and noticed that they are about the same, if not identical. It was confirmed that the estimated deck height would likely be merely 25-27 inches off the ground. Applicants further referenced the height of a deck that the building code would require railings for is 30 inches off the ground or more. Applicants note that deck height is relatively low and not even at a height that requires hand railings by code. Within the last few years, applicants observed construction of a second floor deck during a renovation process as it was built on a home in the Old North End that is about 5 or so feet away from their neighbor’s dwelling house.
- April 2, 2025 Applicant further communicated and asserted to the City urgent medical needs are a factor of this permit application. “Here's hoping we can continue to move forward with our plan as we are on a health declining timeline”
- May 19, 2025 & Day 45 after appeal was filed with anticipation for it to be heard within the required 60 days as outlined in the City Ordinance, we reached out to City staff for a status update. As applicants, we learned that appellant was requesting an “indefinite deferral” of the permit that includes our Americans with Disability Act Compliant Ramp which is urgently needed.
- May 19, 2025 applicants took further action and requested that ZAP-25-2 be heard at the next Development Review Board Meeting due to urgent and disabling medical need and for ensuring independence in the home and for the

City to permit us to do this work while it's under appeal. *"We request that the City move forward with approving our permit as designed or schedule the appeal to be heard at the next Development Review Board meeting as we consider this matter urgent for the needs of maintaining independence in the home. We request the City to authorize this project to be completed while it is under appeal"*. On May 22, 2025 we were granted a permit to do this work at our own risk but heard nothing about our request to schedule the hearing date.

- June 11, 2025 applicants once again requested moving up the Development Review Board Hearing of appeal for administratively approved permit that includes installation of our ADA Compliant ramp and requested denying any further deferral requests by appellant.

Furthermore, City Staff 7/15/2025 Deferral Memo uploaded to ZAP-25-4 states:

*"The appellant has requested deferral of this appeal until the second meeting in August, 2025 (August 19). The appellant has also requested that this appeal be heard by the DRB concurrently with his other appeal of his neighbor's access ramp permit (ZAP-25-2). **The appellant rejected several hearing dates for ZAP-25-2 (May 6, June 3, July 1, 2025). Any further deferral is not warranted, and a hearing date was set for July 15, 2025 for both appeals. Staff opposes further delay of the appeal hearings. It is the DRB's decision to hold the hearing as scheduled or to defer it further.**"*

The needs of 172 North Willard Street should not be further held up due to appellant's request for public records or claims for the need to review any such records. On April 4, 2022 Luke Purvis and the City Signed a Legal Revised Settlement Agreement with #11 stating: **"...Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City...."**. Appellant is legally bound, per this settlement agreement, to not make such requests.

The needs of 172 North Willard Street should not be further held up due to appellant's claim of a new survey needing more time to be completed. Appellant's own 2016 Harris Boundary Survey signed into a legal settlement agreement and related Stipulated Order with Supreme Court further affirming this on appeal in 2019 has been used in multiple Development Review Board hearings, Court proceedings, and permitting needs. The Harris Boundary Survey 2016 should be recognized as the Official Boundary Survey of 164 North Willard Street. Any further survey submissions contradicting a survey submitted and signed into the Legal Settlement Agreement should not be considered. Thus, any deferral request for this purpose should not be granted.

Our permit containing an ADA Compliant Ramp has been held hostage long enough and claims have been made by appellant that we have a surveyor who is working to negotiate a solution on our behalf. This is absolutely not accurate. We feel the boundaries at 172 North Willard Street are clear and historical evidence on record reflects the boundaries well.

4: Uphold administrative decision (if needed)

This permit was administratively approved, and easement and property rights are not within the jurisdiction of the Development Review Board. We are attempting to make the outdoors more accessible to all of our family members through the rear of our home. This is needed for disability related medical needs for entering and exiting onto our driveway with safety and independence factors in mind. It is very unfortunate that after having no issue of the initially proposed location of an actual building to be installed 5 feet from his property in 2023 under ZP-23-53 Appellant Luke Purvis, has put every effort forward to block efforts to make our home accessible.

The appellant has strategically and deliberately delayed the City's final approval of our urgently needed, medically necessary plan to make our home accessible for disability-related needs. ZAP-25-2 is a disappointing attempt to overturn an administratively approved permit (ZP-25-83), which includes an Americans with Disabilities Act (ADA) compliant ramp and a small, connected deck designed to link three rear exits to a single accessible route.

This accessible walking surface—from the deck to our driveway—is essential to the health, safety, and dignity of members of our household. The physical decline and financial burdens that come with disability are already considerable. These challenges are made worse when a neighbor, with a well-documented history of conflicts involving multiple neighbors and the City, seeks to interfere with our lawful efforts to meet basic accessibility needs.

Promptly addressing disability accommodations within one's own home is not only a matter of personal well-being—it is a human right. It is disheartening and harmful to have to justify these necessary improvements in the face of a public appeal that appears more motivated by obstruction than by any legitimate planning concern.

In appellant's "proposed appeal" of ZP-25-83, he made claims regarding the planned placement of our deck addition and ADA Compliant Ramp. Since ZAP-25-2 formed, he has since added a lot beyond his initial complaint of the placement of our deck and ADA

Compliant Ramp. We respectfully request that the Board recognize that our permit was administratively approved within days of our submission to Burlington Planning and Zoning and uphold the original permit and allow us to proceed with this critical work with the City's full support.

Historical References of North Willard Street by Appellant in his appeal

Knowing some of the history of this neighborhood, we were puzzled to read that no lots existed between North Street and Archibald Street until 1884 as claimed in appellant's appeal: *"Today, the property known as 164 North Willard contains the original dwelling and southerly portion of a double lot historically known as 164-166 North Willard. This lot was the first on the block spanning from North St to Archibald in 1884..."*. This is just not accurate. We encourage anyone interested in this block to do their own research to gain a more accurate read on this little block in the Old North End. By doing so, one might appreciate the possible connection to the layout of the names of the neighborhood streets and their likely relation to Archibald Hyde, Henry Loomis, and Charles Russell.

Note: In the Appendix we, in part, include multiple versions of the Harris 2016 Boundary Survey. Appellant's regular and consistent reliance on the 2016 Harris Boundary Survey further demonstrates and documents appellant's use of and reliance this is the same boundary survey. This is reflected by his many various submissions into Legal record the representation of his property boundaries as appellant included the 2016 initialed Harris Boundary Survey as part of the 2016 Settlement Agreement and Stipulated Order and the 2018 Submission (date stamped) to Burlington's Planning and Zoning for the Development Review Board Hearing.

We appreciate your brief review of materials here, your consideration of denying/dismissing ZAP-25-2 for failing to follow required procedural rules, or moving forward with this hearing without further delaying disability needs for unfounded deferral claims. The 2016 Harris Boundary Survey is incorporated into permanent Legal record, upheld by the Supreme Court, and repeatedly referenced and relied on by appellant. Your decision at or through deliberative efforts following the July 15, 2025 Development Review Board Hearing to uphold the administrative decision to approve the permitted work in ZP-25-83 as designed, thus meeting the urgent disability-related needs of our household.

Thank you for your commitment and service to our lovely community.

Respectfully Submitted,

Melanie Jannery and Margaret Tamulonis
172 North Willard Street, Burlington, Vermont 05401

Appendix A: Timeline Summary

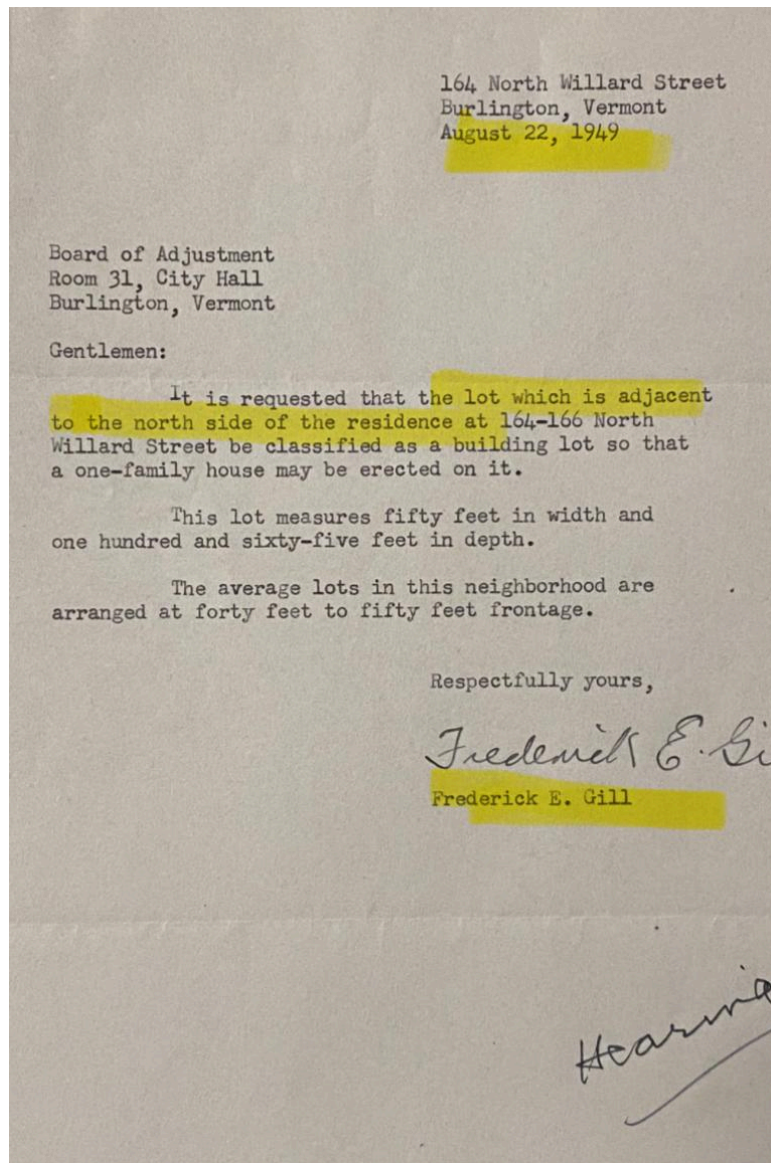
1946	Lot at 172 North Willard was formed.
May 18, 1948	158 North Willard Street Surveyor “Established Property Corners” as identified by the historical sketch - It is important to note these pins were recognized as having been set into the ground prior to the erection of our home at 172 North Willard Street in 1949 (Appellant claims that the area of North Willard Street had never been surveyed, yet both 2016 Harris Boundary Survey and 2023 Barnard and Gervais Retracement Survey identified the surveyor work in the area in and possibly before 1948).
Aug 22, 1949	164 North Willard Street property owner in 1949 identified “the (applicant’s) lot..adjacent to the north side of the residence at 164-166 North Willard Street...”
Aug 22, 2016	2016 Harris Boundary Survey of 164 North Willard signed by appellant; entered into legal record (“ The purpose of this survey is to locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street... ”)
Sept 26, 2016	Stipulated Order by Judge Thomas Durkin confirms 2016 Harris Boundary Survey into Legal Record
August 1, 2017	Time expired set by Judge Durkin to file motions to change anything in the 2016 Settlement Agreement that the 2016 Harris Boundary Survey was included in (ie: including the survey), further making the 2016 Harris Boundary Survey legally binding
Sept 25, 2018	Harris 2016 Boundary Survey gains more legal significance when Judge Durkin denied Appellant’s motion for relief from Stipulated Order and Settlement Agreement in 45-5-15 Vtec Superior Court Environmental Division
Dec 30, 2019	Albert Harris 30 December 2019 Letter states: “ <u>I previously completed a boundary survey with preparation of the ‘Plat of Survey of Lands of Luke B. Purvis - 164 North Willard Street - Burlington, Vermont’ dated 22 August 2016...</u> ” Submitted to Department of Planning and Zoning with Received Stamp 18 January 2019

June Term, 2019	Supreme Court 2019 VT 60 Harris 2016 Boundary Survey in Settlement Agreement and Stipulated Order gain greater legal significance when Supreme Court affirms Superior Court Environmental Division decision denying motion to reconsider
2016-2024	Appellant used, submitted, and referenced results from the 2016 Harris Boundary Survey in multiple Development Review Board hearings, court proceedings, and zoning actions, including oral and written testimony, further documenting appellant's use of and reliance on the 2016 Harris Boundary Survey.
April 4, 2022	Revised Legal Settlement Agreement between appellant & City of Burlington (#11 “... Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City.... ”)
Nov 17, 2023	Barnard & Gervais Survey by Michael Gaines, aligns with 2016 Harris Survey and confirms 164/172 boundary at foundation of 164
Dec 8, 2023	ZP-23-53 Zoning Permit Released for Zoning Approved Permit for Proposed Installation of Building 5 feet from 164 North Willard Street Property Boundary without issue from neighbor
Oct 1, 2024	Appellant's October 1, 2024 Development Review Board written testimony states “... The 164 North Wilard original dwelling became non-conforming by the subdivision because its foundation sits either on or adjacent to a lot line. At the time of the subdivision, an easement was recorded in both deeds to allow 164 North Willard perpetual permission to maintain the northern side of the dwelling...” (August 22, 1949)
Mar 20, 2025	City administratively approves ADA ramp at 172 North Willard Street
	Appellant puts every effort forward and begins to block and delay applicants urgent and medically necessary plan to make home accessible for declining health and disability related needs and appeals permit with an Americans with Disability Act (ADA) Compliant Ramp permit and Deck width that is designed to connect 3 rear exits together to one ramp leading from deck surface onto driveway surface (ZAP-25-2)

March-June 2025	Applicants communicated to City multiple requests to promptly hold hearing (if needed) due to urgent disability medical need for ADA Compliant Ramp, Requested Denying ZAP-25-2 due to Procedural Rules, Requested denial of further deferral requests by appellant. May 19, 2025 applicants requested authorization to do work while ZP-25-83 was under appeal, granted May 22, 2025.
July 8, 2025	Appellant claims through his attorney's advice the need for historical documents to state the intent such as "describ(ing) the south line of (172 North Willard Street) as running directly along the north side of your home, affirming the importance of the 1949 historical letter from property owner of 164-166 North Willard Street at the time where he <u>described his precise intent</u> in the City's Legal Processing that approved his plans for "the lot...adjacent to the north side of the residence at 164-166 North Willard Street."
July 15, 2025	115 Days passed without appeal from April 3, 2025 being heard in regards to permit ZP-25-83 for ADA Compliant Ramp that was Administratively approved even with <u>hearing dates of May 6, June 3, July 1, 2025 rejected by appellant.</u>

Appendix B: Attachments

Historical Letter from 1949 from property owner of 164-166 North Willard Street describes the intention in the City's Legal Processing that approved his plans for "the lot...adjacent to the north side of the residence at 164-166 North Willard Street. This letter matters in 2025 when appellant newly claims through his attorney's advice the need for historical documents to state the intent such as "describ(ing) the south line of (172 North Willard Street) as running directly along the north side of your home, affirming the importance of historical letter from property owner of 164-166 North Willard Street describes the intention in the City's Legal Processing that approved his plans for "the lot...adjacent to the north side of the residence at 164-166 North Willard Street.



Historical Surveyor's work Documented and neighborhood Physical Surveyor's Boundaries identified back to May 18, 1948 - 158 North Willard Street - Sam Lisman's Surveyor "Established Property Corners" marked at "Completed". The property's physical boundaries are identified by the historical sketch - It is important to recognize **these physical boundaries were recognized as having been set into the ground prior to the erection of our home at 172 North Willard Street in 1949.** Appellant claims that the area of North Willard Street had never been surveyed, yet both 2016 Harris Boundary Survey and 2023 Barnard and Gervais Retracement Survey identified the surveyor work in the area back to and possibly before 1948.

SURVEY FOR Sam Lisman DATE May 19 1948
ADDRESS 158 N Willard
ENGINE NUMBER 2612 R
LOCATION OF SURVEY Phone his son living
SURVEY CONSISTING OF THE FOLLOWING:
Established property corners
Completed
DATE PROVIDED May 19 1948
TITLE SEARCH BY Lisman
FIELD WORK BY Barnard
CHECKED BY Lisman
FILE NUMBER 172
CITY ON RECORD Burlington
VOLUME 172 PAGE 1
THANKS Sam
Call Louis Lisman about title

Sketch of property boundaries with 'X' marks indicating corners. The word "Lawrence" is written on the right side. The word "M. W." is written in the center. The word "Gill" is written on the left side.

4 April 2022 Luke Purvis and City Signed into Legal Revised Settlement Agreement with #11 "...**Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City....**"

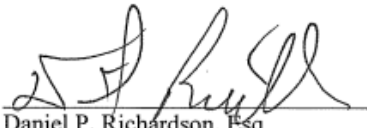
- a. Owner shall move any portion of the patio within the five-feet side setback outside of the setback;
 - b. Owners shall remove the identified 5-foot by 6-foot concrete slab; and
 - c. Owner shall submit a detailed and accurate site plan of the entire property capturing the changes made under this Agreement and demonstrating that the net lot coverage will not increase as a result of the patio.
- 10) This Agreement shall be binding on both Parties and their Successors and Assigns. Owner shall provide a copy of this Agreement and the January 4, 2021 Stipulated Order to any potential purchasers of 164 North Willard Street as an exhibit to any purchase and sale agreement that Owner executes.
- 11) So long as this Agreement is in effect and the Parties are in compliance with the terms herein, Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City, and the City shall take no further zoning enforcement action against either the multi-family issue, remediation of the area adjacent to the parking area, or the patio. Nothing in this agreement shall prevent the City from enforcing its zoning ordinances or pursuing enforcement actions unrelated to this Agreement.
- 12) The purpose of this Agreement is to resolve the dispute and allow the Parties to move forward in a productive and cooperative manner. Nothing in this Agreement shall be interpreted as an admission by either Party to their underlying legal positions.
- 13) The Parties further agree that if any issue under this agreement arises, they shall communicate and attempt to work out the dispute in good faith. Failing such, the Parties shall have recourse to the Chittenden County Superior Court for resolution, of any dispute, claim of damages or injunctive relief, or specific performance of this Agreement or any term therein.
- 14) Each party shall bear their own costs in this matter and no monetary payment is envisioned as part of this Agreement.

Dated in Burlington, Vermont this 4th day of April 2022.

CITY OF BURLINGTON

LUKE PURVIS

By:


Daniel P. Richardson, Esq.
City Attorney

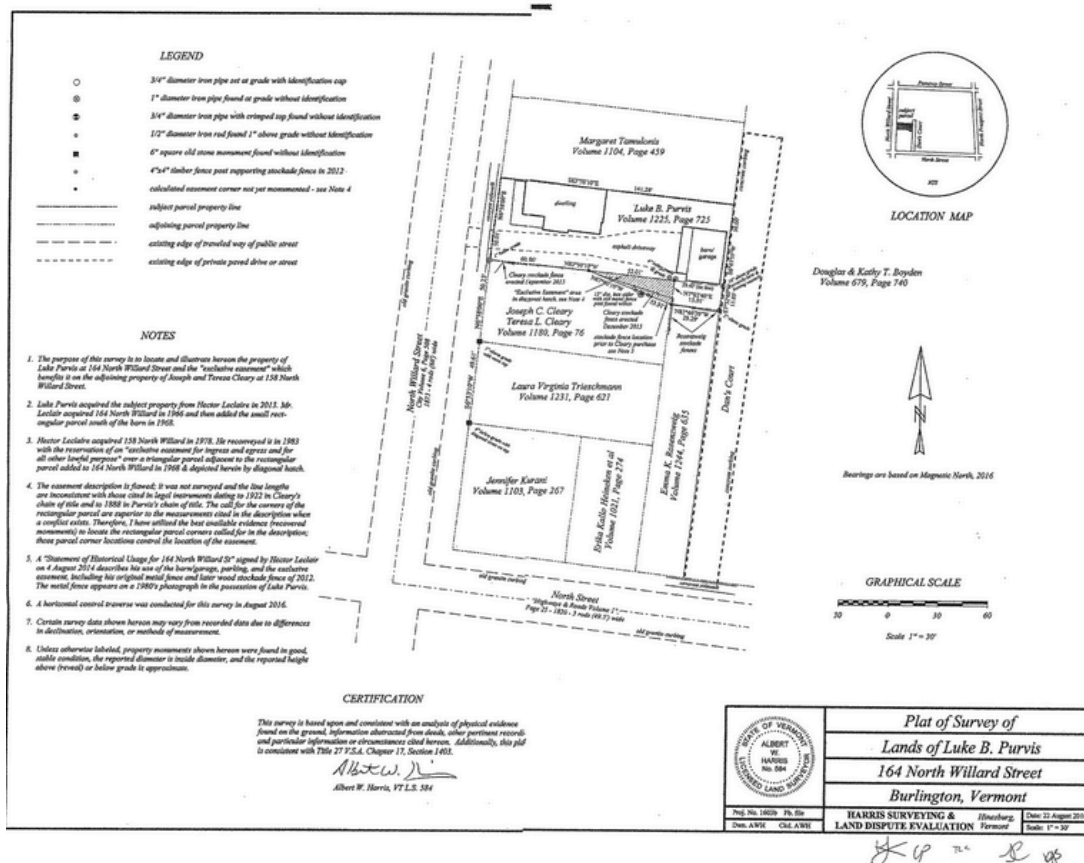


18 October 2022 - **Historical site plan** from 5/29/2019 **submitted by Appellant Luke Purvis** to Development Review Board written testimony showing his property boundaries consistently **back to 2013 when property changed ownerships** - note these **measurements align** (except 65.05 foot to 66 foot on site plan) **with Mr. Purvis's 2016 Harris Survey** - Please notice that this submission in 2022 was 6+ years later, according to his continued written testimony and his continued acknowledgement of his property boundaries. Appellant often would FLOAT the CEMENT SLAB is incorrectly into appellant's yard and further back as this site plan reflects, certainly a misrepresentation to where it is (please see "sandbox" on the 2023 Barnard & Gervais Retracement Survey by Michael Gaines to view its proper placement)

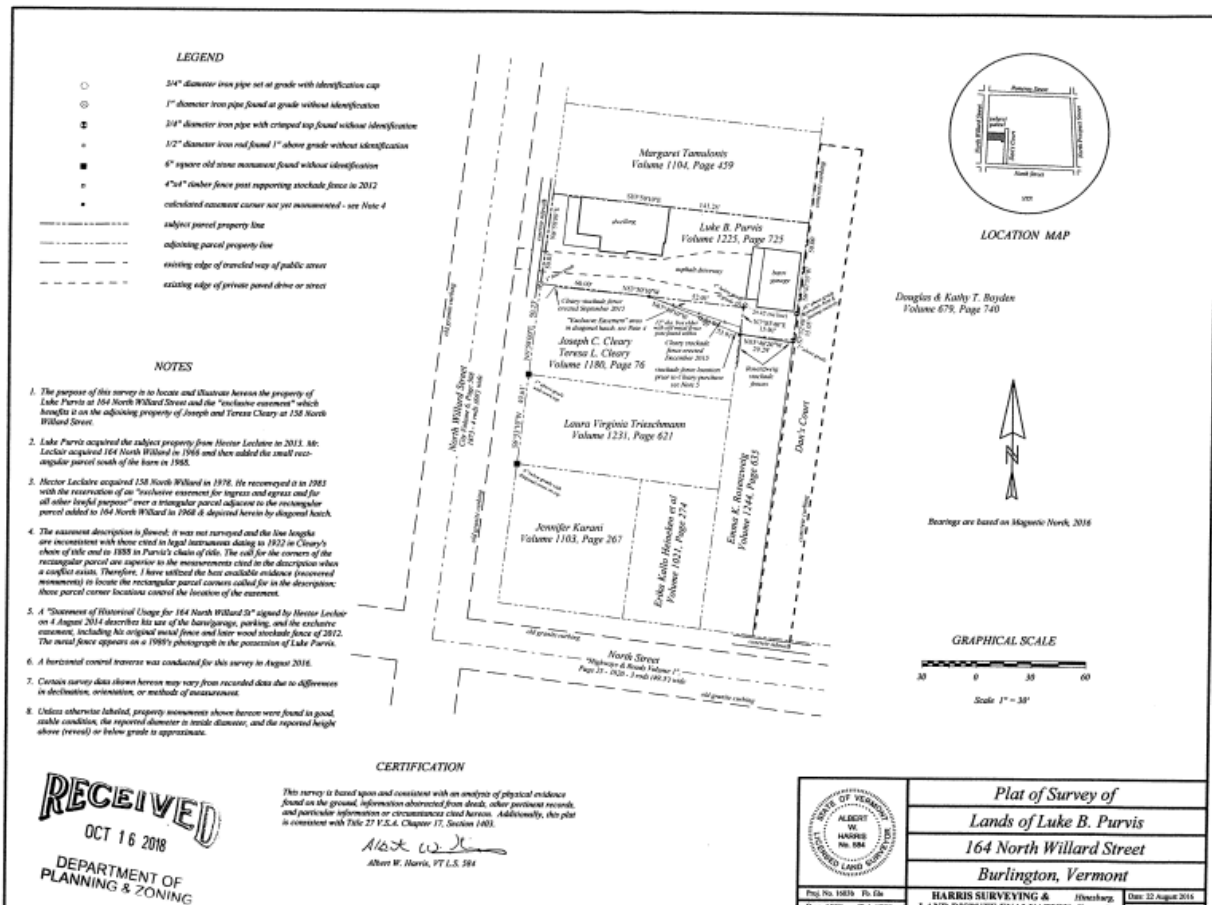


23 August 2016 Harris Survey was signed into a legal settlement agreement between Luke Purvis and the neighbors at 158 North Willard Street with whom he had multiple disagreements. The Harris 2016 Survey was initialed by all parties, including Luke Purvis "LP", as well as City Attorney and Agent for City of Burlington. The agreement has signatures of Luke Purvis, Attorney Kimberlee Sturtevant, Scott Gustin, and others with each of their initials on the 2016 survey which makes it a legally binding Official Boundary Survey of 164 North Willard Street, as noted in Line 1 of the notes

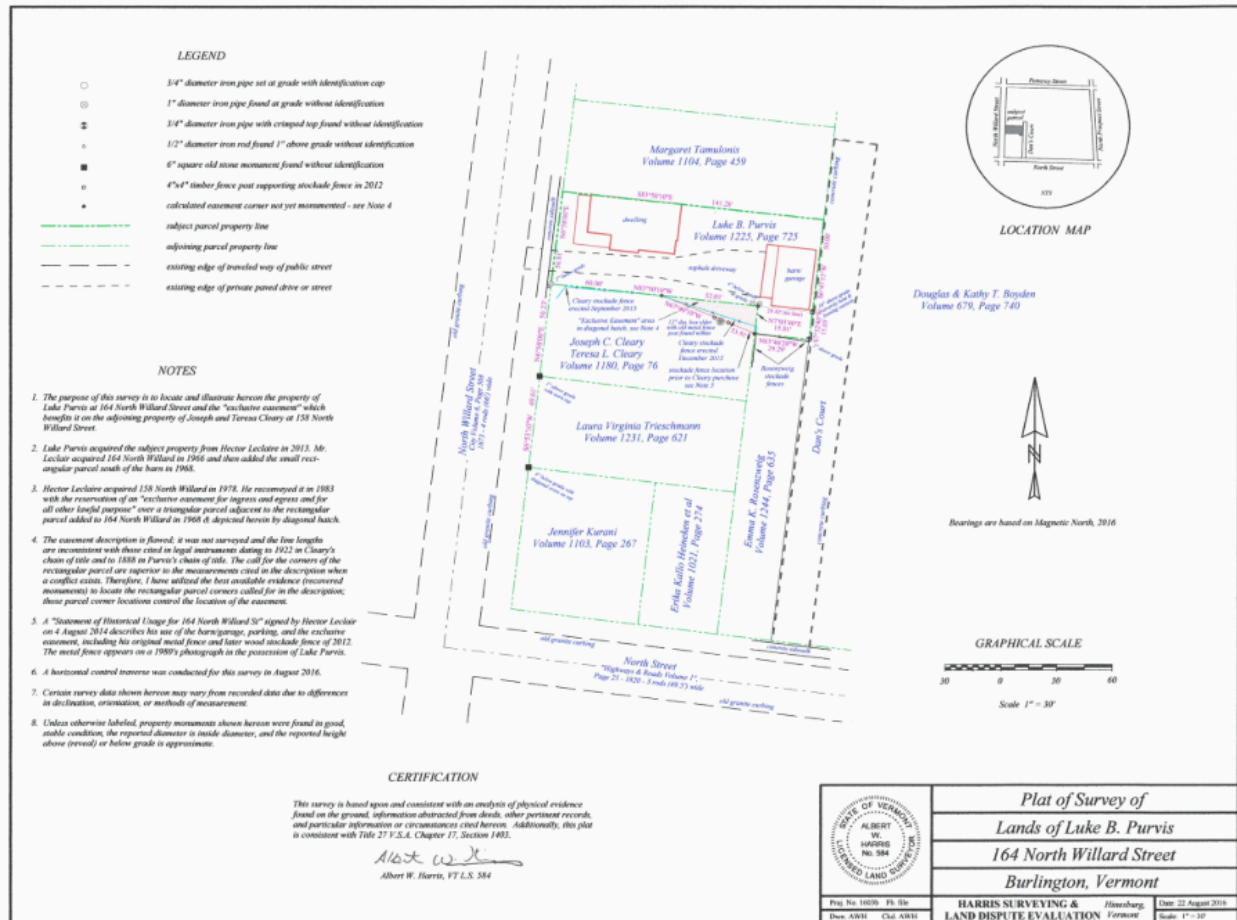
"The purpose of this survey is to locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street..." Also, as this was included in the Settlement Agreement and referenced by Judge Durkin in the Stipulated Order. As part of Stipulated Order referencing this Settlement Agreement there was a timeline of 1 year to reopen (which did not happen), further making this legally binding. This Boundary Survey shows the boundary of 172 North Willard Street at the foundation of 164 North Willard Street property. Appellant's failed attempt to bring all this to court through a motion denied by Judge Thomas S. Durkin on September 25, 2018 in 45-5-15 Vtec well after the time to file further solidifies the legal significance the 2016 Harris Boundary Survey the Official Boundary Survey of 164 North Willard Street, and further documents appellant's use of and reliance on the 2016 Harris Boundary Survey



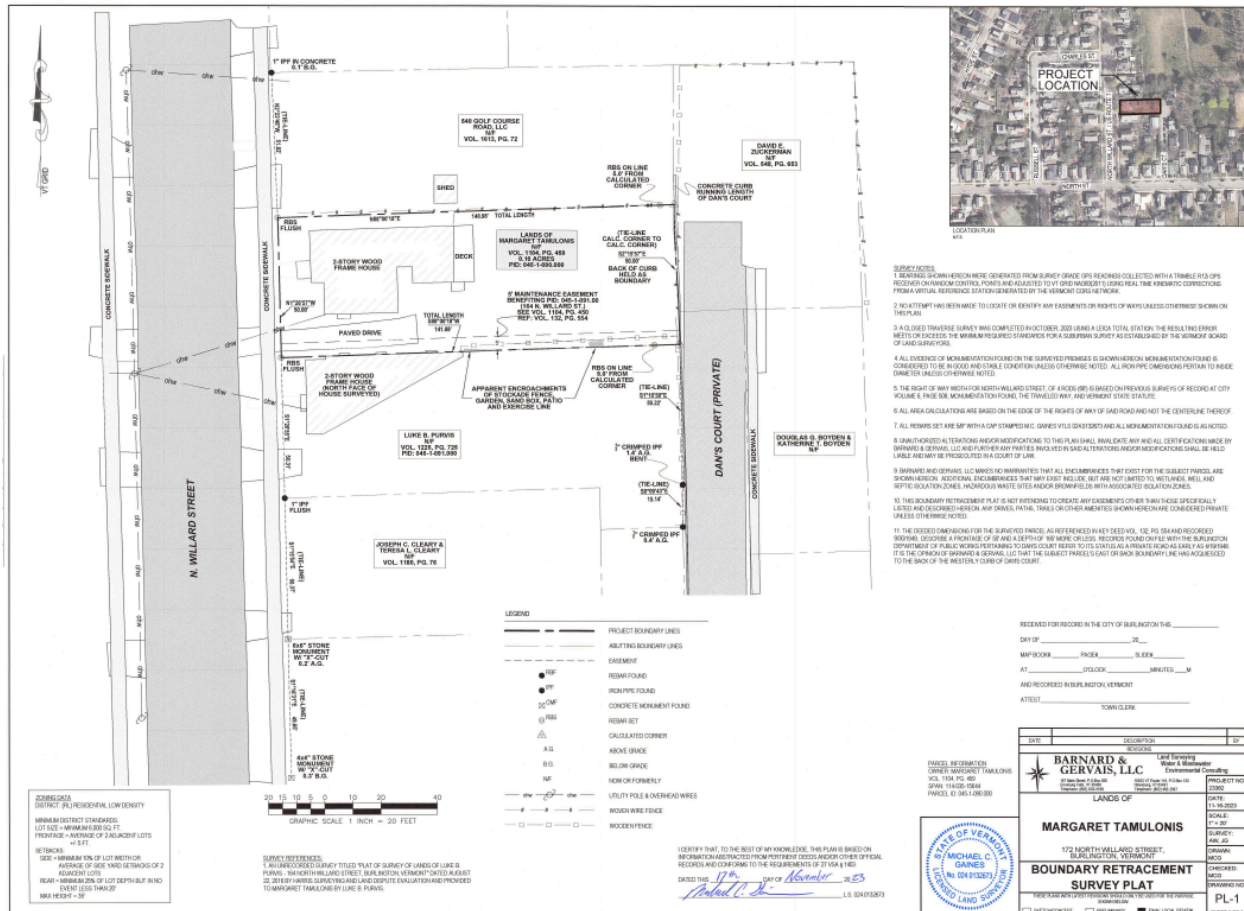
2016 Albert W. Harris Boundary Survey of 164 North Willard Street, received by City of Burlington's Department of Planning & Zoning on 16 October 2018 as part of the 16 October Development Review Board Hearing Packet on page 146 this link: <https://burlingtonvt.portal.civicclerk.com/event/3185/files/agenda/4194>
This submission further documents appellant's use of and reliance on the 2016 Harris Boundary Survey



2016 Albert Harris Boundary Survey of 164 North Willard Street (unmarked crisper copy)



2023 Barnard and Gervais Retracement Survey of 172 North Willard Street by Michael Gaines (This Boundary Retracement Survey also shows the boundary of 172 North Willard Street at the foundation of 164 North Willard Street property)



**BEGIN 2016 Settlement Agreement and Stipulated Order which included initialed
2016 Harris Boundary Survey**

FILED

SEP 26 2016 *doe*

STATE OF VERMONT
SUPERIOR COURT
PURVIS NONCONFORMING USE

VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION
ENVIRONMENTAL DIVISION
Docket No. 45-5-15 Vtec

STIPULATED ORDER

NOW COME the Parties and hereby stipulate and agree that the Court may enter the following Order:

1. The Court hereby accepts the Settlement Agreement of Luke Purvis, Joseph and Teresa Cleary and the City of Burlington (hereinafter the "Agreement") dated August 23, 2016.
2. The above-captioned matter is DISMISSED, WITHOUT PREJUDICE to the rights of either the Appellant or the City to request that the Court reopen this matter, pursuant to the terms of the Agreement.
3. In the event that either party moves this Court to reopen this matter, the Court shall grant such motion with no need to file a new appeal or pay a new appeal filing fee; the Docket Number shall remain the same and the legal issues to be addressed shall be controlled by the Statement of Questions filed in this matter on or about May 12, 2015.
4. The Parties shall have until August 1, 2017 to file a Motion to Re-open, or a Motion to extend the period for filing such a Motion. If no such filing is made, the underlying Burlington Development Review Board decision shall become enforceable and the appeal period for said decision shall be deemed to have expired.
5. Each side shall bear its own costs and attorney's fees.

APPROVED AND SO ORDERED:

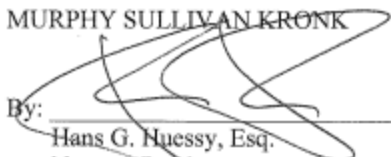

Hon. Thomas S. Durkin, Judge
Environmental Division

9/26/16
Date

[COUNSEL SIGNATURE PAGE FOLLOWS]

DATED at Burlington, Vermont this 22 day of September, 2016.

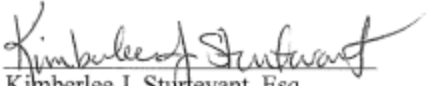
MURPHY SULLIVAN KRONK

By: 

Hans G. Huessy, Esq.
hhuessy@mskvt.com
275 College Street
PO Box 4485
Burlington, VT 05406-4485
802-861-7000
Attorneys for Appellant Luke Purvis

DATED at Burlington, Vermont this 23rd day of September, 2016.

BURLINGTON CITY ATTORNEY'S OFFICE

By: 

Kimberlee J. Sturtevant, Esq.
ksturtevant@burlingtonvt.gov
City Hall, 149 Church Street
Burlington, VT 05401
802-865-7121
Attorneys for City of Burlington

DATED at Burlington, Vermont this 23rd day of September, 2016.

By: 

Joseph Cleary

DATED at Burlington, Vermont this 23rd day of September, 2016.

By: 

Teresa Cleary

SETTLEMENT AGREEMENT

Following mediation with the assistance of Michael Marks, Esq., the Parties signing below have reached the following settlement agreement in reference to all of the issues arising out of or related to the following case: *Purvis Nonconforming Use*, Docket No: 45-5-15 Vtec.

This Agreement is contingent upon approval by the City of Burlington no later than August 26, 2016. If not timely approved, this Agreement shall be null and void. This Agreement is also contingent upon approval by Cleary, following an opportunity to consult with legal counsel, on (not before or after) September 15, 2016. If approved, the Parties shall exchange the documents required to implement the following.

1. Dismissal of Lawsuit. No later than September 19, 2016, the Parties shall dismiss the Lawsuit WITHOUT prejudice; all arguments and contentions of the Parties are preserved in the event of subsequent litigation concerning permits for and/or alleged violations or non-conformance of the Purvis property. Each side shall bear its own costs and attorney's fees.

2. Confidentiality. The Parties shall maintain the confidentiality of this Agreement until the stipulation of dismissal is filed with the Environmental Court.

3. General Releases. No later than November 15, 2016, Purvis shall exchange General Releases with Mr. and Ms. Cleary ("Cleary") in a form consistent with this Agreement and reasonably acceptable to counsel. The Releases shall cover all claims that were or could have been raised between the Parties for any reason, extending to any unknown, undiscovered, and undiscoverable claims, and all persons who in any way could make or be subjected to these claims, including affiliates, principals, members, employees, agents, subcontractors, officers, shareholders and insurers. Provided, however, that the Releases shall not affect claims arising after the date of this Agreement (including, without limitation, claims to enforce deeded rights that are not affected by this Agreement and claims to participate in future permitting proceedings related to either Party's property) which shall remain enforceable.

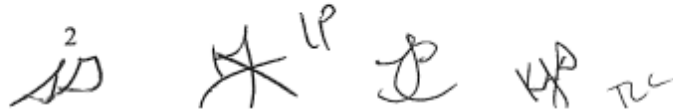
4. Relocation of Fence and Easement. Reference is made to "Plat of Survey of Lands of Luke B. Purvis 164 North Willard Street Burlington, Vermont," dated August 22, 2016, prepared by Harris Surveying &

 1

Land Dispute Evaluation, and attached as Exhibit 1 to this Agreement Exhibit 1 depicts an "easement area," a "Cleary stockade fence erected December 2015," and a "stockade fence location prior to Cleary purchase see Note 5." Cleary agrees to relocate a portion of the "Cleary stockade fence erected December 2015" in accordance with this paragraph. Starting at its eastern point, the fence post will be relocated to a point half way between its current placement and the eastern corner of the "stockade fence location prior to Cleary purchase see Note 5." Continuing to the west, the next four fence posts shall be relocated so that the fence is moved to the south to a new line to be drawn from the new point of beginning to the western corner of the "Cleary stockade fence erected December 2015. (The posts after the corner post and next four posts need not be moved, because the Parties acknowledge that moving these posts would not result in material movement of the fence for the purposes of this Agreement.) Prior to moving the fence, the Parties shall meet in the field, agree on the location of the new posts, and document their agreement on the new location. Cleary shall obtain any permit amendments required to comply with this paragraph, and Purvis shall not oppose such permits. The fence shall be moved no later than November 1, 2016. No later than November 15, 2016, The Parties shall exchange quit claim deeds confirming that the fence line established by this Agreement shall become the limit of the easement held by Purvis in the Cleary property, and that any easement interest south of the fence is extinguished. Purvis shall prepare the deeds and the related documentation to complete this transaction.

5. Other Agreements Related to Fence. Cleary shall maintain the stockade fence relocated under this Agreement, and such maintenance shall not constitute a trespass on the property of Purvis. Cleary shall limit their entry into the easement area north of the relocated fence for any purpose other than maintenance of the fence, and shall, if feasible, provide twenty-four hours' notice prior to entering such area for maintenance. Purvis shall return any children's toys or effects that travel over the fence onto the Purvis property. There shall not be a gate installed in this portion of the stockade fence. The Parties acknowledge that a lattice will be added to the top of the fence in accordance with City permits for the fence.

6. Quit Claim Deed for Dan's Court. The attached Exhibit 2 depicts a corridor between the eastern boundary of the Cleary property and the boundary of Dan's Court. Purvis asserts that Cleary lacks title to this

Handwritten signatures and initials. From left to right: a signature with a superscript '2', a signature with a superscript '1P', a signature, and the initials 'KAP' followed by 'TC'.

corridor. No later than November 15, 2016, Cleary shall convey by quitclaim to Purvis any interest in the corridor shown on Exhibit 2. Purvis shall prepare the deeds and the related documentation to complete this transaction. Cleary shall file an as-built plan with the City's zoning and planning department depicting the revised dimensions of the Cleary property.

7. Other Agreements Related to City Enforcement. There is a dispute between the City and Purvis concerning the compliance of the Purvis property with the City's zoning ordinances, including (without limitation) whether the Purvis property may lawfully be used as a three-unit residential structure and parking issues related to the property. The City agrees to stay enforcement of any claim related to the use of the property as a three-unit residence until June 30, 2017. There is an interim agreement related to parking on the property between the City and Purvis that is incorporated in this Agreement as Exhibit 3, and will continue in effect (unless earlier amended by agreement) to June 30, 2017. The City and Purvis will meet in another mediation no later than January 15, 2017, to attempt to resolve all disputes related to the compliance of the Purvis property with the City's zoning ordinance; Cleary will not be a party to this next mediation. The parties shall exchange mediation statements at least one week prior to the scheduled mediation.

8. Role of Mediator; Legal Counsel. Any participation by the mediator in the drafting of this agreement was in his capacity as mediator in recording mutually agreeable settlement terms, and does not constitute legal advice to any of the Parties. The Parties do NOT rely on the mediator for legal advice. All Parties were represented by counsel in the drafting of this Agreement, or voluntarily chose to proceed without counsel.

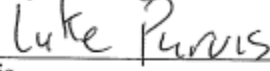
9. Miscellaneous. This Agreement represents a compromise to avoid litigation. By making this Agreement, no Party makes any admission concerning the strength or weakness of any claim. This Agreement is a comprehensive agreement; all prior understandings and discussions are merged into this Agreement. This Agreement may only be amended by a written instrument signed by all Parties. The Parties shall execute such additional documents as are reasonably requested to implement this Agreement. This Agreement shall be interpreted under the laws of the State of Vermont. The presumption against the drafter shall not apply to the

3   ^{UP}  ^{TC} 

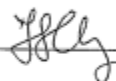
construction of this Agreement. Photocopies of this Agreement shall be as effective as the original. This Agreement shall be binding and enforceable against the successors, heirs and assigns of the Parties.

Dated at Colchester, Vermont, this 23rd day of August, 2016.

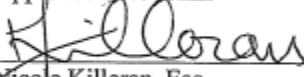

Agent for City of Burlington

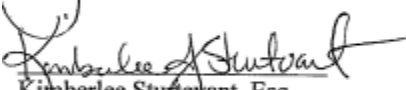

Luke Purvis

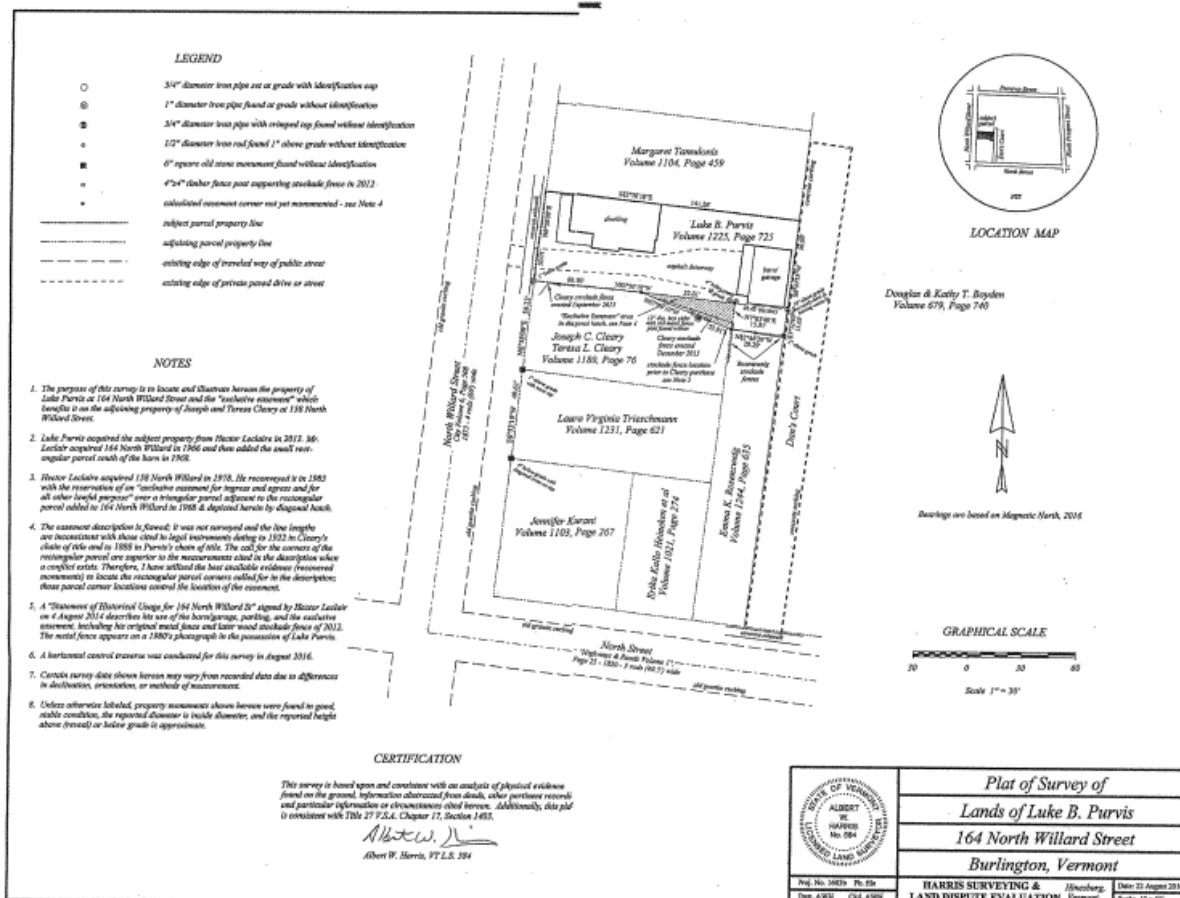

Joseph Cleary


Teresa Cleary

Approved as to form:


Nicole Killoran, Esq.
Counsel for Purvis


Kimberlee Sturtevant, Esq.
Counsel for City of Burlington



STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No. 45-5-15 Vtec

Purvis Nonconforming Use

ENTRY REGARDING MOTION

Count 1, Municipal DRB Other (45-4-15 Vtec)

Title: Motion to Continue Trial (Motion 3)

Filer: Luke Purvis

Attorney: Nicole A. Killoran

Filed Date: May 13, 2016

Response in Opposition filed on 05/20/2016 by Joseph and Teresa Cleary, Interested Persons.

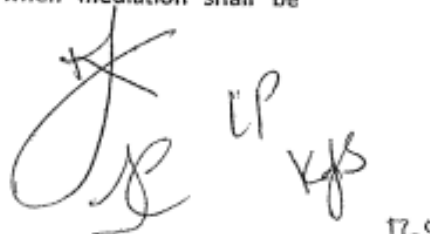
Response filed on 05/23/2016 by Attorney Kimberlee J. Sturtevant for the City of Burlington.

The motion is **GRANTED, With Conditions.**

On May 18, 2016, this matter came on for a final pre-trial conference and hearing on Appellant Luke Purvis's motion to continue the trial. During the hearing, the parties advised the Court that they may be able to agree on conditions that would allow for the trial to be continued. The Court then directed the parties to complete their discussions, in private, about those possible conditions and report to the Court prior to close of business on Friday, May 20th, of what terms they wish to suggest and whether they have reached an agreement.

The parties have reported to the Court that they were unable to reach agreement on interim conditions by which Appellant Purvis's continuance motion could be granted. In reviewing the parties' various proposed conditions, it appears to the Court that the suggested conditions have many common points. Given that a continuance of the trial, now scheduled for June 7th, would be an accommodation for Appellant and against the general wishes of his neighbors, Joseph and Teresa Cleary, we hereby **GRANT** Appellant Purvis's continuance motion, subject to the following conditions:

1. The parties shall continue their settlement efforts while this matter is pending, including the use of an agreed-upon mediator, if the parties can agree upon the mediator to be used, payment, and the timing of when mediation shall be completed.

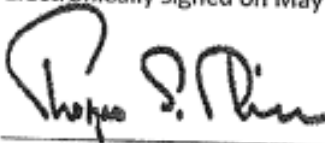


2. During this pre-trial period and while the parties' settlement efforts are on-going, Appellant Purvis shall only park vehicles on the paved driveway portion of his property. He shall refrain from using the easement area he currently enjoys to the south of his driveway.
3. During this pre-trial period and while the parties' settlement efforts are on-going, the City of Burlington shall defer its enforcement actions concerning the manner in which Mr. Purvis or his invitees have parked vehicles on his property or the easement area.
4. These terms represent interim, temporary measures that the Court hopes will maintain the status quo between the parties and minimize the opportunity for further conflict to develop. No party shall be prejudiced by these conditions, either at the de novo trial of this appeal or in any other action.
5. If the parties reach an impasse in their settlement discussions prior to trial, any party may request that the Court vacate this interim set of pre-trial conditions.

The trial currently scheduled for June 7, 2016 is hereby **CONTINUED** and will be rescheduled for trial sometime after September 1, 2016. The parties are hereby directed to advise the Court, in writing and **no later than Friday, July 1, 2016**, of their unavailable days for trial during the months of September and October, 2016. This matter has already exceeded, as of March 18, 2016, the anticipated deadline for timely disposition, per the Court's estimated disposition guidelines. The Court therefore wishes to advise the parties to expect that no further trial continuances will be granted.

So ordered.

Electronically signed on May 23, 2016 at Burlington, Vermont, pursuant to V.R.E.F. 7(d).



Thomas S. Durkin, Judge
Environmental Division

Notifications:

Nicole A. Killoran (ERN 5727), Attorney for Appellant Luke Purvis
Kimberlee J. Sturtevant (ERN 4778), Attorney for Interested Person City of Burlington
Interested Persons Joseph and Teresa Cleary

END 2016 Settlement Agreement and Stipulated Order which included initialed 2016 Harris Boundary Survey

BEGIN Series of Appellant's Unsuccessful Appeals Regarding his 2016 Settlement Agreement and Stipulated Order which included initialed 2016 Harris Boundary Survey all the way up to the Supreme Court, further affirming Legal Significance of the 2016 Harris Boundary Survey

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No. 45-5-15 Vtec

Purvis Nonconforming Use

ENTRY REGARDING MOTION

Count 1, Municipal DRB Other (45-4-15 Vtec)

Title: Motion for Relief from Stipulated Order (Motion 6)

Filer: Luke Purvis

Attorney: Hans G. Huessy

Filed Date: March 9, 2018

Response in Opposition filed on 03/30/2018 by Attorney Kimberlee J. Sturtevant for the City of Burlington

Response in Opposition filed on 04/01/2018 by Joseph Cleary, Interested Person

Reply in Support filed on 04/09/2018 by Attorney Hans G. Huessy for Appellant Luke Purvis

Response to Reply filed on 05/02/2018 by Joseph Cleary, Interested Person

Supplemental Response filed on 06/04/2018 by Attorney Kimberlee J. Sturtevant for the City of Burlington

Supplemental Reply filed on 06/04/2018 by Attorney Hans G. Huessy for Appellant Luke Purvis

Supplemental Response filed on 06/04/2018 by Joseph Cleary, Interested Person

Supplemental Response filed on 06/06/2018 by Joseph Cleary, Interested Person

Reply to Supplemental Response filed on 06/08/2018 by Attorney Hans G. Huessy for Appellant Luke Purvis

Response to Reply filed on 06/12/2018 by Joseph Cleary, Interested Person

Response to Reply filed on 06/15/2018 by Attorney Kimberlee J. Sturtevant for the City of Burlington

Title: Motion for Relief from Settlement Agreement (Motion 8)

Filer: Luke Purvis

Attorney: Hans G. Huessy

Filed Date: April 20, 2018

Response in Opposition filed on 05/07/2018 by Joseph Cleary, Interested Person

Supplemental Response filed on 06/04/2018 by Attorney Kimberlee J. Sturtevant for the City of Burlington

Supplemental Response filed on 06/04/2018 by Attorney Hans G. Huessy for Appellant Luke Purvis

Supplemental Response filed on 06/04/2018 by Joseph Cleary, Interested Person

Supplemental Response filed on 06/06/2018 by Joseph Cleary, Interested Person

Reply to Supplemental Response filed on 06/08/2018 by Attorney Hans G. Huessy for Appellant Luke Purvis

Response to Reply filed on 06/12/2018 by Joseph Cleary, Interested Person

Response to Reply filed on 06/15/2018 by Attorney Kimberlee J. Sturtevant for Interested Person City of Burlington

The motions are DENIED.

The present appeal is of a determination made by the City of Burlington Development Review Board ("DRB") concerning Appellant Luke Purvis' parking area behind his residence located at 164 North Willard Street in the City of Burlington ("City"). The motions presently before the Court are Appellant's motions for relief from the parties' August 23, 2016 settlement agreement ("Settlement Agreement"), entered into by Appellant, the City, and Interested Persons Joseph and Teresa Cleary, and the Court's September 26, 2016 stipulated order ("Stipulated Order"), which incorporated that Agreement.

Background

We find it helpful to begin our analysis with a brief procedural history of this appeal. The present matter was filed on May 1, 2015. After the Court denied Appellant's partial motion for summary judgment on January 27, 2016, the matter was then set for trial on June 7, 2016. Appellant then moved to continue the trial, which was opposed by the Cleary's. The Court granted the motion and continued trial until September 27, 2016.

On August 23, 2016, the parties entered into the Settlement Agreement. The Settlement Agreement addressed the DRB determination presently on appeal as well as other underlying property issues. Importantly for the pending motion, the Settlement Agreement included Paragraph 7. Paragraph 7 stated that the City and Appellant would meet for further mediation related to other possible zoning issues at the property, no later than January 15, 2017. The Cleary's were not to be parties to that mediation. The City and Appellant did not conduct further mediation by this date.

On September 26, 2016, the Court approved and filed the Stipulated Order, which incorporated the Settlement Agreement. As a result of this Order, the matter was dismissed without prejudice. The Stipulated Order stated that the parties were to have until August 1, 2017 to file a motion to re-open the matter, or a motion to extend the period for filing such a motion ("the August deadline"). No party filed either such motion before the August deadline.

Discussion

We turn now to Appellant's present motions. Appellant moves for relief from the Stipulated Order pursuant to Rule 60(b)(6). He additionally moves for relief from the Settlement Agreement.

I. The Settlement Agreement and the relevant standard of review for Appellant's pending motion.

We begin with a threshold procedural question. In his June 8, 2018 filings, Appellant appears to assert that this Court lacks jurisdiction to enforce or negate the Settlement Agreement because the agreement both addresses an underlying private property dispute and that the enforcement of the agreement is a matter of contract law, both of which are outside the scope of this Court's jurisdiction. Therefore, he asserts that any attempt to enforce the agreement would have to be filed in the Vermont Superior Court, Civil Division in Chittenden County. For the reasons detailed below, we decline to adopt Appellant's reasoning.

Trial courts have the authority to enforce the terms of a settlement agreement that has been incorporated into a Court Order. *In re Ferro & Pomeroy Demo/Const. Permit*, No. 197-10-09 Vtec, slip op. at 2 (Vt. Super. Ct. Envtl. Div. Nov. 22, 2011) (Durkin, J.) (citing *Petition of Telesystems Corp.*, 148 Vt. 411, 413 (1987); see also *Brady v. Cu York Ins. Co.*, No. S1223-02 CnC (Vt. Super. Ct. Jun. 27, 2005) (Norton, J.) (noting that "Vermont law . . . requires that such enforcement occur only after the court approves of the terms of a settlement agreement and enters an appropriate judgment order based on the agreement.") *aff'd and rem'd*, No. 2005-323, 2006 WL 5866264 (Vt. Sup. Ct. Mar. 1, 2006). Here, it is undisputed that the parties entered into a binding settlement agreement that was thereafter incorporated into a stipulated order in the underlying action. As such, we conclude we have the authority to review the Settlement Agreement.

Appellant next asserts that the standard of review in seeking relief from the Settlement Agreement is different from the Rule 60(b) standard applied when seeking relief from a final court order.¹ Appellant is mistaken in this assertion. V.R.C.P. 60(b) is the appropriate method for a party to seek relief from a stipulated settlement agreement that is incorporated into a final judgment. *Kellner v. Kellner*, 2004 VT 1, ¶ 6, 8, 176 Vt. 571 (citing *Johnston v. Wilkins*, 2003 VT 56, ¶ 8, 175 Vt. 567).

The Court therefore applies the V.R.C.P. 60(b) standard to both motions presently before the Court. We address each motion in turn.

II. Analysis of the pending motions.

V.R.C.P. 60(b) allows the Court to grant relief from a final judgment or order upon motion and "upon such terms as are just," for reasons of:

- (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence . . . ; (3) fraud . . . , misrepresentation, or other misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, . . . or it is

¹ We note that Appellant provides no alternative standard of review.

no longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment.

V.R.C.P. 60(b). Motions must be filed within a reasonable time, and the Court has discretion in determining whether the delay was reasonable. Greenmoss Builders, Inc. v. Dun & Bradstreet, Inc., 149 Vt. 365, 368—69 (1988) (citing V.R.C.P. 60(b)).

Motions pursuant to subsections (1), (2), and (3) must be made within one year after the order was entered or taken. V.R.C.P. 60(b). We note that, to the extent Appellant asserts that Rule 60(b)(2) or (3) applies to his motion for relief from the Settlement Agreement, due to the newly discovered evidence and the alleged negligence by the City, such motions are untimely. The parties entered into the Settlement Agreement in August 2016 and the Court issued the Stipulated Order in September 2016. Therefore, Appellant's April 20, 2018 motion is untimely, and the Court will consider Appellant's motion pursuant to Rule 60(b)(6) alone.

Although the grounds for relief are broadly stated and Rule 60(b) must be interpreted liberally to prevent hardship or injustice, "the interests of finality necessarily limit when relief is available." Riehle v. Tudhope, 171 Vt. 626, 627 (2000) (citing Tudhope v. Riehle, 167 Vt. 174, 178 (1997)); see also Sandgate School Dist. v. Cate, 2005 VT 88, ¶ 7, 178 Vt. 625 (mem.) (quoting Estate of Emilo v. St. Pierre, 146 Vt. 421, 423-24 (1985)). Only extraordinary circumstances will justify a party's failure to seek more timely relief, and it is the moving party's burden to make a showing of "extraordinary circumstances" that countervail the interests of finality. See Riehle, 171 Vt. at 630; McCleery v. Wally's World, Inc., 2007 VT 140, ¶¶ 10—11, 183 Vt. 549. Finally, we note that Rule 60(b)(6) cannot be relied upon to "substitute a timely appeal or provide relief from an ill-advised tactical decision or from some other free, calculated, and deliberate choice of action." Riehle, 171 Vt. at 627 (citations omitted).

We first address Appellant's motion for relief from the Stipulated Order, considering whether there is "any other reasons justifying relief from the operation of the judgement" under V.R.C.P. 60(b)(6). Appellant asserts that the City implicitly waived the August deadline. As such, any enforcement of the deadline against him would result in him losing the right to use the parking area at issue "without a trial," resulting in a hardship for Appellant.

Appellant and counsel were well aware of the August deadline. Appellant's counsel's last communication to the City before the deadline occurred on July 25, 2017. The City did not respond until the morning of the deadline. While we have been provided with some evidence that the parties continued to discuss the potential for mediation after the deadline, we have been provided with no justification or explanation as to why, when it became abundantly clear to Appellant that mediation with the City would not occur before August 1, he did not file a motion to re-open or to extend the time to file such an extension request, as contemplated by the Stipulated Order. Appellant then waited over seven months after the August deadline expired to file the present motion.

Appellant's motion was filed approximately a year and a half after the Court entered the Stipulated Order. Further, Appellant's motion was filed over seven months after the August deadline expired. For these reasons, we conclude that the Appellant's motion was not filed

within a reasonable time.² Further, we conclude that the decision not to file a motion as contemplated by the Stipulated Order prior to the deadline constitutes a tactical decision which does not afford Appellant relief under Rule 60(b)(6).

We next evaluate the Appellant's motion for relief from the Settlement Agreement under the Rule 60(b)(6) standard. Appellant asserts that he is entitled to relief from the Settlement Agreement because of an alleged conflict of interest of his prior counsel when the Settlement Agreement was entered into, a conflict which we note he was aware of prior to the initial settlement mediation.³ We also note that Appellant provides no evidence that the conflict effected the Settlement Agreement in any way. Instead, Appellant asserts that he is dissatisfied with the agreement and entered it upon the advice of his former counsel.

The parties entered into the Settlement Agreement on August 22, 2016. On August 29, 2016, former counsel filed a motion to withdraw from this matter which the Court granted on August 31, 2016. Appellant then hired current counsel. Current counsel drafted the Stipulated Order, incorporating the Settlement Agreement, which was filed with the Court on September 23, 2016. The Court then issued the Stipulated Order on September 26, 2016.

Appellant's motion for relief from the Settlement Agreement was filed over 19 months after the agreement was entered into, and approximately 18 months after the Court adopted it in our Stipulated Order. Appellant has asserted that at the time he entered into the agreement, he viewed the agreement as "bad." Yet he did not seek relief from the agreement when he retained current counsel, and instead counsel incorporated that agreement into the Order. On the facts presented, we cannot discern how the possible conflict raised by his former attorney unduly caused Appellant to enter into the Agreement at the time of signing. We note that Appellant's current position that he is unhappy with the consequences that have flowed from the Agreement are not grounds for this Court to reach back in time and void his decision to voluntarily resolve this litigation.

The above timeline also shows that Appellant unduly delayed seeking relief from the Agreement. In light of these facts, the Court concludes that the present motion for relief from the Settlement Agreement were not made within a reasonable time. Further, the failure to seek

² We further note that both the City and the Clearys assert that they will be prejudiced should the Court grant the motion. The City asserts that they will be forced to continue to pursue a case that was dismissed. The Clearys assert that the mediation between the City and Appellant was not to include them. Therefore, they assert that, should the Court grant the present motion their rights and obligations as set forth within the Stipulated Order, and the Settlement Agreement incorporated therein, will be put at risk through no fault of their own.

³ Appellant asserts that former counsel represented him at the initial settlement mediation, helped negotiate the settlement, and urged him to accept its terms. He asserts that, prior to this mediation, former counsel informed him that she had a conflict with regards to a potential zoning issue at the property that was not a part of the present appeal because the law firm had represented Appellant in the property's purchase and were agents of the title company that had issued the property's title insurance policy.

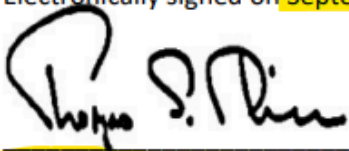
Appellant asserts that, because he voiced concern with the parking area at issue in this appeal prior to closing on his purchase of the property, former counsel was effectively conflicted in the pending action prior to the mediation.

timely relief as contemplated by the Stipulated Order was a tactical decision that does not give rise to Rule 60(b) relief.

For these reasons, we conclude that both of Appellant's pending motions are untimely. We further conclude that Appellant's motions seek relief from his ill-fated tactical decisions and do not warrant relief under Rule 60(b). Therefore, we **DENY** Appellant's motion for relief from the Stipulated Order and we **DENY** Appellant's motion for relief from the Settlement Agreement.

So Ordered.

Electronically signed on September 25, 2018 at Burlington, Vermont, pursuant to V.R.E.F. 7(d).



Thomas S. Durkin, Superior Judge
Environmental Division

Notifications:

Kimberlee J. Sturtevant (ERN 4778), Attorney for the City of Burlington

Interested Persons Joseph and Teresa Cleary

Hans G. Huessy (ERN 1813), Attorney for Appellant Luke Purvis

Christina A. Jensen (ERN 1291), Attorney for Hector Leclair (FYI purposes only)

Supreme Court 2019 VT 60 Affirms Settlement Agreement and related Stipulated Order that contain 2019 Harris Boundary Survey

Thu Aug 27 20:36:56 2020 6

2 documents filed by Attorney Hans G. Huessy for party 1: AA's Response to 6/4 filing by City/INP; Cert Service.

06/11/18 Atty Sturtevant phones Court -will be filing a reply on Wednesday in this matter.

06/12/18 Party 4-5 filed response to MPR 6,8.

06/15/18 Party 3 filed response to MPR 6,8.

09/25/18 Entry order re MPR's 6-8: 6) Motion for Relief from Stipulated Order; 7) Motion for Enlargement of Time; 8) Motion for Relief from Settlement Agreement M/Reaction Form denied by Judge Thomas S. Durkin. See Order.

EO e-mailed to ptys. Case Closed.

09/30/18 E-MAIL CLEARY: JOETREE@BURLINGTONTELECOM. NET.

10/03/18 MPR 9) Motion to Reconsider, Alter or Amend filed by Appellant Luke Purvis. Motion to Reconsider, Alter or Amend waiting for Memo in Opposition. Case Status: Disposed - Post Judgment.

10/19/18 Party 4-5 filed response to MPR 9.

2 documents filed for parties 4-5: Response to M Recon/Alter/Amend; Cert Service.

10/22/18 Party 3 filed response to MPR 9.

10/23/18 MPR status changed to advise, MPR 9. Case Status: Disposed - Post Judgment U/A.

01/15/19 Entry order re MPR 9) Motion to Reconsider, Alter or Amend M/Reaction Form denied by Judge Thomas S. Durkin. Based on the foregoing, we decline to amend our September 25, 2018 Entry order and conclude that Mr. Purvis motion to reconsider must be DENIED. SEE ORDER.

02/04/19 4 documents filed by Attorney Hans G. Huessy for party 1: Notice of Appeal; EO 09/25/18 and 01/15/19; Check 15973; Cert Service. Case Status: Disposed - Appeal Pending.

02/05/19 FILE TAKEN TO THE SUPREME COURT.

02/08/19 SUPREME COURT DKT NO. 2019-051 ASSIGNED.

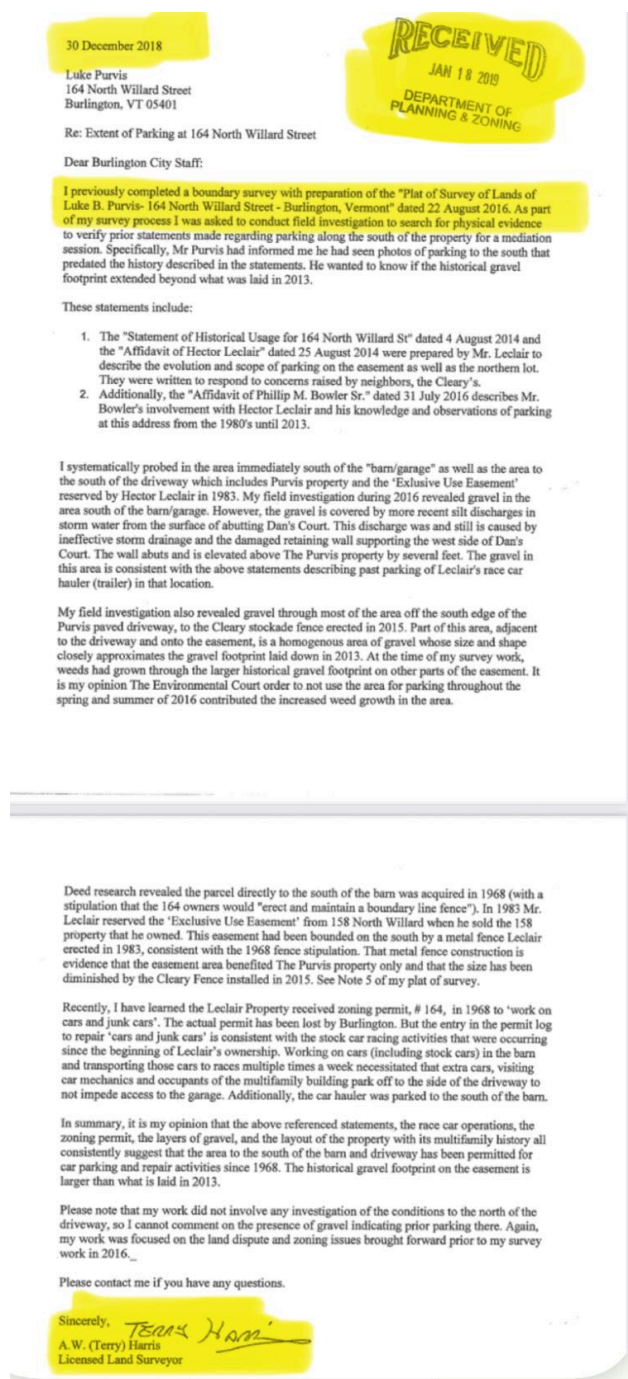
08/30/19 SUPREME COURT AFFIRMED. Case Closed.

10/09/19 Case closed Supreme Court.

12/18/19 FILE & SUPREME COURT FILE RETURNED.

END Series of Appellant's Unsuccessful Appeals Regarding his 2016 Settlement Agreement and Stipulated Order which included initialed 2016 Harris Boundary Survey all the way up to the Supreme Court, further affirming Legal Significance of the 2016 Harris Boundary Survey

Albert Harris 30 December 2019 Letter states: **"I previously completed a boundary survey with preparation of the 'Plat of Survey of Lands of Luke B. Purvis - 164 North Willard Street - Burlington, Vermont' dated 22 August 2016..."** Submitted to Department of Planning and Zoning with Received Stamp 18 January 2019 and to legal proceedings further documenting appellant's use of and reliance on the 2016 Harris Boundary Survey



Appellant's October 1, 2024 Development Review Board written testimony states "...**The 164 North Wilard original dwelling became non-conforming by the subdivision because its foundation sits either on or adjacent to a lot line.** At the time of the subdivision, an easement was recorded in both deeds to allow 164 North Willard perpetual permission to maintain the northern side of the dwelling..."

164_North_Willard_St._Appeal_(... Done

cases. This appeal includes matters originating in CDO 12.2.4, Exclusivity of Remedy. This appeal is about dissimilar processing therefore treatments of neighbor complaints. Due to the three complaints progressing along different timelines, decisions are being issued before the underlying dispute is addressed, thereby giving rise to more ongoing disputes and appeals.

This Board needs to adjudicate whether ZCPT-24-2 is properly included in this appeal. This is where change in the handling of the boundary originates. It is Appellant' position that ZCPT-24-2 has been improperly excluded. Additionally, there are two instances of the City's failure to Act under appeal here today. These matters represent appealable circumstances under CDO 12.2.4 but their inclusion is also endangered by Zoning Managers decision to exclude them without notice to Appellants.

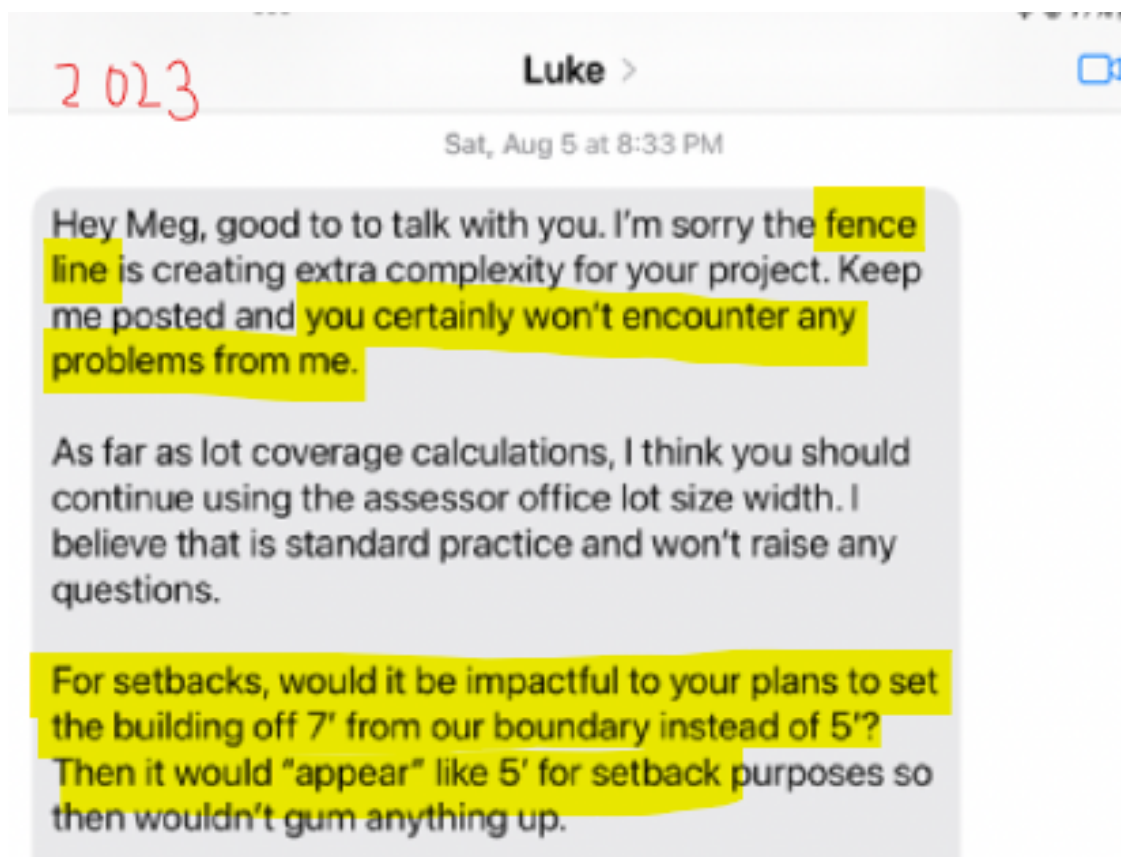
In one case the decision below was based upon a determination of property ownership which is disputed. The Zoning Division Manager does not have the jurisdiction or authority to determine property ownership. I ask the board to overturn individual decisions that are mistaken, while remanding other matters until the City is provided with valid determination of title from a Court.

History/Background of the Properties Involved:

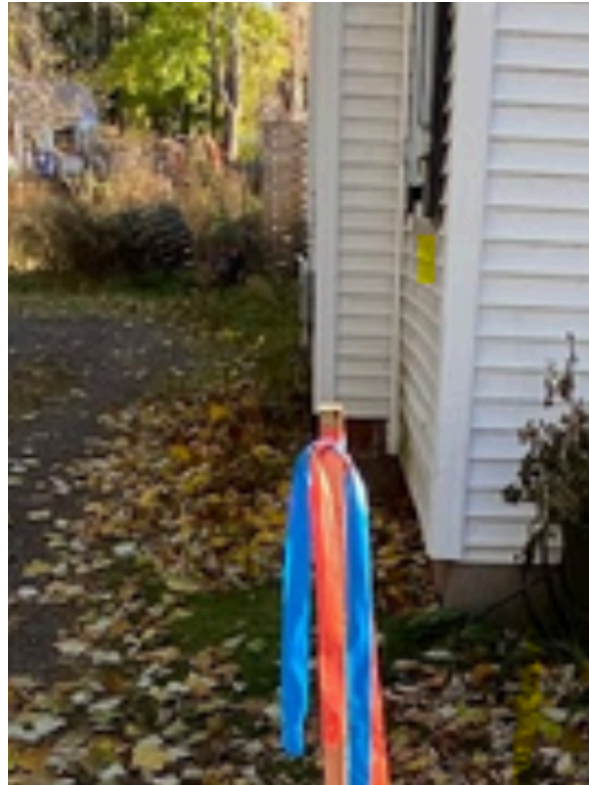
164 North Willard Street was built in 1884, about 60 years before zoning began on a double lot. In 1949, the lot was subdivided, creating 172 North Willard, making two properties from one for two brothers returning from the War. Both 164 and 172 North Willard exist on a block that the Plan BTV upzoning documented as containing the highest rates of inherent non-conformity in Burlington. The 164 North Wilard original dwelling became non-conforming by the subdivision because its foundation sits either on or adjacent to a lot line. At the time of the subdivision, an easement was recorded in both deeds to allow 164 North Willard perpetual permission to maintain the northern side of the dwelling. In 2013, Appellants, became the third family who has owned 164 North Willard. The current owner of 172 North Willard has owned her property since 2002.

**Communication from Appellant prior to Previous Zoning Permit Approved
Proposed Installation of Building 5 feet from Property Boundary with 164 North
Willard Street without issue**

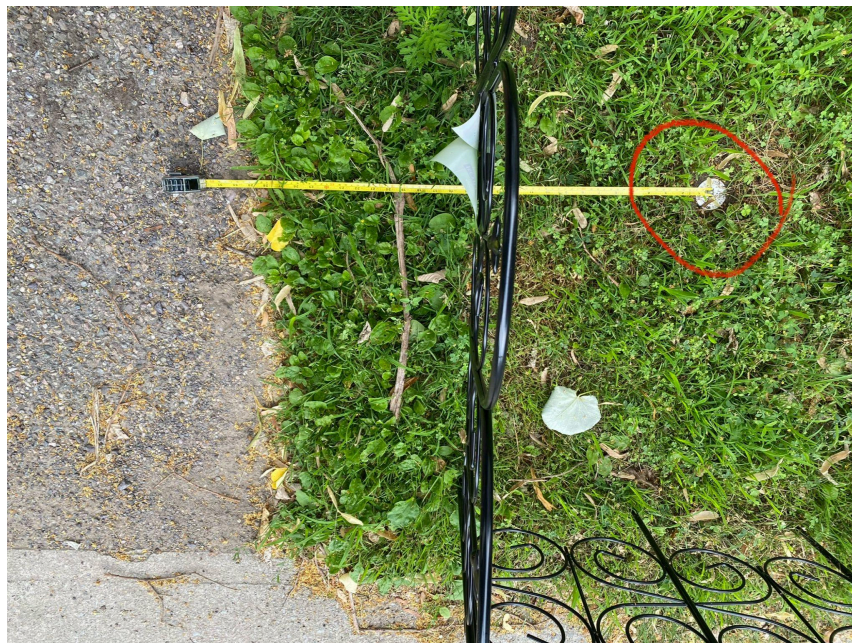
Prior to ZP-23-53 "Proposed Installation of a Shed" we received Communication from Appellant about okay to install building in 2023 simply honoring the 5' setback from boundary line with no concern of the No Building Deed Restriction and ZP-23-53 was approved without issue and permit released December 8, 2023.. During the process we moved the location, holding true to the required 5' setback and building height limit, with permission from the City due to various factors, including the slope of our property. Appellant's first complaint of that permitted work happened much after the permit closed and was related to the gravel in the setback related to one of the Unfounded complaints from our October 1, 2025 Development Review Board Hearing.



Front survey pin post flagged by our surveyor in 2023. Please note this aligns with the foundation of 164 North Willard and note Purvis's new fence at back end of his house protrudes well beyond this).



Our survey pin flagged post has since been removed by the neighbor and a sharp metal trip hazard installed on our property by him. **The attempted expansion of Appellant Luke Purvis's frontage by 2.5 feet in 2025 would put his property line on our driveway's asphalt.**



July 15, 2025 City Staff Memo (also included in the packet from Planning & Zoning for ZAP-25-2)

Department of Permitting & Inspections

Zoning Division
645 Pine Street
Burlington, VT 05401
Telephone: (802) 865-7188

*William Ward, Director
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Garret King, Associate Planner
Joseph Cava, Permit Technician
Collin Miller, Code Compliance Officer
Vacant, DPI Administrator*



TO: Development Review Board
FROM: Garret King
DATE: July 15, 2025
RE: ZAP-25-2; 172 North Willard Street

Dear members of the DRB

Under Sec. 12.2.2 (b) the Comprehensive Development Ordinance states "The DRB shall set a date and place for a public hearing of an appeal under this ordinance, which shall be within sixty (60) days of the filing of the notice of such appeal with the administrative officer pursuant to (a) above. The board shall give public notice of the hearing in accordance with Section 2.6.2 hereof." The following has led to this appeal coming before you today.

This appeal was considered complete on April 7th and was originally scheduled for May 6th. On April 8th the appellant requested to bump this out an additional month so that they could get a new survey and additional documents, the appeal was then scheduled for June 3rd. On April 17th the appellant requested the appeal hearing to be moved to a July meeting to give time for their surveyor to access records. The option for the July 1st or July 15th meetings was given on April 18th and on May 5th the appellant stated they would take the 1st. Following that confirmation on May 15th the appellant sent an email requesting to be "temporarily removed" the DRB agenda until they received a response from other city officials/departments. This temporary removal from the schedule was granted. On May 21st the official response from the City Attorney's Office was given, and on May 22nd Mr. Purvis was informed this appeal was returned to the July 1st DRB meeting agenda. On May 22nd Mr. Purvis stated that he was no longer able to attend the July 1st meeting. On May 29th this appeal was moved back one meeting to the July 15th meeting. On May 29th Mr. Purvis stated that we would not be able to attend the July 15th meeting. On June 11th Mr. Purvis made a written request to the DRB for deferral.

The appellant for ZAP-25-2 has requested deferral for the hearing of this appeal until the second meeting in August. The second meeting in August is scheduled for August 19th.

-Staff Garret King

City Staff Deferral Memo for ZAP-25-4 also references ZAP-25-2

Department of Permitting & Inspections

Zoning Division
645 Pine Street
Burlington, VT 05401
Telephone: (802) 865-7188

*William Ward, Director
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Garret King, Associate Planner
Joseph Cava, Permit Technician
Collin Miller, Code Compliance Officer
Vacant, DPI Administrator*



TO: Development Review Board
FROM: Scott Gustin
DATE: July 15, 2025
RE: ZAP-25-4; 164 North Willard Street

The appellant has requested deferral of this appeal until the second meeting in August, 2025 (August 19). The appellant has also requested that this appeal be heard by the DRB concurrently with his other appeal of his neighbor's access ramp permit (ZAP-25-2). The appellant rejected several hearing dates for ZAP-25-2 (May 6, June 3, July 1, 2025). Any further deferral is not warranted, and a hearing date was set for July 15, 2025 for both appeals. Staff opposes further delay of the appeal hearings. It is the DRB's decision to hold the hearing as scheduled or to defer it further.

Department of Permitting & Inspections

Zoning Division
645 Pine Street
Burlington, VT 05401
Telephone: (802) 865-7188
(802) 865-7195 (FAX)

William Ward, Director
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Garret King, Associate Planner
Joseph Cava, Permit Technician
Collin Miller, Code Compliance Officer



TO: Development Review Board
FROM: Scott Gustin
DATE: July 15, 2025
RE: ZAP-25-4; 164 North Willard Street

=====

Note: These are staff comments only; decisions on projects are made by the Development Review Board, which may approve, deny, table or modify any project. THE APPLICANT OR REPRESENTATIVE MUST ATTEND THE MEETING.

Zone: RL Ward: 1E

Owner/Appellant: Luke Purvis

Request: Per appellant, "Appeal of extension denial and of inaccurate site plan in the permit despite the standard conditions of the permit referencing a settlement and 9c of that settlement requiring an accurate site plan."

Overview:

The appellant is contesting the administrative denial of a time extension request for zoning permit ZP-21-275 for fencing, patio, and vehicle turn-around. The appellant is also trying to contest the site plan approved as part of said permit. ZP-21-275 was approved May 26, 2022 and was unappealed during its 15-day appeal period. It cannot now be appealed. There is a 10-year history of determinations, appeals, and related litigation pertaining to this property. Much of the documentation provided by the appellant for this latest appeal pertains to matters already adjudicated. Only the denial of the requested time extension can be considered now.

Recommendation: Uphold administrative decision based on the following findings:

I. Findings:

Zoning permit ZP-21-275 was approved on May 26, 2022 and included new fencing, a patio, and driveway turn-around. The patio had already been installed without permit approval, and modification of it to comply with setbacks was required in ZP-21-275. Similarly, there is a noncompliant strip of gravel along the southern side of the paved driveway that was to be removed, grassed over, and a portion replaced with a small turn-around. Work associated with the patio and driveway-turn around was required as part of a settlement agreement between the appellant and the city dated April 4, 2022.

Zoning permit ZP-21-275 was approved with a standard 3-year timeframe for project completion (see Standard Permit Condition 2, Time Limits). In this case, work associated with the permit was to be completed by May 26, 2025. In the 3 years since the zoning permit was approved, the fence has been installed; however, no apparent effort has been made to make the required changes as to the patio and driveway turn-around except, perhaps, that grass has started to grow within the gravel strip.

The appellant filed the subject time extension request on May 11, 2025, prior to permit expiration as required by Sec. 3.2.9 (d) *Time Limits on Zoning Permits*. The time extension request notes that the project is “stalled,” that there is a boundary dispute with the neighbor at 172 North Willard St, and that documents have been requested from the City Attorney’s Office. A subsequent time extension request document was filed May 26, 2025 and notes that there is a gate yet to be installed in the fence. Much of the second document; however, pertains to items unrelated to finishing the permitted work on time.

The appellant noted in the permit record, on June 20, 2024, that “This work is complete. I will not be removing the concrete pad until after the boundary line dispute is settled.” A certificate of occupancy request; however, was not filed until May 27, 2025 and remains incomplete.

Sec. 3.2.9 (d) *Time Limits on Zoning Permits* establishes a 1-year timeframe for work to start and another 2 years (total of 3) for work to be complete. There is provision to allow up to two 1-year time extensions; however, extensions are discretionary and are predicated on compliance with applicable zoning standards.

...a zoning permit shall become invalid unless the work or action authorized commences within one (1) year after the date of final decision. All work or action authorized there under shall be completed, and a Final Zoning Certificate of Occupancy received, within three (3) years of the date of decision unless a written extension of time not to exceed one (1) year is granted in advance by the administrative officer. Extensions of time for a zoning permit issued in connection with a conditional use or variance shall require approval by the DRB after a public hearing. Extensions of time may be granted only when the work or action authorized under the zoning permit remains compliant with the current zoning regulations. Up to two (2) time extensions may be granted.

The appellant had a full three years to complete a fairly simple project consisting of fence, patio adjustment, and driveway turn-around. The patio and driveway turn-around work has clearly not been done and is required per the settlement agreement between the appellant and the city dated April 4, 2022. This settlement agreement pertained to prior litigation and outlined measures to resolve it, including modification to the patio and creation of the driveway turn-around in place of a portion of the gravel alongside the driveway (the rest to be landscaped). The property is plainly out of compliance. The city has an interest in seeing the site work required by the April 4, 2022 settlement agreement completed. There is no compelling reason to delay completion by another year. Denial of the requested time extension will enable zoning enforcement to proceed.

II. Recommended Motion:

Uphold the administrative decision.

July 10, 2025
Burlington, VT



July 9, 2025
Burlington, VT



May 5, 2025 at 2:36:56 PM
Burlington, VT



May 5, 2025 at 2:36:57 PM
Burlington, VT





ring

0:00 / 1:32



Oct 17, 2024 at 3:07:14 PM



Jul 17, 2024 at 8:16:10 AM
172 N Willard St
Burlington VT 05401
United States



Department of Permitting & Inspections

Zoning Division
645 Pine Street
Burlington, VT 05401
Telephone:(802) 865-7188

William Ward, Director
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Garret King, Associate Planner
Joseph Cava, Permit Technician
Collin Miller, Code Compliance Officer
Vacant, DPI Administrator



TO: Development Review Board
FROM: Scott Gustin
DATE: July 15, 2025
RE: ZAP-25-4; 164 North Willard Street

=====

The appellant has requested deferral of this appeal until the second meeting in August, 2025 (August 19). The appellant has also requested that this appeal be heard by the DRB concurrently with his other appeal of his neighbor’s access ramp permit (ZAP-25-2). The appellant rejected several hearing dates for ZAP-25-2 (May 6, June 3, July 1, 2025). Any further deferral is not warranted, and a hearing date was set for July 15, 2025 for both appeals. Staff opposes further delay of the appeal hearings. It is the DRB’s decision to hold the hearing as scheduled or to defer it further.

Luke Purvis
164 North Willard St., Burlington, VT

A brief description of the property with respect to which the appeal is taken;

- 164 North Willard is a property that remains trapped in a bureaucratic nightmare. This nightmare is fueled by the inaccurate record the City has provided to the DRB over the past 10 years.

A reference to the regulatory provisions applicable to that appeal;

1. 3.2.9d Time Extension
2. Any provision that discusses site plans. The Zoning Administrator has not provided these provisions at the time of submission.
3. The Settlement of April 2022, section 9c, requires an accurate site plan. The site plan approved in the permit is neither a site plan nor accurate. It is in violation of section 9c because the standard permit conditions of ZP-21-275 reference the settlement.

The relief requested by the appellant.

1. Grant the extension request for the zoning permit
2. Require an accurate site plan to accompany the signed settlement

The alleged grounds why such requested relief is believed proper under the circumstances.

1. There are a variety of permits approved at 172 North Willard Street, where approved plans were changed after the administrative approval. I would like to receive the same opportunity to alter and implement minor changes in my fence plans. Furthermore, I have not been able to install the driveway gate from the original approval. The extra time would allow approved work to be completed.

Section 13 of the Settlement Agreement requires good faith communication when issues arise. The city has not provided this type of communication.

2. There is a long history here. But the most succinct way to state the grounds is that there is no zoning citation or order to change the gravel conditions in the majority of the non-conformity. The original written complaint described deposition of gravel in a greater area than the City's decision covered. These remaining areas have been the subject of DRB hearings and Environmental Court Appeals and have never yielded a decision requiring them to be altered.

The Zoning Manager is acting in contradiction to what the City Attorney has testified to Superior Court Judges.

Deliberate administrative error by a zoning manager in a permit does not supersede the city's requirements defined by the Settlement Agreements it enters into.



Department of Permitting and Inspections

149 Church Street, City Hall
Burlington, VT 05401-8415
Phone: (802) 865-7188
www.burlingtonvt.gov/dpi

Time Extension Request

Use this form to request a one year time extension on any valid zoning permit.
Permits that were administratively approved can have time extension requests administratively reviewed and there is no fee.
Permits that were reviewed by the Development Review Board, require a public meeting and there is a \$155 fee for this request to cover time and expenses for public notices.

PROJECT LOCATION ADDRESS: <u>164 North Willard St.</u>	
PROPERTY OWNER*: <u>Luke Purvis</u>	OWNER'S REPRESENTATIVE: _____
*If condominium unit, written approval from the Association is also required	
POSTAL ADDRESS: <u>164 North Willard</u>	POSTAL ADDRESS: _____
CITY, ST, ZIP: <u>Burlington VT 05401</u>	CITY, ST, ZIP: _____
DAY PHONE: <u>609-235-5792</u>	DAY PHONE: _____
EMAIL: <u>Lpurvis78@yahoo.com</u>	EMAIL: _____
SIGNATURE: <u>Luke Purvis</u>	SIGNATURE: _____
I am the owner and I duly authorize the owner's representative (if applicable) to act on my behalf for all matters pertaining to this zoning permit application.	

Zoning Permit Number: ZP-21-275

Summary of Approved Permit Description: A settlement agreement and a zoning permit for a fence

Summary of current status of project: Stalled. 172 Property owners claim the fence is on their property but have not filed suit to formalize their claim. Scott Gustaf asserts I am out of compliance with the settlement but has not initiated a zoning enforcement

Please ask for assistance if you have any questions about filling out this form. Call the Zoning Division at 802-865-7188, or visit the office at 645 Pine Street.

Office Use Only

Check No	Amount Paid	Zoning Permit #
action. Kim Sturtevant has stated she would address the settlement clauses made obsolete by the EDO. Kim stated she would have a letter to me by 4/18/2025. She has not delivered this letter or responded to recent emails. I hope 1 year gives City staff the time they need.		



Department of Permitting and Inspections

149 Church Street, City Hall

Burlington, VT 05401-8415

Phone: (802) 865-7188

www.burlingtonvt.gov/dpi

Time Extension Request

Use this form to request a one year time extension on any valid zoning permit.

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Permits that were reviewed by the Development Review Board, require a public meeting and there is a \$155 fee for this request to cover time and expenses for public notices.

PROJECT LOCATION ADDRESS: 164 North Willard St

PROPERTY

OWNER*: Luke Purvis

*If condominium unit, written approval from the Association is also required

POSTAL ADDRESS: 164 North Willard St

CITY, ST, ZIP: Burlington VT 05401

DAY PHONE: 609-235-5792

EMAIL: lpurvis78@yahoo.com

SIGNATURE: Luke Purvis

I am the owner and I duly authorize the owner's representative (if applicable) to act on my behalf for all matters pertaining to this zoning permit application.

OWNER'S

REPRESENTATIVE: _____

POSTAL ADDRESS: _____

CITY, ST, ZIP: _____

DAY PHONE: _____

EMAIL: _____

SIGNATURE: _____

Zoning Permit Number: zp-21-275

Summary of Approved Permit Description: Fence installation permit & Settlement Agreement

Summary of current status of project: Driveway Gate is incomplete, but majority of work is complete.

Both the Fence Permit and Settlement Agreement are stalled and at risk

Please see additional details for summary on the next page.

- Please ask for assistance if you have any questions about filling out this form. Call the Zoning Division at 802-865-7188, or visit the office at 645 Pine Street.

Office Use Only:

Check No. _____ Amount Paid _____ Zoning Permit # _____

Additional Information:

Fence Permit:

The work is largely complete. However, the driveway gate in the original approval remains unfinished. The extension will provide the time needed to complete the work. Secondly, a neighbor installed a fence on our property against our home, and disregarded a utility easement about a year ago. We need to alter the northwest stationary panel of our fence to be a gate so that we can access and maintain our home. We plan to install a walkway to use this gate. The extension request will allow the time to complete that work.

There is a neighbor complaint arising from a boundary line dispute. We have commissioned a survey that includes a significant amount of research about the block. It is still in a preliminary status, but has identified several flaws in the survey provided by the neighbors who submitted the complaint. We are working through the remaining details before it can be released. DRB hearings about other permits related to this boundary line dispute have been delayed so that this survey can be completed and the survey can contribute to an accurate record. The extension will allow that survey to be completed. Granting the extension will be consistent with the actions of the zoning manager's colleague, Garret King, who has delayed hearings on that other permit so the survey can be completed. There are also requests to release information in order to present an accurate record. The Mayor's office is processing this request. Granting the extension will allow those important records to contribute.

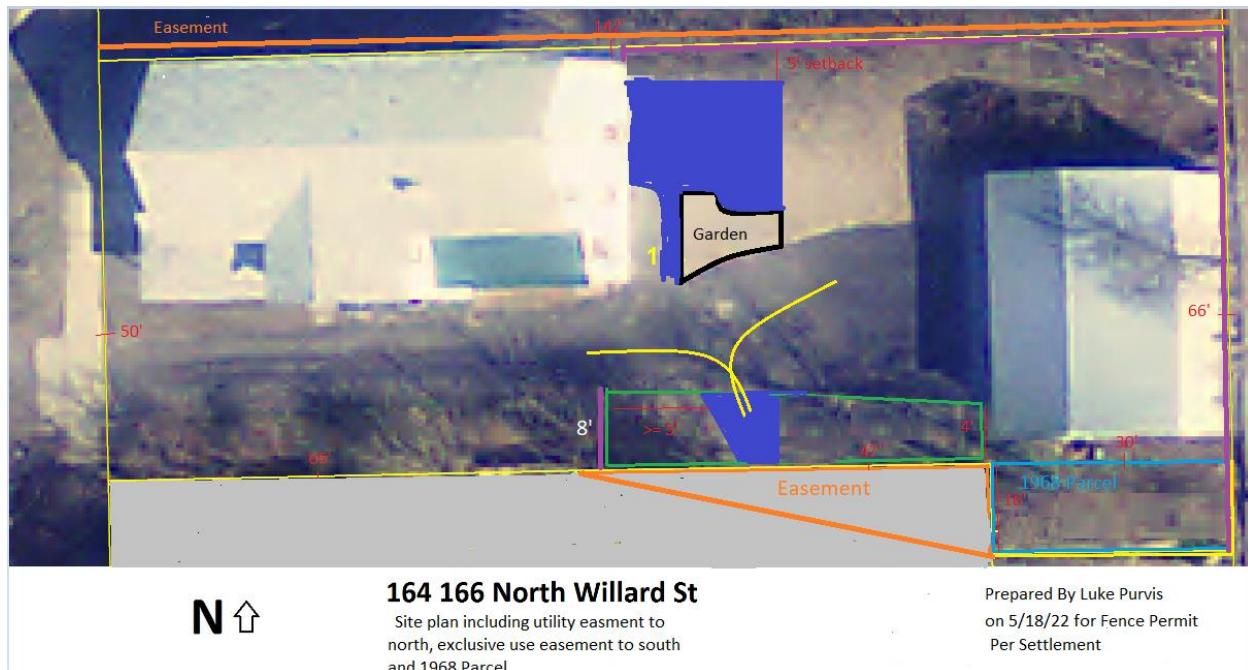
Settlement:

Section 13 of the settlement requires the parties to work together in good faith to resolve issues under the settlement. And section 9c states that I must submit an **accurate** site plan. The zoning manager and city attorney are refusing to allow our family to submit an accurate site plan. They believe I am trying to seek approval through a site plan. They are mistaken. These areas have been identified in previous written complaints and/or had DRB hearings about the associated non-conformity. **No zoning citation has resulted, and no enforceable violation has been issued.** No matter your perspective, this is a well-documented issue that has existed since shortly after the settlement was signed. City Zoning staff simply have not communicated on this issue, in contradiction to section 13. The extension will provide the City staff time necessary to follow section 13, which they are not currently following.

Further, a Where as clause in the settlement restates the city's intentions to administer its ordinance fairly. Instead, in the area known as The Easement, the zoning manager ignores gravel on the ground that zoning records depict as green space. My property was not party to¹ that flawed permit approval which mischaracterized this area as green space to resolve a violation about a unpermitted deck construction before then owner's selling the home. The error from that permit persists, and conditions on the ground do not match the zoning records. There is a written complaint that clearly describes gravel in this area, and no enforceable violation of the Easement. The city was part of an appeal that was prejudicially dismissed regarding the Easement. The settlement's stipulation requiring an accurate site plan in combination with the outcome of that appeal requires the gravel nature of the Easement to be documented in our site plan.

The settlement and fence permit are intertwined. Issues arising from the settlement are causing complexity and delays in the fence permit. We are very worried that the City's handling of the settlement's issues is placing the fence permit approval at risk by not being able to submit an accurate site plan, and we are looking for the good-faith communication stipulated and have asked for extra time so this can occur.

¹ See Motion in Limine which rule against the city's argument that this area was already determined as green space.



This site plan demonstrates the removal of the gravel on the 2' strip and the concrete pad. It includes the turn around spot and the expected footprint of the patio all per the settlement.

The patio includes the modification to respect the 5' setback to north. The patio is roughly 22' along its longest east/west line, and about 16' along the widest north/south line to the garden. Per the settlement an updated site plan will be submitted post the work. Final dimensions will be provided.

The turnaround spot acknowledges offset requirements from the house and will not exceed dimensions from settlement.

The site plan includes the exclusive use easement and 1968 parcels which contain compacted gravel. The history of these areas has been clearly and abundantly documented.

**Joseph Dempsey**

To: Luke Purvis >

10:44 AM



RE: Public Records Act Appeal Response

Good morning,

I am very busy lately but I will get an estimate on time by the end of tomorrow. As for the complaint process, Part 7 of the CDO addresses enforcement, linked here: <https://www.burlingtonvt.gov/DocumentCenter/View/2503/Administrative-Mechanisms-PDF?bidId>

I have attached the enforcement protocol which has some dated department names but the process is still the same.

Thank you,
Joe

--

Joseph Dempsey
Public Information Officer
City Attorney's Office
The City of Burlington, Vermont
jdempsey@burlingtonvt.gov

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

From: Luke Purvis <lpurvis78@yahoo.com>
Sent: Wednesday, June 11, 2025 9:53 PM
To: Joseph Dempsey <jdempsey@burlingtonvt.gov>
Subject: Re: Public Records Act Appeal Response

[WARNING]: This email was sent from someone outside of the City of Burlington.

Please proceed.
Can you estimate time to completion?

What did DPI have to say?
Thanks
Luke
Sent from my iPad





Attachments

Guests (0)

- ✓ Issue Permit
- ✓ Application Complete
- ✓ Administrative Decision
- ✓ Administrative Appeal
- ✓ Appeal Process
- ✓ Zoning Permit
- ✓ **Permit Expiration**
- ⓘ Compliance Inspection
- ⓘ Close Permit



Luke Purvis

May 28, 2025 at 11:50 am

Scott,

I kindly ask that you be a responsible steward of city resources. Some of your colleagues have recently lost their positions.

Please perform your duties efficiently by answer the following valid zoning questions, so that this dispute may progress using the record available. I have asked many times over a long period of time. Most recently, I asked earlier this morning. Asking valid zoning questions is not harassment. Citing your record is not harassment. You and Kim Sturtevant not telling the truth over and over to the DRB and applying different standards at my property than at my neighbors property about my property is the only harassment that is occurring here. I am working to end your harassment and bring transparency and consistency to your office, by asking substantive zoning questions. I will be posting this comment along with your responses or lack of response to the Mayors office to accompany my request for privileged Information, As I am in the appeal period, please provide these answers no later than Friday May 30th by EOD.

1) Provide the sections of the settlement that you are accusing me of not following. You as the zoning manager have accused me of wrong doing multiple times. I insist you provide specifics to back up your claims.

2) provide the reasons why you approved a document that is not a site plan as a site plan in zp-21-275 as part of the settlement? Instead of communicating in good faith like the settlement requires you chose to plunge us back into conflict by making deliberate error by approving the wrong document.

3) please provide the enforceable violations or any orders to modify the areas known as the easement and 1968 parcel. Without these, your actions in 3) were completely unwarranted given that both areas have been in written complaints and/or in front of the DRB. By your actions you have replaced the word "accurate" in 9c of the settlement with the word "inaccurate" without authority to do so.

4) Please provide the sections of the CDO that discuss site plans accompanying permits.

To: Development Review Board

From: Luke Purvis and Christina Lauterbach, 164 North Willard Street

Re: ZAP-25-4 – Appeal for Accurate Site Plan and Reversal of Extension Denial (ZP-21-275)

*****DRAFT ***** This is incomplete due to not having time to incorporate City Records, allowing surveyors to resolve differences. We believe it should be the City's responsibility to accurately depict its own decisions.

Dear Members of the Development Review Board,

We respectfully request that the DRB grant our appeal of administrative decisions related to ZP-21-275, including the reversal of our extension denial and the acceptance of an accurate site plan consistent with the 2022 settlement agreement and City Enforcement to date..

Our appeal focuses on three primary issues:

1. The Zoning Manager's refusal to accept an accurate site plan that truthfully reflects site conditions, despite being required by the settlement, and no enforceable violation regarding lot coverage in an area the City has thoroughly investigated.
2. The denial of a permit extension, even though we faced active boundary disputes, shifting standards, and delays beyond our control.
3. The City's failure to acknowledge its own enforcement history and shifting interpretations which now prevent resolution and compliance.

These issues are distinct from an earlier violation for parking use in an adjacent area (also known as the 2-foot strip from previous hearings). We are not contesting that violation. Rather, we are asking:

What happens to the areas within the nonconformity that were reviewed, discussed, and subjected to a written complaint investigation, but never received lot coverage violations?

The accurate site plan portion of this appeal seeks to resolve that question by requiring consistency in enforcement history and honoring the settlement's original terms.

1. The Settlement Requires an Accurate Site Plan

ZP-21-275 includes conditions referencing a 2022 settlement agreement. Section 9(c) of that agreement obligates us to submit an accurate site plan. We did so. The site plan reflects conditions on the ground, neighbor testimony, and prior enforcement outcomes. It contained no new construction or development. Yet the Zoning Manager rejected our site plan without

explanation, replacing it with a document that is not a site plan. This decision prevents us from meeting our obligations under both the settlement and the permit.

The Zoning Manager's justification for his action is that the unapproved areas were outside the scope of the settlement. However, their relevance stems from their inclusion in the original complaint, inclusion in the initial investigation, and the City's decision, based on the complaint, not to issue a violation.

The City's enforcement team previously investigated these same areas and chose not to issue a lot coverage violation. That is a meaningful and enforceable decision, and it should guide future interpretations of what "accuracy" means in the context of this site plan. If the City believes these areas to be green space, then why did the enforcement team act inconsistently with that belief by not issuing a lot coverage violation from the written complaint?

Furthermore, in the ZP-21-275 permit chat, the Zoning Manager clearly states our allowed lot coverage is 66.9%. This number is nearly identical to the coverage calculations we have been consistently providing since the original written complaint was submitted. This alignment further confirms that no lot coverage violation was issued at any point, reinforcing our position that the 2014 enforcement focused exclusively on parking use. The rejection of our accurate site plan, despite falling within the acknowledged threshold, shows a shifting and selectively applied standard, undermining both the settlement's intent and basic procedural fairness.

This appeal underscores a core concern: despite extensive attention from City staff, there is no enforceable lot coverage violation issued for the area in question. While the Zoning Manager may claim the areas are not recognized as either legal or unenforceable nonconformities, their review under the City's own enforcement process, and the decision not to issue a violation, is, in itself, a significant determination and central to our enforcement experiences.

See Attachment A: Submitted site plan and substituted City document, and allowed lot coverage, and allowed lot coverage chat comment

See Attachment C: Complaint with City Decisions - showing original intentions

See Attachment G: Appeal regarding this approval, #19-0167CA, withdrawn by another applicant during ongoing parking-use dispute; documents lot coverage inconsistencies. This provides final decisions to support why the easement is depicted in my site plan. Importantly, section 5.3.5(A) specifically allows maintenance of Non Conformity.

See Attachment H: Site Plan from 2019 to this DRB showing gravel in the Easement and 1968 Parcel

2. Shifting Standards Undermine the Settlement

After the settlement was signed, the Zoning Manager stated that parking use was "largely irrelevant" to the area's conformity in a 2022 (ZAP-22-3). This contradicts a decade of effort and expense by our family responding to a parking-use violation.

This shift in interpretation from use-based to lot coverage-based nonconformity creates a position that is impossible to comply with. It appears the Zoning Manager's shift began around the second DRB decision about this same nonconformity in 2019 (Appeal #19-0474DT). In that hearing, we requested that the City recognize the legal nonconforming use of the 2' strip controlled by the original decision. The City staff and DRB stated this was not proper and excluded the question from our appeal, thereby leaving the original decision unalterable.

The settlement was structured to resolve the original use-based dispute. Now that the standard has changed post hoc, the same physical area is being reinterpreted under a new framework that the prior settlement doesn't address.

Notably, in 2015, the Code Enforcement Officer conducted an investigation and stated in writing: "Follow-up inspections were conducted; with you at the property and in the Code Enforcement Office. Code Enforcement Staff found no parking on your property during the months of September, October, and November."

Yet in the 2022 staff report for ZAP-22-3, the Zoning Manager states: "Whether these areas are used for parking vehicles or turning around is largely irrelevant. Whether these areas physically encroach into setbacks and contribute to excessive lot coverage is pertinent."

This reveals a significant shift in interpretation, redefining the standard from parking use to physical lot coverage. Furthermore, in the same staff report, the Zoning Manager states in reference to ZP-21-560: "That determination was adverse as to the pre-existing nonconforming status of the gravel to the south of the barn," also known as the 1968 Parcel. Yet that decision did not conclude with any enforceable violation of lot coverage. Based on the new standard now applied, a review of this hearing shows it was prejudiced by the City's intermixing the original parking-use violation logic instead of applying the lot coverage analysis. The outcome, a decision with no enforceable violation or order to remove the gravel in the 1968 parcel, shows the danger of combining incompatible standards retroactively.

The result of this is a family trying to complete a simple fence and patio project is caught between competing standards and a settlement that no longer resolves the full scope of the dispute.

See Attachment B ZP-21-11 Excerpt - Denial of original Fence Staff Report showing loss of specificity and precision by the Zoning Manager as to what the 2014 decisions stated.

3. Extension Denial Ignores Justified Delays

Our extension request was denied with the explanation that there was "no reason for an extension." That ignores several facts:

- We were still resolving an ongoing boundary dispute, as documented in complaints and surveyor correspondence, guidance about how to handle the concrete pad removal specified in the settlement was requested but not received. Emails containing questions went unanswered.
- The Button Survey, which supports our plan, had not yet been completed.
- We had not yet obtained over 1,000 pages of public records relating to zoning enforcement at our property. Much of history predates the current Permit Information System, making it harder to retrieve historical records.
- City staff were not communicating in Good Faith like Settlement 13 requires. Zoning questions asked in emails to City Staff on March 28 and 31, 2025, still have not been answered. Questions about what to do with the concrete pad while there is a boundary dispute have not been answered, from about a year ago. Questions asked to provide the sections of the CDO about site plans in order to compare the CDO language with Settlement language have never been fulfilled.

These are clear, documented barriers to completion.

Other residents have received permit extensions and even post-approval modifications (see ZP-23-560), yet our request was dismissed without discussion. Specifically, we a proposed minor alteration to add a walkway in ZP-21-275 was denied, while the same change was allowed in ZP-23-560. Both requests came after the permit approval.

See Attachment D: Denial of extension email.

Attachment E: Email thread, documenting larger dispute. March 28 and March 31, 2025 emails list unanswered zoning enforcement questions relevant to ZAP-25-4.

See Attachment F_ Post Approval Modifications at 172 North Willard

4. Unanswered Questions and Incomplete Enforcement

We have repeatedly asked City Staff to explain their actions in response to the 2014 written complaint. That complaint included two properties, yet only one received a violation. Our questions are:

- Why did a complaint alleging violations on two properties only produce a decision about one?

- What about the second enforcement action, Appeal #19-0474DT, initiated by the City—why was no lot coverage violation issued there either?
- What about the multiple SeeClickFix tickets I have submitted requesting that the city address the gravel on the Easement?
- If gravel on the easement was investigated and no lot coverage violation issued, how can that condition now be the basis for a denial of an accurate site plan?

There have been multiple opportunities since then for the City to issue a lot coverage violation. They did not. The City cannot now treat those same areas a violation simply because the standard has shifted. Selective enforcement and retroactive reinterpretation of history undermine the public's trust.

See Attachment E: March 2025 email thread with unanswered questions. Specifically March 28, 31 of 2025

5. Relief Requested

We believe our long-term actions reflect sustained good-faith efforts to comply with evolving standards, despite inconsistent communication and the City's failure to provide timely answers or support. Based on these efforts and the facts at hand, we respectfully ask the DRB to:

- Grant this appeal and reverse the denial of our permit extension.
- Direct the Zoning Administrator to accept our accurate site plan, consistent with the 2022 settlement and enforcement history never issuing an enforceable violation about lot coverage. Here is an [external link](#) for more information about the Accurate Site Plan area.
- Confirm that shifting standards should not be used to reinterpret settled matters or justify the denial of basic procedural rights.
- Reaffirm the City's obligation to provide clear and consistent standards and to respect the outcomes of past decisions.

Thank you for your time and consideration.

Sincerely,
 Luke Purvis and Christina Lauterbach
 164 North Willard Street

Attachment Index

- **Attachment A:** Submitted site plan, substituted City document, and zoning manager's chat noting 66.9% allowed lot coverage.
- **Attachment B:** Zoning Manager's email indicating shift from use-based to lot coverage-based enforcement.
- **Attachment C:** 2014 written complaint, original zoning decisions, and investigation into parking use.
- **Attachment D:** Our request for an extension and the City's denial with stated reasons.
- **Attachment E:** Email thread, documenting larger dispute. March 28 and March 31, 2025 emails list unanswered zoning enforcement questions relevant to ZAP-25-4.
- **Attachment F:** ZP-23-560 post-approval modifications granted at 172 North Willard, demonstrating inconsistent treatment.
- **Attachment G:** Appeal regarding this approval, #19-0167CA, withdrawn by another applicant during ongoing parking-use dispute; documents lot coverage inconsistencies.
- **Attachment H:** Site Plan from 2019 to this DRB showing gravel in the Easement and 1968 Parcel

Attachment Index: ZAP-25-4: Request for Accurate Site Plan and Extension

- **Attachment A (page 1):** Submitted site plan, substituted City document, and zoning manager's chat noting 66.9% allowed lot coverage.
- **Attachment B (page 7):** Zoning Manager's email indicating shift from use-based to lot coverage-based enforcement.
- **Attachment C (page 8):** 2014 written complaint, original zoning decisions, and investigation into parking use.
- **Attachment D (page 16):** Our request for an extension and the City's denial with stated reasons.
- **Attachment E (page 20):** Email thread, documenting larger dispute. March 28 and March 31, 2025, emails list unanswered zoning enforcement questions relevant to ZAP-25-4.
- **Attachment F (page 40):** ZP-23-560 post-approval modifications granted at 172 North Willard, demonstrating inconsistent treatment.
- **Attachment G (page 50):** Appeal regarding this approval, #19-0167CA, withdrawn by another applicant during ongoing parking-use dispute; documents lot coverage inconsistencies.
- **Attachment H (page 52):** Site Plan from 2019 to this DRB showing gravel in the Easement and 1968 Parcel

Description of Below: Below shows the site plan that we submitted with ZP-21-275 and then what the zoning manager approved as the site plan.

Site Plan that We Submitted(Page 2 of this attachment):

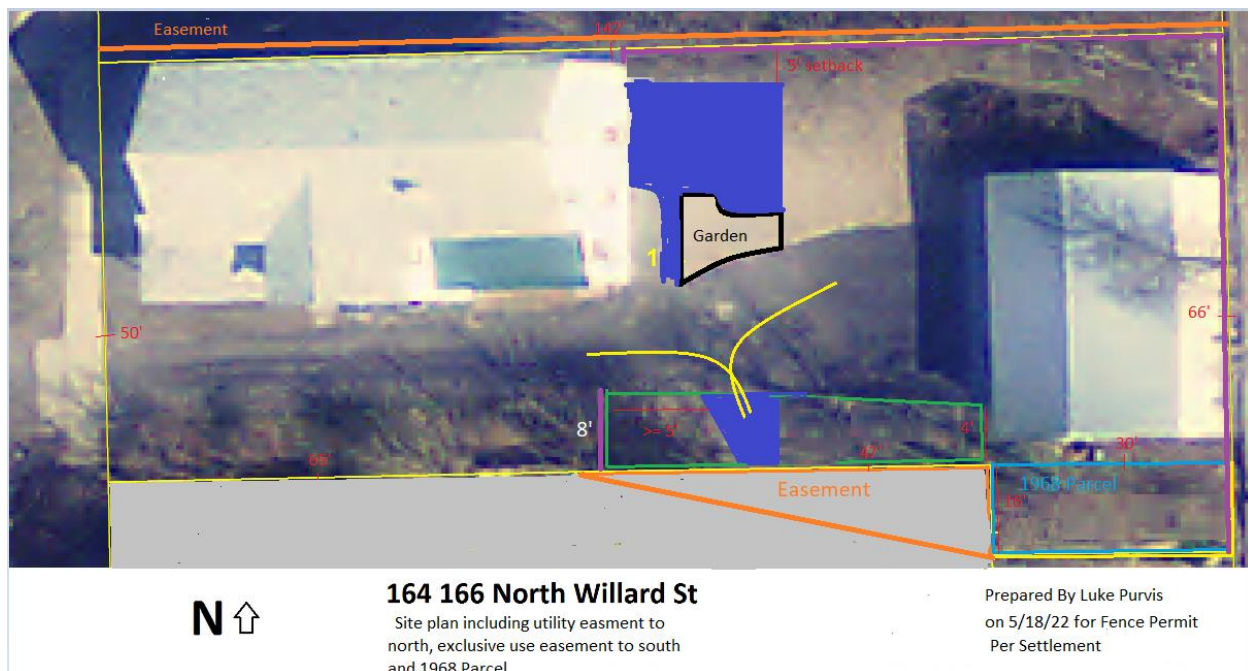
We understood this site plan to be the starting point of good faith communication. We didn't do a lot coverage calculation yet at this point. Instead we described the gravel on the easement and 1968 parcel. To understand why we did this, the board must understand this fence was delayed 3 years over the very same questions. What is the nature of the Easement and 1968 Parcel. Even though the Zoning manager and I had been disagreeing about the proper characterization of those sites for many years, the settlement that authorized the fence in ZP-21-275 did not require the easement or 1968 Parcel gravel to be altered. I was anticipating the good faith communication called for in settlement 13 to address these areas but instead received unilateral zoning action intended to deprive fair process and contradictory to the enforcement in the 2014 written complaint.

Site Plan that was approved in ZP-21-275 and is being used as the accurate site plan to satisfy "Accurate site plan" in 9c of the settlement (Page 3 and beyond of this attachment): This document is clearly labeled "Coverage Offset" , and is specific to provision 9c in the settlement requiring 'net lot coverage will not increase'. It does not contain the coverage calculation required for site plans nor the accurate condition in The Easement or 1968 Parcel.

Additionally, we have submitted an excerpt of the chat from this permit with the zoning manager.

In there, you can see the request to show no new net lot coverage from the zoning manager directly preceding my creation and submission of this document.

Most importantly, you can see the zoning manager states my allowed lot coverage is 66.9%. 66.9% is the approximate lot coverage I have been submitting since receiving the written complaint. That the zoning manager would use this same number is further confirmation that no lot coverage violation actually existed in this non-conformity.



This site plan demonstrates the removal of the gravel on the 2' strip and the concrete pad. It includes the turn around spot and the expected footprint of the patio all per the settlement.

The patio includes the modification to respect the 5' setback to north. The patio is roughly 22' along its longest east/west line, and about 16' along the widest north/south line to the garden. Per the settlement an updated site plan will be submitted post the work. Final dimensions will be provided.

The turnaround spot acknowledges offset requirements from the house and will not exceed dimensions from settlement.

The site plan includes the exclusive use easement and 1968 parcels which contain compacted gravel. The history of these areas has been clearly and abundantly documented.

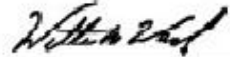
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1			Coverage Offset by modifying patio, adding turnaround spot, removing slab, removing 2' strip												
2	Coverage Description	Add/Subtract	Calculation	Coverage Multiplier	SQFT Coverage					Purple lines denote proposed fence locations.					
3										Area in Redbox of patio is the additional coverage from the Patio ReConfig					
4															
5	Slab	-	5'*6'		30										
6	2' Strip	-	(47'*4') + (.5*4'*47')		282										
7	Patio w/in Setback	-	5'*16'		80										
8					392	Total Sqft Removed									
9															
10	Reconfiguration of Patio:	+	7'x18'		136										
11	Turnaround Spot	+	7.5'*8'		30										
12					166	Total Sqft added									
13															
14															
15					226	Net SQFT removed									
16															
17															
18															

-NOTE-

ANY MODIFICATION OR DEVIATIONS FROM THESE PLANS REQUIRE ZONING APPROVAL PRIOR TO CONSTRUCTION. ALL ERRORS IN DIMENSIONS, PLANS, OR DETAILING ARE FULLY THE RESPONSIBILITY OF THE APPLICANT/OWNER.

FINAL APPROVAL

SIGNED



DATE

5/26/2022

ZONING PERMIT #

ZP-21-275

REVIEWED BY

SG

DEPARTMENT OF PERMITTING & INSPECTIONS

BURLINGTON VERMONT



164 166 North Willard St

Site plan including utility easement to north, exclusive use easement to south and 1968 Parcel

Prepared By Luke Purvis
on 5/18/22 for Fence Permit
Per Settlement

For fence location, patio, and green space & vehicle turn-around at 164 North Willard St only

164 North Willard St. - Proposed Fence Project

Materials and Style Representation

The fence shall be constructed of pressure treated posts and eastern white cedar boards with a gap for airflow and focus on privacy. This picture was chosen to show how the fence would taper from full height for privacy on Dan's Ct, to a shorter height for most of the run along the boundary to 172 North Willard.



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BURLINGTON
PERMITTING & INSPECTIONS

See page below for dimensional information.

164 North Willard St. - Proposed Fence Project

Installation Plan and Materials

Install an 8' foot tall horizontal cedar fence on the eastern boundary along Dans Court. Good side will face Dans Ct. The bottom of the fence panel will begin at the curb height of Dans Ct. There will be a gate on the south side of the barn to allow continued access to Dans Court.

- 6"x6" and 4"x6" pressure treated posts
- 1x3, 1x6 Eastern White Cedar for horizontals
- Concrete footings
- Gate – to the south of the barn

Install horizontal cedar fence along the current fence line between 164 and 172 North Willard St. This fence will be good both sides. The Fence will have 8' height where it meets Dans Ct. and taper down to 4' height for most of the run and then increase up to 8' at the house for privacy entering and exiting back doors.

- 4"x4" pressure treated posts, cedar clad
- 1x3 and 1x6 Eastern White Cedar for horizontals
- Compact gravel footings

Install perpendicular fence spur from the 158 North Willard border with horizontal cedar planks, 6' tall, with driveway gate at the easterly line of the main 164 North Willard house to complete a fenced enclosure for 164 North Willard back yard.

- 4"x4" pressure treated posts
- 1x3 and 1x6 Eastern White Cedar for horizontals
- Concrete footings
- Gate to cross driveway

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**Scott Gustin**

May 26, 2022 at 2:40 pm

Zoning application denial reversed with a zoning application approval May 26, 2022 per April 4, 2022 settlement agreement and following submission of updated site plan.

**Scott Gustin**

May 25, 2022 at 10:07 am

Hi Luke. I've looked over your updated site plan along with the recent settlement agreement. I don't see any lot coverage info as required by Sec. 9 c of the agreement. In looking through the records for this property, it looks like existing lot coverage is ~66.9%. The s
no net increase in lot coverage (i.e. as much or more lot coverage is removed as is created by the patio).

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>

**Scott Gustin**

Apr 6, 2022 at 8:53 am

Good morning Luke. I've checked with the city attorney's office and have confirmed that, yes, a revised site plan per item 6) of the agreement is needed in order to issue the fence permit.

Attachment B ZP-21-11 Excerpt - Denial of original Fence Staff Report showing loss of specificity as to the prior decision being specific to parking use.

TO: Development Review Board
FROM: Scott Gustin
DATE: July 20, 2021
RE: ZAP-21-11; 164 North Willard Street

Note: These are staff comments only; decisions on projects are made by the Development Review Board, which may approve, deny, table or modify any project. **THE APPLICANT OR REPRESENTATIVE MUST ATTEND THE MEETING.**

Zone: RL Ward: 1E

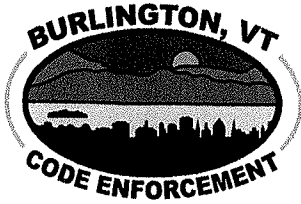
Owner/Appellant: Luke Purvis

Request: Appeal of administrative zoning denial of zoning application 21-0749FC to install a fence and related gates.

Overview:

The appellant is seeking approval to install a fence. The zoning application for the requested fence was denied and has been appealed.

This property has an extensive history of litigation focused on unpermitted parking areas to the north and south of the paved driveway and on the use of the residence. The most recent litigation, an appeal of an adverse determination seeking recognition as a pre-existing nonconformity or as an unenforceable zoning violation for both parking areas and the triplex use, resulted in permission for a duplex use and a requirement to remove and re-grass the northern unpermitted parking area. Prior litigation had found that the southern unpermitted parking area was not an unenforceable zoning violation. Neither unpermitted parking area has been recognized as a pre-existing nonconformity or an unenforceable zoning violation. No litigation remains pending.

**CODE ENFORCEMENT OFFICE**

645A Pine St, PO Box 849

Burlington, VT 05402-0849

Phone: (802) 863-0442**Fax: (802) 652-4221****ZONING ENFORCEMENT COMPLAINT FORM**

Use this form to record and report possible Zoning violations or concerns related to any zoning issue you observe. Mail or return this signed form to the Code Enforcement Office. Include your name, address, and a daytime phone number where you can be reached should we require additional information.

Pursuant to Article 19, Section 19.1.5 of the Burlington Zoning Ordinance, zoning complaints are investigated upon receipt of a signed complaint alleging a violation of the zoning ordinance. All complainant information is kept confidential by our office consistent with Section 19.1.5.

Please note: In the absence of a signed complaint, a concern will be acted upon at the discretion of the Department Director, and only as time allows. No follow-up information can be provided in the absence of a signed complaint form.

Violation Property Address: 164 North Willard St.
 Location of Violation at the Site: N & S sides of driveway in rear | Also visible from Dan's Ct.
 Date and Time of Alleged Zoning Violation: New parking constructed March 2013
Parking ongoing esp. since April/May 2014
on lawn

Alleged Zoning Violation

- ☐ Construction without an approved Zoning permit
- ☐ New Business (change of use) without an approved Zoning Permit
- ☐ Change in Number of Units (change of use) without an approved Zoning Permit
- ☐ Occupancy without a Zoning Certificate of Occupancy
- ☒ Expansion of parking area without an approved Zoning Permit
- ☐ Exterior changes without an approved Zoning Permit: (Please circle type: new/alterd sign, new fence, retaining wall, exterior lighting, large (> 24 inch) satellite dish/ antennae, other _____)
- ☐ Demolition without an approved Zoning permit
- ☐ Site improvements, excavation or fill without an approved Zoning permit
- ☐ Subdivision without an approved Zoning permit
- ☐ Unmet Conditions of Approval / Property Inconsistent with approved plans
- ☒ Other change of use or expansion of use without approval (Please describe on back of this form)

Additional information: See attached letter

Name (Please print legibly): Joseph Cleary

Address: 158 N. Willard St.

Phone (daytime) / email: 802 310-4666 joetree@burlingtontelecom.net

Complainant Signature: [Signature] Date: 6/30/14

Joseph Cleary

158 N. Willard St.
Burlington, VT 05401

T 802 865-3705

cell: (802) 310-4666

joetree@burlingtontelecom.net

June 30, 2014

To Whom it May Concern,

I am writing to report on parking construction activity at #164 N. Willard St. as well as related violations of city code--parking on lawn/grass, and parking on another's premises. The recent history of this land is as follows:

The previous owner, Hector LeClair constructed new parking on March 7, 2013, without a permit, on both the North and South sides of his existing blacktop driveway. The southern portion of the new parking spilled onto an easement, which we own, to which #164 has rights of ingress and egress. Mr. LeClair ignored our request that he not deposit gravel on the easement. At this time, he was trying to sell the house, and we voiced our concerns to the probable owner (Luke Purvis) who now owns the house/lot. For a year, we have tried to work with Mr. Purvis to address the parking issue and the continued expansion of parking onto grass. He insists that the parking is part of the "historic" use of the land (the easement). He has stated that to prove these rights, he must make this portion (south of the paved driveway) the primary parking for his vehicle and that of his tenant. In fact, his parking usage goes beyond the gravel pad, further onto the grass of our land, even though the paved driveway stands empty. He has refused any compromise which makes use of city guidelines for parking (% of impervious surface, setback to our fence, minimum area for a parking space etc.). In the year before Mr. Purvis purchased the house, before the gravel was deposited on the lot, this area of grass was never used as parking. The parking has developed in 2 stages: Deposition of gravel (3/7/13, 4-6 truckloads; marble chips, then dirty gravel, to resemble dirt), and the change of use to parking (Mr. Purvis and his tenant in April/May 2014). He has stated that he is now planning to put more gravel on the south side of the driveway, and on the easement, and he has placed black plastic on the ground to kill the grass in preparation. The gravel deposited in 2013 is already eroding, the soil is being compacted, and we are seeing standing water; increased runoff in this area, which flows toward our property.

We understand, that as a multi-family dwelling, our neighbor has needs for off street parking, but we ask that the city review this change-of-use, and determine whether in fact Mr. Purvis and his tenants can develop and park on grass, on an easement--land to which he has rights of ingress and egress, but does not in fact own, while his own ample driveway remains empty. We have exhausted the neighborly communication on which we have relied, and we now ask the city to take any appropriate action to remedy the situation.

Sincerely yours,

Joseph Campanella Cleary

If you need to contact us,
pls use email. We will be away
for several weeks in July.

-thx

P.S. We have no problem with the additional parking north of Mr. Purvis' driveway, but the new parking on the south side is very troubling.



CODE ENFORCEMENT OFFICE

645A Pine St, PO Box 849
Burlington, VT 05402-0849

VOICE (802) 863-0442

FAX: (802) 652-4221

January 29, 2015

LUKE PURVIS
164 NORTH WILLARD ST
BURLINGTON, VT 05401

RE: Complaint # 275063 Located at 164 North Willard Street

Dear LUKE PURVIS:

On September 22, 2014, a notification letter was mailed informing you that the Code Enforcement Office received a complaint regarding *expansion of the parking area at the above address without a permit; see attached photo.*

Follow-up inspections were conducted; with you at the property and in the Code Enforcement office. Code Enforcement staff found no parking on your property during the months of September, October and November. After reviewing the affidavits submitted in response to the complaint, they have been found inconclusive to determine that the 15-year enforcement statute of limitations is applicable on your property. An additional inspection was conducted on January 28, 2015 and no parking was found within the easement.

Note that any determination regarding parking on your property has absolutely no effect on the easement rights of property owners as these are private property agreements of which the City is not a party.

All disturbed areas, as a result of previous parking, must be restored to green space by May 1, 2015; to conform to coverage allowances and respect of the setback.

The above is a decision of the Zoning Enforcement Officer, designee of the Burlington Zoning Administrator, and may be appealed to the Development Review Board in accordance with the provisions of Comprehensive Development Ordinance (CDO) Sec. 2.7.11 and 12.2.2 provided that such appeal is filed within fifteen (15) days of January 29, 2015, date of this decision, and accompanied by the appropriate fee (\$250.000) in accordance with Sec. 3.2.4 (a) of the CDO. Appeal application shall be filed with the City's Planning and Zoning Office (City Hall, 149 Church Street) by 4 pm on February 13, 2015; an appeal is not perfected until the fee is received.

Please feel free to contact me at (802) 864-8518 or jfrancis@burlingtonvt.gov if you have any questions or concerns.

Sincerely,

Jeanne Francis
Zoning Specialist

Enclosure: Photo dated November 10, 2014 of area in question – no parking

Cc: Nicole A. Killoran, Esq.
Joseph Cleary, property owner 158 No Willard St



No parking found. Area damaged by previous parking shall be restored by May 1, 2015.

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APR 24 2015

COLCHESTER

Burlington Development Review Board
149 Church Street
Burlington, VT 05401
www.burlingtonvt.gov/PZ
Telephone: (802) 865-7188
(802) 865-7195 (FAX)

Austin Hart, Chair
Missa Aloisi
Alexander J. LaRosa
Michael Long
Brad Rabinowitz
Israel Smith
Jonathan Stevens

Alexandra Zipparo, (alternate)
Jim Drummond, (alternate)



**Burlington Development Review Board
Findings of Fact
Deliberative Hearing Monday, April 13, 2015**

Board Members Present: Jonathan Stevens (Vice Chair), Brad Rabinowitz, Michael Long, Israel Smith, Missa Aliosi

Staff members present: Ken Lerner

File: ZP15-0797AP

Location: 164 North Willard

Zone: RL **Ward:** 3

Date appeal accepted: February 13, 2015

Appellant/Owner: Nicole Killoran, Esq. /Luke Purvis

Request: Appeal of Code Enforcement Officer's January 29, 2015 "Unsubstantiated Complaint" determination that parking, along the southern boundary of Property, has been expanded.

For clarification, decision issued to Appellant on January 29, 2015 only pertains to the Property at 164 North Willard. The "easement" referred to frequently in documents is located on part of the adjacent property at 158 North Willard Street. Thus, the expansion of parking referred to in the Appellant's decision refers to a strip of land, approximately 2' (w) x 60' (l) on the south side of the driveway and north of the easement on the adjacent property(see attached drawing).

APPLICABLE REGULATIONS:

Sections 2.7.11, 12.2.2, and 5.3.2 of the Comprehensive Development Ordinance (CDO); appeal indicates Appellant will argue 24 V.S.A. § 4454 (a).

RELIEF REQUESTED BY APPELLANT:

That the board reverse Code Enforcement Office's decision and find that the parking area constitutes an unenforceable violation pursuant to 24 V.S.A. § 4454 (a).

GROUND FOR RELIEF BY APPELLANT:

Appellant provided documents of Property history and parking use arguing 15 years statute of limitations for enforcement.

APPELLANT'S SUBMITTALS:

- February 27, 2015 Summary of Appeal
- January 29, 2015 Decision – Exhibit 1
- 2000 Property Lines – Exhibit 2

- Statement of Historical Usage for 164 North Willard St. – Exhibit 3
- 1988 Ortho Photo – Exhibit 4

CITY's SUBMITTALS:

- Appeal
- January 29, 2015 Decision
- February 4, 2015 Decision
- Affidavits submitted by Property Owner Cleary (158 North Willard St)
- Affidavits submitted by Property Owner Purvis (164 North Willard St)
- Aerial Photos of Property (164 North Willard St)
- Drawing of the two Properties indicating approximate location of easement
- Photos dated September, October, November and January.
- Complaint

Background:

A written complaint was submitted to the Code Enforcement Office on June 30, 2014; "North and south sides of driveway in rear has new parking constructed March 2013, parking on lawn ongoing especially since April/May 2014 (also visible from Dan's Ct.)."

Code Enforcement Office staff followed up with numerous meetings and correspondence with the parties. A number of site visits and monitoring were conducted at the Property, as well as, research of City records, review of aerial photos and supporting documentation from Appellant and neighbor. Between September 10, 2014 and January 2015 Code Enforcement staff did not observe any parking south of driveway at 164 North Willard.

In response to the complaint the previous owner of 164 North Willard, Hector LeClair, wrote that he purchased the Property in 1966. He stated two of the three dwelling units of Property were rentals while the third acted as an office (see attached affidavit – although there are no permits on record for an office use at 164 North Willard). According to the affidavit, parking was never assigned (still isn't), tenants, clients, and Mr. LeClair (who lived in Essex) parked wherever there was a space available.

There are no City records on file indicating location or number of parking spaces at 164 North Willard.

In 1983 Mr. LeClair, as supported by testimony, obtained easement rights from "property to the south" (158 North Willard) to be used for "ingress and egress and for all other lawful purposes". LeClair indicated that parking had occurred within the easement for a period of 15+ years, until 2013.

Since Appellant's purchase of 164 North Willard in 2013, he states there has been parking within the easement.

This contention is refuted by neighbor Cleary, who purchased 158 North Willard in 2012. Mr. Cleary denies Appellant's statements and states that "... between July, 2012 and April of 2014, a period of approximately 19 months, or ONE year and 7 months, the easement was never used for parking vehicles. In addition, I [as owner of 158 North Willard] never gave consent for cars to be parked on this [easement] area". See attached drawing indicating approximate location of easement.

A review of City records revealed no zoning permits were on file for Property.

Evidence Presented:

The Board examined the materials submitted in support of this request.

I. Minutes

The meeting minutes will be distributed separately upon review and approval by the Development Review Board.

II. Motion by Israel Smith: In the matter of ZP15-0797AP, 164 North Willard, I move we uphold the determination of no violation by the Code Enforcement Office per the following findings, and highly recommend that the owner of 164 North Willard submit a parking plan with lot coverage as it appears an expansion of parking has occurred on the north side of the driveway:

III. Findings

DETERMINATION:

Based on the research conducted, information provided, including but not limited to statements by the owner of 158 North Willard and on-site observations by Code Enforcement it was determined that the violation complaint was unfounded as parking in the area at issue had ceased. Further, as the parking had ceased for a period in excess of 60 days, Appellant lost any potential claim to reestablishment or the 15 year statute of limitation. See CDO Sec. 5.3.2 below. This determination was issued on January 29, 2015 and is the subject of the appeal. Note that this determination only addresses parking south of the driveway.

CDO Sec. 5.3.2. "Bianchi" controlled uses, structures, and lots.

Although not subject to enforcement action pursuant to Article 2, uses, structures, and lots which are deemed to be controlled by the Bianchi decision, and the subsequent enactment of 24 VSA Sec. 4454, shall be considered violations that are not considered legal to any extent and shall in no event be granted the consideration or allowances of nonconforming structures, uses, and lots. Thus, no change, alteration, enlargement, and reestablishment after discontinuance for more than sixty (60) days or reconstruction after an occurrence or event which destroys at least 50% of the structure in the judgment of the city's building inspector shall be permitted, except to a conforming use, structure, or lot.

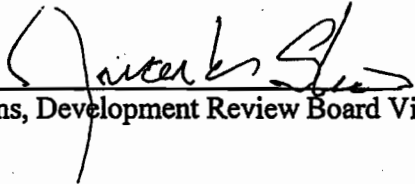
Second: Missa Aliosi

Vote: 5-0-0

Vote: motion carried

Dated at Burlington, Vermont, this 21 day of April, 2015.

Respectfully Submitted,



Jonathan Stevens, Development Review Board Vice Chair

Please note that an interested person may appeal a decision of the Development Review Board to the Vermont Superior Court, Environmental Division. (Comprehensive Development Ordinance Article 12, Section 12.2.3 Appeals of Development Review Board Decisions: An interested person may appeal a decision of the Development Review Board to the Vermont Environmental Court within 30 days of the date of the written decision as follows:

(a) Notice of Appeal: The appeal shall be taken in such a manner as the Supreme Court or the environmental court may by rule provide for appeals from state agencies governed by Sections 801 through 816 of Title 3, Vermont Statutes Annotated. Notice of the appeal shall be sent by mail to every interested person appearing and having been heard at the hearing before the DRB, and, if any one or more of those persons are not then parties to the appeal, upon motion they shall be granted leave by the court to intervene.)



Department of Permitting and Inspections

149 Church Street, City Hall

Burlington, VT 05401-8415

Phone: (802) 865-7188

www.burlingtonvt.gov/dpi

Time Extension Request

Use this form to request a one year time extension on any valid zoning permit.

Permits that were administratively approved can have time extension requests administratively reviewed and there is no fee.

Permits that were reviewed by the Development Review Board, require a public meeting and there is a \$155 fee for this request to cover time and expenses for public notices.

PROJECT LOCATION ADDRESS: 164 North Willard St

PROPERTY

OWNER*: Luke Purvis

*If condominium unit, written approval from the Association is also required

POSTAL ADDRESS: 164 North Willard St

CITY, ST, ZIP: Burlington VT 05401

DAY PHONE: 609-235-5792

EMAIL: lpurvis78@yahoo.com

SIGNATURE: Luke Purvis

I am the owner and I duly authorize the owner's representative (if applicable) to act on my behalf for all matters pertaining to this zoning permit application.

OWNER'S

REPRESENTATIVE: _____

POSTAL ADDRESS: _____

CITY, ST, ZIP: _____

DAY PHONE: _____

EMAIL: _____

SIGNATURE: _____

Zoning Permit Number: zp-21-275

Summary of Approved Permit Description: Fence installation permit & Settlement Agreement

Summary of current status of project: Driveway Gate is incomplete, but majority of work is complete.

Both the Fence Permit and Settlement Agreement are stalled and at risk

Please see additional details for summary on the next page.

- Please ask for assistance if you have any questions about filling out this form. Call the Zoning Division at 802-865-7188, or visit the office at 645 Pine Street.

Office Use Only:

Check No. _____ Amount Paid _____ Zoning Permit # _____

Additional Information:

Fence Permit:

The work is largely complete. However, the driveway gate in the original approval remains unfinished. The extension will provide the time needed to complete the work. Secondly, a neighbor installed a fence on our property against our home, and disregarded a utility easement about a year ago. We need to alter the northwest stationary panel of our fence to be a gate so that we can access and maintain our home. We plan to install a walkway to use this gate. The extension request will allow the time to complete that work.

There is a neighbor complaint arising from a boundary line dispute. We have commissioned a survey that includes a significant amount of research about the block. It is still in a preliminary status, but has identified several flaws in the survey provided by the neighbors who submitted the complaint. We are working through the remaining details before it can be released. DRB hearings about other permits related to this boundary line dispute have been delayed so that this survey can be completed and the survey can contribute to an accurate record. The extension will allow that survey to be completed. Granting the extension will be consistent with the actions of the zoning manager's colleague, Garret King, who has delayed hearings on that other permit so the survey can be completed. There are also requests to release information in order to present an accurate record. The Mayor's office is processing this request. Granting the extension will allow those important records to contribute.

Settlement:

Section 13 of the settlement requires the parties to work together in good faith to resolve issues under the settlement. And section 9c states that I must submit an **accurate** site plan. The zoning manager and city attorney are refusing to allow our family to submit an accurate site plan. They believe I am trying to seek approval through a site plan. They are mistaken. These areas have been identified in previous written complaints and/or had DRB hearings about the associated non-conformity. **No zoning citation has resulted, and no enforceable violation has been issued.** No matter your perspective, this is a well-documented issue that has existed since shortly after the settlement was signed. City Zoning staff simply have not communicated on this issue, in contradiction to section 13. The extension will provide the City staff time necessary to follow section 13, which they are not currently following.

Further, a Where as clause in the settlement restates the city's intentions to administer its ordinance fairly. Instead, in the area known as The Easement, the zoning manager ignores gravel on the ground that zoning records depict as green space. My property was not party to¹ that flawed permit approval which mischaracterized this area as green space to resolve a violation about a unpermitted deck construction before then owner's selling the home. The error from that permit persists, and conditions on the ground do not match the zoning records. There is a written complaint that clearly describes gravel in this area, and no enforceable violation of the Easement. The city was part of an appeal that was prejudicially dismissed regarding the Easement. The settlement's stipulation requiring an accurate site plan in combination with the outcome of that appeal requires the gravel nature of the Easement to be documented in our site plan.

The settlement and fence permit are intertwined. Issues arising from the settlement are causing complexity and delays in the fence permit. We are very worried that the City's handling of the settlement's issues is placing the fence permit approval at risk by not being able to submit an accurate site plan, and we are looking for the good-faith communication stipulated and have asked for extra time so this can occur.

¹ See Motion in Limine which rule against the city's argument that this area was already determined as green space.

**Scott Gustin**

May 23, 2025 at 7:42 am

There is nothing warranting extension of this permit.

**Luke Purvis**

May 22, 2025 at 4:54 pm

Scott, please see settlement section 13)
Has the city vacated the settlement? I have not received
notice to this effect. Please provide the grounds behind
your decision to deny the extension

**Luke Purvis**

May 22, 2025 at 4:44 pm

Hi Scott, why was the permit extension denied today?

**Scott Gustin**

May 22, 2025 at 11:18 am

Time extension request for this zoning permit is denied
today.

Message the reviewer

**Luke Purvis**

May 27, 2025 at 9:43 am

Scott, we have asked multiple times for the criteria for extensions.

Where are they? We remind you of your obligation under section 13 of the settlement.

WE have told you the permit construction is not done and more time is needed for the gate. How can an unfinished project not warrant an extension?

What do we need to about the written complaint...the survey is in process and has been for 8+ months?

How can we finish our approved project? What do we need to do so that our approval persists so that we can finish the work?

**Scott Gustin**

May 27, 2025 at 9:11 am

There is nothing warranting extension of this permit. An appeal may be filed within 15 days of the May 22, 2025 agenda here; [Zoning Appeal to Development Review Board - City of Burlington, VT](#)

From: Luke Purvis lpurvis78@yahoo.com
Subject: Re: Feedback about deck projec
Date: Apr 17, 2025 at 7:37:01 AM
To: Scott Gustin SGustin@burlingtonvt.gov, Mayor's Office
mayor@burlingtonvt.gov
Cc: Christina page38@hotmail.com, Garret King gking@burlingtonvt.gov,
Kimberlee Sturtevant ksturtevant@burlingtonvt.gov

Dear Mayor's Office,

We reiterate our request to release the work product and all communication regarding our property and adjacent neighbor's property during zoning and code enforcement.

Unfortunately, for over 10 years, Scott Gustin and Kim Sturtevant have knowingly and willfully failed to tell the truth creating continuous neighborhood conflict and unnecessary and excessive harm to our family. Failing to tell the truth has caused our family and property to be framed with an enforceable violation that does not actually exist.

Scott and Kim continue to work on projects at our property and for our neighbors. It's currently impossible to tell if and when their dishonesty has ended. The records we are requesting are essential to understand why this dispute continues to drain city resources, to advocate for our property rights, and to stop their use of authority to retaliate by placing our property in permanent zoning limbo.

There is a scheduled DRB for June 3rd. We need these records well before that date to prepare our appeal. Please allow the release of these records, so our family can finally have peace from the unjust attack of these individuals on behalf of the City of Burlington.

Thank you,
Luke Purvis
Christina Lauterbach

Sent from my iPad

On Mar 31, 2025, at 11:11AM, Luke Purvis <lpurvis78@yahoo.com> wrote:

Hi Scott,

The mayor has indicated there is a large budget deficit. Yet you and Kim continue to spend municipal resource to cover up your past actions, leave a matter incomplete, and my family in a state of limbo where we keep getting Parking tickets that the city attorney dismisses to cover past actions....restarting the cycle of waste and harassment.

Which part of the settlement, in your interpretation, prevents resuming parking use(Since you have stated my property is clearly not in compliance with the settlement)?

Since, the fake standard you applied is about resumption intervals of parking, one would think the city would have included a provision preventing parking use from resuming. The city did not. So, stop adding what you think should have been included into your interpretations. This matter persists because zoning, code enforcement and city attorney office do not agree with one another.

The Bianci provision allows reconstruction? Right? Thankfully the CDO writers envisioned dishonest and or incompetent zoning managers and city attorneys weaponizing the ordinance against individuals and decided to protect

residents, by providing the reconstruction clause.

Secondly, the ordinance allows change. I have made the change, like the ordinance allows. I'm now asking for that change to be documented so all parties stop wasting time and energy on "lawn parking" tickets. Please answer this.

Dan Richardson saw something in the public information request I made about the actions of you two. I have agreed to not ask for those, but if you are going to continue to expend municipal resources to leave a matter incomplete, then I will need to start that request again.

Mayor's Office, I ask for your permission to release the work product records between the zoning manager and city attorney and code enforcement about this nonconformity. In there, there will be documentation necessary to understand why these individuals have expended municipal resources on a standard that does not exist in the CDO. Only those records will stop the never ending waste of municipal resources on this matter.

Scott, please answer the questions I asked below. I have asked them multiple times. It's appalling customer service to ignore legitimate questions. If you won't please indicate why you refuse to do so, or, who I should ask instead.

I want you know the city attorney informed the environmental court that the city was compelled to act when it is informed about an alleged violation. The gravel on the 158 north Willard easement was part of the 2014 written

complaint. Yet you have acted in direct contradiction to what the attorney told the court by producing no decision while not issuing a violation.

Scott, if the city attorney is not going to enforce your dishonest and flawed decisions and you believe I'm not in compliance then you two need to resolve your disagreement and stop harassing our family by placing our family in the crosshairs of municipal departments disagreement.

Thank you,
Luke and Christina

Sent from my iPad

On Mar 31, 2025, at 10:11 AM, Scott Gustin <SGustin@burlingtonvt.gov> wrote:

Good morning, Luke.

There are no past or pending zoning enforcement actions against your property. The property is clearly not in compliance with the current settlement agreement; however, the city attorney's office has not enforced it.

You seem keenly interested in berating me and alleging malfeasance. As I've said before, I have never lied about you or your property. I know how I conduct myself better than anyone, and I can assure you with 100% confidence that your perception of my conduct is incorrect. You have pursued appeals and litigation and have come up short under the law.

I am done with this thread.

Scott

Scott Gustin, AICP, CFM
Principal Planner & Zoning Division Manager
Dept. of Permitting & Inspections
645 Pine Street, Burlington, VT
802-865-7189

From: Luke Purvis <lpurvis78@yahoo.com>
Sent: Friday, March 28, 2025 10:55 AM
To: Scott Gustin <SGustin@burlingtonvt.gov>
Cc: Garret King <gking@burlingtonvt.gov>; Christina <page38@hotmail.com>
Subject: Re: Feedback about deck projec

[WARNING]: This email was sent from someone outside of the City of Burlington.

Scott,

Clearly you are confused. I stand by my statements. Please answer the below questions to clear up the confusion.

I asked that you provide the section of the CDO that says parking use is a non conformity. Provide that section or answer why you will not provide the section.

Tell me why you enforced a standard that you would not permit? Do enforcement actions and zoning permits have different standards?

Did you or did you not make deliberate administrative error on the site plan I submitted for my fence permit?

Why in the multiple permits after the violation, did you not inform the DRB about the fake standard or inform me of the appropriate standard to request be applied?

Are you currently trying to replace my access to the correct standard (lot coverage) with a fake standard about parking use?

Do you acknowledge there is currently gravel on the 158 north Willard easement. Does the approved site plan for 158 show this gravel?

Did the 2014 complaint clearly request a zoning decision about the gravel on the easement? Please provide the decision that was issued based on that written complaint about the 158 north Willard property or indicate what zoning enforcement did to address that portion of the complaint, so we can determine if the 2014 written complaint has been completed.

When I submit my fence permit for a COO will you respect the fact that there is gravel throughout the SPA and no lot coverage violation and no zoning enforcement about this area to allow it to be documented so the parking there is no longer considered lawn parking?

Is not issuing a violation about a non conformity clearly identified in a written complaint the same as issuing a decision that no violation exists?

Does the city regularly issue violations it has no intentions to enforce?

Does a parking ticket about lawn coverage indicate a zoning decision would occur if the parking ticket is appealed and the area in question does not have a zoning decision about the non conformity?

Why has Ted Miles continually stated in see click fix that previous submissions about the

easement are duplicate to decision about the 2' strip. Were you Ted miles manager? If not who was?

Your honest and truthful answers to those questions are necessary to address my accusation that you participated in framing my family with a fake violation.

You have a responsibility to document non conformity that exists or to remove it. Instead you have not documented non conformity and are taking no action to remove it. Your game playing of enforcing a decision about violation but then not enforcing the violation that you spent so much tax payer recourses is frankly distasteful as person who contributes my tax payer dollars to support city government.

My factual statements about the your actions and the culture impart on your department will only be broadcast more widely from here. Christina and I would like to work this out with you and move on. But keeping us stuck in your bureaucratic hellscape is not acceptable.

Thank you

Luke

Sent from my iPhone

On Mar 28, 2025, at 9:13 AM, Scott Gustin <SGustin@burlingtonvt.gov> wrote:

These comments continue to be way off base, Luke. There has been no zoning enforcement at all involving your property. Parking tickets are different and are driven by yard parking. It looks from your comments below that you're declining to make a complaint about 158.

Scott Gustin, AICP, CFM
Principal Planner & Zoning Division Manager
Dept. of Permitting & Inspections
645 Pine Street, Burlington, VT

[802-865-7189](tel:802-865-7189)

From: Luke Purvis <lpurvis78@yahoo.com>
Sent: Wednesday, March 26, 2025 11:13 AM
To: Scott Gustin <SGustin@burlingtonvt.gov>
Cc: Garret King <gking@burlingtonvt.gov>; Christina <page38@hotmail.com>
Subject: Re: Feedback about deck projec

[WARNING]: This email was sent from someone outside of the City of Burlington.

Hi Scott,

First of all, My comments are based on fact. If they make you uncomfortable, I suggest you stop treating my family and the residents of Burlington in the way you have. They are in no way erroneous. You participated in framing my family with a fake violation and lied to me, my neighbors and the DRB to enable your enforcement. You committed this fraudulent and deceitful activity with the help of Kim Sturtevant, Ted Miles, Jeanne Francis and Ken Lerner.

Regarding the gravel on the easement enforcement, your characterization is inaccurate. I have sent Ted Boyle multiple emails asking why the complaint submitted in 2014 has not been completed. He has chosen to not respond. I have asked him to connect me to his manager if he is unable to answer. He has ignored that request too. I'll forward you those emails. Who is the one saying that the complaint from 2014 is not about gravel on the easement? Who is the one saying the 2014 complaint has been completed? If it has been completed then why isn't there a decision stating that no enforceable violation has been issued about the easement and 1968 parcel?

You are also mistaken about the enforcement. We have been issued a number of tickets. That those tickets get dismissed by Kim Sturtevant without allowing a zoning decision on the easement and 1968 parcel is a violation of the process that is supposed to happen and would bring resolution. This then brings further see click fix submissions from neighbors and anonymous people. My family keeps getting attacked verbally by people because the gravel on the easement is not documented so is considered lawn. Until the city acknowledges the fact that it did not issue a violation there despite the area being clearly

identified in the complaint, my family is unable to live in peace. It is a major problem for our family.

The tickets are problematic because they target the person parking. But if the person ticketed appeals a lawn parking ticket it's supposed to go to zoning where it will be handled by the lot. This non conformity spans two lots. But it's never getting to zoning about the easement and 1968 parcel because Kim keeps dismissing the ticket. Her dismissals reset the process creating a permanent state of limbo that does not respect the lack of a lot coverage violation in any portion of this non conformity from the investigation of the 2014 complaint.

I don't believe there is a violation in this non conformity. This belief is consistent with the city's action of not issuing a lot coverage violation in any of this non conformity. (There are 5 people who submitted sworn statements that there was gravel and parking on the 1968 parcel before 1972. The city policy on non conformity requires evidence to the contrary to refute those affidavits. There is no evidence to the contrary about the 1968 parcel which is the furthest part from the driveway in the southern gravel area).

Therefore, I will not submit a complaint that that indicates there is a violation there. It's up to the city to act. You know there is gravel that is not accurately documented on the site plan on the easement and 1968 parcel. You made deliberate administrative error to not approve the site plan we submitted for the fence after the Richardson settlement that indicated there was gravel in the 1968 parcel and easement. You and the city continue to do nothing about that gravel creating a bureaucratic ground hog day nightmare for my family. By ignoring it, you improperly attempt to prevent my access to the reconstruction portion of the bianci provision. What I am interested in is for the city to acknowledge the gravel on the easement was part of the initial complaint and that the city did not issue a violation there. That the 1968 parcel is also part of the same nonconformity. That would bring this matter to a close.

This is appropriate course of action because the gravel on the easement at 158 north Willard is clearly identified in the complaint. I have consistently documented during my participation with the investigation the lot coverage on the 1968 parcel. Follow up emails from the Cleary's to city staff clearly request a decision about easement gravel. Yet, the

city has issued no violation about that gravel. I understand that to mean there is no violation there. As the bianci provision allows reconstruction when a minority of a non conformity has been destroyed (as is the case on the 2' strip) I have reconstructed the entire non conformity. If the city wants to prevent my reconstruction of the 2' strip like the bianci provision allows, you can issue a violation about the gravel on the other 60%+ of that non conformity. The CDO does not include reconstruction in its definition of development. Therefore, no permit is required for reconstruction, as such I have not submitted a permit for this reconstruction.

If the city were to issue a violation about the easement 11 years after the complaint, that would create a number of problems, most relevantly is that you would likely be applying a different standard than was enforced on the 2' strip. People submitted affidavits believing parking use was a valid standard. It's not, you have said so. We can't redo the things that were said while you were applying the wrong standard. People have passed away since then. It is not reasonable to apply 2 different standards to the same non conformity and wait 11 years between issuing violations about the same nonconformity. There has been a private land rights exchange based on the city's actions to date and it would cause more hardship to my family if you now issue a violation at this late date without acknowledging the fake standard and the private land rights exchanged based on the fake standard.

If you remember the Cleary's, a major source of that conflict was a pathway depicted on the assessor maps in the 1968 parcel and then what the size of the easement should be if that path does exist. The actual size of this area was 15', but the 1968 deed said approximately 12' and the easement deed said 12' but touches the corner of the 1968 parcel. Cleary believed both areas should be 12'. Jeanne Francis spent a lot of time trying to interpret the easement deed before issuing her fake violation. My surveyor has found the original deed in this area. It clearly states that area is 15' which is important because it debunks the primary source of the Cleary fury and shows that they simply didn't want to do the digging and diligence required to understand the source of the problem. We have been forced to undertake that responsibility at great expense to protect what Mr Leclair, the previous owner of our property for 50 years had provided to us. Then has soon has he sold, Cleary started his non sense about the 12' or 15' and threatening to file a written complaint if I didnt make the easement 12 and give him a path to Dans court. Now we know, In combination with the fake standard you applied, the private land transfer and the

entire action against my property from 2014 complaint is based entirely on error. Below is the excerpt from 1888 that identifies the 1968 parcel as 15'.

We are tired from dealing with city staff who transact on errors and who use their authority to cover up those errors. We have reconstructed the SPA like the CDO allows. As there is no parking use violation in the easement and 1968 parcel we are parking in the entire non conformity because CDO applies to both properties equally and there is no violation for the 158 portion of this non conformity and no violation in the 1968 portion of the same nonconformity.

We have been subject to so much unnecessary conflict, litigation and enforcement based on these errors. Its drained our resources and caused much conflict that should not have occurred. We uphold the CDO in our actions and we ask that you do the same to bring peace to our family on the southern side of our property.

Thanks,
Luke and Christina
<image001.jpg>

Sent from my iPad

On Mar 26, 2025, at 9:04 AM, Scott Gustin <SGustin@burlingtonvt.gov> wrote:

Continuing to erroneously assail me does not accomplish anything, Luke. Again, I cannot influence your perception. There has been 0 zoning enforcement against your property. None.

When the enforcement team met earlier this week, the report back was that you did not reply as to whether you wanted to pursue the complaint about 158 anonymously or not. Please specify either to me or through the portal in the complaint.

Scott

Scott Gustin, AICP, CFM
Principal Planner & Zoning Division Manager
Dept. of Permitting & Inspections
645 Pine Street, Burlington, VT
802-865-7189

From: Luke Purvis <lpurvis78@yahoo.com>
Sent: Tuesday, March 25, 2025 3:48 PM
To: Scott Gustin <SGustin@burlingtonvt.gov>
Cc: Garret King <gking@burlingtonvt.gov>; Christina <page38@hotmail.com>
Subject: Re: Feedback about deck projec

[WARNING]: This email was sent from someone outside of the City of Burlington.

Scott,

If you have never lied, why have you enforced a different standard than you permit? If you didn't lie, then who did to achieve the duplicitous violation?

You have been the person responsible for the city enforcement at my property. Your title is zoning manager. Your name is on the decisions that have been produced. Residents of this city are not required to adhere to fake zoning standards that don't exist in the CDO, but for some reason you force forever litigation onto my family by enforcing a standard that doesn't exist. When you act like this, you lie, to my family, to my neighbors, and to the DRB. If you do this to my family, you do this to other family's in Burlington. Your choice to not provide truth, to look the other way when wrong doing(improper enforcement in the case here) is occurring makes your testimony a lie and dishonest and not truthful.

Is there a secret document somewhere that says parking use is a non conformity? Please provide the specific section of the CDO that says parking use is a non conformity making it subject to non conformity discontinuance intervals like 60 days. If you don't provide that section of the CDO in your response, then we know it doesn't exist. And that you have been responsible for applying a fake standard at my property, responsible for attempting to replace the legitimate standard with a similar sounding but fake standard. This is a story the public will want to hear about.

If you desire to protect your integrity and that of your department, then you need to address the specific questions I have asked you. Each time I question your integrity and honesty, you avoid the specifics necessary to answer the questions. Why is there no zoning violation for lot coverage at 158 north Willard for the gravel on the easement?- I know, because you weaponized the ordinance to target my family with a fake standard and decided not to also apply that fake standard to the easement owners who submitted the written complaint.

Since you assert your truthfulness and demand I not impugn integrity, then why haven't you documented that the gravel on 158 North Willard easement is not a violation? Instead you pretend no gravel exists there and that there is no discrepancy between this area and the approved site plan at 158 north Willard. Issuing no violation for a portion of a non conformity that is described in a written complaint should be the same as a decision that no violation exists, especially when no lot coverage violation has been issued about this area. But, you refuse to do the proper administration of this area thereby making those actions mean the same thing. You use your authority to not apply lot coverage standards at 158 north Willard despite the CDO applying to all residential properties. These actions highlight your lack of integrity in your position.

If you want to answer the questions, perhaps there is a reason that is explainable. But you have lost the ability to simply state I don't lie and have it be believable. Feel free to answer the questions. We are a reasonable and forgiving family. But we will not submit your abusive and dishonest behavior to date and we will work tirelessly so that your actions in this matter are apparent to all so that no one trusts when you touch their permit.

Please take the time to thoughtfully respond and especially address why you have chosen to not apply lot coverage standards to the gravel on the 158 north Willard easement.

Thanks,
Luke

On Mar 25, 2025, at 1:50 PM, Scott Gustin <SGustin@burlingtonvt.gov> wrote:

Luke,

I have never lied about you or your property. Your continued perception otherwise is beyond my ability to influence. I do not impugn your integrity and would appreciate the same in return.

Scott

Scott Gustin, AICP, CFM
Principal Planner & Zoning Division Manager
Dept. of Permitting & Inspections
645 Pine Street, Burlington, VT
802-865-7189

From: Luke Purvis <lpurvis78@yahoo.com>

Sent: Tuesday, March 25, 2025 9:23 AM

To: Scott Gustin <SGustin@burlingtonvt.gov>

Cc: Garret King <gking@burlingtonvt.gov>; Christina <page38@hotmail.com>

Subject: Re: Feedback about deck projec

[WARNING]: This email was sent from someone outside of the City of Burlington.

Scott,

Yes you did and continue to do so. You have knowingly allowed a violation about a standard that does not exist in the CDO to persist.(parking use) If you have not lied and acted with dishonesty, why do I have a violation about a fake standard? Why did it take you 10 years to divulge a fake standard was applied? When will you be applying the correct standard now that you have acknowledged a fake standard was applied? The city still has an obligation to apply the correct standard in the area identified in the 2014 written complaint and document that decision based on a lot coverage standard. My family is getting personally attacked through see click fix because you prioritize hiding your falsehoods over administering the ordinance fairly and allowing the appropriate documentation of this area to occur. When you withhold the facts and correct standards you lie to the DRB. You manufacture conflict between neighbors. You harm the integrity of the entire municipal government.

You participated in mediation sessions where you allowed the wrong standard to persist. That's negotiating in bad faith.

You made deliberate administrative mistakes in the site plan you approved for our fence permit to cover up your involvement in applying the fake standard to a minority of a non conformity.

Right now, you and Kim are ignoring gravel at the 158 north Willard property that is not on a site plan which is part of the non conformity identified in a 2014 written complaint. You have an obligation to address this gravel based on the complaint, but instead you are using your authority and lack of effective oversight to shield yourself and Kim Sturtevant from being accountable for your actions. Unfortunately, lies, mistakes and deliberate omissions are how you, a leader, perform zoning administration.

Please leave my family alone and stop poisoning the culture of this department through your leadership. Apply the correct standards so that my family can have peace.

If you cannot commit to start acting with honesty when dealing with my property you are not welcome here. Simple as that.

Luke

Sent from my iPad

On Mar 25, 2025, at 7:57 AM, Scott Gustin <SGustin@burlingtonvt.gov> wrote:

Luke,
I have never lied about you or your property.

Scott

Scott Gustin, AICP, CFM
Principal Planner & Zoning Division Manager
Dept. of Permitting & Inspections
645 Pine Street, Burlington, VT
802-865-7189

From: Luke Purvis <lpurvis78@yahoo.com>

Sent: Tuesday, March 25, 2025 12:03 AM

To: Garret King <gking@burlingtonvt.gov>

Cc: Scott Gustin <SGustin@burlingtonvt.gov>; Christina <page38@hotmail.com>

Subject: Re: Feedback about deck projec

[WARNING]: This email was sent from someone outside of the City of Burlington.

Hi Garret,

I see you added Scott. Scott has a long history of lying about my property. His willingness to be dishonest is not welcome here. Scott, can you commit to start telling the truth so I can have some assurance you aren't continuing to deliberately harm my family?

That being said, Garret, what does public comments and concerns mean? How does this feedback work to improve plans?

The deck height is our(Christina too - I ccd her) major concern. Can you point me to examples of decks that have been approved and are similar to this one (side of the house and less then or equal to 15' away) I've walked around my block and there are no decks like this in the neighborhood that I could see. This deck is uncharacteristic in this neighborhood.

This deck is permanently displacing the long term location of garbage and recycling receptacles. Garbage and recycle bins are being placed just a couple feet from our windows, under our eaves. What we hoped was a temporary nuisance now seems like a permanent intention. Can a less impactful location for these bins be established as part of this development?

Our curtains along our lower window pane now block the bins from our view. But the deck height will then give vantage over our curtain and into our living room and to a walkway for our bathroom through the upper pane. We have recently asked these neighbors to remove a ring camera that was filming inside our home at a similar vantage. This deck repeats the same privacy intrusion. We want privacy and natural

light in our home, and don't believe a second deck for a single family home should take those basic tenets for well being from us. Privacy intrusion is probably why similar decks don't exist around here.

Finally, is there any limit on number of zoning permits within a time period? What we are experiencing is permits approved back to back to back to back that makes it look like a continuous development but the piecemeal permitting process doesn't provide the final plan until well after the initial permit. It's difficult to provide feedback when the development occurs like this because impacts of certain early decisions aren't apparent until a later permit and then it's too late to provide feedback.

Thanks
Luke

Sent from my iPhone

On Mar 21, 2025, at 2:53 PM, Garret King <gking@burlingtonvt.gov> wrote:

Hello Luke,

Public comments or concerns are always accepted and will be attached to the permit

record. I will make a copy of your email and upload it to the attachments of this permit. This permit is currently in the 15 day appeal period until April 5th. During this time any comments or concerns you may have can be submitted. If you wish to appeal this permit you can use the following link: [Zoning Appeal to Development Review Board - City of Burlington, VT](#)

I hope this helps,

Garret King
Associate Planner
Dept. of Planning & Inspections
645 Pine Street, Burlington VT
gking@burlingtonvt.gov
802-865-7190

From: Luke Purvis <lpurvis78@yahoo.com>
Sent: Friday, March 21, 2025 2:09 PM
To: Garret King <gking@burlingtonvt.gov>
Subject: Feedback about deck project

[WARNING]: This email was sent from someone outside of the City of Burlington.

Hi Garret,

Is it too late to provide feedback or request changes here?

First of all, we are expecting any day a survey that contradicts and identifies errors the survey provided by 172 north Willard, especially at our shared boundary line.

The height of the deck will be really intrusive. As the oldest property on the block, our foundation height is low like for older properties. Their deck height will provide high vantage and orientation into our living room and bathrooms windows. That is majorly intrusive to our privacy. The deck orientation will have people facing south and seeing into our home through our windows.

Thanks
Luke

[https://linkprotect.cudasvc.com/url?
a=https%3a%2f%2fvpc3uploadedfiles.blob.core.windows.net%2fvpc3-
files%2fburlingtonvt%2fNorth_Willard_Street_172_ZP_25_83_Approved_Plans_Thu_Mar_2
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TTnZ9IHtlDzoh0IYqvIy73UmX41TFrKlc0gkcSKTWF0ufkuYIg.,&typo=1](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fvpc3uploadedfiles.blob.core.windows.net%2fvpc3-files%2fburlingtonvt%2fNorth_Willard_Street_172_ZP_25_83_Approved_Plans_Thu_Mar_20_2025_10-18-24.pdf%3fsp%3dr%26sv%3d2017-11-09%26sr%3db%26st%3d2025-03-21T17%253A22%253A29Z%26se%3d2025-03-21T18%253A22%253A29Z%26sig%3dBRcAx7j7xfSDU50OQBU6N%252FM7rV11kXoSycxZqCrU5tg%253D&c=E,1,ke9D8-3ErWE3LGkChtXh8Isr2mn0KL390aqP9xIcx16Q2jsHijZjoEaSnBPbKky-TTnZ9IHtlDzoh0IYqvIy73UmX41TFrKlc0gkcSKTWF0ufkuYIg.,&typo=1)

Sent from my iPad



City of Burlington, VT

My Account Search

LP

Luke ▾

main part of house. Thank you.



Proposed Permitting
172 North Willard
Street 12.22.2023
Edited.pdf

[Proposed Permitti...](#)

Uploaded on Dec 22, 2023 at
4:34 pm

Proposed permitting, edited -
due to mixing up Northern
and Southerly in one area.



Proposed Permitting
172 North Willard
Street 12.27.2023
Edited for Fence
height.pdf

[Proposed Permitti...](#)

Uploaded on Dec 27, 2023 at
4:05 pm

Updated front yard fence to
accommodate the suggested
3' height.



Proposed Permitting
172 North Willard
Street 12.27.2023
Edited for 3 and 4 foot
Fence Heights.pdf

[Proposed Permitti...](#)

Uploaded on Dec 27, 2023 at
6:08 pm

Updated again to reflect the
4' and 3' white vinyl picket
fence, noted on site plan and
in description.



North Willard Street
172 ZP 23 560
Approved Plans.pdf

[North Willard Stre...](#)

Uploaded on Jan 5, 2024 at
3:09 pm



North Willard Street
172 ZP 23 560 Permit
Conditions.pdf

[North Willard Stre...](#)

Uploaded on Jan 5, 2024 at
3:12 pm



North Willard Street
172 ZP 23 560
Approved Plans
revision.pdf

[North Willard Stre...](#)

Uploaded on Mar 11, 2024 at
8:51 am

Update to change shed location 2/12/2024

172 North Willard Street, Burlington Vermont

Coverage Calculation* Proposed:

Shed (12' x 28') with 16' x 32' gravel pad

4' Black Vinyl Coated Chain Link Fence on Northern property line installed parallel to front of house to back property line w/ gate at deck edge

3' Vinyl White Picket Fence across front yard from Northern property line to left of driveway (approx 2' 6" from house) with gate at front walkway and 4' Vinyl White Picket Fence across width of property from house to Southerly property line (15') at top of driveway with double gate at center

32" x 80" Exterior door installed at rear of main part of house with 3' x 4' pressure treated decking stairs.

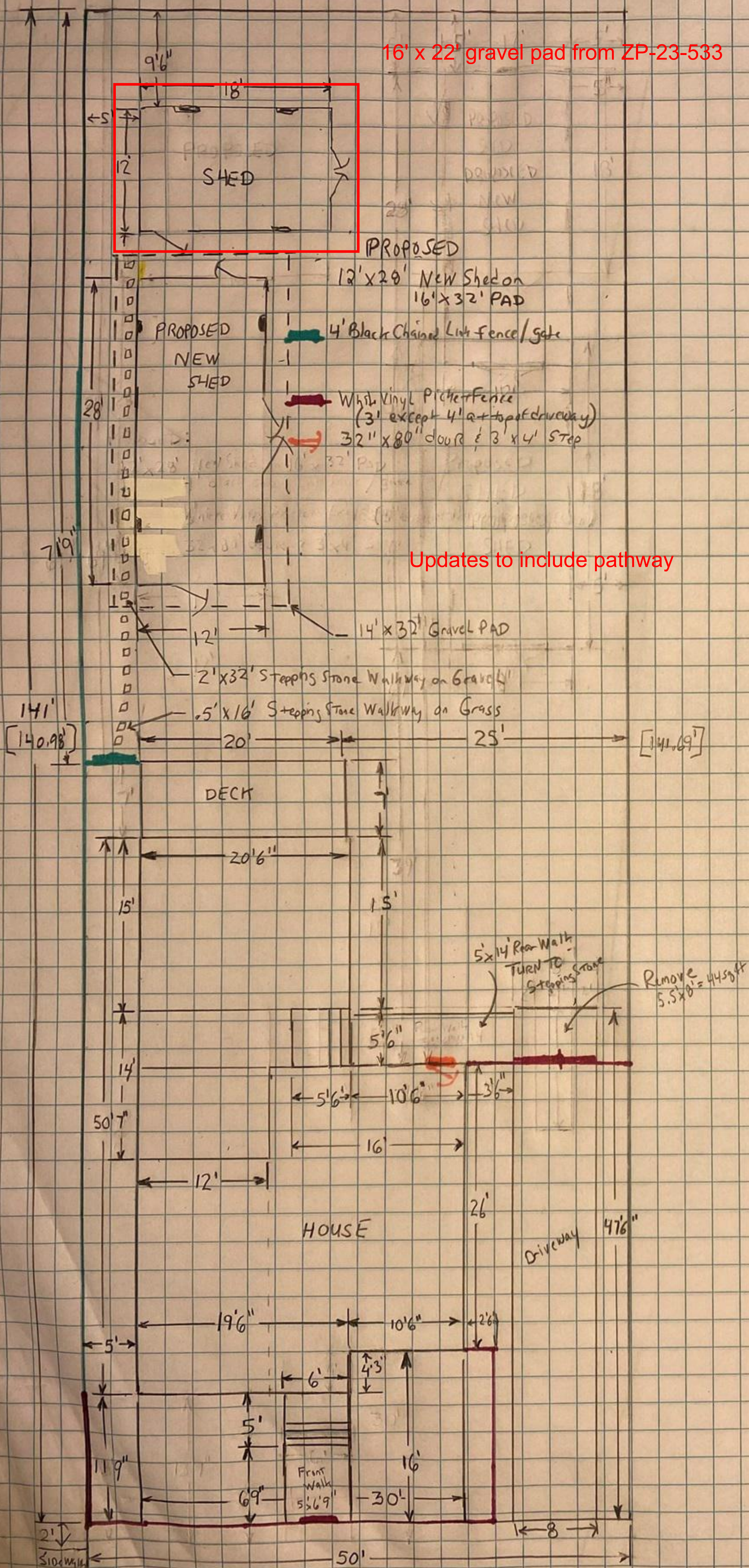
* Includes removal of top of driveway so 8' x 42' remains and replacement of Rear Walkway with Stepping stones area (5' x 14' where back steps 3' x 4' will be installed over)

172 North Willard Street, Burlington Vermont							
Coverage Calculation* Proposed:							
New Shed (12' x 28') with 16' x 32' gravel pad							
New 4' Black Vinyl Coated Chain Link Fence on Northern property line installed parallel to front of house to back property line w/ gate at deck edge							
New 3' Vinyl White Picket Fence across front yard from Northern property line to left of driveway (approx 2' 6" from house) with gate at front walkway and 4' Vinyl White Picket Fence across width of property from house to Southerly property line (15') at top of driveway with double gate at center							
New 32" x 80" Exterior door installed at rear of main part of house with 3' x 4' pressure treated decking stairs.							
* Includes removal of top of driveway so 8' x 42' remains and replacement of Rear Walkway with Stepping stones area (5' x 14' where back steps 3' x 4' will be installed over)							
		Existing	Proposed	Existing	Existing	Proposed	Proposed
		total	total	35%	10%	35%	10%
House (294' was rebuilt in 2015)	see site plan	1228	1228	1228		1228	
Driveway	8' x 47.5' (proposed 8' x 42')	380	380	380		336	
Front Walk	5' x 6.75'	33.75	33.75	33.75		33.75	
Open Porch Front	5' x 6'	30	30		30		30
Open Porch Side	5.5' x 5.5'	30.25	30.25		30.25		30.25
Rear Walkway	5' x 14' (proposed stepping stones)	70	70	70			70
Wood Deck	7' x 20'	140	140		140		140
Deck Stairs	3' x 4'	12	12		12		12
Shed	12' x 18' (16' x 22' gravel pad)	352	352	352		352	
New Shed **NEW**	12' x 28' (16' x 32' gravel pad)		512			512	
New Proposed Back Stairs 3' x 4' ("0" will go over stepping stones area)							0
Total		2276	2788	2063.75	212.25	2461.75	282.25
Lot Size	50' x 141'	7050	7050	7050	7050	7050	7050
% Coverage		32.28%	39.55%	29.27%	3.01%	34.92%	4.00%
				2467.5	705	2467.5	705
Remaining Amounts using 35% & 10% Division				403.75	492.75	5.75	422.75

Lot Coverage Calculations

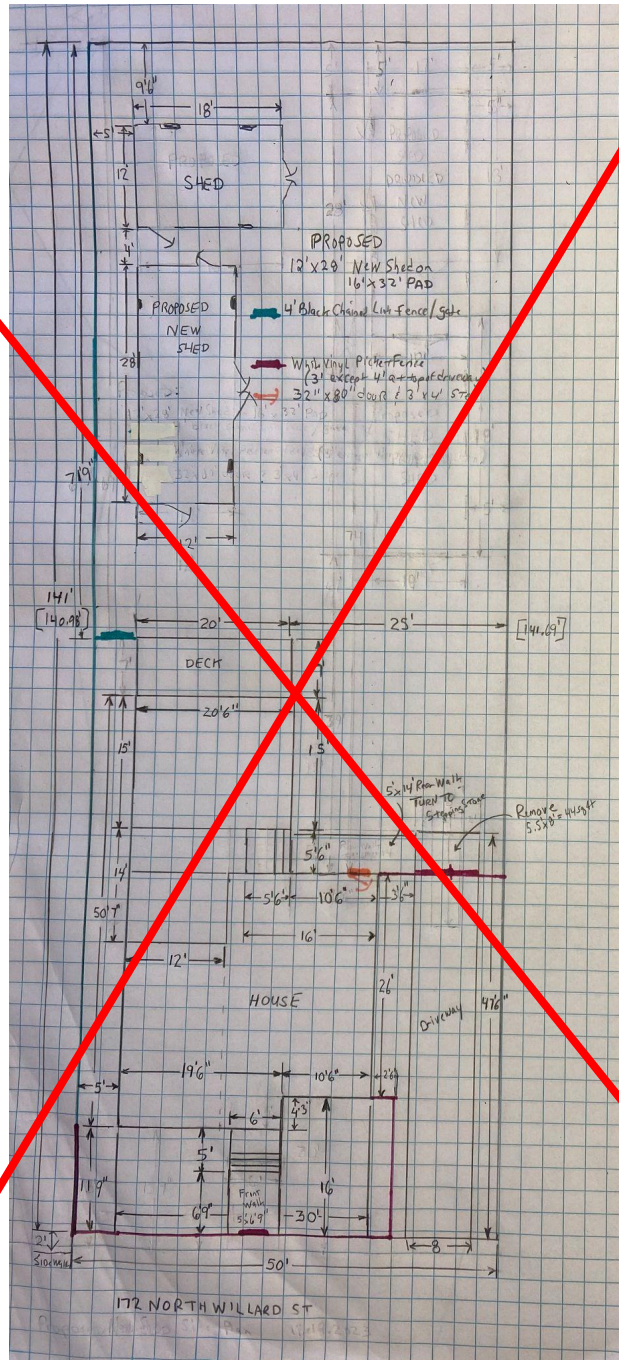
Lot coverage to remain unchanged

16' x 22' gravel pad from ZP-23-533



Updates to include pathway

New ched location will still comply with 5' side yard setback



Site Plan
Proposed New Shed

New Shed (Colonial Dutch Barn, 12' x 28')

New Shed will be a manufactured structure built with a 2" x 4" lumber frame similar to estimated manufacturer's specs and company's advertisement photos below. New Shed will be placed on property beginning 5' from the Southerly property line and 5' from the rear property line. Shed will sit on a 16' x 32' pad of 3/4" Clean Blue crushed stone.

Colonial Dutch Barn, 12' x 28'

Size: 12'x 28'

Height of 10'5"

Siding: (color to be determined) Duratemp

Trim: (color to be determined) Miratec

Shutters: (color to be determined) Z-Style

Roof: Rustic Black Architectural Shingles

Estimated Features: (6-8) 18" x 27" windows, Z-Style Shutters, Pressure Treated Floor, (1-3) 6' Double Doors, 0-2 Single Door(s), Gable Vents, and Ridge Vent

Proposed New Shed (12' x 28') will be similar in design structure to existing 12' x 18' (shown below). New Shed will have 6-8 windows, 1-3 wider/double doors, 0-2 single



New 12' x 28' Shed will be placed on property beginning 4' from 12' x 18' existing shed and 5' from Northerly property line.

(Please see proposed site plan for overhead view of proposed location)



Fence

4' Black Vinyl Coated 9 gauge Chain Link Fence line installed parallel to front of house to back property line w/ gate at deck edge (outlined in blue on Site Plan). Posts will be placed every 4 to 8 feet with 3 to 4 foot gate at deck edge.



Photo source Lowes website

Vinyl White Fence (outlined in maroon on Site Plan)

3' Vinyl White Fence across front yard from Northern property line to left of driveway (approx 2' 6" from house) with gate at front walkway and 4' Vinyl White Fence across width of property from house to Southerly property line (15') at top of driveway with double gate at center. Front yard 3' Vinyl White Fence will extend from the front boundary line to the front of the house meeting the house by the driveway and the 4' Black Coated Chain Link Fence on the other side. Fence posts will be installed 1 to 8 feet (aiming for 4 to 6 feet spaced evenly across front) apart to accommodate space/gates, etc. Double 4-5 foot gate at top of driveway and 3 to 4 foot gate at front walk entrance will be installed.



Internet stock photo - note: final fence will be 3' white vinyl in front yard area and 4' white vinyl across yard at top of driveway with vertical bars aligned horizontally, a small distance apart, installed to the ground (dog secure). May have a bar going across top as shown here or lower with level or scalloped top, depending on availability/quality when we purchase, giving that this is a 3 year permit.

Exterior Door

32" x 80" Exterior door installed at rear of main part of house with 3' x 4' pressure treated decking stairs (outlined in orange/peach on Site Plan). Re-frame existing window opening to accommodate and add standard '3 x 4' wooden pressure treated stairs.

Specs:

MMI DOOR 32-in x 80-in Fiberglass Full Lite Right-Hand Inswing Primed Prehung Single Front Door with Brickmould Insulating Core with Blinds



Photo Source Lowes

Proposed locations of Fence and Exterior Door on property

Orange/peach is exterior door location

Maroon is white picket fence location

Blue is black vinyl chain link fence location (install parallel to front of house to back property line)



STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No. 123-11-18 Vtec

In re: Cleary Site Plan Application

APPELLANTS' STATEMENT OF QUESTIONS

NOW COMES Appellant, Luke Purvis, by and through counsel, MSK Attorneys, and hereby respectfully submits, pursuant to Rule 5(f) of the Vermont Rules for Environmental Court Proceedings, this Statement of Questions.

1. Did the City of Burlington err when it included land subject to an easement benefitting an adjoining neighbor in the calculation of the Clearys' lot coverage?
2. Did the City of Burlington err when it determined that the gravel parking area within the easement held by the adjoining neighbor was open or green space rather than covered space and/or impervious space?

DATED at Burlington, Vermont this 26th day of November 2018.

Respectfully submitted,

MSK ATTORNEYS

By: /s/ Hans Huessy
Hans G. Huessy, Esq. (ERN 1813)
275 College Street, P.O. Box 4485
Burlington, VT 05406-4485
Phone: 802-861-7000
Fax: 802-861-7007
Email: hhuessy@mskvt.com

Attorneys for Appellant Luke Purvis

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No. 123-11-18 Vtec

Cleary Site Plan Application

ENTRY REGARDING MOTION

Count 1, Municipal DRB Site Plan (123-11-18 Vtec)

Title: Motion to Dismiss (Motion 3)

Filer: Joseph and Teresa Cleary

Attorney: (Self-represented)

Filed Date: March 27, 2019

No response filed.

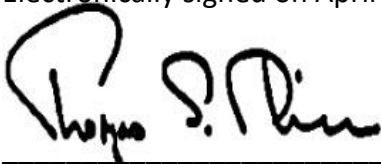
The motion is GRANTED.

Applicants Joseph and Teresa Cleary move for the pending appeal to be dismissed, explaining that they have decided to rescind the permit issued to them by the City of Burlington Development Review Board ("DRB") on October 22, 2018, which was appealed to this Court by Luke Purvis. Applicants have filed a copy with the Court of their verified request to Relinquish Zoning permit #19-0167CA, which the DRB has accepted.

In light of the fact that Applicants have relinquished the approval of their site plan application, this Court has no application to review in this appeal. We therefore **GRANT** Applicants' motion and **DISMISS** the pending appeal, with prejudice.

So Ordered.

Electronically signed on April 16, 2019 at Burlington, Vermont, pursuant to V.R.E.F. 7(d).



Thomas S. Durkin, Superior Judge
Environmental Division

Notifications:

Hans G. Huessy (ERN 1813), Attorney for Appellant Luke Purvis

Kimberlee J. Sturtevant (ERN 4778), Attorney for Interested Person City of Burlington

Appellees Joseph and Teresa Cleary



164 166 North Willard St
Site Plan

*Site Plan represents lot as of 7/2013 - when the property last transferred owners

Prepared By: Luke Purvis
On: 05/29/2019

Scale: 1CM = 4'4"

Table of Constructed Elements Shown in the Site
Plan

<u>Description</u>	<u>Acres</u>	<u>SQFT</u>
Main		1465
Barn		896
Driveway		1593
Parking Areas		
Northern		710
Southern: No Easement Included		330
A. Front steps and walk		57
B. Front Porch Steps/landing to Driveway		17
C Unit 3 Steps/Landing to driveway		11
D. Rear steps and landing		15
E. Fish pond concrete pad		30
Total SQFT		5124
Lot (Assessor records)	0.1849	8054
Coverage Calculation		0.636149



164 166 North Willard St

Visual of 1968 Parcel and
Easement

*Site Plan represents lot as of 7/2013 - when
the property last transferred owners

Prepared By: Luke Purvis
On: 05/29/2019

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
DOCKET NO. 88-7-19 Vtec

In Re:)
PURVIS NORTH WILLARD STREET)

REVISED SETTLEMENT AGREEMENT

NOW COMES the City of Burlington (“City”), by and through its attorneys, and Luke Purvis (“Owner”), the owner of 164 North Willard Street, Burlington, Vermont, self-represented, who agree to the following terms to resolve on-going permit, enforcement, and zoning issues pending between the Parties concerning the historic and on-going use of the property known as 164 North Willard Street, Burlington, Vermont.

RECITALS

WHEREAS, Owner purchased the property known as 164 North Willard Street in 2013 and at the time of purchase, the prior owner had modified the property in three significant ways for purposes of zoning without proper permits or permissions from the City. Specifically, the prior owner had: (1) converted the primary residential structure from a duplex to a three unit multi-family, (2) laid gravel to the north of the driveway for a parking area, and (3) laid gravel alongside the south side of the driveway in an area adjacent to what Owner purports to be an easement across their southern neighbor’s lot and where prior owner had been parking or allowing tenant cars to park; and

WHEREAS, there this no evidence that Owner had direct knowledge that these alterations were out of compliance with zoning at the time of purchase; and

WHEREAS, the City and Owner have attempted through multiple years of permitting hearings, litigation, and legal process to resolve the matter; and

WHEREAS, despite the parties efforts these issues have persisted and have caused a substantial investment of resources by both Parties; and

WHEREAS, the City has begun enforcement action in regard to the driveway issue and has been in communication with the Owner in regard to the multi-family unit; and

WHEREAS, Owner has pursued various remedies to their situation and are prepared to file new zoning permit applications, as well as pursuing various public records requests with the City; and

WHEREAS, the City recognizes that there is a housing shortage in the City of Burlington and the historic, although unpermitted, conversion of a duplex to a multi-family presents a

substantial policy dilemma between increasing housing and enforcing the City's zoning ordinances; and

WHEREAS, the City is not aware of any specific harm, nuisance, injury, or problem to the neighborhood or neighboring properties stemming from Owner having a third housing unit on their property; and

WHEREAS, the City Administration intends in the next two years to alter the regulations regarding multifamily units and that these alterations are expected, if approved, to give Owner the ability to apply for a zoning permit that will cure the current violation regarding Owner's property; and

WHEREAS, the City has a substantial interest in enforcing its zoning regulations not only in a fair and impartial manner but in a manner that is sensible and consistent with the City's policies and efforts to promote the full and fair use of private property; and

WHEREAS, the Parties have already entered into a settlement and temporary abatement agreement and over the course of this prior agreement, the City has not received any complaints or identified any additional issues regarding the third unit; and

NOW THEREFORE, the Parties agree to the following terms:

- 1) The Parties incorporate the earlier Stipulated Order adopted by the Environmental Division on January 4, 2021 into the present Agreement, except as modified below.
- 2) The Parties agree to extend Paragraph 3 of the January 4, 2021 Stipulated Order for an additional two years, giving Owner the right to continue as a multi-family (triplex) use until May 31, 2024 with the following conditions:
 - a. City anticipates that it will, prior to this deadline, be pursuing revisions to its zoning ordinances, which it anticipates will remove the non-conformance issues that the City has raised with regard to the existence of a third unit, in which case, the City shall notify Owner that his use is permissible and that this term of the Agreement is of no further effect, although Owner may still be required to apply for a permit to ratify the permission for this use; and
 - b. If the City does not amend its ordinance, or if such amendments do not permit Owner to continue his third unit, then Owner shall have the vested right to apply for a zoning permit either under the zoning ordinances in effect as of the date of this Agreement or an then-existing zoning ordinance, and the Parties shall treat the question of applicable zoning ordinance as a matter akin to vested rights and a matter of estoppel because Owner is expressly relying on this as part of the consideration for this Agreement.
- 3) For the limited purposes of zoning and compliance with the City's currently understood permit status for the property, Owner agrees that the parking and/or storing of vehicles by

himself, his partner, his tenants, and any visitors to the property will only occur on the currently established and recognized, paved portions of the property's driveway or in the garage. Owner further agrees that he will immediately cease and will actively prevent any tenants, guests, invitees, or licensees visiting the property from parking or storing vehicles on any other portions of the property, specifically including, but not limited to, the area directly south of the existing driveway pavement where Owner will be installing a turnaround and restoring the remaining sections to grass as described in more detail below.

Owner shall have until 5pm, Monday, May 9, 2022 to remove any vehicle presently in this location that is currently disabled and unable to be moved without towing. Nothing in this Agreement shall be interpreted as limiting or affecting Owner's private easement and rights therein.

- 4) Owner shall be permitted to install a turnaround adjacent to the driveway within the portion of their property immediately south of the driveway under the following conditions:
 - a. Owner shall use grass block pavers (also known as turf block pavers) for the turnaround;
 - b. Owner shall regularly maintain the turf within the grass block pavers such that the turnaround has a seasonably appropriate green and/or vegetative appearance;
 - c. The Turnaround shall not exceed a maximum length of 7.5 feet and shall not exceed 7 feet in width;
 - d. Owner shall be free to situate the turnaround at any spot along the southern edge of the driveway so long as it is situated no less than five feet behind a line extending from the rear of their primary residence and contained fully within the 164 North Willard Street property boundaries;
 - e. Owner shall install and maintain landscaping sufficient to contain the turn-around area to the dimensions above and prevent enlargement;
 - f. The turn-around area is for turning around, not parking. It shall be the Owner's responsibility to prevent parking in the area. If the Owner cannot prevent parking to occur, and there are 3 or more instances within a calendar-year period when it is used for parking (defined as the act of stopping and disengaging a vehicle and leaving it unoccupied for approximately fifteen minutes or more), Owner shall remove the turn-around area and plant and maintain grass in the turn-around area with a landscape barrier to prevent further use of it for parking or turning around.
- 5) Owner shall removal all gravel and shall plant grass along the remainder of the portion of his property south of the driveway by no later than August 1, 2022 as follows:
 - a. Owner shall plant grass in the area between the southern edge of the paved driveway and Owner's southern boundary line from a point even

with the rear corner of their residence to the start of Owner's garage, except where the turnaround discussed above is to be installed.

- b. In instances where the soil has been compacted and cannot sustain new grass, the soil shall be amended as follows Sub-soils below new topsoil layer (i.e. existing compacted soils) scarified/tilled at least 4", with incorporation of upper material (so total depth of final un-compacted material is equal to 8" in depth. The entire surface should be scarified/loosened, except within drip line of trees (to protect root systems).
 - i. Topsoil specifications:
 - i. Minimum 4" of un-compacted topsoil, except where tree roots limit amendment incorporation;
 - ii. Topsoil shall be consistent with landscape quality topsoil and shall be appropriate to foster the growth of grass;
 - iii. Water or roll to 85% compaction; and
 - iv. Rake to level.
 - ii. Seed and protect with erosion control matting (staked according to manufacturer's specifications).
 - c. These specifications may be modified if a landscaping professional determines it necessary to prevent undermining the adjacent driveway and to prevent interference with underground utilities or lines.
 - d. Grass shall be maintained to have a seasonably appropriate green and/or vegetative appearance throughout the area. Owner may, but shall not be required, to plant shrubs or other vegetation in this area.
- 6) Upon execution of this Agreement and receipt of a site plan per section 9(c) below, the City shall issue Owner's pending fence permit conditioned upon the on-going good faith compliance with this Agreement.
 - 7) Upon execution, Owner shall immediately withdraw the two appeals currently pending at the DRB.
 - 8) Upon execution, Owner shall withdraw all pending public records requests with the City.
 - 9) Owner's existing patio shall be treated as an allowed, as built, structure with the following conditions:

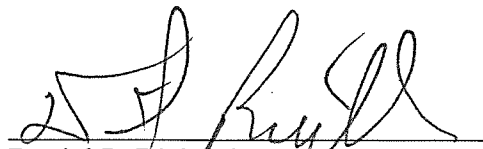
- a. Owner shall move any portion of the patio within the five-feet side setback outside of the setback;
 - b. Owners shall remove the identified 5-foot by 6-foot concrete slab; and
 - c. Owner shall submit a detailed and accurate site plan of the entire property capturing the changes made under this Agreement and demonstrating that the net lot coverage will not increase as a result of the patio.
- 10) This Agreement shall be binding on both Parties and their Successors and Assigns. Owner shall provide a copy of this Agreement and the January 4, 2021 Stipulated Order to any potential purchasers of 164 North Willard Street as an exhibit to any purchase and sale agreement that Owner executes.
- 11) So long as this Agreement is in effect and the Parties are in compliance with the terms herein, Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City, and the City shall take no further zoning enforcement action against either the multi-family issue, remediation of the area adjacent to the parking area, or the patio. Nothing in this agreement shall prevent the City from enforcing its zoning ordinances or pursuing enforcement actions unrelated to this Agreement.
- 12) The purpose of this Agreement is to resolve the dispute and allow the Parties to move forward in a productive and cooperative manner. Nothing in this Agreement shall be interpreted as an admission by either Party to their underlying legal positions.
- 13) The Parties further agree that if any issue under this agreement arises, they shall communicate and attempt to work out the dispute in good faith. Failing such, the Parties shall have recourse to the Chittenden County Superior Court for resolution, of any dispute, claim of damages or injunctive relief, or specific performance of this Agreement or any term therein.
- 14) Each party shall bear their own costs in this matter and no monetary payment is envisioned as part of this Agreement.

Dated in Burlington, Vermont this 4th day of April 2022.

CITY OF BURLINGTON

LUKE PURVIS

By:


Daniel P. Richardson, Esq.
City Attorney





City of
Burlington, Vermont
645 Pine Street

Zoning Permit – Conditions of Approval

ZP #: 21-275

Tax ID: 045-1-091-000

Issue Date: May 26, 2022

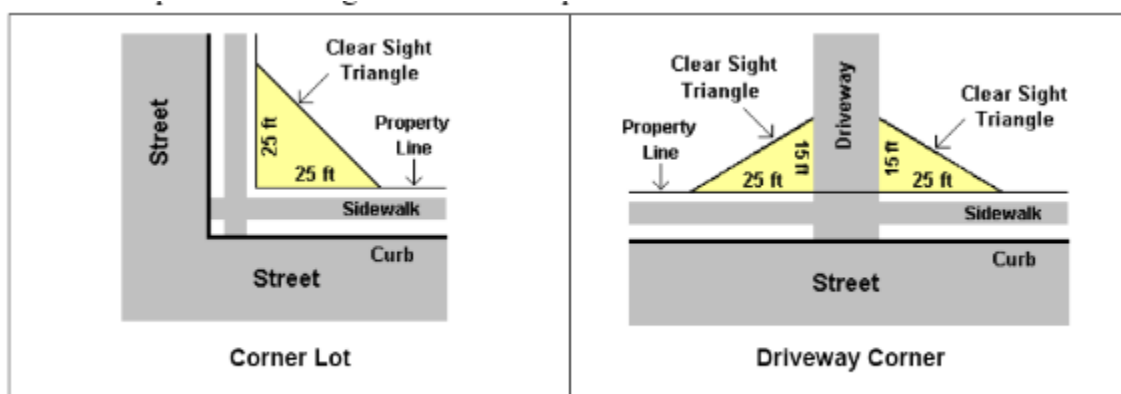
Decision: Approved

Property Address: 164 North Willard Street

Description: Install fence and related gates. Vehicle turn-around and patio also included.

Project Permit Conditions:

1. This zoning permit includes by reference the April 4, 2022 settlement agreement between the applicant and the City of Burlington and all provisions contained therein.
2. Fences may be placed within the required setback along a property line, but shall be setback sufficiently to provide for the maintenance of both sides of the fence without entering onto the adjacent property and shall present a finished side to the adjoining property and public street. Fences placed within a clear sight triangle shall adhere to the standards of Sec. 5.2.6 (c).
3. **Section 5.2.6 (c) Clear Sight Triangle**
Fences placed within a clear sight triangle along driveways and at street intersections, or between an existing building and the front property line, whichever is less, shall be limited to 3-feet in height above the curb in order to provide safe sight distances for pedestrians and vehicles.



Standard Permit Conditions:

1. **Other City, State or Federal Permits.** The owner is solely responsible for obtaining all other required City, state and federal approvals. Failure to do so may invalidate this Zoning Permit and result in enforcement actions.

Note: All projects receiving a Zoning Permit also require a Construction Permit or written confirmation that a Construction Permit is not required from Department of Public Works-Inspection Services Division (DPW-ISD). All construction permits must be closed out by way of

approved inspections by DPW-ISD before issuance of a Unified Certificate of Occupancy (UCO) by the Code Enforcement Office as per Condition 3, below. **Note: All projects involving earth disturbance of 400 square feet or more require review by the Burlington Stormwater Program under Chapter 26: Wastewater, Stormwater, & Pollution Control. This review is closed out by way of approved inspections by Stormwater Program staff, Code Enforcement staff, or licensed project engineer before issuance of a UCO as noted above.**

2. **Time Limits.** This zoning permit shall become invalid unless work or action authorized by the permit is commenced within 1 year. The owner shall complete the approved project and obtain a UCO (combined Zoning and Building certificates of occupancy, still applicable even if a zoning or building permit was not required) within 3 years or be subject to enforcement actions.

These time limits are binding upon the owner unless one of the following apply: a) longer or shorter time limits are specifically imposed by a condition of approval; or b) the time limits are tolled by additional state or federal permitting for the project or by an appeal; or c) an extension of time has been granted. An extension of time must be requested in writing PRIOR to the expiration of the permit. If the owner has enacted the permit and it lapses, the owner may be responsible to obtain a new zoning permit, if required, which shall be subject to the current Comprehensive Development Ordinance (CDO).

3. **Unified Certificate of Occupancy (UCO):** It shall be unlawful to use or occupy (or allow the use or occupancy of) any land or structure or part thereof which has been created, changed, converted, or wholly or partly altered or enlarged in its use or structure without a UCO.

If the project is partially completed, meets “prior to issuance of a UCO” conditions of approval, meets all health and safety standards, and all municipal fees for the project are paid, a Temporary Zoning CO may be requested and issued. **Upon completion of the project**, applicant shall request and obtain a Final UCO from the Code Enforcement Office (located at 645 Pine Street). Additional information on how to request and obtain this UCO is available at this office. **Failure to obtain a certificate of occupancy** places the property in violation of the CDO and is subject to enforcement.

In addition, **Failure to obtain a UCO within the time limits above is subject to** “after the fact” fees ranging from \$75 - \$1500 (in addition to the UCO fee).

4. **Project Modifications.** The project shall be completed as shown on the plans, which have been stamped “approved” and dated by the administrative officer. The project shall not deviate from the approved plans or conditions of approval without prior written approval from the administrative officer.
5. **Property Inspection.** By acceptance of this permit, the owner authorizes City Officials and/or their authorized representatives, access to the subject property for the purpose of observing work in progress, inspecting and/or measuring the property or improvements until such time the project has been issued a Final UCO.
6. **Completion and Maintenance of Improvements and Landscaping.** Owner or successor in interest is responsible for completing all improvements shown on approved plans. By acceptance of this permit, Owner agrees to maintain all improvements in a satisfactory condition. Any landscaping installed according to the approved plan which becomes diseased or dies shall be replaced by similar species and size no later than the first available planting season.

7. **Off-Site Drainage.** Issuance of this permit does not authorize the discharge of stormwater runoff or other surface drainage from the subject premises onto adjoining property or properties including but not limited to the public Right of Way.
8. **Errors.** The owner is solely responsible for the accuracy of all information contained in the Zoning Permit application. Any errors contained therein may invalidate the Zoning Permit and may result in enforcement action by the City.
9. **Transfer of Ownership. All zoning permits run with the land.** In the event of a transfer of ownership, partial or whole, of the subject premises, the transferee shall become permittee and subject to compliance with the terms and conditions of this permit.
10. **Violations/Penalties.** A violation of any of the conditions of this permit or of any provision of the CDO may result in enforcement actions, including but not limited to a penalty of up to two hundred dollars (\$200) per day, municipal tickets, and/or additional permitting fees.
11. **Incorporation and Reference of All Plans Presented.** This approval incorporates by reference all plans and drawings presented and all verbal representations by the applicant on the subject application to the extent that they are not in conflict with other stated conditions or regulations.
12. **For Properties Involved in Boundary Disputes.** Boundary disputes are not within the jurisdiction of the administrative officer or the Development Review Board. When an application is submitted and the boundary of the subject property is called into question, the boundary will be determined based upon the best evidence available, for instance a survey or other official document. If a permit is issued and contrary evidence is presented to the City after the fact, such as a survey or Superior Court ruling with respect to the boundary lines, the permit may be amended or revoked by the City.
If the permit is amended or revoked, owner shall bear all costs to remedy the situation, including removal of the structure(s) if necessary, that is if the structure(s) is/are unable to meet the requirements of the CDO and receive an amended permit in light of the actual boundary line.
13. **Damage to City Property.** The Owner is responsible for any damage to the City of Burlington's property, including but not limited to its right-of-way, sewer/water lines, etcetera, that occurs during the site improvements authorized by this permit. If damage occurs, the Owner shall restore the property to a condition equal to or better than the condition of the property prior to such damage.
14. **City Rights-of-Way and Ownership.** Permit approval does NOT authorize any work to be undertaken within the public ROW. Any work in the ROW can only occur with prior authorization by DPW and City Council, as required. Any work or improvements that are taken within the City's right of way does not diminish the City's ownership or authority regarding said right of way.
15. **Liquor License Required.** An approval of any use that includes the sale of alcoholic beverages is contingent upon the receipt of a liquor license from the City of Burlington or the State of Vermont, whichever is applicable.

An interested person may appeal a decision of the Zoning Administrator to the Development Review Board within 15 days after the decision date per Sec. 12.2.2, *Appeals of Administrative Officer Decisions*. Appeals may be filed online at [burlingtonvt.viewpointcloud.com/categories/1098](https://www.burlingtonvt.viewpointcloud.com/categories/1098) or in-person at 645 Pine Street, Burlington, Vermont. <https://www.burlingtonvt.gov/DPI/Appealing-a-Zoning-Decision>

164 North Willard St. - Proposed Fence Project

Materials and Style Representation

The fence shall be constructed of pressure treated posts and eastern white cedar boards with a gap for airflow and focus on privacy. This picture was chosen to show how the fence would taper from full height for privacy on Dan's Ct, to a shorter height for most of the run along the boundary to 172 North Willard.



RECEIVED
MAR 09 2021
BURLINGTON
PERMITTING & INSPECTIONS

See page below for dimensional information.

164 North Willard St. - Proposed Fence Project

Installation Plan and Materials

Install an 8' foot tall horizontal cedar fence on the eastern boundary along Dans Court. Good side will face Dans Ct. The bottom of the fence panel will begin at the curb height of Dans Ct. There will be a gate on the south side of the barn to allow continued access to Dans Court.

- 6"x6" and 4"x6" pressure treated posts
- 1x3, 1x6 Eastern White Cedar for horizontals
- Concrete footings
- Gate – to the south of the barn

Install horizontal cedar fence along the current fence line between 164 and 172 North Willard St. This fence will be good both sides. The Fence will have 8' height where it meets Dans Ct. and taper down to 4' height for most of the run and then increase up to 8' at the house for privacy entering and exiting back doors.

- 4"x4" pressure treated posts, cedar clad
- 1x3 and 1x6 Eastern White Cedar for horizontals
- Compact gravel footings

Install perpendicular fence spur from the 158 North Willard border with horizontal cedar planks, 6' tall, with driveway gate at the easterly line of the main 164 North Willard house to complete a fenced enclosure for 164 North Willard back yard.

- 4"x4" pressure treated posts
- 1x3 and 1x6 Eastern White Cedar for horizontals
- Concrete footings
- Gate to cross driveway

RECEIVED
MAR 09 2021
BURLINGTON
PERMITTING & INSPECTIONS

June 10, 2025

To: Burlington Development Review Board

Re: Request to Expedite Appeals ZAP-25-2 (ADA Compliant Ramp at 172 North Willard Street) & ZAP-25-4 (Fence Permit Extension) – 164 North Willard Street

Dear Members of the Development Review Board,

As homeowners of **172 North Willard Street**, we are writing to express our deep concern over the repeated delays caused by appeals filed by our neighbor, **Luke Purvis of 164 North Willard Street**, including:

- **ZAP-25-2:** Appeal of our **Americans with Disabilities Act (ADA) Compliant ramp permit** (approved March 20, 2025)
- **ZAP-25-4:** Appeal of the **denial of his fence permit extension request** (ZP-21-275 expired May 26, 2025)

We respectfully urge the Development Review Board to **deny any further deferral requests** by Mr. Purvis and to **expedite the scheduling** of these hearings, which are causing ongoing disruption to our lives and hindering our rights as residents. We respectfully request the Board:

Requests

We ask the Development Review Board to:

- Schedule **ZAP-25-2** (ADA ramp appeal) at the **June 17 or July 1, 2025** Development Review Board meeting rather than July 15 and strongly consider moving up ZAP-25-4 as well
- **Deny any further deferrals** for either ZAP-25-2 or ZAP-25-4
- **Uphold the denial** of the permit extension for ZP-21-275 and allow City enforcement to proceed

Background on Fence ZP-21-275

The fence was permitted under ZP-21-275 only after a **2022 Settlement Agreement** between Mr. Purvis and the City { *ie. #11 “...Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City....”*}. However, the fence was **not installed as approved** and instead encroaches on our property at **172 North Willard Street**.

- A **2023 survey by Michael Gaines (Barnard & Gervais)** confirmed the encroachment of 2.5–3+ feet
- On **February 6, 2024**, the City issued a **Zoning Violation Warning Letter**

- Despite this, Mr. Purvis has taken no action to correct this gross error and has repeatedly delayed resolution by seeking permit extensions and now appealing the denial of that extension
- On June 20, 2024 Mr. Purvis stated in City messaging regarding ZP-21-275 **“This work is complete.”**
- On October 1, 2024 Mr. Purvis submitted his statement from June 20, 2024 from the City messaging regarding ZP-21-275 **“This work is complete.”** as part of his written testimony on another matter before the Development Review Board.
- On May 11, 2025 in his request to extend ZP-21-275 Mr. Purvis again stated **“This work is complete.”**
- On May 19, 2025 Mr. Purvis filled out a Building permit application CBP-25-329 “privacy fence and gates” and checked off **“YES”** to **“Has this work been completed without a permit?”**
- On May 22, 2025 Mr. Purvis was **denied** his permit extension request.
- On May 27, 2025 Mr. Purvis put another statement into the file, adding in criticism of city staff and **newly claiming the ZP-21-275 as an ‘unfinished project’.**

ADA Compliant Ramp Permit Appeal Delays

Mr. Purvis also appealed (ZAP-25-2) our ADA Compliant ramp permit on **April 3, 2025**. This appeal has now been **pending for well over 60 days**, with his deferral requests **delaying a medically necessary accessibility project.**

This is not only harmful—it is discriminatory. **We are allowed to build the ramp now, but only at our own risk.** We seek a final Development Review Board ruling as soon as possible to avoid further delay.

Legal and Survey Record Consistency

Mr. Purvis:

- Commissioned a **2016 survey by Albert W. Harris**, which was legally entered into a **Settlement Agreement and Stipulated Order**
 - Notes of the **2016 Harris Survey** begins with: **“The purpose of this survey is to locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street...”**
- **Used and submitted this same survey in multiple** Development Review Board, court, and zoning actions **between 2016 and 2022**
 - Site plans of 164 North Willard Street property dating back to 2013 align with the Harris 2016 Survey with the exception of a 65.05 foot actual Survey measurement for a 66 foot measurement on a site plan (a rounding up error that can easily be corrected on an “as built” site plan).

- Is now attempting to delay hearings by commissioning a **new 2025 survey**, despite his own 2016 commissioned survey being legally binding and in alignment with historical site plans of 164 North Willard Street property

We also submitted our **2023 retracement survey** by Barnard & Gervais to Burlington Land Records, which supports the 2016 Harris Survey and confirms the encroachment.

Pattern of Misrepresentation for Delaying ZP-21-275

Mr. Purvis:

- Stated **“This work is complete”** on **June 20, 2024, October 1, 2024** and again on **May 11, 2025**
- Submitted a new **building permit (CBP-25-329)** application for ZP-21-275 **“privacy fence and gates”** on May 19, 2025 and **stated work has been completed**
- Only after his permit extension was **denied on May 22, 2025** did he **BEGIN claiming the fence was “unfinished” (on May 27, 2025).**

This shifting narrative appears to be a tactic to stall enforcement and prolong litigation, a pattern we’ve observed multiple times over the past decade.

We ask:

Please uphold the **City’s denial of Mr. Purvis’s fence permit extension** and **move up the ramp appeal** hearing due to urgent disability access needs and strongly consider moving up ZAP-25-4 as well. The harm of these delays is real and ongoing.

Thank you for your attention and service.

Sincerely,

Melanie Jannery & Margaret Tamulonis

172 North Willard Street

Burlington, VT 05401

Appendix A: Timeline Summary

Aug 22, 2016	Harris survey of 164 North Willard signed by Purvis; entered into legal record
Sept 26, 2016	Stipulated Order by Judge Durkin confirms 2016 Harris Survey into Legal Record
2016-2022	Mr. Purvis Used and submitted 2016 Harris Survey in multiple Development Review Board, court, and zoning actions
2022	Revised Legal Settlement Agreement between Purvis & City of Burlington
2023	Barnard & Gervais Survey by Michael Gaines, aligns with 2016 Harris Survey and confirms encroachment of work under ZP-21-275, submitted to Burlington Land Records
Feb 6, 2024	City issues Zoning Violation Warning for encroaching fence (ZP-21-275)
June 20, 2024	Mr. Purvis stated in City Messaging system regarding ZP-21-275 “This work is complete”
October 1, 2024	Mr. Purvis submitted written testimony to Development Review Board that included his June 20, 2024 statement regarding ZP-21-275 “This work is complete”
Mar 20, 2025	City administratively approves ADA ramp at 172 North Willard Street
Apr 3, 2025	Mr. Purvis appeals ramp permit (ZAP-25-2)
May 11, 2025	Mr Purvis requests extension of fence permit; states “This work is complete”
May 19, 2025	Mr Purvis stated in building permit (CBP-25-329) work was complete
May 22, 2025	Fence permit extension denied
May 27, 2025	Purvis attempts to file another appeal; changes story to “unfinished project”
July 15, 2025	Current scheduled hearing for both appeals (ZAP-25-2 and ZAP-25-4), 115 days after the ADA Ramp was Administratively approved.

Appendix B: Attachments

4 April 2022 Luke Purvis and City Signed into Legal Revised Settlement Agreement with #11 “...**Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City....**”

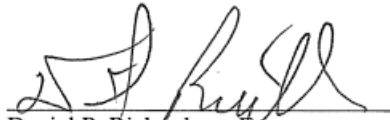
- 11) So long as this Agreement is in effect and the Parties are in compliance with the terms herein, Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City, and the City shall take no further zoning enforcement action against either the multi-family issue, remediation of the area adjacent to the parking area, or the patio. Nothing in this agreement shall prevent the City from enforcing its zoning ordinances or pursuing enforcement actions unrelated to this Agreement.
- 12) The purpose of this Agreement is to resolve the dispute and allow the Parties to move forward in a productive and cooperative manner. Nothing in this Agreement shall be interpreted as an admission by either Party to their underlying legal positions.
- 13) The Parties further agree that if any issue under this agreement arises, they shall communicate and attempt to work out the dispute in good faith. Failing such, the Parties shall have recourse to the Chittenden County Superior Court for resolution, of any dispute, claim of damages or injunctive relief, or specific performance of this Agreement or any term therein.
- 14) Each party shall bear their own costs in this matter and no monetary payment is envisioned as part of this Agreement.

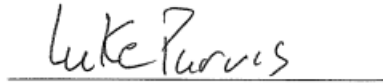
Dated in Burlington, Vermont this 4th day of April 2022.

CITY OF BURLINGTON

LUKE PURVIS

By:


Daniel P. Richardson, Esq.
City Attorney



☐ 4.2) Require the zoning manager to approve the request for extension In ZP-21-275*.

This Is the request for extension that I submitted in ZP-21-275 which remains unaddressed. Scott Gustin is the administrative officer to this appeal.

4:46 PM Sun Sep 29

burlingtonvt.portal.opengov.com

59%

 City of Burlington, VT

My Account Search

 Luke

Project_400466

Zoning Permit

ZP-21-275

Your Submission

Attachments

Guests (0)

 Issue Permit

 Application Complete

 Administrative Decision

 Administrative Appeal

 Appeal Process

 Zoning Permit

 **Compliance Inspection**

 Close Permit

Compliance Inspection

 **On Hold.** This step is on hold.

 **Luke Purvis**

Jun 21, 2024 at 8:09 am

I request an extension until the boundary dispute is resolved..the neighbor still has not opened a case to resolve the boundary, and seems to want to use city zoning to resolve this private matter.

 **Luke Purvis**

Jun 20, 2024 at 10:57 pm

This work is complete.
I will not be removing the concrete pad until after the boundary line dispute is settled.

Message the reviewer

Send Message

Screen shot from a portion of files of ZP-21-275

May 11, 2025 First extension request (**denied on May 22, 2025**) - neighbor restated **“The work is complete” & after it was denied**, put another statement into the file on **May 27, 2025**, adding in some criticism of city staff and **newly claiming he is with an ‘unfinished project’**.

	timeextensionrequestform.2...	timeextensionrequestform.... Uploaded on Oct 7, 2024 at 2:17 pm
	Zp-21-275 Extension Request.pdf Extension request. The work is complete. But city staff threaten but do not act and promise deliverables they do not deliver causing this permit to stall	Zp-21-275 Extension Reque... Uploaded on May 11, 2025 at 10:38 pm
	Purvis Time extension form-merged.pdf This is the second extension request for this permit	Purvis Time extension form-... Uploaded on May 26, 2025 at 10:43 pm
	Fence Extension Site Plan.docx Projects sometimes don't match the initial plans. Please find the current state of the 164 north Willard site plan at the time of the extension request. If the zoning manager is able to continue arbitrarily and capriciously rejecting extensions for unfinished projects, this represents the current conditions.	Fence Extension Site Plan.d... Uploaded on May 27, 2025 at 10:23 am



Privacy fence and gates.

Is This Permit the Result of a Fire Marshal Time of Sale Inspection? *

No

Below please specify the Estimated Construction Cost for the Trade. Apply only the Time and Material amounts allocated to complete the Trade and specific part of the project. *Do Not include any other cost when indicating the Trade Estimated Cost of the project.*

Estimated Construction Cost - Round to Nearest Dollar \$ (Building) * ?

1,200

Date Construction will Begin * ?

07/01/2022

Has this work started without a permit? *

Yes

Has this work been completed without a permit? *

Yes

Does this building permit require zoning approval? *

Yes

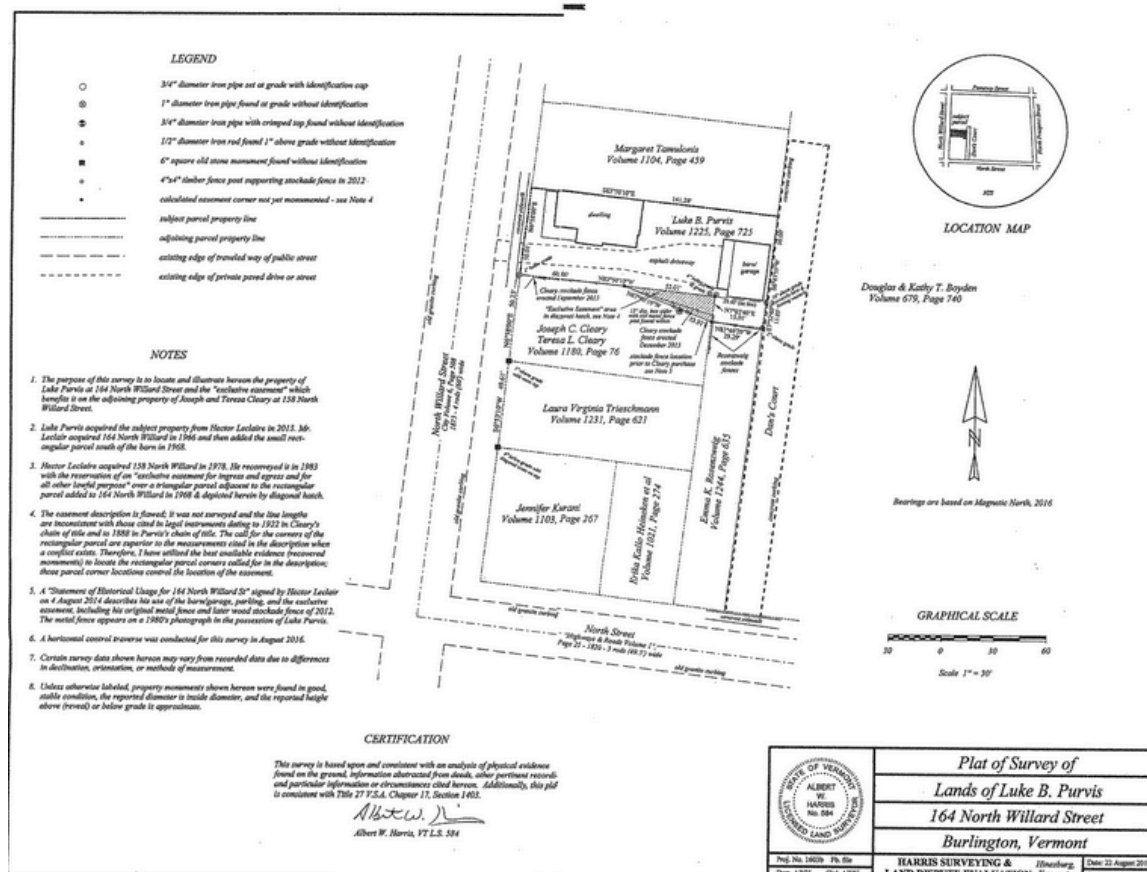
Zoning Permit Number * ?

ZP-21-275

18 October 2022 - **Historical site plan** from 5/29/2019 **submitted by Mr. Purvis** to Development Review Board written testimony showing his property boundaries consistently **back to 2013 when property changed ownerships** - note these **measurements align** (except 65.05 foot to 66 foot on site plan) **with Mr. Purvis's 2016 Harris Survey** 6+ years later, according to his continued written testimony.



23 August 2016 Harris Survey was signed into a legal settlement agreement between Luke Purvis and his neighbors at 158 North Willard Street. The Harris 2016 Survey was initialed by all parties, as well as City Attorney and Agent for City of Burlington. The agreement has signatures of Luke Purvis, Attorney Kimberlee Sturtevant, Scott Gustin, and others with each of their initials on the 2016 survey which makes it a legally binding official survey of 164 North Willard Street, as noted in Line 1 of the notes **"The purpose of this survey is to locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street..."**





Compliance Inspection

On Hold

● On Hold ▾



Assignee

Collin Miller ✎



Due Date

Add +

Messages

All Messages ▾

Oldest to Newest

Thursday, June 20th, 2024



Luke Purvis Applicant

June 20, 2024 at 10:57 pm 🗑

This work is complete. I will not be removing the concrete pad until after the boundary line dispute is settled.

LEGEND

- 3/4" diameter iron pipe set at grade with identification cap
- ⊙ 1" diameter iron pipe found at grade without identification
- ⊙ 3/4" diameter iron pipe with crimped top found without identification
- 1/2" diameter iron rod found 1" above grade without identification
- 6" square old stone monument found without identification
- 4"x4" timber fence post supporting stockade fence in 2012
- calculated easement corner not yet monumented - see Note 4
- subject parcel property line
- adjoining parcel property line
- existing edge of traveled way of public street
- existing edge of private paved drive or street

NOTES

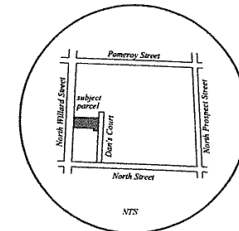
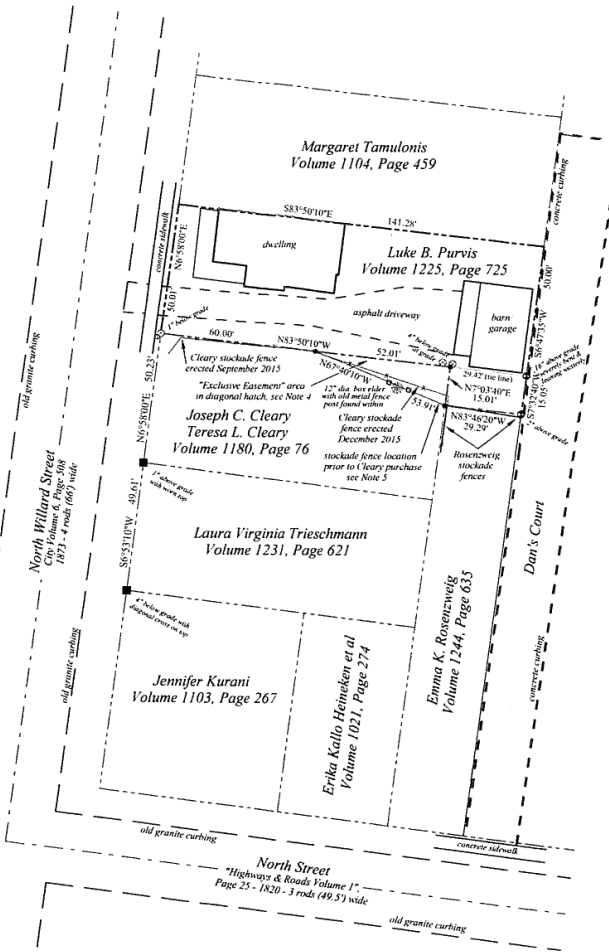
- The purpose of this survey is to locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street and the "exclusive easement" which benefits it on the adjoining property of Joseph and Teresa Cleary at 158 North Willard Street.
- Luke Purvis acquired the subject property from Hector Leclair in 2013. Mr. Leclair acquired 164 North Willard in 1966 and then added the small rectangular parcel south of the barn in 1968.
- Hector Leclair acquired 158 North Willard in 1978. He reconveyed it in 1983 with the reservation of an "exclusive easement for ingress and egress and for all other lawful purpose" over a triangular parcel adjacent to the rectangular parcel added to 164 North Willard in 1968 & depicted herein by diagonal hatch.
- The easement description is flawed; it was not surveyed and the line lengths are inconsistent with those cited in legal instruments dating to 1922 in Cleary's chain of title and to 1888 in Purvis's chain of title. The call for the corners of the rectangular parcel are superior to the measurements cited in the description when a conflict exists. Therefore, I have utilized the best available evidence (recovered monuments) to locate the rectangular parcel corners called for in the description; those parcel corner locations control the location of the easement.
- A "Statement of Historical Usage for 164 North Willard St" signed by Hector Leclair on 4 August 2014 describes his use of the barn/garage, parking, and the exclusive easement, including his original metal fence and later wood stockade fence of 2012. The metal fence appears on a 1980's photograph in the possession of Luke Purvis.
- A horizontal control traverse was conducted for this survey in August 2016.
- Certain survey data shown hereon may vary from recorded data due to differences in declination, orientation, or methods of measurement.
- Unless otherwise labeled, property monuments shown hereon were found in good, stable condition, the reported diameter is inside diameter, and the reported height above (reveal) or below grade is approximate.

CERTIFICATION

This survey is based upon and consistent with an analysis of physical evidence found on the ground, information abstracted from deeds, other pertinent records, and particular information or circumstances cited hereon. Additionally, this plat is consistent with Title 27 V.S.A. Chapter 17, Section 1403.

Albert W. Harris
Albert W. Harris, VT L.S. 584

RECEIVED
OCT 16 2018
DEPARTMENT OF
PLANNING & ZONING



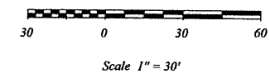
LOCATION MAP

Douglas & Kathy T. Boyden
Volume 679, Page 740



Bearings are based on Magnetic North, 2016

GRAPHICAL SCALE



	Plat of Survey of	
	Lands of Luke B. Purvis	
	164 North Willard Street	
	Burlington, Vermont	
Proj. No. 1603b Fb file Dwn. AWH Ckd. AWH	HARRIS SURVEYING & LAND DISPUTE EVALUATION Hinesburg, Vermont	Date: 22 August 2016 Scale: 1" = 30'

FILED

SEP 26 2016 *lee*

STATE OF VERMONT
SUPERIOR COURT
PURVIS NONCONFORMING USE

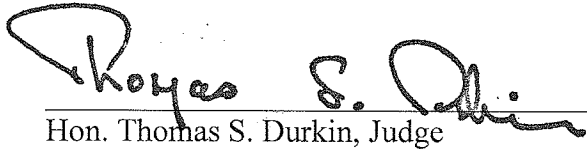
VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION
ENVIRONMENTAL DIVISION
Docket No. 45-5-15 Vtec

STIPULATED ORDER

NOW COME the Parties and hereby stipulate and agree that the Court may enter the following Order:

1. The Court hereby accepts the Settlement Agreement of Luke Purvis, Joseph and Teresa Cleary and the City of Burlington (hereinafter the "Agreement") dated August 23, 2016.
2. The above-captioned matter is DISMISSED, WITHOUT PREJUDICE to the rights of either the Appellant or the City to request that the Court reopen this matter, pursuant to the terms of the Agreement.
3. In the event that either party moves this Court to reopen this matter, the Court shall grant such motion with no need to file a new appeal or pay a new appeal filing fee; the Docket Number shall remain the same and the legal issues to be addressed shall be controlled by the Statement of Questions filed in this matter on or about May 12, 2015.
4. The Parties shall have until August 1, 2017 to file a Motion to Re-open, or a Motion to extend the period for filing such a Motion. If no such filing is made, the underlying Burlington Development Review Board decision shall become enforceable and the appeal period for said decision shall be deemed to have expired.
5. Each side shall bear its own costs and attorney's fees.

APPROVED AND SO ORDERED:

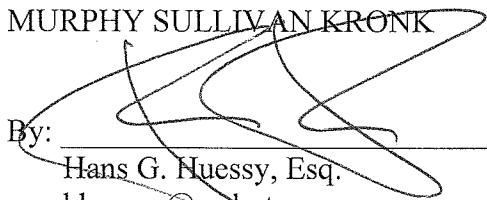

Hon. Thomas S. Durkin, Judge
Environmental Division

9/26/16
Date

[COUNSEL SIGNATURE PAGE FOLLOWS]

DATED at Burlington, Vermont this 22 day of September, 2016.

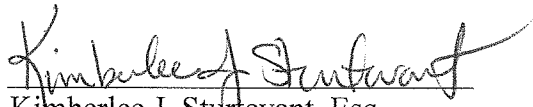
MURPHY SULLIVAN KRONK

By: 

Hans G. Huessy, Esq.
hhuessy@mskvt.com
275 College Street
PO Box 4485
Burlington, VT 05406-4485
802-861-7000
Attorneys for Appellant Luke Purvis

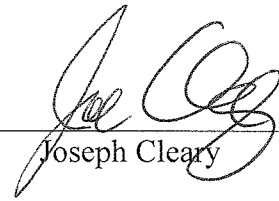
DATED at Burlington, Vermont this 23rd day of September, 2016.

BURLINGTON CITY ATTORNEY'S OFFICE

By: 

Kimberlee J. Sturtevant, Esq.
ksturtevant@burlingtonvt.gov
City Hall, 149 Church Street
Burlington, VT 05401
802-865-7121
Attorneys for City of Burlington

DATED at Burlington, Vermont this 23rd day of September, 2016.

By: 

Joseph Cleary

DATED at Burlington, Vermont this 23rd day of September, 2016.

By: 

Teresa Cleary

SETTLEMENT AGREEMENT

Following mediation with the assistance of Michael Marks, Esq., the Parties signing below have reached the following settlement agreement in reference to all of the issues arising out of or related to the following case: *Purvis Nonconforming Use*, Docket No: 45-5-15 Vtec.

This Agreement is contingent upon approval by the City of Burlington no later than August 26, 2016. If not timely approved, this Agreement shall be null and void. This Agreement is also contingent upon approval by Cleary, following an opportunity to consult with legal counsel, on (not before or after) September 15, 2016. If approved, the Parties shall exchange the documents required to implement the following.

1. Dismissal of Lawsuit. No later than September 19, 2016, the Parties shall dismiss the Lawsuit WITHOUT prejudice; all arguments and contentions of the Parties are preserved in the event of subsequent litigation concerning permits for and/or alleged violations or non-conformance of the Purvis property. Each side shall bear its own costs and attorney's fees.
2. Confidentiality. The Parties shall maintain the confidentiality of this Agreement until the stipulation of dismissal is filed with the Environmental Court.
3. General Releases. No later than November 15, 2016, Purvis shall exchange General Releases with Mr. and Ms. Cleary ("Cleary") in a form consistent with this Agreement and reasonably acceptable to counsel. The Releases shall cover all claims that were or could have been raised between the Parties for any reason, extending to any unknown, undiscovered, and undiscoverable claims, and all persons who in any way could make or be subjected to these claims, including affiliates, principals, members, employees, agents, subcontractors, officers, shareholders and insurers. Provided, however, that the Releases shall not affect claims arising after the date of this Agreement (including, without limitation, claims to enforce deeded rights that are not affected by this Agreement and claims to participate in future permitting proceedings related to either Party's property) which shall remain enforceable.
4. Relocation of Fence and Easement. Reference is made to "Plat of Survey of Lands of Luke B. Purvis 164 North Willard Street Burlington, Vermont," dated August 22, 2016, prepared by Harris Surveying &



1



Land Dispute Evaluation, and attached as Exhibit 1 to this Agreement. Exhibit 1 depicts an "easement area," a "Cleary stockade fence erected December 2015," and a "stockade fence location prior to Cleary purchase see Note 5." Cleary agrees to relocate a portion of the "Cleary stockade fence erected December 2015" in accordance with this paragraph. Starting at its eastern point, the fence post will be relocated to a point half way between its current placement and the eastern corner of the "stockade fence location prior to Cleary purchase see Note 5." Continuing to the west, the next four fence posts shall be relocated so that the fence is moved to the south to a new line to be drawn from the new point of beginning to the western corner of the "Cleary stockade fence erected December 2015. (The posts after the corner post and next four posts need not be moved, because the Parties acknowledge that moving these posts would not result in material movement of the fence for the purposes of this Agreement.) Prior to moving the fence, the Parties shall meet in the field, agree on the location of the new posts, and document their agreement on the new location. Cleary shall obtain any permit amendments required to comply with this paragraph, and Purvis shall not oppose such permits. The fence shall be moved no later than November 1, 2016. No later than November 15, 2016, The Parties shall exchange quit claim deeds confirming that the fence line established by this Agreement shall become the limit of the easement held by Purvis in the Cleary property, and that any easement interest south of the fence is extinguished. Purvis shall prepare the deeds and the related documentation to complete this transaction.

5. Other Agreements Related to Fence. Cleary shall maintain the stockade fence relocated under this Agreement, and such maintenance shall not constitute a trespass on the property of Purvis. Cleary shall limit their entry into the easement area north of the relocated fence for any purpose other than maintenance of the fence, and shall, if feasible, provide twenty-four hours' notice prior to entering such area for maintenance. Purvis shall return any children's toys or effects that travel over the fence onto the Purvis property. There shall not be a gate installed in this portion of the stockade fence. The Parties acknowledge that a lattice will be added to the top of the fence in accordance with City permits for the fence.

6. Quit Claim Deed for Dan's Court. The attached Exhibit 2 depicts a corridor between the eastern boundary of the Cleary property and the boundary of Dan's Court. Purvis asserts that Cleary lacks title to this

corridor. No later than November 15, 2016, Cleary shall convey by quitclaim to Purvis any interest in the corridor shown on Exhibit 2. Purvis shall prepare the deeds and the related documentation to complete this transaction. Cleary shall file an as-built plan with the City's zoning and planning department depicting the revised dimensions of the Cleary property.

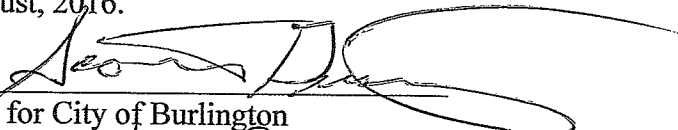
7. Other Agreements Related to City Enforcement. There is a dispute between the City and Purvis concerning the compliance of the Purvis property with the City's zoning ordinances, including (without limitation) whether the Purvis property may lawfully be used as a three-unit residential structure and parking issues related to the property. The City agrees to stay enforcement of any claim related to the use of the property as a three-unit residence until June 30, 2017. There is an interim agreement related to parking on the property between the City and Purvis that is incorporated in this Agreement as Exhibit 3, and will continue in effect (unless earlier amended by agreement) to June 30, 2017. The City and Purvis will meet in another mediation no later than January 15, 2017, to attempt to resolve all disputes related to the compliance of the Purvis property with the City's zoning ordinance; Cleary will not be a party to this next mediation. The parties shall exchange mediation statements at least one week prior to the scheduled mediation.

8. Role of Mediator; Legal Counsel. Any participation by the mediator in the drafting of this agreement was in his capacity as mediator in recording mutually agreeable settlement terms, and does not constitute legal advice to any of the Parties. The Parties do NOT rely on the mediator for legal advice. All Parties were represented by counsel in the drafting of this Agreement, or voluntarily chose to proceed without counsel.

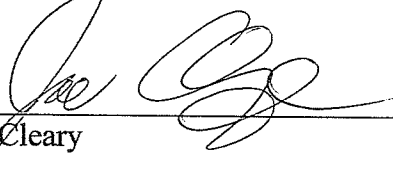
9. Miscellaneous. This Agreement represents a compromise to avoid litigation. By making this Agreement, no Party makes any admission concerning the strength or weakness of any claim. This Agreement is a comprehensive agreement; all prior understandings and discussions are merged into this Agreement. This Agreement may only be amended by a written instrument signed by all Parties. The Parties shall execute such additional documents as are reasonably requested to implement this Agreement. This Agreement shall be interpreted under the laws of the State of Vermont. The presumption against the drafter shall not apply to the

construction of this Agreement. Photocopies of this Agreement shall be as effective as the original. This Agreement shall be binding and enforceable against the successors, heirs and assigns of the Parties.

Dated at Colchester, Vermont, this 23rd day of August, 2016.


Agent for City of Burlington

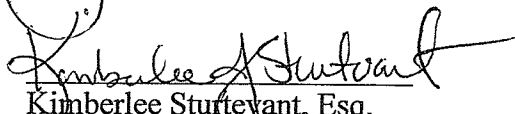
Luke Purvis
Luke Purvis


Joseph Cleary

Teresa Cleary
Teresa Cleary

Approved as to form:


Nicole Killoran, Esq.
Counsel for Purvis


Kimberlee Sturtevant, Esq.
Counsel for City of Burlington

LEGEND

- 3/4" diameter iron pipe set at grade with identification cap
- ⊗ 1" diameter iron pipe found at grade without identification
- ⊙ 3/4" diameter iron pipe with crimped top found without identification
- 1/2" diameter iron rod found 1" above grade without identification
- 6" square old stone monument found without identification
- ◻ 4"x4" timber fence post supporting stockade fence in 2012
- calculated easement corner not yet monumented - see Note 4
- subject parcel property line
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- existing edge of traveled way of public street
- existing edge of private paved drive or street

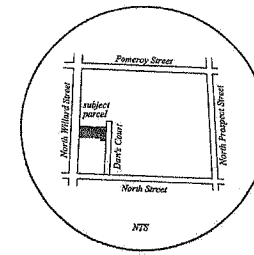
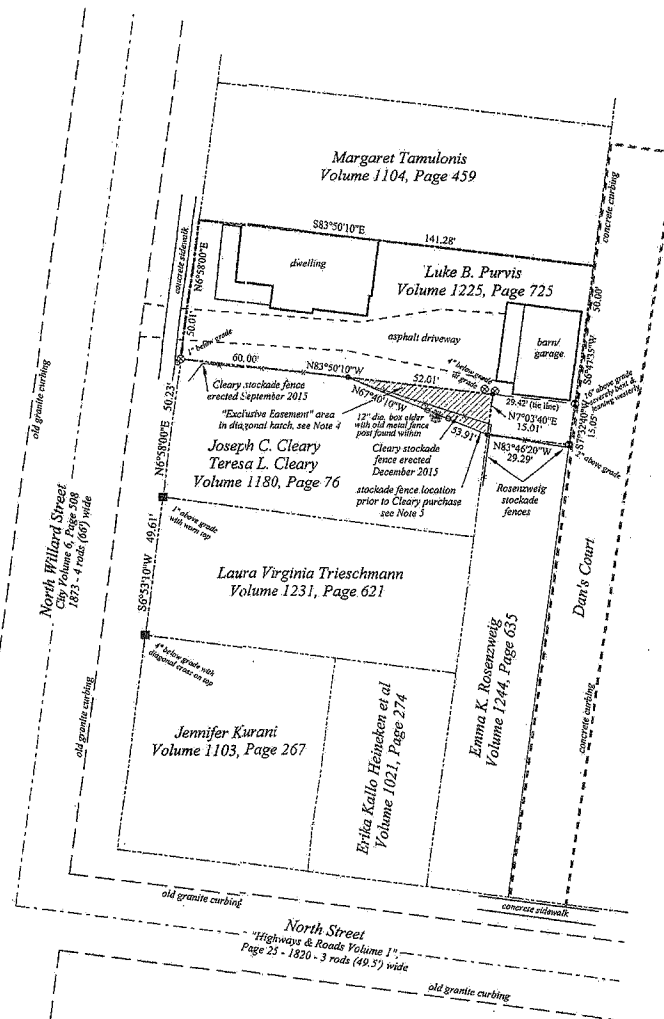
NOTES

- The purpose of this survey is to locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street and the "exclusive easement" which benefits it on the adjoining property of Joseph and Teresa Cleary at 158 North Willard Street.
- Luke Purvis acquired the subject property from Hector Leclair in 2013. Mr. Leclair acquired 164 North Willard in 1966 and then added the small rectangular parcel south of the barn in 1968.
- Hector Leclair acquired 158 North Willard in 1978. He reconveyed it in 1983 with the reservation of an "exclusive easement for ingress and egress and for all other lawful purpose" over a triangular parcel adjacent to the rectangular parcel added to 164 North Willard in 1968 & depicted herein by diagonal hatch.
- The easement description is flawed; it was not surveyed and the line lengths are inconsistent with those cited in legal instruments dating to 1922 in Cleary's chain of title and to 1888 in Purvis's chain of title. The call for the corners of the rectangular parcel are superior to the measurements cited in the description when a conflict exists. Therefore, I have utilized the best available evidence (recovered monuments) to locate the rectangular parcel corners called for in the description; those parcel corner locations control the location of the easement.
- A "Statement of Historical Usage for 164 North Willard St" signed by Hector Leclair on 4 August 2014 describes his use of the barn/garage, parking, and the exclusive easement, including his original metal fence and later wood stockade fence of 2012. The metal fence appears on a 1980's photograph in the possession of Luke Purvis.
- A horizontal control traverse was conducted for this survey in August 2016.
- Certain survey data shown hereon may vary from recorded data due to differences in declination, orientation, or methods of measurement.
- Unless otherwise labeled, property monuments shown hereon were found in good, stable condition, the reported diameter is inside diameter, and the reported height above (reveal) or below grade is approximate.

CERTIFICATION

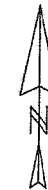
This survey is based upon and consistent with an analysis of physical evidence found on the ground, information abstracted from deeds, other pertinent records, and particular information or circumstances cited hereon. Additionally, this plat is consistent with Title 27 V.S.A. Chapter 17, Section 1403.

Albert W. Harris
Albert W. Harris, VT L.S. 584



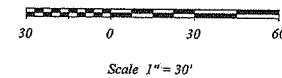
LOCATION MAP

Douglas & Kathy T. Boyden
Volume 679, Page 740



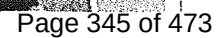
Bearings are based on Magnetic North, 2016

GRAPHICAL SCALE



	Plat of Survey of	
	Lands of Luke B. Purvis	
	164 North Willard Street	
	Burlington, Vermont	
Proj. No. 1603b Pb. file Dwn. AWH Cld. AWH	HARRIS SURVEYING & LAND DISPUTE EVALUATION Hinesburg, Vermont	Date: 22 August 2016 Scale: 1" = 30'

Handwritten signatures and initials.



STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No. 45-5-15 Vtec

Purvis Nonconforming Use

ENTRY REGARDING MOTION

Count 1, Municipal DRB Other (45-4-15 Vtec)

Title: Motion to Continue Trial (Motion 3)
Filer: Luke Purvis
Attorney: Nicole A. Killoran
Filed Date: May 13, 2016

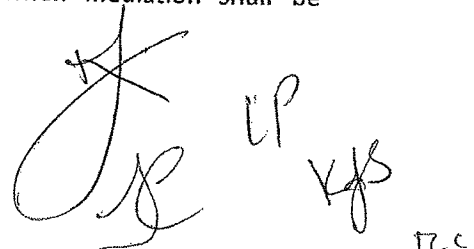
Response in Opposition filed on 05/20/2016 by Joseph and Teresa Cleary, Interested Persons.
Response filed on 05/23/2016 by Attorney Kimberlee J. Sturtevant for the City of Burlington.

The motion is **GRANTED, With Conditions.**

On May 18, 2016, this matter came on for a final pre-trial conference and hearing on Appellant Luke Purvis's motion to continue the trial. During the hearing, the parties advised the Court that they may be able to agree on conditions that would allow for the trial to be continued. The Court then directed the parties to complete their discussions, in private, about those possible conditions and report to the Court prior to close of business on Friday, May 20th, of what terms they wish to suggest and whether they have reached an agreement.

The parties have reported to the Court that they were unable to reach agreement on interim conditions by which Appellant Purvis's continuance motion could be granted. In reviewing the parties' various proposed conditions, it appears to the Court that the suggested conditions have many common points. Given that a continuance of the trial, now scheduled for June 7th, would be an accommodation for Appellant and against the general wishes of his neighbors, Joseph and Teresa Cleary, we hereby **GRANT** Appellant Purvis's continuance motion, subject to the following conditions:

1. The parties shall continue their settlement efforts while this matter is pending, including the use of an agreed-upon mediator, if the parties can agree upon the mediator to be used, payment, and the timing of when mediation shall be completed.

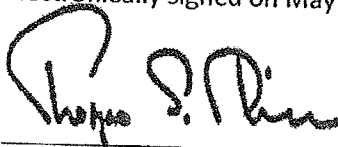
Handwritten signatures and initials, including a large signature on the left, initials 'LP' in the middle, and initials 'VJS' on the right, followed by the letters 'TLC'.

2. During this pre-trial period and while the parties' settlement efforts are on-going, Appellant Purvis shall only park vehicles on the paved driveway portion of his property. He shall refrain from using the easement area he currently enjoys to the south of his driveway.
3. During this pre-trial period and while the parties' settlement efforts are on-going, the City of Burlington shall defer its enforcement actions concerning the manner in which Mr. Purvis or his invitees have parked vehicles on his property or the easement area.
4. These terms represent interim, temporary measures that the Court hopes will maintain the status quo between the parties and minimize the opportunity for further conflict to develop. No party shall be prejudiced by these conditions, either at the de novo trial of this appeal or in any other action.
5. If the parties reach an impasse in their settlement discussions prior to trial, any party may request that the Court vacate this interim set of pre-trial conditions.

The trial currently scheduled for June 7, 2016 is hereby **CONTINUED** and will be rescheduled for trial sometime after September 1, 2016. The parties are hereby directed to advise the Court, in writing and **no later than Friday, July 1, 2016**, of their unavailable days for trial during the months of September and October, 2016. This matter has already exceeded, as of March 18, 2016, the anticipated deadline for timely disposition, per the Court's estimated disposition guidelines. The Court therefore wishes to advise the parties to expect that no further trial continuances will be granted.

So ordered.

Electronically signed on May 23, 2016 at Burlington, Vermont, pursuant to V.R.E.F. 7(d).

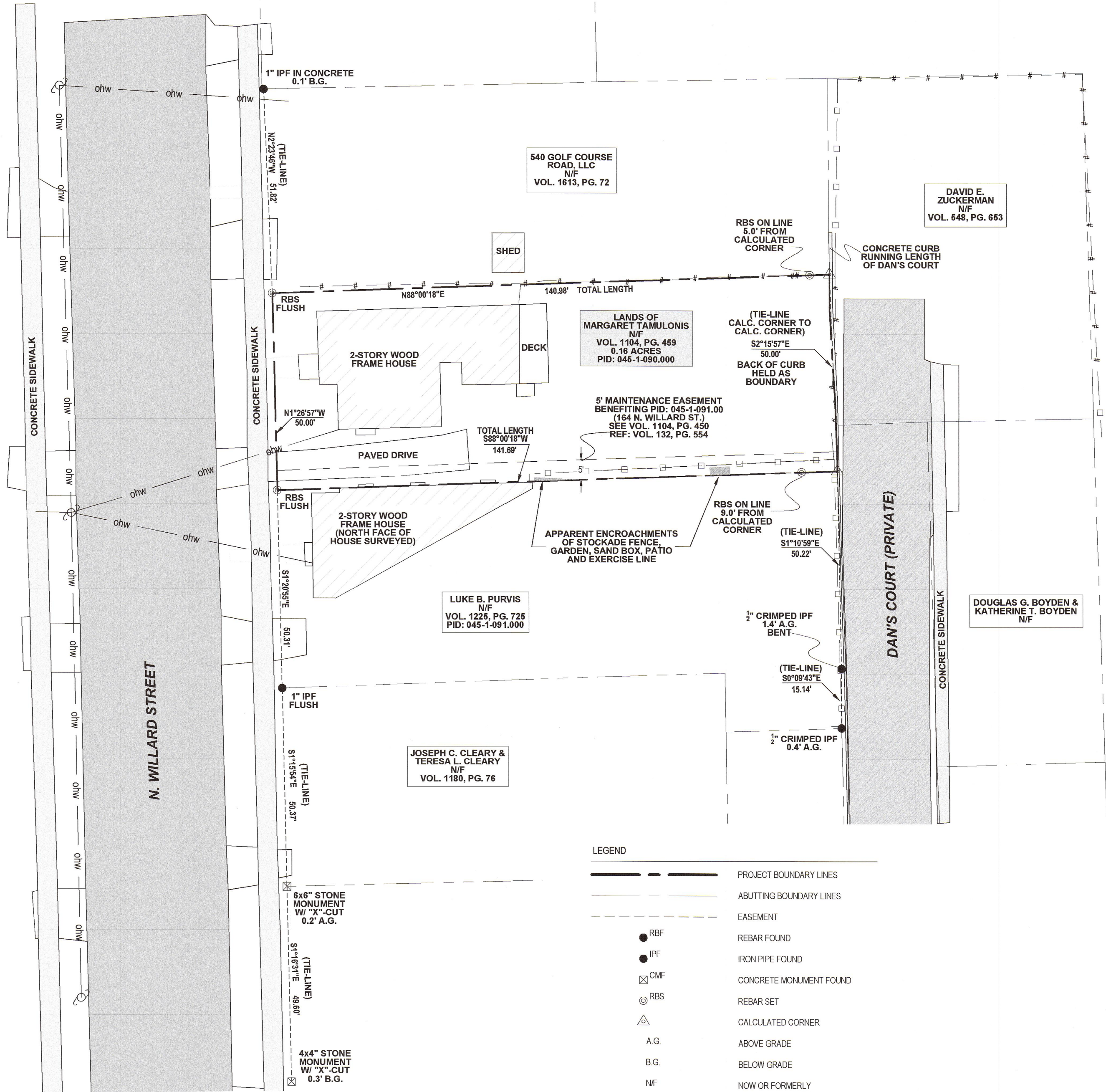


Thomas S. Durkin, Judge
Environmental Division

Notifications:

Nicole A. Killoran (ERN 5727), Attorney for Appellant Luke Purvis
Kimberlee J. Sturtevant (ERN 4778), Attorney for Interested Person City of Burlington
Interested Persons Joseph and Teresa Cleary

THIS IS ORIGINAL LINK ON MYLAR



ZONING DATA
DISTRICT: (RL) RESIDENTIAL LOW DENSITY

MINIMUM DISTRICT STANDARDS:
LOT SIZE = MINIMUM 6,000 SQ. FT.
FRONTAGE = AVERAGE OF 2 ADJACENT LOTS
± 5 FT.

SETBACKS:
SIDE = MINIMUM 10% OF LOT WIDTH OR
AVERAGE OF SIDE YARD SETBACKS OF 2
ADJACENT LOTS
REAR = MINIMUM 25% OF LOT DEPTH BUT IN NO
EVENT LESS THAN 20'
MAX HEIGHT = 35'

SURVEY REFERENCES:
1. AN UNRECORDED SURVEY TITLED "PLAT OF SURVEY OF LANDS OF LUKE B. PURVIS - 164 NORTH WILLARD STREET, BURLINGTON, VERMONT" DATED AUGUST 22, 2016 BY HARRIS SURVEYING AND LAND DISPUTE EVALUATION AND PROVIDED TO MARGARET TAMULONIS BY LUKE B. PURVIS.

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THIS PLAN IS BASED ON INFORMATION ABSTRACTED FROM PERTINENT DEEDS AND/OR OTHER OFFICIAL RECORDS AND CONFORMS TO THE REQUIREMENTS OF 27 VSA § 1403.

DATED THIS 17th DAY OF November, 2023
Michael C. Gaines L.S. 024.0132673

PARCEL INFORMATION
OWNER: MARGARET TAMULONIS
VOL. 1104, PG. 459
SPAN: 114-035-15644
PARCEL ID: 045-1-090.000



- SURVEY NOTES:**
1. BEARINGS SHOWN HEREON WERE GENERATED FROM SURVEY GRADE GPS READINGS COLLECTED WITH A TRIMBLE R12 GPS RECEIVER ON RANDOM CONTROL POINTS AND ADJUSTED TO VT GRID NAD83(2011) USING REAL TIME KINEMATIC CORRECTIONS FROM A VIRTUAL REFERENCE STATION GENERATED BY THE VERMONT CORS NETWORK.
 2. NO ATTEMPT HAS BEEN MADE TO LOCATE OR IDENTIFY ANY EASEMENTS OR RIGHTS OF WAYS UNLESS OTHERWISE SHOWN ON THIS PLAN.
 3. A CLOSED TRAVERSE SURVEY WAS COMPLETED IN OCTOBER, 2023 USING A LEICA TOTAL STATION. THE RESULTING ERROR MEETS OR EXCEEDS THE MINIMUM REQUIRED STANDARDS FOR A SUBURBAN SURVEY AS ESTABLISHED BY THE VERMONT BOARD OF LAND SURVEYORS.
 4. ALL EVIDENCE OF MONUMENTATION FOUND ON THE SURVEYED PREMISES IS SHOWN HEREON. MONUMENTATION FOUND IS CONSIDERED TO BE IN GOOD AND STABLE CONDITION UNLESS OTHERWISE NOTED. ALL IRON PIPE DIMENSIONS PERTAIN TO INSIDE DIAMETER UNLESS OTHERWISE NOTED.
 5. THE RIGHT OF WAY WIDTH FOR NORTH WILLARD STREET, OF 4 RODS (66') IS BASED ON PREVIOUS SURVEYS OF RECORD AT CITY VOLUME 6, PAGE 508, MONUMENTATION FOUND, THE TRAVELED WAY, AND VERMONT STATE STATUTE.
 6. ALL AREA CALCULATIONS ARE BASED ON THE EDGE OF THE RIGHTS OF WAY OF SAID ROAD AND NOT THE CENTERLINE THEREOF.
 7. ALL REBARS SET ARE 5/8" WITH A CAP STAMPED M.C. GAINES VTLs 024.0132673 AND ALL MONUMENTATION FOUND IS AS NOTED.
 8. UNAUTHORIZED ALTERATIONS AND/OR MODIFICATIONS TO THIS PLAN SHALL INVALIDATE ANY AND ALL CERTIFICATIONS MADE BY BARNARD & GERVAIS, LLC AND FURTHER ANY PARTIES INVOLVED IN SAID ALTERATIONS AND/OR MODIFICATIONS SHALL BE HELD LIABLE AND MAY BE PROSECUTED IN A COURT OF LAW.
 9. BARNARD AND GERVAIS, LLC MAKES NO WARRANTIES THAT ALL ENCUMBRANCES THAT EXIST FOR THE SUBJECT PARCEL ARE SHOWN HEREON. ADDITIONAL ENCUMBRANCES THAT MAY EXIST INCLUDE, BUT ARE NOT LIMITED TO, WETLANDS, WELL AND SEPTIC ISOLATION ZONES, HAZARDOUS WASTE SITES AND/OR BROWNFIELDS WITH ASSOCIATED ISOLATION ZONES.
 10. THIS BOUNDARY RETRACEMENT PLAT IS NOT INTENDING TO CREATE ANY EASEMENTS OTHER THAN THOSE SPECIFICALLY LISTED AND DESCRIBED HEREON. ANY DRIVES, PATHS, TRAILS OR OTHER AMENITIES SHOWN HEREON ARE CONSIDERED PRIVATE UNLESS OTHERWISE NOTED.
 11. THE DEEDED DIMENSIONS FOR THE SURVEYED PARCEL AS REFERENCED IN KEY DEED VOL. 132, PG. 554 AND RECORDED 9/30/1949, DESCRIBE A FRONTAGE OF 50' AND A DEPTH OF 165' MORE OR LESS. RECORDS FOUND ON FILE WITH THE BURLINGTON DEPARTMENT OF PUBLIC WORKS PERTAINING TO DAN'S COURT REFER TO ITS STATUS AS A PRIVATE ROAD AS EARLY AS 4/19/1948. IT IS THE OPINION OF BARNARD & GERVAIS, LLC THAT THE SUBJECT PARCEL'S EAST OR BACK BOUNDARY LINE HAS ACQUIRED TO THE BACK OF THE WESTERLY CURB OF DAN'S COURT.

RECEIVED FOR RECORD IN THE CITY OF BURLINGTON THIS _____

DAY OF _____, 20____

MAP BOOK# _____, PAGE# _____, SLIDE# _____

AT _____ O'CLOCK _____ MINUTES _____ M

AND RECORDED IN BURLINGTON, VERMONT

ATTEST _____ TOWN CLERK

DATE	DESCRIPTION	BY
REVISIONS		
BARNARD & GERVAIS, LLC Land Surveying Water & Wastewater Environmental Consulting 167 Main Street, P.O. Box 820 Burlington, VT 05401 Telephone: (802) 933-5168 10523 VT Route 116, P.O. Box 133 Hinesburg, VT 05601 Telephone: (802) 482-2567		
LANDS OF		PROJECT NO. 23362
DATE: 11-16-2023		SCALE: 1" = 20'
MARGARET TAMULONIS		SURVEY: AW, JG
172 NORTH WILLARD STREET, BURLINGTON, VERMONT		DRAWN: MCG
BOUNDARY RETRACEMENT SURVEY PLAT		CHECKED: MCG
THESE PLANS WITH LATEST REVISIONS SHOULD ONLY BE USED FOR THE PURPOSE SHOWN BELOW:		DRAWING NO. PL-1
☐ SKETCH/CONCEPT ☐ PRELIMINARY ☒ FINAL LOCAL REVIEW		SHEET 1 OF 1

LEGEND

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- ⊗ 1" diameter iron pipe found at grade without identification
- ⊙ 3/4" diameter iron pipe with crimped top found without identification
- ⊙ 1/2" diameter iron rod found 1" above grade without identification
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- adjoining parcel property line
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- existing edge of private paved drive or street

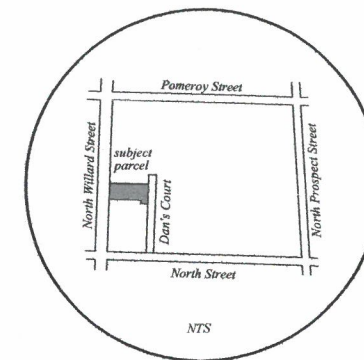
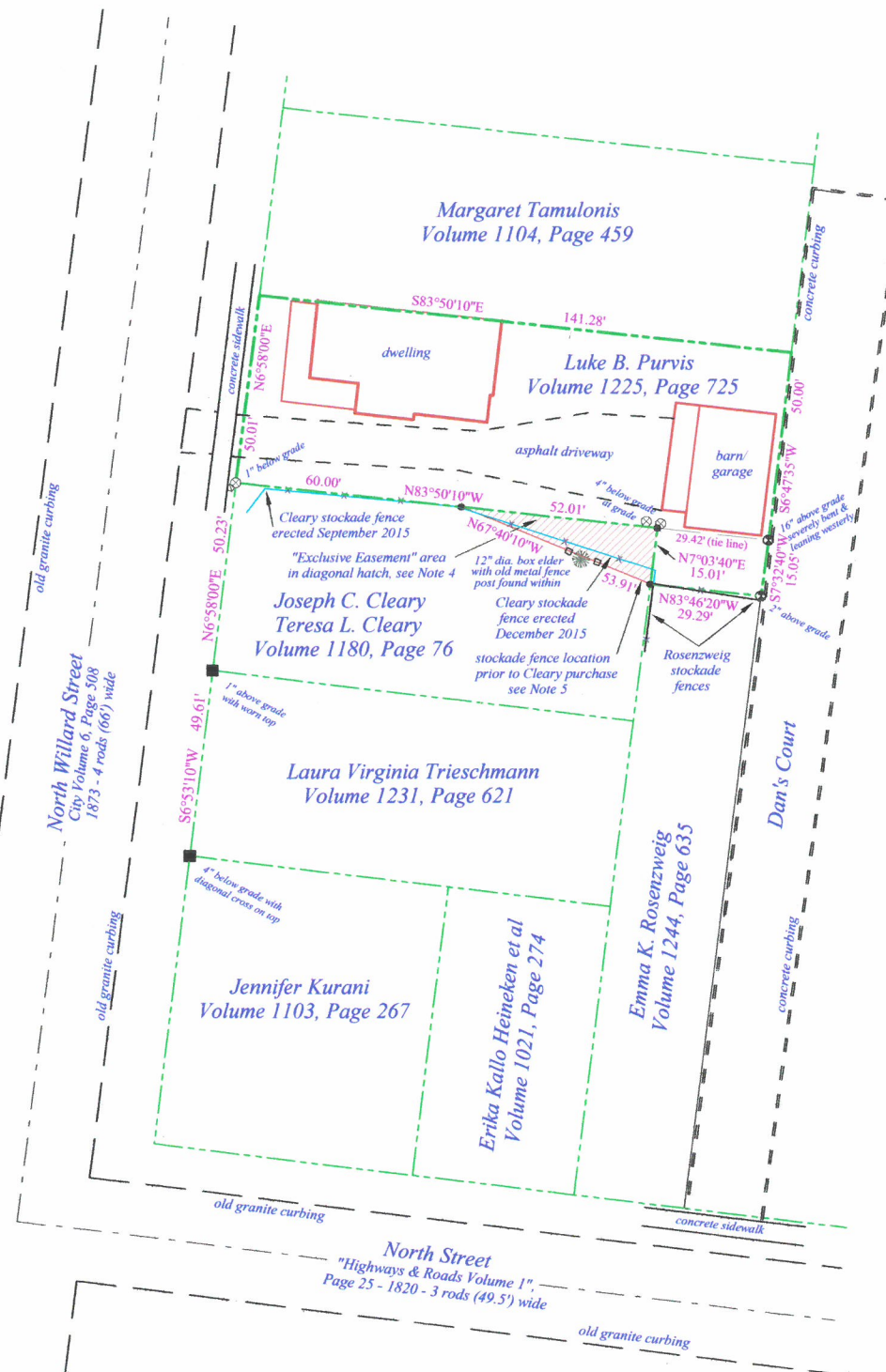
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CERTIFICATION

This survey is based upon and consistent with an analysis of physical evidence found on the ground, information abstracted from deeds, other pertinent records, and particular information or circumstances cited hereon. Additionally, this plat is consistent with Title 27 V.S.A. Chapter 17, Section 1403.

Albert W. Harris
Albert W. Harris, VT L.S. 584



LOCATION MAP

Douglas & Kathy T. Boyden
Volume 679, Page 740



Bearings are based on Magnetic North, 2016

GRAPHICAL SCALE



Scale 1" = 30'

	Plat of Survey of	
	Lands of Luke B. Purvis	
	164 North Willard Street	
	Burlington, Vermont	
Proj. No. 1603b Fb. file Dwn. AWH Ckd. AWH	HARRIS SURVEYING & LAND DISPUTE EVALUATION Hinesburg, Vermont	Date: 22 August 2016 Scale: 1" = 30'

To: Development Review Board
From: Luke Purvis and Christina Lauterbach
Re: ZAP-25-4 – Response to July 15, 2025 Staff Report

Summary

This responds to the City Staff's July 15, 2025, position paper regarding ZAP-25-4. This response may seem long, however, the only way we know to respond to oversimplification and loss of context is to provide a thorough and complete record.

The City recommends denying our appeal and suggests the Board may only consider the permit extension request. We respectfully disagree and offer the following clarifications:

- We are not appealing the approval of ZP-21-275 or attempting to undo it.
- We are appealing the zoning manager's administrative actions taken after the approval, which have failed to incorporate the settlement into the permit as required in the Standard Permit Conditions.
- The Accurate Site Plan requirement in Section 9(c) of the settlement remains valid, enforceable, and linked to ZP-21-275 through standard permit conditions.
- The present dispute highlights how the City's changing interpretation of the nonconformity has undermined the settlement's intended resolution.
- The DRB is responsible for all aspects of permit administration, not just approval. Specific to this permit and perhaps unusual to most permit appeals is the incorporation of a settlement. The DRB retains the authority to direct that the accurate site plan be accepted as per the requirements of the Permit and the extension granted.

1. Scope of the Appeal

The Staff Report claims that "only the denial of the requested time extension can be considered now." This is mistaken.

We agree with the statement that "much of the documentation we submitted pertains to matters already adjudicated." However, the City's interpretation and exclusion of relevant records is not neutral. Important code enforcement and zoning history have been omitted from the staff report and have direct relevance to the unresolved status of the Accurate Site Plan area.

What is not being considered:

The Easement is part of the Accurate Site Plan Area and has relevant zoning and enforcement history:

- The Easement was part of a 2014 written complaint and was investigated by Code Enforcement, but no lot coverage violation was issued.
- When the Environmental Court was asked to evaluate a permit appeal at 158 North Willard that used the Easement as green space in a lot coverage calculation (Appeal #19-0474DT), the applicant withdrew, and the Court did not rule. This avoided identifying the conflict between zoning enforcement at our property and zoning allowances nearby.

The 1968 Parcel is part of the Accurate Site Plan area and has a relevant zoning and enforcement history:

- The 1968 Parcel is part of the nonconformity identified in the written complaint, which alleged gravel deposited on more than one property and did not receive a lot coverage violation.
- It was the subject of ZAP-21-560, which requested a determination of preexisting nonconforming status for gravel south of the driveway.
- That appeal was withdrawn in conjunction with the 2022 settlement. That decision yielded no lot coverage violation, and no decision about this gravel has ever required it to be modified.
- ZAP-21-560 (Legal Pre-Existing Non-Conformity Status) did not deny this area the right to be considered an unenforceable violation. In ZAP-21-11, an appeal about our property, the Zoning Manager stated that "neither unpermitted parking area has been recognized as a pre-existing nonconformity or an unenforceable violation," but that statement does not say the status has been denied, which would have precluded us from applying it now.

These two areas were explicitly investigated and left without violations. This is part of the City's enforcement history and directly relevant to whether the site plan can be declared accurate under the terms of the settlement.

Finally, a central issue in this appeal is the City's refusal to acknowledge or document the gravel area adjacent to the driveway, referred to as the "Accurate Site Plan" area, even though Section 11 of the 2022 Settlement Agreement explicitly states the City "will take no further enforcement action" against it. This area was not resolved, but rather exempted from enforcement as part of a negotiated compromise. Blocking its documentation now, while claiming it was resolved, contradicts both the plain terms of the Settlement and the City's responsibility to maintain accurate zoning records. This is not about expanding use, it's about ensuring accurate depiction of a known and longstanding condition, the City has already agreed not to enforce.

- 11) So long as this Agreement is in effect and the Parties are in compliance with the terms herein, Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City, and the City shall take no further zoning enforcement action against either the multi-family issue, remediation of the area adjacent to the parking area, or the patio. Nothing in this agreement shall prevent the City from enforcing its zoning ordinances or pursuing enforcement actions unrelated to this Agreement.

The settlement requirement remains valid, unfulfilled, and bound to ZP-21-275. There is no condition in the settlement binding it to ZP-21-275. That was the City's choice alone. As a result of the City's choice to tie the settlement to ZP-21-275, the DRB retains authority to direct that the accurate site plan be accepted as required by the permit and settlement.

2. The Accurate Site Plan Requirement Was Improperly Altered

The issue at hand is not the validity of the original approval, but whether the zoning administrator had the authority to alter the settlement terms by denying an accurate site plan using the permit it is linked to. There is no requirement that the Permit Site plan must be the Settlement's Detailed and Accurate Site Plan.

The City has acknowledged that ZP-21-275 was issued with a standard condition linking it to the 2022 settlement. Section 9(c) of that settlement requires that we submit an accurate site plan reflecting existing site conditions and past enforcement history. We believe our enforcement history over the last decade, across multiple permits and staff interpretations, is a necessary part of what constitutes "accuracy."

We submitted a site plan consistent with that requirement. It included no new development. The zoning administrator rejected it and instead attached a different document not intended to serve as a site plan.

Once ZP-21-275 was approved, the question becomes: how does the City now fulfill the accurate site plan obligation under the settlement? The zoning administrator's unilateral decision to substitute a different plan amounts to rewriting a term of the settlement without authority. Please see attachment A in 164 North Willard St Attachment Index_ZAP-25-4 and the current state of our property attached here.

The DRB retains jurisdiction over this issue. A zoning manager's decision in the administration of a permit does not empower them to modify a settlement agreement. The accurate site plan obligation must still be fulfilled.

We respectfully ask the DRB to direct the City to fulfill this settlement term.

3. Shifting Interpretations Created the Present Conflict

Since 2014, enforcement at our property has centered on parking use violations, not lot coverage. This distinction was the basis of earlier DRB decisions and the 2022 settlement.

In 2022, however, during ZAP-22-3, the Zoning Manager then stated that parking use was now “largely irrelevant,” and the issue was whether the gravel contributed to lot coverage. This shift in interpretation fundamentally altered the standard, leaving us subject to new zoning rules that postdate our original violation. This change in the non-conformity must then be applied to the city’s decisions, actions, and settlements.

We remind the board of Appeal #19-0474DT, which would have identified the conflicting standards between enforcement and zoning within the same nonconformity. This shifting of standards is central to our need for an accurate site plan. We cannot comply with the settlement’s intent unless the City acknowledges its prior decisions and enforcement scope. The City has not issued any enforceable lot coverage violation for the Easement or 1968 Parcel and should not now penalize us for conditions previously deemed acceptable.

We ask that the DRB require the zoning manager to incorporate these enforcement and zoning decisions into the staff report so that the DRB receives a full and accurate record, not a curated version that pre-determines the outcome.

4. Extension Denial Ignores Unresolved Questions and Barriers to Completion

The City’s denial of our extension request stated there was “no reason for an extension.” That is inaccurate.

- The boundary dispute remained unresolved. The City has seen surveyor communications indicating uncertainty.
- The Button Survey had not yet been completed.
- Over 1,000 pages of relevant public records were delayed until after the hearing date was set, giving us just three weeks to incorporate them.
- Our zoning questions, such as how to treat the concrete pad during the dispute, were raised in March and May 2025 and never answered. These questions remain directly relevant to compliance with ZP-21-275 and ZAP-25-4.
 - In ZAP-21-275, we specifically asked staff to provide the CDO sections related to site plans so we could compare those provisions to the settlement. We never

received a response.

- In contrast, in ZAP-25-2, a different City staff member provided the CDO sections related to ADA ramps, which allowed us to identify a lack of application of relevant provisions in the approved permits.
- These are markedly different treatments for the same type of accommodation request.

Additionally, the concrete pad is a central feature in the boundary dispute. We cannot remove it until the matter is resolved, especially because the neighboring property (172 North Willard) claims the pad as part of their property while simultaneously omitting it from their site plan. This is not an avoidable delay but a direct result of the City's failure to acknowledge and support resolution. Moreover, that omission creates a site plan inaccuracy that undermines their boundary claim.

5. Unequal Treatment in Post-Approval Modifications

The DRB should also consider the differing treatment we received compared to our neighbors at 172 North Willard.

- ZP-23-560, their permit, received a post-approval walkway modification involving gravel in a setback.
- Our request for a similar walkway was denied.
- Their zoning administrator called them proactively to suggest the walkway change. We have never received a call or support from our zoning administrator.
- Both situations involve gravel and similar CDO sections. Equal treatment under the zoning code is a matter of fairness.
- The City Staff Report now alleges our patio and other aspects of our property are out of compliance, but provides no basis for that allegation. A photo taken by Director Bill Ward during a recent site visit contradicts this claim, or at least demonstrates our compliance based on our understanding of the boundary.
- If the zoning manager truly believes our patio is out of compliance, why were we not offered the same walkway accommodation that was offered to our neighbors?

6. Why Public Records Are Now Necessary

When the 2022 settlement was signed, the goal was to resolve a specific zoning conflict. At that time, we paused our public records requests.

However, since then, the City's interpretation of the nonconformity has shifted from parking use-based to lot coverage-based. The current standard no longer matches the one addressed by the settlement. As a result, the CDO now interacts differently with our property and with ZP-21-275 than it did when the agreement was signed.

The present need for records could not have been predicted when the settlement was drafted. The settlement did not resolve the nature of the nonconformity under the City's new interpretation. These records are not being requested to relitigate closed issues, but to inform how enforcement has evolved and to resolve the current disputes fairly.

We are entitled to receive the full enforcement history to meet our obligations and protect our rights. The DRB should not make a decision based on only part of the record.

7. Preemptive Clarification: Settlement Compliance and the CDO's Structure-Based Standard

The City may assert that our continued parking in the gravel area adjacent to the driveway violates the 2022 Settlement Agreement or that we failed to install the required turnaround area. Both claims are inaccurate.

We installed the required turnaround in September 2022 and fully complied with the prohibition on parking in the adjacent gravel area between May and October 2022. It was only after the Zoning Manager shifted the enforcement standard from use-based to structure-based that we reconstructed the area destroyed by the turnaround spot, consistent with the City's now-stated position that nonconformity is assessed based on physical characteristics. See attached email to Kim Sturtevant from 4/6/2025 stating that we had reconstructed.

Under Section 5.3.2 of the Comprehensive Development Ordinance (CDO), reconstruction of a nonconforming structure is allowed when the minority of the structure has been destroyed, as occurred here.

Maintaining and restoring the nonconforming structure is allowed by right. Reconstruction is not included in the CDO's definition of "development," and therefore does not require a zoning permit.

In contrast to the staff report's assertion that "no apparent effort has been made to make the required changes" to the turnaround spot, we have informed both the Zoning Manager and the City Attorney of our reconstruction efforts and removal of the turnaround spot, demonstrating our continued commitment to resolving these matters transparently. The City had an opportunity

to negotiate the removal of the entire gravel structure adjacent to the driveway, but instead protected it in section 11.

CDO §5.3.5(a) further protects the ability to maintain nonconforming structures and states:

“Nothing in this Part shall be deemed to prevent normal maintenance and... reconstruction of a non-complying structure...”

The City’s deliberate refusal to allow accurate documentation of the “Accurate Site Plan” area, including the Easement and the 1968 Parcel, undermines the legal right to reconstruction. By shielding these areas from being reflected in the site plan, the City is making it unnecessarily difficult for us to access the reconstruction provision of the ordinance and to demonstrate the legitimacy of our actions. This tactic mischaracterizes lawful, ordinance-supported activity as a violation of the Settlement Agreement, and in doing so, distorts both the intent and legal protections built into the CDO.

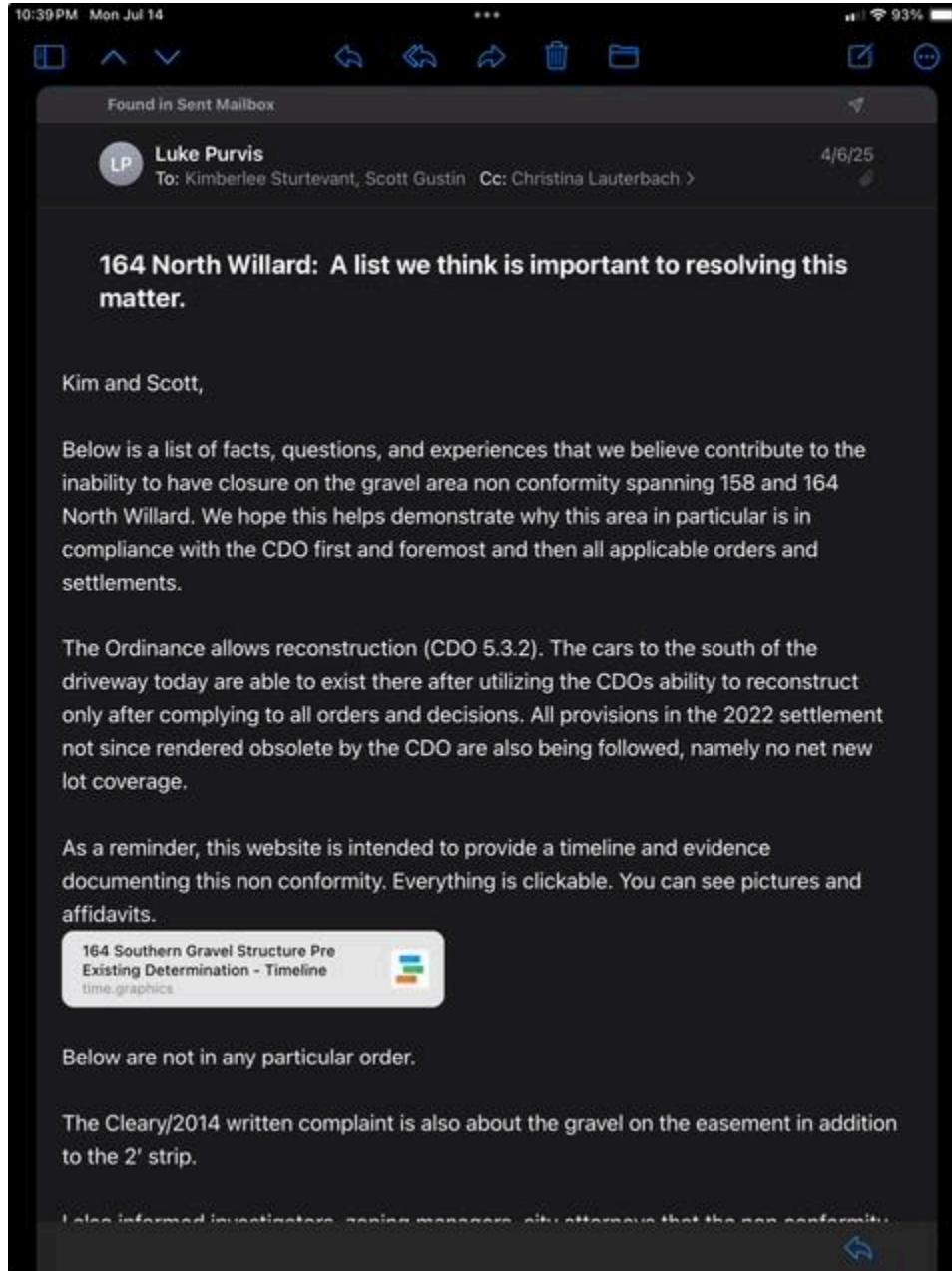
Our appeal asks only to clarify and document what is already protected and acknowledged under the ordinance and the City’s enforcement history.

Relief Requested

We respectfully ask the DRB to:

1. Reverse the denial of our permit extension.
2. Direct the zoning administrator to accept our accurate site plan by the 2022 settlement and the enforcement history.
3. Confirm that shifting standards cannot be used retroactively to deny procedural rights.
4. Require the City to incorporate all relevant enforcement actions and DRB matters into the staff report.
5. Stop the City from making unsubstantiated allegations without all the evidence during our appeal hearings.

Email stating reconstruction:





164 166 North Willard St

Site plan including utility easment to north, exclusive use easement to south and 1968 Parcel

Made on 8/1/2024

Depicting the turnarond spot removed and the larger area excempted from enforcement reconstructed using CDO 5.3.2

[illegible]

Scott Gustin

Hi Luke. I've looked over your updated site plan along with the recent settlement agreement. I don't see any lot coverage info as required by Sec. 9 c of the agreement. In looking through the records for this property, it looks like existing lot coverage is ~66.9%. The site plan for this application needs to demonstrate no net increase in lot coverage (i.e. as much or more lot coverage is removed as is created by the patio).



15 July 2025

Dear Members of the Development Review Board,

We are homeowners of 172 North Willard Street and have been living with our neighbors' new fence incorrectly installed on our property. Much of this information is already in the files related to the properties at North Willard Street, and we appreciate your brief review. ZAP-25-4 was filed by our next door neighbor Luke Purvis of 164 North Willard Street. ZAP-25-4 is a permit extension request for ZP-21-275. We have been negatively impacted by the fence in ZP-21-275 that was built well onto our property, causing an unwanted, unnecessary, and incredibly uncomfortable disruption in our neighborhood. We have asserted our concerns to the appellant, the City, and, in 2023 had a Boundary Retracement Survey completed by Michael Gaines of Barnard and Gervais, confirming the encroachment of the fence that is permitted under ZP-21-275 to be built in another location (on our neighbor's own property at 164 North

1

ZAP-25-4 Denial to Extend ZP-21-275 Development Review Board Submission 15 July 2025 Melanie Jannery Margaret Tamulonis of 172 North Willard Street, Burlington, VT

Willard Street). Unfortunately, and largely due to asserting our Land Rights to our neighbor AND the limits the City has in regards to enforcing unpermitted work that has occurred during the related work of a permit, there is still a fence on our property that is unwanted and not permitted (“allowed”)to be there.

We have assertively advocated for the reversal of this unfortunate and burdening situation through direct communication and the complaint processes. Although **the permitted fence was built at a size 2.5 - 3.1 feet wider than it was permitted for along appellant’s northern boundary**, we had to commission a costly survey before the City would take action. Once the City took action to do a Zoning Complaint Investigation, staff found **“Fence installed on North side of property was installed on neighbors property. Patio installed also encroaches onto neighbors property thus not meeting the five foot set back requirement”** as written in the **February 4, 2024 Zoning Violation Warning Letter**. We learned that we would need to wait until the appellant went to close out the permit before enforcement actions occur.

After learning this, we continued our advocacy for its removal by presenting, as outlined in the Permit Conditions of ZP-21-275 the “error” stated on the appellant’s survey of a rear measurement of 66 feet on ZP-21-275 where his 2016 Albert Harris Boundary Survey identified his back property measurement 65.05 feet. This “error”, in itself, takes about 74 square feet (78’ * .95) from 172 North Willard Street property. In the actual situation we are faced with currently not being able to access well over 200 square feet of our property. Ultimately, each angle we took in asserting this led us only back to needing to wait until appellant seeks a Certificate of Occupancy for permitted work scheduled to be closed out by May 26, 2025. Yet, we are faced with appellant’s request to extend the work of ZP-21-275 through his appeal in ZAP-25-4.

Section 3.2.9 d of the Burlington City Ordinance states specifically on zoning permits that **“Extensions of time may be granted only when the work or action authorized under the zoning permit remains compliant with the current zoning regulations.”** The Zoning Violation Warning Letter that was issued to Luke Purvis February 6, 2024 prompted no action on appellant’s part to correct the placement of his fence. In fact, appellant made several **statements, beginning June 20, 2024, reporting “The work is complete”** and continued with this statement into May 2025 when he requested to extend ZP-21-275 on May 11, 2025 and on May 19, 2025 when he filled out the Building Permit CBP-25-329 related to ZP-21-275. Appellant’s narrative shifted drastically about the completed work on May 22, 2025 when he was DENIED the requested permit extension for ZP-21-275. On **May 27, 2025** he added to the file **criticism of City staff** and **newly claimed ZP-21-275 as an ‘unfinished project’**. **Appellant’s May 11, 2025**

Request of Permit Extension for ZP-21-275 was administratively denied on May 22, 2025. Requests and statements pertaining to Appellant's desire for time extensions (ie: "second extension request" dated May 26, 2025 / 4 days after Administrative Decision was made) **This additional information and related requests should be omitted from ZAP-25-4 as decision was made May 22, 2025.**

From our observation, the work of ZP-21-275 was pretty much completed during 2023 with the exception of playful additions and adjustments to the play area attached to it, AND the **appellant's fence being built on OUR property.** We have not been aware of any further work related to the appellant's fence, and we are a household with residents home at all hours. The fence remains on our property, unpermitted. We would like it removed.

- **2023 Boundary Retracement Survey by Michael Gaines (Barnard and Gervais)** confirmed the encroachment of 2.5–3+ feet {Aligning with 2016 Harris Boundary Survey - please review discussion for more details}
- **February 6, 2024**, the City issued a **Zoning Violation Warning Letter**
 - Despite this, appellant has taken no action to correct this gross error and has repeatedly delayed resolution by seeking permit extensions and now appealing the denial of that extension
- **June 20, 2024** appellant stated in City messaging regarding ZP-21-275 **"This work is complete."**
- **October 1, 2024** appellant submitted his statement from June 20, 2024 from the City messaging regarding ZP-21-275 **"This work is complete."** as part of his written testimony on another matter before the Development Review Board.
- **May 11, 2025** in his request to extend ZP-21-275 appellant again stated **"This work is complete."**
- **May 19, 2025** appellant filled out a Building permit application CBP-25-329 "privacy fence and gates" and checked off **"YES"** to **"Has this work been completed without a permit?"**
- **May 22, 2025** appellant was **denied** his permit extension request.
- **May 27, 2025** appellant put another statement into the file, adding in **criticism of city staff** and **newly claiming the ZP-21-275 as an 'unfinished project'.**

Zoning Permit ZP-21-275 Conditioned by Legal Settlement Agreement

ZP-21-275 has some uniqueness to it, in that it was **only permitted** ("allowed") **following the April 4, 2022 Revised Settlement Agreement between Appellant Luke Purvis and the City** with the requirement that the appellant must be in

compliance with what is outlined in this agreement. The Appellant is out of compliance with the 2022 Settlement Agreement he entered into with the City where this permit was contingent on him following what was outlined in that legal agreement. **Luke Purvis should not be granted this extension and we request that the City begin enforcement actions to the highest extent allowable.**

Project Permit Conditions 1 & 2 for ZP-21-275 state:

1. **This zoning permit includes by reference the April 4, 2022 settlement agreement between the applicant and the City of Burlington and all provisions contained therein.**
2. **Fences** may be placed within the required setback along a property line, but **shall be setback sufficiently to provide for the maintenance of both sides of the fence without entering onto the adjacent property** and shall present a finished side to the adjoining property and public street. Fences placed within a clear sight triangle shall adhere to the standards of Sec. 5.2.6 (c).

Appellant has **not been compliant with the 2022 Revised Settlement Agreement** with the City. This includes, parking, green space, requests for public records, and is further outlined in detail in our earlier detailed writing <that still applies today> for ZAP-24-12 “**September 29, 2024 - Zoning Appeal to Open Zoning Permit ZP-21-275**” that is included in this document with related attachments between *****BEGIN/END Zoning Appeal to Open Zoning Permit ZP-21-275 Jannery Tamulonis September 29, 2024*****

Appellant continues to park on his lawn through the time of this writing. We additionally include July 1, 2025 and July 11, 2025 photo reference for each of these days to reflect the continued lack of adhering to the legal orders attached to being able to build a fence at 164 North Willard Street. **Appellant installed fence of ZP-21-275 on our property** as we have shared, thus **not meeting Project Permit Condition 2 “shall be setback sufficiently to provide for the maintenance of both sides of the fence without entering onto the adjacent property”** While appellant has 5 foot easement on the southern boundary of our lot, it’s sole purpose dating back to 1949 is to maintain and repair the dwelling house. This does not include a right to go on our property to maintain a fence, that in 2025 could still be moved to the appellant’s own property. We oppose any efforts for appellant to assert “easement rights” to go onto our land for any reason other than repair and maintenance of his dwelling house - his actual house that existed in 1949, not a new 2025 fence that is required in 2025 to be maintained from one’s own property. The Fence Design Guide recommends 2 feet and that his highlighted for you in our attachments.

Since Attorney Sturtevant's May 27, 2025 letter to Appellant describing what is permitted and not permitted at his property, appellant has continued to take actions at his property that are completely out of compliance with the 2022 Revised Settlement Agreement for which adherence to is a condition of ZP-21-275

Our understanding of what is required for a permit to be approved for zoning approvals for anticipated changes to our property that involve zoning decisions we are required to submit a site plan that demonstrates what we anticipate our property to look like in the future. In the application process it may be necessary to resubmit site plans prior to zoning permit approval. This is something that can easily be produced or updated within a day. In fact, historical records demonstrate our neighbor's ability to produce multiple site plans with *minor adjustments* within a very short period of time. Our neighbor's fence permit expired May 26, 2025 and, if he merely needed to update his site plan, plenty of time has passed for this to happen. Expanding a fence by a couple/few feet, and adding a gate would definitely require a new permit with the process of permits; setting it into a smaller/shorter size likely would not, but always good to check. This is more about our neighbor trying to claim our land as his and keep his fence built onto our property and much more than ZP-21-275 actually permitted him to do so, and it is not in agreement with certain parts of the 2022 Revised Settlement Agreement. This permit should not be extended.

Our neighbor claims we have intentionally blocked his deeded rights and that he cannot access the eastern portion of his northern wall. He claims he now needs to build a gate and a walkway leading up to the gate. We understand this has been denied. **We oppose any modification of the fence that is built on our property and the existing fence needs to be removed from our property.** We oppose any fence design that would place a gate going onto our property from the neighbor's back yard. Appellant has full access to the length of his dwelling house from our driveway that has an 8' double gate, always unlocked. While we have a fence across our yard at the top of our driveway for safety measures that enables us to continue to enjoy the land we own, we have been respectful to appellant's **5' easement that exists on our land for the limited purpose of going into that area to repair and maintain his dwelling house.** Our fence does not unreasonably interfere with his access and use of the easement as he has been able to fully access and use that area since our 2024 fence was installed. We do, however, want to reiterate that the appellant is not welcome on our property for any other reason than to use the 5' easement to maintain and repair his dwelling house. We continue to request of him to communicate to us when he needs to do work so we may coordinate driveway needs with him for disability access. Unfortunately, he has

entered our property without warning or our permission and for reasons other than repairing and maintaining his dwelling house.

Should the Development Review Board have any considerations of *actually* upholding the appellants request for site plan extension we ask that the Board take the time to review the 18 October 2022 Development Review Board Hearing when DRB Board Members acknowledged that the needs of the site plan had been met 3 months prior to that meeting when ZP-21-275. During this hearing, it was also mentioned that a site plan could be updated and submitted the next day if the need was there to do so.

Regarding appellants desire to have an accurate site plan, the settlement agreement of 2022 and his desire to have a fence and patio installed on his property are related to having a zoning approved site plan for the anticipated work before zp-21-275 could be approved. There were several conditions he agreed to that would need to be honored and he has not honored them. From our view, his site plan for zp-21-275 was submitted with his intention to honor the settlement agreement of 2022 and build a fence on his own property within his own boundary limits. This has not happened and he is very much out of compliance with the 2022 settlement agreement with the City, around which ZP-21-275 was granted with the legal expectation that he would keep to his agreement. Instead, beginning in 2022 he built a fence on our property, was issued a Zoning violation warning letter dated 6 February 2024 and has done nothing to correct the errors he made. He has, however, made changes in his statement stating that the work is complete in 2024 and 2025, to then shift to claim work still needing to be done. This permitting process needs to advance to the next stage so that the City can take enforcement measures, and **this permit extension request for ZP-21-275 should not be granted.**

To further emphasize why ZP-21-275 should not be extended:

In future fence permits where fence installation occurs from the 164 North Willard's side, **we request that it is required to have a mandatory two foot setback from our boundary line for his fence line** to be installed in order to ensure the neighbors ease of maintenance without disrupting their neighbor's property. This is very clearly outlined online in the Burlington Planning and Zoning Design Review Guide on Fences, the Development Review Standards, and General Permit Conditions and is not being respected by him as he built his fence on our property.

Burlington Planning and Zoning Design Review Guide on Fences

*I NEED TO SET MY FENCE BACK FROM THE BOUNDARY? Yes. Fences are required under the CDO to be set back from the boundary enough to be able to maintain the fence without having to go onto the neighbors property. There is no magic distance to this setback, and it is based on the style of fence proposed. Some fences may not require as much maintenance or can be removed, maintained and reinstalled without having to go on 'the other side'. **The typical rule of thumb is that a larger wooden fence would need a setback of at least 2ft from the boundary to be able to paint, stain or replace boards.***

<https://www.burlingtonvt.gov/sites/default/files/PZ/Design-Guides/DG-Fences.pdf>

Development Review Standards

Fences may be placed within the required setback along a property line, but shall be setback sufficiently to provide for the maintenance of both sides of the fence without entering onto the adjacent property and shall present a finished side to the adjoining property and public street.

<https://www.burlingtonvt.gov/sites/default/files/20240604%20ART06-DevelStandards.pdf>

Why City Requires Fence Maintenance from One's Own Property

Please notice the condition of our property during the fence installation by 164 North Willard Street. You will see from our photos when the fence posts were installed in 2022 four to five feet of our landscape was removed in that area. Furthermore, when the horizontal boards were installed in 2023 the landscape of 164 North Willard Street was completely untouched where this installation work totally wrecked everything at 172 North Willard Street. **Boards of a fence that can be maintained from one's own property would not leave their landscape in place and destroy the landscape of their neighbor on the other side of the fence.** We hope that this visual of his past work on his fence clearly demonstrates why this rule exists for Burlingtonians and why we ask for the two feet from property line to be included in future permits for a similar fence, specifically with this landlord.

Luke Purvis, owner of 164 North Willard Street is requesting an extension of the existing fence permit. **We request that you revoke this permit and require him to IMMEDIATELY remove the portion of his fence in question as outlined in #4, #8 and #12 of the conditions of his permit,** as well as not being in compliance with the signed 2022 Settlement Agreement with the City (more on this in another area).

4. Project Modifications. The project shall be completed as shown on the plans, which have been stamped "approved" and dated by the administrative officer. The project shall

not deviate from the approved plans or conditions of approval without prior written approval from the administrative officer. (Also clearly restated in stamped, signed area of open approved permit)

*8. Errors. The owner is solely responsible for the accuracy of all information contained in the Zoning Permit application. **Any errors contained therein may invalidate the Zoning Permit and may result in enforcement action by the City.***

*12. For Properties Involved in Boundary Disputes. Boundary disputes are not within the jurisdiction of the administrative officer or the Development Review Board. When an application is submitted and the boundary of the subject property is called into question, the boundary will be determined based upon the best evidence available, for instance a survey or other official document. **If a permit is issued and contrary evidence is presented to the City after the fact, such as a survey or Superior Court ruling with respect to the boundary lines, the permit may be amended or revoked by the City.** If the permit is amended or revoked, owner shall bear all costs to remedy the situation, including removal of the structure(s) if necessary, that is if the structure(s) is/are unable to meet the requirements of the CDO and receive an amended permit in light of the actual boundary line.*

https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/burlingtonvt/North_Willard_St_164_zp_21_275_permit_conditions_Thu_May_26_2022_14-45-15.pdf?sp=r&sv=2017-11-09&sr=b&st=2024-09-19T22%3A02%3A07Z&se=2024-09-19T23%3A02%3A07Z&sig=XVziVHEhSg0BzGgqifTMs%2FcRGwrwNpROXU8xdTCdOFg%3D

We make this request with information related to ZP-21-275, being the 2016 Harris Boundary Survey. As noted, this was previously submitted to the Development Review Board on October 16, 2018 regarding a conflict with former property owners of 158 North Willard Street and has been affirmed at the Supreme Court level (<https://burlingtonvt.portal.civicclerk.com/event/3185/files/agenda/4194> page 146) that reflects his property of 50 feet wide plus 15.05 feet wide rectangular patch, totalling 65.05 feet. Please note that even if he built it exactly at 66 feet, he would be knowingly creating an encroachment at either property up nearly by a foot. On our side, this would create, an additional 74 square feet (78' * .95' over property boundary = 74.1) to benefit 164 North Willard Street with the City of Burlington's approval

We request that the 164 fence permit is revoked with presenting this contrary evidence and errors in permit dimensions (and lack of compliance of 2022 Revised Settlement Agreement).

Furthermore, we do not believe there are any grounds to extend his permit. In fact, per the April 4, 2022 Signed Settlement Agreement with the City, the appellant continues to be out of compliance with this Agreement, giving the City further grounds to revoke his fence permit. We have observed that he has not made any noticeable effort since 2023 to complete the unfinished areas of his fence while other areas of his large lot and the interior of the dwelling house have continued to be developed on an ongoing basis with non-residents doing much of the ongoing work. Additionally, 164 North Willard Street has made no effort to correct the unwelcome new encroachment since we requested (and continue to request) well over a year ago that this fence be moved off our property. He had mentioned a couple years ago needing to break apart the cement slab and we have seen no effort towards this. We have seen that demolishing this is required for his fence permit and is noted in his April 4, 2022 Signed Settlement Agreement with the City "Owners shall remove the identified 5-foot by 6-foot concrete slab"(9b, page 5). Evidence as to why the full measurement of the 5 * 6 dimension is obvious from how appellant floated the cement block on his own inaccurate representation of this on site plans submitted as part of this process.

Settlement also states his property's "turn around area is for turning around, not parking...parking (defined as the act of stopping and disengaging a vehicle and leaving it unoccupied for approximately fifteen minutes or more)." (4f, page 3) The Settlement states "Owner agrees that the parking and/or storing of vehicles by himself, his partner, his tenants, any visitors to the property will only occur on the currently established and recognized, paved portions of the property's driveway or in the garage." (3, pages 3-4). The settlement also states that the owner is responsible for holding this, noting anything parked over 15 minutes. From our observations, neighbors have continued to park over time in the area mentioned for the past couple of years (often forcing the driveway to be used as the area for turning cars around). In regards to 164s patio "9) Owners' existing patio shall be treated as an allowed, as built, structure so long as it does not extend into the 5-foot side setback along the northern boundary of the property", 164 is noticeably out of compliance with Settlement in this regard. While Purvis states the patio is five feet from the "fence line" he created, the "fence line" encroaches onto property of 172 North Willard Street 2'4" to 3'1".

Claiming another's property as theirs and shifting rules of a Settlement Agreement with the City is not, by any means, "on-going good faith compliance." Further, in order for Purvis to be in compliance with the Settlement Agreement as it's written with where he built his fence, the Patio would need to be at least 7'4" in from the current outer "fence line" at the corner and an amount somewhat greater than 7'4" at the other corner of the

patio along that side in order to “not extend into the 5-foot side setback along the northern boundary of the property” as outlined in the Settlement. Please refer to General Permit Conditions as stated “*the boundary will be determined based upon the best evidence available, for instance a survey or other official document*”.

His Agreement with the City, making certain agreements with the City “to resolve on-going permit, enforcement, and zoning issues pending between the Parties concerning the historic and on-going use of” 164 North Willard Street, Burlington, Vermont and to allow him to build his fence under certain conditions pertaining to the fence and, ultimately, his behaviors and actions We believe this was put in place to help and would appreciate it if the City would enforce it.

Signed Settlement Agreement with the City states “Upon execution of this Agreement and receipt of a site plan per section 9(c) below, the City shall issue Owner’s pending fence permit conditioned upon the on-going good faith compliance with this Agreement” (6, page 4). Neighbor is NOT in compliance with Signed Settlement as our recent SeeClickFix thread reflects, noting Purvis publicly wrote on September 28, 2024 “The blue truck was last moved in august 2024” <in defense to the See Click Fix post stating “Continued parking on green spaces One vehicle has apparently not moved for months.” We also observed 7 hours later that the two trucks were still parked off of the asphalt and out of compliance with the Settlement and continuing to be at the time of this writing. Furthermore, his patio is out of compliance as stated above. Both of our surveys reflect the same boundary line for which he is aware. Please hold Purvis to this. Please refer to General Permit Conditions as stated “*the boundary will be determined based upon the **best evidence available, for instance a survey or other official document***”.

Recognize Albert W. Harris 2016 Boundary Survey as the Official Boundary Survey of 164 North Willard Street

- Harris 2016 Boundary Survey was signed into a legal settlement agreement in 2016 by Appellant, confirmed as a Legal Record by Judge Thomas Durkin’s Stipulated Order in 2016, and further affirmed by Supreme Court Decision in 2019
- 2023 Barnard and Gervais Retracement Survey by Michael Gaines aligns with the 2016 Harris Boundary Survey, holding the southern boundary of 172 North Willard Street at the northern foundation wall of 164 North Willard Street.
- Appellant’s own written testimony to October 1, 2024 Development Review Board Hearing further confirms his understanding of the boundary

of his property to align with the 2016 Harris Boundary Survey **2016 Harris Boundary Survey signed into Legal Settlement Agreement by Appellant and Stipulated Order by Judge Thomas Durkin confirming 2016 Harris Boundary Survey into Legal record nearly a decade ago and affirmed on appeal by the Supreme Court in 2019 - Please note, Albert Harris worked as a Land Surveyor, Licensed in Vermont for over 35 years.**

Recognize Albert W. Harris 2016 Boundary Survey as the “Official Boundary Survey” of 164 North Willard Street, signed into LEGAL settlement agreement in 2016 by Appellant, confirmed as Legal Record by Judge Thomas Durkin’s Stipulated Order in 2016, further affirmed by Supreme Court in 2019. In 2016, **Appellant Luke Purvis initialed "LP" on the 2016 Harris Boundary Survey he personally submitted as part of the legal process.** Others involved also initialed the 2016 Boundary Survey and signed the Settlement Agreement including City Attorney Kimberlee Sturtevant and Agent for City Scott Gustin, and Attorney Sturtevant also signed the Stipulated Order as Counsel for City. The Harris 2016 Boundary Survey is the legally binding Official Boundary Survey of 164 North Willard Street, and specifically states in Line 1 of the notes **“The purpose of this survey is to locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street...”** Harris 2016 Boundary Survey noted "subject parcel property line" detailing 50.01' front, $(50.00' + 15.05') = 65.05'$ rear, 141.28' Northern, $(60.00' + 52.01' + 29.42') = 141.43'$ Southern boundaries.

The 2023 Barnard and Gervais Retracement Survey by Michael Gaines aligns well with the 2016 Harris Boundary Survey, holding the southern boundary of 172 North Willard Street at the northern foundation wall of 164 North Willard Street. The 2016 Harris Boundary Survey further aligns closely with appellant’s own site plans dating back to references of property lines in 2013. The 2016 Albert W. Harris Boundary Survey of 164 North Willard Street was received by City of Burlington’s Department of Planning & Zoning on 16 October 2018 as part of the 16 October Development Review Board Hearing Packet on page 146 this link:

<https://burlingtonvt.portal.civicclerk.com/event/3185/files/agenda/4194>

Since 2016, the 2016 Harris Boundary Survey has been used by Appellant Luke Purvis in multiple Development Review Board hearings, court proceedings, and zoning actions that include also appellant’s written and oral testimony based on and in reference to details held within the 2016 Harris Boundary Survey, only further demonstrating his reliance on it.

We understand that appellant will be presenting new survey information with hopes to use it and as an excuse to further delay legal proceedings regarding disability needs. Luke Purvis signed into a Settlement Agreement on August 23, 2016 in the 2016 Settlement Agreement confirming the official boundaries as outlined in the survey, done without appeal within the time permitted for changes and which holds official legal validity today, even after rising all the way up to the Supreme Court, and the City's Land Records clearly reflect this history. The fact that he is pursuing a slightly conflicting survey that only enlarges his property and cuts into the 15' no building deed restriction we have at our southern boundary, is well out of alignment with what was required in 1949 when our home was built. Our 2023 Barnard and Gervais Boundary Retracement Survey completed by Michael Gaines, essentially aligned with the 2016 Harris Boundary Survey and does not cut into our driveway's asphalt, unlike his latest attempt to claim more land.

The surveys in existence from 2016 (164 North Willard Street) and 2023 (172 North Willard Street) reflect what has historically and legally been agreed and relied upon along the entire shared boundary between 164/172 North Willard Street. Appellant claims that the area of North Willard Street had never been surveyed, but the Board must understand that both the 2016 Harris Boundary Survey and 2023 Barnard and Gervais Retracement Survey identified the surveyor work in the area on and even before May 18, 1948 when the physical markers which historical records we located identified in the surveyor's records for the Lisman survey for 158 North Willard Street.

This work of the 158 North Willard Street Surveyor "Established Property Corners" and noted "Completed" in the historical record also clearly identified the physical markers on the historical sketch. While our home was built in 1949, it is important to understand these pins were recognized as having been set into the ground prior to even the property owner at 164-166 North Willard Street working with the City to have their anticipated development approved.

Any 2025 survey or preliminary survey/sketch showing new and expanded boundaries of 164 North Willard Street or suggestion that a new survey should be accepted **must be discarded**. A Signed and Stamped Boundary Survey from 2016 signed into the Legal Settlement Agreement, referenced by Stipulated Judges Order, further affirmed on appeal to the Supreme Court in 2019 and used in multiple legal proceedings and permit related needs along with the 2023 accompanying Boundary Retracement Survey of the adjacent neighbor holding the line would be considered **"the best evidence available"** as outlined in #12 of the Standard Permit Conditions. Both the Settlement Agreement that included the Harris 2016 initialed "LP" Boundary Survey and the related

Stipulated Order were formerly appealed by appellant and taken to the Environmental Division of the Superior Court and then the Supreme Court on further appeal, all ending affirming the Settlement Agreement and related Stipulated Order, thus strengthening the LEGAL significance of Appellant's own commissioned 2016 Harris Boundary Survey and continuing to carry forward the LEGAL property corners of the "Lands of Luke B. Purvis, 164 North Willard Street, Burlington, Vermont as determined by Licensed Land Surveyor Albert W. Harris in 2016.

Albert Harris 30 December 2019 Letter states: "**I previously completed a boundary survey with preparation of the 'Plat of Survey of Lands of Luke B. Purvis - 164 North Willard Street - Burlington, Vermont' dated 22 August 2016...**" Submitted to Department of Planning and Zoning with Received Stamp 18 January 2019

Additionally in 1949, the 164-166 North Willard Street property owner identified "the (applicant's) lot..adjacent to the north side of the residence at 164-166 North Willard Street..." as part of the approval process to be able to build at 172 North Willard Street. **Appellant claims through his attorney's advice in letter** to appellant dated July 8, 2025 that Barnard and Gervais "**B&G placed the line along the north side of your dwelling.....1949...deed.....does not describe the south line of that property as running directly along the north side of your home. Presumably, that would have been important to mention had that been their intention**". **The historical letter from the property owner of 164-166 North Willard Street asserted and described his intention in the required letter in 1949 to the Board of Adjustment as part of the City's Legal Process that approved his plans for "the lot...adjacent to the north side of the residence at 164-166 North Willard Street"**.

Please read Appellant's own words he and his partner personally submitted to this Board as part of their written testimony just over 9 months ago recognizing the boundary as his own commissioned 2016 Harris Boundary Survey drew the line:

- **October 1, 2024** - Appellant's October 1, 2024 Development Review Board written testimony states "...**The 164 North Wilard original dwelling became non-conforming by the subdivision because its foundation sits either on or adjacent to a lot line. At the time of the subdivision, an easement was recorded in both deeds to allow 164 North Willard perpetual permission to maintain the northern side of the dwelling...**"
- Albert Harris 30 December 2019 Letter states: "**I previously completed a boundary survey with preparation of the 'Plat of Survey of Lands of Luke B. Purvis - 164 North Willard Street - Burlington, Vermont' dated 22 August**

2016...” Submitted to Department of Planning and Zoning with Received Stamp 18 January 2019

- **2013-2025 Appellant’s own references and drafted site plans have consistently included an exact 50’ frontage.** Please notice on **5/29/2019 Site plan submitted by owner, Luke Purvis of 164/166 North Willard using the same 50' front & 66' back boundary in 2019, referencing "Site Plan represents lot as of 7/2013 - when the property last transferred owners" which is the same 50' front & 66' back in current site plan and Approved Fence Permit Site Plan** (which we challenged with our concerns to the built fence placement/site plan due to being over actual survey dimension in back). The shared version of the 5/29/2019 Site plan shows the cement pad inaccurately floating well into the backyard at 164 North Willard and quite a bit further back and into the property than it actually is. The Site Plan for his approved permit ZP-21-275 has this removed as part of the 2022 Settlement Agreement he signed into. **It is clear that Appellant has continuously relied on and referenced his property boundaries as the Harris 2016 Boundary Survey throughout the duration of his tenure.**

We have provided information and ask the Members of the Development Review Board to:

- DENY all deferral requests to hear ZAP-25-4 and hear ZAP-25-4 on July 15, 2025 as scheduled
- Uphold the Administrative Decision to DENY permit extension request for ZP-21-275
- Revoke Permit ZP-21-275

While we learned through reading appellant's written testimony that he has many strong feelings and opinions about a lot of unrelated things at our property and with our administratively approved and finalized permitted work, we ask the Board to focus on matters in front of us in regard to ZAP-25-4 which is an appeal of a denied permit extension request.

Deny Continued Deferrals and hold the hearing as scheduled on July 15, 2025

Please recognize that the **appellant’s requests for deferrals were repeatedly honored over our disabled household members'needs.** Please DENY the deferral request that is before you today. As you have read in the Memo accompanying the Staff report, appellant claimed to not be available for the July 1, 2025 meeting. However, we observed him in his back yard immediately before and during the 5pm hour on July 1,

2025 along with his three parked vehicles. While we are grateful to have the permission to move forward with the work of this permit, we are doing it at our own risk which feels unsettling. . We ask the Board to recognize the leniency appellant has already received from the City over disability needs, in regards to the timing of the scheduling of hearing ZAP-25-2. **Upholding this appeal regarding disability needs is unfounded and discriminatory in nature**

Recently for ZAP-25-2 the City has been lenient with permitting deferrals, favoring appellant's requests over Disability needs and communicating with appellant about public records requests even though the 2022 Revised Settlement Agreement states that he may bring no more public records request to the City. Appellant has been given leniency regarding timeliness factors as outlined during the 18 October 2022 Development Review Board Hearing. It is concerning that this is appellant's 7th time before the Development Review Board AND the 3rd case hearing in 9 months that we have been subjected to participate in due to his ongoing need to be litigious. This is in addition to the Environmental Court proceeding we were also subjected to 6 months ago.

The City has also been lenient in waiving parking tickets for parking in an area that is also forbidden under the Agreement and since has left concerns about current parking in restricted areas time for appellant to work through his confusion about the agreement (as stated in parking warning issued). As long time homeowners we have an expectation for the City to uphold matters that impact us negatively especially when a single person has been given multiple chances in multiple areas to take corrective action. The City issued a Zoning Enforcement Warning Letter nearly a year and a half ago. **There is no need to defer any further which would only slow the City's ability to enforce and bring us well into winter with fence posts set in gravel surrounded by frozen solid ground, permitting removal but preventing installation under another carefully monitored fence permit.**

City Staff 7/15/2025 Deferral Memo uploaded to ZAP-25-4 states:

*"The appellant has requested deferral of this appeal until the second meeting in August, 2025 (August 19). The appellant has also requested that this appeal be heard by the DRB concurrently with his other appeal of his neighbor's access ramp permit (ZAP-25-2). **The appellant rejected several hearing dates for ZAP-25-2 (May 6, June 3, July 1, 2025). Any further deferral is not warranted, and a hearing date was set for July 15, 2025 for both appeals. Staff opposes further delay of the appeal hearings. It is the DRB's decision to hold the hearing as scheduled or to defer it further.**"*

15

ZAP-25-4 Denial to Extend ZP-21-275 Development Review Board Submission 15 July 2025 Melanie Jannery Margaret Tamulonis of 172 North Willard Street, Burlington, VT

Residents living at 172 North Willard Street should not be further subjected to having a fence obstructing our ability to access all of our land due to appellant's request for public records or claims for the need to review any such records. On April 4, 2022 Luke Purvis and the City Signed a Legal Revised Settlement Agreement with #11 stating: **"...Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City...."**. Appellant is legally bound, per this settlement agreement, to not make such requests.

We, at 172 North Willard Street should not be continuing to live with a fence built on our property under ZP-21-275 due to appellant's claim of a new survey needing more time to be completed. Appellant's own 2016 Harris Boundary Survey signed into a legal settlement agreement and related Stipulated Order with Supreme Court further affirming this on appeal in 2019 has been relied upon and referenced by appellant in multiple Development Review Board hearings, Court proceedings, and permitting needs. The Harris Boundary Survey 2016 should be recognized as the Official Boundary Survey of 164 North Willard Street. Any further survey submissions contradicting a survey submitted and signed into the Legal Settlement Agreement should not be considered. Claims have been made by the appellant that we have a surveyor who is working to negotiate a solution on our behalf. This is absolutely not accurate. We feel the boundaries at 164 and 172 North Willard Street are clear and historical evidence on record reflect this. Thus, any deferral request for this purpose should not be granted.

We appreciate your brief review of materials here, your consideration of hearing ZAP-25-4 as scheduled on July 15, 2025 and denying the deferral requests. The 2016 Harris Boundary Survey is incorporated into the permanent Legal record, upheld by the Supreme Court, and repeatedly referenced and relied on by appellant. Your decision at or through deliberative efforts following the July 15, 2025 Development Review Board Hearing to uphold the administrative decision denying the permit extension request for ZP-21-275, thus allowing enforcement.

Thank you for your commitment and service to our lovely community.

Respectfully Submitted,

Melanie Jannery and Margaret Tamulonis
172 North Willard Street, Burlington, Vermont 05401

Appendix A: Timeline Summary

1946	Lot at 172 North Willard was formed.
May 18, 1948	158 North Willard Street Surveyor “Established Property Corners” as identified by the historical sketch - It is important to note these pins were recognized as having been set into the ground prior to the erection of our home at 172 North Willard Street in 1949 (Appellant claims that the area of North Willard Street had never been surveyed, yet both 2016 Harris Boundary Survey and 2023 Barnard and Gervais Retracement Survey identified the surveyor work in the area in and possibly before 1948).
Aug 22, 1949	164 North Willard Street property owner in 1949 identified “the (applicant’s) lot..adjacent to the north side of the residence at 164-166 North Willard Street...”
Aug 22, 2016	2016 Harris Boundary Survey of 164 North Willard signed by appellant; entered into legal record (“ The purpose of this survey is to locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street... ”)
Sept 26, 2016	Stipulated Order by Judge Thomas Durkin confirms 2016 Harris Boundary Survey into Legal Record
August 1, 2017	Time expired set by Judge Durkin to file motions to change anything in the 2016 Settlement Agreement that the 2016 Harris Boundary Survey was included in (ie: including the survey), further making the 2016 Harris Boundary Survey legally binding
Sept 25, 2018	Harris 2016 Boundary Survey gains more legal significance when Judge Durkin denied Appellant’s motion for relief from Stipulated Order and Settlement Agreement in 45-5-15 Vtec Superior Court Environmental Division
Dec 30, 2019	Albert Harris 30 December 2019 Letter states: “ <u>I previously completed a boundary survey with preparation of the ‘Plat of Survey of Lands of Luke B. Purvis - 164 North Willard Street - Burlington, Vermont’ dated 22 August 2016...</u> ” Submitted to Department of Planning and Zoning with Received Stamp 18 January 2019

June Term, 2019	Supreme Court 2019 VT 60 Harris 2016 Boundary Survey in Settlement Agreement and Stipulated Order gain greater legal significance when Supreme Court affirms Superior Court Environmental Division decision denying motion to reconsider
2016-2024	Appellant used, submitted, and referenced results from the 2016 Harris Boundary Survey in multiple Development Review Board hearings, court proceedings, and zoning actions, including oral and written testimony, further documenting appellant's use of and reliance on the 2016 Harris Boundary Survey.
April 4, 2022	Revised Legal Settlement Agreement between appellant & City of Burlington <i>“...Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City....”(#11)</i> <i>“turn around area is for turning around, not parking...parking (defined as the act of stopping and disengaging a vehicle and leaving it unoccupied for approximately fifteen minutes or more).” (4f, page 3)</i> <i>“Owner agrees that the parking and/or storing of vehicles by himself, his partner, his tenants, any visitors to the property will only occur on the currently established and recognized, paved portions of the property's driveway or in the garage.” (3, pages 3-4).</i> <i>Settlement also states that the owner is responsible for holding this, noting anything parked over 15 minutes.</i> <u>“Upon execution of this Agreement and receipt of a site plan per section 9(c) below, the City shall issue Owner's pending fence permit conditioned upon the on-going good faith compliance with this Agreement” (6, page 4).</u>
Nov 17, 2023	Barnard & Gervais Boundary Retracement Survey by Michael Gaines, aligns with 2016 Harris Boundary Survey and confirms 164/172 boundary at foundation of 164 and confirmed the encroachment of fence 2.5–3+ feet and in alignment with the 2016 Harris Boundary Survey

Feb 6, 2024	City issues Zoning Violation Warning for encroaching fence (ZP-21-275)
Jun 20, 2024	Appellant stated in City Messaging system regarding ZP-21-275 “This work is complete”
Oct 1, 2024	Appellant’s October 1, 2024 Development Review Board written testimony states “... The 164 North Wilard original dwelling became non-conforming by the subdivision because its foundation sits either on or adjacent to a lot line. At the time of the subdivision, an easement was recorded in both deeds to allow 164 North Willard perpetual permission to maintain the northern side of the dwelling...” (August 22, 1949)
Oct 1, 2024	Appellant submitted further written testimony to Development Review Board that included his June 20, 2024 statement regarding ZP-21-275 “This work is complete”
Mar 20, 2025	City administratively approves ADA ramp at 172 North Willard Street (Disability needs are under appeal ZAP-24-2 also initiated by Luke Purvis)
Mar 21, 2025 Thru July 15, 2025	Appellant puts every effort forward and begins to block and delay applicants urgent and medically necessary plan to make home accessible for declining health and disability related needs and appeals permit with an Americans with Disability Act (ADA) Compliant Ramp permit and Deck width that is designed to connect 3 rear exits together to one ramp leading from deck surface onto driveway surface (ZAP-25-2)
March-June 2025	Applicants communicated to City multiple requests to promptly hold hearing (if needed) due to urgent disability medical need for ADA Compliant Ramp, Requested Denying ZAP-25-2 due to Procedural Rules, Requested denial of further deferral requests by appellant. May 19, 2025 applicants requested authorization to do work while ZP-25-83 was under appeal, granted May 22, 2025.
Apr 3, 2025	Appellant appeals ramp permit (ZAP-25-2)
May 11, 2025	Appellant requests extension of fence permit; states “This work is complete”
May 19, 2025	Appellant claimed in Building Permit application (CBP-25-329 “privacy fence and gates”) “Is this work complete? ” by checking off “YES”

May 22, 2025	Fence permit extension denied
May 27, 2025	Purvis attempts to file another appeal; <i>changes story to claiming ZP-21-275 as an“unfinished project”</i>
Feb 6, 2024 Thru July 15, 2025	February 6, 2024 , the City issued a Zoning Violation Warning Letter Despite this, appellant has taken no action to correct this gross error and has repeatedly delayed resolution by seeking permit extensions and now appealing the denial of that extension
July 8, 2025	Appellant claims through his attorney’s advice the need for historical documents to state the intent such as “describ(ing) the south line of (172 North Willard Street) as running directly along the north side of your home, affirming the importance of the 1949 historical letter from property owner of 164-166 North Willard Street at the time where he <u>described his precise intent</u> in the City’s Legal Processing that approved his plans for “ the lot...adjacent to the north side of the residence at 164-166 North Willard Street. ”
July 15, 2025	Current scheduled hearing for ZAP-25-4 alongside ZAP-25-2
July 15, 2025	115 Days passed without parallel appeal ZAP-25-2 from appellant April 3, 2025 being heard in regards to permit ZP-25-83 for ADA Compliant Ramp that was Administratively approved even with <u>hearing dates of May 6, June 3, July 1, 2025 rejected by appellant.</u>

Appendix B: Attachments

June 20, 2024 Purvis wrote in City Portal

 City of Burlington, VT

My Account Search 

Project_400466

Zoning Permit

ZP-21-275

Your Submission

Attachments

Guests (0)

✔ Issue Permit

✔ Application Complete

✔ Administrative Decision

✔ Administrative Appeal

✔ Appeal Process

✔ Zoning Permit

🔴 **Compliance Inspection**

🔴 Close Permit

Compliance Inspection

🔴 **On Hold.** This step is on hold.

 **Luke Purvis**

Jun 21, 2024 at 8:09 am

I request an extension until the boundary dispute is resolved..the neighbor still has not opened a case to resolve the boundary, and seems to want to use city zoning to resolve this private matter.

 **Luke Purvis**

Jun 20, 2024 at 10:57 pm

This work is complete.
I will not be removing the concrete pad until after the boundary line dispute is settled.

October 1, 2024 Appellant further acknowledged the completion of the work of ZP-21-275 when appellant by submitting as part of his written testimony to the October 1, 2024 Development Review Board Hearing ZAP-24-10 his earlier June 20, 2024 statement “This work is complete”. Note: below is a screenshot of part of appellant's old submission where the statement was included in his testimony October 2024.

❑ 4.2) Require the zoning manager to approve the request for extension In ZP-21-275*.

This Is the request for extension that I submitted in ZP-21-275 which remains unaddressed. Scott Gustin is the administrative officer to this appeal.

City of Burlington, VT

My Account Search Luke

Project_400466

Zoning Permit

ZP-21-275

Your Submission

Attachments

Guests (0)

- Issue Permit
- Application Complete
- Administrative Decision
- Administrative Appeal
- Appeal Process
- Zoning Permit
- Compliance Inspection**
- Close Permit

Compliance Inspection

On Hold. This step is on hold.

Luke Purvis Jun 21, 2024 at 8:09 am

I request an extension until the boundary dispute is resolved. the neighbor still has not opened a case to resolve the boundary, and seems to want to use city zoning to resolve this private matter.

Luke Purvis Jun 20, 2024 at 10:57 pm

This work is complete. I will not be removing the concrete pad until after the boundary line dispute is settled.

Message the reviewer

Send Message

Screen shot from a portion of files of ZP-21-275 where Appellant newly claims ZP-21-275 as an “unfinished project”

May 11, 2025 First extension request (**denied on May 22, 2025**) - neighbor restated **“The work is complete” & after it was denied**, put another statement into the file on **May 27, 2025**, adding in some criticism of city staff and **newly claiming he is with an ‘unfinished project’**.

← → ↺ 🏠 🔍 burlingtonvt.portal.opengov.com/records/230867

 City of Burlington, VT

	Zp-21-275 Extension Request.pdf Extension request. The work is complete. But city staff threaten but do not act and promise deliverables they do not deliver causing this permit to stall	Zp-21-275 Extension Reques... Uploaded on May 11, 2025 at 10:38 pm
	Purvis Time extension form-merged.pdf This is the second extension request for this permit	Purvis Time extension form-... Uploaded on May 26, 2025 at 10:43 pm
	Fence Extension Site Plan.docx Projects sometimes don't match the initial plans. Please find the current state of the 164 north Willard site plan at the time of the extension request. If the zoning manager is able to continue arbitrarily and capriciously rejecting extensions for unfinished projects, this represents the current conditions.	Fence Extension Site Plan.do... Uploaded on May 27, 2025 at 10:23 am
	Re- 164 North Willard- A list we think is important to resolving this matter..pdf In this email thread, Kim Sturtevant commits to addressing issues from the settlement agreement. She never delivered the letter she promised. Lacking good faith communication in the settlement, we have requested an extension, in part to so provide you extra time to deliver what was promised.	Re- 164 North Willard- A list ... Uploaded on May 27, 2025 at 10:34 am



Privacy fence and gates.

Is This Permit the Result of a Fire Marshal Time of Sale Inspection? *

No

Below please specify the Estimated Construction Cost for the Trade. Apply only the Time and Material amounts allocated to complete the Trade and specific part of the project. *Do Not include any other cost when indicating the Trade Estimated Cost of the project.*

Estimated Construction Cost - Round to Nearest Dollar \$ (Building) * ?

1,200

Date Construction will Begin * ?

07/01/2022

Has this work started without a permit? *

Yes

Has this work been completed without a permit? *

Yes

Does this building permit require zoning approval? *

Yes

Zoning Permit Number * ?

ZP-21-275

Zoning Permit Time Extension Request for ZP-21-275 was Administratively Denied May 22, 2025 as confirmed by this communication with Scott Gustin



From: [Scott Gustin](#) >
To: [@Home](#) >
Cc: [Meg](#) 🌻 [Tamulonis](#) >
Today at 11:01 AM

RE: ZAP-25-4 question

Hi. The time extension request was denied administratively on May 22, 2025.

Scott Gustin, AICP, CFM
Principal Planner & Zoning Division Manager
Dept. of Permitting & Inspections
[645 Pine Street, Burlington, VT](#)
[802-865-7189](#)

From: Melanie Jannery <meljannery@gmail.com>
Sent: Friday, July 11, 2025 8:38 AM
To: Scott Gustin <SGustin@burlingtonvt.gov>
Cc: Meg Tamulonis <mtlorena@gmail.com>
Subject: Re: ZAP-25-4 question

[WARNING]: This email was sent from someone outside of the City of Burlington.

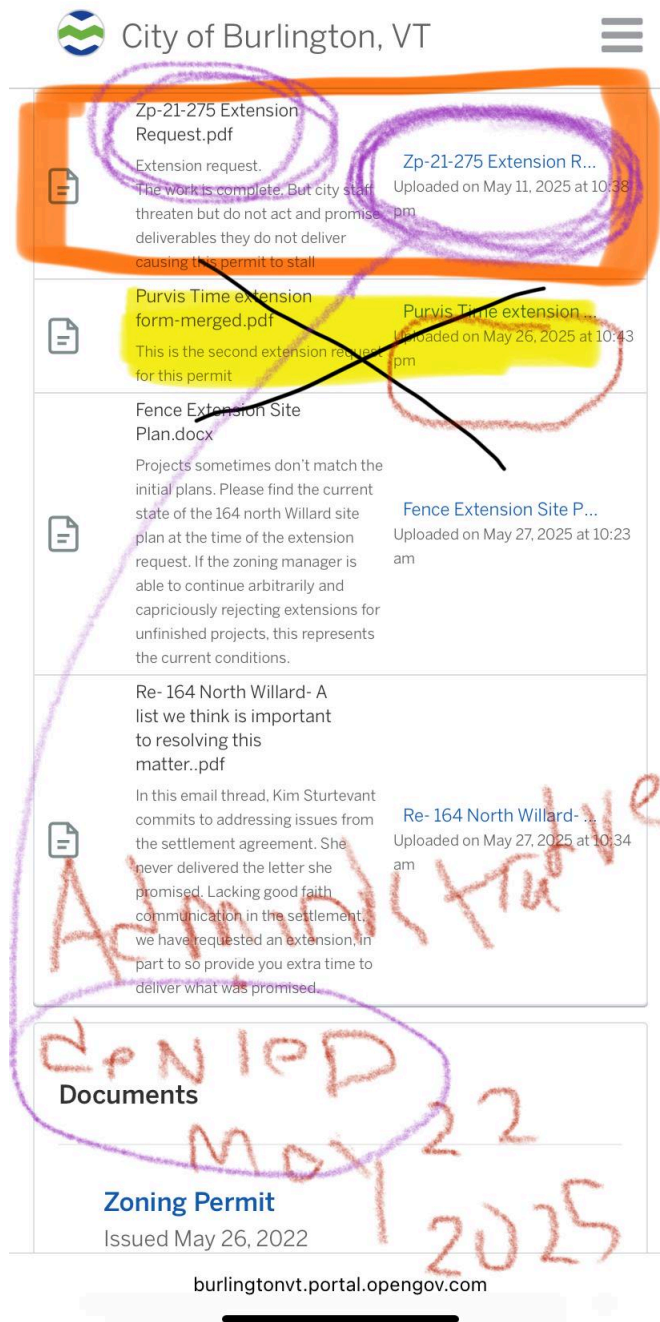
Morning Scott,

You had said that the request for permit extension was denied after the first submission. I believe that you said it was May 22, 2025. Could you please confirm the date the initial request to extend was denied.

Much appreciation and enjoy the sunshine!

Melanie

Appellant's May 11, 2025 Request of Permit Extension for ZP-21-275 was administratively denied on May 22, 2025. Requests and statements pertaining to Appellant's desire for time extensions (ie: "second extension request" dated May 26, 2025 / 4 days after Administrative Decision was made) **This additional information and related requests should be omitted from ZAP-25-4 as decision was made May 22, 2025.**



18 October 2022 - **Historical site plan** from 5/29/2019 **submitted by appellant** to Development Review Board written testimony showing his property boundaries consistently **back to 2013 when property changed ownerships** - note these **measurements align** (except 65.05 foot to 66 foot on site plan) **with appellant's 2016 Harris Boundary Survey** - Please notice that **this submission in 2022 was 6+ years later, according to his continued written testimony and his continued acknowledgement of his property boundaries.** Appellant often would **FLOAT the CEMENT SLAB** incorrectly into appellant's yard and further back as this site plan reflects, certainly a misrepresentation to where it is, thus resulting in its full removal per 2022 Revised Settlement Agreement. Please see "sandbox" on the 2023 Barnard & Gervais Retracement Survey by Michael Gaines to view its actual placement.



6 February 2024 Zoning Violation Warning Letter Appellant received regarding the work of ZP-21-275 under Zoning Complaint Investigation ZCPT-24-2 due to “Fence installed on North side of property was installed on neighbors property. Patio installed also encroaches onto neighbors property thus not meeting the five foot set back



CITY OF BURLINGTON, VERMONT
Department of Permitting and Inspections
ZONING ENFORCEMENT
645 Pine Street
PO Box 849, Burlington, VT 05402
Phone (802) 863-9094 / Fax (802) 863-0466



Working Together for Burlington - Preserving, Improving Our Community

February 6, 2024

Luke Purvis
164 North Willard St
Burlington, Vt 05401

PROPERTY ADDRESS OF COMPLAINT
164 North Willard Street

Dear Owners,

According to our records, you are the owner of record of the above-referenced property. This letter is to inform you that the Permitting and Inspections Office has received the following complaint(s) regarding this property:

Fence installed on North side of property was installed on neighbors property. Patio installed also encroaches onto neighbors property thus not meeting the five foot set back requirement.

Our office has initiated an investigation regarding the complaint(s), however, as of this date, a final determination has not been made. Should you have any information or explanation that you believe will be useful to us during our investigation, please submit it to the Permitting and Inspections Office, **in written form, within the next ten (10) business days. Any changes to the property or use requires a zoning permit.**

Please note, while any information from you as the property owner is useful, the investigation will occur with or without the information. This letter is intended to give you notice of the alleged complaint(s) against your property and to provide you an opportunity to explain the condition and/or refute the allegation prior to a formal determination being issued.

Should you have questions, please do not hesitate to call me at [863-0442](tel:863-0442).

Sincerely,

A handwritten signature in blue ink, appearing to read "William Ward".

William Ward
Zoning Administrative Officer
Code Compliance and Enforcement

requirement.”

*****BEGIN Zoning Appeal to Open Zoning Permit ZP-21-275 Jannery Tamulonis
September 29, 2024*****

**Zoning Appeal to Open Zoning Permit ZP-21-275 (ZAP-24-12) Jannery Tamulonis
September 29, 2024**

Appellant: Melanie Jannery and Margaret Tamulonis

Address: 172 North Willard Street, Burlington, Vermont 05401

Description: This appeal is in regards to Open Zoning Permit ZP-21-275 (issued May 26, 2022, expiring May 26, 2025) which involves work to “Install fence and related gates. Vehicle turn-around and patio also included.” at property adjacent to ours at 164 North Willard Street owned by Luke Purvis.

172 North Willard is a single family home, currently owned by Melanie Jannery and Margaret Tamulonis, purchased in 2002 with 2015 addition for parent’s living space and sheds/fence installed within this last year. 164 North Willard Street, is an owner occupied home with rental unit(s?), owned by Purvis since 2013 and is currently with an open permit with a new fence built, now encroaching, on our property. (This concern has been addressed in ZCPT-24-2 with findings “Fence installed on North side of property was installed on neighbors property. Patio installed also encroaches thus not meeting the five foot setback requirement”).

Description of Concerns: This appeal is in regards to Open Zoning Permit ZP-21-275 as we recently discovered errors in information Purvis provided to the City through the application process and in regards to being out of compliance with the April 4, 2022 Settlement Agreement with the City of Burlington, Vermont.

In the permit application, Purvis used a 66 foot measurement for the rear width of property and fence on the Approved Site Plan. We provide you with new information we found in a 2016 Survey from 164 North Willard Street that measures this same area as 65.05 feet in width, previously submitted by Purvis to Planning and Zoning October 16, 2018 regarding another matter. This error on the open approved permit grants a physical fence width greater than the actual physical property width that is noted on Purvis’s own survey.

This error, essentially, reduces the 172 North Willard Street lot by 74 square feet (78' * .95' over property boundary = 74.1), thus benefiting the property owner at 164 North Willard Street.

Additionally, Purvis has an Active Settlement Agreement with the City dated April 4, 2022 for which he continues to be out of compliance with this Agreement. Purvis continues to regularly park and store vehicles in the greenspaces of his property.

Concerns in this appeal are regarding inaccurate measurements used in the applicant's submission and compliance to Settlement Agreement with City. While Actual measurement in back currently measures well over the stated 66' rear fence measurement 68' 2" post to post and 69' 9" at the longest point, we understand these concerns fall under ZCPT-24-2 and appreciate this newly discovered information to be looked at separately.

Please note: Our first attempt to file this appeal was under Zoning Compliance Request ZCR-24-335 on September 24, 2024, shortly after verbally expressing, followed by email, the errors to City staff several days prior. We quickly learned that the Zoning Compliance Request was the incorrect format for our concerns.

References to Regulatory Provisions:

Article 3: APPLICATIONS, PERMITS, AND PROJECT REVIEWS, Sec. 23.2.9 Zoning Permits, (a) Issuance of Permits, 1. Standard Permit Conditions 8. Errors and 12. Contrary evidence provided to the City (for this permit) after the fact (2016 Survey of 164 North Willard Street). 4 Project Modifications, (also addressed in ZCPT-24-2), also applies as the fence is completely out of compliance.

Standard Permit Conditions

4. Project Modifications. The project shall be completed as shown on the plans, which have been stamped "approved" and dated by the administrative officer. The project shall not deviate from the approved plans or conditions of approval without prior written approval from the administrative officer. (Also clearly restated in stamped, signed area of open approved permit)

*8. Errors. The owner is solely responsible for the accuracy of all information contained in the Zoning Permit application. **Any errors***

contained therein may invalidate the Zoning Permit and may result in enforcement action by the City.

12. For Properties Involved in Boundary Disputes. Boundary disputes are not within the jurisdiction of the administrative officer or the Development Review Board. When an application is submitted and the boundary of the subject property is called into question, the boundary will be determined based upon the best evidence available, for instance a survey or other official document. **If a permit is issued and contrary evidence is presented to the City after the fact, such as a survey or Superior Court ruling with respect to the boundary lines, the permit may be amended or revoked by the City.** If the permit is amended or revoked, owner shall bear all costs to remedy the situation, including removal of the structure(s) if necessary, that is if the structure(s) is/are unable to meet the requirements of the CDO and receive an amended permit in light of the actual boundary line.

Signed Settlement Agreement with City of Burlington, April 4, 2022

{Environmental Division Docket No. 88-7-19 Vtec}

Settlement states:

“turn around area is for turning around, not parking...parking (defined as the act of stopping and disengaging a vehicle and leaving it unoccupied for approximately fifteen minutes or more).” (4f, page 3)

“Owner agrees that the parking and/or storing of vehicles by himself, his partner, his tenants, any visitors to the property will only occur on the currently established and recognized, paved portions of the property’s driveway or in the garage.” (3, pages 3-4).

Settlement also states that the owner is responsible for holding this, noting anything parked over 15 minutes.

“Upon execution of this Agreement and receipt of a site plan per section 9(c) below, the City shall issue Owner’s pending fence permit conditioned upon the on-going good faith compliance with this Agreement” (6, page 4).

Grounds:

Contrary evidence and errors in permit dimensions from newly discovered information

We communicated this information to city staff as soon as we identified the discrepancy beginning on September 20, 2024 (first through conversation, then email with visuals, then attempted compliance complaint through Zoning portal system, and now through this appeal.

Errors found with new information decreases the adjacent lot of 172 North Willard Street by approximately 74 Square feet (We rightfully want full physical access to and ownership of our 50' x 141' lot).

Purvis is knowingly not in compliance with his Settlement Agreement with City: From our observations, Purvis has continued to park over time in the area mentioned for the past couple of years (often forcing the driveway to be used as the area for turning cars around). We have constantly witnessed the residents and friends of 164 consistently parking on the greenspace in very close and risky proximity to the south side fence

Actual built fence currently extends well beyond the error amount discovered and is reason to counter any leniency in this matter as Purvis has caused intentional harm to us by his actions.

We feel we have grounds for immediate removal of the fence built onto our property as permit dimensions are larger than dimensions on 164 North Willard Survey/permit was approved with later found errors, Purvis has non compliance with 2022 Settlement Agreement with City and his actions are obviously without good faith compliance.

Settlement refers to Stipulated Order conscious to be held up, including "By June 1, 2021, the northern parking area shall be restored to grass." (this has not happened, and puts the 2022 Settlement further out of compliance.

Purvis is NOT in compliance with Stipulated Order or Signed Settlement as our recent SeeClickFix thread reflects, noting Purvis publicly wrote on September 28, 2024 "The blue truck was last moved in august 2024" <in defense to the See Click Fix post stating "Continued parking on green spaces One vehicle has apparently not moved for months." We also observed 7 hours later that the two trucks were still parked off of the asphalt and out of compliance with the Settlement and this continues 36 hours later, the time of this writing.



Visual of Area of Concern Before and After Work from Zoning Permit ZP-21-275

Relief:

We request that the 164 fence permit is revoked immediately with presenting this contrary evidence and errors in permit dimensions and that he is immediately required to remove his fence. We estimate that this could easily be completed in less than a day. We request that the City take enforceable actions with a financial penalty with a start date to ensure appropriate and active remediation occurs (ie: \$250/day fine for each day Fence remains on 172 North Willard Street Lot). **We request that you revoke this and require Purvis to remove portion of his fence IMMEDIATELY in response to revoking the permit, as outlined in #4, #8 and #12 of the Standard Conditions of his permit** {Article 3: APPLICATIONS, PERMITS, AND PROJECT REVIEWS, Sec. 23.2.9 Zoning Permits, (a) Issuance of Permits, 1. Standard Permit Conditions}, as well as not being in compliance with the signed 2022 Settlement Agreement with the City

Require future fence permits of a fence in this nature (large wooden fence) to have a minimum 2 foot setback from property line as outlined on Burlington Planning and Zoning Design Review Guide on Fences. Please add a statement to the Additional Conditions area of Permit Conditions.

Burlington Planning and Zoning Design Review Guide on Fences

I NEED TO SET MY FENCE BACK FROM THE BOUNDARY? Yes. Fences are required under the CDO to be set back from the boundary enough to be able to

34

ZAP-25-4 Denial to Extend ZP-21-275 Development Review Board Submission 15 July 2025 Melanie Jannery Margaret Tamulonis of 172 North Willard Street, Burlington, VT

*maintain the fence without having to go onto the neighbors property. There is no magic distance to this setback, and it is based on the style of fence proposed. Some fences may not require as much maintenance or can be removed, maintained and reinstalled without having to go on 'the other side'. **The typical rule of thumb is that a larger wooden fence would need a setback of at least 2ft from the boundary to be able to paint, stain or replace boards.***

<https://www.burlingtonvt.gov/sites/default/files/PZ/Design-Guides/DG-Fences.pdf>

Development Review Standards

Fences may be placed within the required setback along a property line, but shall be setback sufficiently to provide for the maintenance of both sides of the fence without entering onto the adjacent property and shall present a finished side to the adjoining property and public street.

<https://www.burlingtonvt.gov/sites/default/files/20240604%20ART06-DevelStandards.pdf>

f

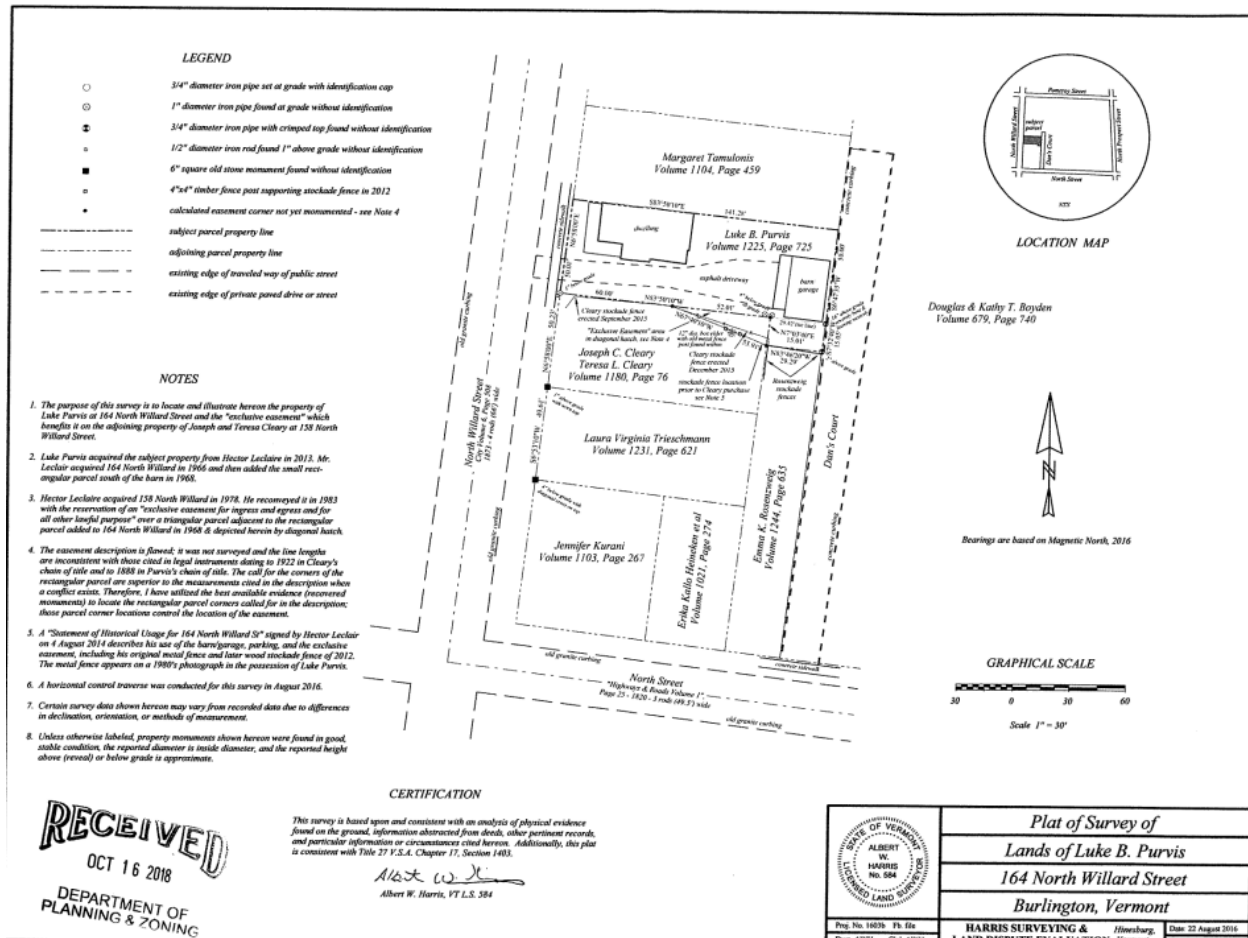
>>>> We have observed appellants claims trying to persuade the City and Development Review Board to grant a permit extension request. This first occurred on xxxx in appellants first extension request for yyy which was administratively denied on May 22, 2025 (please see attachment communication from Scott Gustin confirming this denial date). Even though an administrative decision to deny the request for time extension was made, appellant submitted further requests with additional information that should be discarded due to the administrative decision already made on May 22, 2025. The focus of today's decision should only be based on the decision to uphold the May 22, 2025 administrative decision to deny the extension with a focus on ONLY what was included in the initial submission for time extension that states " zzzzzzzzzzzz

put in contents of paper document

Again, the points appellant makes in the above request for his denial are the only ones that should be considered in your decision in addition to everything hung leading up to his request to extend

Referenced Materials

2016 Survey of 164 North Willard Street (Please note rear property measures only 65.05 feet. Planning and Zoning received this October 16, 2018, well before Purvis's fence permit).



164 North Willard Street approved site plan/fence (Please note: back measurement is 66 feet (larger than actual lot per Purvis 2016 Survey, and signed stamp, stating accuracy is owner's responsibility and any modification/deviations need to be approved first).

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1		Coverage Offset by modifying patio, adding turnaround spot, removing slab, removing 2' strip												
2	Coverage Description	Add/Subtract	Calculation	Coverage Multiplier	SQFT Coverage									
3														
4														
5	Slab	-	5'x6'		30									
6	2' Strip	-	(47'x4') + (.5'x4'x47')		282									
7	Patio w/in Setback	-	5'x16'		80									
8														
9														
10	Reconfiguration of Patio: +	7'x18'												
11	Turnaround Spot	+	7.5'x8'		30									
12														
13														
14														
15														
16														
17														

Purple lines denote proposed fence locations.

Area in Redbox of patio is the additional coverage from the Patio ReConfig



164 166 North Willard St

Site plan including utility easement to north, exclusive use easement to south

Prepared by Luke Purvis on 5/18/22 for Fence Permit Per Settlement

NOTE:
ANY MODIFICATION OR DEVIATIONS FROM THESE PLANS REQUIRE ZONING APPROVAL PRIOR TO CONSTRUCTION. ALL ERRORS IN DIMENSIONS, PLANS, OR DETAILING ARE FULLY THE RESPONSIBILITY OF THE APPLICANT/OWNER.

FINAL APPROVAL

SIGNED  DATE 5/26/2022

ZONING PERMIT # ZP-21-275

REVIEWED BY SG

DEPARTMENT OF PERMITTING & INSPECTIONS
BURLINGTON VERMONT

392 Total Sqft Removed

136

30

166 Total Sqft added

226 Net SQFT removed

For fence location, patio, and green space & vehicle turn-around at 164 North Willard St only.

Magnified views of back property fence permit & #164 Survey (please note 66' fence dimension of a lot that is only 65.05' wide per Purvis 2016 Survey, thus taking 71 square feet from owners of 172 North Willard Street via open approved permit)



Burlington Planning and Zoning Design Review Guide on Fences (Please note highlighted area: *The typical rule of thumb is that a larger wooden fence would need a setback of at least 2ft from the boundary to be able to paint, stain or replace boards.*)



DESIGN REVIEW GUIDE

Fences

Burlington is well known as a community with a high quality of life, small and cohesive neighborhoods, a vibrant downtown and waterfront – all within a spectacular setting on the shores of Lake Champlain. This deserving reputation is due in part to the City's small size, entrepreneurial spirit, civic-minded citizens and activist government. One of the many factors that makes Burlington such a great place to live, work and visit is the community's attention to detail, and respect for its setting, heritage and quality urban design.

Burlington's Design Review process strives to protect the city's unique qualities and strong sense of place by carrying out citywide development and design objectives. The purpose of this Fence Guide is to help applicants in preparing an application for a fence permit. Through materials such as this, the Department of Planning & Zoning seeks to make common sense information available to help inform and provide clear expectations of the submission requirements and process, which in turn helps save the applicant, and the city, time and money.

DO I NEED A PERMIT TO REPLACE MY OLD FENCE OR INSTALL A NEW ONE?

Yes! **ALL** fences, whether there is an existing fence already located on the property that you wish to replace with a better fence or if you want to install a brand new fence, require a fence permit from the Department of Planning and Zoning, and building permit from the Department of Public Works.

The only time a fence permit is not required is when the existing fence (which was installed with a valid, existing fence permit) is being replaced in the EXACT same size, location, materials and design. A building permit is still required.

HOW LONG DOES THE APPROVAL PROCESS TAKE AND WHAT SHOULD I EXPECT?

A fence permit process typically takes 3-4 weeks depending on the time of year (summer being the busiest for permitting). There are specific requirements for what information needs to be submitted with a fence permit application. These requirements are detailed in the Fence Permit Checklist available online and from our office.

The submission material needed helps us determine:

- what the area looks like today (a photo),
- the location of the proposed fence (a site plan), and
- what the new fence will look like (a specification sheet or photo example).

The review and approval is typically done within a week or two and immediately following the approval is a 15 day waiting period (called an appeal period) before the permit can be picked up and the building permit applied for. These two timeframes are what make up the 3-4 weeks total process.

WHAT ARE THE RULES FOR FENCES?

Section 6.2.2(m) Landscaping and Fences: of the Comprehensive Development Ordinance (CDO) states:

Fences may be placed within the required setback along a property line, but shall be setback sufficiently to provide for the maintenance of both sides of the fence without entering onto the adjacent property and shall present a finished side to the adjoining property and public street.

Fences placed within a clear sight triangle along driveway and at street intersections, or between an existing building and the front property line, whichever is less, shall be limited to 3-feet in height above the curb in order to provide safe sight distances for pedestrians and vehicles.

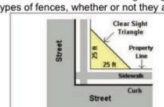
Styles, materials, and dimensions of the proposed fence shall be compatible with the context of the neighborhood and the use of the property.



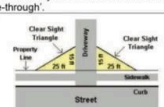
Fence compatible with context? Clear sight triangle?

WHAT IS THE REASON FOR REQUIRING A "CLEAR SIGHT TRIANGLE"?

The clear sight triangle is an area in relation to a corner lot or driveway where the height of fences are limited to no more than 3ft above the height of the curb. This requirement was put in place to ensure safety for pedestrians and road users from vehicles exiting a property and having clear visibility in both directions without a large fence in the way. By having lower fences in these areas, a small child riding along the sidewalk may be seen before it's too late! The clear sight triangle relates to all types of fences, whether or not they are "see-through".



Corner Lot



Driveway Corner

I NEED TO SET MY FENCE BACK FROM THE BOUNDARY?

Yes. Fences are required under the CDO to be set back from the boundary enough to be able to maintain the fence without having to go onto the neighbors property. There is no magic distance to this setback, and it is based on the style of fence proposed. Some fences may not require as much maintenance or can be removed, maintained and re-installed without having to go on 'the other side'. *The typical rule of thumb is that a larger wooden fence would need a setback of at least 2ft from the boundary to be able to paint, stain or replace boards.*

IS A BUILDING PERMIT REQUIRED?

Yes. You need to contact the Building Inspector's office for all construction. Open fences (such as picket or chain link) where wind and snow can pass through may not need a building permit, but this is determined by the Building Inspector depending on the location and the proposed fence.

DO I HAVE TO GET A CERTIFICATE OF OCCUPANCY FOR MY FENCE? I'M NOT GOING TO OCCUPY IT!

Yes! A Unified Certificate of Occupancy (UCO) is the generic term for confirming the project has been completed and built exactly as approved on the fence permit and approved plans and that all conditions have been met. Think of this UCO as simply a 'Certificate of Completion'.

This process is unified with the Building permit, so make sure you have had your final inspection on the building permit first by the building inspector.

The Code Enforcement Office manages the UCO process on behalf of the Planning and Zoning Department (they have the cars and inspectors). You request the UCO once you are done, by submitting the zoning permit paperwork you received when you picked up your permit (this includes the permit, conditions and all approved plans) to the Code Enforcement Office. This process can typically take 10-15 days depending on workload so make sure you request it as soon as possible, don't wait until the last minute before you sell the property or refinance!

ADDITIONAL INFORMATION

city zoning permits & general information
Burlington Department of Planning & Zoning
 149 Church St. Burlington, VT 05401
 802.865.7188
www.burlingtonvt.gov/pz

city building permits & general information
Burlington Department of Public Works
 645 Pine St. Burlington, VT 05401
 802.863.9094
www.burlingtonvt.gov/dpw

Certificates of Occupancy
Code Enforcement Office
 645 Pine St. Burlington, VT 05401
 802.863.0442
www.burlingtonvt.gov/codeenforcement



Decorative fence compliant with the clear sight triangle

Prepared by the Burlington Department of Planning & Zoning

Stipulated Order Reference

After somewhat extensive pre-trial motion practice, the Court set the matter for a *de novo* trial to begin on January 7, 2021. However, on January 4, 2021, the parties entered into a Settlement Agreement and provided a Stipulated Judgment Order, which the Court reviewed, approved, signed, and issued that same day. That Stipulated Order provided, in pertinent part, as follows:

1. Appellant withdraws his appeal with respect to the northern parking area, Statement of Questions No. 2. The June 28th, 2019 order of the Burlington DRB as it pertains to the northern parking area is now final, and the appeal period has expired. By June 1, 2021, the northern parking area shall be restored to grass.
2. Appellant withdraws his appeal with respect to the southern parking area, Statement of Questions No. 3. The June 28th, 2019 order of the Burlington DRB as it pertains to the southern parking area is now final, and the appeal period has expired. The Court's Order denying Appellant's Motion in Limine re the southern parking area is incorporated into this order by reference.^[3]
3. 164 N. Willard Street (the "Property") shall remain a triplex until May 31, 2022, or until the moratorium on ejectments is lifted pursuant to [Senate Bill] S.333, whichever is later.^[4]
4. On May 31, 2022, or when the moratorium on ejectments is lifted pursuant to S.333, whichever is later, the Property shall become a duplex.

April 4, 2022 Settlement Agreement with City of Burlington

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
DOCKET NO. 88-7-19 Vtec

In Re:)
PURVIS NORTH WILLARD STREET)

REVISED SETTLEMENT AGREEMENT

NOW COMES the City of Burlington ("City"), by and through its attorneys, and Luke Purvis ("Owner"), the owner of 164 North Willard Street, Burlington, Vermont, self-represented, who agree to the following terms to resolve on-going permit, enforcement, and zoning issues pending between the Parties concerning the historic and on-going use of the property known as 164 North Willard Street, Burlington, Vermont.

RECITALS

WHEREAS, Owner purchased the property known as 164 North Willard Street in 2013 and at the time of purchase, the prior owner had modified the property in three significant ways for purposes of zoning without proper permits or permissions from the City. Specifically, the prior owner had: (1) converted the primary residential structure from a duplex to a three unit multi-family, (2) laid gravel to the north of the driveway for a parking area, and (3) laid gravel alongside the south side of the driveway in an area adjacent to what Owner purports to be an easement across their southern neighbor's lot and where prior owner had been parking or allowing tenant cars to park; and

WHEREAS, there is no evidence that Owner had direct knowledge that these alterations were out of compliance with zoning at the time of purchase; and

WHEREAS, the City and Owner have attempted through multiple years of permitting hearings, litigation, and legal process to resolve the matter; and

WHEREAS, despite the parties efforts these issues have persisted and have caused a substantial investment of resources by both Parties; and

WHEREAS, the City has begun enforcement action in regard to the driveway issue and has been in communication with the Owner in regard to the multi-family unit; and

WHEREAS, Owner has pursued various remedies to their situation and are prepared to file new zoning permit applications, as well as pursuing various public records requests with the City; and

WHEREAS, the City recognizes that there is a housing shortage in the City of Burlington and the historic, although unpermitted, conversion of a duplex to a multi-family presents a

Page 1 of 5

substantial policy dilemma between increasing housing and enforcing the City's zoning ordinances; and

WHEREAS, the City is not aware of any specific harm, nuisance, injury, or problem to the neighborhood or neighboring properties stemming from Owner having a third housing unit on their property; and

WHEREAS, the City Administration intends in the next two years to alter the regulations regarding multifamily units and that these alterations are expected, if approved, to give Owner the ability to apply for a zoning permit that will cure the current violation regarding Owner's property; and

WHEREAS, the City has a substantial interest in enforcing its zoning regulations not only in a fair and impartial manner but in a manner that is sensible and consistent with the City's policies and efforts to promote the full and fair use of private property; and

WHEREAS, the Parties have already entered into a settlement and temporary abatement agreement and over the course of this prior agreement, the City has not received any complaints or identified any additional issues regarding the third unit; and

NOW THEREFORE, the Parties agree to the following terms:

- 1) The Parties incorporate the earlier Stipulated Order adopted by the Environmental Division on January 4, 2021 into the present Agreement, except as modified below.
- 2) The Parties agree to extend Paragraph 3 of the January 4, 2021 Stipulated Order for an additional two years, giving Owner the right to continue as a multi-family (triplex) use until May 31, 2024 with the following conditions:
 - a. City anticipates that it will, prior to this deadline, be pursuing revisions to its zoning ordinances, which it anticipates will remove the non-conformance issues that the City has raised with regard to the existence of a third unit, in which case, the City shall notify Owner that his use is permissible and that this term of the Agreement is of no further effect, although Owner may still be required to apply for a permit to ratify the permission for this use; and
 - b. If the City does not amend its ordinance, or if such amendments do not permit Owner to continue his third unit, then Owner shall have the vested right to apply for a zoning permit either under the zoning ordinances in effect as of the date of this Agreement or an then-existing zoning ordinance, and the Parties shall treat the question of applicable zoning ordinance as a matter akin to vested rights and a matter of estoppel because Owner is expressly relying on this as part of the consideration for this Agreement.
- 3) For the limited purposes of zoning and compliance with the City's currently understood permit status for the property, Owner agrees that the parking and/or storing of vehicles by

Page 2 of 5

himself, his partner, his tenants, and any visitors to the property will only occur on the currently established and recognized, paved portions of the property's driveway or in the garage. Owner further agrees that he will immediately cease and will actively prevent any tenants, guests, invitees, or licensees visiting the property from parking or storing vehicles on any other portions of the property, specifically including, but not limited to, the area directly south of the existing driveway pavement where Owner will be installing a turnaround and restoring the remaining sections to grass as described in more detail below.

Owner shall have until 5pm, Monday, May 9, 2022 to remove any vehicle presently in this location that is currently disabled and unable to be moved without towing. Nothing in this Agreement shall be interpreted as limiting or affecting Owner's private easement and rights therein.

- 4) Owner shall be permitted to install a turnaround adjacent to the driveway within the portion of their property immediately south of the driveway under the following conditions:
 - a. Owner shall use grass block pavers (also known as turf block pavers) for the turnaround;
 - b. Owner shall regularly maintain the turf within the grass block pavers such that the turnaround has a seasonably appropriate green and/or vegetative appearance;
 - c. The Turnaround shall not exceed a maximum length of 7.5 feet and shall not exceed 7 feet in width;
 - d. Owner shall be free to situate the turnaround at any spot along the southern edge of the driveway so long as it is situated no less than five feet behind a line extending from the rear of their primary residence and contained fully within the 164 North Willard Street property boundaries;
 - e. Owner shall install and maintain landscaping sufficient to contain the turn-around area to the dimensions above and prevent enlargement;
 - f. The turn-around area is for turning around, not parking. It shall be the Owner's responsibility to prevent parking in the area. If the Owner cannot prevent parking to occur, and there are 3 or more instances within a calendar-year period when it is used for parking (defined as the act of stopping and disengaging a vehicle and leaving it unoccupied for approximately fifteen minutes or more), Owner shall remove the turn-around area and plant and maintain grass in the turn-around area with a landscape barrier to prevent further use of it for parking or turning around.
- 5) Owner shall removal all gravel and shall plant grass along the remainder of the portion of his property south of the driveway by no later than August 1, 2022 as follows:
 - a. Owner shall plant grass in the area between the southern edge of the paved driveway and Owner's southern boundary line from a point even

Page 3 of 5

with the rear corner of their residence to the start of Owner's garage, except where the turnaround discussed above is to be installed.

- b. In instances where the soil has been compacted and cannot sustain new grass, the soil shall be amended as follows Sub-soils below new topsoil layer (i.e. existing compacted soils) scarified/tilled at least 4", with incorporation of upper material (so total depth of final un-compacted material is equal to 8" in depth. The entire surface should be scarified/loosened, except within drip line of trees (to protect root systems).
 - i. Topsoil specifications:
 - i. Minimum 4" of un-compacted topsoil, except where tree roots limit amendment incorporation;
 - ii. Topsoil shall be consistent with landscape quality topsoil and shall be appropriate to foster the growth of grass;
 - iii. Water or roll to 85% compaction; and
 - iv. Rake to level.
 - ii. Seed and protect with erosion control matting (staked according to manufacturer's specifications).
 - c. These specifications may be modified if a landscaping professional determines it necessary to prevent undermining the adjacent driveway and to prevent interference with underground utilities or lines.
 - d. Grass shall be maintained to have a seasonably appropriate green and/or vegetative appearance throughout the area. Owner may, but shall not be required, to plant shrubs or other vegetation in this area.
- 6) Upon execution of this Agreement and receipt of a site plan per section 9(c) below, the City shall issue Owner's pending fence permit conditioned upon the on-going good faith compliance with this Agreement.
 - 7) Upon execution, Owner shall immediately withdraw the two appeals currently pending at the DRB.
 - 8) Upon execution, Owner shall withdraw all pending public records requests with the City.
 - 9) Owner's existing patio shall be treated as an allowed, as built, structure with the following conditions:

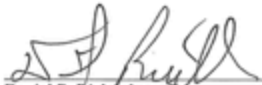
- a. Owner shall move any portion of the patio within the five-feet side setback outside of the setback;
 - b. Owners shall remove the identified 5-foot by 6-foot concrete slab; and
 - c. Owner shall submit a detailed and accurate site plan of the entire property capturing the changes made under this Agreement and demonstrating that the net lot coverage will not increase as a result of the patio.
- 10) This Agreement shall be binding on both Parties and their Successors and Assigns. Owner shall provide a copy of this Agreement and the January 4, 2021 Stipulated Order to any potential purchasers of 164 North Willard Street as an exhibit to any purchase and sale agreement that Owner executes.
- 11) So long as this Agreement is in effect and the Parties are in compliance with the terms herein, Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City, and the City shall take no further zoning enforcement action against either the multi-family issue, remediation of the area adjacent to the parking area, or the patio. Nothing in this agreement shall prevent the City from enforcing its zoning ordinances or pursuing enforcement actions unrelated to this Agreement.
- 12) The purpose of this Agreement is to resolve the dispute and allow the Parties to move forward in a productive and cooperative manner. Nothing in this Agreement shall be interpreted as an admission by either Party to their underlying legal positions.
- 13) The Parties further agree that if any issue under this agreement arises, they shall communicate and attempt to work out the dispute in good faith. Failing such, the Parties shall have recourse to the Chittenden County Superior Court for resolution, of any dispute, claim of damages or injunctive relief, or specific performance of this Agreement or any term therein.
- 14) Each party shall bear their own costs in this matter and no monetary payment is envisioned as part of this Agreement.

Dated in Burlington, Vermont this 4th day of April 2022.

CITY OF BURLINGTON

LUKE PURVIS

By:


Daniel P. Richardson, Esq.
City Attorney



Page 5 of 5

*****END Zoning Appeal to Open Zoning Permit ZP-21-275 Jannery Tamulonis
September 29, 2024*****

April 4, 2022 Revised Settlement Agreement with City

Appellant is out of compliance with the 2022 Revised Settlement Agreement with the City for which ZP-21-275 is permitted with condition of the Legal Agreement he signed into being followed for which he is out of compliance with.

STATE OF VERMONT	
SUPERIOR COURT	ENVIRONMENTAL DIVISION DOCKET NO. 88-7-19 Vtec
In Re:	)
PURVIS NORTH WILLARD STREET	)
<u>REVISED SETTLEMENT AGREEMENT</u>	
NOW COMES the City of Burlington ("City"), by and through its attorneys, and Luke Purvis ("Owner"), the owner of 164 North Willard Street, Burlington, Vermont, self-represented, who agree to the following terms to resolve on-going permit, enforcement, and zoning issues pending between the Parties concerning the historic and on-going use of the property known as 164 North Willard Street, Burlington, Vermont.	
RECITALS	
WHEREAS, Owner purchased the property known as 164 North Willard Street in 2013 and at the time of purchase, the prior owner had modified the property in three significant ways for purposes of zoning without proper permits or permissions from the City. Specifically, the prior owner had: (1) converted the primary residential structure from a duplex to a three unit multi-family, (2) laid gravel to the north of the driveway for a parking area, and (3) laid gravel alongside the south side of the driveway in an area adjacent to what Owner purports to be an easement across their southern neighbor's lot and where prior owner had been parking or allowing tenant cars to park; and	
WHEREAS, there this no evidence that Owner had direct knowledge that these alterations were out of compliance with zoning at the time of purchase; and	
WHEREAS, the City and Owner have attempted through multiple years of permitting hearings, litigation, and legal process to resolve the matter; and	
WHEREAS, despite the parties efforts these issues have persisted and have caused a substantial investment of resources by both Parties; and	
WHEREAS, the City has begun enforcement action in regard to the driveway issue and has been in communication with the Owner in regard to the multi-family unit; and	
WHEREAS, Owner has pursued various remedies to their situation and are prepared to file new zoning permit applications, as well as pursuing various public records requests with the City; and	
WHEREAS, the City recognizes that there is a housing shortage in the City of Burlington and the historic, although unpermitted, conversion of a duplex to a multi-family presents a	
Page 1 of 5	

substantial policy dilemma between increasing housing and enforcing the City's zoning ordinances; and

WHEREAS, the City is not aware of any specific harm, nuisance, injury, or problem to the neighborhood or neighboring properties stemming from Owner having a third housing unit on their property; and

WHEREAS, the City Administration intends in the next two years to alter the regulations regarding multifamily units and that these alterations are expected, if approved, to give Owner the ability to apply for a zoning permit that will cure the current violation regarding Owner's property; and

WHEREAS, the City has a substantial interest in enforcing its zoning regulations not only in a fair and impartial manner but in a manner that is sensible and consistent with the City's policies and efforts to promote the full and fair use of private property; and

WHEREAS, the Parties have already entered into a settlement and temporary abatement agreement and over the course of this prior agreement, the City has not received any complaints or identified any additional issues regarding the third unit; and

NOW THEREFORE, the Parties agree to the following terms:

- 1) The Parties incorporate the earlier Stipulated Order adopted by the Environmental Division on January 4, 2021 into the present Agreement, except as modified below.
- 2) The Parties agree to extend Paragraph 3 of the January 4, 2021 Stipulated Order for an additional two years, giving Owner the right to continue as a multi-family (triplex) use until May 31, 2024 with the following conditions:
 - a. City anticipates that it will, prior to this deadline, be pursuing revisions to its zoning ordinances, which it anticipates will remove the non-conformance issues that the City has raised with regard to the existence of a third unit, in which case, the City shall notify Owner that his use is permissible and that this term of the Agreement is of no further effect, although Owner may still be required to apply for a permit to ratify the permission for this use; and
 - b. If the City does not amend its ordinance, or if such amendments do not permit Owner to continue his third unit, then Owner shall have the vested right to apply for a zoning permit either under the zoning ordinances in effect as of the date of this Agreement or an then-existing zoning ordinance, and the Parties shall treat the question of applicable zoning ordinance as a matter akin to vested rights and a matter of estoppel because Owner is expressly relying on this as part of the consideration for this Agreement.
- 3) For the limited purposes of zoning and compliance with the City's currently understood permit status for the property, Owner agrees that the parking and/or storing of vehicles by

himself, his partner, his tenants, and any visitors to the property will only occur on the currently established and recognized, paved portions of the property's driveway or in the garage. Owner further agrees that he will immediately cease and will actively prevent any tenants, guests, invitees, or licensees visiting the property from parking or storing vehicles on any other portions of the property, specifically including, but not limited to, the area directly south of the existing driveway pavement where Owner will be installing a turnaround and restoring the remaining sections to grass as described in more detail below.

Owner shall have until 5pm, Monday, May 9, 2022 to remove any vehicle presently in this location that is currently disabled and unable to be moved without towing. Nothing in this Agreement shall be interpreted as limiting or affecting Owner's private easement and rights therein.

- 4) Owner shall be permitted to install a turnaround adjacent to the driveway within the portion of their property immediately south of the driveway under the following conditions:
 - a. Owner shall use grass block pavers (also known as turf block pavers) for the turnaround;
 - b. Owner shall regularly maintain the turf within the grass block pavers such that the turnaround has a seasonably appropriate green and/or vegetative appearance;
 - c. The Turnaround shall not exceed a maximum length of 7.5 feet and shall not exceed 7 feet in width;
 - d. Owner shall be free to situate the turnaround at any spot along the southern edge of the driveway so long as it is situated no less than five feet behind a line extending from the rear of their primary residence and contained fully within the 164 North Willard Street property boundaries;
 - e. Owner shall install and maintain landscaping sufficient to contain the turn-around area to the dimensions above and prevent enlargement;
 - f. The turn-around area is for turning around, not parking. It shall be the Owner's responsibility to prevent parking in the area. If the Owner cannot prevent parking to occur, and there are 3 or more instances within a calendar-year period when it is used for parking (defined as the act of stopping and disengaging a vehicle and leaving it unoccupied for approximately fifteen minutes or more), Owner shall remove the turn-around area and plant and maintain grass in the turn-around area with a landscape barrier to prevent further use of it for parking or turning around.
- 5) Owner shall removal all gravel and shall plant grass along the remainder of the portion of his property south of the driveway by no later than August 1, 2022 as follows:
 - a. Owner shall plant grass in the area between the southern edge of the paved driveway and Owner's southern boundary line from a point even

with the rear corner of their residence to the start of Owner's garage, except where the turnaround discussed above is to be installed.

- b. In instances where the soil has been compacted and cannot sustain new grass, the soil shall be amended as follows Sub-soils below new topsoil layer (i.e. existing compacted soils) scarified/tilled at least 4", with incorporation of upper material (so total depth of final un-compacted material is equal to 8" in depth. The entire surface should be scarified/loosened, except within drip line of trees (to protect root systems).
 - i. Topsoil specifications:
 - i. Minimum 4" of un-compacted topsoil, except where tree roots limit amendment incorporation;
 - ii. Topsoil shall be consistent with landscape quality topsoil and shall be appropriate to foster the growth of grass;
 - iii. Water or roll to 85% compaction; and
 - iv. Rake to level.
 - ii. Seed and protect with erosion control matting (staked according to manufacturer's specifications).
 - c. These specifications may be modified if a landscaping professional determines it necessary to prevent undermining the adjacent driveway and to prevent interference with underground utilities or lines.
 - d. Grass shall be maintained to have a seasonably appropriate green and/or vegetative appearance throughout the area. Owner may, but shall not be required, to plant shrubs or other vegetation in this area.
- 6) Upon execution of this Agreement and receipt of a site plan per section 9(c) below, the City shall issue Owner's pending fence permit conditioned upon the on-going good faith compliance with this Agreement.
 - 7) Upon execution, Owner shall immediately withdraw the two appeals currently pending at the DRB.
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 - 9) Owner's existing patio shall be treated as an allowed, as built, structure with the following conditions:

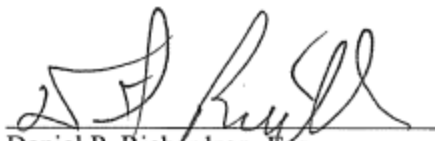
- a. Owner shall move any portion of the patio within the five-feet side setback outside of the setback;
 - b. Owners shall remove the identified 5-foot by 6-foot concrete slab; and
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- 10) This Agreement shall be binding on both Parties and their Successors and Assigns. Owner shall provide a copy of this Agreement and the January 4, 2021 Stipulated Order to any potential purchasers of 164 North Willard Street as an exhibit to any purchase and sale agreement that Owner executes.
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- 13) The Parties further agree that if any issue under this agreement arises, they shall communicate and attempt to work out the dispute in good faith. Failing such, the Parties shall have recourse to the Chittenden County Superior Court for resolution, of any dispute, claim of damages or injunctive relief, or specific performance of this Agreement or any term therein.
- 14) Each party shall bear their own costs in this matter and no monetary payment is envisioned as part of this Agreement.

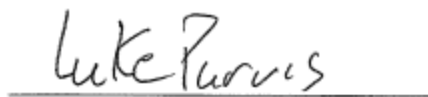
Dated in Burlington, Vermont this 4th day of April 2022.

CITY OF BURLINGTON

LUKE PURVIS

By:


Daniel P. Richardson, Esq.
City Attorney



Letter to Appellant from City Attorney 27 May 2025

This letter directs appellant what is permitted by Zoning at his Property with current zoning rules and post Settlement Agreement.

(No parking other than on the asphalt driveway)

On May 27, 2025, at 10:30 AM, Kimberlee Sturtevant
<ksturtevant@burlingtonvt.gov> wrote:

Dear Mr. Purvis,

I have reviewed my files regarding the zoning status of 164 North Willard Street. As you are aware, there has been a lot of review of the property's zoning in the last decade by the City and the courts. While the initial review was based on a complaint from a neighbor, the majority since that time has been at your request. At this time, in the City's opinion, the zoning requirements and allowances for the property are clear as set forth below.

- **Use of the property:** the current approved use of the property is as a duplex. Any change in the use will require a zoning permit.
- **Lot coverage:** Per site plan approved on 5/26/22, lot coverage includes the house, garage, recognized paved driveway, turn-around spot, and reconfigured patio. The remainder of the property is to be grass/greenspace.
- **Parking:** contained in the recognized paved driveway and garage, none to south or north of the recognized paved driveway and none in turn-around area. The turn-around area is solely for turning around.
- **Turn-around area** allowed so long as: made of grass block pavers (also known as turf block pavers), regularly maintained (seasonably appropriate green and/or vegetative appearance); not to exceed a maximum length of 7.5 feet and 7 feet in width; to be situated along the southern edge of the driveway so long as it is situated no less than five feet behind a line extending from the rear of their primary residence and contained fully within the 164 North Willard Street property boundaries. Owner shall install and maintain landscaping sufficient to contain the turn-around area to the dimensions above and prevent enlargement; the turn-around area is for turning around, not parking. It shall be the Owner's responsibility to prevent parking in the area. If the Owner cannot prevent parking to occur, and there are 3 or more instances within a calendar-year period when it is used for parking (defined as the act of stopping and disengaging a vehicle and leaving it unoccupied for approximately fifteen minutes or more), Owner shall remove the turn-around area and plant and maintain grass in the turn-around area with a landscape barrier to prevent further use of it for parking or turning around.
- **Fence:** approved in ZP-21-275, set to expire on May 26, 2025. Needs to be in compliance with approval and closed out with a certificate of occupancy.
- **Patio:** to be contained within area noted on the 5/26/22 site plan. No portion can be within 3-foot setback of northern boundary.
- **Easement area:** The easement is a private arrangement between the neighboring parties. The terms or existence of the easement does not impact the zoning requirements of that area. The area of the easement is not zoned for anything but greenspace, no parking or driveway is allowed under zoning.

I appreciate your frustration that you believe some of the zoning aspects of the property were different when you purchased it from the prior owner, however, we have already litigated those issues and any grievance that remains is not with the City. The current zoning approvals for the property are identified above.

Sincerely,
Kim

Kimberlee J. Sturtevant, Esq.
ACA, Director of Litigation
Office of City Attorney & Corporation Counsel

Rear survey post (please note that the fence as built extends well over property line onto 172 North Willard Street, an unwelcome new encroachment - this post is 3-4 feet tall for perspective). Our survey post has since been removed by the neighbor.



Magnified views of back property fence permit & #164 Survey (please note 66' fence dimension of a lot that is only 65.05' wide per Purvis 2016 Survey, thus taking 74 square feet (78' * .95' over property boundary) of physical access from owners of 172 North Willard Street via open approved permit)



164 North Willard Street approved site plan/fence (Please note: slab needs to be removed, back measurement is 66 feet (larger than actual lot per Purvis 2016 Survey, and signed stamp, stating accuracy is owner's responsibility and any modification/deviations need to be approved first).

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1			Coverage Offset by modifying patio, adding turnaround spot, removing slab, removing 2' strip												
2	Coverage	Add/Subt			SQFT										
3	Description	ract	Calculation	Coverage Multiplier	Coverage										
4															
5	Slab	-	5'x6'		30										
6	2' Strip	-	(47'x4') + (.5'x4'x47')		282										
7	Patio w/in Setback	-	5'x16'		80										
8															
9					392	Total Sqft Removed									
10	Reconfiguration of Patio:	+	7'x18'		136										
11	Turnaround Spot	+	7.5'x8'		30										
12					166	Total Sqft added									
13															
14															
15					226	Net SQFT removed									
16															
17															

Purple lines denote proposed fence locations.
 Area in Redbox of patio is the additional coverage from the Patio ReConfig

-NOTE-

ANY MODIFICATION OR DEVIATIONS FROM THESE PLANS
 REQUIRE ZONING APPROVAL PRIOR TO CONSTRUCTION.
 ALL ERRORS IN DIMENSIONS, PLANS, OR DETAILING ARE
 FULLY THE RESPONSIBILITY OF THE APPLICANT/OWNER.

FINAL APPROVAL

SIGNED DATE 5/26/2022

ZONING PERMIT # ZP-21-275

REVIEWED BY [Signature]

DEPARTMENT OF PERMITTING & INSPECTIONS
 BURLINGTON VERMONT

164 166 North Willard St

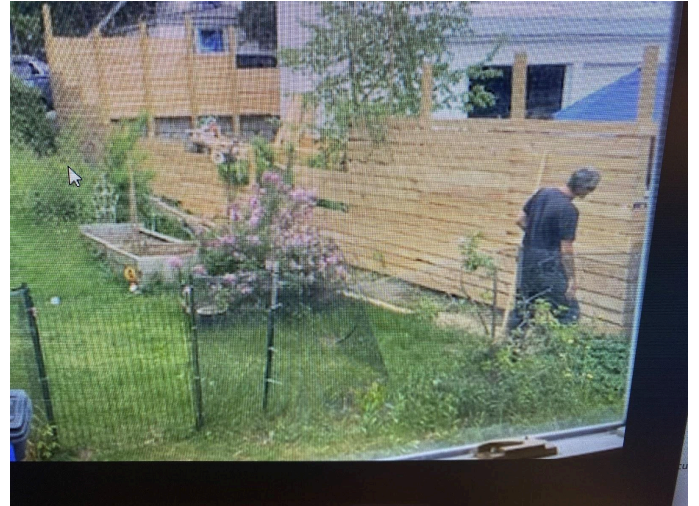
Site plan including utility easement to
 north, and/or use easement to south
 Parcel

Prepared By Luke Purvis
 on 5/26/22 for Fence Permit
 Per Settlement

Close up of 164 North Willard Street fence from 172 North Willard Street (please note - fence as constructed must be repaired and maintained from 172 North Willard Street as star head screws were sunken in from our side). Appellant may claim he has a deed to maintain and repair the fence he erected on our property from our property due to an easement, however the easement established in 1949 before our home was built was solely for the purpose of going on our property 5 feet to maintain and repair his dwelling house. Appellant is obviously not able to maintain this from his own property although at one point he claimed that he could.



2022 and 2023 Fence Installation (please note four to five feet on side of 172 were disturbed each time the fence was worked on thus far).



Unwelcomed, new fence encroachment from 164 North Willard and our previous fence post location set in by neighbor in 2022 when he moved it back from corner to install his fence (Please note encroachment is 2'4" beginning at the house's corner - encroachment steadily increases to 3'1" in back and photos of back survey pins reflect this)



Visual of 164 North Willard Street Fence Back property line (Please note, longest board protrudes 69' 9" with all boards over 69' 2" and post to post measurement Open Approved Permit measures 66' and post to post measurement is 68' 2" < of a 66' measurement on open approved permit



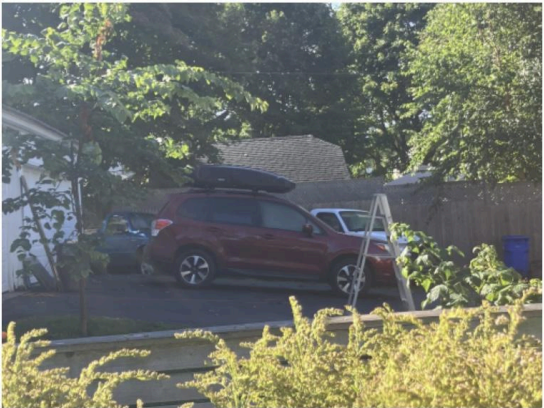
September 28, 2024 See Click Fix Regarding 164 continuing to park on areas of his yard, putting him out of compliance with Signed 2022 Settlement Agreement with City.

 Burlington, VT



Margaret T
Reported about 7 hours ago

Submitted To: Burlington, VT
Category: Parking on lawns or yards



Details
Continued parking on green space One vehicle has apparently not moved for months

 Comment

 Follow

 Share

 Flag

AA

 seeclickfix.com



 Burlington, VT



Luke P (Registered User)
09/28/2024
 Flag

Hi Luke Purvis here, property owner. I have been trying to deal with for this for over 10 years. I wrote a detailed response that is under review by see click fix for the benefit of all interested in this. Hopefully it will post here.

Anyway, the city's failure to act on this matter is part of the 10/1 drb appeal between our properties. I'm Looking forward to resolving this matter and living in peace with my family from never ending improperly performed code enforcement.

The blue truck was last moved in august 2024.

Photo of **Appellant still parking on his Lawn on July 1, 2025 at 4:55pm**. This demonstrates that appellant is still out of compliance with the needs of the Settlement Agreement between City and Appellant. ZP-21-275 is permitted as a condition of not parking in the area where he parks. Certainly, the Administrative Decision to DENY permit extension should be upheld in ZAP-25-4 so that the City can begin enforcement protocol to the highest extent possible.

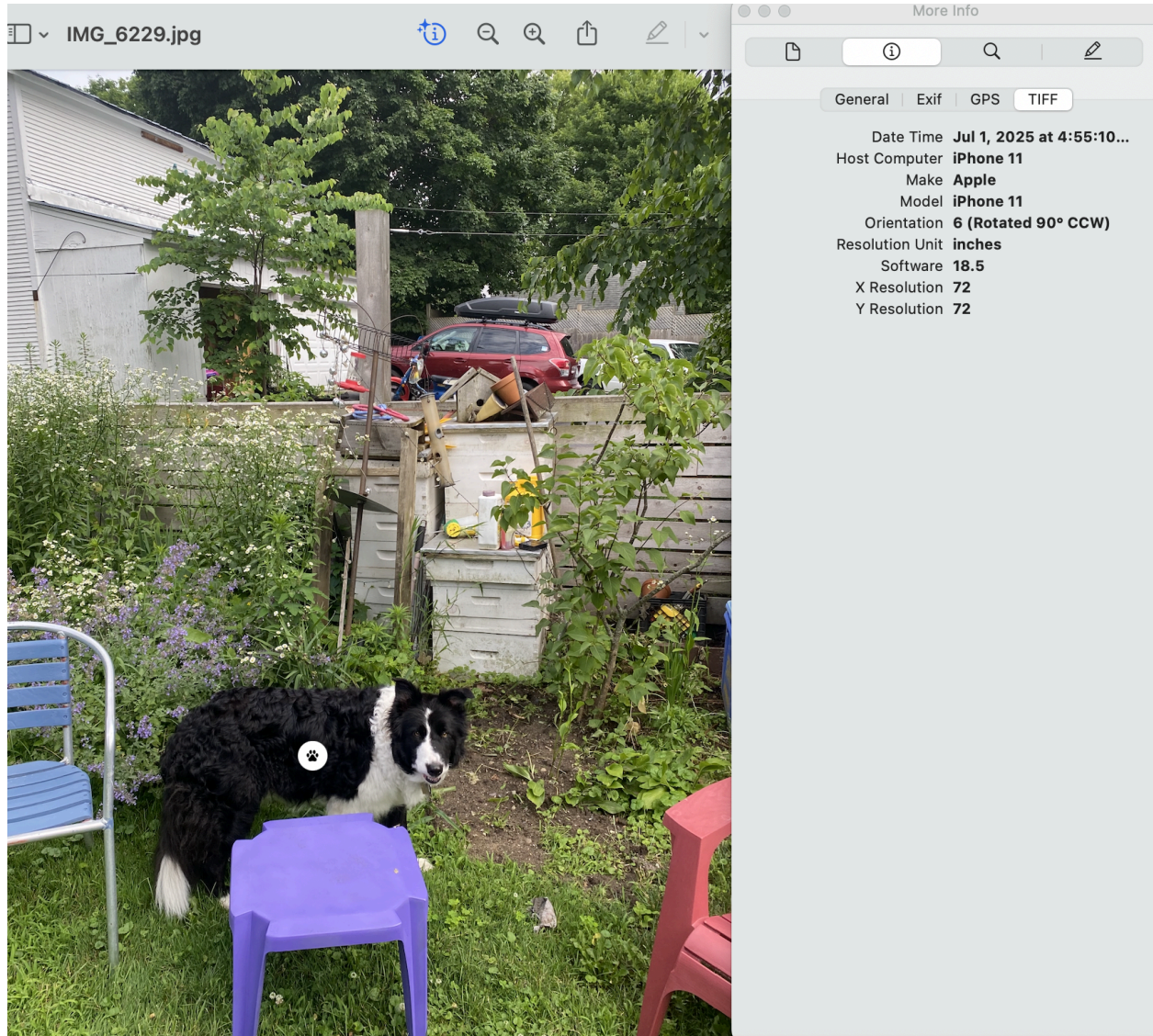


Photo of **Appellant still using his Lawn as ongoing parking July 11, 2025 9:04pm.** This further demonstrates that appellant is still out of compliance with the needs of the Settlement Agreement between City and Appellant. ZP-21-275 is permitted as a condition of not parking in the area where he parks. Certainly, the Administrative Decision to DENY permit extension should be upheld in ZAP-25-4 so that the City can begin enforcement protocol to the highest extent possible.



burlingtonvt.aimsparking.com/tickets/index.php?cmd=detail&ticketid=2518196

 Park Burlington
Customer Portal

 [Login](#) [Language](#)

Item Number	Description	Balance	View
080247	EN-003 Environmental - Lawn	\$0.00	View
23P06021	EN-003 Environmental - Lawn	\$0.00	View
		Total:	\$0.00

burlingtonvt.aimsparking.com/tickets/index.php?cmd=detail&ticketid=2569951

Ticket Information

Comment: LAWN PARKING

Write

[View Ticket](#)

12/21/2020, 11:48 AM
P23106021.2020-12-21.11'48'53.jpg

10/23/2023

Adjudication Agreement

Level:

Reason:

Decision

FIRST

There is no enforceable violation for the gross structure where this vehicle is parked. Burlington code enforcement has assessed this area and chosen not to do a coverage violation about the gravel. This is not clear this is gravel. Ted Miller the Easider, is aware of multiple area close to the Easider about this area and has chosen to target me and my property instead of creating an improperly documented area and not allow me access to protective provision of the zoning CDDO despite the title of zoning enforcement assessment. The vehicle is parked on an easement which allows for ingress and egress. Current covenants of easement do not object to parking. The provision of 20-054-1 does allow parking where ingress and egress is allowed like the easement is designed for. The settlement signed by Dan Richardson creates a turnaround spot to connect the driveway to the easement and the easement is excluded from the prohibitions about parking in the

As you know, your property is located at West 1 of the city. City ordinance prohibits parking on any street or yard in any area in Wards 1, 2, 3 and B CDO Sec. 10-055(1). Under the ordinance, signs in yards and any open space not approved by planning and zoning for vehicular access and ingress or parking. The area in which you parked your truck has not been approved by the city for vehicular access and ingress or parking. While I understand zoning issues have been raised in the past with respect to the property, on April 4, 2022, you and Dan Richardson (then City Attorney) executed a Related Settlement Agreement. The settlement agreement is very clear with respect to the area in which you parked your car when it was located on Dec. 21, 2023. Paragraph 3 of the agreement states, Owner agrees that parking and/or storing of vehicles is prohibited. His partner, his tenants and any visitors to the property will only occur on the currently established and recognized, paved portions of the property's driveway or in the garage. Impounds added: As you confirm, your truck was parked on an area next to the paved driveway, it was not parked on the paved portion of the driveway or in the garage. With respect to the turnaround area, the settlement agreement is also very clear. Paragraph 4 allows you to install a turnaround adjacent to the driveway under very specific conditions. One of those conditions is that the turnaround area for turning around, not parking. Paragraph 4(f), As clearly stated in the agreement, the area in which you parked your truck when it was located is not for parking. Contrary to statements made in your appeal, the area in which you parked your truck has not been approved for parking in that, you signed an agreement that specifically prohibits parking in this area. Your truck was illegally parked on the lawn and property located. However, to the extent that you may have been confused or unclear about the provisions of the settlement agreement, we are withdrawing parking lot ZPR0022 as a warning. Please be clear that you cannot park any vehicle in this area.

164 North Willard & 172 North Willard Fence Line in March 2013 (Please notice tree several feet from house, 4 months prior to Purvis's purchase. This is from a prior submission from Purvis on their gravel issue).

March 2013 – The gravel maintenance to the south of the driveway has occurred.



mar 10, 2013

Now

~ 11 years ago

This shows the gravel to the south of the driveway directly after the maintenance occurred. This photo was submitted by 58 North Willard. The 10th is an approximate date of when his photo was taken.



Summer 2013



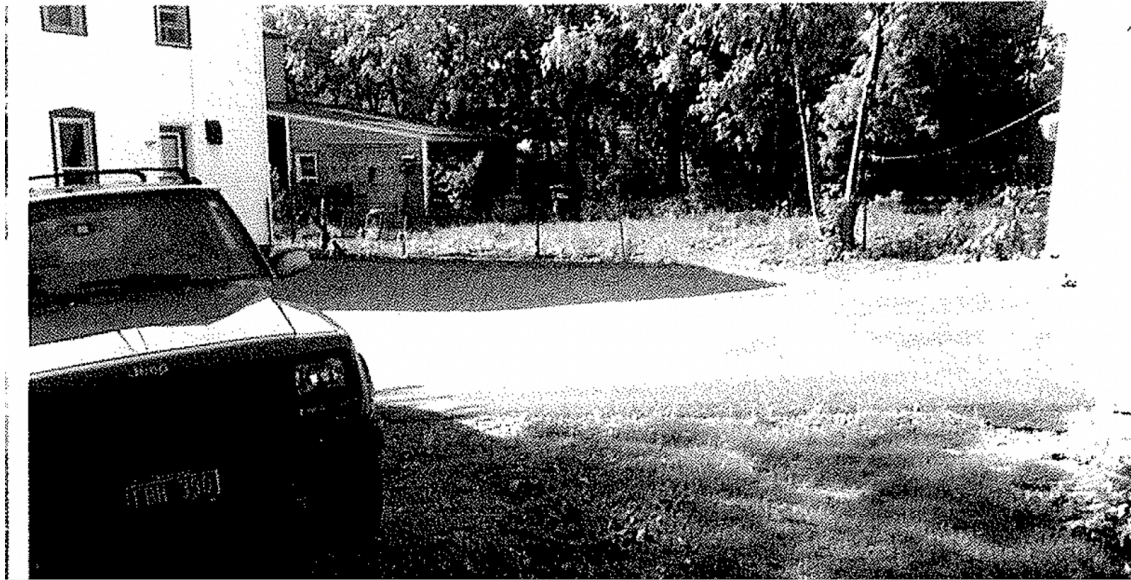
Summer 2013

IMG_4496

70

*ZAP-25-4 Denial to Extend ZP-21-275 Development Review Board Submission 15 July
2025 Melanie Jannery Margaret Tamulonis of 172 North Willard Street, Burlington, VT*

2013/2014 Photo taken shortly after appellant moved in in July 2013 (Please note, this was Summer/Fall 2013 or Spring/Early Summer 2014 <leaves on trees> one section of trees that appeared in the March 2013 photo were removed, please note the fence post at front is consistent with March 2013 photo).



Addition of Garden Boxes Summer 2014 (next photo will reveal “new” corner” as corner post is blocked in this photo by same Jeep in previous photo)



Garden Boxes Summer 2014 (Onset appellant's encroachment is revealed!)



2013 Fence Post is AT Corner of House through the end of Hector Leclair's tenure
Gravel Installation



September 2024 Encroachment onto 172 North Willard Street (Please notice this is **not** where the fence line was in 2013 shortly before or shortly after the onset of Luke Purvis's Tenure. - Note: the two large fence posts near the house extend perpendicular from 164 house encroaching into our property, also seen from the outer view of the fence).



In 2015, the contractor discussed encroachment of fences on both sides of 172 into the property, expanding neighbors property and cutting into 172. Margaret and Purvis had a few conversations about it and figured we'd "fix" that one day when the old fence was ever replaced. Margaret continued to patch the old fence as needed and Melanie joined. We would often use various street finds we kept around the yard for this purpose. Both of us would receive continual suggestions from Purvis the areas we needed to repair as there were noticeably sharp points and large gaps from tree growth and removal that could potentially injure our dogs. As long time homeowners in Burlington, we recognize the liability that homeowners can face when someone is injured while on your property. Purvis never presented to us with this sort of ongoing awareness the element of responsibility and awareness of the liability a homeowner would face if someone were injured by a sharp protrusion from the fence, for instance. Instead, he continually, out of

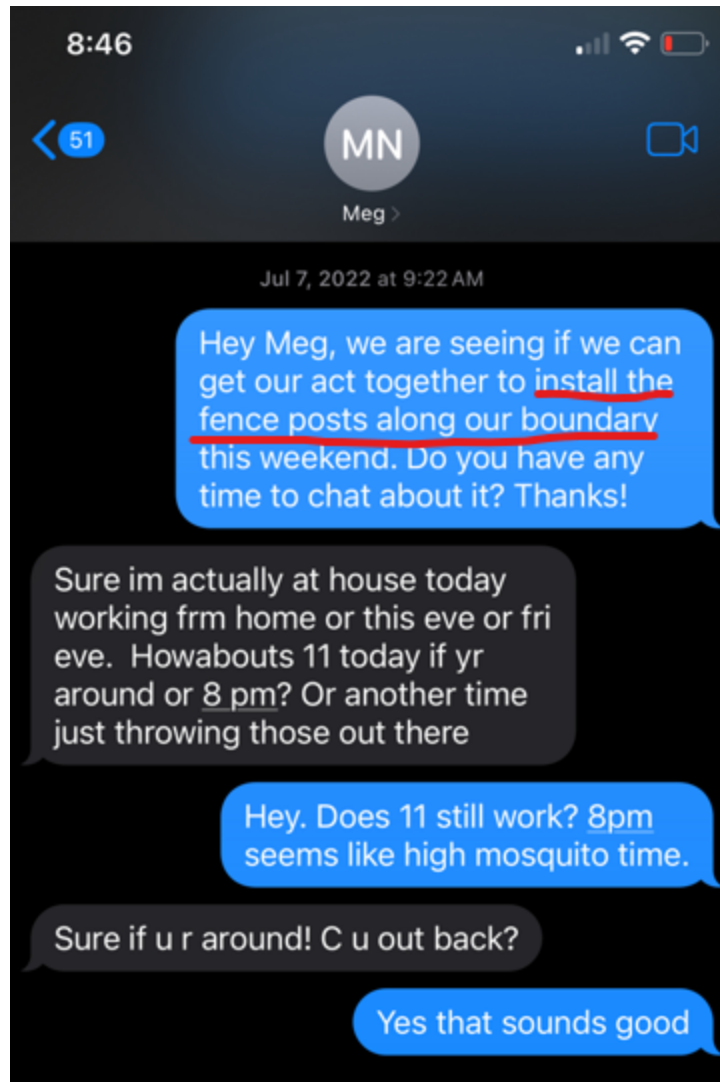
care and concern, pushed the responsibility onto us over the years by pointing out where we needed to repair the fence. Purvis also contributed in cutting wires when removing trees and patching areas when the dog would get onto our side.

2015 Photo of other side of 172 “encroachment” at 176 North Willard Street, as often seen in the Old North End, an area of falling apart fence needing TLC (vs. a strategic attempt to take another's property).



Beyond this, we have multiple pictures of the shifting fenceline, where the photos above represent a certain timeline of the fenceline shift and who made it happen. **Please formulate your beliefs through the information and “evidence” that is being provided to determine where the truth is being shaped and shifted in one area, it is often being done similarly in others, likely in multiple other areas with a fair amount of inaccuracies and claims across the board.** The facts are consistent and what can truly be measured here. We have Commissioned Boundary Survey in Settlement Agreement affirmed by Supreme Court and a Boundary Retracement Survey from 7 years later that aligns.

July 7, 2022 - Communication between Purvis and Margaret “install the fence posts along our boundary”

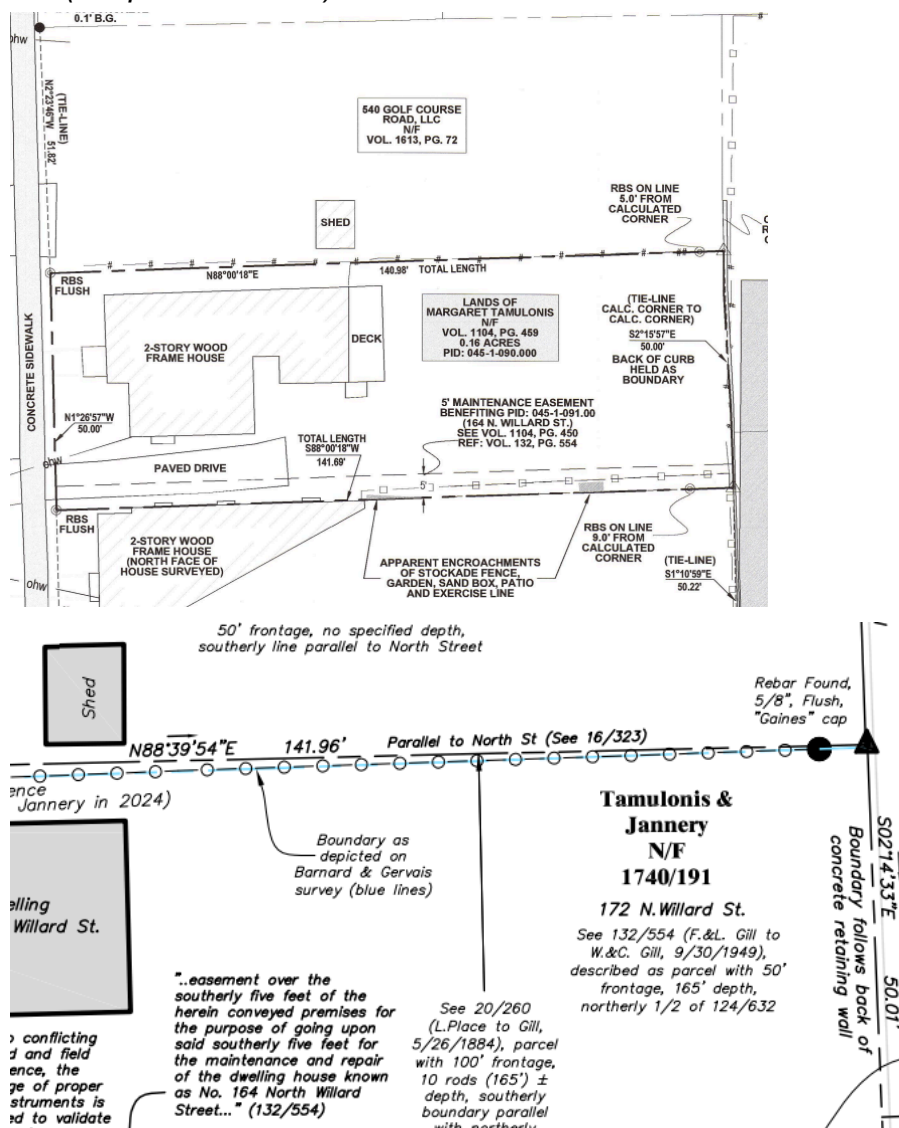


May 16, 2024 - Early Stages of 4' Chain Link Fence Installation between 172 & 176.

(Please note: As we removed plant matter from the fence line, we very easily were able to move the fence over and keep it upright and in place in order to install the new fence in this area where we wanted. We kept the old fence up until we put up the chain. The property managers communicated with us along the way and disposed of the old fence when we were ready to remove it with installation of our fabric. Unlike a tall wooden fence, a 4 foot chain link and 3 foot tall vinyl fence can be easily maintained, repaired, and replaced from within one's own land leaving minimal space on the other side. Our work was approved without issue and our neighbors were pleased with the improvement. 2023 Survey of shows the old fence line between 172 & 176. Haggarty Plan submitted with appellant's files shows the new fence line in 2025 that we established in the same line. Here, however you can see how we "shifted" the line to do the work - which is very easy to do. Appellant claims how he moved his wooden fence in from where the metal one is and gave us more land (note he has taken a decade to shape the land for the photo he provides, whereas this photo was all within a month and in May, thus zero vegetation - please keep this photo in mind as you review his "evidence" - *We share this photo for the sole purpose to contrast Purvis' submission of his plumb line claiming he moved the fence line back.*



Please review our 2023 survey fence line on that side to see where the fence was prior to any work on the 176 on our 2023 Survey BEFORE compared to AFTER in 2025 on Haggerty Plan DRAFT ONLY full is included with this case under appellant's submissions - that we feel accurately notes our 2023 <and current> boundary in blue and also where we installed our fence. We hope that the above image reflects how we were encroached upon so easily and so much as the fenceline was worked to shift the line (the plumbline line).



From appellant's October 1, 2025 Development Review Board Written Testimony

164 North Willard St Permission_given_to_164_North...

10 / 10



110%

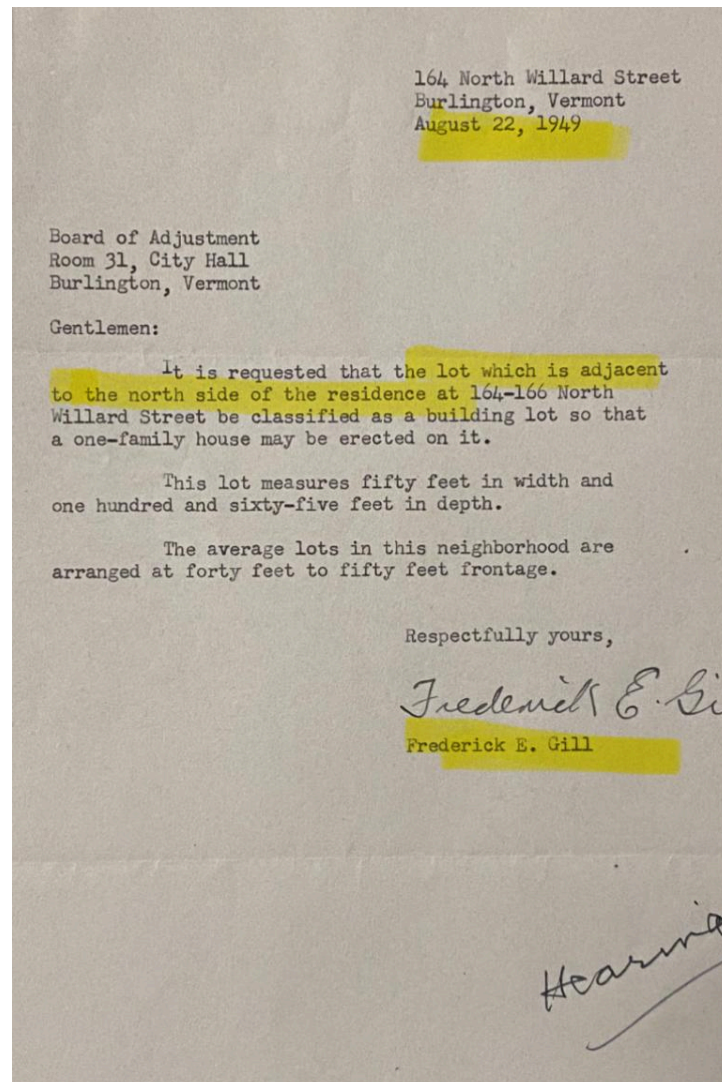


This is a picture of the old fence when I was setting the string line for the new fence. You can see, I have the string to 164 Side of the old fence, thereby returning more space to 172 North Willard than the old fence allowed. You can see a variety of markers back here and the new line is the 164 side of all of them.



All Attachments that follow were also included here exactly as in ZAP-25-2

Historical Letter from 1949 from property owner of 164-166 North Willard Street describes the intention in the City's Legal Processing that approved his plans for "the lot...adjacent to the north side of the residence at 164-166 North Willard Street. This letter matters in 2025 when appellant newly claims through his attorney's advice the need for historical documents to state the intent such as "describ(ing) the south line of (172 North Willard Street) as running directly along the north side of your home, affirming the importance of historical letter from property owner of 164-166 North Willard Street describes the intention in the City's Legal Processing that approved his plans for "the lot...adjacent to the north side of the residence at 164-166 North Willard Street.



Historical Surveyor's work Documented and neighborhood Physical Surveyor's Boundaries identified back to May 18, 1948 - 158 North Willard Street - Sam Lisman's Surveyor "Established Property Corners" marked at "Completed". The property's physical boundaries are identified by the historical sketch - It is important to recognize **these physical boundaries were recognized as having been set into the ground prior to the erection of our home at 172 North Willard Street in 1949.**

Appellant claims that the area of North Willard Street had never been surveyed, yet both 2016 Harris Boundary Survey and 2023 Barnard and Gervais Retracement Survey identified the surveyor work in the area back to and possibly before 1948.

SURVEY FOR Sam Lisman DATE May 19 1948
ADDRESS 2612 R
ENGINE NUMBER 2612 R
LOCATION OF SURVEY 158 N Willard
Please see son's drawing
SURVEY CONSISTING OF THE FOLLOWING:
Established property corners
Completed
DATE PROVIDED _____
TITLE SEARCH BY Lisman
FIELD WORK BY Barnard
CHECKED BY _____
FILE NUMBER _____
CITY ON RECORD _____
VOLUME _____ PAGE _____
THANKS Jerry
Call Louis Lisman about title

Archie
Gull
Lawrence
M. W.

4 April 2022 Luke Purvis and City Signed into Legal Revised Settlement Agreement with #11 "...**Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City....**"

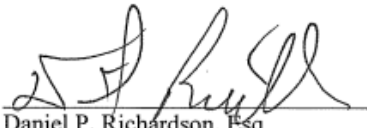
- a. Owner shall move any portion of the patio within the five-feet side setback outside of the setback;
 - b. Owners shall remove the identified 5-foot by 6-foot concrete slab; and
 - c. Owner shall submit a detailed and accurate site plan of the entire property capturing the changes made under this Agreement and demonstrating that the net lot coverage will not increase as a result of the patio.
- 10) This Agreement shall be binding on both Parties and their Successors and Assigns. Owner shall provide a copy of this Agreement and the January 4, 2021 Stipulated Order to any potential purchasers of 164 North Willard Street as an exhibit to any purchase and sale agreement that Owner executes.
- 11) So long as this Agreement is in effect and the Parties are in compliance with the terms herein, Owner and his partner shall bring no further public records requests (concerning their property or zoning enforcement), litigation or appeals against the City, and the City shall take no further zoning enforcement action against either the multi-family issue, remediation of the area adjacent to the parking area, or the patio. Nothing in this agreement shall prevent the City from enforcing its zoning ordinances or pursuing enforcement actions unrelated to this Agreement.
- 12) The purpose of this Agreement is to resolve the dispute and allow the Parties to move forward in a productive and cooperative manner. Nothing in this Agreement shall be interpreted as an admission by either Party to their underlying legal positions.
- 13) The Parties further agree that if any issue under this agreement arises, they shall communicate and attempt to work out the dispute in good faith. Failing such, the Parties shall have recourse to the Chittenden County Superior Court for resolution, of any dispute, claim of damages or injunctive relief, or specific performance of this Agreement or any term therein.
- 14) Each party shall bear their own costs in this matter and no monetary payment is envisioned as part of this Agreement.

Dated in Burlington, Vermont this 4th day of April 2022.

CITY OF BURLINGTON

LUKE PURVIS

By:

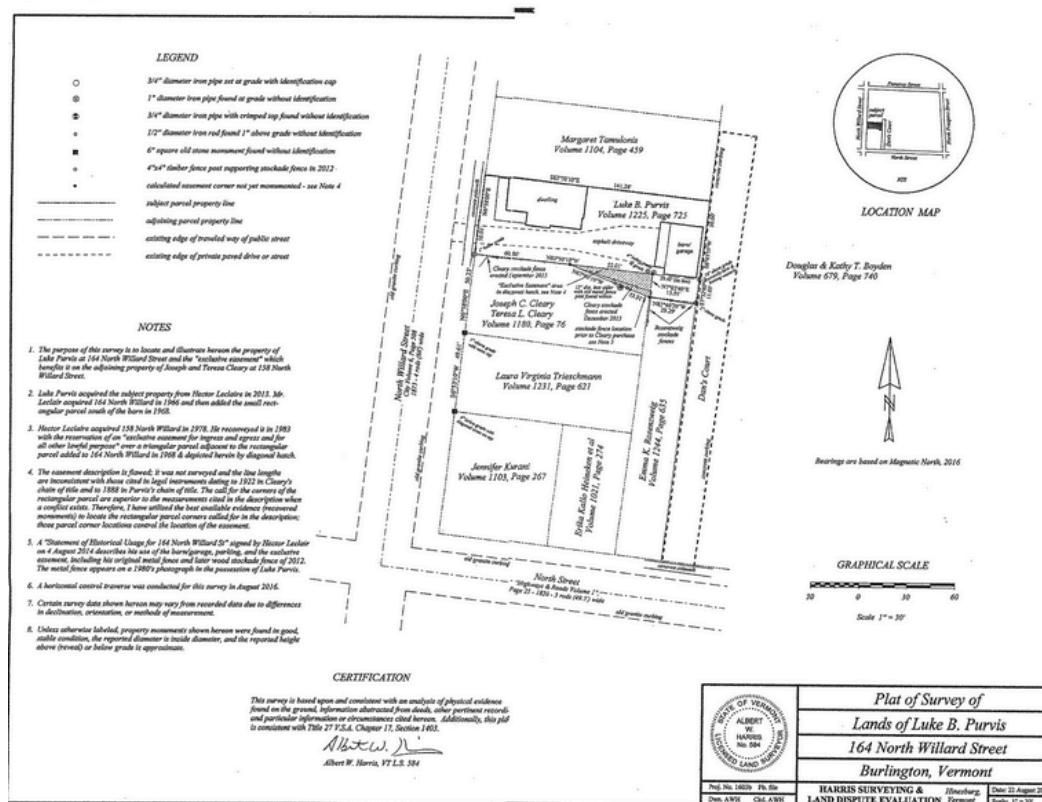

Daniel P. Richardson, Esq.
City Attorney



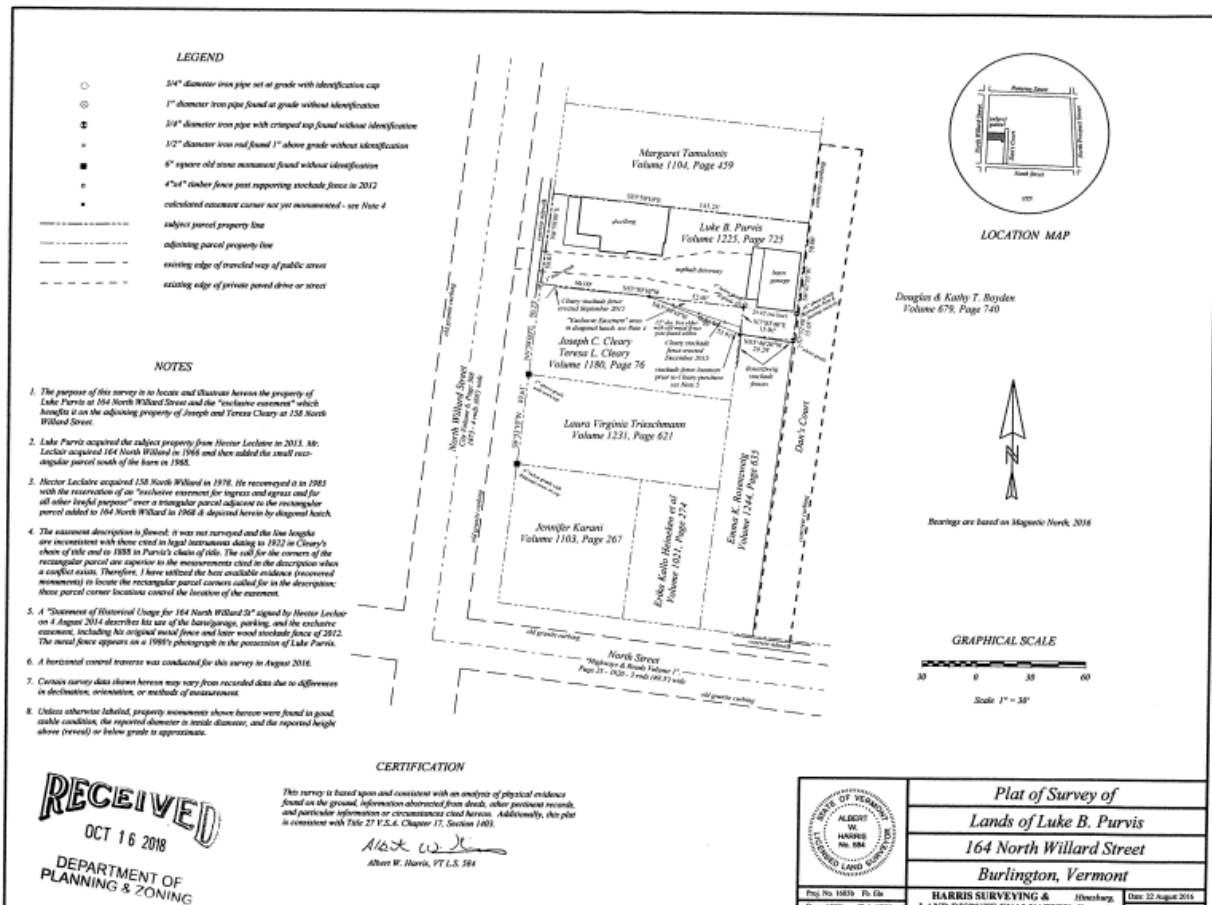
18 October 2022 - **Historical site plan** from 5/29/2019 **submitted by Appellant Luke Purvis** to Development Review Board written testimony showing his property boundaries consistently **back to 2013 when property changed ownerships** - note these **measurements align** (except 65.05 foot to 66 foot on site plan) **with Mr. Purvis's 2016 Harris Boundary Survey** - Please notice that this submission in 2022 was 6+ years later, according to his continued written testimony and his continued acknowledgement of his property boundaries. Appellant often would FLOAT the CEMENT SLAB is incorrectly into appellant's yard and further back as this site plan reflects, certainly a misrepresentation to where it is (please see "sandbox" on the 2023 Barnard & Gervais Retracement Survey by Michael Gaines to view its proper placement)



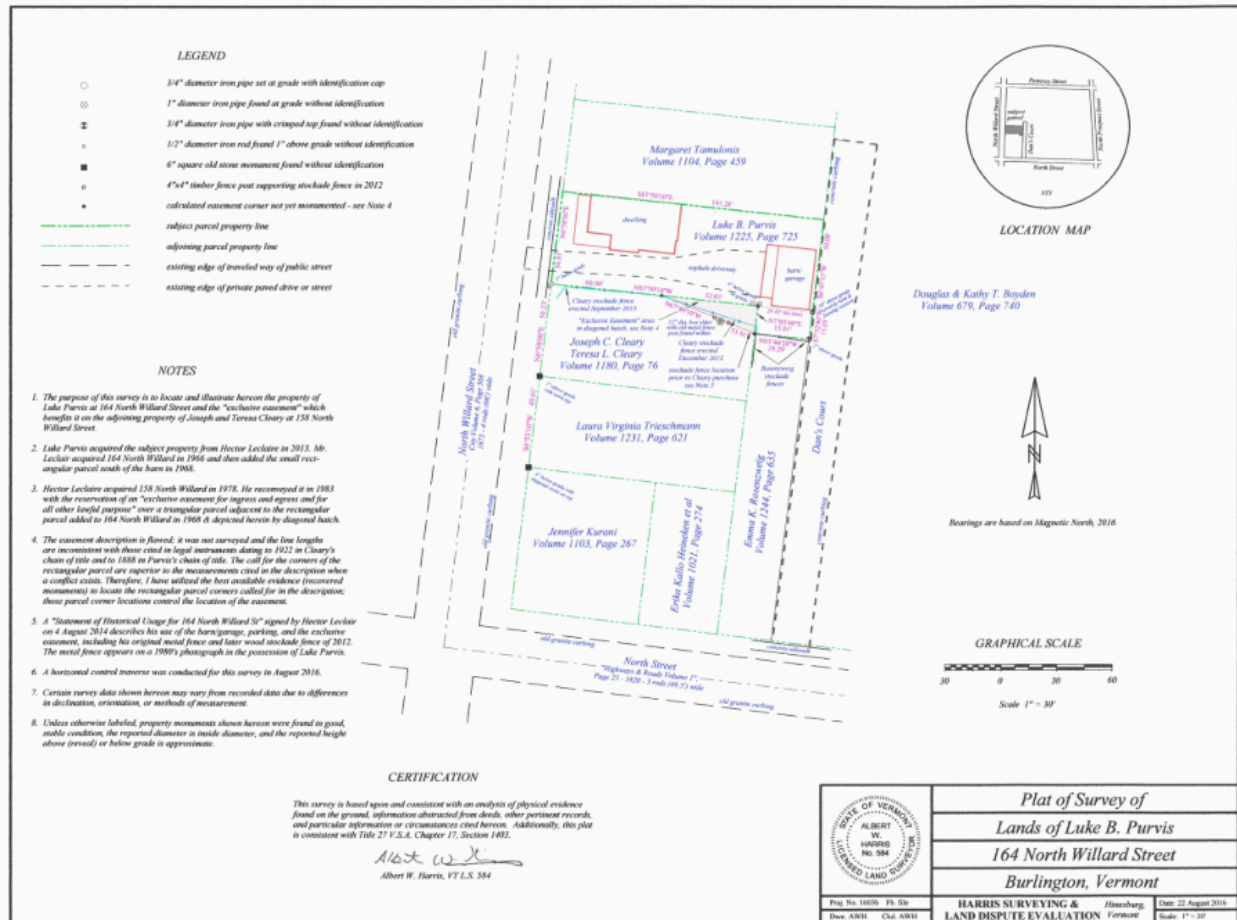
23 August 2016 Harris Boundary Survey was signed into a legal settlement agreement between Luke Purvis and the neighbors at 158 North Willard Street with whom he had multiple disagreements. The Harris 2016 Survey was initialed by all parties, including Luke Purvis "LP", as well as City Attorney and Agent for City of Burlington. The agreement has signatures of Luke Purvis, Attorney Kimberlee Sturtevant, Scott Gustin, and others with each of their initials on the 2016 survey which makes it a legally binding Official Boundary Survey of 164 North Willard Street, as noted in Line 1 of the notes "**The purpose of this survey is to locate and illustrate hereon the property of Luke Purvis at 164 North Willard Street...**" Also, as this was included in the Settlement Agreement and referenced by Judge Durkin in the Stipulated Order. As part of Stipulated Order referencing this Settlement Agreement there was a timeline of 1 year to reopen (which did not happen), further making this legally binding. This Boundary Survey shows the boundary of 172 North Willard Street at the foundation of 164 North Willard Street property. Appellant's failed attempt to bring all this to court through a motion denied by Judge Thomas S. Durkin on September 25, 2018 in 45-5-15 Vtec well after the time to file further solidifies the legal significance the 2016 Harris Boundary Survey the Official Boundary Survey of 164 North Willard Street, and further documents appellant's use of and reliance on the 2016 Harris Boundary Survey

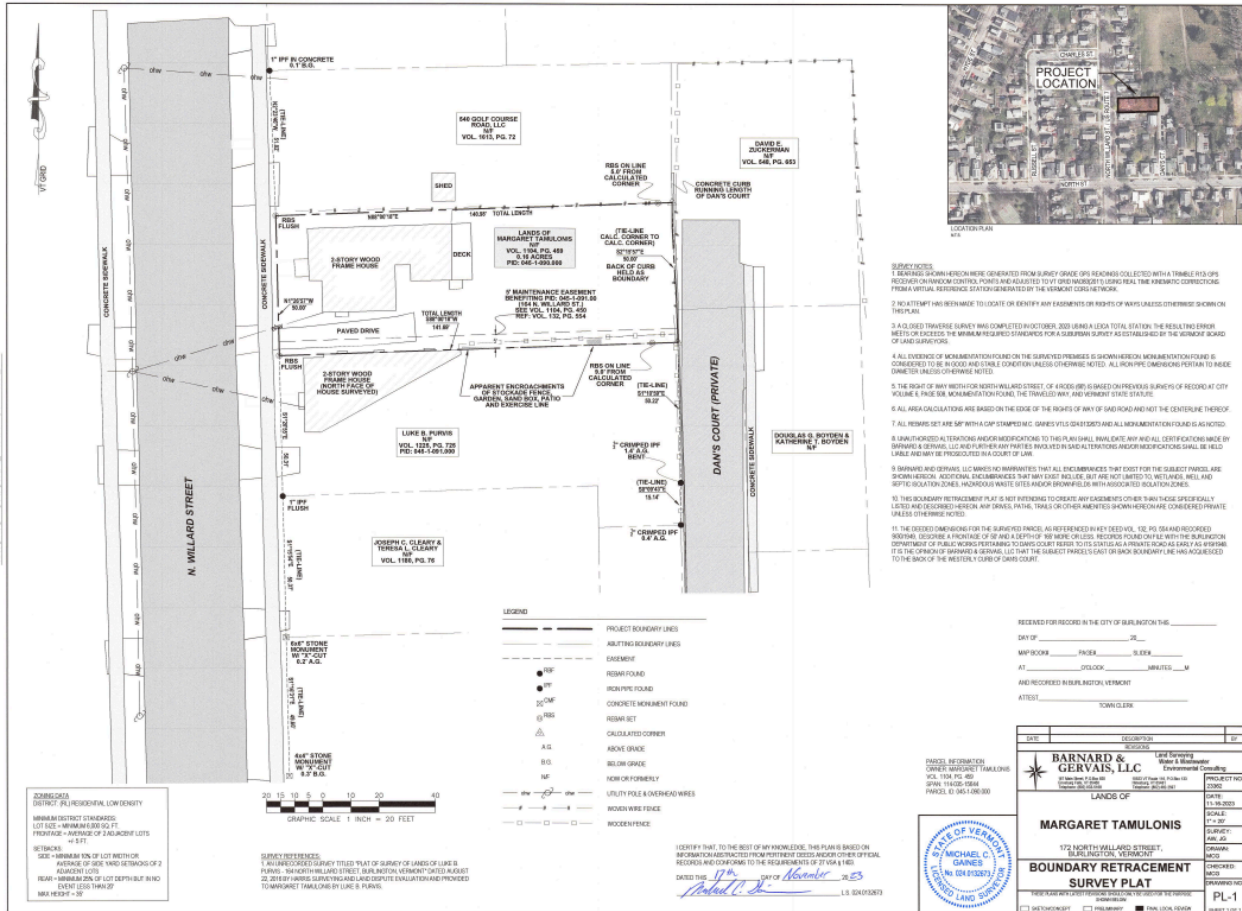


2016 Albert W. Harris Boundary Survey of 164 North Willard Street, received by City of Burlington's Department of Planning & Zoning on 16 October 2018 as part of the 16 October Development Review Board Hearing Packet on page 146 this link: <https://burlingtonvt.portal.civicclerk.com/event/3185/files/agenda/4194>
 This submission further documents appellant's use of and reliance on the 2016 Harris Boundary Survey



2016 Albert Harris Boundary Survey of 164 North Willard Street (unmarked crisper copy)





**BEGIN 2016 Settlement Agreement and Stipulated Order which included initialed
2016 Harris Boundary Survey**

FILED

SEP 26 2016 *doe*

STATE OF VERMONT
SUPERIOR COURT
PURVIS NONCONFORMING USE

VERMONT
SUPERIOR COURT
ENVIRONMENTAL DIVISION
ENVIRONMENTAL DIVISION
Docket No. 45-5-15 Vtec

STIPULATED ORDER

NOW COME the Parties and hereby stipulate and agree that the Court may enter the following Order:

1. The Court hereby accepts the Settlement Agreement of Luke Purvis, Joseph and Teresa Cleary and the City of Burlington (hereinafter the "Agreement") dated August 23, 2016.
2. The above-captioned matter is DISMISSED, WITHOUT PREJUDICE to the rights of either the Appellant or the City to request that the Court reopen this matter, pursuant to the terms of the Agreement.
3. In the event that either party moves this Court to reopen this matter, the Court shall grant such motion with no need to file a new appeal or pay a new appeal filing fee; the Docket Number shall remain the same and the legal issues to be addressed shall be controlled by the Statement of Questions filed in this matter on or about May 12, 2015.
4. The Parties shall have until August 1, 2017 to file a Motion to Re-open, or a Motion to extend the period for filing such a Motion. If no such filing is made, the underlying Burlington Development Review Board decision shall become enforceable and the appeal period for said decision shall be deemed to have expired.
5. Each side shall bear its own costs and attorney's fees.

APPROVED AND SO ORDERED:

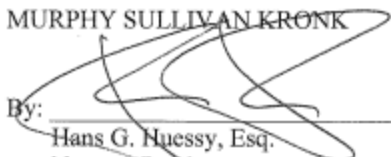

Hon. Thomas S. Durkin, Judge
Environmental Division

9/26/16
Date

[COUNSEL SIGNATURE PAGE FOLLOWS]

DATED at Burlington, Vermont this 22 day of September, 2016.

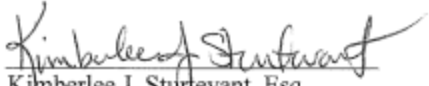
MURPHY SULLIVAN KRONK

By: 

Hans G. Huessy, Esq.
hhuessy@mskvt.com
275 College Street
PO Box 4485
Burlington, VT 05406-4485
802-861-7000
Attorneys for Appellant Luke Purvis

DATED at Burlington, Vermont this 23rd day of September, 2016.

BURLINGTON CITY ATTORNEY'S OFFICE

By: 

Kimberlee J. Sturtevant, Esq.
ksturtevant@burlingtonvt.gov
City Hall, 149 Church Street
Burlington, VT 05401
802-865-7121
Attorneys for City of Burlington

DATED at Burlington, Vermont this 23rd day of September, 2016.

By: 

Joseph Cleary

DATED at Burlington, Vermont this 23rd day of September, 2016.

By: 

Teresa Cleary

SETTLEMENT AGREEMENT

Following mediation with the assistance of Michael Marks, Esq., the Parties signing below have reached the following settlement agreement in reference to all of the issues arising out of or related to the following case: *Purvis Nonconforming Use*, Docket No: 45-5-15 Vtec.

This Agreement is contingent upon approval by the City of Burlington no later than August 26, 2016. If not timely approved, this Agreement shall be null and void. This Agreement is also contingent upon approval by Cleary, following an opportunity to consult with legal counsel, on (not before or after) September 15, 2016. If approved, the Parties shall exchange the documents required to implement the following.

1. Dismissal of Lawsuit. No later than September 19, 2016, the Parties shall dismiss the Lawsuit WITHOUT prejudice; all arguments and contentions of the Parties are preserved in the event of subsequent litigation concerning permits for and/or alleged violations or non-conformance of the Purvis property. Each side shall bear its own costs and attorney's fees.

2. Confidentiality. The Parties shall maintain the confidentiality of this Agreement until the stipulation of dismissal is filed with the Environmental Court.

3. General Releases. No later than November 15, 2016, Purvis shall exchange General Releases with Mr. and Ms. Cleary ("Cleary") in a form consistent with this Agreement and reasonably acceptable to counsel. The Releases shall cover all claims that were or could have been raised between the Parties for any reason, extending to any unknown, undiscovered, and undiscoverable claims, and all persons who in any way could make or be subjected to these claims, including affiliates, principals, members, employees, agents, subcontractors, officers, shareholders and insurers. Provided, however, that the Releases shall not affect claims arising after the date of this Agreement (including, without limitation, claims to enforce deeded rights that are not affected by this Agreement and claims to participate in future permitting proceedings related to either Party's property) which shall remain enforceable.

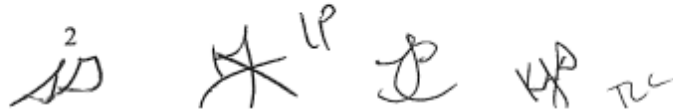
4. Relocation of Fence and Easement. Reference is made to "Plat of Survey of Lands of Luke B. Purvis 164 North Willard Street Burlington, Vermont," dated August 22, 2016, prepared by Harris Surveying &

 1

Land Dispute Evaluation, and attached as Exhibit 1 to this Agreement Exhibit 1 depicts an "easement area," a "Cleary stockade fence erected December 2015," and a "stockade fence location prior to Cleary purchase see Note 5." Cleary agrees to relocate a portion of the "Cleary stockade fence erected December 2015" in accordance with this paragraph. Starting at its eastern point, the fence post will be relocated to a point half way between its current placement and the eastern corner of the "stockade fence location prior to Cleary purchase see Note 5." Continuing to the west, the next four fence posts shall be relocated so that the fence is moved to the south to a new line to be drawn from the new point of beginning to the western corner of the "Cleary stockade fence erected December 2015. (The posts after the corner post and next four posts need not be moved, because the Parties acknowledge that moving these posts would not result in material movement of the fence for the purposes of this Agreement.) Prior to moving the fence, the Parties shall meet in the field, agree on the location of the new posts, and document their agreement on the new location. Cleary shall obtain any permit amendments required to comply with this paragraph, and Purvis shall not oppose such permits. The fence shall be moved no later than November 1, 2016. No later than November 15, 2016, The Parties shall exchange quit claim deeds confirming that the fence line established by this Agreement shall become the limit of the easement held by Purvis in the Cleary property, and that any easement interest south of the fence is extinguished. Purvis shall prepare the deeds and the related documentation to complete this transaction.

5. Other Agreements Related to Fence. Cleary shall maintain the stockade fence relocated under this Agreement, and such maintenance shall not constitute a trespass on the property of Purvis. Cleary shall limit their entry into the easement area north of the relocated fence for any purpose other than maintenance of the fence, and shall, if feasible, provide twenty-four hours' notice prior to entering such area for maintenance. Purvis shall return any children's toys or effects that travel over the fence onto the Purvis property. There shall not be a gate installed in this portion of the stockade fence. The Parties acknowledge that a lattice will be added to the top of the fence in accordance with City permits for the fence.

6. Quit Claim Deed for Dan's Court. The attached Exhibit 2 depicts a corridor between the eastern boundary of the Cleary property and the boundary of Dan's Court. Purvis asserts that Cleary lacks title to this

Handwritten signatures and initials. From left to right: a signature with a superscript '2', a signature with a superscript '1P', a signature, and the initials 'KAP' and 'TC'.

corridor. No later than November 15, 2016, Cleary shall convey by quitclaim to Purvis any interest in the corridor shown on Exhibit 2. Purvis shall prepare the deeds and the related documentation to complete this transaction. Cleary shall file an as-built plan with the City's zoning and planning department depicting the revised dimensions of the Cleary property.

7. Other Agreements Related to City Enforcement. There is a dispute between the City and Purvis concerning the compliance of the Purvis property with the City's zoning ordinances, including (without limitation) whether the Purvis property may lawfully be used as a three-unit residential structure and parking issues related to the property. The City agrees to stay enforcement of any claim related to the use of the property as a three-unit residence until June 30, 2017. There is an interim agreement related to parking on the property between the City and Purvis that is incorporated in this Agreement as Exhibit 3, and will continue in effect (unless earlier amended by agreement) to June 30, 2017. The City and Purvis will meet in another mediation no later than January 15, 2017, to attempt to resolve all disputes related to the compliance of the Purvis property with the City's zoning ordinance; Cleary will not be a party to this next mediation. The parties shall exchange mediation statements at least one week prior to the scheduled mediation.

8. Role of Mediator; Legal Counsel. Any participation by the mediator in the drafting of this agreement was in his capacity as mediator in recording mutually agreeable settlement terms, and does not constitute legal advice to any of the Parties. The Parties do NOT rely on the mediator for legal advice. All Parties were represented by counsel in the drafting of this Agreement, or voluntarily chose to proceed without counsel.

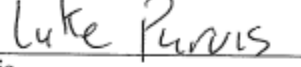
9. Miscellaneous. This Agreement represents a compromise to avoid litigation. By making this Agreement, no Party makes any admission concerning the strength or weakness of any claim. This Agreement is a comprehensive agreement; all prior understandings and discussions are merged into this Agreement. This Agreement may only be amended by a written instrument signed by all Parties. The Parties shall execute such additional documents as are reasonably requested to implement this Agreement. This Agreement shall be interpreted under the laws of the State of Vermont. The presumption against the drafter shall not apply to the

3   4P  TC 

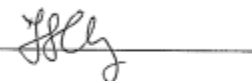
construction of this Agreement. Photocopies of this Agreement shall be as effective as the original. This Agreement shall be binding and enforceable against the successors, heirs and assigns of the Parties.

Dated at Colchester, Vermont, this 23rd day of August, 2016.

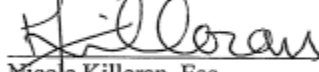

Agent for City of Burlington

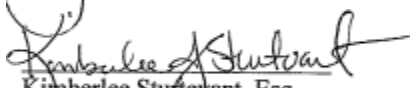

Luke Purvis

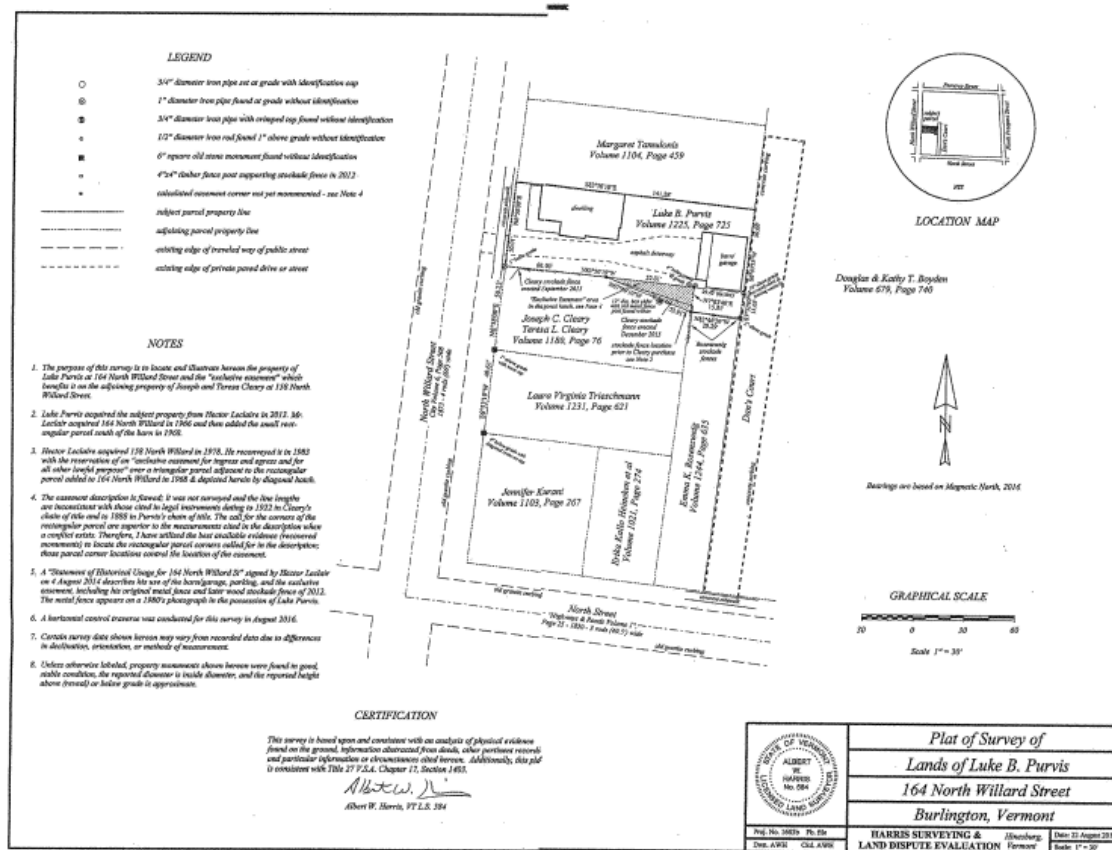

Joseph Cleary


Teresa Cleary

Approved as to form:


Nicole Killoran, Esq.
Counsel for Purvis


Kimberlee Sturtevant, Esq.
Counsel for City of Burlington



STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No. 45-5-15 Vtec

Purvis Nonconforming Use

ENTRY REGARDING MOTION

Count 1, Municipal DRB Other (45-4-15 Vtec)

Title: Motion to Continue Trial (Motion 3)
Filer: Luke Purvis
Attorney: Nicole A. Killoran
Filed Date: May 13, 2016

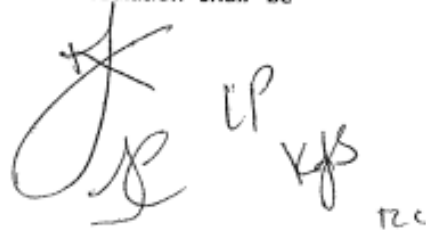
Response in Opposition filed on 05/20/2016 by Joseph and Teresa Cleary, Interested Persons.
Response filed on 05/23/2016 by Attorney Kimberlee J. Sturtevant for the City of Burlington.

The motion is GRANTED, With Conditions.

On May 18, 2016, this matter came on for a final pre-trial conference and hearing on Appellant Luke Purvis's motion to continue the trial. During the hearing, the parties advised the Court that they may be able to agree on conditions that would allow for the trial to be continued. The Court then directed the parties to complete their discussions, in private, about those possible conditions and report to the Court prior to close of business on Friday, May 20th, of what terms they wish to suggest and whether they have reached an agreement.

The parties have reported to the Court that they were unable to reach agreement on interim conditions by which Appellant Purvis's continuance motion could be granted. In reviewing the parties' various proposed conditions, it appears to the Court that the suggested conditions have many common points. Given that a continuance of the trial, now scheduled for June 7th, would be an accommodation for Appellant and against the general wishes of his neighbors, Joseph and Teresa Cleary, we hereby **GRANT** Appellant Purvis's continuance motion, subject to the following conditions:

1. The parties shall continue their settlement efforts while this matter is pending, including the use of an agreed-upon mediator, if the parties can agree upon the mediator to be used, payment, and the timing of when mediation shall be completed.

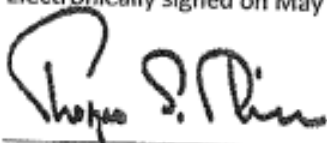


2. During this pre-trial period and while the parties' settlement efforts are on-going, Appellant Purvis shall only park vehicles on the paved driveway portion of his property. He shall refrain from using the easement area he currently enjoys to the south of his driveway.
3. During this pre-trial period and while the parties' settlement efforts are on-going, the City of Burlington shall defer its enforcement actions concerning the manner in which Mr. Purvis or his invitees have parked vehicles on his property or the easement area.
4. These terms represent interim, temporary measures that the Court hopes will maintain the status quo between the parties and minimize the opportunity for further conflict to develop. No party shall be prejudiced by these conditions, either at the de novo trial of this appeal or in any other action.
5. If the parties reach an impasse in their settlement discussions prior to trial, any party may request that the Court vacate this interim set of pre-trial conditions.

The trial currently scheduled for June 7, 2016 is hereby **CONTINUED** and will be rescheduled for trial sometime after September 1, 2016. The parties are hereby directed to advise the Court, in writing and **no later than Friday, July 1, 2016**, of their unavailable days for trial during the months of September and October, 2016. This matter has already exceeded, as of March 18, 2016, the anticipated deadline for timely disposition, per the Court's estimated disposition guidelines. The Court therefore wishes to advise the parties to expect that no further trial continuances will be granted.

So ordered.

Electronically signed on May 23, 2016 at Burlington, Vermont, pursuant to V.R.E.F. 7(d).



Thomas S. Durkin, Judge
Environmental Division

Notifications:

Nicole A. Killoran (ERN 5727), Attorney for Appellant Luke Purvis
Kimberlee J. Sturtevant (ERN 4778), Attorney for Interested Person City of Burlington
Interested Persons Joseph and Teresa Cleary

**END 2016 Settlement Agreement and Stipulated Order which included initialed
2016 Harris Boundary Survey**

[REDACTED]

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No. 45-5-15 Vtec

Purvis Nonconforming Use

ENTRY REGARDING MOTION

Count 1, Municipal DRB Other (45-4-15 Vtec)

Title: Motion for Relief from Stipulated Order (Motion 6)

Filer: Luke Purvis

Attorney: Hans G. Huessy

Filed Date: March 9, 2018

Response in Opposition filed on 03/30/2018 by Attorney Kimberlee J. Sturtevant for the City of Burlington

Response in Opposition filed on 04/01/2018 by Joseph Cleary, Interested Person

Reply in Support filed on 04/09/2018 by Attorney Hans G. Huessy for Appellant Luke Purvis

Response to Reply filed on 05/02/2018 by Joseph Cleary, Interested Person

Supplemental Response filed on 06/04/2018 by Attorney Kimberlee J. Sturtevant for the City of Burlington

Supplemental Reply filed on 06/04/2018 by Attorney Hans G. Huessy for Appellant Luke Purvis

Supplemental Response filed on 06/04/2018 by Joseph Cleary, Interested Person

Supplemental Response filed on 06/06/2018 by Joseph Cleary, Interested Person

Reply to Supplemental Response filed on 06/08/2018 by Attorney Hans G. Huessy for Appellant Luke Purvis

Response to Reply filed on 06/12/2018 by Joseph Cleary, Interested Person

Response to Reply filed on 06/15/2018 by Attorney Kimberlee J. Sturtevant for the City of Burlington

Title: Motion for Relief from Settlement Agreement (Motion 8)

Filer: Luke Purvis

Attorney: Hans G. Huessy

Filed Date: April 20, 2018

Response in Opposition filed on 05/07/2018 by Joseph Cleary, Interested Person

Supplemental Response filed on 06/04/2018 by Attorney Kimberlee J. Sturtevant for the City of Burlington

Supplemental Response filed on 06/04/2018 by Attorney Hans G. Huessy for Appellant Luke Purvis

Supplemental Response filed on 06/04/2018 by Joseph Cleary, Interested Person

Supplemental Response filed on 06/06/2018 by Joseph Cleary, Interested Person

Reply to Supplemental Response filed on 06/08/2018 by Attorney Hans G. Huessy for Appellant Luke Purvis

Response to Reply filed on 06/12/2018 by Joseph Cleary, Interested Person

Response to Reply filed on 06/15/2018 by Attorney Kimberlee J. Sturtevant for Interested Person City of Burlington

The motions are DENIED.

The present appeal is of a determination made by the City of Burlington Development Review Board ("DRB") concerning Appellant Luke Purvis' parking area behind his residence located at 164 North Willard Street in the City of Burlington ("City"). The motions presently before the Court are Appellant's motions for relief from the parties' August 23, 2016 settlement agreement ("Settlement Agreement"), entered into by Appellant, the City, and Interested Persons Joseph and Teresa Cleary, and the Court's September 26, 2016 stipulated order ("Stipulated Order"), which incorporated that Agreement.

Background

We find it helpful to begin our analysis with a brief procedural history of this appeal. The present matter was filed on May 1, 2015. After the Court denied Appellant's partial motion for summary judgment on January 27, 2016, the matter was then set for trial on June 7, 2016. Appellant then moved to continue the trial, which was opposed by the Cleary's. The Court granted the motion and continued trial until September 27, 2016.

On August 23, 2016, the parties entered into the Settlement Agreement. The Settlement Agreement addressed the DRB determination presently on appeal as well as other underlying property issues. Importantly for the pending motion, the Settlement Agreement included Paragraph 7. Paragraph 7 stated that the City and Appellant would meet for further mediation related to other possible zoning issues at the property, no later than January 15, 2017. The Cleary's were not to be parties to that mediation. The City and Appellant did not conduct further mediation by this date.

On September 26, 2016, the Court approved and filed the Stipulated Order, which incorporated the Settlement Agreement. As a result of this Order, the matter was dismissed without prejudice. The Stipulated Order stated that the parties were to have until August 1, 2017 to file a motion to re-open the matter, or a motion to extend the period for filing such a motion ("the August deadline"). No party filed either such motion before the August deadline.

ZAP-25-4 Denial to Extend ZP-21-275 Development Review Board Submission 15 July 2025 Melanie Jannery Margaret Tamulonis of 172 North Willard Street, Burlington, VT

Discussion

We turn now to Appellant's present motions. Appellant moves for relief from the Stipulated Order pursuant to Rule 60(b)(6). He additionally moves for relief from the Settlement Agreement.

I. The Settlement Agreement and the relevant standard of review for Appellant's pending motion.

We begin with a threshold procedural question. In his June 8, 2018 filings, Appellant appears to assert that this Court lacks jurisdiction to enforce or negate the Settlement Agreement because the agreement both addresses an underlying private property dispute and that the enforcement of the agreement is a matter of contract law, both of which are outside the scope of this Court's jurisdiction. Therefore, he asserts that any attempt to enforce the agreement would have to be filed in the Vermont Superior Court, Civil Division in Chittenden County. For the reasons detailed below, we decline to adopt Appellant's reasoning.

Trial courts have the authority to enforce the terms of a settlement agreement that has been incorporated into a Court Order. *In re Ferro & Pomeroy Demo/Const. Permit*, No. 197-10-09 Vtec, slip op. at 2 (Vt. Super. Ct. Envtl. Div. Nov. 22, 2011) (Durkin, J.) (citing *Petition of Telesystems Corp.*, 148 Vt. 411, 413 (1987); see also *Brady v. Cu York Ins. Co.*, No. S1223-02 CnC (Vt. Super. Ct. Jun. 27, 2005) (Norton, J.) (noting that "Vermont law . . . requires that such enforcement occur only after the court approves of the terms of a settlement agreement and enters an appropriate judgment order based on the agreement.") *aff'd and rem'd*, No. 2005-323, 2006 WL 5866264 (Vt. Sup. Ct. Mar. 1, 2006). Here, it is undisputed that the parties entered into a binding settlement agreement that was thereafter incorporated into a stipulated order in the underlying action. As such, we conclude we have the authority to review the Settlement Agreement.

Appellant next asserts that the standard of review in seeking relief from the Settlement Agreement is different from the Rule 60(b) standard applied when seeking relief from a final court order.¹ Appellant is mistaken in this assertion. V.R.C.P. 60(b) is the appropriate method for a party to seek relief from a stipulated settlement agreement that is incorporated into a final judgment. *Kellner v. Kellner*, 2004 VT 1, ¶ 6, 8, 176 Vt. 571 (citing *Johnston v. Wilkins*, 2003 VT 56, ¶ 8, 175 Vt. 567).

The Court therefore applies the V.R.C.P. 60(b) standard to both motions presently before the Court. We address each motion in turn.

II. Analysis of the pending motions.

V.R.C.P. 60(b) allows the Court to grant relief from a final judgment or order upon motion and "upon such terms as are just," for reasons of:

- (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence . . . ; (3) fraud . . . , misrepresentation, or other misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, . . . or it is

¹ We note that Appellant provides no alternative standard of review.

no longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment.

V.R.C.P. 60(b). Motions must be filed within a reasonable time, and the Court has discretion in determining whether the delay was reasonable. Greenmoss Builders, Inc. v. Dun & Bradstreet, Inc., 149 Vt. 365, 368—69 (1988) (citing V.R.C.P. 60(b)).

Motions pursuant to subsections (1), (2), and (3) must be made within one year after the order was entered or taken. V.R.C.P. 60(b). We note that, to the extent Appellant asserts that Rule 60(b)(2) or (3) applies to his motion for relief from the Settlement Agreement, due to the newly discovered evidence and the alleged negligence by the City, such motions are untimely. The parties entered into the Settlement Agreement in August 2016 and the Court issued the Stipulated Order in September 2016. Therefore, Appellant's April 20, 2018 motion is untimely, and the Court will consider Appellant's motion pursuant to Rule 60(b)(6) alone.

Although the grounds for relief are broadly stated and Rule 60(b) must be interpreted liberally to prevent hardship or injustice, "the interests of finality necessarily limit when relief is available." Riehle v. Tudhope, 171 Vt. 626, 627 (2000) (citing Tudhope v. Riehle, 167 Vt. 174, 178 (1997)); see also Sandgate School Dist. v. Cate, 2005 VT 88, ¶ 7, 178 Vt. 625 (mem.) (quoting Estate of Emilo v. St. Pierre, 146 Vt. 421, 423-24 (1985)). Only extraordinary circumstances will justify a party's failure to seek more timely relief, and it is the moving party's burden to make a showing of "extraordinary circumstances" that countervail the interests of finality. See Riehle, 171 Vt. at 630; McCleery v. Wally's World, Inc., 2007 VT 140, ¶¶ 10—11, 183 Vt. 549. Finally, we note that Rule 60(b)(6) cannot be relied upon to "substitute a timely appeal or provide relief from an ill-advised tactical decision or from some other free, calculated, and deliberate choice of action." Riehle, 171 Vt. at 627 (citations omitted).

We first address Appellant's motion for relief from the Stipulated Order, considering whether there is "any other reasons justifying relief from the operation of the judgement" under V.R.C.P. 60(b)(6). Appellant asserts that the City implicitly waived the August deadline. As such, any enforcement of the deadline against him would result in him losing the right to use the parking area at issue "without a trial," resulting in a hardship for Appellant.

Appellant and counsel were well aware of the August deadline. Appellant's counsel's last communication to the City before the deadline occurred on July 25, 2017. The City did not respond until the morning of the deadline. While we have been provided with some evidence that the parties continued to discuss the potential for mediation after the deadline, we have been provided with no justification or explanation as to why, when it became abundantly clear to Appellant that mediation with the City would not occur before August 1, he did not file a motion to re-open or to extend the time to file such an extension request, as contemplated by the Stipulated Order. Appellant then waited over seven months after the August deadline expired to file the present motion.

Appellant's motion was filed approximately a year and a half after the Court entered the Stipulated Order. Further, Appellant's motion was filed over seven months after the August deadline expired. For these reasons, we conclude that the Appellant's motion was not filed

within a reasonable time.² Further, we conclude that the decision not to file a motion as contemplated by the Stipulated Order prior to the deadline constitutes a tactical decision which does not afford Appellant relief under Rule 60(b)(6).

We next evaluate the Appellant's motion for relief from the Settlement Agreement under the Rule 60(b)(6) standard. Appellant asserts that he is entitled to relief from the Settlement Agreement because of an alleged conflict of interest of his prior counsel when the Settlement Agreement was entered into, a conflict which we note he was aware of prior to the initial settlement mediation.³ We also note that Appellant provides no evidence that the conflict effected the Settlement Agreement in any way. Instead, Appellant asserts that he is dissatisfied with the agreement and entered it upon the advice of his former counsel.

The parties entered into the Settlement Agreement on August 22, 2016. On August 29, 2016, former counsel filed a motion to withdraw from this matter which the Court granted on August 31, 2016. Appellant then hired current counsel. Current counsel drafted the Stipulated Order, incorporating the Settlement Agreement, which was filed with the Court on September 23, 2016. The Court then issued the Stipulated Order on September 26, 2016.

Appellant's motion for relief from the Settlement Agreement was filed over 19 months after the agreement was entered into, and approximately 18 months after the Court adopted it in our Stipulated Order. Appellant has asserted that at the time he entered into the agreement, he viewed the agreement as "bad." Yet he did not seek relief from the agreement when he retained current counsel, and instead counsel incorporated that agreement into the Order. On the facts presented, we cannot discern how the possible conflict raised by his former attorney unduly caused Appellant to enter into the Agreement at the time of signing. We note that Appellant's current position that he is unhappy with the consequences that have flowed from the Agreement are not grounds for this Court to reach back in time and void his decision to voluntarily resolve this litigation.

The above timeline also shows that Appellant unduly delayed seeking relief from the Agreement. In light of these facts, the Court concludes that the present motion for relief from the Settlement Agreement were not made within a reasonable time. Further, the failure to seek

² We further note that both the City and the Clearys assert that they will be prejudiced should the Court grant the motion. The City asserts that they will be forced to continue to pursue a case that was dismissed. The Clearys assert that the mediation between the City and Appellant was not to include them. Therefore, they assert that, should the Court grant the present motion their rights and obligations as set forth within the Stipulated Order, and the Settlement Agreement incorporated therein, will be put at risk through no fault of their own.

³ Appellant asserts that former counsel represented him at the initial settlement mediation, helped negotiate the settlement, and urged him to accept its terms. He asserts that, prior to this mediation, former counsel informed him that she had a conflict with regards to a potential zoning issue at the property that was not a part of the present appeal because the law firm had represented Appellant in the property's purchase and were agents of the title company that had issued the property's title insurance policy.

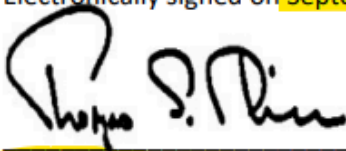
Appellant asserts that, because he voiced concern with the parking area at issue in this appeal prior to closing on his purchase of the property, former counsel was effectively conflicted in the pending action prior to the mediation.

timely relief as contemplated by the Stipulated Order was a tactical decision that does not give rise to Rule 60(b) relief.

For these reasons, we conclude that both of Appellant's pending motions are untimely. We further conclude that Appellant's motions seek relief from his ill-fated tactical decisions and do not warrant relief under Rule 60(b). Therefore, we **DENY** Appellant's motion for relief from the Stipulated Order and we **DENY** Appellant's motion for relief from the Settlement Agreement.

So Ordered.

Electronically signed on September 25, 2018 at Burlington, Vermont, pursuant to V.R.E.F. 7(d).



Thomas S. Durkin, Superior Judge
Environmental Division

Notifications:

Kimberlee J. Sturtevant (ERN 4778), Attorney for the City of Burlington

Interested Persons Joseph and Teresa Cleary

Hans G. Huessy (ERN 1813), Attorney for Appellant Luke Purvis

Christina A. Jensen (ERN 1291), Attorney for Hector Leclair (FYI purposes only)

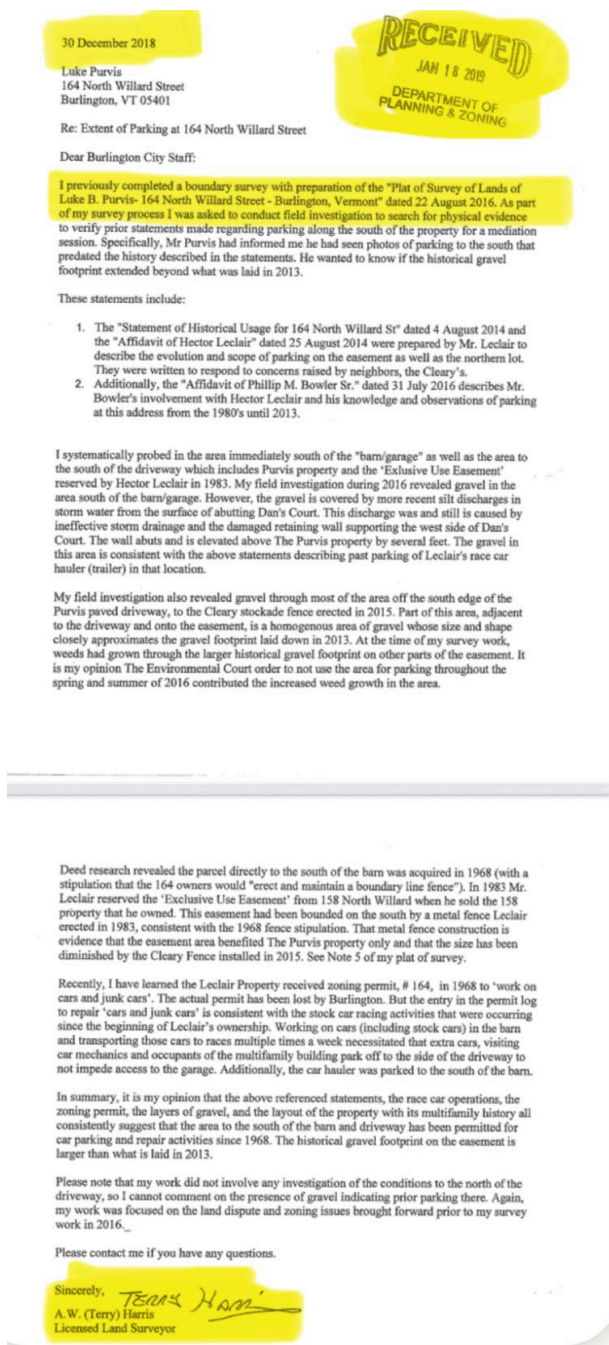
Supreme Court 2019 VT 60 Affirms Settlement Agreement and related Stipulated Order that contain 2019 Harris Boundary Survey

Thu Aug 27 20:36:56 2020

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2 documents filed by Attorney Hans G. Huessy for party 1: AA's Response to 6/4 filing by City/INP; Cert Service.
06/11/18 Atty Sturtevant phones Court -will be filing a reply on Wednesday in this matter.
06/12/18 Party 4-5 filed response to MPR 6,8.
06/15/18 Party 3 filed response to MPR 6,8.
09/25/18 Entry order re MPR's 6-8: 6) Motion for Relief from Stipulated Order; 7) Motion for Enlargement of Time; 8) Motion for Relief from Settlement Agreement M/Reaction Form denied by Judge Thomas S. Durkin. See Order.
EO e-mailed to ptys. Case Closed.
09/30/18 E-MAIL CLEARY: JOETREE@BURLINGTONTELECOM. NET.
10/03/18 MPR 9) Motion to Reconsider, Alter or Amend filed by Appellant Luke Purvis. Motion to Reconsider, Alter or Amend waiting for Memo in Opposition. Case Status: Disposed - Post Judgment.
10/19/18 Party 4-5 filed response to MPR 9.
2 documents filed for parties 4-5: Response to M Recon/Alter/Amend; Cert Service.
10/22/18 Party 3 filed response to MPR 9.
10/23/18 MPR status changed to advise, MPR 9. Case Status: Disposed - Post Judgment U/A.
01/15/19 Entry order re MPR 9) Motion to Reconsider, Alter or Amend M/Reaction Form denied by Judge Thomas S. Durkin. Based on the foregoing, we decline to amend our September 25, 2018 Entry order and conclude that Mr. Purvis motion to reconsider must be DENIED. SEE ORDER.
02/04/19 4 documents filed by Attorney Hans G. Huessy for party 1: Notice of Appeal; EO 09/25/18 and 01/15/19; Check 15973; Cert Service. Case Status: Disposed - Appeal Pending.
02/05/19 FILE TAKEN TO THE SUPREME COURT.
02/08/19 SUPREME COURT DKT NO. 2019-051 ASSIGNED.
08/30/19 SUPREME COURT AFFIRMED. Case Closed.
10/09/19 Case closed Supreme Court.
12/18/19 FILE & SUPREME COURT FILE RETURNED.

Albert Harris 30 December 2019 Letter states: **"I previously completed a boundary survey with preparation of the 'Plat of Survey of Lands of Luke B. Purvis - 164 North Willard Street - Burlington, Vermont' dated 22 August 2016..."** Submitted to Department of Planning and Zoning with Received Stamp 18 January 2019 and to legal proceedings further documenting appellant's use of and reliance on the 2016 Harris Boundary Survey



Appellant's October 1, 2024 Development Review Board written testimony states "...**The 164 North Wilard original dwelling became non-conforming by the subdivision because its foundation sits either on or adjacent to a lot line.** At the time of the subdivision, an easement was recorded in both deeds to allow 164 North Willard perpetual permission to maintain the northern side of the dwelling..."

164_North_Willard_St._Appeal_(... Done

cases. This appeal includes matters originating in CDO 12.2.4, Exclusivity of Remedy. This appeal is about dissimilar processing therefore treatments of neighbor complaints. Due to the three complaints progressing along different timelines, decisions are being issued before the underlying dispute is addressed, thereby giving rise to more ongoing disputes and appeals.

This Board needs to adjudicate whether ZCPT-24-2 is properly included in this appeal. This is where change in the handling of the boundary originates. It is Appellant' position that ZCPT-24-2 has been improperly excluded. Additionally, there are two instances of the City's failure to Act under appeal here today. These matters represent appealable circumstances under CDO 12.2.4 but their inclusion is also endangered by Zoning Managers decision to exclude them without notice to Appellants.

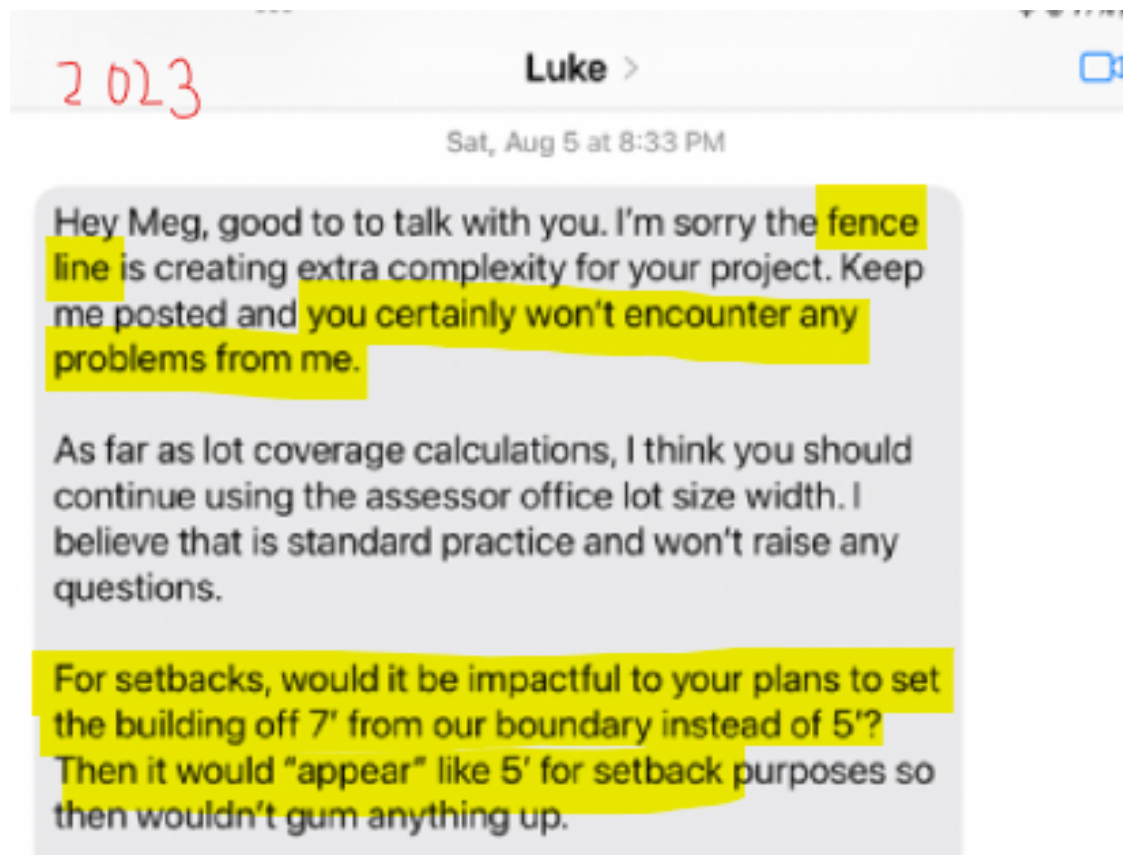
In one case the decision below was based upon a determination of property ownership which is disputed. The Zoning Division Manager does not have the jurisdiction or authority to determine property ownership. I ask the board to overturn individual decisions that are mistaken, while remanding other matters until the City is provided with valid determination of title from a Court.

History/Background of the Properties Involved:

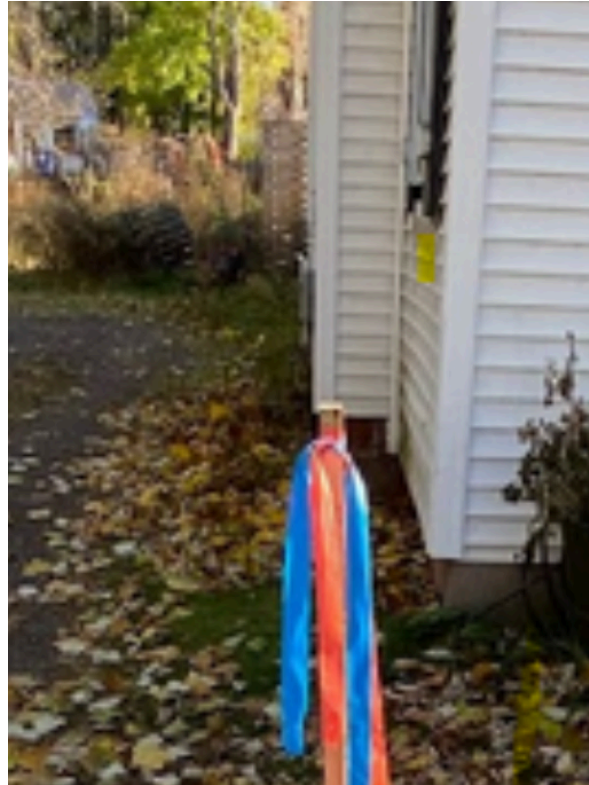
164 North Willard Street was built in 1884, about 60 years before zoning began on a double lot. In 1949, the lot was subdivided, creating 172 North Willard, making two properties from one for two brothers returning from the War. Both 164 and 172 North Willard exist on a block that the Plan BTV upzoning documented as containing the highest rates of inherent non-conformity in Burlington. The 164 North Wilard original dwelling became non-conforming by the subdivision because its foundation sits either on or adjacent to a lot line. At the time of the subdivision, an easement was recorded in both deeds to allow 164 North Willard perpetual permission to maintain the northern side of the dwelling. In 2013, Appellants, became the third family who has owned 164 North Willard. The current owner of 172 North Willard has owned her property since 2002.

**Communication from Appellant prior to Previous Zoning Permit Approved
Proposed Installation of Building 5 feet from Property Boundary with 164 North
Willard Street without issue**

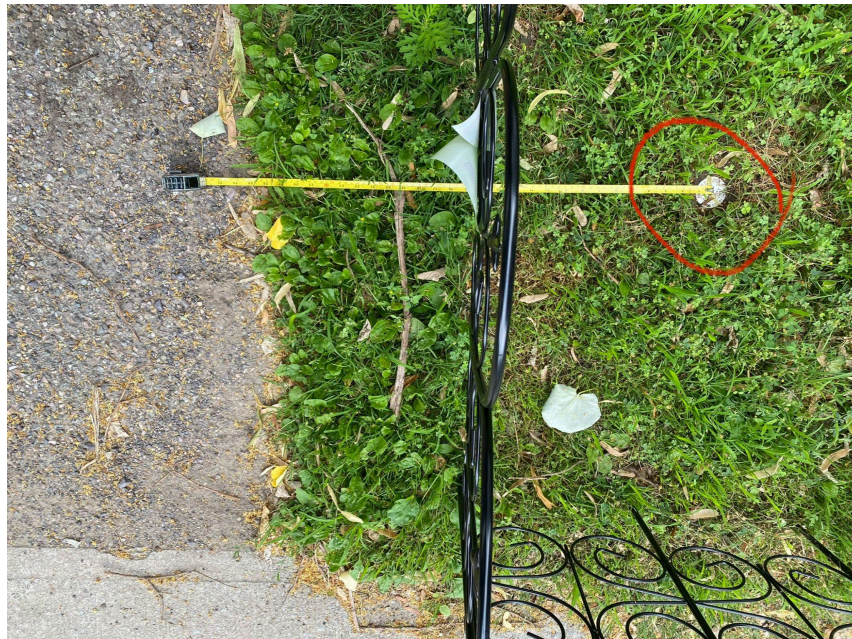
Prior to ZP-23-53 "Proposed Installation of a Shed" we received Communication from Appellant about okay to install building in 2023 simply honoring the 5' setback from boundary line with no concern of the No Building Deed Restriction and ZP-23-53 was approved without issue and permit released December 8, 2023.. During the process we moved the location, holding true to the required 5' setback and building height limit, with permission from the City due to various factors, including the slope of our property. Appellant's first complaint of that permitted work happened much after the permit closed and was related to the gravel in the setback related to one of the Unfounded complaints from our October 1, 2025 Development Review Board Hearing.



Front survey pin post flagged by our surveyor in 2023. Please note this aligns with the foundation of 164 North Willard and note Purvis's new fence at back end of his house protrudes well beyond this).



Our survey pin flagged post has since been removed by the neighbor and a sharp metal trip hazard installed on our property by him. **The attempted expansion of Appellant Luke Purvis's frontage by 2.5 feet in 2025 would put his property line on our driveway's asphalt.**



City Staff Deferral Memo for ZAP-25-4 (also references ZAP-25-2)

Department of Permitting & Inspections

Zoning Division
645 Pine Street
Burlington, VT 05401
Telephone: (802) 865-7188

*William Ward, Director
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Garret King, Associate Planner
Joseph Cava, Permit Technician
Collin Miller, Code Compliance Officer
Vacant, DPI Administrator*



TO: Development Review Board
FROM: Scott Gustin
DATE: July 15, 2025
RE: ZAP-25-4; 164 North Willard Street

The appellant has requested deferral of this appeal until the second meeting in August, 2025 (August 19). The appellant has also requested that this appeal be heard by the DRB concurrently with his other appeal of his neighbor's access ramp permit (ZAP-25-2). The appellant rejected several hearing dates for ZAP-25-2 (May 6, June 3, July 1, 2025). Any further deferral is not warranted, and a hearing date was set for July 15, 2025 for both appeals. Staff opposes further delay of the appeal hearings. It is the DRB's decision to hold the hearing as scheduled or to defer it further.