

Burlington Development Review Board

149 Church Street, City Hall
Burlington, VT 05401

www.burlingtonvt.gov/pz/DRB

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Vacant, (Alternate)



BURLINGTON DEVELOPMENT REVIEW BOARD Tuesday April 3rd, 2018, 5:00 PM PUBLIC HEARING NOTICE

The Burlington Development Review Board will hold a meeting on
Tuesday April 3rd, 2018 at 5:00pm in Contois Auditorium, City Hall.

- 1. 18-0641CA/CU; 206 East Ave (RL, Ward 1E) 206 East Avenue LLC**
Conditional use review for the addition of a third residential unit to a two-unit structure, pursuant to CDO 4.4.5 (d) 5.A.
- 2. 18-0692BA; 46 Cross Parkway (RL, Ward 4N) Ronald Koss and Carley Claghorn**
Appeal of administrative denial to add a bathroom within the existing garage.

Plans may be viewed in the Planning and Zoning Office, (City Hall, 149 Church Street, Burlington), 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 Planning and 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/pz/drdb/agendas or the office notice board, one week before the hearing for the order in which items will be heard.

The programs and services of the City of Burlington are accessible to people with disabilities. Individuals who require special arrangements to participate are encouraged to contact the Department of Planning & Zoning at least 72 hours in advance so that proper accommodations can be arranged. For information call 865-7188 (TTY users: 865-7142).
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BURLINGTON DEVELOPMENT REVIEW BOARD Tuesday April 3rd, 2018, 5:00 PM Contois Auditorium, City Hall, 149 Church St, Burlington, VT AGENDA

I. Agenda

II. Communications

III. Minutes

IV. Consent

- 1. 18-0703CA; Rock Point Rd (RCO, Ward 4N) Episcopal Diocese Of Vermont**
Construct single family home and storage structure
(Project Manager: Scott Gustin)
- 2. 18-0718CA; 176 North Winooski Ave (NMU, 2C) Arthur Chukhman and Sarah Wittman**
Third unit building addition to existing duplex.
(Property manager: Ryan Morrison)
- 3. 18-0700CA; 140 North Willard St (RL, 1E) John Magnant**
Remove one story north addition and replace with two story. Requesting approval of vertical expansion within required setback.
(Project Manager: Mary O'Neil)

V. Public Hearing

- 1. 18-0641CA/CU; 206 East Ave (RL, Ward 1E) 206 East Avenue LLC**
Conditional use approval for the addition of a third residential unit to a two-unit structure, pursuant to CDO 4.4.5 (d) 5.A.
(Project Manager: Mary O'Neil)
- 2. 18-0556DT; 21 Peru St (RH, Ward 3C) BPJS Management LLC**
Appeal of affirmative finding regarding determination request of preexisting nonconforming use of dwelling for more than 4 unrelated adult occupants.
(Project Manager: Scott Gustin)
- 3. 18-0692BA; 46 Cross Parkway (RL, Ward 4N) Ronald Koss and Carley Claghorn**
Appeal of administrative denial to add a bathroom within the existing garage.
(Project Manager: Ryan Morrison)

VI. Adjournment

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Department of Planning and Zoning

149 Church Street

Burlington, VT 05401

<http://www.burlingtonvt.gov/PZ/>

Telephone: (802) 865-7188

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David E. White, AICP, Director
Meagan Tuttle, AICP, Comprehensive Planner
Jay Appleton, Senior GIS/IT Programmer/Analyst
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Ryan Morrison, Associate Planner
Layne Darfler, Planning Technician
Anita Wade, Zoning Clerk



MEMORANDUM

To: Development Review Board
From: Mary O'Neil, AICP, Principal Planner
Date: April 3, 2018
RE: ZP18-0700CA; 140 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.

Project: ZP18-0700CA
Address: 140 North Willard Street
Zone: RL **Ward:** 1E
Date application accepted: February 21, 2018
Applicant/ Owner: John Magnant
Request: Remove one story north addition on existing single family house, replace with two story addition; new siding, windows, roof, doors.



Background:

- **Zoning Permit 81-745;** remove existing stairs to basement and construct new ones beside existing ones. (No site plan, no coverage calculation provided.) Same owner. October 1981.
- The house is NOT listed on the state or National Register of Historic Resources, and there are no Historic Surveys that include this building.

Overview: 140 North Willard Street is a single family home with an existing one story north addition within a required (side yard) setback. The applicant requests replacement of that addition with two stories. Vertical expansion within a required setback may be considered by the DRB per Section 5.3.5 (a).

Recommendation: Consent approval, per the following findings and conditions:

I. Findings

The programs and services of the City of Burlington are accessible to people with disabilities. For accessibility information call 865-7188 (for TTY users 865-7142).

Article 2: Administrative Mechanisms

Section 2.7.8 Withhold Permit

Per this standard, the applicant is required to remedy all violations and close out all zoning permits issued after July 13, 1989 prior to issuance of a Certificate of Occupancy for this permit. See attached list for guidance on open permits/violations. **Affirmative finding as conditioned.**

Article 3 Applications, Permits and Project Reviews

Section 3.4.2 Applicability

(b) Design Review

2. Any development subject to the provisions of Article 5, Part 3 – Non-conformities.

7. Any development made subject to the provisions of the Part by direct reference not otherwise noted here.

See **Section 5.2.1, Existing Small Lots; Section 5.3.5 Nonconformities (a), Changes and Modifications;** and **Article 6, Development Review Standards.**

Article 4: Zoning Maps and Districts

Section 4.4.5 Residential Districts

Table 4.4.5-3 Residential District Dimensional Standards

RL Zoning District	Max Lot Coverage 35%	Setbacks			Max Height 35'
		Front Average of 2 adjacent lots on both sides +/- 5'.	Side 10% of lot width or average of side yard setback of 2 adjacent lots on both sides	Rear 25% of lot depth but not less than 20'.	
140 North Willard Street	Existing (with unpermitted patio and shed) 58% Proposed: 58% Removal of patio and shed: 49.28%	No change.	10" existing. 18" proposed. (Setback by averaging adjacent lots = 33".)	No change	No change.

The addition does not increase the lot coverage, but the patio and deck have been added without benefit of a zoning permit; encroach into required setbacks and increase the level of non-conformity relative to lot coverage. Their removal is a condition of this permit.

Affirmative finding as conditioned.

Section 4.4.5 (d) District Specific Regulations:

1. Setbacks

A. Encroachment for Residential Driveways

The pre-existing driveway encroaches into a required setback, and may remain. **Affirmative finding.**

B. Encroachment into the Waterfront Setback

Not applicable.

2. Height

No change.

3. Lot Coverage

A. Exceptions for Accessory Residential Features

In the RL, RL-W, RM and RM-W districts, an additional ten per cent of lot coverage above the otherwise applicable limit may be permitted for the following amenity features accessory to residential uses provided that such features shall at no time be enclosed or be used for parking:

- i. Decks*
- ii. Patios*
- iii. Porches*
- iv. Terraces*
- v. Tennis or other outdoor game courts*
- vi. Swimming pools and swimming pool aprons*
- vii. Walkways*
- viii. Window wells, and/or*
- ix. Pervious pavement designed and maintained to infiltrate the 1 year / 24-hour storm event onsite, subject to review and approval by the Stormwater Administrator.*

The submitted site plan demonstrates existing coverage (inclusive of the patio and shed) at 58%; far in excess of the 35% base lot coverage limitation and the bonus provision allowance of 45%. The removal of both patio and shed will return the small lot to a less non-conforming lot coverage of 49.28%. **Affirmative finding as conditioned.**

4. Accessory Residential Structures and Uses

A. Accessory Structures shall meet the dimensional requirements set forth in the district in which they are located pursuant to Section 4.4.5 (b) of this Article and related requirements in Article 5, Part 2.

The shed and patio have not been installed with the benefit of a zoning permit and are situated within a required rear and side yard setback. They also increase the level of non-conformity relative to lot coverage. Their removal is a condition of approval.

Affirmative finding as conditioned.

5. Residential density

A. Additional Unit to Multi-Family

Not applicable.

B. Additions to Existing Residential Structures.

No request for an addition to an existing structure shall be considered or imply approval of an additional unit, unless requested specifically on the zoning permit application form.

No change proposed. The property will remain a single family dwelling. **Affirmative finding as conditioned.**

C. Residential Occupancy Limits

In all residential districts, the occupancy of any dwelling unit is limited to members of a family as defined in Article 13.

Not more than 4 unrelated adults may occupy the dwelling unit. **Affirmative finding as conditioned.**

6. Uses

No change proposed. **Affirmative finding as conditioned.**

7. Residential Development Bonuses

No bonuses are sought. Not applicable.

Article 5: Citywide General Regulations

Section 5.2.1 Existing Small Lots.

A permit for any development shall require a certificate of appropriateness pursuant to the design review provisions of Article 3 and the development standards of Article 6.

With lot dimensions of 40' x 77' and area of 3,080 sf, 140 North Willard Street is an existing, developed small lot.

See Articles 3, 5 and 6.

Section 5.2.2 Required Frontage or Access

The lot is non-conforming to frontage per Article 4, Table 4.5.5-1. (In RL zoning district, minimum 60' frontage. 140 North Willard Street has 40' frontage.) See Non-conformities, Section 5.3.5.

Section 5.2.3 Lot Coverage Requirements

See Table 4.4.5-3, above. **Affirmative finding as conditioned.**

Section 5.2.4 Buildable Area Calculation

Not applicable.

Section 5.2.5 Setbacks

See Table 4.4.5-3. Required setback on the north has been calculated utilizing the method provided in Section 5.2.5 (a) 2. **Affirmative finding as conditioned.**

Section 5.2.6 Building Height Limits

See Table 4.4.5-3. **Affirmative finding.**

Section 5.2.7 Density and Intensity of Development Calculations

At .07 acres, the lot cannot accommodate any additional residential units. (See Table 4.4.5-2, Base Residential Density, RL Zone.) The property remains a single family home. **Affirmative finding as conditioned.**

Part 3: Non Conformities

Section 5.3.5 Non Conforming Structures

(a) Changes and Modifications.

Any change or modification to a nonconforming structure, other than to full conformity under this Ordinance, shall only be allowed subject to the following:

- 1. Such a change or modification may reduce the degree of nonconformity and shall not increase the nonconformity except as provided below.*

140 North Willard is non-conforming to setbacks; that is, the required north setback as averaged from neighboring properties is calculated at 33". The existing setback on the north is approx. 10". The applicant proposes demolition of the north, single story addition and replacement with a two story addition 18" from the property line; less non-conforming than the existing conditions. The proposed vertical expansion (adding a 2nd story) is at the discretion of the DRB, see below.

*Within the residential districts, and subject to Development Review Board approval, **existing nonconforming single family homes** and community centers (existing enclosed spaces only) that project into side and/or rear yard setbacks may be vertically expanded so long as the expansion does not encroach further into the setback than the existing structure.*

The location of the proposed expansion is an existing enclosed space. The proposed vertical expansion does not further encroach into the setback.

Such expansion shall be of the existing nonconformity (i.e. setback) and shall:

- i) Be subject to conformance with all other dimensional requirements (i.e. height, lot coverage, density and intensity of development);*

See Section 4.4.5, above.

- ii) Not have an undue adverse impact on adjoining properties or any public interest that would be protected by maintaining the existing setbacks;*

Residential structures in the immediate area demonstrate close proximity to property lines.

and,

- iii) Be compatible with the character and scale of surrounding structures.*

- 2. Such a change or modification shall not create any new nonconformity;*

No new non-conformity is introduced.

and,

- 3. Such a change or modification shall be subject to review and approval under the Design Review provisions of Article 3, Part 4.*

Article 3, Part 4 makes reference to Article 6, Development Review Standards (below.)

- 4. When any portion of a nonconforming structure has been made conforming, it shall not be made nonconforming again except as provided for historic building features pursuant to Section 5.2.6 (b) (3).*

The application does not propose alteration that returns the site to conformity. The conditions, as proposed, will lessen the level of non-conformity relative to lot coverage.

Affirmative finding as conditioned.

Sec. 5.4.8 Historic Buildings and Sites

The house is not listed on the state or National Register of Historic Resources, nor is it included in any Historic Survey. 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

(a) Protection of Important Natural Features:

The application to rebuilt and vertically expand an existing northerly addition will have no impact on natural features of the site. **Affirmative finding.**

(b) Topographical Alterations:

No change proposed. **Affirmative finding.**

(c) Protection of Important Public Views:

There are no protected public views from this site. **Affirmative finding.**

(d) Protection of Important Cultural Resources:

The structure is not listed on the state or National Register of Historic Resources; nor is it included in any Historic Sites and Structures Survey. Not applicable.

(e) Supporting the Use of Renewable Energy Resources:

No part of this application precludes the use of wind, water, solar, geothermal, or other renewable energy resources. **Affirmative finding.**

(f) Brownfield Sites:

The parcel is not listed on the Department of Environmental conservation's Brownfield website. Not applicable.

(g) Provide for nature's events:

Special attention shall be accorded to stormwater runoff so that neighboring properties and/or the public stormwater drainage system are not adversely affected. All development and site disturbance shall follow applicable city and state erosion and stormwater management guidelines in accordance with the requirements of Art 5, Sec 5.5.3.

The area of disturbance does not exceed the 400 sq. ft. minimum so as to warrant an Erosion Prevention and Sediment Control Plan.

Design features which address the effects of rain, snow, and ice at building entrances, and to provisions for snow and ice removal or storage from circulation areas shall also be incorporated.

Building entries will remain as existing; the westerly (front) door, and the southerly (driveway side) door through a storage room to the interior. If the front entry canopy is retained, both will provide a modicum of shelter for residents and guests.

No change is proposed to the existing one-car driveway. **Affirmative finding as conditioned.**

(h) Building Location and Orientation:

The building will continue to be oriented toward the street. **Affirmative finding.**

(i) Vehicular Access:

No change. **Affirmative finding.**

(j) Pedestrian Access:

No change. **Affirmative finding.**

(k) Accessibility for the Handicapped:

While not a requirement for a single family home, handicap access is encouraged. Any *visitability* or ADA standards are under the jurisdiction of the building inspector.

Affirmative finding as conditioned.

(l) Parking and Circulation:

No change. **Affirmative finding.**

(m) Landscaping and Fences:

No change proposed. **Affirmative finding.**

(n) Public Plazas and Open Space:

Not applicable.

(o) Outdoor Lighting:

Where exterior lighting is proposed the applicant shall meet the lighting performance standards as per Sec 5.5.2.

No changes to exterior lighting have been proposed within the application materials. If the applicant wishes to modify exterior lighting, specification sheets, fixture and lumens levels shall be submitted to staff to review for acceptability under these standards. **Affirmative finding as conditioned.**

(p) Integrate infrastructure into the design:

Exterior storage areas, machinery and equipment installations, service and loading areas, utility meters and structures, mailboxes, and similar accessory structures shall utilize setbacks, plantings, enclosures and other mitigation or screening methods to minimize their auditory and visual impact on the public street and neighboring properties to the extent practicable.

Utility and service enclosures and screening shall be coordinated with the design of the principal building, and should be grouped in a service court away from public view. On-site utilities shall

be place underground whenever practicable. Trash and recycling bins and dumpsters shall be located, within preferably, or behind buildings, enclosed on all four (4) sides to prevent blowing trash, and screened from public view.

The electric meter is illustrated on the north (existing) elevation. The site plan defines Natural Gas connection on the same elevation. The close proximity to the neighboring property and a stockade fence obscure their presence. The applicant shall define whether the fence will remain, or other screening method is to be employed.

Any development involving the installation of machinery or equipment which emits heat, vapor, fumes, vibration, or noise shall minimize, insofar as practicable, any adverse impact on neighboring properties and the environment pursuant to the requirements of Article 5, Part 4 Performance Standards.

No mechanical equipment is proposed.

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 proposed 2nd floor expansion will not exceed the height of the existing structure, and will be recessed (east) from the primary frontage. **Affirmative finding.**

2. Roofs and Rooflines.

The proposed roofline is a modified hip with a skylight on the north face. The existing shed roof will be removed to accommodate the proposed addition. **Affirmative finding.**

3. Building Openings

All doors and windows will be replaced. Close proximity to property line creates some code compliance issues in terms of fire ratings and wall penetrations. The north elevation notes that “architectural panels” will be substituted for windows, but the floor plans illustrate the intended window openings. The applicant will be required to meet all building and life safety code, including egress, as defined by the building inspector. **Affirmative finding as conditioned.**

(b) Protection of Important Architectural Resources:

Not applicable.

(c) Protection of Important Public Views:

There are no important public views from this private parcel. Not applicable.

(d) Provide an active and inviting street edge:

The existing building has synthetic replacement siding, an entrance canopy and a traditionally organized primary façade. Proposed alterations will largely retain the arrangement of windows and doors, with the inclusion of new siding (Boral and fiber cement shingles), new windows and doors. The proposed 2 story addition will somewhat increase the massing of the structure, but in nearly identical footprint to the existing single story addition. The renovations will freshen the street appearance. **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.

Boral and fiber cement sheathing are proposed; as are replacement windows, doors and asphalt shingle roof. All are considered of acceptable durability in new construction.

Owners of historic structures are encouraged to consult with an architectural historian in order to determine the most appropriate repair, restoration or replacement of historic building materials as outlined by the requirements of Art 5, Sec. 5.4.8.

The house is not listed on the state or National Register of Historic Resources, nor included in any Historic Sites and Structures Survey. **Affirmative finding.**

(f) Reduce energy utilization:

All construction must 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. **Affirmative finding as conditioned.**

(g) Make advertising features complementary to the site:

None are proposed. Not applicable.

(h) Integrate infrastructure into the building design:

See Section 6.2.2. (p), above.

(i) Make spaces secure and safe:

Development must observe all required building and life safety code as defined by the building inspector and/or fire marshal. **Affirmative finding as conditioned.**

Article 8: Parking

The Neighborhood Parking District require 2 parking spaces for each residential unit. This is a pre-existing single family home with one parking space. As pre-existing non-conforming, it may continue. **Affirmative finding.**

II. Conditions of Approval

1. Per **Section 2.7.8, Withhold Permit**, the applicant is required to remedy all violations and close out all zoning permits issued after July 13, 1989 prior to issuance of a Certificate of Occupancy for this permit. See attached list for guidance on open permits/violations.
2. There is no evidence that the patio and garden shed on the submitted site plan have been installed with the benefit of building and/or zoning permits. Both encroach into required setbacks and increase the level of (non-conforming) lot coverage. The applicant has not provided evidence to support a Statute of Limitations consideration (in continuous existence for more than 15 years.) Therefore, a condition of this permit is the removal of both the patio and garden shed.
3. Occupancy of any dwelling unit is limited to members of a family as defined in Article 13. Not more than four unrelated adults may occupy the unit.
4. Approval of the addition does not constitute an increase in the number of residential units. The house remains a single family dwelling.
5. The canopy is recommended for retention over the front (westerly) entry door.
6. The applicant shall define the method of screening for utility connections **prior to release of the zoning permit.**
7. All construction must 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.
8. Standard Permit Conditions 1-15.

NOTE: These are staff comments only. The Development Review Board, who may approve, table, modify, or deny projects, makes decisions.



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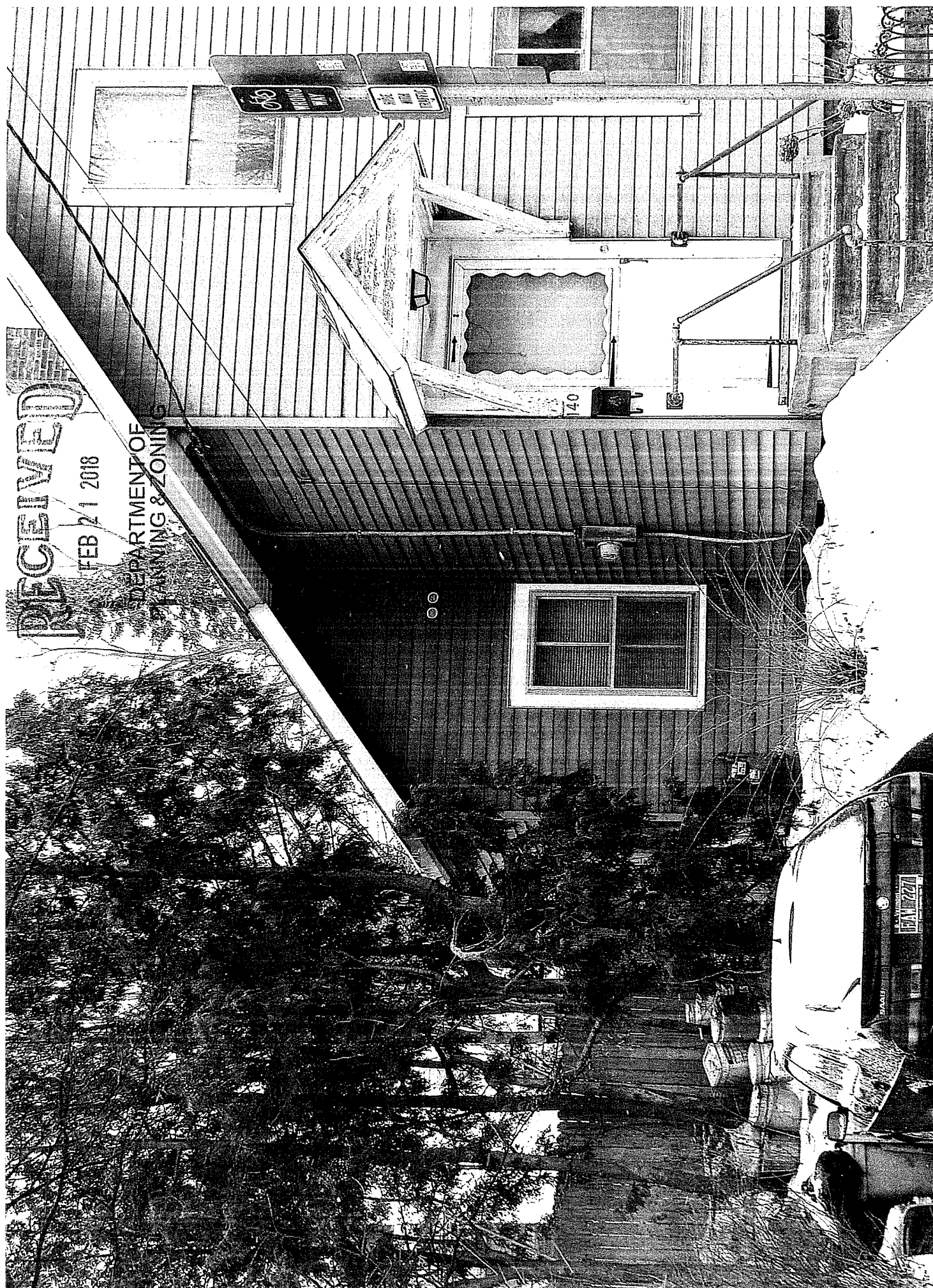
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PLANNING & ZONING

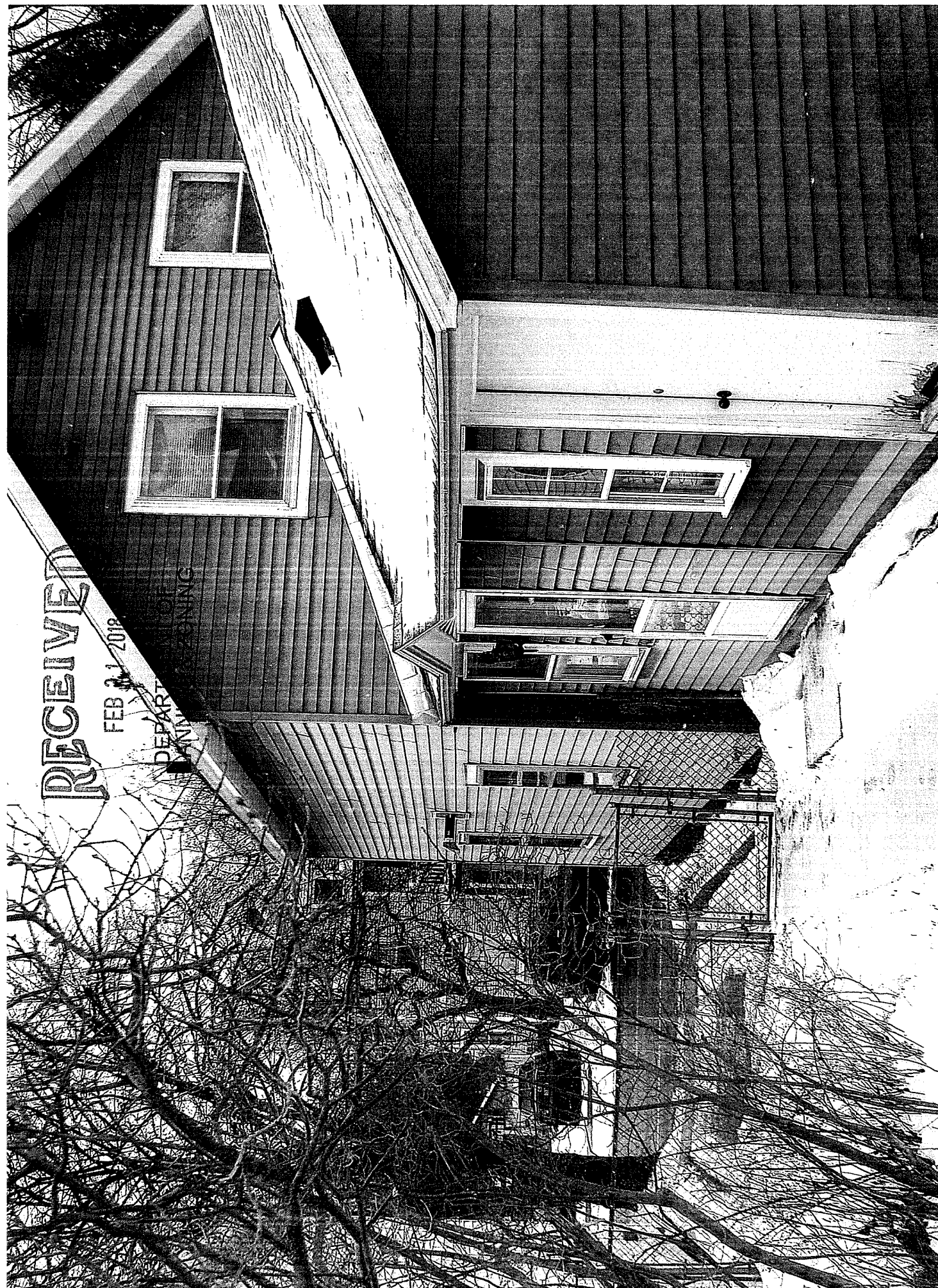
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FEB 21 2018

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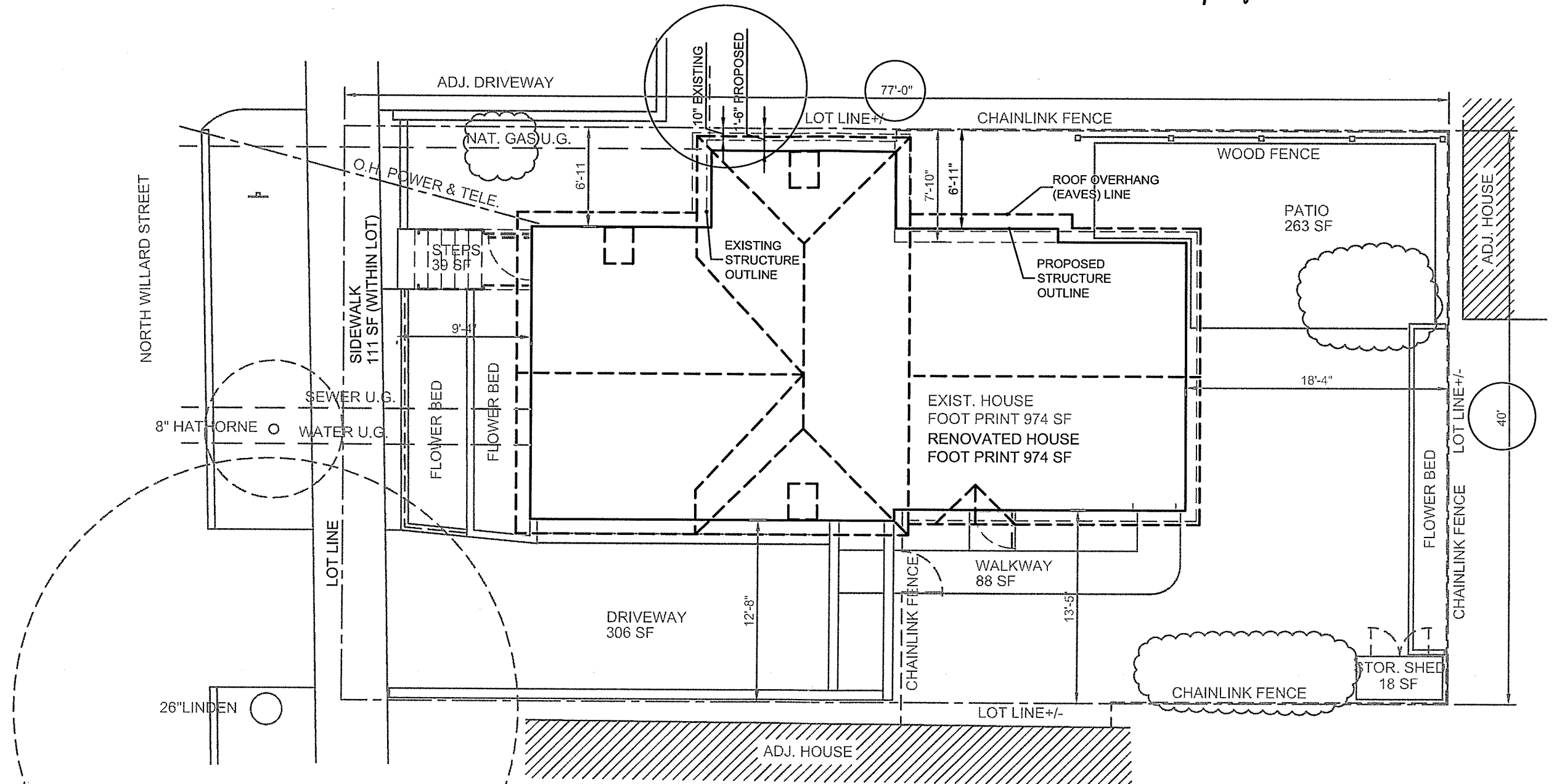
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Revised plan
 North setback (by average) = 33"
 proposed = 18"



Lot Coverage Calc.

Existing:	
House	974 SF
Shed	18 SF
Driveway	306 SF
Patio	263 SF
Walks	238 SF
Total	1,788 SF
Lot Size	3,080 SF
Exist. Coverage	58%

Proposed:	
House	974 SF
Shed	18 SF
Driveway	306 SF
Patio	263 SF
Walks	238 SF
Total	1,788 SF
Lot Size	3,080 SF
New Coverage	58%

Building Height;

Existing - 21'-7"
 Proposed - 22'-6"
 (measured from first floor level,
 sidewalk approx. 4'-4" lower)



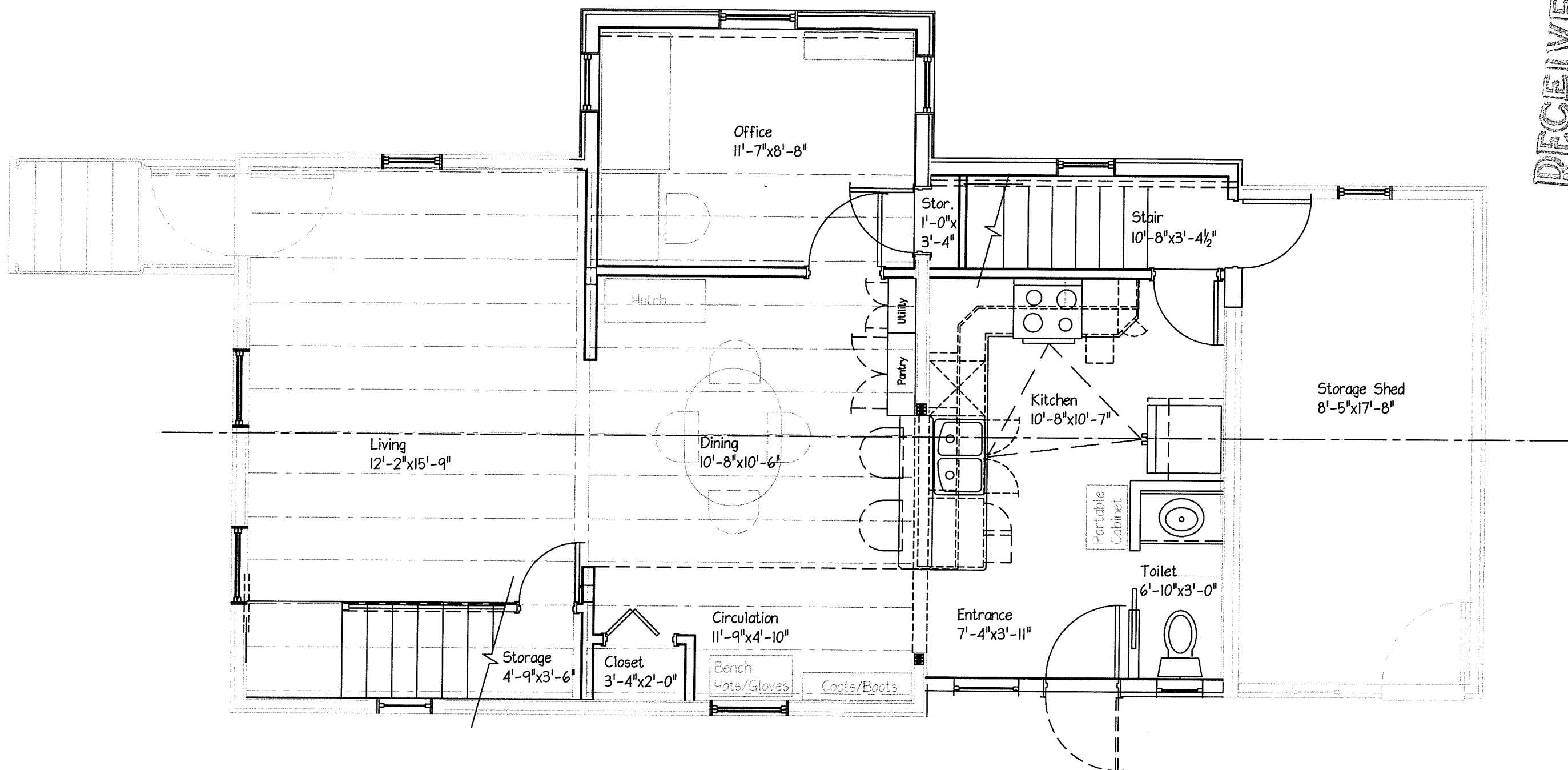
SITE PLAN

140 NORTH WILLARD ST.
 1/8"=1'-0"
 John Magnant
 Rev. 3/09/2018

Revised 3/9/18 to reflect
 coverage by the City sidewalk

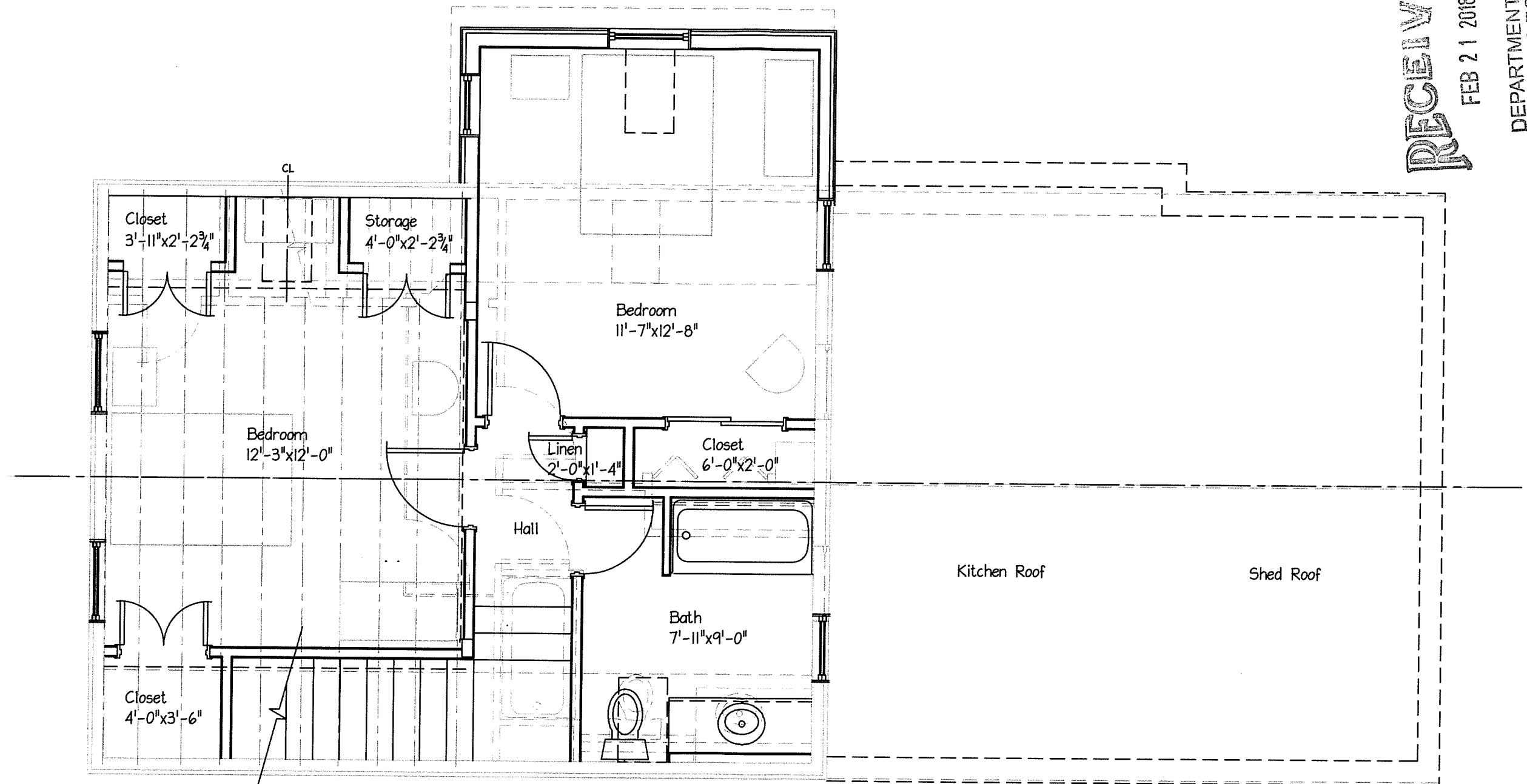
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FIRST FLOOR LEVEL PLAN
1/4"=1'-0"

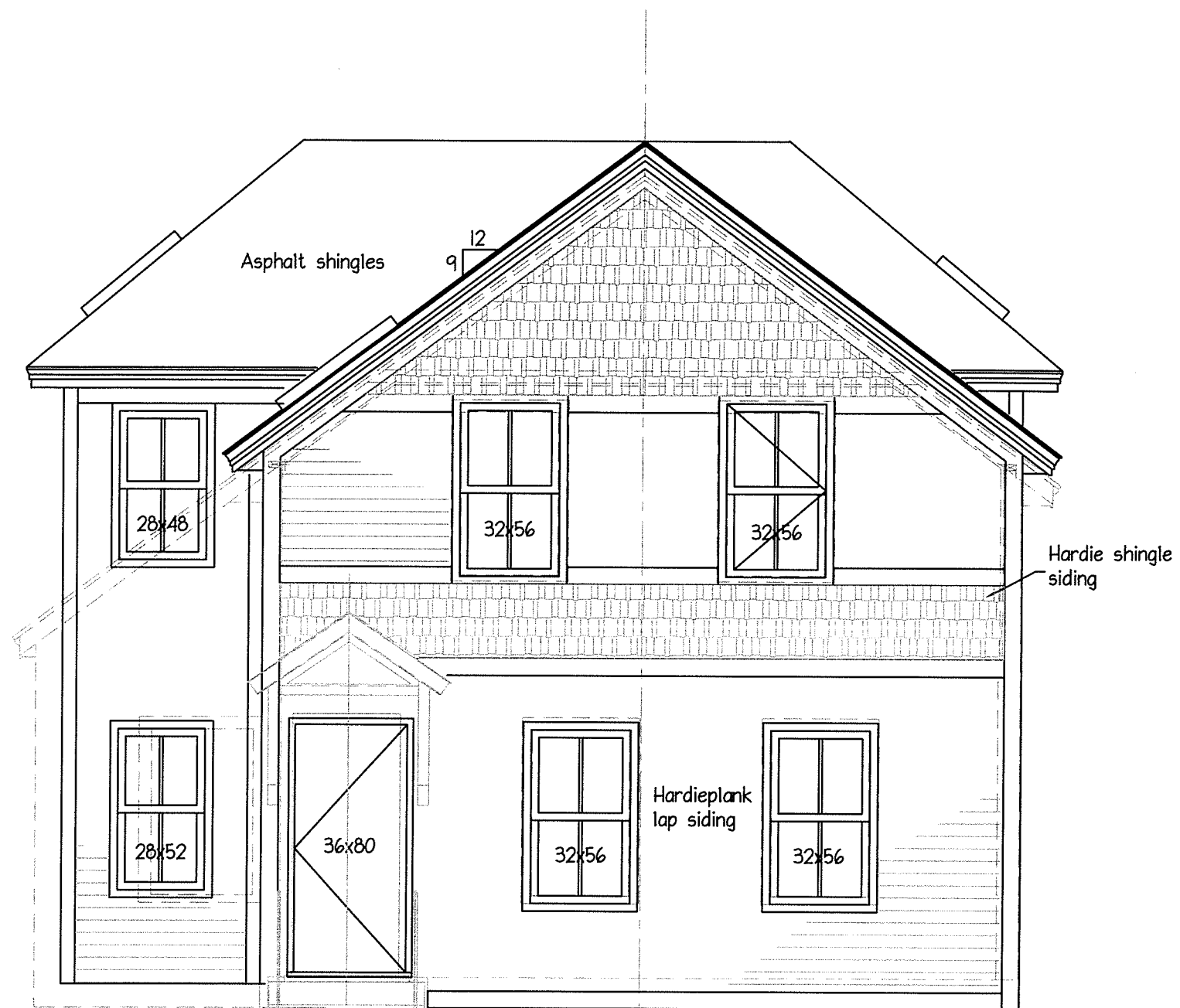
John Magnant
140 North Willard St.
2/12/2018



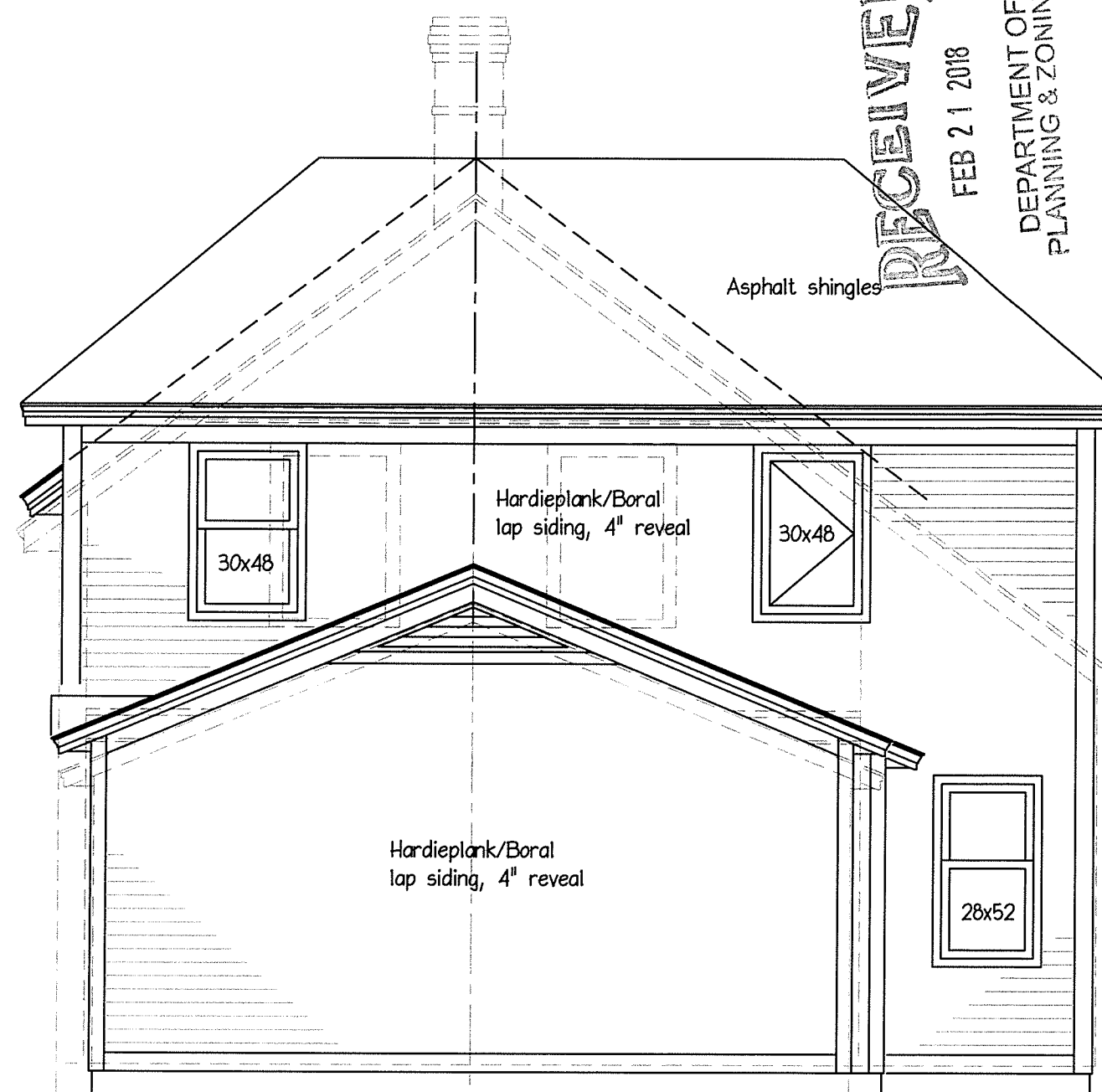
SECOND FLOOR LEVEL PLAN
 1/4"=1'-0"

John Magnant
 140 North Willard St.
 2/12/2018

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2/12/2018 **WEST ELEVATION**
1/4"=1'-0"

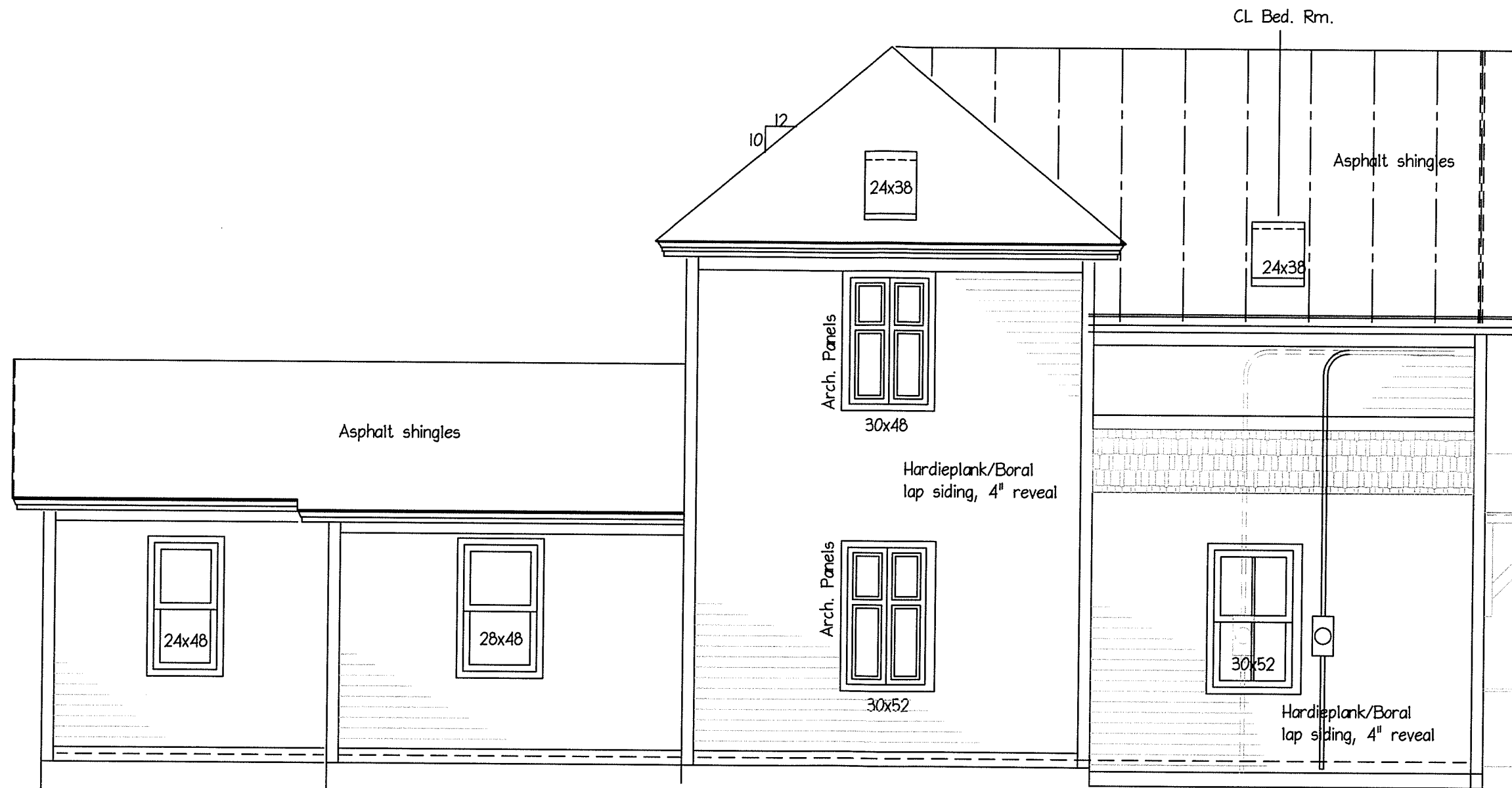


2/12/2018 **EAST ELEVATION**
1/4"=1'-0"

John Magnant
140 North Willard St.
2/12/2018

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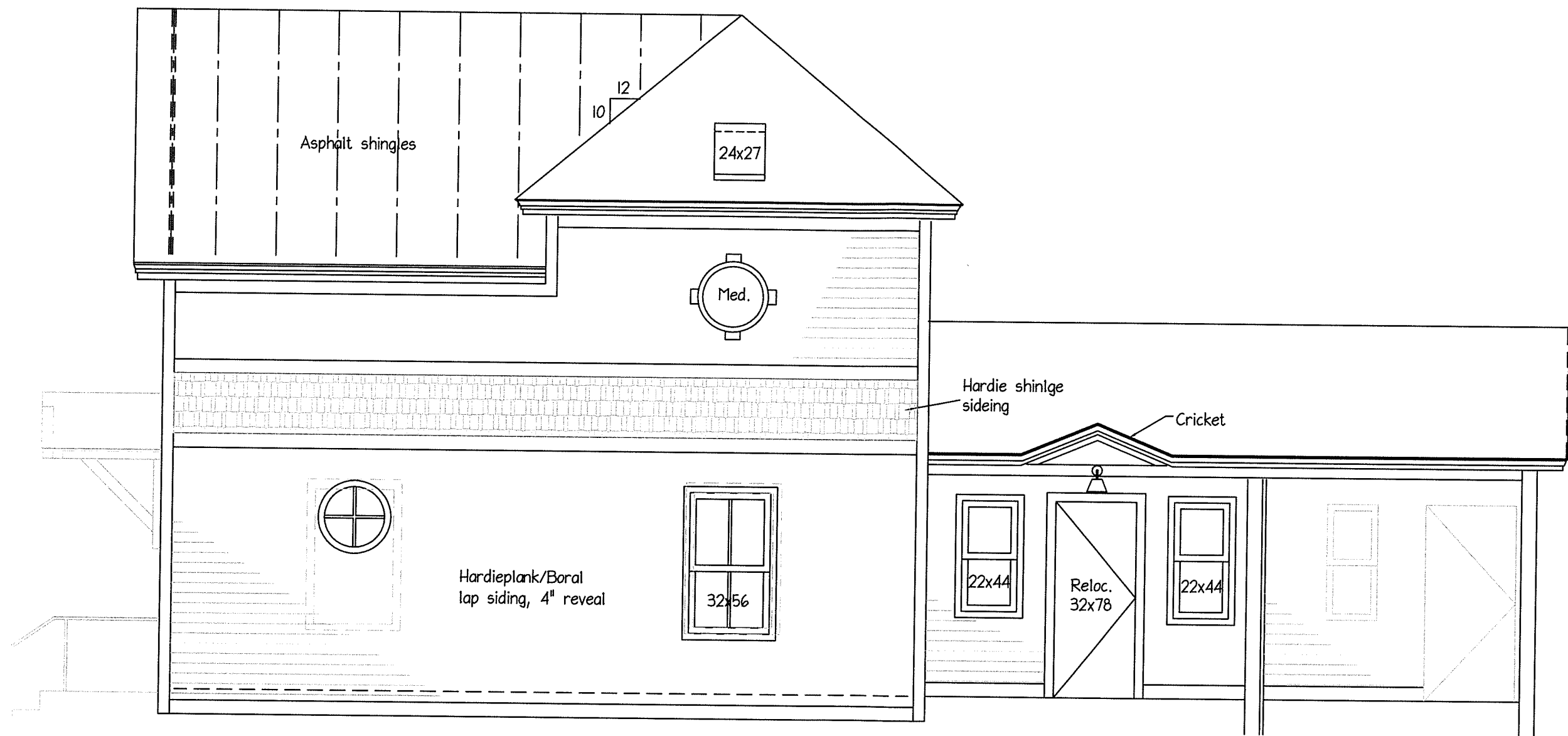
2/12/2018

NORTH ELEVATION 1/4"=1'-0"

John Magnant
140 North Willard St.
2/12/2018

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2/12/2018 **SOUTH ELEVATION**
1/4"=1'-0"

John Magnant
140 North Willard St.
2/12/2018

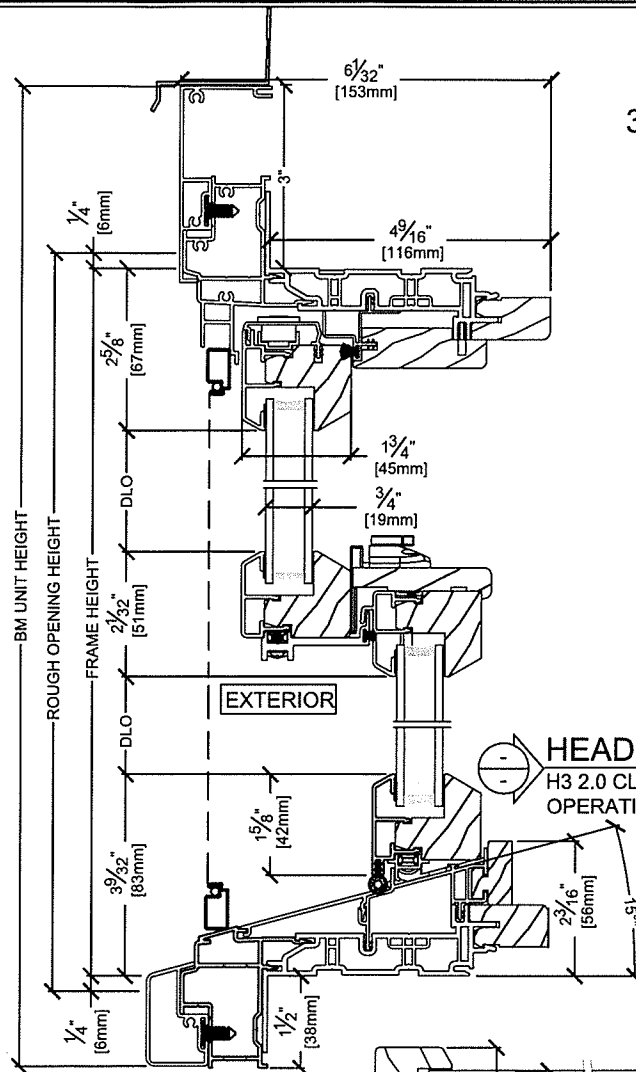
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H3 Aluminum Clad Double Hung 2.0

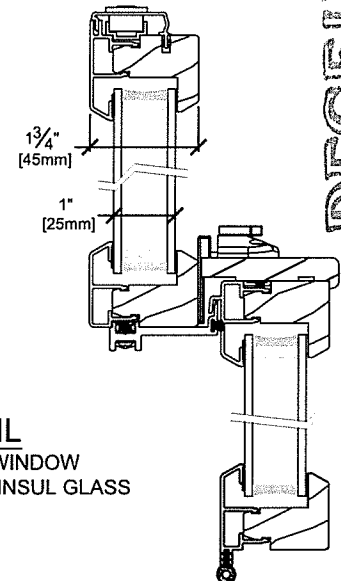
Scale: 4"



OPERATING
Integral Accessory Frame
3 1/2" Flat Casing Snap Cover

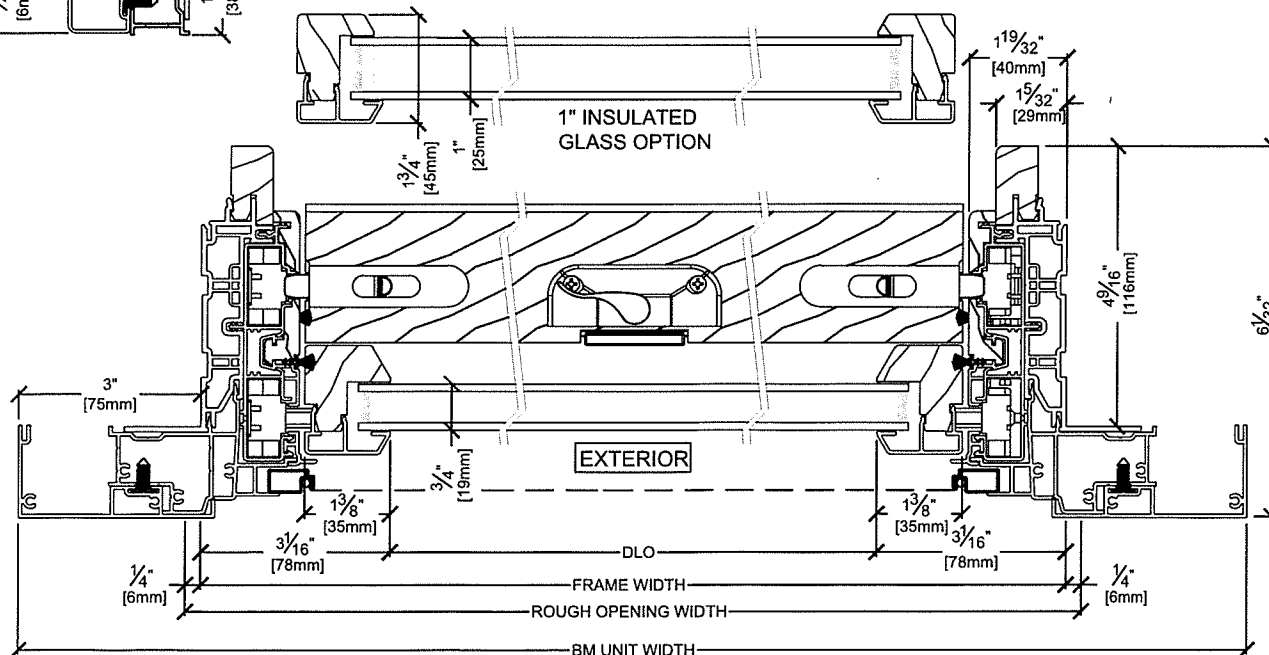
AVAILABLE ONLY ON SINGLE
OR MULTI-WIDE UNITS WITH
CONTINUOUS HEAD & SILL

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DEPARTMENT OF



1" INSULATED
GLASS OPTION

HEAD & SILL DETAIL
H3 2.0 CLAD DOUBLE HUNG WINDOW
OPERATING SASH - 3/4" STD INSUL GLASS



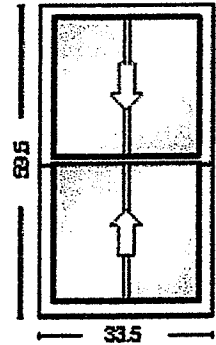
JAMB DETAIL AT CHECKRAIL
H3 2.0 CLAD DOUBLE HUNG WINDOW
OPERATING SASH - 3/4" STD INSUL GLASS



QUOTE #	QUOTE NAME	PROJECT	JOB NAME	BID BY
943093	ALDER & DOUG FIR	Unassigned		

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTEN
100-1	WindowAndDoor	PK- 298 2018 Price Book	1	EA		

H3 Aluminum Clad Double Hung Windows 2.0 Double Hung Operating
33.5 x 59.5
34 x 60, Frame Width = 33.5, Frame Height = 59.5, Sash Split = 50/50,
Screen Width = 31.1875, Screen Height = 57.4375
Complete Unit, Drawing Numbers = , DP Rating = Standard, Product
Offering Special Modification = No
Color Collection = Show All, Frame Color = Colonial White 313,
AAMA 2604, Natural, Interior Wood = Mixed Grain Douglas Fir, Frame
Type = Integral Accessory Frame, Accessory Profile = 3 1/2" Flat
Casing, Trim Application = Standard Sill Nose, Frame Jamb Style =
Flush, Visible Interior Vinyl Profile Color = Beige
Sash-Panel Color = Colonial White 313, Sash-Panel Clad Finish =
AAMA 2604
Unit 1 Lower: Dual Insulated, Low-E, Standard Obscure, Argon Gas =
Yes, Spacer Channel = Black Warm Edge Spacer
Unit 1 Upper: Dual Insulated, Low-E, Argon Gas = Yes, Spacer Channel
= Black Warm Edge Spacer
Hardware = Applied, 03 Bronze, Jamb Liner Type = Concealed,
Lock-Keepers = 2-Locks, Window Opening Control Device = No
Screen Option = Full Screen Applied, Colonial White 313, AAMA 2604,
Fiberglass Mesh
Simulated Divided Lite, Equal, 7/8", Exterior Grille Color = Colonial
White 313, Clad Grille Finish = 2604, Natural, Wood Grille Species =
Mixed Grain Douglas Fir, w/spacer, Dark Bronze Anodized, 2W1H
Integral Rigid Vinyl Nailing Fin, Drip Cap = Aluminum Drip Cap
No/Leg Shipped Separately
4-9/16"
U-Factor = 0.3, SHGC = 0.25, CR = 55, VT = 0.47, AI = 0.13, CPD =
SIE-N-135-00147-00004, Energy Star Region = NC,SC,S, GapFill1 =
ARG, W m 2k = 1.7
Exterior Casing Width = 39.5, Exterior Casing Height = 64
Rough Opening Width = 34, Rough Opening Height = 60
Non-Manufacturer Related =
Unit 1: Glass Width = 28.375, Glass Height = 26.8125, Sash Width =
30.125, Sash Height = 28.8125



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Rough Opening: 34" X 60"
Overall Unit Size: 33.5" X 59.5"

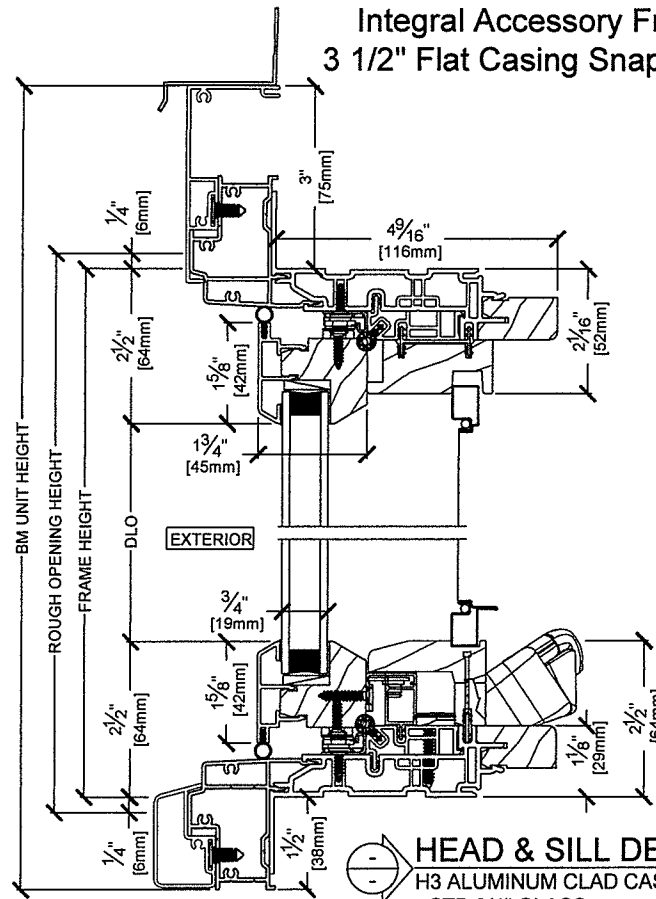
Room Location: doug fir

H3 Aluminum Clad Casement 2.0

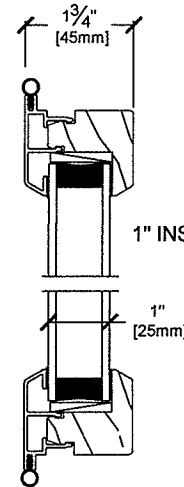
Scale: 4"

OPERATING Integral Accessory Frame 3 1/2" Flat Casing Snap Cover

AVAILABLE ONLY ON SINGLE
OR MULTI-WIDE UNITS WITH
CONTINUOUS HEAD & SILL

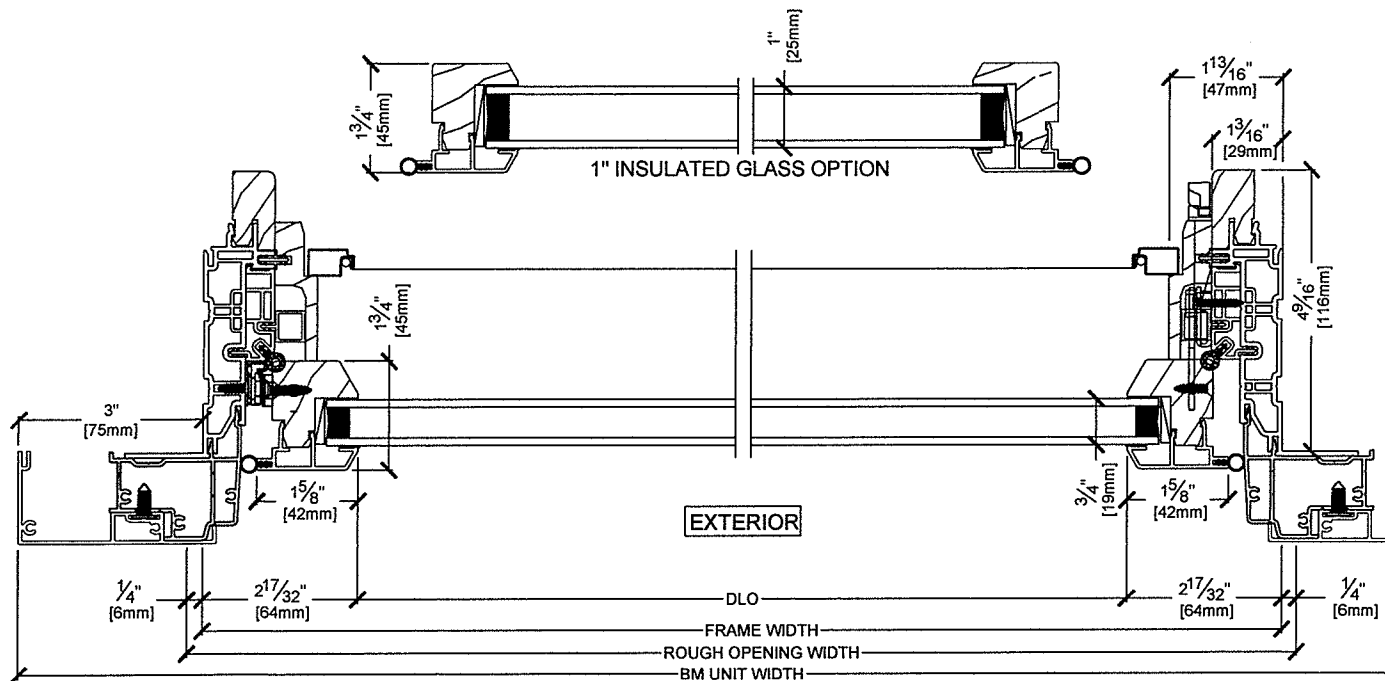


HEAD & SILL DETAIL
H3 ALUMINUM CLAD CASEMENT 2.0
- STD 3/4" GLASS



1" INSULATED GLASS OPTION

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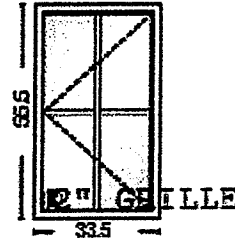


JAMB DETAIL
H3 ALUMINUM CLAD CASEMENT 2.0
- STD 3/4" GLASS

QUOTE #	QUOTE NAME	PROJECT	JOB NAME	BID BY
943093	ALDER & DOUG FIR	Unassigned		

LINE #	LINE TYPE	DESCRIPTION	QTY	U/M	NET PRICE	EXTEND
200-1	WindowAndDoor	PK-298 2018 Price Book	1	EA		

H3 Aluminum Clad Casement Windows 2.0 Casement Left 33.5 x 55.5
Custom: Frame Width = 33.5, Frame Height = 55.5, Screen Width =
30.125, Screen Height = 51.15625
Complete Unit, Drawing Numbers = , DP Rating = Standard, Product
Offering Special Modification = No
Color Collection = Show All, Frame Color = Colonial White 313,
AAMA 2604, Natural, Interior Wood = Mixed Grain Douglas Fir, Frame
Type = Integral Accessory Frame, Accessory Profile = 3 1/2" Flat
Casing, Trim Application = Standard Sill Nose, Frame Jamb Style =
Flush
Sash-Panel Color = Colonial White 313, Sash-Panel Clad Finish =
AAMA 2604
Dual Insulated, Low-E, Argon Gas = Yes, Spacer Channel = Black
Warm Edge Spacer
Hardware = Shipped with Unit, E-Guard Finish (Beige), Encore,
Champagne, Window Opening Control Device = No
Screen Option = Full Screen Applied, Champagne, Fiberglass Mesh
Simulated Divided Lite, Equal, 7/8", 2" Simulated Divided Lite Bar
Addition = Centered Horizontally, Single, Exterior Grille Color =
Colonial White 313, Clad Grille Finish = 2604, Natural, Wood Grille
Species = Mixed Grain Douglas Fir, w/spacer, Dark Bronze Anodized,
2W2H
Integral Rigid Vinyl Nailing Fin, Drip Cap = Aluminum Drip Cap
No/Leg Shipped Separately
4-9/16"
U-Factor = 0.28, SHGC = 0.26, CR = 59, VT = 0.46, AI = 0.01, CPD =
SIE-N-136-00525-00004, Energy Star Region = NC, GapFill1 = ARG,
W m 2k = 1.59
Exterior Casing Width = 39.5, Exterior Casing Height = 60
Rough Opening Width = 34, Rough Opening Height = 56
Non-Manufacturer Related =
Unit 1: Glass Width = 29.5, Glass Height = 51.5, Sash Width = 31.75,
Sash Height = 53.75



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Rough Opening: 34" X 56"
Overall Unit Size: 33.5" X 55.5"

Room Location: doug fir

FAIRO USA

single chamber Solar Factor glazing unit 4HT – Tg16Ar – 4H

beautiful, hand selected, vacuum treated, lacquered timber frames

double coated wood with ecological acrylic lacquer in natural colour

suitable for roof pitches between 15-85°

single chamber Solar Factor glazing unit 4HT

beautiful, hand selected, vacuum treated, lac

double coated wood with ecological acrylic la

suitable for roof pitches between 15-85°

FV G3

FV G31

0.18 (1.0) [BTU/h ft2F] (W/m2K)
glazing U-value

0.19 (1.1) [BTU/h ft2F] (W/m2K)
glazing U-value

0.44 (2.50) [BTU/h ft2F] (W/m2K)
U-Factor (skylight)

0.44 (2.50) [BTU/h ft2F] (W/m2K)
U-Factor (skylight)

0.21

0.21

Solar Heat Gain Coefficient (SHGC)

Solar Heat Gain Coefficient (SHGC)

0.06 [cfm/ft2] @ 1.57 psf, tested size: 24x70
Air Leakage [cfm/ft2]

0.06 [cfm/ft2] @ 1.57 psf, tested size: 24x70
Air Leakage [cfm/ft2]

0.41

0.39

Visible Transmittance (VT)

Visible Transmittance (VT)

54

53

Condensation Resistance

Condensation Resistance

730 [Pa]

730 [Pa]

Water Penetration Resistance/Test Pressure

Water Penetration Resistance/Test Pressure

3040/2400 [Pa], tested size: 27x70
Design Pressure (positive/negative)

FV sizes

DECK MOUNTED SKYLIGHT SIZES FV, FVE, FVE		Size		Rough opening (WxD)		Outside frame (WxD)		Daylight area (Ft2/m2)		Daylight area (Ft2/m2)	
	FV	12x12	12x12	14 1/2 x 14 1/2	14 1/2 x 14 1/2	14 1/2 x 14 1/2	14 1/2 x 14 1/2	10 1/2 x 10 1/2	10 1/2 x 10 1/2	10 1/2 x 10 1/2	10 1/2 x 10 1/2
		12x12	12x12	14 1/2 x 14 1/2	14 1/2 x 14 1/2	14 1/2 x 14 1/2	14 1/2 x 14 1/2	10 1/2 x 10 1/2	10 1/2 x 10 1/2	10 1/2 x 10 1/2	10 1/2 x 10 1/2
	FVE	12x12	12x12	14 1/2 x 14 1/2	14 1/2 x 14 1/2	14 1/2 x 14 1/2	14 1/2 x 14 1/2	10 1/2 x 10 1/2	10 1/2 x 10 1/2	10 1/2 x 10 1/2	10 1/2 x 10 1/2
		12x12	12x12	14 1/2 x 14 1/2	14 1/2 x 14 1/2	14 1/2 x 14 1/2	14 1/2 x 14 1/2	10 1/2 x 10 1/2	10 1/2 x 10 1/2	10 1/2 x 10 1/2	10 1/2 x 10 1/2

Instructions

Installation instructions:

- FV

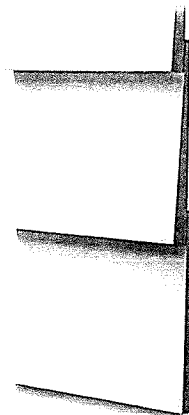
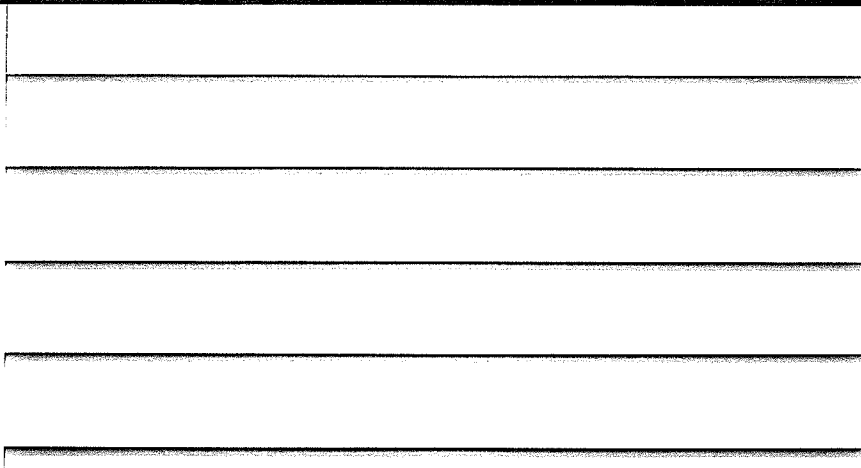
Installation videos

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Build something great™

Boral TruExterior® Siding



Bevel Siding

Bevel Siding

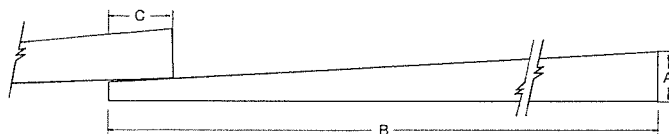
The Bevel profile is the newest addition to Boral TruExterior® Siding. Recreating the look and character of traditional clapboard or bevel lap siding, the Bevel profile offers the true taper and shadow line effect historically seen with cedar and redwood siding. At the same time, the siding reduces the moisture- and thermal movement-related issues commonly seen with other natural and manmade materials.

Available in 6-inch, 8-inch and 10-inch widths, Boral TruExterior® Bevel Siding is ideal for homeowners who desire the look, feel and character of authentic wood siding with superior, long-lasting performance.

Boral TruExterior® Siding

Made with Boral's proprietary blend of polymers and fly ash, Boral TruExterior® Siding offers a high level of dimensional stability for reduced expansion and contraction, and durability for resistance to warping, cracking, and splitting. As a result, the material requires no sealing of ends or cuts in the field, it can be used in ground-contact applications, and it can be painted any color, including dark hues.

Nominal Size	Actual Thickness (A)	Actual Width (B)	Minimum Overlap (C)
½ x 6	0.50"	5.50"	1.0"
½ x 8	0.50"	7.25"	1.0"
¾ x 10	0.75"	9.25"	1.0"



*See Boral TruExterior® Siding Warranty and Data Sheet for proprietary test results, located at www.BoralTruExterior.com

Boral TruExterior® Siding Facts

- Workability exceeds that of wood siding
- Installs with standard woodworking tools and methods
- No need to prime ends or field cuts
- Easily accepts paint of any color
- Accepts a wide variety of fasteners
- Resists rot and termite attacks¹
- Maintains high level of dimensional stability
- No cracking or splitting from moisture
- 16' lengths
- Made in the USA
- 20-year limited warranty[†]

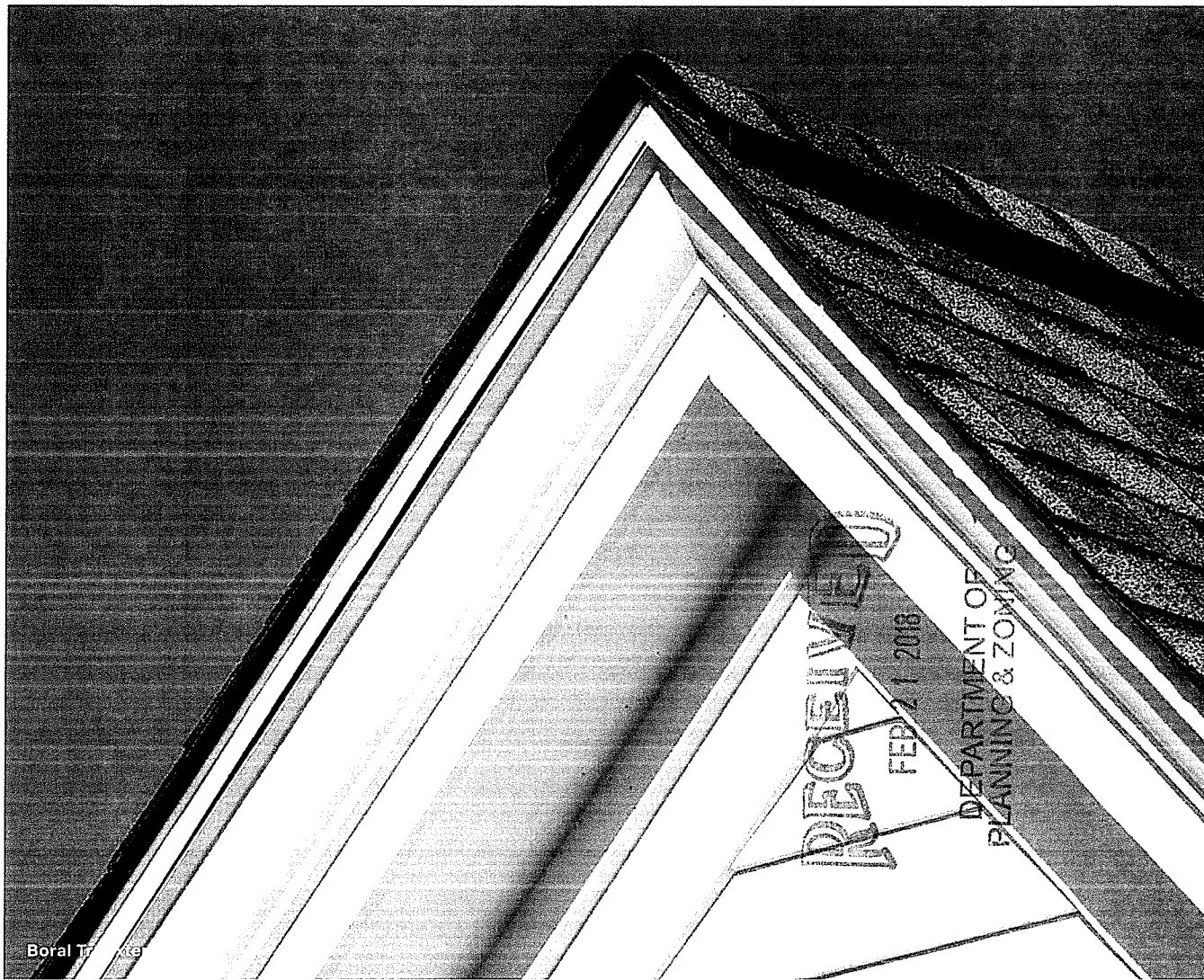
**8" and 10" Sizes
Now Available!**

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5/8 Trim Sizes		1X Trim Sizes		5/4 Trim Sizes		2X Trim Sizes	
Nominal	Actual	Nominal	Actual	Nominal	Actual	Nominal	Actual
—	—	—	—	—	—	2 x 2	1 ½" x 1 ½"
—	—	1 x 3	¾" x 2 ½"	5/4 x 3	1" x 2 ½"	—	—
5/8 x 4	5/8" x 3 ½"	1 x 4	¾" x 3 ½"	5/4 x 4	1" x 3 ½"	2 x 4	1 ½" x 3 ½"
—	—	1 x 5	¾" x 4 ½"	5/4 x 5	1" x 4 ½"	—	—
5/8 x 6	5/8" x 5 ½"	1 x 6	¾" x 5 ½"	5/4 x 6	1" x 5 ½"	2 x 6	1 ½" x 5 ½"
5/8 x 8	5/8" x 7 ¼"	1 x 8	¾" x 7 ¼"	5/4 x 8	1" x 7 ¼"	2 x 8	1 ½" x 7 ¼"
5/8 x 10	5/8" x 9 ¼"	1 x 10	¾" x 9 ¼"	5/4 x 10	1" x 9 ¼"	2 x 10	1 ½" x 9 ¼"
5/8 x 12	5/8" x 11 ¼"	1 x 12	¾" x 11 ¼"	5/4 x 12	1" x 11 ¼"	2 x 12	1 ½" x 11 ¼"

Boral TruExterior® Trim is reversible with wood grain on one side and a smooth finish on the reverse. 16' lengths are available in all sizes with 12' and 20' lengths available in 4/4, 5/4 and 2x Trim.

Available Finishes:
(Reversible)



smooth



wood
grain

Rabbeted Trim with Window Pocket

The rabbeted groove helps trim to sit flush over the window's nailing flange, eliminating the need for cuts or shims

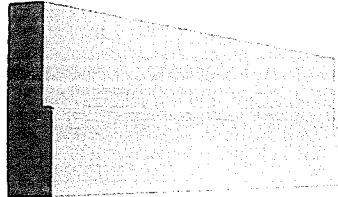
Available Finishes:
(not reversible)



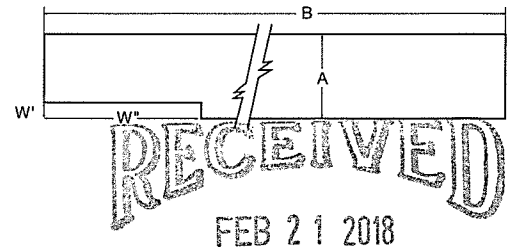
smooth



wood grain



Nominal Size	Actual Thickness (A)	Actual Width (B)	Window Pocket (W' x W'')
5/4 x 4	1.0"	3.50"	0.187" x 1.88"
5/4 x 6	1.0"	5.50"	0.187" x 1.88"
5/4 x 8	1.0"	7.25"	0.187" x 1.88"



Rabbeted Trim with Siding Pocket

Perfect for end wall terminations, this trim with a 3/4" siding pocket accepts all Boral TruExterior® Siding profiles

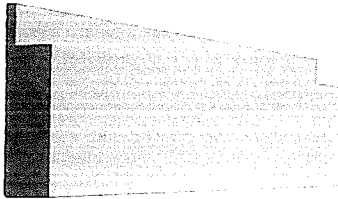
Available Finishes:
(not reversible)



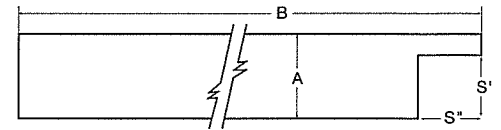
smooth



wood grain



Nominal Size	Actual Thickness (A)	Actual Width (B)	Siding Pocket (S' x S'')
5/4 x 3	1.0"	2.50"	0.75" x 0.75"
5/4 x 4	1.0"	3.50"	0.75" x 0.75"
5/4 x 5	1.0"	4.50"	0.75" x 0.75"
5/4 x 6	1.0"	5.50"	0.75" x 0.75"
5/4 x 8	1.0"	7.25"	0.75" x 0.75"



Rabbeted Trim with Window and Siding Pocket

The ultimate accessory to build a neat, professional-looking window surround

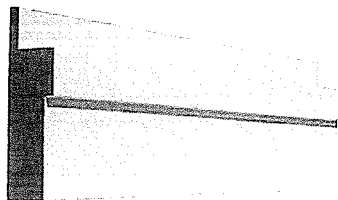
Available Finishes:
(not reversible)



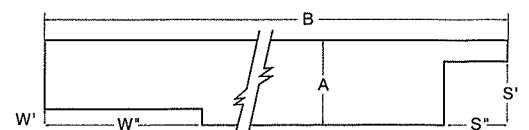
smooth



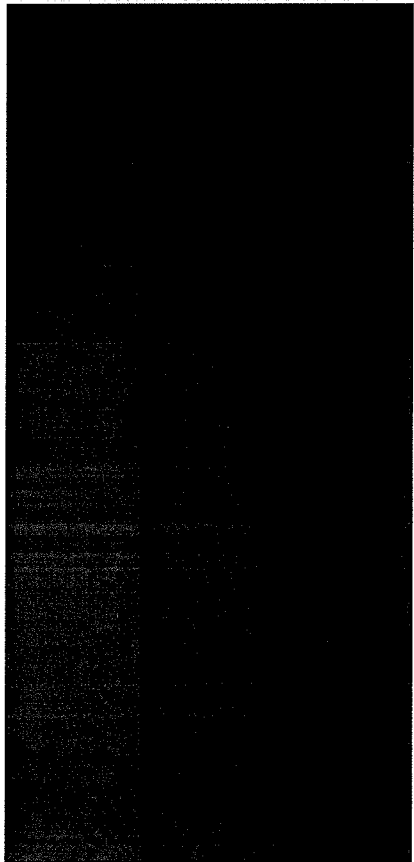
wood grain



Nominal Size	Actual Thickness (A)	Actual Width (B)	Window Pocket (W' x W'')	Siding Pocket (S' x S'')
5/4 x 4	1.0"	3.50"	0.187" x 1.88"	0.75" x 0.75"
5/4 x 6	1.0"	5.50"	0.187" x 1.88"	0.75" x 0.75"
5/4 x 8	1.0"	7.25"	0.187" x 1.88"	0.75" x 0.75"



Siding	Trim	Soffit	HardiePanel® Vertical Siding	HardieWrap®	Finishing Touches
● HardiePlank® Lap Siding			HardiePanel® Vertical Siding		HardieShingle® Siding

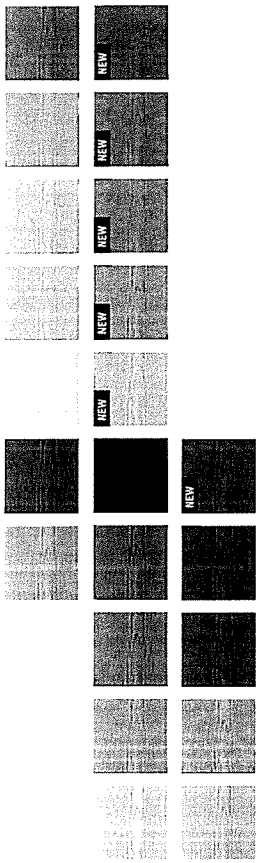


SMOOTH

Countrylane Red

Thickness	5/16 in.
Length	12 ft. planks
Width	5.25 in. 6.25 in. 7.25 in. 8.25 in.
Exposure	4 in. 5 in. 6 in. 7 in.
ColorPlus Pcs./Pallet	324 280 252 210
Prime Pcs./Pallet	360 308 252 230
Pcs./Sq.	25.0 20.0 16.7 14.3

Available Colors



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View all HardiePlank Lap Siding Products

Siding	Trim	Soffit	HardieWrap®	Finishing Touches
--------	------	--------	-------------	-------------------

● HardieTrim® Boards

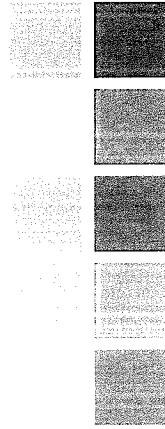
HardieTrim® Batten Boards

5/4 NT3® SMOOTH

Arctic White

Thickness	1 in.			
Length	12 ft. boards			
Width	3.5 in.	4.5 in.	5.5 in.	7.25 in. 9.25 in. 11.25 in.
Pcs./Panel	240	200	160	120 80 80

Available Colors



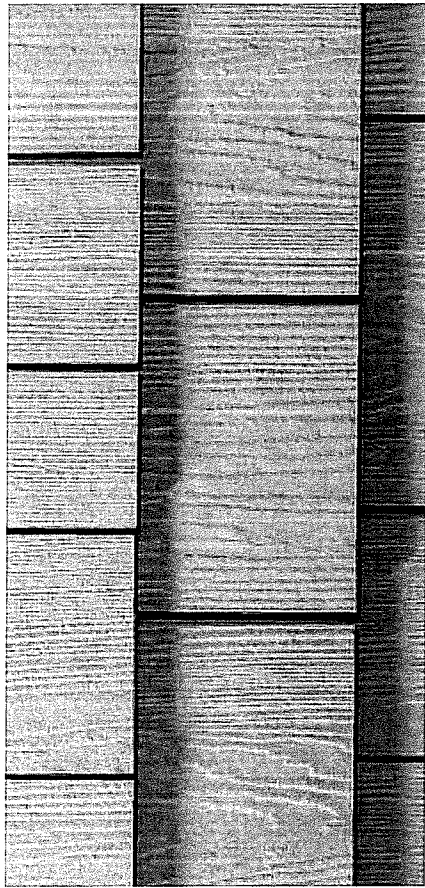
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View all HardieTrim Boards

Siding	Trim	Soffit	HardiePanel® Vertical Siding	HardieWrap®	Finishing Touches
HardiePlank® Lap Siding			● HardieShingle® Siding		

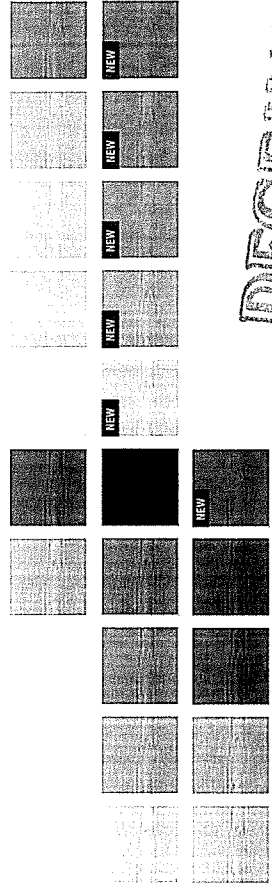


INDIVIDUAL SHINGLES*

Monterey Taupe

Thickness	1/4 in.				
Length	3.5 in.	4.5 in.	5.5 in.	7 in.	8.75 in.
Height	14 in.				
Exposure	5 in.				
Pcs./Pallet	960				
Sq./Pallet	2				
Pcs./Sq.	480				

Available Colors



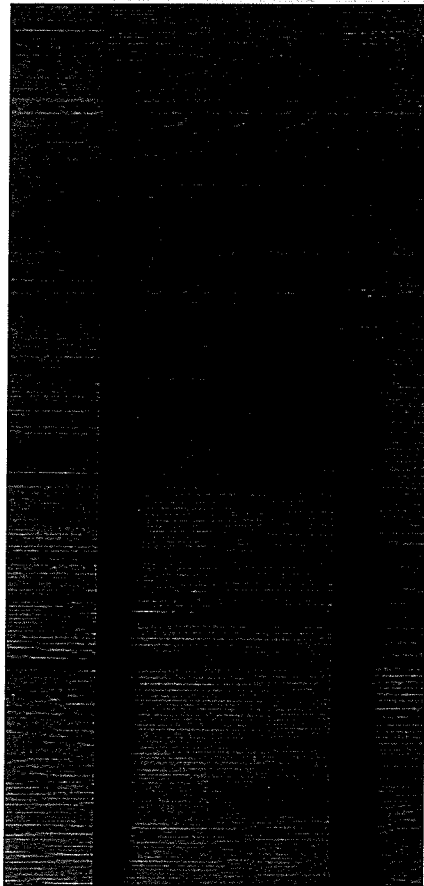
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View all HardieShingle Siding Products

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*5 in. Individual Shingles available exclusively with ColorPlus Technology and only in Philadelphia and New England districts.

Siding	Trim	Soffit	HardieWrap®	Finishing Touches
HardiePlank® Lap Siding		HardiePanel® Vertical Siding		● HardieShingle® Siding

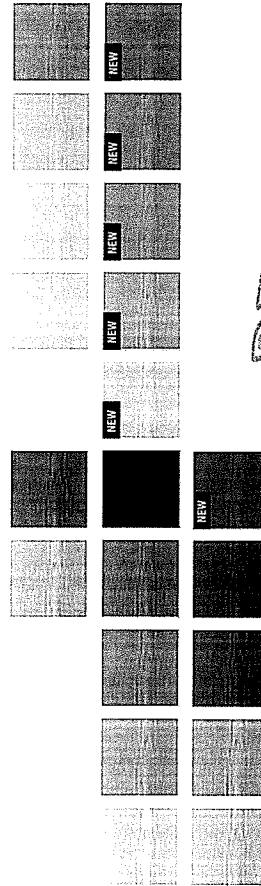


STRAIGHT EDGE PANEL*

Iron Gray

Thickness	1/4 in.	1/4 in.
Length	48 in.	48 in.
Height	14 in.	15.25 in.
Exposure	5 in.	7 in.
Pcs./Pallet	120	86
Sq./Pallet	2	2
Pcs./Sq.	60	43

Available Colors

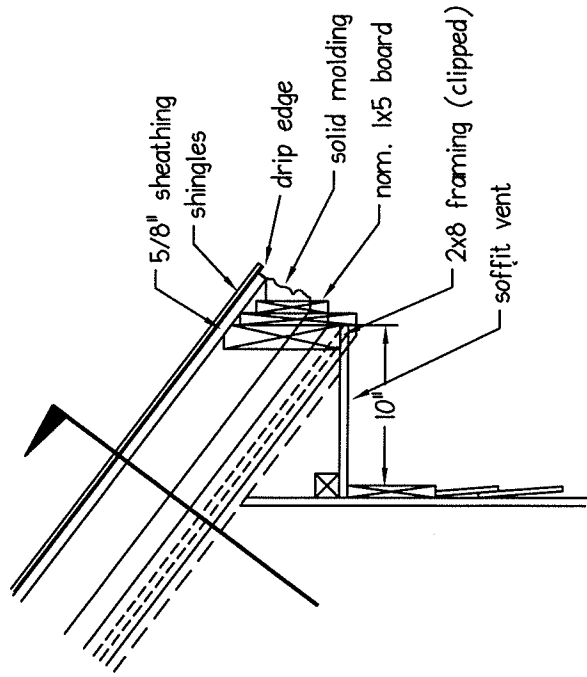


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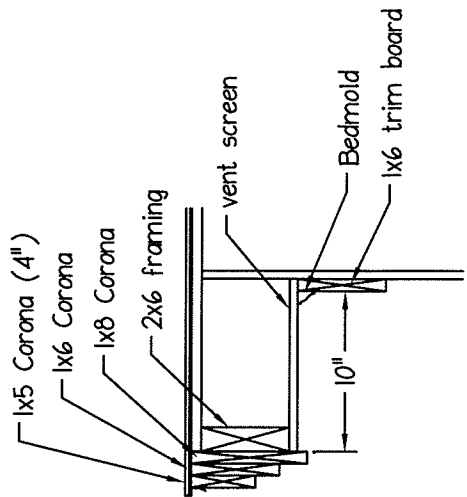
View all HardieShingle Siding Products

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PLANNING & ZONING**

*5 in. Straight Edge Panel available exclusively with ColorPlus Technology and only in Philadelphia and New England districts.



SIDE ELEVATION
1"=1'-0"

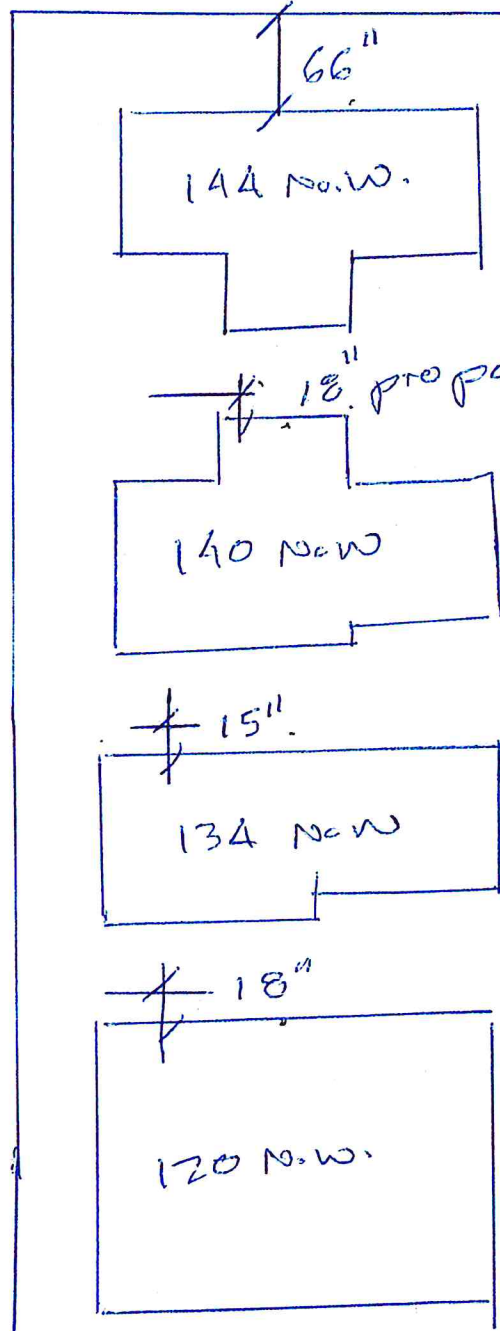


END SECTION
1"=1'-0"



NORTH ST.

NORTH WILLIAMS ST



$$\begin{array}{r} 66 \\ 15 \\ 18 \\ \hline 3 \overline{) 99} \\ = 33'' \text{ Avg.} \\ \text{set back} \end{array}$$

Set back
calculation
(averaging)

3/9/18

Burlington City Directories, 206 East Avenue

Year	Resident
1906	Lucius White
1911	Mrs. Lucy Rowe
1930	Eugene Fellows
1951	Eugene Fellows
1958	Eugene Fellows
1961	Richard F. Guerrat
1962	Richd F. Guerrat
1963-64	Richd F. Guerrat
1964-65	Richd F. Guerrat
1968	Richd Guerrant Danl W. Gade
1969	Wayne K. Murray
1970	No report
1971-72	"students"
1974	Karen McAndrew
1975-76	Karen McAndrew
1977	(1) Chausse (2) Linda R. Mansfield (2) Sandy L. Post
1978	(1) K. Chausse (2) Linda R. Mansfield (2) Nora Sabo
1979	(1) Jane Horton (1) Diane Pippa (1) Betsy Sussman (2) David Dietel (2) James Haas (2) William Levo
1980	(1) Mary Hoy (1) Diane Rippa (1) Betsy Sussman (2) David Dietel (2) Steven Huber (2) Edward Rufus
1981	(1) Mary Horan (1) Audrey Richards (2) Dave Dietel (2) Scott Healy (2) Gregory J. Kindrat (2) Joel M. Rippa

1981	(1) Mary Horan (1) Diane Rippa (1) Betsey Sussman (2) David Dietel (2) Steven Huber (2) Edward Rufus
1982	(1) Mary Horan (1) Audrey Richards (2) David Dietel (2) Scott Healy (2) Gregory J. Kindrat (2) Joel M. Rippa
1982	(1) Laurie Spaulding (1) Mary Horan (2) Michael Brown (2) Lee Clarke (2) Ken Lark (2) Richard Riker (2) Joel M. Rippa
1983	(1) Mary Horan (1) Laurie Spaulding (2) Paul LaPrise (2) John McCarthy (2) Michael Philip (2) Richard Riker (2) Joel M. Rippa (2) Morris Singer
1984	(1) Mary Horan (1) Laurie Spaulding (2) John McCarthy (2) Michael Philip (2) Richard Riker (2) Joel M. Rippa (2) Morris Singer (2) No report
1986	(1) Gilbert Crawford (1) Clint Eugene (1) Gary Stiffler (2) Donald Hall (2) Jack Keller (2) Eric Lehner (2) Joel M. Rippa (2) Morris Singer (2) No report
City Directories now change to phone book	
1987	P. Heller

1990	No information
1992	Marjorie Davidson

Orthophotographs 206 East Avenue



1978



1988



2000



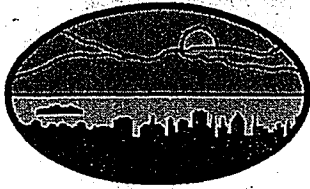
2004 color



2004 B&W



2013



**ZONING REQUEST DENIAL
CERTIFICATE OF APPROPRIATENESS**

City of Burlington, Vermont
Department of Planning and Zoning

Application Date: 1/18/2011

Appeal Expiration Date: 2/24/2011

Project Location: 206 EAST AVENUE

District: RL

Owner: JOEL RIPPA
Address: P O BOX 8288
ESSEX JCT, VT 05451

Ward: 1

Telephone:

Tax ID: 051-1-024-000

Project Type: Residential - Addition/Expansion

Project Description: New three car garage, remodel existing garage into two bedroom and bath, third floor deck, new exterior stairs.

Construction Cost:	\$40,000	Lot Size (Sq Ft):	17,424
Net New Square Feet:	0.00	Net New # of Housing Units:	0
Existing % Lot Coverage:	0.00	Existing # of Parking Spaces:	0
Proposed % Lot Coverage:	0.00	Proposed # of Parking Spaces:	0
Net New % Lot Coverage:	0.00	Required # of Parking Spaces:	0

Zoning Permit #: 11-0560CA

Decision Type: Administrative

Level of Review: 2

Decision: Denied

See Reasons for Denial

Decision Date: February 9, 2011

Project File #: 11-0560CA

Zoning Administrator

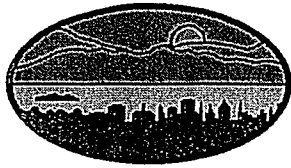
An interested person may appeal a decision of the Zoning Administrator to the Development Review Board until 4 pm on February 24, 2011.

Fee Type	Amount	Paid in Full	Balance Due:	\$180.00
Application Fee:	\$190.00	Yes	Date Paid:	_____
Development Review Fee:	\$180.00	No	Check #	_____
Impact Fee:	Not Applicable			

Building Permit Required: **Not Applicable**

Received by: _____

Date: _____



City of
Burlington, Vermont
149 Church Street

Zoning Permit - COA Level II – Reasons for Denial

ZP #: 11-0560CA

Tax ID: 051-1-024-000

Issue Date: February 9, 2011

Decision: Denied

Property Address: 206 EAST AVENUE

Description: New three car garage, remodel existing garage into two bedroom and bath, third floor deck, new exterior stairs.

Reasons for Denial:

Section 3.2.2 Application Types and Submission Requirements

6. *Depending on the nature, location, type, use and/or size of the proposed development, the issuance of a zoning permit may also be subject to additional application, review, and submission requirements pursuant to Article 3, 4, 5, and 8.*

...The issuance of a zoning permit pursuant to Sec. 3.2.9 for a COA Level II application requires review and approval by the DRB pursuant to Sec. 3.2.8, or by the administrative officer pursuant to Sec. 3.2.7, based on conformance with the applicable district use and dimensional standards found in Art. 4, parking requirements found in Art. 8, and the applicable Site Plan Review and Architectural Review development standards found in Art. 6.

The applicant has not submitted sufficient documentation to continue review of additional living space for a triplex, as no zoning permit approval has been forwarded confirming the additional of another dwelling unit to an existing duplex. Additionally, inadequate information has been submitted relative to dimensional standards required by this section.

Section 3.2.5 Completeness of Submission, Administrator's Action

An application for a zoning permit shall not be complete until all submission requirements have been provided to the satisfaction of the administrative officer. The administrative officer shall take action with regard to a complete application within 30 days.

A letter was mailed to the applicant January 24, 2011 asking for confirmation of zoning permit approval for a third unit. The zoning permit history does not demonstrate approval of an additional residential unit, but defines the property as a duplex. As the applicant has not provided information confirming zoning permit approval for a third unit per the deadline of February 7, 2011, the application is incomplete.

Department of Planning and Zoning

149 Church Street
Burlington, VT 05401
<http://www.ci.burlington.vt.us/planning/>
Telephone: (802) 865-7188
(802) 865-7195 (FAX)
(802) 865-7142 (TTY)

David White, AICP, Director
Ken Lerner, Assistant Director
Sandrine Thibault, AICP, Comprehensive Planner
Jay Appleton, GIS Manager/Planner
Scott Gustin, AICP, Senior Planner
Mary O'Neil, AICP, Associate Planner
Nic Anderson, Zoning Clerk
Elsie Tillotson, Department Secretary



January 24, 2011

Mr. Joel Rippa
P.O. Box 8288
Essex Vermont 05451

Dear Mr. Rippa,

I am the project manager assigned to your permit request relative to 206 East Avenue, Burlington. Upon zoning review, I noted the following problems with your application:

1. Zoning permit records indicate the property's use is a duplex:
 - (a) Zoning permit application June, 1971, convert 2 family house to realtor's office, 2nd floor to 2 apartments, 3rd floor into apartment; (9 parking spaces proposed.) **Denied.**
 - (b) Zoning permit 81-358, March 1981; add dormer on north and south sides of the roof. Outside stairway for safety. No change in building size or property use (2 family home.) **Approved.**
 - (c) Zoning permit 83-191; Construct a 28' x 28' addition to the **existing duplex** to be used for a garage and additional living space. Supplemental narrative details that "the room above the garage will be connected to and at the same level as the first floor apartment. This room will provide an additional bathroom, increased living space and additional insulation for the first floor apartment." **Approved May 1983.** (4 parking spaces.)
 - (d) Zoning permit 97-019; Construction of a third story deck on top of the existing second floor flat roof. Proposal includes connecting the deck with a stair to meet the existing stair system on the side of the **duplex**. No increase in coverage or change in use. **Approved July 1996.** (4 parking spaces.)
2. A review of permits issued by the Department of Public Works indicates the following:
 - (a) Building permit 2011460, July 2001. Replace deck; No change in use.
 - (b) Electrical permit 2022739, December 2002, new wiring for smoke detectors in 3 **units.**

The last use for this property according to permit records is a duplex. Within the low density residential zone (RL), 3 or more dwelling units is not a permitted use. As no zoning permits can be identified that allowed a change of use from a duplex to a triplex, it appears that the description of this property as a three unit residential use does not conform to the zoning record, and may well be in violation of the Comprehensive Development Ordinance. Therefore, as submitted, processing of the current application cannot be continued until such time as it can be demonstrated that a valid change-of-use permit for 206 East Avenue is issued. Please submit confirmation of such use before February 7, 2011. Absent any supporting material, your application will be denied, and this information forwarded to Code Enforcement for further investigation.

If I can be of any further assistance, please contact me directly at 865-7556.

Cordially,

Mary O'Neil

ZONING PERMIT
Burlington, Vermont

Application Date: 07/12/96

Appeal Exp. Date: 07/31/96

Project Location: 206 EAST AVE

Zone: RL

Ward: 1

Owner/Applicant Name: Joel Rippa

Address: P.O. Box 4045
Burlington, VT 05401

Telephone: 802-864-7160

Project Description: Construction of a third story deck on top of the existing second floor flat roof. Proposal includes connecting the deck with a stair to meet the existing stair system on the side of the duplex. No increase in coverage or change in use.

Estimated Cost of Construction: \$1200.00

Lot Size:

Net New Sq.Ft.:

Net New # of Housing Units:

Existing % Lot Coverage:

Existing # of Parking Spaces: 4

Proposed % Lot Coverage:

Proposed # of Parking Spaces: 4

Required # of Parking Spaces: 4

Zoning Permit #: 97-019

Application Fee: \$25.00 Y

..... Kenneth Lerner
Zoning Administrator

An interested person may appeal a decision of the Zoning Administrator to the Zoning Board of Adjustment within 15 days of final action.

Decision: APP Decision Date: 07/16/96

V#:

ZBA #:

ZBA Decision Date: / /

Conditions: Approval subject to standard permit conditions 1-14.

Applicant Signature:

Burlington Planning and Zoning
135 Church Street
Burlington, VT 05401

(802) 865-7188 (865-7142 TDD)

RECEIVED
JUL 12 1996
DEPT. OF
PLANNING & ZONING

✓ PROJECT ADDRESS: 206 East Ave

BASIC ZONING PERMIT

✓ Property Owner: S. Alexander Rippa
✓ Owner's Address: 43 Pinicle Pr., S. Burl
✓ Phone: 863-3826

✓ Applicant: Joel Rippa
✓ Applicant's Address: P.O. Box 4045, B
✓ Daytime Phone: 864-7160

Zone: RL Ward: 1 Construction Cost: \$ 1200. -

✓ Existing Use of Property: ☐ Single Family ☒ Duplex ☐ Other

✓ Proposed Use of Property: ☐ Single Family ☒ Duplex ☐ Other

✓ Description of work proposed: Construction of 11x13 Pressure treated d
with 42" high balustrade rail over an existing 2nd floor r
A pressure treated stair will connect this deck to the existing ext
stairway.

DIMENSIONS: (footprint size, ie. 24'x40' = 960 sf)

Lot Size: _____ = _____ sf Principal Structure _____
Parking/Drive/Walkways _____ sf Accessory Structure _____
Proposed Additional Building: _____ sf Proposed Additional Parking/Drive: _____

COVERAGE:

Existing total coverage _____ % Proposed total coverage _____

HEIGHT:

Existing Structure: _____ ft. Proposed Structure/Addition: _____

PARKING: (number)

Existing Spaces: _____ Proposed Spaces: _____ Required Spaces: _____

✓ **SETBACKS:** (those affected)

Existing
Front _____
Side Left 5'
Side Right _____
Rear _____

Proposed

✓ Signature: J.M.R.

Date: 7/12/96

An interested person may appeal the decision of the Zoning Administrator within 15 days of final action to the Zoning Board of Adjustment.

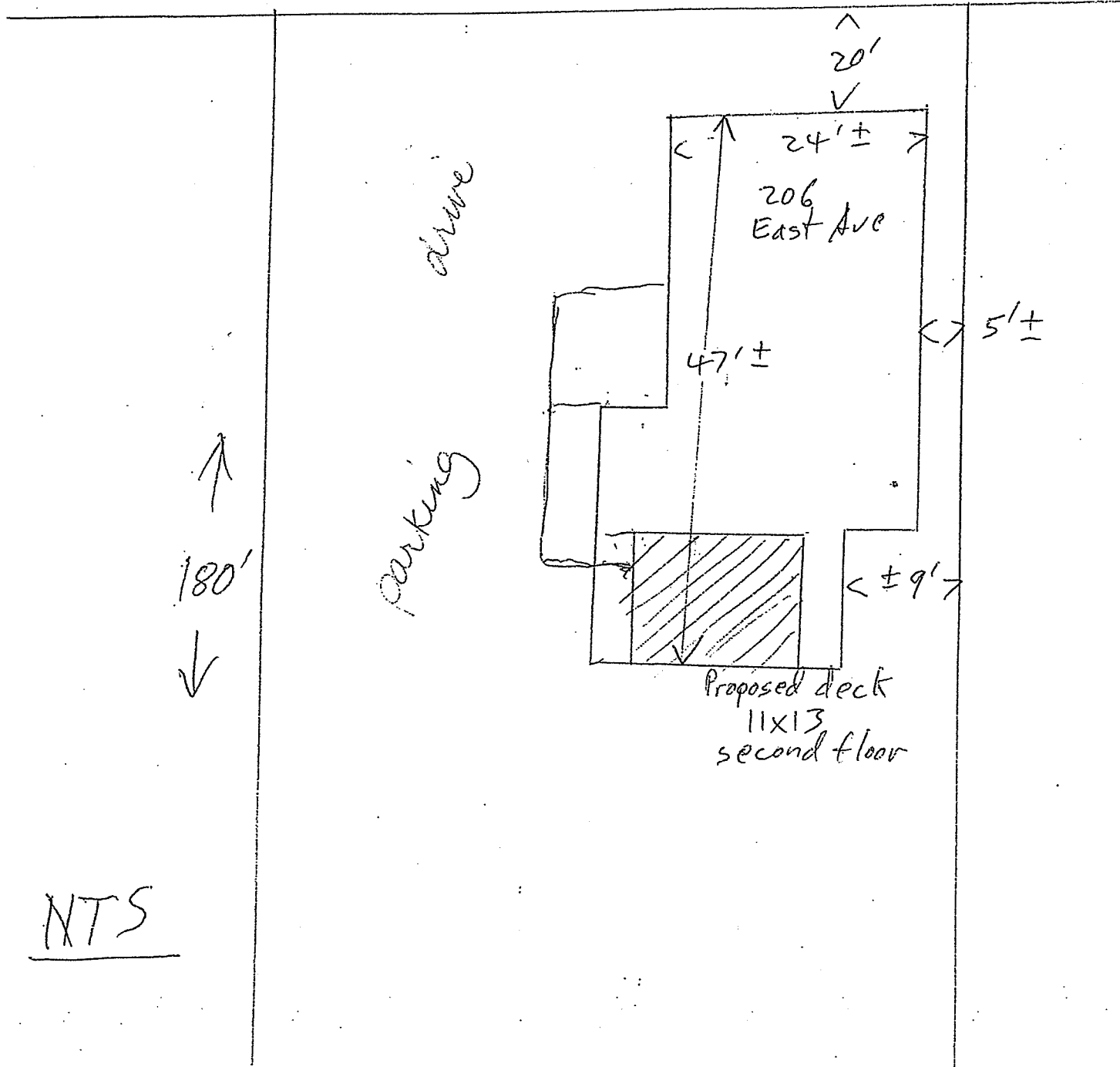
RECEIVED
JUL 12 1996
DEPT. OF
PLANNING & ZONING

← East Ave →

100'

K

X



NTS

09:33

3000

Technical drawing of a rectangular frame. The drawing includes a scale bar at the top right labeled "1:100". The frame is defined by a series of parallel lines. Dimensions are indicated by arrows and numbers: the top horizontal dimension is 100, the right vertical dimension is 100, and the bottom horizontal dimension is 100. The left vertical dimension is also 100. The drawing is oriented horizontally.

009157122933
 799157122933
 FASB CDPLX HB
 FEDERAL RESERVE
 BOARD OF GOVERNORS
 400 MICHIGAN AVENUE
 SEATTLE, WASH 98101

PROPERTY CHARACTERISTICS

STANDARD TYPICAL
WOOD SLAB ID
SIP PANEL FULLERATH
SIP PANEL FULLERATH

08
09
10
11
12
13
14

100-1000

[illegible]

①

James Earl Ray - Simon & Schuster

Category	Count
TOTAL	107,356
60,336	

CCC	FTG	SIZE	SADJ	SITE DATA AND VALUATION		MRKT	DP TH	VT	VALUE	INDICATION	VALUE	INDICATION	VALUE	INDICATION
				RATE	ADJUSTMENTS									
		17,424.00	1.00	2.90	.00	.00	.00	N	28,135					
										CCST	108,467	0	0	0
										CCRA		0	0	0
										ONTAS		0	0	0

ZONING PERMIT

Burlington, Vermont

Permit # 83-191

PROJECT LOCALE 206 East Avenue

ZONE R-6

Applicant/owner Rippa, S. Alexander

Address 88 Spear Street

Telephone No. 863-3826 Joel R.

Existing use of property duplex

Estimated Cost \$12,000.00

DESCRIPTION

To construct a 28'x28' addition to the existing duplex to be used for a garage and additional living space.

TECHNICAL

lot size 20,000 sq. ft
parking and drive 2250

bldg. size 1050 sq. ft
addition 784 sq. ft

20 % lot coverage
N/A

PARKING

exist 4 proposed 4 required 4

N/A

YARDS

front 15 side 5 rear 5

N/A

SIGNS

type _____ height _____ area _____
linear frontage _____ illuminated _____

N/A X

DECISION

approved _____ denied _____ referred to ZBA _____
denial reason _____

APPEALS

An interested person may appeal the decision of the Zoning Administrator within 15 days of final

APPLICATION DATE 5/11/83 APPEAL EXP. DATE 5/26/83

SIGNATURES

APPLICANT S. Alexander

ZONING ADMINISTRATOR _____

CERTIFICATE OF APPROPRIATENESS

COA # _____

LEVEL OF REVIEW

I _____ II _____ III _____

TYPE OF REVIEW

siteplan _____ design _____ subdivision _____

COMPLETE APPLICATION

fee _____

DISTRICT

historic _____ innercity _____ regional core _____ waterfront _____

DECISION

DATE _____ DENIED _____ APPROVED _____

APPROVED WITH CONDITION _____

APPEALS

An interested person may appeal a decision of The Planning Commission to the Superior Court of the County in which is located the property at issue in the decision.

SIGNATURE

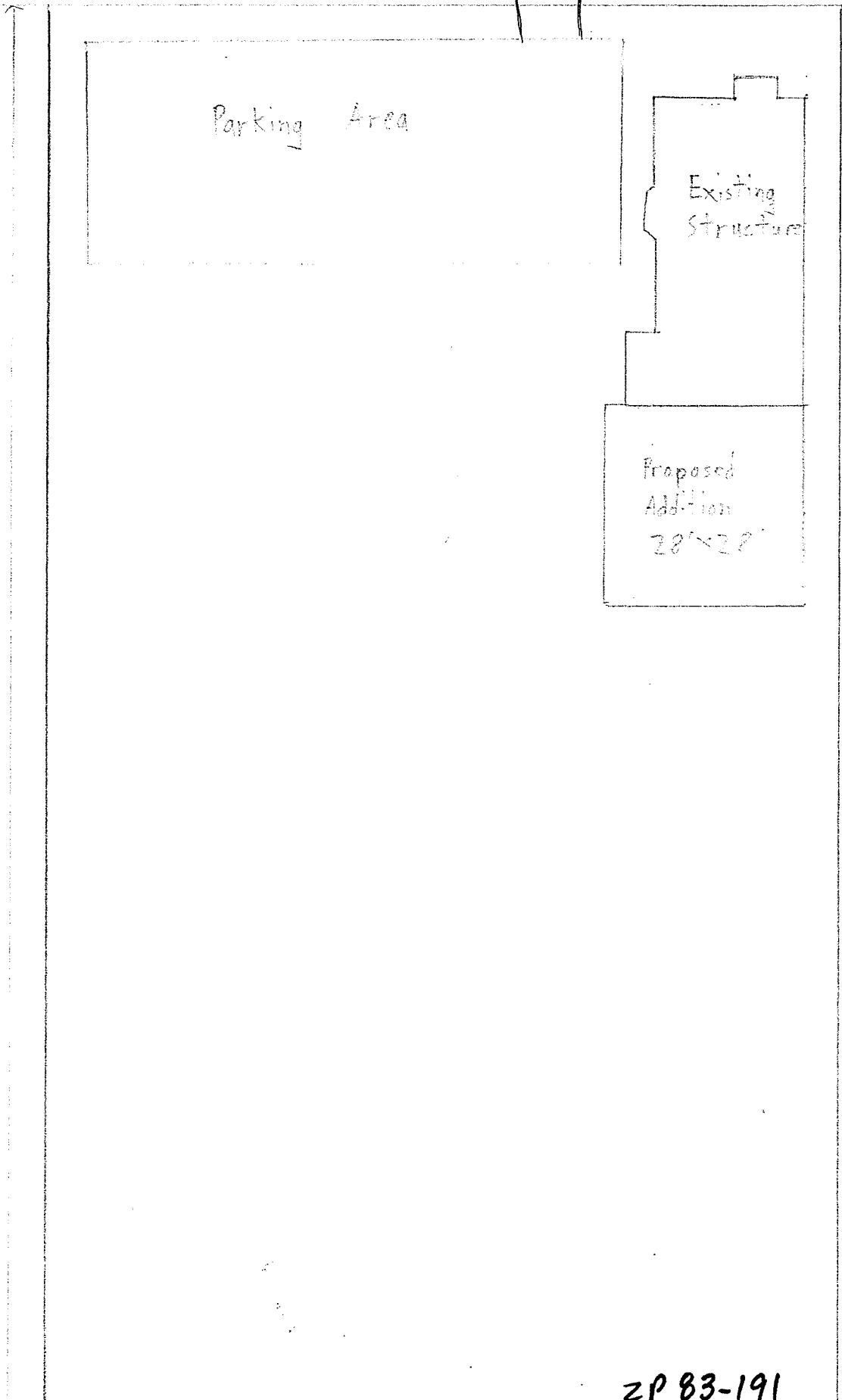
Planning Director _____

100 ft

200 East

East Avenue

100 ft from



No

Parking Area

Existing Structure

Proposed Addition

20' x 20'

200 ft

2083-191

Proposed addition at 206 East Avenue:

28'x28' Garage with room above to be connected to existing structure,

The garage will be at basement level and will provide additional storage and parking.

The room above the garage will be connected to, and at the same level as, the 1st floor apartment. This room will provide an additional bathroom, increased living space, and additional insulation^① for the first floor apartment.

Construction will be performed with energy conservation in mind. The walls will be 2x6 with R20 insulation. The roof and clapboards will match existing structure.

ZONING PERMIT

BURLINGTON
VERMONT

PROJECT LOCALE 206 East Ave. ZONE R-6

applicant/owner Alexander Rippa address 206 East Ave.

tel. 863-3826 existing use of property 2 family home

estimated cost \$7000.00 signature Alexander Rippa

nature of work ☒ new const. ☐ addition ☐ change in use

TECHNICAL lot size NA sq. ft.

bldg. size NA ft. x NA ft.

NA % lot coverage

parking & drive NA sq. ft.

addition NA sq. ft.

PARKING exist/proposed/required NA / NA / NA

YARDS front/side/rear NA / NA / NA

DESCRIPTION

add dormer on north & south sides of the
roof. Outside stairway for safety. There
will be no change in building size.

SIGNS

type NA height NA

area NA illuminated NA

DECISION approved ☐ denied ☐ referred to zba ☐
denial reason NA

* an interested person may appeal the decision of the
zoning administrator within 15 days of decision.

application date Mar. 4, 1981

appeal exp. date Mar. 19, 1981

no. 81-358

NOTICE OF APPEAL TO ZONING BOARD OF ADJUSTMENT
CITY OF BURLINGTON, VERMONT

NAME Paul E. Chausse

ADDRESS 20 St Paul St. Burl. VT

ADDRESS OF PROPERTY REFERRED TO IN APPEAL 206 East Ave

APPEAL FROM DECISION OF ZONING ADMINISTRATOR AS OF _____
date

OFFICE
3 apts.
GROUNDS OF APPEAL: CONVERT. 2 Family house To
1st Floor REALTOR OFFICE, 2nd FL. 4 RM APT
into 2 - 2 1/2 RM APTS, 3rd FL. into 3 RM APT
lot is 90' x 200' MAKE PARKING SPACES FOR 8-12
CARS, AS REQUIRED BY ZONING BOARD.
Sign Colonial Motif. 27' x 36' Low Lighting For REALTOR OFFICE

SIGNED

Paul E. Chausse

APPELLANT

RULES REGARDING APPEALS

1. ALL APPEALS FROM THE DECISION OF THE ZONING ADMINISTRATOR SHALL BE MADE IN WRITING ON THE ABOVE FORM PROVIDED BY THE ZONING BOARD ADMINISTRATOR PRIOR TO THE NEXT REGULAR MEETING OF THE BOARD OF ADJUSTMENT.
2. PLANS, SPECIFICATIONS AND PLOT PLANS SHALL ACCOMPANY ALL APPEALS.
3. THE PERSON (OR HIS REPRESENTATIVE) APPEALING TO THE BOARD SHALL APPEAR AT THE MEETING OF THE BOARD OF ADJUSTMENT WHEN HIS APPEAL IS CONSIDERED.
4. FEE OF \$20.00 MUST ACCOMPANY NOTICE OF APPEAL.
5. BOARD OF ADJUSTMENT MAY REQUIRE GIVING OF NOTICE BY MAIL.

UPON THE FILING OF AN APPEAL WITH THE BOARD, SUCH APPEAL WILL AUTOMATICALLY STAND FOR HEARING AT THE SECOND NEXT SUCCEEDING REGULAR MEETING OF THE BOARD, UNLESS THE BOARD OTHERWISE ORDERS.

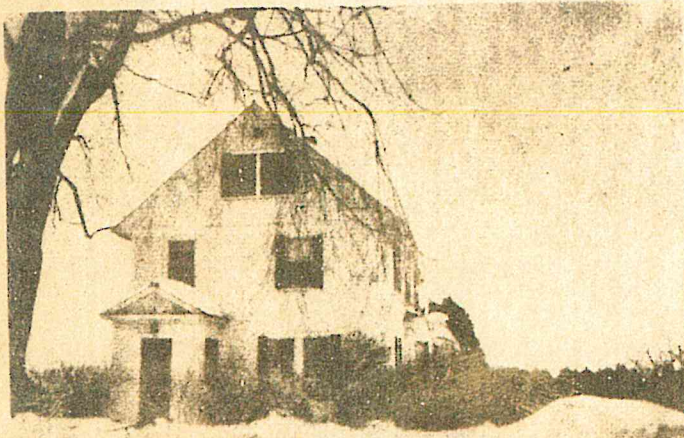
DATE OF MEETING _____

DATE OF PUBLIC HEARING 6/1/71

DECISION OF BOARD

Denied

(THE ZONING BOARD OF ADJUSTMENT MEETS REGULARLY THE FIRST AND THIRD TUESDAY OF EACH MONTH IN THE CITY COUNCIL ROOM, CITY HALL, AT 4:00 P.M.)



MLS

PAUL E. CHAUSSE
RES. 50 CRESCENT BEACH DR. 864-4194
REALTOR & APPRAISER

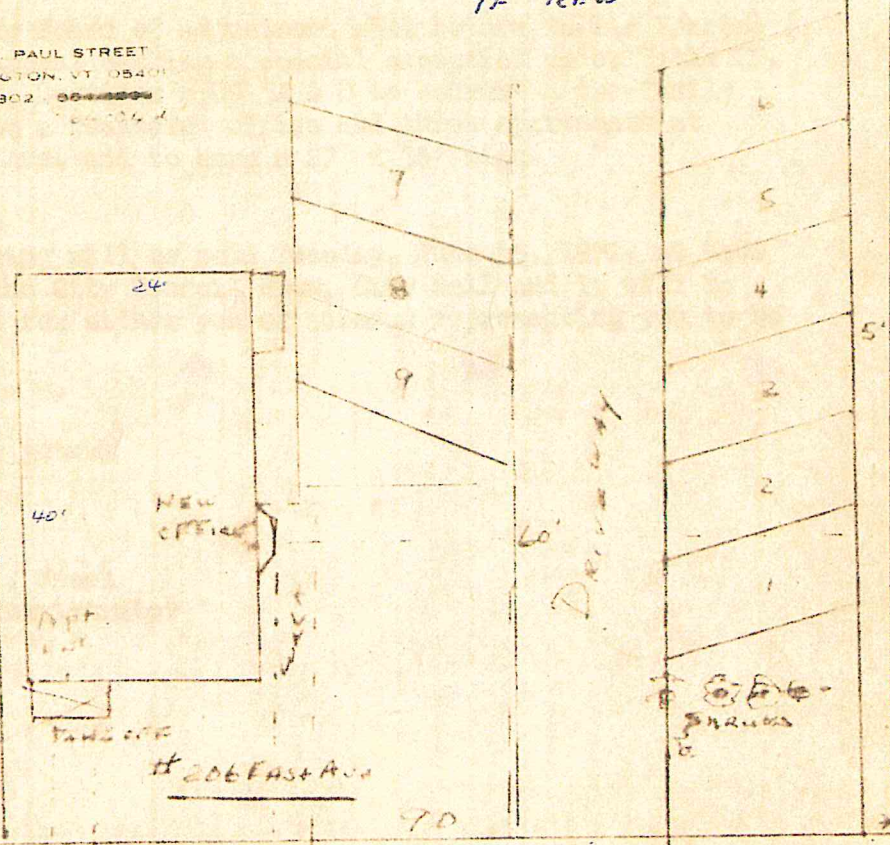
20 ST. PAUL STREET
BURLINGTON, VT 05401
CHAUSSE REAL ESTATE CO. OFF. 802. 864-2294

I. INTEREST
RESTORE, NOT
REMODEL, THE
PROPERTY, EXTERIOR.

WOULD LIKE
OFFICE, SIGN
ON FRONT LAWN

N. ←

LIGHTED UNTIL
11 PM - 4 in LIGHTS
SIGN 27x36



EAST AVE

EXISTING COLOR
8000000000

COULD BE MORE
IF REQUIRED

To the members of the Zoning Board:
Since I will be out of town on

June 15, I would like to have your

written statement to express my
concern about the zoning variance
requested at 206 East Avenue. I

Mr. Paul E. Chausse
20 St. Paul St.
Burlington, Vermont

Dear Mr. Chausse:

The Zoning Board of Adjustment voted to deny your appeal seeking
a special exception under Title 27, Chapter I, Sections 5609 5A
& D to convert a two-family house at 206 East Ave. into a realtors'
office and three apartments and to have a 27" x 36" sign, as they
felt this would be detrimental to the neighborhood and would
start "spot" zoning.

This action was taken after the Public Hearing held June 1, 1971.

"Findings of Fact" will follow.

Sincerely yours,

Raymond A. Wheel
Zoning Administration

RAW/abr

MEETING OF ZONING BOARD OF ADJUSTMENT

June 15, 1971

Members present: Mr. John Buchan, Miss Maureen McNamara and Mr. Robert Desautels.

As Chairman, Mr. James Roach was not present, Mr. Desautels made the motion that Mr. Buchan be acting chairman. Miss McNamara seconded the motion and it was carried unanimously.

Mr. Buchan opened the meeting at 4:00 P.M. with the Public Hearing on the appeal of Paul Cousino seeking a special exception under Title 27, Chapter I, Section 6509-5A to convert a six apartment house at 25-27 Conger Ave. into eight apartments. Mr. Cousino presented plans which he explained to the Board stating there would be no external changes. He explained the two extra apartments would be on the fourth floor, one in the front and one in the rear - the one in front to be two rooms and the one in the rear, three rooms. He presented a plot plan showing the necessary parking. No one appeared in objection.

After consideration by the Board, Miss McNamara made a motion that this appeal be approved. Mr. Desautels seconded the motion and it was carried unanimously.

Mr. Buchan then opened the Public Hearing on the appeal of Paul Cousino seeking a special exception under Title 27, Chapter I, Section 6509-5A to convert a seven apartment house at 29-33 Conger Ave. into ten apartments. Mr. Cousino again presented plans which he explained to the Board stating that he wished to make an additional apartment on the third floor and to convert the existing store into two apartments. He stated the first floor apartments would contain two rooms - a bedroom-living room combination and a kitchen and dining area; that the third floor apartment would be three rooms - living room, bedroom and kitchen. No one appeared in objection.

After consideration by the Board, Mr. Desautels made the motion that this appeal be approved. Miss McNamara seconded the motion and it was carried unanimously.

The Public Hearing on the appeal of Michael Martello seeking a special exception under Title 27, Chapter I, Section 6509-5A to convert a one-family home and a beauty shop at 45 No. Winooski Ave. into five apartments was opened. Mr. Phil McCourt of Lang Associates represented Mr. Martello and stated this was an eleven room house and they would like to have three apartments on the first floor and two apartments on the second floor. He presented plans showing the layout of the proposed apartments, and stated new partitioning would be put in for the third apartment in the rear; that there would be separate entrances for the three apartments on the first floor and one entrance for the two apartments on the second floor with egress for fire safety over the first floor rear apartment and over two porches for the front apartment. He stated that presently there is a beauty shop on the first floor and before that, this had been a two=apartment house. He presented a plot plan showing the parking which he stated would be paved. No one appeared in objection.

After consideration by the Board, Miss McNamara made the motion that this appeal be approved. Mr. Desautels seconded the motion and it was carried unanimously.

Mr. Buchan then opened the Public Hearing on the appeal of Paul E. Chausse seeking a special exception under Title 27, Chapter I, Sections 6509 5A and D to convert a two-family house into a realtor's office and three apartments at 206 East Ave. and to have a 27" by 36" sign. Mr. Chausse presented pictures of the property and plans of the proposed conversion and stated that he would like to restore, not remodel, the exterior of the property. He stated this is a two-story, white, early-American house and very pleasing to look at. He stated they intended to do expensive restoration on the exterior to make it appeal like it was when first built. He then presented a plot plan showing nine parking spaces and stated they could have more, if necessary. He stated this proposed move is caused primarily by his being forced to vacate the property at 35 St. Paul St. at the corner of Cherry St. which was a very nice office. They place they occupy now, he stated, is strictly make-shift as the Urban Renewal was pressing them to move. He stated that he believed it would not be detrimental to the values of the property adjacent or across the street or anywhere in the area. He stated he did not believe it would affect the traffic on East Ave. as 92 to 94 percent of their contacts were made over the phone so traffic would not be increased.

Mr. Buchan read a letter from Alice Cook of 64 Bilodeau Court and one from Mrs. Susan Alden, 45 Bilodeau Parkway stating they were against the granting of this special exception ; that this would be undesirable in this residential neighborhood and would set a dangerous precedent.

Mr. Harold Schultz of 225 East Ave., Mr. Charles Stankevich, 246 East Ave., Mr. William Leach, 37 Bilodeau Ct., Mrs. Susan Alden, 45 Bilodeau Parkway, Dr. J. B. McGill, 154 East Ave., Mrs. Edith O'Brien of 192 East Ave. all spoke in protest of this appeal stating this would be very undesirable and set a dangerous precedent; that this is a nice looking street in a good section of the city and they would like to keep it that way. They stated that there are many vacant buildings down town that are zoned for offices and there is more available parking down town; that there is no need for this type of thing.

After further consideration by the Board, Mr. Desautels made the motion that this appeal be denied as it was felt this would be detrimental to the neighborhood and would start "spot zoning". Miss McNamara seconded this motion and it was carried unanimously.

Respectfully submitted,

Anna B. Remillard

Anna B. Remillard
Clerk of the Board

RECEIVED
JAN 23 2018

206 East Avenue LLC, Zoning Permit Application, Dated January 23, 2018

DEPARTMENT OF
PLANNING & ZONING

Background and Proposal

Applicant requests Conditional Use approval for the addition of a third dwelling unit to a two-unit structure legally in existence as of January 1, 2007, pursuant to § 4.4.5(d) 5.A. of the Comprehensive Development Ordinance (“CDO”).¹ The City’s Department of Planning and Zoning permit history has repeatedly identified the Property as duplex since at least 1971. Although a third unit at the Property has been documented by Code Enforcement for the purposes of rental billing since at least 1986 and by the Assessor’s office for the purposes of tax assessment since at least 1985, Planning and Zoning does not have record of zoning approval of such unit. However, since the Property can comply with all applicable zoning requirements, Applicant merely seeks the approval allowed pursuant to § 4.4.5(d) 5.A. There will be no physical changes to the structures on the Property, however, the Applicant will be removing impervious paved areas sufficient to meet the lot coverage requirements.

While the wording of this section indicates that Conditional Use approval must be obtained in advance of the addition of a third unit, there is absolutely nothing preventing application of this provision “after the fact” to approve a third unit that has been in existence for decades. To conclude otherwise would lead to an absurd result whereby a landowner may obtain approval for a use if it is not already in place, but may not obtain approval for that same exact use just by virtue of it having already been in place. Moreover, as land use regulations are to be narrowly construed in favor of a landowner, any ambiguity in the application of this section should be read in favor of the Applicant to allow this Conditional Use review and approval of the existing third unit.

Density

Pursuant to § 5.2.7(a)(1), up to three dwelling units are allowed on the Property. The allowable density is calculated as follows:

lot size 17,424

Start with three dwelling units

✓

Gross site area expressed in acres: 20,328 sf/43,560 sf = 0.467 acres

Divide three units by gross site area: $3 \div 0.467 = 6.42$ (round down to 6 units)

6 units/acre is less than the 7 units/acre allowed in RL Zoning District (Table 4.4.5-2).

We note that Table 4.4.5-2 contains an ambiguous footnote regarding inclusion or exclusion of streets that seemingly contradicts the calculation method set forth in § 5.2.7(a)(1). Specifically, the Table appears as follows:

¹ “A. Additional Unit to Multi-Family.

One additional unit may be added to structures located in the RL district which legally contained two or more units as of January 1, 2007, if approved in advance as a conditional use, by the DRB.” CDO § 4.4.5(d) 5.A.

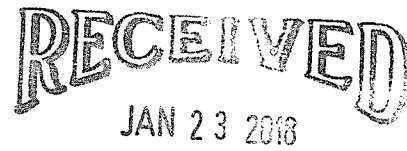


Table 4.4.5-2: Base Residential Density

District	DEPARTMENT OF PLANNING & ZONING Maximum dwelling units per acre ¹
Low Density: RL, RL-W	7 units/acre
Medium Density: RM, RM-W	20 units/acre
High Density: RH	40 units/acre
Inclusive of new streets but exclusive of existing streets, and without bonuses or any Inclusionary Zoning allowances.	

The density calculation specifically provides that the number of units “*shall* be divided by the *gross site area*,” with gross area being defined to include the street rights of way (emphasis added):

1. Density Calculation: The total number of dwelling units provided on a development site, or portion of the site where split by a zoning district boundary, shall be divided by the **gross site area** expressed in acres. In calculating the number of residential units permitted, fractional units of less than five-tenths (0.5) shall be rounded down to the nearest whole number and fractional units of five-tenths (0.5) or greater shall be rounded up to the nearest whole number. Any rounding of fractional units shall be limited to a single final calculation for any development.

CDO § 5.2.7(a)(1) (emphasis added).

CDO § 13 defines “**Area, Gross**” as:

“The total area of a lot or parcel of land including street rights of way and other publicly dedicated improvements such as parks, open space, and stormwater detention and retention facilities. “Gross area” is expressed in either acres or square feet. (Also “considered gross leasable” where applicable).”

Therefore, for purposes of calculating density, we believe the correct calculation is to include the adjacent area within the street right of way. The Property is 88 feet wide and 231 feet deep, as measured from the centerline of the public right of way to rear property line, resulting in a gross area of 20,328 square feet. *See Exhibit 1.*

Other Dimensional Requirements

As noted above, Applicant does not propose any physical changes to the Property, except for the reduction of paved area discussed below. Moreover, all buildings have been approved and in existence for at least 15 years. Applicant is agreeable to removing some of the existing impervious paved surfaces to reduce the overall lot coverage. Below is a table with the applicable dimensional requirements and the corresponding existing and proposed dimensions at the Property.



Dimensional Standard	Requirement	Existing	Proposed
Lot Size	6,000 sf	17,424 sf	17,424 sf
Lot Frontage	60'	88'	88'
Max. Lot Coverage ²	35% + 10% accessory ³	42.75% (7,448 sf) + 3.55% Accessory (618 sf)	35% (6,098 sf; 1,350 sf reduction) + 3.55% Accessory (618 sf)
Setbacks⁴			
Front Min/Max	Ave. of 2 adjacent lots on both sides +/- 5-feet (14.5' +/- to sidewalk)	18' +/- to sidewalk	18' +/- to sidewalk
Side Min	10% of lot width (8') or ave. of side yard setback of 2 adjacent lots on both sides	Northerly side: 5 feet Southerly side: 51 feet from southerly lot line to deck and 3 feet to driveway	Northerly side: 5 feet Southerly side: 51 feet from southerly lot line to deck and 5 feet to driveway
Rear Min	25% of lot depth but in no event less than 20'	79.5' +/-	96.75' +/-

In order to comply with the Lot Coverage requirements and side yard setback for driveway, the Applicant will be removing:

1. The parking space in the front yard in front of the house (144+/- sf)
2. Two-foot-wide strip of pavement along the 119-foot length of pavement on south line in order to increase the setback to five feet (238+/- sf)
3. 17.25-foot-wide section of pavement along the 58-foot length of parking lot along the rear of the property (1,000+/- sf)

To ensure adequate width of the driveway between the front and rear parking areas following the removal of the two-foot-wide strip of pavement near the southerly boundary, a two-foot-wide strip of the southerly edge of the green "island" will be graded and paved (+32+/- sf paved).

See Exhibit 2, Proposed Coverage Site Plan.

² See Exhibit 3 for list of features and associated coverage.

³ An additional ten per cent (10%) lot coverage may be permitted for accessory residential features [per (d)3A]. Measurement of and exceptions to coverage, setback, and height standards are found in Art 5. Table 4.4.5-3. Eligible features include decks, patios, porches, terraces, and walkways.

⁴ Walkways "may project into required yard setback," § 5.2.5(b)(2), and 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." § 5.2.5(b)(4).

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Parking

The Property currently provides, and will continue to provide, more than the 6 (six) parking spaces required pursuant to Table 8.1.8-1 (Minimum Off-Street Parking Requirements).

Conditional Use Review Criteria under § 3.5.6(b)

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.

No change from the last three decades; no meaningful impact on such facilities or services.

2. The character of the area affected 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.

No change from the last three decades. Residential use and building style, colors, and materials fit with surroundings.

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.

No change from the last three decades; no such nuisance impacts from residential use.

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.

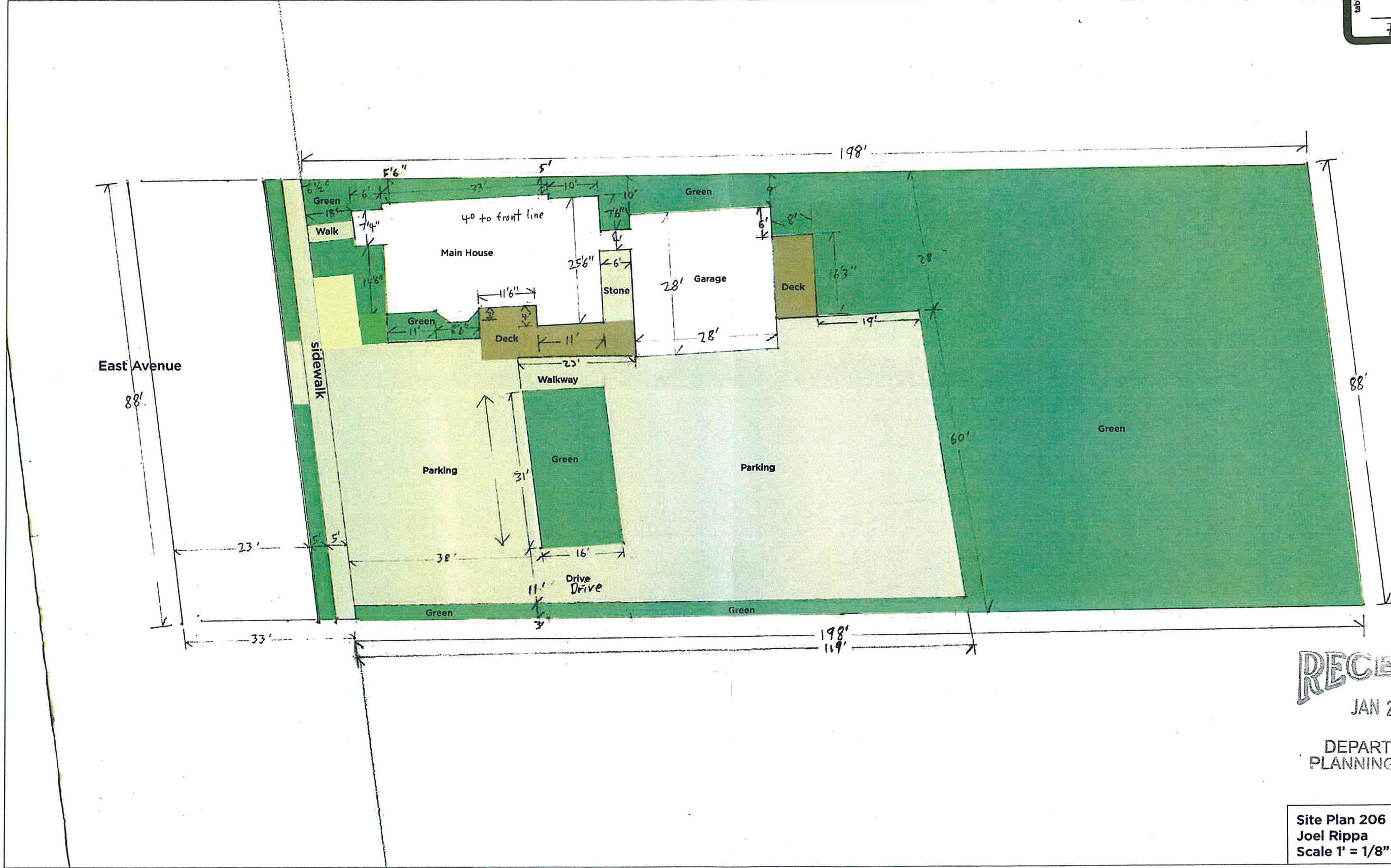
No change from the last three decades; no meaningful transportation impacts and Property provides required number of off-street parking spaces.

5. The utilization of renewable energy resources.

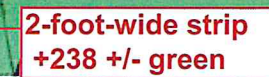
No impact.

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

No impact.



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Site Plan 206 East Av
Joel Rippa
Scale 1' = 1/8"

Rippa Zoning Permit Application
January 2018



	(sf)
Front walk	60.90
Main House	1014.10
Connector to Garage	24.00
Stone	86.19
Garage	784.00
Side deck	239.98
Back deck	131.48
Front parking space	144.00
Front parking area	1940.09
Walkway/Drive/Rear Parking	3641.44
Total coverage	8066.18

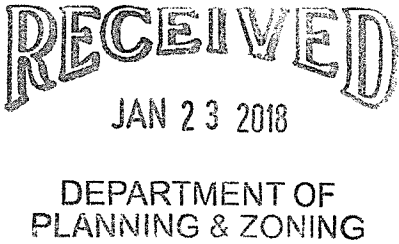
Total coverage % 46.29%

Exceptions for extra 10% lot coverage

Front walk	61.41
Side deck	239.98
Back deck	131.48
Stone	86.19
Walkway along side deck	99.00
	618.06

Portion of lot coverage 3.55%

Total coverage w/o Accessory 7448.12
42.75%



206 East Avenue
Permitting timeline (Zoning, Trades, Code)

Date	Type of permit or department note	Number	Description	Use provided	Comments
June 1, 1971	Zoning	None assigned	Convert 2 family to realtor office and 3 apartments	2 family	Denied June 15 1971.
August 22, 1978	Trades		Wiring	Not provided	
March, 1981	Zoning	81-358	Add dormer on north and south sides of the roof. Outside stairway for safety. There will be no change in building size.	2 family	Approved
March 1981	Note in Assessor's file	81-0561	"Used 2 skylights rather than dormers; turn attic into one large room for 2 nd floor apt use"		
May 1983	Zoning	83-191	Construct a 28' x 28' addition to the existing duplex to be used for a garage and additional living space. Narrative outlines "this will provide an additional bathroom and increased living space... at the same level as the first floor apartment."	Duplex	No decision on zoning record. No signature of Zoning Administrator. No approval on site plan. Includes a site plan with a parking area scaled at. 30' x 74', however lot only 100' wide.
June 1983	Building permit	847	Add 28' x 28' to duplex	Duplex	
June 1983	Note in Assessor's file	Permit #847	Add 28' x 28' addition to existing duplex. 1 st floor garage use. 2 nd floor additional living space.	Duplex	
June 1987	Assessor's record card			R3 (three unit)	
April 1986	Note in Assessor's file		Alternation made to category (R2 crossed out, R3 added), although number of living units still listed as 2. Question on form whether attic is finished. Occupancy 021 crossed out; 031 added.		Notation at garage says "Could be 3 rd apt. But shouldn't per neighbor 103.7 zoning?"
September 1993	Assessor's visit		Listed as R2 (2 units), but inspector's hand written note says "Bsmt unfin & attic full fin; 4 units - 4 gas meters.		
November 1995	Assessor's record card			Four unit	
July 1996	Zoning	97-019	Construction of a third story deck on top of the existing second floor flat roof. Proposal includes connecting the deck with a stair to meet the existing stair system on the side of the duplex. No increase in coverage or change in use. (Notation in Assessor's file on a copy of this permit: 6/8/99, N/C (no change), inactivated permit.	Duplex	Approved.

			KK. Also: "Next year probably, not going to do it." 11/8/96.		
August 1997	Assessor's record card		R4 (4 units)		
July 2001	Building permit	2011460	Replace Old Exterior Deck and Stair with New Material. No Change In Use, Design Or Footprint.		Description notes "No change in use."
December 2002	Electrical permit	2022739	Install New Wiring For Newly Installed Ac/Dc Interconnected Smoke Detectors Per City Ordinance In 3 Apartments.	3 apartments	
March 2003	Rental Registration	145130		3 units	
February 2004	Rental Billing	145130		3 units	
February 2005	Rental Billing	145130	Info field says "Number of rental units; 3" Subfolder says "Fourplex"	"Fourplex"	
March 2006	Rental Billing	145130	Info field says "Number of rental units; 3" Conditions window says "Fourplex."	"Fourplex"	
February 2007	Rental Billing	145130	Info field says "Number of rental units; 3"		
February 2008	Rental Billing	145130	Info field says "Number of rental units; 3"		
March 2009	Rental Billing	145130	Info field says "Number of rental units; 3"		
December 2009	Electrical permit		Upgrade service to add a house meter and panel and a sub panel to garage, including new service riser, meter pack, sub-feeds, sub panels. Upgrade grounding. All per NEC 2008. Coordinate with BED. **Amended 12/11/09 new work description: Install single 100a meter w/disco for apt. above garage, separate out circuits from existing panel located in garage area. Install panel box in apt. space transfer existing circuits.	"Multi-family"	Note: Trades permits have the option of selecting <i>single family, duplex or multi-family</i> under sub-type. This category does not auto-fill.
March 2010	Rental Billing	145130	Info field says "Number of rental units; 3"		09 fee outstanding
January 2011	Zoning Permit request	11-0560CA	New three car garage, remodel existing garage into two bedroom and bath, third floor deck, new exterior stairs.	Three units	Denied
January 2011	Zoning Complaint	QZ	Expanding parking area north of driveway, adding one residential unit, removing a shed from the rear yard, and site improvements (adding a dumpster and concrete pad), all without zoning approval.	Three units	
May 4, 2011	Code Enforcement	Q1	Expanding parking area north of driveway, adding one residential unit, removing a shed from the rear yard, and site improvements	Three units	Warning letter sent to owner May 5, 2011.

			(adding a dumpster and concrete pad), all without zoning approval.		
May, 2011	Code Enforcement	QZ	Expanding parking area north of driveway, adding one residential unit, removing a shed from the rear yard, and site improvements (adding a dumpster and concrete pad), all without zoning approval.		Unresolved; violation remains open.
September 2011	Mechanical/Electrical permit	MP/EC	Install new hot air furnaces	Multi-family	Note: Trades permits have the option of selecting <i>single family, duplex, or multi-family</i> under sub-type. This category does not auto-fill.
February 2012	Rental Billing	145130	Rental billing	Three units	
April 2012	Plumbing permit	PP	Install sprinkler system per NFPA	Multi-family	Note: Trades permits have the option of selecting <i>single family, duplex, or multi-family</i> under sub-type. This category does not auto-fill.
April 2012	Electrical permit	EP	New Wiring	Multi-family	
November 2012	Rental billing	145130	Rental billing	3 units	
January 2014	Rental billing	145130	Rental billing	3 units	2013 fee outstanding
September 2014	Q1 Code initial complaint		Inadequate heat in Apt. 1, bedroom converted from porch.		
February 2015	Rental Billing	145130	Rental billing	3 units	
February 2016	Rental billing	145130	Rental billing	3 units	
July, 2016	Ownership transfer / Quit Claim		Quit claim deed		Property information: Type of Building construction: Single Family Dwelling Use of Property: Other
February 2017	Rental billing	188562	Rental billing	3 units	
July 2017	Plumbing permit		Install 40 Gal High Efficiency Water Heater	Multi-family	Note: Trades permits have the option of selecting <i>single family, duplex, or multi-family</i> under sub-type. This category does not auto-fill.
January 2018	Zoning	ZP180641CU	Conditional Use request for a third residential unit.	Duplex	Under review~
February	State Agency of		Inquiry for documentation of state		No state records on

2018	Natural Resources		wastewater permit issuance for any changes of use, i.e. single family to duplex, duplex to triplex.		file for this address or owner(s).
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Department of Planning and Zoning

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Ryan Morrison, Associate Planner
Layne Darfler, Planning Technician
Anita Wade, Zoning Clerk



MEMORANDUM

To: Development Review Board
From: Mary O'Neil, AICP, Principal Planner
Date: February 20, 2018
RE: ZP18-0641CU, 206 East Avenue

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.

Project: ZP18-0641CU

Location: 206 East Avenue

Zone: RL **Ward:** IE

Parking District: Neighborhood

Date application accepted: January 23, 2018

Applicant/ Owner: Liam Murphy, Murphy Sullivan Kronk / 206 East Avenue LLC (Joel Rippa)

Request: Conditional use approval for the addition of a third residential unit to a two-unit structure.



Background:

- **Zoning Permit 11-0560CA;** New three car garage, remodel existing garage into two bedroom and bath, third floor deck, new exterior stairs. (Application defined use as three units.) **Denied** February, 2011. Applicant failure to submit documentation confirming

prior approval for a triplex, incomplete application. Decision appealed; appeal withdrawn April 2011.

- **Zoning Permit 97-019**; construction of a third story deck on top of the existing second floor flat roof. Proposal includes connecting the deck with a stair to meet the existing stair system on the side of the **duplex**. No increase in coverage **or change in use**. **Approved July 1996**.
- **Zoning Permit 83-191**; construct a 28' x 28' addition to the existing **duplex** to be used for a garage and additional living space. No decision recorded, no administrator's signature. May 1983.
- **Zoning Permit 81-358**; add dormer on north and south sides of the roof; outside stairway for safety. No change in building size. (identified as 2 family home on application.) Approved March 1981.
- Request to convert 2 family house to 1st floor realtor office, 2nd floor to 2 apartments, 3rd floor to one apartment (total 1 commercial and 3 apartments). Include sign for realtor's office. **Denied**, June 1971.



Further reference is made to the attached table and timeline of Assessor's, Code, DPW, Land Records, and Zoning records.

Overview: The owners of 206 East Avenue, through their attorney Liam Murphy, request the addition of a third residential unit per the Standards of Section 4.4.5 (d) 5. A.

The benchmark here is threefold:

1. The applicant must demonstrate that that property legally contained two or more units as of January 1, 2007;
2. The DRB has approved the request in advance as a conditional use, and,
3. The new unit count meets the density limitation for the zoning district.

The application fails on all three counts. See findings for further discussion.

There is a decision precedent for denial of a request to maintain an unpermitted residential unit at 79 Spruce Street, ZP 08-265CU, November 6, 2007. Upon appeal, the Vermont Environmental Court denied the application June 4, 2009. See *Environmental Court Summary Judgment 266-12-7 Vtec* dated Jun 4, 2009 denying approval to maintain four residential dwelling units at 79 Spruce Street.

Recommendation: Conditional use **Denial**, per the following findings:

I. Findings

Article 2: Administrative Mechanisms

Section 2.7.8 Withhold Permit

Per this standard, the applicant is required to remedy all violations and close out all zoning permits issued after July 13, 1989 prior to issuance of a Certificate of Occupancy for this permit. See attached list for guidance on open permits/violations. **Affirmative finding if conditioned.**

Article 3: Applications, Permits and Project Reviews

Section 3.1.2 Zoning Permit Required

(a) Exterior work

3. Change of use or expansion of use.

There are no zoning permits on file for any change of use or expansion of use. Land records refer to the property as “a dwelling house” up to 1978. (1911 Chauncy Brownell to Lucy Rowe, 62:185; 1963 Fellow to Maynard, 164:472; 1978 1971 Maynard to Chausse 205:293; 1978 Chausse to Rippa, Burlington Land Records, 254: 255-256). The 1962 Burlington Zoning Ordinance made a distinction between single family and duplex; therefore, a permit would have been required for any change of use made after that ordinance was adopted. The owners represented the project as a duplex in 1971, and a triplex in 2011. (Both permit applications denied.)

Unless supporting documentation can confirm duplex use prior to 1962 or zoning approval after 1962, the assertion that the property legally contained two or more units as of January 1, 2007 is flawed. **Adverse finding.**

Section 3.5.2 (a) Conditional Use Review

Consideration of an extra dwelling unit per Section 4.4.5 (d) 5. Requires Conditional Use review.

Section 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;*

A letter of water and sewer capacity will be required from Burlington’s Water Division for an additional unit. Additionally, a state wastewater permit will be required.

Other public utilities and services are likely able to support the intensity of one more dwelling unit with the existing residential zoning district. **Affirmative finding if conditioned.**

- 2. The character of the area affected 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 historic development pattern of East Avenue is single family and duplex residences, with a more recent co-housing development and a medical residential care facility.

Within a residential zoning district; expansion of housing may be considered within the following direction of the Municipal Development Plan:

- Support the development of additional housing opportunities within the city... [MDP, Housing Plan, Page IX-1.]*

However,

- Support the creation of new rental and owner-occupied housing on every parcel of land in Burlington that is zoned for residential development at the number of units allowed by zoning. [MDP, Housing Plan, Page IX-12.]*

The 1971 request to increase the number of units and add a commercial office space was denied based on the likelihood of changing the character of the residential zoning district. In this

application, the proposed third unit will push the intensity of development beyond the allowable density of the zoning district per Table 4.4.5-1 and Section 5.2.7 (a). **Adverse 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;*

No nuisance impacts from noise, odor, dust, heat or vibrations are identified. There may be identifiable but marginal impacts from increased traffic to the third unit. **Affirmative finding if conditioned.**

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;*

East Avenue is a major connector road with bike lanes and signalized intersections at both ends. The structure has been functioning as a three-unit residential structure, based on minimum housing rental registration and assessor's observations and notes. Minimum housing records show the property used as a triplex since at least 2003. In that regard, little change would be anticipated from present conditions.

The roadway, pedestrian paths and bike lane are capable of supporting the proposed use. **Affirmative finding if conditioned.**

and,

5. *The utilization of renewable energy resources;*

There is nothing within the application that would prohibit the use of renewable energy resources. **Affirmative finding.**

and,

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

Any change of use after 1962 would require zoning approval. There is no evidence that a zoning permit was issued for duplex use. Similarly, state wastewater permits should reflect changes of use. No state permits have been issued for this address or to this owner.

The applicant will be required to provide evidence of zoning approval of duplex use, and a sewer and water capacity letter from Burlington's Water Division for the new residential unit proposed.

The site plan provided by the applicant illustrates encroachment into the city Right-of-way along the sidewalk. Encroachments require review and approval by DPW and City Council. If considered for approval, a revised site plan must be provided that demonstrates compliance with setbacks and lot coverage; any encroachments in the ROW must be removed.

Affirmative finding if conditioned.

(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 property has a large expanse of paving in the front yard which reflects a site plan submitted in 1983. There is no approval on that plan. Some parking may be logically identified in the garage requested in that application, but there is no administrative signature on the application confirming its acceptability, and no approval stamp or date of decision.

Review of required on-site parking, space configuration, site coverage calculation, conformity with setbacks and appropriate screening will be required with a revised site plan, if considered for approval.

Affirmative finding if conditioned.

2. *Time limits for construction.*

If site alterations are included with this decision, they shall be completed within the two-year zoning permit window. **Affirmative finding if conditioned.**

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

Residential uses have no limitations on hours of operation. Not applicable.

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

Any enlargement or alteration of the use will be subject to review under the regulations in effect at the time of application. **Affirmative finding if conditioned.**

and,

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.*

The applicant shall submit a site plan with parking arrangement to affirm required parking and to establish conformity with parking circulation/layout guidance of Articles 6, Sections 6.2.2 (i) and (l) and Article 8.

See recommended conditions relative to confirmation of adequate sewer and water capacity.

Affirmative finding if conditioned.

Article 4: Zoning Maps and Districts

Section 4.4.5 Residential Districts

(a) Purpose

1. The **Residential Low Density (RL)** district is intended primarily for low-density residential development in the form of single detached dwellings and duplexes. This district is typically characterized by a compact and cohesive residential development pattern reflective of the respective neighborhoods' development history.

The application is a request to add an additional residential unit to an existing duplex, per Section 4.4.5 (d) 5., below. That section also articulates the parameters to structures that “legally contained two or more units as of January 1, 2007.” The applicant has not demonstrated the duplex ever received zoning approval.

Triplex / 3 units is not identified as a typical or intended use in the Low Density Residential zoning district. East Avenue is a developed linear neighborhood reflecting a development history primarily of single family and duplex residential dwellings. (Buildings numbered between 150 and 260 East Avenue include 19 single family homes, 4 duplexes, and a more recently developed planned unit co-housing project.) A three-unit building is generally inconsistent with the intended principal use of the RL zoning district, and this street. **Adverse finding.**

Section 4.4.5 (b) Dimensional Standards and Density

Table 4.4.5-2 Base Residential Density

District	Maximum Dwelling Units Per Acre
Low Density: RL, RL-W	7 units/acre
206 East Avenue	8 units per acre.

The proposed third unit exceeds the density limitation for the RL zoning district. See **Density and Intensity of Development Calculations, (a) Dwelling Units per Acre** under Section 5.2.7, below. **Adverse finding.**

Section 4.4.5 (c) Permitted and Conditional Uses

Attached dwelling, 3 or more is **not a permitted use** in the RL zoning district per Appendix A.

The only method of adding an additional unit is under Section 4.4.5 (d) 5, below.

Adverse finding relative to Appendix A, Use Table.

Table 4.4.5-3: Residential District Dimensional Standards

The submission materials offer some site changes to decrease existing coverage and meet setbacks. There are **no existing approved site plans on file**, and **no approvals** for the expanded parking areas. The site currently exceeds allowable coverage for the RL zoning district. Total coverage is identified as 46.29% (35% limitation in RL, with 10% bonus for open amenities.) NONE of the parking expansion that has occurred since 1978 has been done with the benefit of zoning approval.



Detail, 1978 ortho photograph, 206 East Avenue
Note isolated parking area south of dwelling.



Detail, 1988 orthophotograph, 206 East Avenue.
Parking has expanded to a central, and rear lot.

Until such time the applicant can provide evidence of duplex approval (and parking requirement verified) and documentation that the site expansion has been done with zoning approval, **No finding possible.**

Section 4.4.5 (d) 5. Residential Density

A. Additional Unit to Multi-Family

One additional unit may be added to structures located in the RL district which legally contained two or more units as of January 1, 2007, if approved in advance as a conditional use by the DRB.

The structure is within the RL zoning district, but has not demonstrated it was legally a duplex prior to January 1, 2007. Burlington City Directories inform that two units were not identified by occupancy until 1977.

Additionally, the applicant is not requesting an additional unit prior to its establishment (“if approved **in advance** as a conditional use by the DRB.”) Rental registration dating back to 2003, and Assessor’s notation in June 1987 reflect three units. This zoning permit application identifies the existing use as 3 units. The request for a third unit is therefore not being made in advance of its establishment. **Adverse finding.**

B. Additions to Existing Residential Structures

No request for an addition to an existing structure shall be considered or imply approval of an additional unit, unless requested specifically on the zoning permit application form.

Three applications for structural additions have been submitted since March 1981. All applications identify the use as a duplex. No requests were made to increase the number of residential units. On the 2011 zoning permit application, the use was identified as a triplex. The permit was denied for failure to demonstrate approval of the change of use.

No changes of use have been included in prior requests for additions, which is required by this standard if the number of dwelling units is proposed to be increased. **Adverse finding.**

C. Residential Occupancy Limits

In all residential districts, the occupancy of any dwelling unit is limited to members of a family as defined in Article 13.

All provisions of the Functional Family ordinance shall remain applicable to all dwelling units. Each unit must be occupied by a family as defined by the CDO. **Affirmative finding if conditioned.**

Article 5: Citywide General Regulations

Section 5.2.7 Density and Intensity of Development Calculations

(a) Dwelling Units per Acre: *In accordance with the district-specific provisions of Article 4, the calculation of development intensity shall be measured as follows in such cases where the intensity of development is measured on a dwelling unit per acre basis:*

1. Density Calculation: The total number of dwelling units provided on a development site, or portion of the site where split by a zoning district boundary, shall be divided by the gross site area expressed in acres.

In calculating the number of residential units permitted, fractional units of less than five-tenths (0.5) shall be rounded down to the nearest whole number and fractional units of five-tenths (0.5) or greater shall be rounded up to the nearest whole number. Any rounding of fractional units shall be limited to a single final calculation for any development.

206 East Avenue is 17,424 sf in area. Using the above formula:

3 units (requested) / (17,424/43560; lot area divided by acre) or .4 = 7.5.

7.5 is greater than the 7 units per acre allowable by Table 4.4.5-2.

Using the rounding provision, 7.5 rounds up to 8; also greater than the 7 units per acre limitation of Table 4.4.5-2.

The applicant has increased the lot area in his calculation (narrative, p. 1) assumedly to reflect “gross site area”, which is a footnote intended for use when guiding subdivision development potential. This is inappropriate when addressing a developed lot with established public rights-of-way and defined parcel area.

The proposal for three units exceeds the density limitation of the zoning district. **Adverse finding.**

Article 8: Parking

Each residential unit in the Neighborhood Parking District requires 2 parking spaces. For three units, 6 on-site parking spaces are required. There are no approved site plans on file, and no approvals for the expanded parking reflected on the submitted site plans. Orthophotographs demonstrate a pull-off parking area in existence as of 1978, but it has not had the benefit of permit approval. Even if the applicant obtained recognition that certain spaces were beyond the Statute of Limitations (15-year provision), those spaces would not be legal and would not be able to be used toward the calculation for required parking. The applicant has not received any such determination to date.

If a change of use is considered, any parking in setbacks or right-of-way must be removed. The applicant would be required to provide a site plan with legal parking spaces annotated for the approved use. **Affirmative finding if conditioned.**

Section 8.1.9 Maximum Parking Spaces

The total number of parking spaces provided in all parking districts shall not be more than 125% of the minimum number of spaces required for the Neighborhood Parking District for any given use as required in Table 8.1.8-1.

For the proposed three units, 6 parking spaces are required in the Neighborhood Parking District. Per the standard, the maximum parking number is 6×1.25 , or 7.5 (8) spaces. The extensive parking area illustrated on the proposed site plan would provide an excess of the maximum 8 spaces, and therefore exceeds the Maximum Parking allowance.

6 Waiver of Maximum Parking Limitations

Parking in excess of the maximum parking limitation of this section may be waived by the DRB pursuant to the provisions of Section 8.1.15 with the following additional requirements:

- A. *The Applicant requesting the waiver shall also provide a peak demand parking study for two similar uses in the area, and*
- B. *The following additional review criteria shall be addressed regarding how:*
 - i. *The need for additional parking cannot reasonably be met through provision of on-street parking or shared parking with adjacent or nearby uses;*
 - ii. *The proposed development demonstrates that its design and intended uses will continue to support high levels of existing or planned transit and pedestrian activity; and*
 - iii. *The site plan indicates where additional parking can be redeveloped to a more intensive transit supportive use in the future.*

The applicant has not requested a waiver of maximum parking provisions; has not submitted a peak demand parking study for two similar uses in the area, and has not demonstrated what spurs the need for two large (unpermitted) parking lots on the site. There is street parking along the east side of East Avenue, and GMT transit routes along East Avenue and Main Street to the south. Additionally, the UVM Campus shuttle crosses East Avenue near this location, and a bike lane runs the full length of East Avenue.¹ Simply put, the existing use does not require the expanse of pavement and lot coverage dedicated to parking, and the proposed use will not require such extensive paving. **Adverse finding.**

Appendix A: *Attached dwelling, multi-family (3 or more)* is not a permitted use in the RL zoning district. Section 4.4.5 (d) 5.A. is the sole method to add an additional unit.

NOTE: These are staff comments only. The Development Review Board, who may approve, table, modify, or deny projects, makes decisions.

¹ See UVM MOVES, University of Vermont Campus Transportation Plan, https://www.uvm.edu/tps/commuting/UVMoves_Active%20Transportation%20Plan_FINAL_SM.pdf

Department of Planning and Zoning

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Mary O'Neil, AICP, Principal Planner
Ryan Morrison, Associate Planner
Layne Darfler, Zoning Technician
Anita Wade, Zoning Clerk



MEMORANDUM

To: Development Review Board
From: Ryan Morrison
Date: April 3, 2018
RE: ZP18-0692BA (AP); 46 Cross Parkway

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.

File: ZP18-0692BA Appeal
Location: 46 Cross Parkway
Zone: RL **Ward:** 4N
Date appeal accepted: February 28, 2018
Date of administrative decision: February 27, 2018
Date of application: February 15, 2018
Appellant / Owner: Ronald L. Koss & Carley Claghorn
Request: Appeal of Administrative Denial of a request to expand living space into garage, and associated replacement of windows and garage door.

Background:

- **Zoning Permit 18-0692BA;** add a bathroom in the rear of the garage, replace windows and garage door; increasing living space. Denied February 27, 2018. (Subject of this appeal.)
- **Non-applicability of zoning permit 15-1062NA;** replace existing asphalt shingle roof. Approved April 29, 2015.
- **Non-applicability of zoning permit 13-0752NA;** replace windows with new windows, new roof, interior renovation for kitchen cabinets and replace boiler. Approved February 20, 2013.
- **Zoning Permit 12-0360BA;** replace chain link fence with solid fence in rear yard; add new shed. Approved September 26, 2011.

Overview:

Zoning Permit 18-0692BA, to expand living space into the garage and an associated replacement of windows and the garage door was denied on February 27, 2018 for reasons outlined below. On February 28, 2018, the appellants filed a timely appeal within the 15-day appeal period.

Recommendation: Uphold zoning permit denial based on the following findings.

I. Findings

Timeline:

- **February 15, 2018** – Application ZP18-0692BA submitted.
- **February 16, 2018** – Application ZP18-0692BA deemed complete.
- **February 27, 2018** – Decision of Denial for ZP18-0692BA.
- **February 28, 2018** – Appeal of administrative denial submitted.

Reason for Denial:

Application ZP18-0692BA (subject of this appeal) was **denied February 27, 2018 for the following reasons:**

Section 8.1.12 (c), Front Yard Parking Restricted

Required parking in all residential zoning districts shall not be located in a required front yard setback area abutting a public street, except alleys. This prohibition extends from the edge of the public right-of-way into the required front yard setback for the entire width of the property with the exception of a single access drive no more than eighteen feet (18') or less in width. The provisions of this subsection shall not be applicable during such times as when the winter parking ban pursuant to Section 20-56 of the Code of Ordinances is in effect. Where parking is provided outside the front yard setback, but either partially or entirely between the principle structure and the street, such parking shall be screened to the extent practicable from view from the public street.

In accordance with Table 8.1.8-1 – Minimum Off-Street Parking Requirements, a single family detached unit is required to have a minimum of 2 off-street parking spaces. Section 8.1.12 (c) above prohibits parking within a required front yard setback area, with the exception of a single access drive no more than 18 ft. The Planning and Zoning Department has historically interpreted this requirement as meaning that the 1st of the 2 required parking spaces must comply with the front yard setback, and only then can a second parking space locate within the front yard setback area in tandem arrangement.

The application proposes to install a 6' 8" deep bathroom in the rear of the existing 21' 7" deep garage, thus reducing the garage parking space to a substandard depth of 14' 11". Table 8.1.11-1 – Minimum Parking Dimensions – requires a minimum parking space length of 18'. As a result of the proposed bathroom, the applicants propose this 1st required parking space to locate partially inside and partially outside the garage, all while keeping the garage door so they can close it when they want to use the garage for other purposes. Required parking spaces must remain parking spaces at all times. The proposal will create a parking deficiency when the applicants close the door. The application does not comply with the parking standards of Article 8 and, therefore, cannot be approved.

The appellants have provided a detailed statement addressing why the denial should be overturned. See attached memo dated March 1, 2018.

Appellant's Arguments and City Responses:

Appellant's arguments are in *italics*, the City responses are not.

1. *Section 8.1.12 (c) (above) does not specifically state that the first of the two required parking spaces must locate behind the front yard property line setback, nor has there been a precedent set requiring this.*

The appellants discussed their proposal with Planning and Zoning staff on a few separate occasions, and were informed of this requirement. Still they opted to pursue the application, and were denied as a result. The key phrases in Sec. 8.1.12 (c) are '*Required parking in all residential zoning districts shall not be located in a required front yard setback area abutting a public street...*' and '*... with the exception of a single access drive no more than eighteen feet (18') or less in width.*' A driveway is an access onto and within a property whose purpose is to access parking. It must access a conforming parking area, which in this case is the garage parking space. Otherwise the driveway itself turns into a parking area, and becomes front yard parking if the parking extends in front of the front yard setback line.

2. *To have an 'interpretation' of such consequence that is not spelled out in the highly specific written ordinance does not allow the public to fairly plan for the flexible use and enjoyment of their homes.*

One of staff's many duties is to provide interpretation of the Comprehensive Development Ordinance to the public. Not everything is black and white in the CDO. The appellants inquired with staff on a few separate occasions, and in turn, staff provided consistent feedback as to the parking requirements. The appellants still chose to submit their application, which was administratively denied.

3. *The City has not always interpreted the ordinance this way. There are 3 garage conversions that received permits – in the years 1995, 1997, and 2002.*

Be that as it may, two of those permits appear to have been issued in error. And after further review, the third permit appears legitimate. A recent example of essentially the same proposal resulted in an administrative denial, which was subsequently upheld by the Development Review Board following an appeal hearing. The application, ZP 15-0882CA, to expand living space into a garage was denied for essentially the same reasons ZP18-0692BA was denied. See attached ZP15-0882CA plan and decision. The fact that the DRB upheld denial of ZP15-0882CA is consistent with established precedent on how the City interprets Sec. 8.1.12 (c).

Summary

The appellants have demonstrated that they can fit an 18' deep parking space behind the front yard setback line, but only if that space spans the garage entrance. Required parking spaces must remain parking spaces at all times. The appellants intend to retain a garage door so that they can utilize the insulated garage space for various activities. Staff informed them that if the garage door was permanently removed, the space could conceivably be considered a carport, which could result in a permanently available parking space, which could then allow them to construct the 'garage' bathroom.

A reversal of the administrative denial would contradict established precedent and run counter to the requirements of Sec. 8.1.12 (c).

II. Recommended Motion:

Uphold the denial of zoning application 18-0692BA.

ATTACHMENT

RECEIVED
FEB 28 2018

Ron Koss and Carley Claghorn
46 Cross Parkway
Burlington, Vermont 05408
802-522-6205

March 1, 2018

DEPARTMENT OF
PLANNING & ZONING

Appeal of an Administrative Decision Request

Description of the decision under appeal: We are appealing the decision that denied our application, dated February 15, 2018, for a zoning permit to improve upon a single-car garage space. The proposed improvements include adding a small bathroom; updating windows; replacing the garage door with an insulated door; and adding a wall mounted gas heater.

Description of the property subject to appeal: The property subject to appeal is a single-story ranch home located on 46 Cross Parkway in the New North End. The current space, that is the subject of this permit application, is entirely contained within the foot-print of the house underneath the eave of the hip roof.

Reference to the regulatory provision applicable to the appeal: The regulatory provision applicable to our appeal is found in Article 8 – Parking. Specifically, we primarily cite Section 8.1.12 (c).

Relief required by appellant: We are asking for approval of our application to renovate and update a single-car garage space based upon both established permitting precedent and a zoning ordinance that is clearly defined in the city's "Comprehensive Development Ordinance."

Alleged grounds why such relief is believed proper under the circumstances: We believe there is both a written zoning ordinance and permitting approval precedence to establish grounds to support justified relief under the circumstances.

Basis for our appeal:

In multiple interactions, in relationship to our renovation proposal (first presented in August 2017), Associate Planner Ryan Morrison has repeatedly asserted that the zoning ordinance requires that a parking space be available behind the front yard setback and that the presence of a bathroom at the back of the garage would cut into that "required" parking space. The denial of our application implies that we are applying to create a substandard parking space, when in fact we are asserting that the need to park behind the setback is not supported in writing or by precedent.

On review of Article 8, which covers matters related to parking, we were unable to find anything that specifies this requirement. Section 8.1.12 (c) restricts parking to only within the single access driveway, but nowhere states that one of those parking spaces has to be behind the front yard setback. Given the impact of this highly specific "requirement," one could fairly expect that it would be included in the written parking ordinance. Our proposal is fully in compliance with the ordinance as written and as such should have led to an approval.

In response to our inability to find that “requirement” in writing and in turn pointing out to the planner that Article 8 does not say anything about parking behind the setback, Mr. Morrison wrote in an email exchange:

“Unfortunately, the code doesn’t say that specifically. So you have to draw from different areas within. Table 8.1.8-1 sets the 2 spaces per single family residence. Then this specific section –

c) Front Yard Parking Restricted:

Required parking in all residential zoning districts shall not be located in a required front yard setback area abutting a public street, except alleys. This prohibition extends from the edge of the public right-of-way into the required front yard setback for the entire width of the property with the exception of a single access drive no more than eighteen feet (18’) or less in width.”

He continues: “The first sentence above prohibits parking within the front yard setback, and then allows an exception in cases of single access driveways. The city has always interpreted this as: the first parking space needs to fit behind the front yard setback line, and only after the first space complies, then the second space can locate within the front yard setback.”

Again, to have an “interpretation” of such consequence that is not spelled out in the highly specific written ordinance, does not allow the public to fairly plan for the flexible use and enjoyment of their homes. Before purchasing this house in June 2017, we spoke to our realtor, our home inspector and two builders about our intentions and as well versed as they were about permitting issues, none of them had ever heard of this “requirement”/restriction.

But more important is the planner’s assertion that the Planning and Zoning Board has always interpreted the ordinance this way, because clearly the city has not always interpreted it this way. Mr. Morrison writes to us, “There are actually 3 (garage conversions) from your list that received permits- 131 and 143 Staniford and 77 Woodbury- approved in 2002, 1995, and 1997. I questioned my colleague and he said the first parking space to meet the front yard setback has been in place well before 1995. So however those permits got approved is beyond me.”

Fortunately, the explanation for these permit approvals is not beyond us. Our point is that a clearly written and well-established zoning ordinance has allowed for these permit approvals in the past. And given the large number of conversions in the New North End, there are likely others. At any rate, clearly a precedent has been set to allow us to park within our single access driveway, in front of the setback, which is the “exception” detailed in Section 8.1.12 (c).

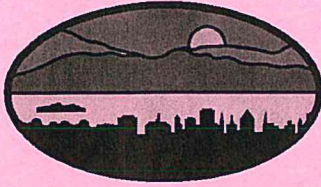
We believe that as the highly specific Article 8 parking ordinance is written, our request is fully compliant. In addition, the precedents set by previous permits issued, despite a lack of parking behind the setback, supports our appeal to proceed as originally requested.

We appreciate your consideration. Thank you.

Ronald Koss and Carley Claghorn

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FEB 28 2018

DEPARTMENT OF
PLANNING & ZONING



ZONING REQUEST DENIAL

BASIC

City of Burlington, Vermont
Department of Planning and Zoning

Application Date: 02/15/2018

Appeal Expiration Date: 03/14/2018

Project Location: 46 CROSS PARKWAY

District: RL

Owner: Ronald L. Koss

Ward: 4N

Address: 201 TAYLOR RD
MONTPELIER VT 05602

Tax ID: 028-1-123-000

Project Type: Residential - Renovation/Facade

Project Description: Add bathroom at back of garage replace windows and garage door; increasing living space

Construction Cost:	\$20,000.00	Lot Size (Sq Ft):	8,050
Net New Habitable Sq Ft:	0.00	Net New # of Housing Units:	0
Existing % Lot Coverage:	0.00	Existing # of Parking Spaces:	0
Proposed % Lot Coverage:	0.00	Proposed # of Parking Spaces:	0
Net New % Lot Coverage:	0.00	Required # of Parking Spaces:	0

Zoning Permit #: 18-0692BA

Decision By: Administrative

Level of Review: 1

Decision: Denied

See Reasons for Denial

Decision Date: February 27, 2018

Project File: NA


Zoning Administrative Officer

An interested person may appeal a decision of the Zoning Administrator to the Development Review Board until 4 pm on March 14, 2018.

Fee Type	Amount	Paid in Full	Balance Due: \$0.00
Application Fee(s):	\$80.00	Yes	Date Paid: _____
Development Review Fee:	\$0.00	NA	Check # _____
Impact Fee:	Not Applicable		

Building Permit Required: **Not**

Received by: _____

Date: _____



City of
Burlington, Vermont
149 Church Street

Zoning Permit - Basic – Reasons for Denial

ZP #: 18-0692BA

Tax ID: 028-1-123-000

Issue Date: February 27, 2018

Decision: Denied

Property Address: 46 CROSS PARKWAY

Description: Add bathroom at back of garage replace windows and garage door; increasing living space

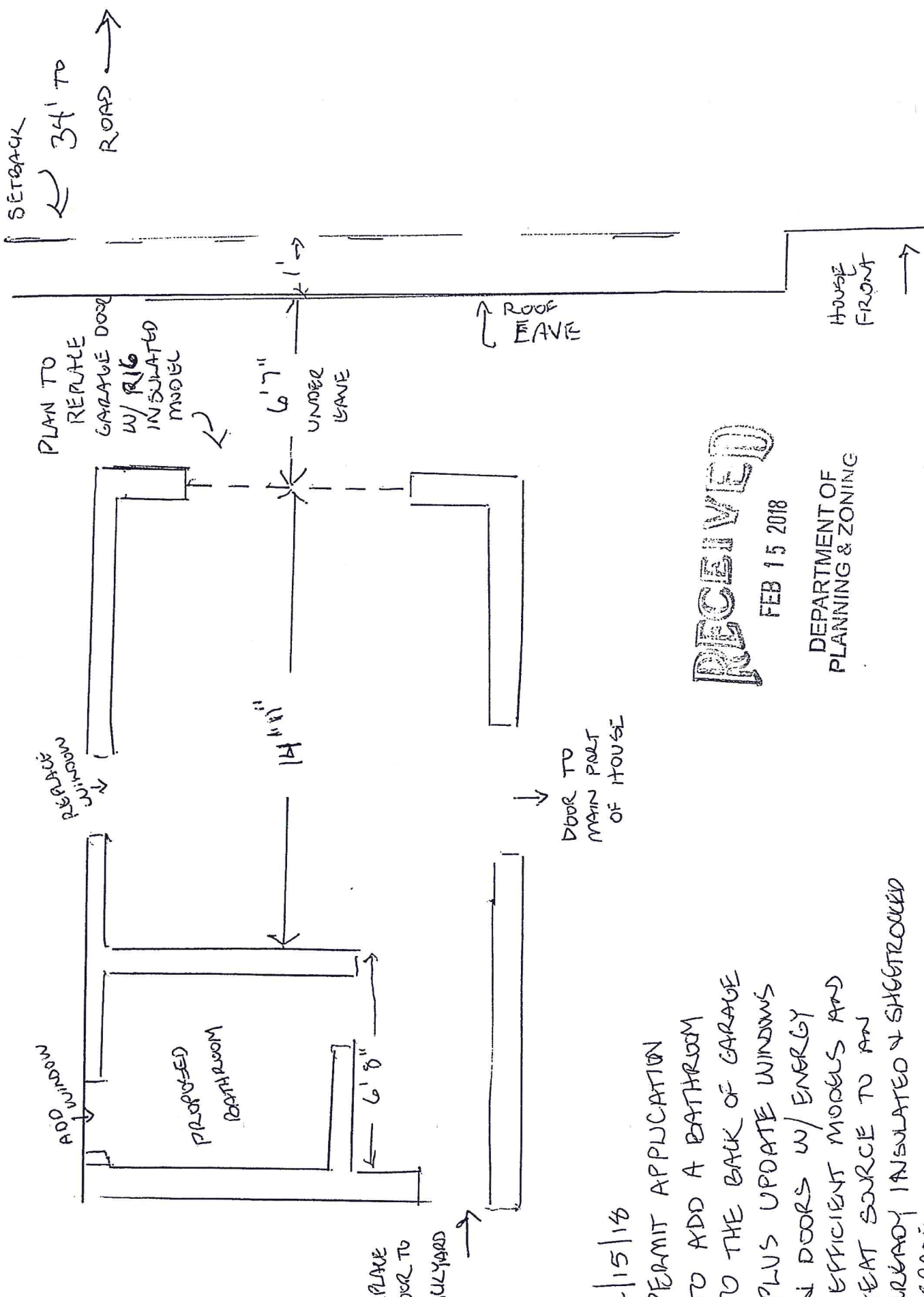
Reasons for Denial:

Section 8.1.12 (c), Front Yard Parking Restricted

Required parking in all residential zoning districts shall not be located in a required front yard setback area abutting a public street, except alleys. This prohibition extends from the edge of the public right-of-way into the required front yard setback for the entire width of the property with the exception of a single access drive no more than eighteen feet (18') or less in width. The provisions of this subsection shall not be applicable during such times as when the winter parking ban pursuant to Section 20-56 of the Code of Ordinances is in effect. Where parking is provided outside the front yard setback, but either partially or entirely between the principle structure and the street, such parking shall be screened to the extent practicable from view from the public street.

In accordance with Table 8.1.8-1 – Minimum Off-Street Parking Requirements, a single family detached unit is required to have a minimum of 2 off-street parking spaces. Section 8.1.12 (c) above prohibits parking within a required front yard setback area, with the exception of a single access drive no more than 18 ft. The Planning and Zoning Department has historically interpreted this requirement as meaning that the 1st of the 2 required parking spaces must comply with the front yard setback, and only then can a second parking space locate within the front yard setback area.

The application proposes to install a 6' 8" deep bathroom in the rear of the existing 21' 7" deep garage, thus reducing the garage parking space to a substandard depth of 14' 11". Table 8.1.11-1 – Minimum Parking Dimensions – requires a minimum parking space length of 18'. As a result of the proposed bathroom, the applicants propose this 1st required parking space to locate partially inside and partially outside the garage, all while keeping the garage door so they can close it when they want to use the garage for other purposes. Required parking spaces must remain parking spaces at all times. The proposal will create a parking deficiency when the applicants close the door. The application does not comply with the parking standards of Article 8 and, therefore, cannot be approved.



RECEIVED

FEB 15 2018

DEPARTMENT OF
PLANNING & ZONING

2/15/18
PERMIT APPLICATION
TO ADD A BATHROOM
TO THE BACK OF GARAGE
PLUS UPDATE WINDOWS
& DOORS W/ ENERGY
EFFICIENT MODELS AND
HEAT SOURCE TO AN
ALREADY INSULATED & SHEETROCKED
SPACE



RECEIVED

FEB 15 2018

DEPARTMENT OF
PLANNING & ZONING

46 CROSS

PACKWAY BT

RAY KESS

Department of Planning and Zoning

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Layne Darfler, Planning Technician
Anita Wade, Zoning Clerk*



MEMORANDUM

To: Development Review Board
From: Ryan Morrison, Associate Planner
Date: April 3, 2018
RE: 18-0718CA, 176 North Winooski Avenue

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.

Project: ZP18-0718CA
Zone: NMU **Ward:** 2C
Parking District: Shared
Date application accepted: February 27, 2018
Revised plans submitted: March 26, 2018
Applicant/ Owner: Arthur Chukhman & Sarah Wittman
Request: Construct a third unit addition to the existing duplex, and demolish an existing barn.

Background:

- **Zoning Permit 08-812CA;** add structural support to second floor porch; replace windows with new, same material, size and location. Denied September 12, 2008.
- **Zoning Permit Not Applicable 09-377NA;** remove and replace 8 wooden, double hung windows with same. October 27, 2008.
- **Zoning Permit Not Applicable 09-481NA;** replace 6 double hung windows, partially replace two cottage style windows. December 19, 2008.
- **Zoning Permit Not Applicable 14-1237NA;** repair, maintenance in-kind. June 16, 2014.

Overview:

The applicant proposes a three-story, 2,300 sf addition on the back of the existing building, and to demolish an existing barn. The existing structure currently contains two 800 sf apartments, each with 2 bedrooms and 1 bath. The proposal will create a new unit that will have 2 bedrooms, 2 bathrooms, and an office. The addition will also create an additional bedroom for each of the existing units – resulting in both of these units having 3 bedrooms and 1 bathroom, along with typical living space (i.e. kitchen, living room). The project also includes extending the existing driveway to create 3 parallel parking spaces along an access drive, thus changing the existing 4 space, tandem parking arrangement.

Phase 2 of the project includes; retrofitting the existing building to match what's existing (i.e. siding, trim, windows and doors); rebuilding or partially rebuilding the front porch to match

existing, except for a standing seam roof instead of the asphalt roof; replacing stairs to existing porch; constructing the breezeway and shed; and installing the rain barrels and solar panels. The applicant indicated that Phase 2 would likely occur within the 2 year lifespan of the zoning permit, and if an extension to the permit is needed, then one will be requested.

The Design Advisory Board reviewed this project March 13, 2018. The Board voted 4-1-1 to forward the project as designed to the Development Review Board, with the recommendation that if the front porch needs to be replaced, that it be replaced as existing with the exception of the roof, which is encouraged to be standing seam.

Recommendation: Certificate of Appropriateness approval, per the following findings and conditions:

I. Findings

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 new nonresidential buildings square footage are subject to impact fees as is any change of use which results in an added impact according to Section 3.3.4.

Impact fees shall apply. The fees will be based on the net new square footage of the building. In this case, that figure is 2,300 sf. **Affirmative finding as conditioned.**

Section 3.3.8 Time and Place of Payment

(b) Existing Buildings: *Impact fees must be paid... if a building permit is required, within thirty (30) days of issuance of the building permit.* **Affirmative finding as conditioned.**

Article 4: Zoning Maps and Districts

Section 4.4.2 Neighborhood Mixed Use Districts

(a) Purpose

2. The Neighborhood Mixed Use (NMU) district is intended to preserve and enhance historically commercial areas while reinforcing the compact scale and development patterns within the city's older neighborhoods. Uses are intended to provide neighborhood oriented goods and services and employment opportunities within walking or biking distance of residential neighborhoods.

The subject property is located within a well established neighborhood, with a mix of residential and nearby commercial properties. The existing structure was constructed pre-1877. Multifamily dwellings (3 or more units) are permitted uses in the NMU zoning district. The proposal is consistent with the intent of the zoning district. **Affirmative finding.**

(b) Dimensional Standards and Density

Table 4.4.2-1

NMU	Max Intensity FAR 2.0	Max. Lot Coverage 80%	Setback Front 0' (must be setback a minimum of 12' from the curb on a public street)	Setback Side 0' (must be 15' when abutting a residential district)	Setback Rear 0' (must be 15' when abutting a residential district.)	Max Building Height Min. 22' 2 stories Max 35'
176 North Winooski Ave.	Given a lot size of 5,610 sq ft, floor area could total as much as 11,220 sf. After the addition, floor area will total 5,065 sf.	Existing 53% Proposed 73%.	Not applicable. Addition is located on the rear of the existing structure.	Side yard north: 5'; side yard south 0'. Adjacent properties on both sides are zoned NMU.	The adjacent property to the rear is zoned residential. After the barn is removed, the closest structure to the rear property line will be setback over 20'.	The height to the midline of the pitched roof will be 35'.

Affirmative finding.

(c) Permitted and Conditional Uses

Attached Dwellings – Multi-Family (3 or more) is a permitted use in the NMU zoning district. **Affirmative finding.**

(d) District Specific Regulations

1. Ground Floor Residential Uses Restricted

Not applicable.

2. Exception to Maximum Lot Coverage in NAC

Not applicable.

3. Development Bonuses/Additional Allowances

No development bonuses are sought. Not applicable.

Article 5: Citywide General Regulations

Part 2: Dimensional Requirements

Section 5.2.3 Lot Coverage Requirements

See Table 4.4.2-1, above.

Section 5.2.4 Buildable Area Calculation

Not applicable to NMU.

Section 5.2.5 Setbacks

See Table 4.4.2-1, above.

Section 5.2.6 Building Height Limits

See Table 4.4.2-1, above.

Section 5.2.7 Density and Intensity of Development Calculations

Neighborhood Mixed Use calculates intensity of use via Floor Area Ratio. See Table 4.4.2-1 above. **Affirmative finding.**

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

(a) Protection of Important Natural Features:

The subject property contains no important natural features as identified in the Open Space Protection Plan. **Affirmative finding.**

(b) Topographical Alterations:

The site is generally flat, with an elevation of 240'. There appear to be no major topographical alterations proposed. Aside from the building addition, the driveway will be extended, and there will be new walkway/patio space. There are no topographical changes proposed for the remainder of the property. **Affirmative finding.**

(c) Protection of Important Public Views:

The subject property is not affected by any identified public view corridor. **Affirmative finding.**

(d) Protection of Important Cultural Resources:

While the structure was built pre-1877, it is not listed on either State or Federal Historic Registries. The Design Advisory Board acknowledged this and voted to present the application as presented to the DRB. Additionally, the barn in the rear of the property will be removed. It, too, is not listed on any historic registries.

The property contains no known archaeological resources. **Affirmative finding.**

(e) Supporting the Use of Renewable Energy Resources:

No part of this application would preclude the use of wind, water, geothermal or other renewable energy resource. The elevation drawings indicate that solar panels will be placed on south side of the new roof. **Affirmative finding.**

(f) Brownfield Sites:

The property is not listed on the Department of Environmental Conservation's brownfield list. Not applicable.

(g) *Provide for nature's events:*

Special attention shall be accorded to stormwater runoff so that neighboring properties and/or the public stormwater drainage system are not adversely affected. All development and site disturbance shall follow applicable city and state erosion and stormwater management guidelines in accordance with the requirements of Art 5, Sec 5.5.3.

Design features which address the effects of rain, snow, and ice at building entrances, and to provisions for snow and ice removal or storage from circulation areas shall also be incorporated.

The Stormwater Management Plan and the Erosion Prevention and Sediment Control Plan were approved on March 16, 2018 by the city's Stormwater Program Manager. The existing front building entries serving the 2 units are sheltered by a large covered front porch. The proposal will see apartment 1 continue to utilize the existing front porch entrance. A new covered entrance/staircase along the building's driveway side will provide access to apartments 2 and 3. The applicant stated that snow will be plowed into the back yard, through the gate at the end of the driveway. **Affirmative finding.**

(h) *Building Location and Orientation:*

The lot fronts on North Winooski Avenue. Since the proposed addition will be in the rear, the location and orientation of the existing building along the streetscape will remain the same. The addition will increase the length of the existing building, but not necessarily the width. However, the applicant intends to add a 2nd story porch at the rear of the structure that will extend toward the south property line, and essentially create a breezeway between the driveway/parking area and the back yard. **Affirmative finding.**

(i) *Vehicular Access:*

Vehicular access will remain as existing, however the driveway layout will change. Currently the property utilizes two sets of tandem spaces (4 parking spaces). Article 8 CDO requires 1 parking space per unit in the Shared Use Parking District. The proposal will see the driveway extended, and 3 parallel parking spaces bordered by an access drive. **Affirmative finding.**

(j) *Pedestrian Access:*

The existing steps connecting the sidewalk to the front porch will be replaced and will continue to provide pedestrian access to apartment 1. The applicant is proposing to install a paver walkway in the drive aisle to provide pedestrian access to apartments 2 and 3. Due to the parallel parking location, this walkway within the drive aisle should be unobstructed.

Affirmative finding.

(k) *Accessibility for the Handicapped:*

Compliance with ADA standards is under the jurisdiction of the building inspector. **Affirmative finding.**

(l) *Parking and Circulation:*

As required by the Comprehensive Development Ordinance, 3 parking spaces are required for the overall use. The site plan indicates 3 parallel parking spaces along the south property line,

with an adjacent drive aisle for vehicular maneuvering. The driveway gains access directly off North Winooski Avenue. **Affirmative finding.**

(m) Landscaping and Fences:

There is no new landscaping proposed. Existing landscaping includes shrubberies and small plants around the front porch. One small tree also exists in the front yard. The proposal will see a gate separating the driveway/parking from the breezeway and back yard. **Affirmative finding.**

(n) Public Plazas and Open Space:

There are no identified public plazas on the site, nor on adjacent properties. **Affirmative finding.**

(o) Outdoor Lighting:

Where exterior lighting is proposed the applicant shall meet the lighting performance standards as per Sec 5.5.2.

The site plan shows the location of recessed downlighting on the front porch, in the breezeway, and in the access/stairs to apartments 2 and 3. The attached spec sheet identifies these lighting fixtures as LEDs, with a lumens range of 650 to 1000. In accordance with Sec. 5.5.2 (b) 6 CDO, these low output lamps are exempt from the requirements of Sec. 5.5.2. **Affirmative finding.**

(p) Integrate infrastructure into the design:

Exterior storage areas, machinery and equipment installations, service and loading areas, utility meters and structures, mailboxes, and similar accessory structures shall utilize setbacks, plantings, enclosures and other mitigation or screening methods to minimize their auditory and visual impact on the public street and neighboring properties to the extent practicable.

The proposal identifies a trash containment structure, a shed and bicycle storage area behind the gate at the end of the driveway. Two future rainwater collecting cisterns are proposed. One of the cisterns will locate in the back yard, creating no visual impact. The other cistern will locate on the 3rd floor roof terrace. No other machinery/equipment, service/loading areas, utility meters, etc. are noted on the plans.

Utility and service enclosures and screening shall be coordinated with the design of the principal building, and should be grouped in a service court away from public view. On-site utilities shall be place underground whenever practicable. Trash and recycling bins and dumpsters shall be located, within preferably, or behind buildings, enclosed on all four (4) sides to prevent blowing trash, and screened from public view.

See above. The site plan shows 2 condensing units along the north side of the existing building, behind a fence. There is no indication of new utility meters or other mechanical equipment. Any new meter(s) will have to be grouped with existing meters, away from public view.

Any development involving the installation of machinery or equipment which emits heat, vapor, fumes, vibration, or noise shall minimize, insofar as practicable, any adverse impact on neighboring properties and the environment pursuant to the requirements of Article 5, Part 4 Performance Standards.

See above. The site plan indicates 2 condensing units along the north side of the existing building, behind a fence. No other machinery or equipment have been identified in the plans. **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 existing structure is very similar in massing, height and scale with neighboring buildings. There are a few buildings in the neighborhood that are 3 stories tall. The proposed addition is located on the rear of the existing building and will have an elevation of 35' to the midpoint of the gable roof. Because of the existing structure, the addition will be difficult to see from the public travel way. **Affirmative finding.**

2. Roofs and Rooflines.

Similar to various other homes along North Winooski Ave., and in keeping with the roof style of the existing structure onsite, the applicant proposes a gable roof on the addition. The roof will be metal, and the elevation drawings indicate that there will be solar panels attached to the roof on the south elevation. **Affirmative finding.**

3. Building Openings

Elevation drawings show various types of openings for the addition. The west elevation drawing (street facing) shows 2 windows and sliding glass door that will provide access to a rooftop terrace. The east elevation (rear) identifies 5 windows of varying size and style. Each story appears to have at least one window on this back wall. The north elevation identifies each story of the 3 story addition as having 2 windows – for a total of 6 windows on this side. The south elevation (driveway side) identifies 3 windows on the 3rd story, an entrance door and window on the 2nd story, and 2 doors and a window on the 1st story. **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.

See Section 6.2.2 (d), above.

(c) Protection of Important Public Views:

See Section 6.2.2. (c), above.

(d) Provide an active and inviting street edge:

Since the addition will be at the rear of the building, the street edge will remain as existing. **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 addition will be sided and roofed with corrugated metal. On the addition's south side, wood siding will be used on the 1st floor, and a wood slat screen will provide an exterior wall for the staircase. The applicant proposes using UPVC windows. As part of the second phase, the applicant intends to retrofit the existing building with external insulation, and replace existing siding, trim, windows and doors. Current siding on the existing structure is wood, but the north and east side have aluminum siding over the wood siding. The applicant is proposing to replace all of the siding with wood clapboard siding, maintaining the same reveal as existing.

Affirmative finding.

(f) *Reduce energy utilization:*

All new construction is required to meet the Guidelines for Energy Efficient construction according to the requirements of Article VI. Energy Conservation, Section 8 of the City of Burlington Code of Ordinances. **Affirmative finding as conditioned.**

(g) *Make advertising features complementary to the site:*

There is no signage included with the proposal.

(h) *Integrate infrastructure into the building design:*

See Section 6.2.2. (p), above.

(i) *Make spaces secure and safe:*

All development is required to meet applicable building and life safety codes as defined by the building inspector and fire marshal. **Affirmative finding as conditioned.**

Article 8: Parking

The property is located within the Shared Use Parking District. Parking in this district requires 1 space per unit for multi-family buildings. Given the proposal's end result of 3 units, the development requires 3 onsite parking spaces. The site plan identifies 3, dimensionally compliant, parallel parking spaces along the south property line, served by an abutting 8' wide access lane.

Section 8.2.5 Bicycle Parking

Use	Long Term	Short Term	Proposed
Household Living – Multi unit	1 / 4 units	1 / 10 units	
Total Bicycle Parking Required	1	1	11

The site plan identifies 11 bike rack spots. These spots will locate under the covered breezeway and will satisfy both the short term and long term bicycle parking requirements. **Affirmative finding.**

II. Conditions of Approval

1. **Within 30 days of issuance of the building permit**, impact fees based on the net new building square footage shall be paid to the Department of Planning & Zoning.
2. **Prior to release of the zoning permit**, the applicant shall secure a letter of adequate capacity from DPW for water and sewer services.
3. **Prior to issuance of a certificate of occupancy**, the existing barn shall be removed from the site, and its footprint area converted to lawn use. The applicant may also have the option to utilize the area for landscaping, gardening, etc. If new impervious surfaces are proposed in the future, a zoning permit shall be obtained prior to installation.
4. All new utility lines shall be buried.
5. Any new utility meter(s) shall be grouped with existing meters, away of public view.
6. It is the applicant's responsibility to comply with all applicable ADA requirements.
7. All new construction must 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.
8. If necessary, it is the applicant's responsibility to amend the State of Vermont Wastewater permit.
9. 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.
10. Standard Permit Conditions 1-15.

Ryan Morrison

From: Arthur Chukhman < >
Sent: Sunday, March 25, 2018 6:07 PM
To: Ryan Morrison
Subject: Re: 176 North Winooski addition
Attachments: InlineBrochure_Final_web 5.pdf; 176 N WINOOSKI_032518_DRBsubmissionEmail.pdf

Ryan,

Attached is the cut sheet for the windows for the Existing building and a new set of drawings that has a few tweaks to make things clearer. It also shows lights on the site plan.

I'll stop in Monday and drop off a new hard copy of the drawings that is printed to scale this time.

I know you were looking for a better description of what is in Phase 2 of the project. I'll summarize it bellow. Let me know if this is sufficient.

Phase 2 Items.

- Retrofit of the existing building to match existing. This includes all new siding, trim, and windows, and doors.
- Rebuild or Partially rebuild existing porch to match existing. Except for a standing seam roof instead of the existing rolled asphalt roof.
- Demo the existing stairs to the existing porch and build new stairs to align with the front door.
- Breeze and associated shed. The breezeway connects to the proposed side entry porch which is part of phase
- Rain barrels
- Solar Panels

Let me know if there are any other outstanding items.

Arthur Chukhman, RA, CPHD
Duncan Wisniewski Architecture
255 South Champlain St.
802.864 6693 ext. 5#
www.duncanwisniewski.com

On Mar 16, 2018, at 3:31 PM, Arthur Chukhman < > wrote:

Thanks,

Sounds like it was scaled slightly down when printed. I'll give you an updated plan on Monday. I was planning on adding some notes to make things clearer anyway.

Thanks for your help,

Arthur Chukhman, RA, CPHD
Duncan Wisniewski Architecture
255 South Champlain St.

176 N. Winooski Ave Retrofit and Addition

Zoning Outline

Arthur Boris Chukhman

02.27.18

Team:

Owners: Sarah Wittman & Arthur B. Chukhman

Architect/Project Manager- Arthur B. Chukhman RA CPHC, Duncan Wisniewski Architecture

Prime Sub (Envelope): Jacob Deva Racusin CPHC, New Frameworks

Passive House Consultant- Chris West CPHC, Eco House of Vermont LLC

Overview:

- The existing building is a pre-1877 two story duplex **with two 800 sf apartments**. Each apartment is two bedroom one bath.
- The proposed addition will be a three story **2,300 sf addition** on the back of the existing building. It will create a new unit that will be a **2Bed/2Bath+office that is 1,800sf**, and add an additional bedroom and bathroom to each of the two existing units making those three bedroom each (existing bathrooms in those units are to be demolished).
- Phase 2 of the project will be a deep energy retrofit of the existing building which includes external insulation and new windows and doors.
- Phase 2 will also include an extension of the new porch over to a new storage shed which will in effect create a breezeway between the driveway and backyard.
- The project will extend the existing driveway by 32' to create 3 parallel parking spots along a drive rather than the existing 4 tandem spots.
- Existing lot coverage: 63%, Proposed Lot Coverage 73%, Allowable Lot coverage: 80%
- Parking: Existing - 4 spots (two sets of tandem spots). Proposed- 3 Parallel parking spots
- Proposed Building Height: 35' to midpoint of gable roof.

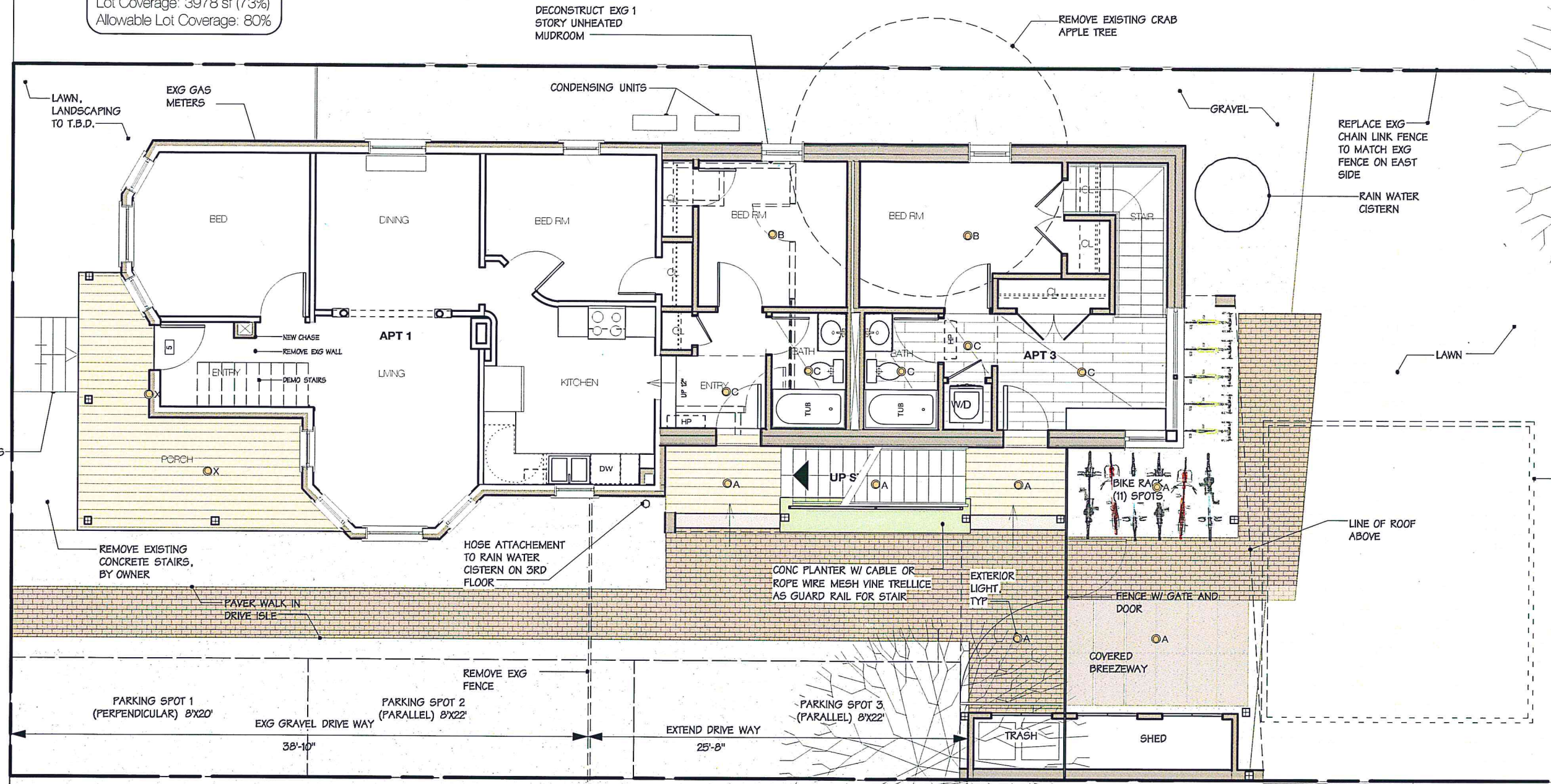
Project Goals:

- Build to the highest energy standard (Passive House Standard).
- Build an addition with a low embodied energy (Net Zero construction carbon footprint)
- Build with non toxic materials
- Minimize Stormwater runoff
- Capture rainwater for gardening.
- To improve the thermal comfort, indoor air quality, energy efficiency, and resilience of the existing building (Phase 2 Retrofit)
- Remodel existing building including kitchens and bathrooms
- Improve access to 2nd floor unit (Unit 2), current stair is not to code.
- Create an outdoor communal space for gathering and gardening.
- Promote bike commuting by providing bike storage and maintenance areas.

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PROPOSED:
 Lot Area: 5411 sf
 Green Space: 1433 sf
 Lot Coverage: 3978 sf (73%)
 Allowable Lot Coverage: 80%



SITE PLAN
 1/8"=1'-0"

176 NWA
 176 N. WINOOSKI AVE

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 ARCHITECTURE

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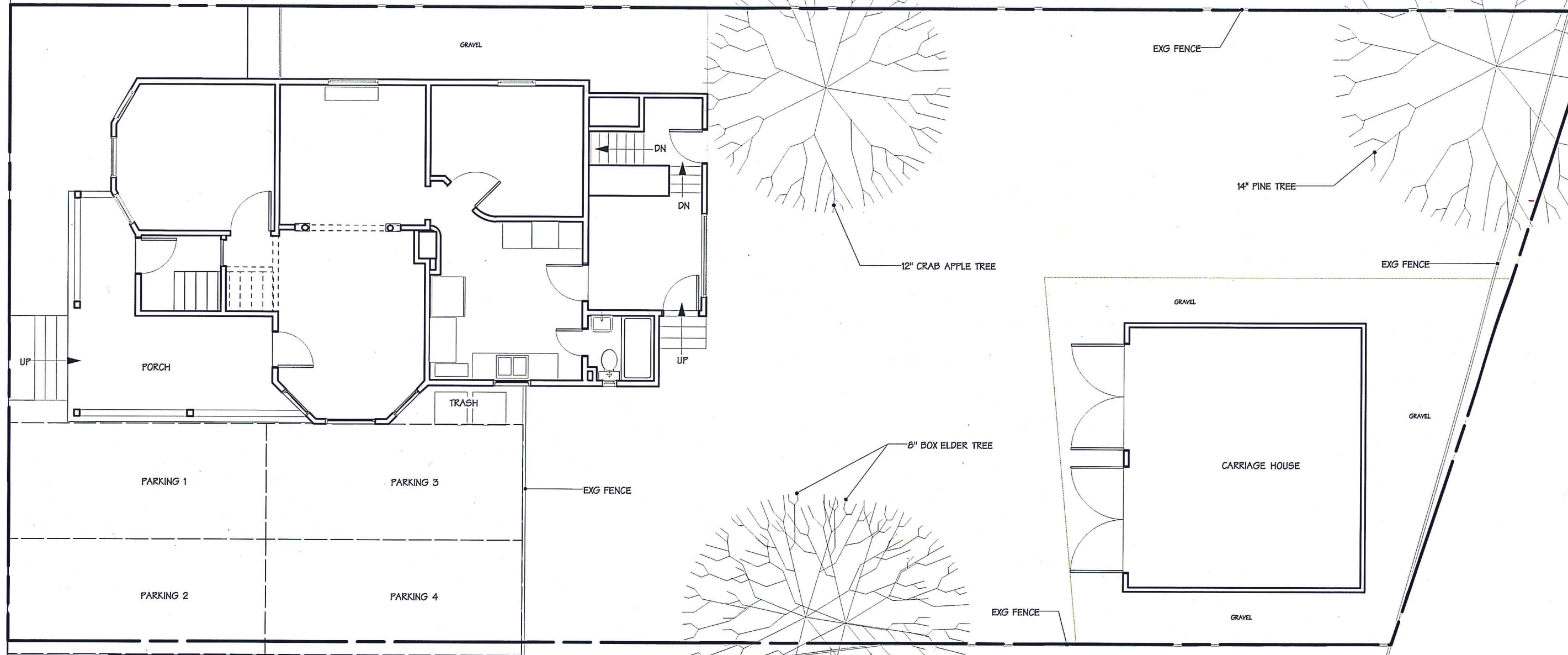
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DATE: 03.25.18

L-1

EXISTING:
 Lot Area: 5411 sf
 Green Space: 2548 sf
 Lot Coverage: 2863 sf (53%)
 Allowable Lot Coverage: 80%



EXISTING SITE PLAN
 1/8"=1'-0"

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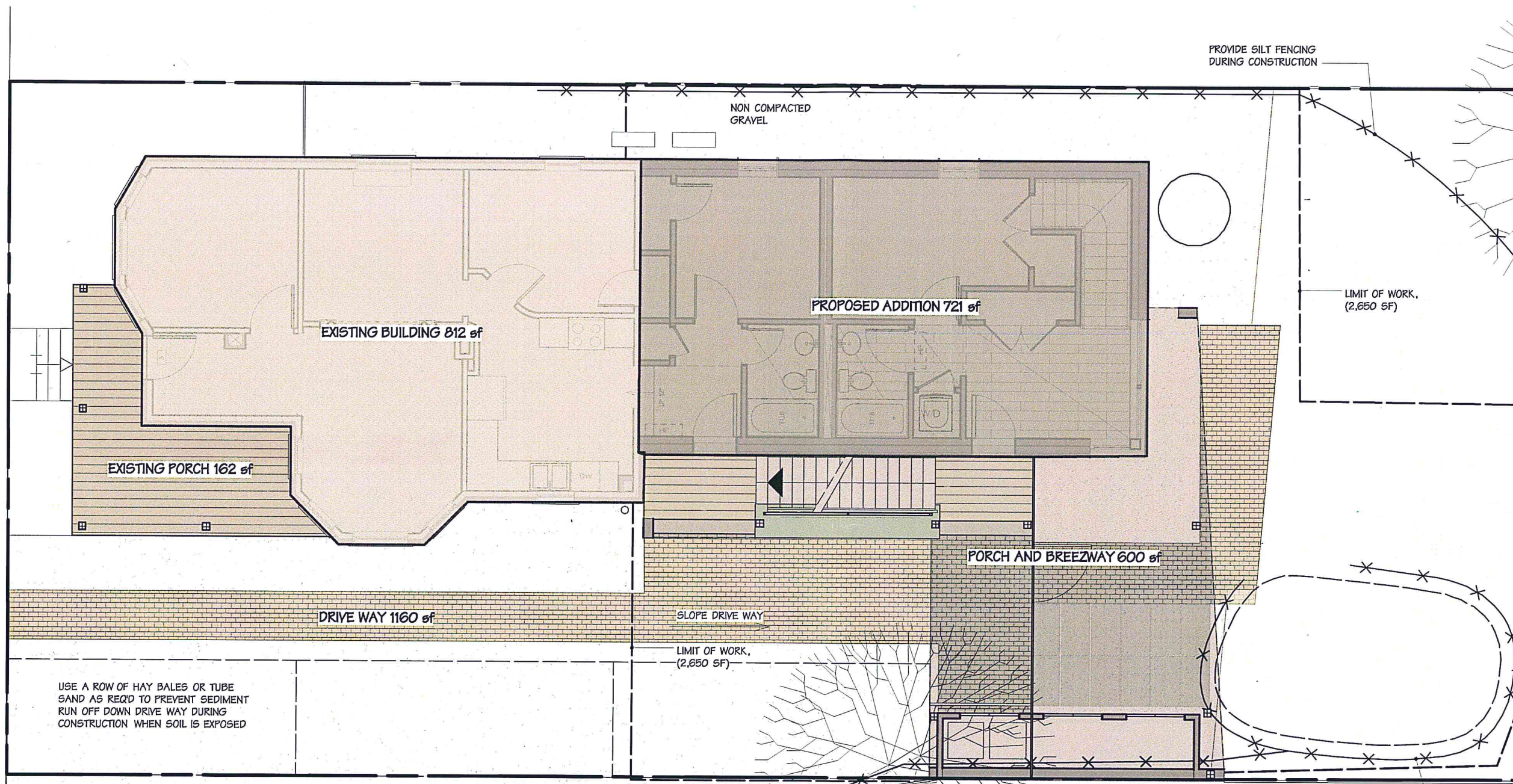
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CONSTRUCTION VEHICLES:
 -DO NOT PARK IN CITY RIGHT OF WAY
 -PREVENT SEDIMENT FROM LEAVING THE PROJECT BY CLEANING TIRES OF VEHICLES, OR USE CLEAN GRAVEL AT PROJECT ACCESS POINTS TO CLEAN TIRES
 -SWEEP CITY STREETS, SIDEWALKS AND BIKE PATHS DAILY OR AS NEEDED TO REMOVE SEDIMENT TRANSPORTED FROM THE PROJECT

NEIGHBORING BUILDING

TEMPORARY SOIL STOCKPILE, SURROUND WITH SILT FENCE OR HAYBALES. IF STOCKPILE REMAINS UNUSED FOR MORE THAN 14 DAYS, STOCKPILE TEMPORARY STABILIZATION MEASURES SHALL BE APPLIED TO STOCKPILE



CIVIL SITE PLAN

1/4"=1'-0"

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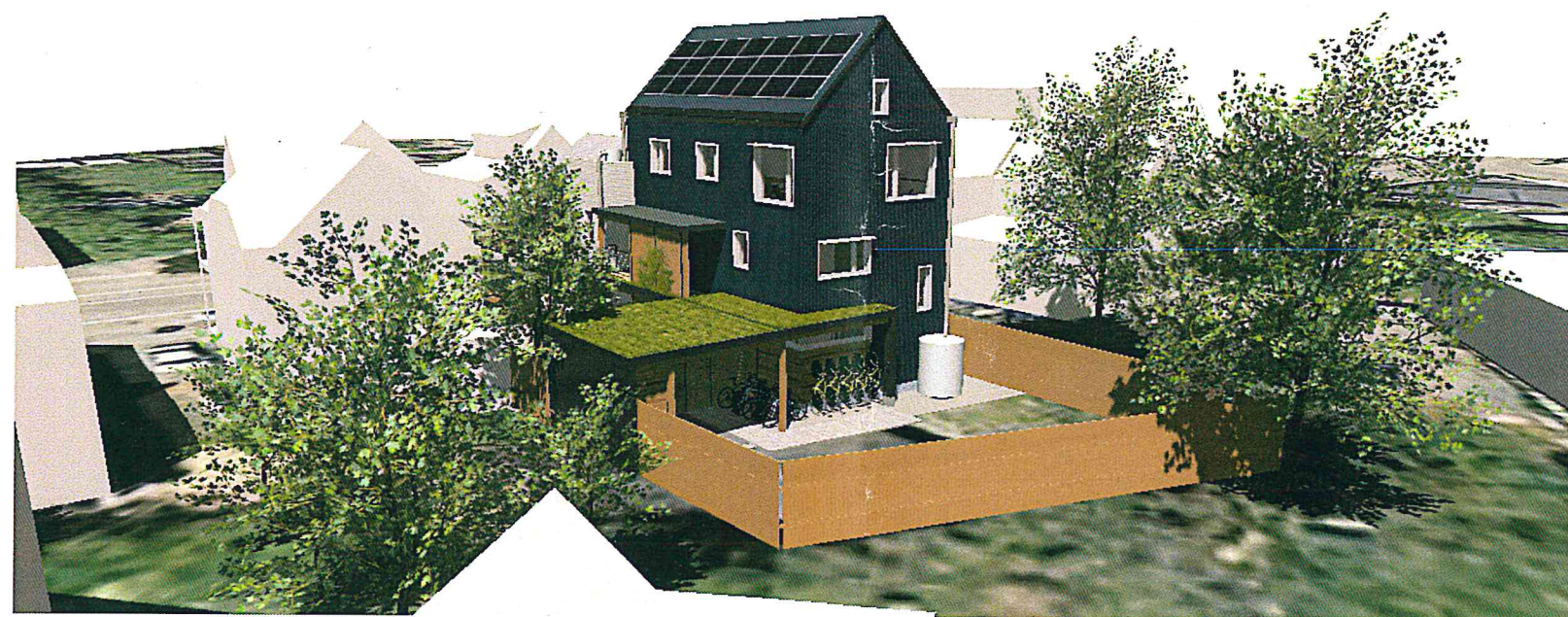
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VIEW FROM WEST (STREET VIEW)



VIEW FROM EAST (BACK YARD)

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VIEW FROM WEST (STREET VIEW)

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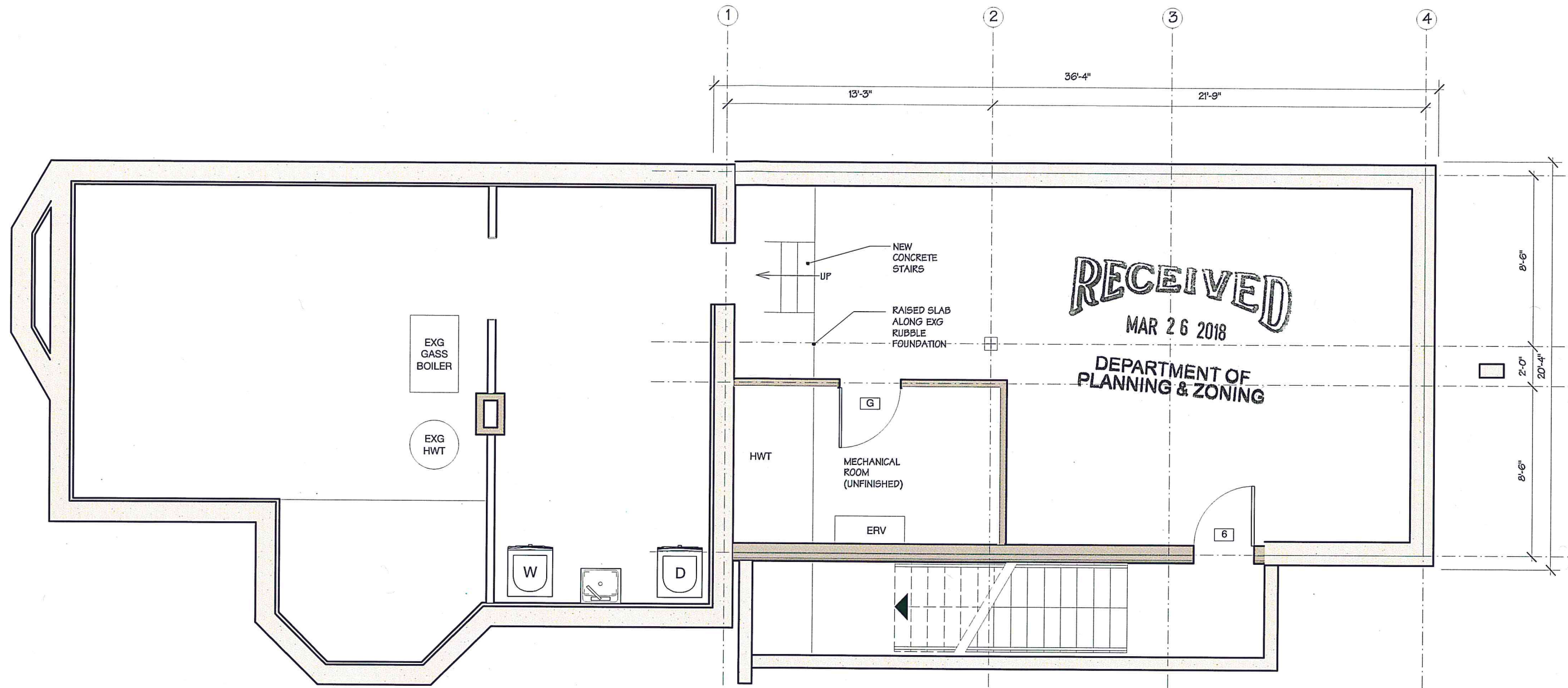
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 BASEMENT PLAN
1/8"=1'-0"

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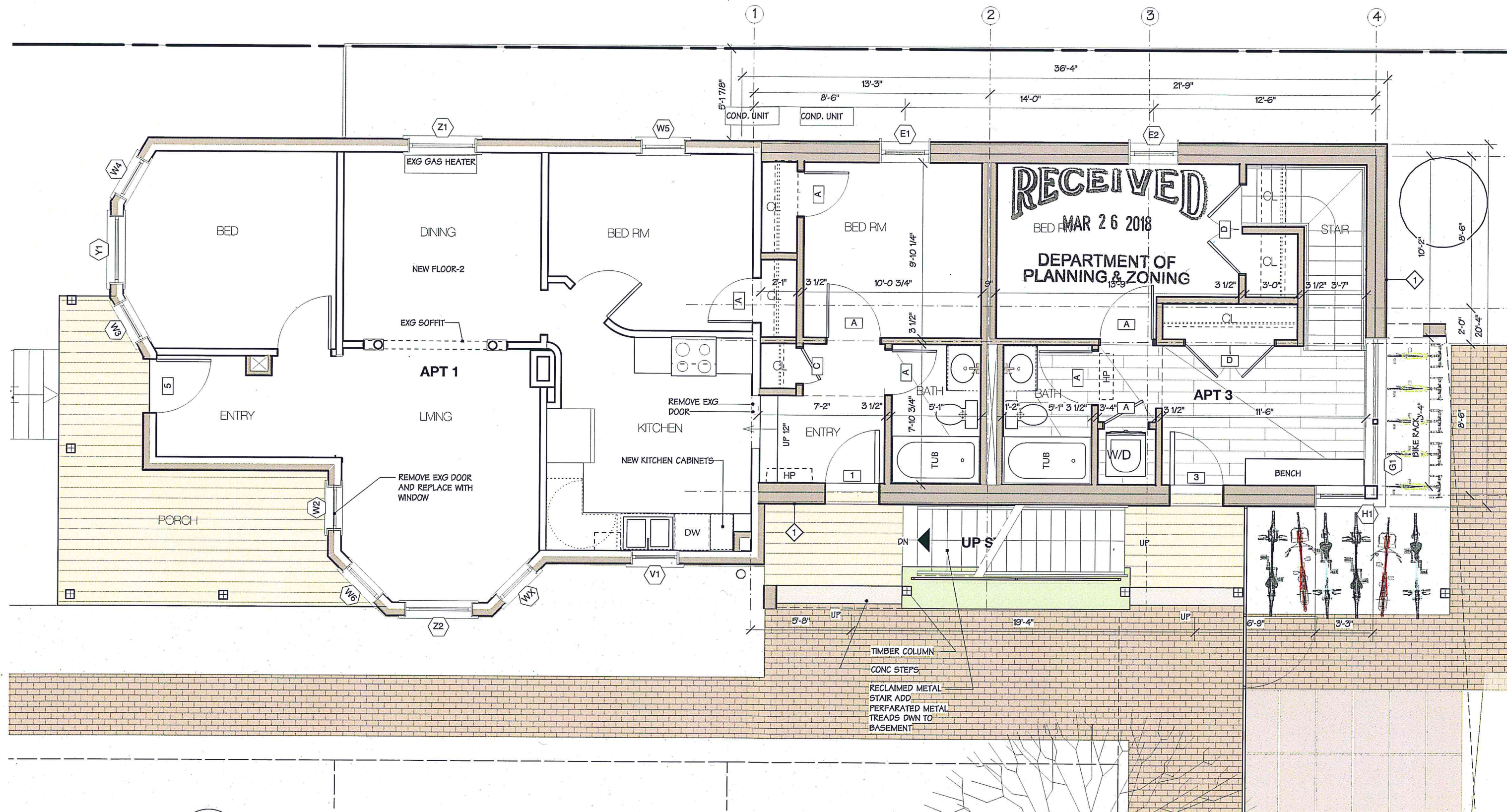
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FIRST FLOOR PLAN
1/8"=1'-0"

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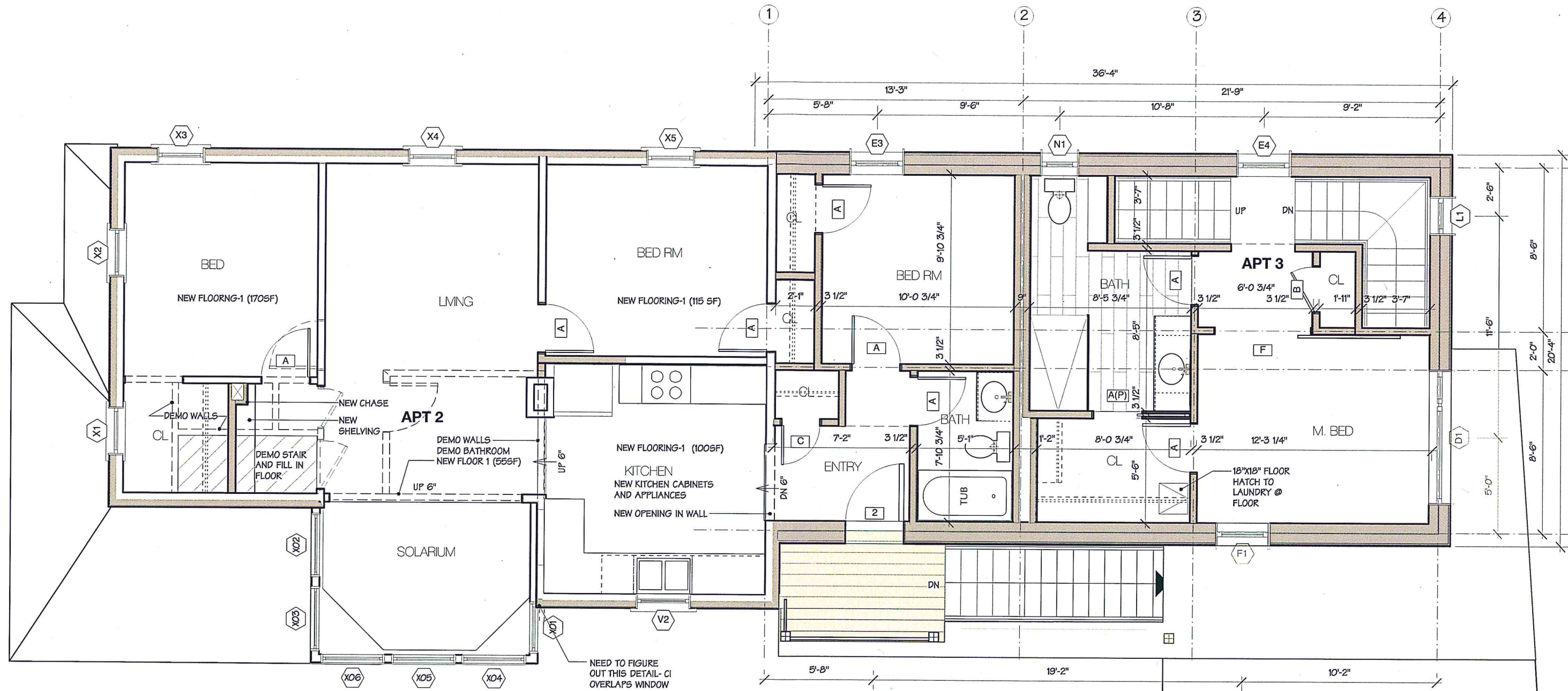
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SECOND FLOOR PLAN

1/8"=1'-0"

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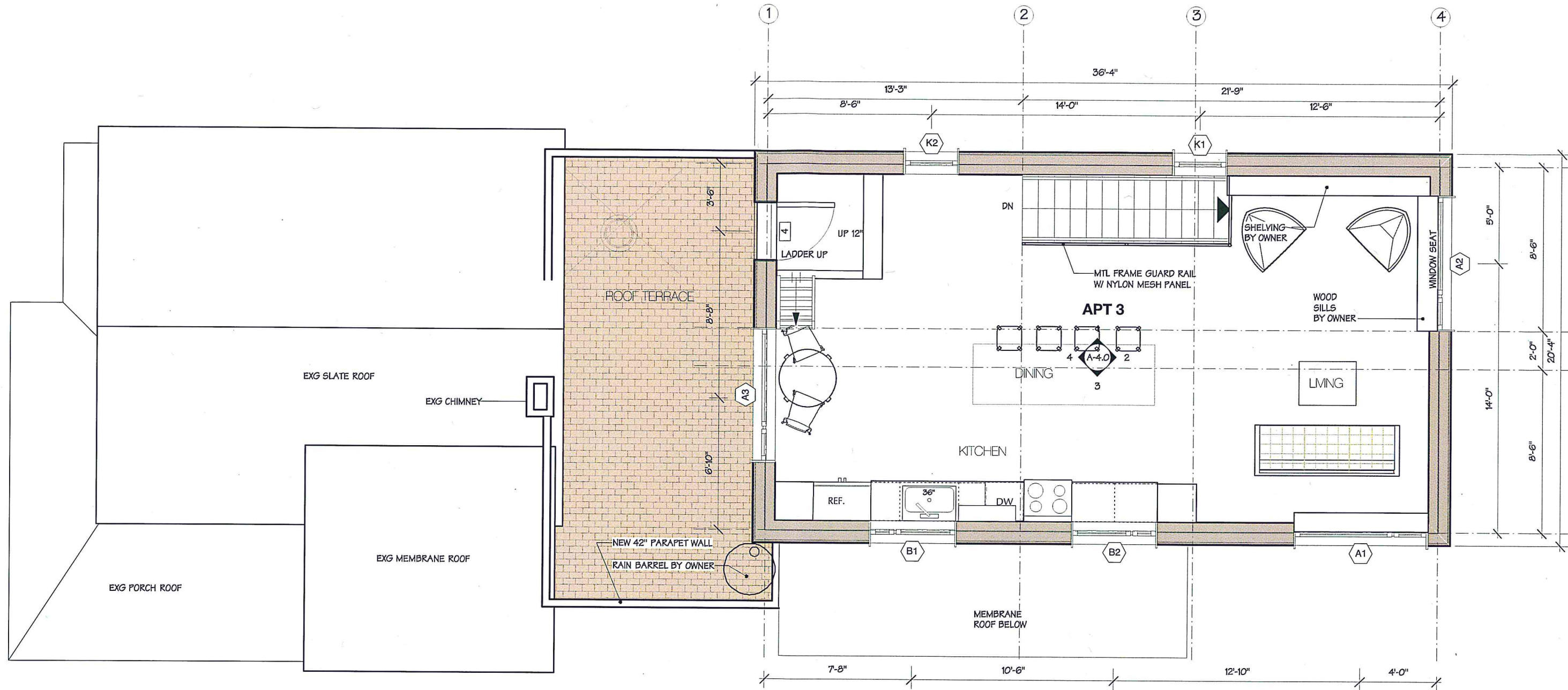
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THIRD FLOOR PLAN
1/8"=1'-0"

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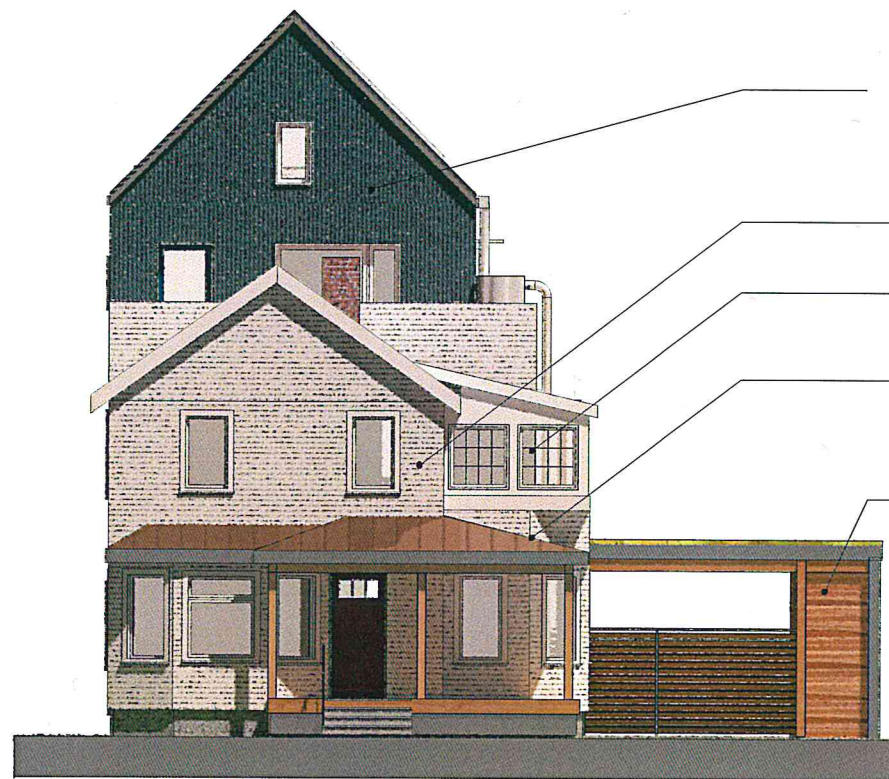
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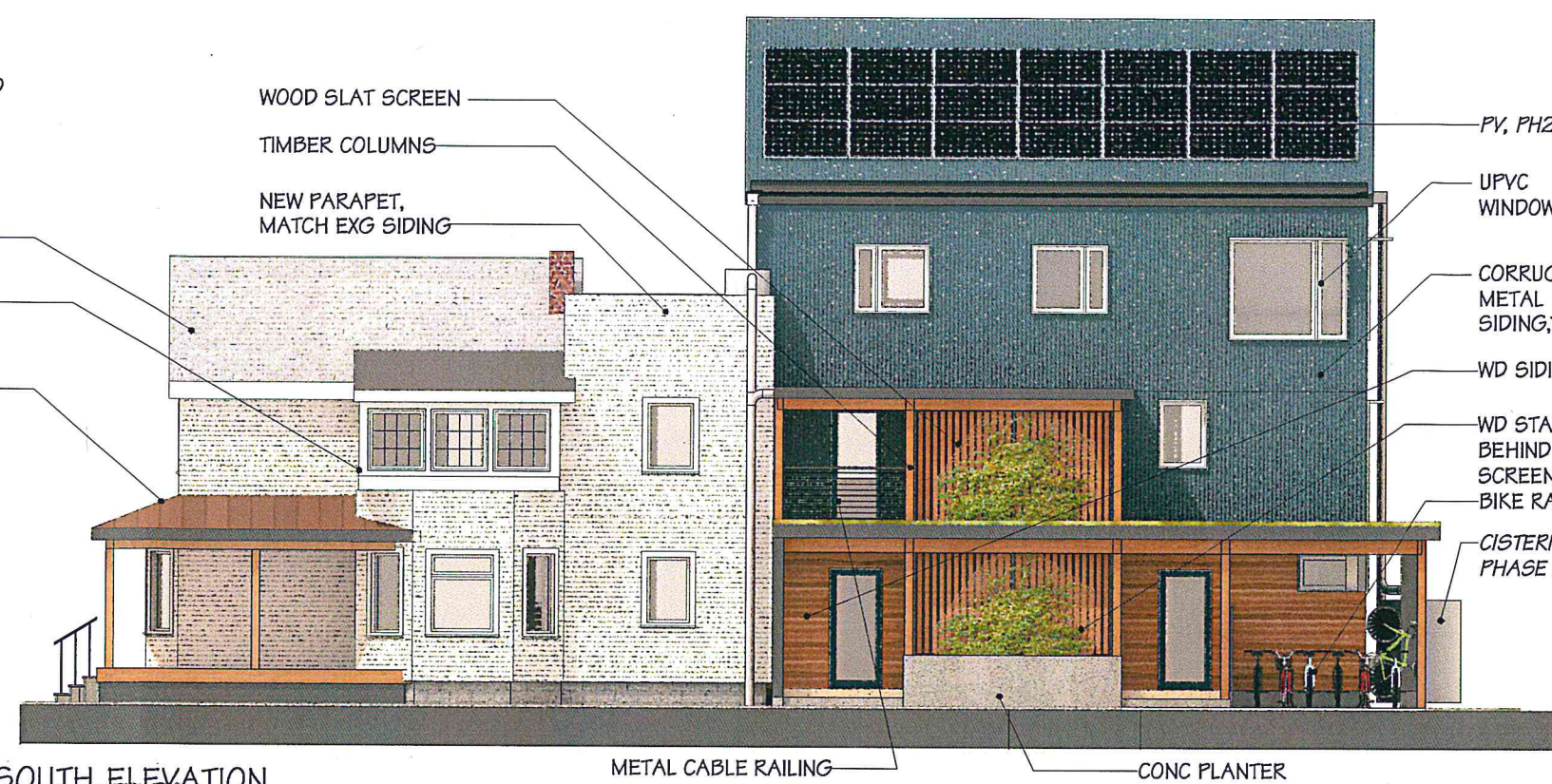
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1 WEST ELEVATION
Scale: 3/32" = 1'-0"



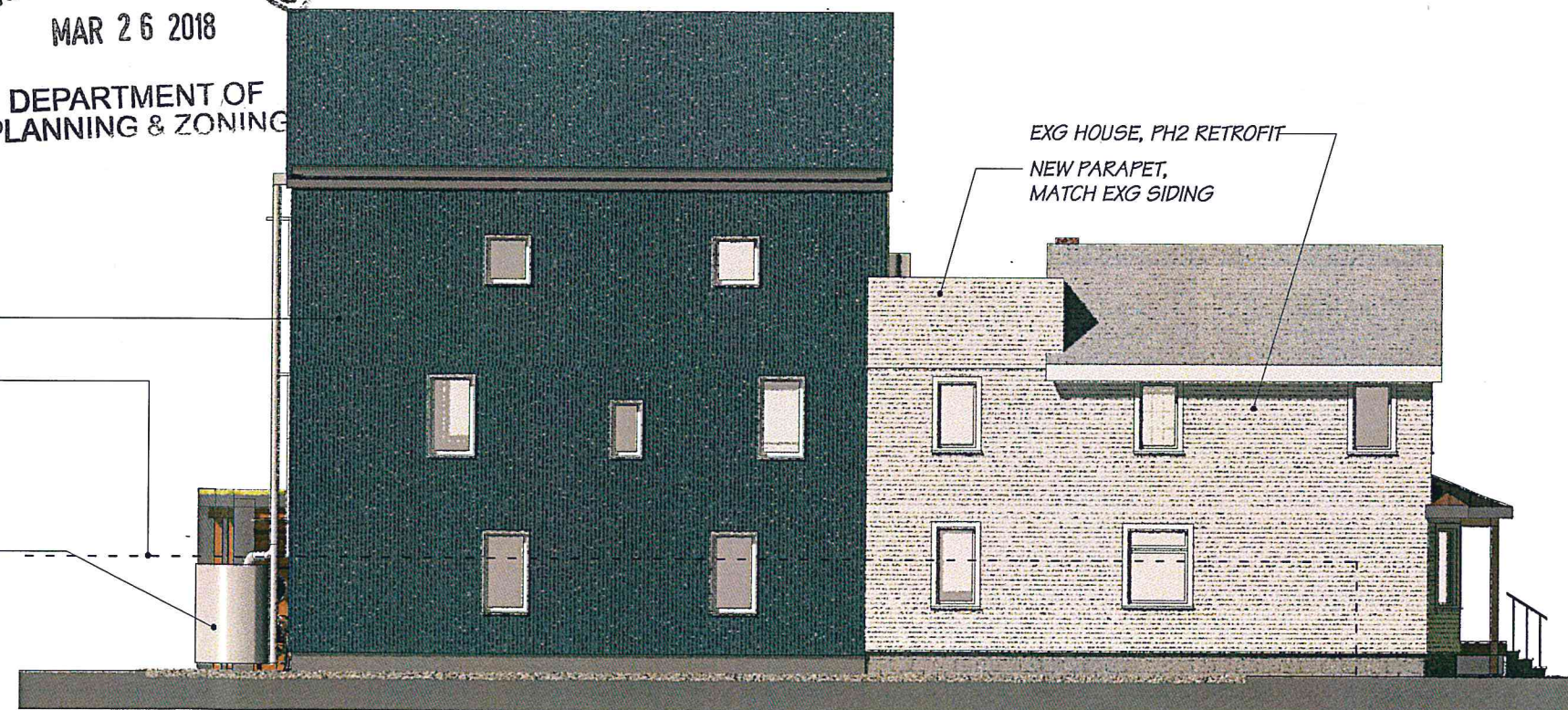
SOUTH ELEVATION
Scale: 3/32" = 1'-0"

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4 EAST ELEVATION
Scale: 3/32" = 1'-0"



4 NORTH ELEVATION
Scale: 3/32" = 1'-0"

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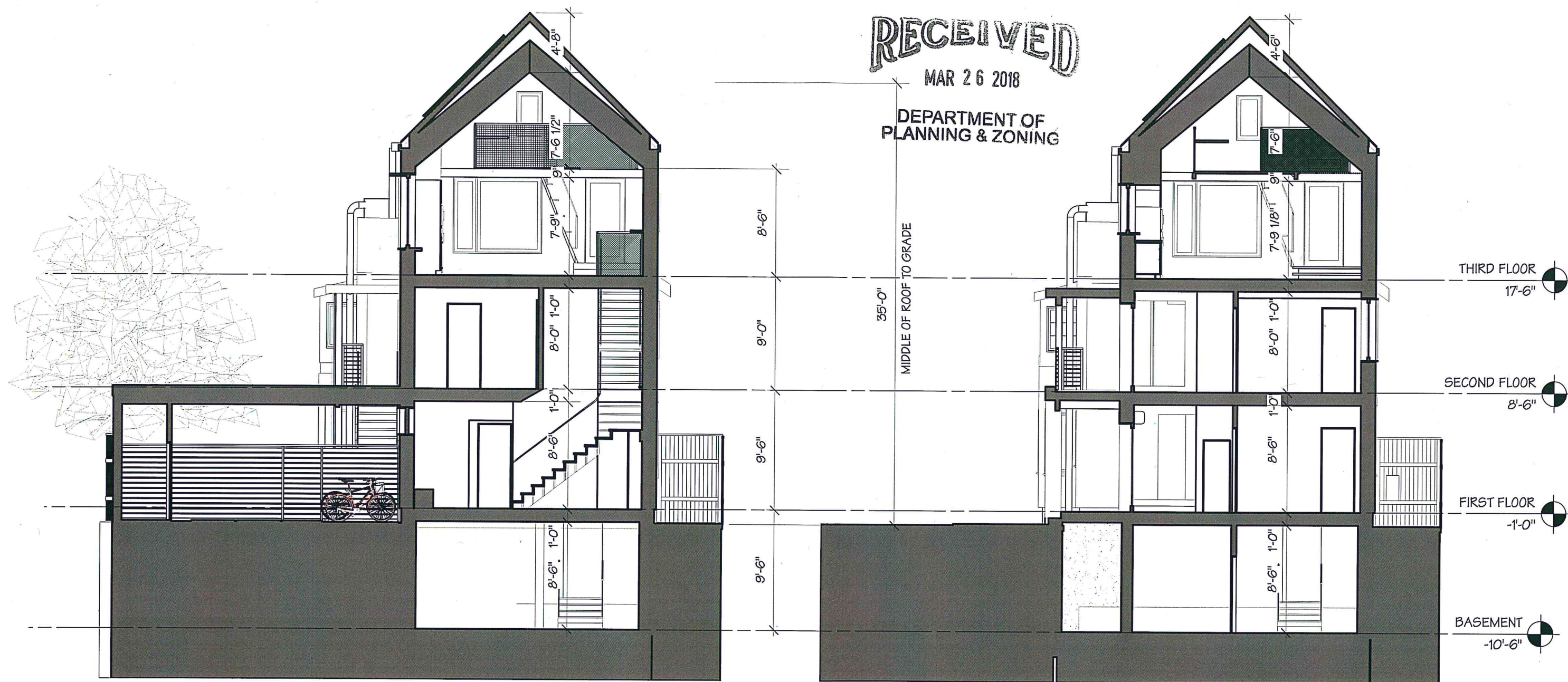
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3 SECTION
Scale: 1/8" = 1'-0"

3 SECTION
Scale: 1/8" = 1'-0"

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EXISTING BUILDING PHOTOS



VIEW FROM NORTH WINOOSKI AVE



VIEW OF SOUTH WEST ELEVATION FROM DRIVE WAY



VIEW FROM NORTH WEST

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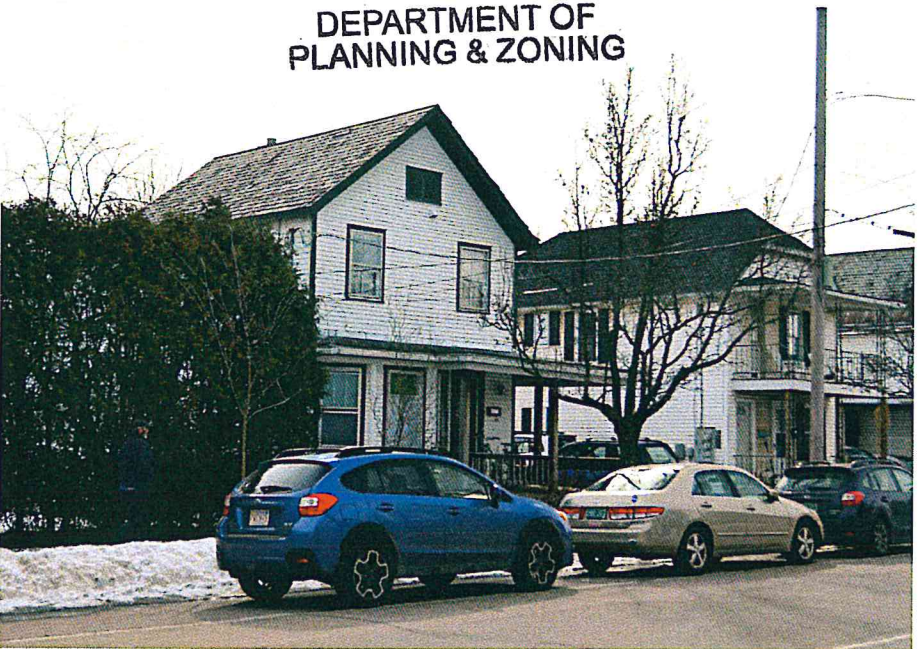
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VIEW FROM NEIGHBORS TO THE NORTH



VIEW OF BUILDING FROM BACK YARD



VIEW FROM NORTH WEST

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X-P1

CARRIAGE HOUSE PHOTOS



CARRIAGE HOUSE BEFORE RENOVATION



CARRIAGE HOUSE DEMO WORK



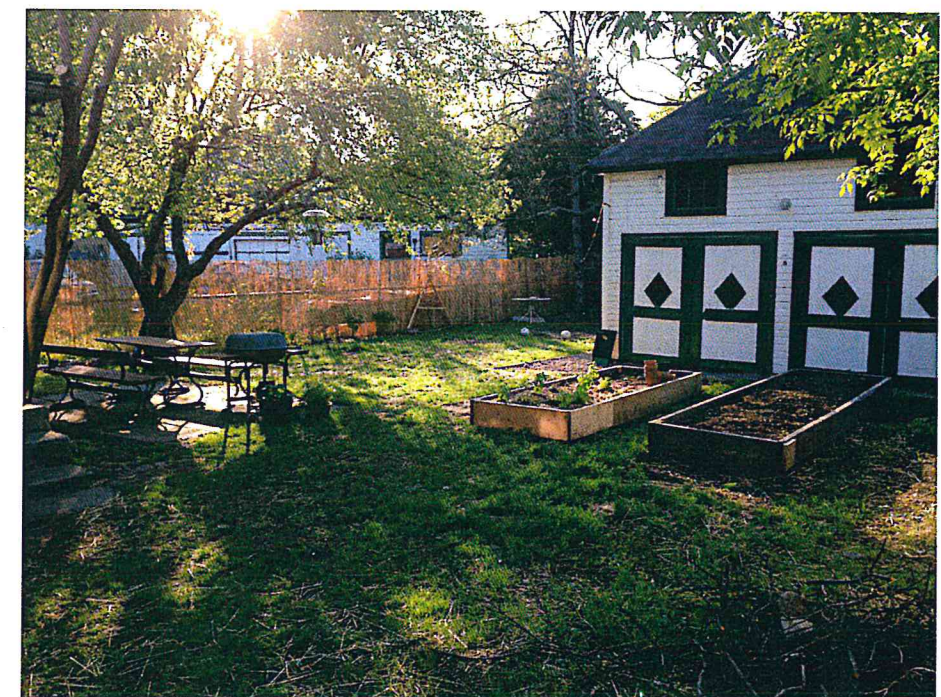
CARRIAGE HOUSE- SISTER EXG STUDS AND ADDING NEW SILL



CARRIAGE HOUSE NEW DOORS, TRIM AND SIDING



CARRIAGE HOUSE AFTER RENOVATION FROM NORTH



CARRIAGE HOUSE AFTER RENOVATION FROM SOUTH WEST

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NEIGHBORHOOD PHOTOS



MODERN ADDITION TO OLD BUILDINGS. CORRUGATED METAL PRECEDENT



LARGE SCALE AND SMALL SCALE MULTI-FAMILY



MIX OF FLAT AND GABLE ROOFS



VARIETY OF HEIGHT AND SCALE

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VIEW FROM WEST (STREET VIEW)

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Project: 176 NWA

Date: January 17, 2018

Location: Burlington, VT

Client: Arthur Chukhman

Prepared by: Athena Papadopoulou (athena@eas-usa.com)

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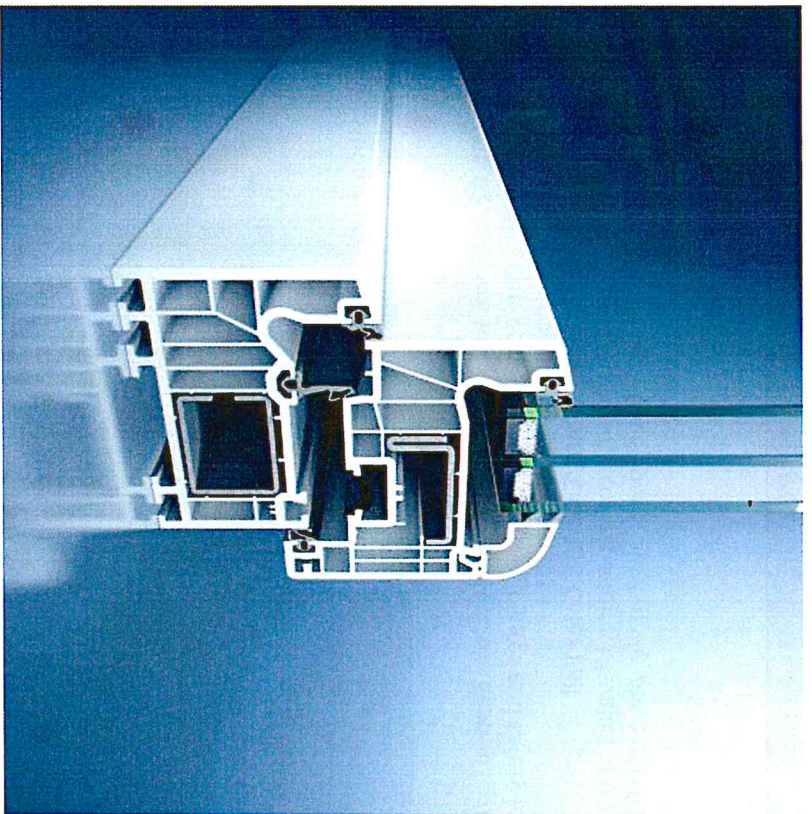
Based on the information received the following estimate was prepared:



- Profile system: **SCHUCO Living 82 MD, 82 AS (previously SI82) uPVC Window/Door System**
- Hardware: **SCHUCO VarioTec, fully perimeter locking with 2 security closures and safety lock**
- Color Finish: **SCHUCO Handle, style—standard, color-white, hinges-white**
- Frame: **Interior/Exterior: White DOORS: Interior White/Exterior: Color Foil**
- Glazing: **SI 82 (Windows), 6-Chamber Profile System with corresponding Uf-value of 0.190 Btu/(h·ft²·°F)**
- Accessories: **Triple Glazed Low E Insulated with Warm-Edge Spacer System U_g-value of 0.018 Btu/(h·ft²·°F)**
Insect Screens in White, Grey Mesh

Glazing Type	U-value	SHGC	VT
CLIMATOP ULTRA N TRIPLE PANE	0.105	0.50	0.71

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SCHUCO SI82 uPVC Window

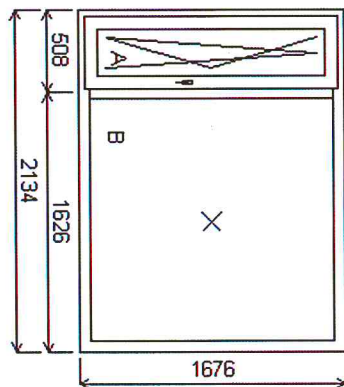
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ID	Description	Profile	Name	Type	Glass	Screen	Width	Height	Unit	Qty	Cost	Total
A1	DOUBLE TILT/TURN LEFT+FIXED WINDOW	S182	Ultra N	triple	-	YES	7'0"	5'6"	\$ 1,158	1	\$ 1,158	\$ 1,158
A2	DOUBLE TILT/TURN LEFT+FIXED WINDOW	S182	Ultra N	triple	-	YES	7'0"	5'6"	\$ 1,158	1	\$ 1,158	\$ 1,158
A3	DOUBLE FIXED+TILT/TURN RIGHT WINDOW	S182	Ultra N	triple	-	YES	7'0"	5'6"	\$ 1,158	1	\$ 1,158	\$ 1,158
D2	DOUBLE TILT/TURN LEFT+FIXED WINDOW	S182	Ultra N	triple	-	YES	7'0"	4'6"	\$ 998	1	\$ 998	\$ 998
E1-6	SINGLE TILT/TURN RIGHT WINDOW	S182	Ultra N	triple	-	YES	2'10"	4'6"	\$ 474	5	\$ 2,370	\$ 2,370
E7	SINGLE TILT/TURN RIGHT WINDOW	S182	Ultra N	triple	-	YES	2'6"	4'6"	\$ 445	1	\$ 445	\$ 445
G1	DOUBLE FIXED+FIXED WINDOW	S182	Ultra N	triple	-	-	8'0"	2'0"	\$ 522	1	\$ 522	\$ 522
G2	DOUBLE FIXED+FIXED WINDOW	S182	Ultra N	triple	-	-	8'0"	2'0"	\$ 522	1	\$ 522	\$ 522
K1	DOUBLE FIXED+TILT/TURN RIGHT WINDOW	S182	Ultra N	triple	-	YES	4'6"	3'6"	\$ 646	1	\$ 646	\$ 646
K2	DOUBLE TILT/TURN LEFT+FIXED WINDOW	S182	Ultra N	triple	-	YES	4'6"	3'6"	\$ 646	1	\$ 646	\$ 646
K3/4/5	SINGLE TILT ONLY WINDOW	S182	Ultra N	triple	-	YES	2'10"	3'0"	\$ 356	3	\$ 1,068	\$ 1,068
L	SINGLE FIXED WINDOW	S182	Ultra N	triple	-	-	2'6"	6'0"	\$ 366	1	\$ 366	\$ 366
M	SINGLE TILT ONLY WINDOW	S182	Ultra N	triple	-	YES	4'6"	2'0"	\$ 387	1	\$ 387	\$ 387
H1/8	SINGLE TILT/TURN LEFT WINDOW	S182	Ultra N	triple	-	YES	2'9"	4'0"	\$ 432	2	\$ 864	\$ 864
H2-6	SINGLE TILT/TURN RIGHT WINDOW	S182	Ultra N	triple	-	YES	2'6"	4'8"	\$ 454	4	\$ 1,816	\$ 1,816
H4	SINGLE TILT/TURN RIGHT WINDOW	S182	Ultra N	triple	-	YES	2'4"	4'6"	\$ 431	1	\$ 431	\$ 431
H9-12	SINGLE TILT/TURN RIGHT WINDOW	S182	Ultra N	triple	-	YES	2'6"	4'0"	\$ 412	4	\$ 1,648	\$ 1,648
H13/14	SINGLE TILT/TURN RIGHT WINDOW	S182	Ultra N	triple	-	YES	2'10"	4'0"	\$ 439	2	\$ 878	\$ 878
J1	SINGLE FIXED WINDOW	S182	Ultra N	triple	-	-	3'0"	4'8"	\$ 486	1	\$ 486	\$ 486
J2	SINGLE FIXED WINDOW	S182	Ultra N	triple	-	-	3'9"	4'8"	\$ 544	1	\$ 544	\$ 544
J3	SINGLE FIXED WINDOW	S182	Ultra N	triple	-	-	3'10"	5'0"	\$ 572	1	\$ 572	\$ 572
1	TURN RIGHT ENTRY DOOR (NO WARRANTY)	S182	Ultra N	triple	YES	-	3'0"	8'0"	\$ 2,795	1	\$ 2,795	\$ 2,795
2	TURN LEFT ENTRY DOOR (NO WARRANTY)	S182	Ultra N	triple	YES	-	3'0"	8'0"	\$ 2,795	1	\$ 2,795	\$ 2,795
3	TURN LEFT ENTRY DOOR (NO WARRANTY)	S182	Ultra N	triple	YES	-	3'0"	8'0"	\$ 2,795	1	\$ 2,795	\$ 2,795
4	TILT/TURN RIGHT PATIO DOOR	S182	Ultra N	triple	YES	-	3'0"	7'0"	\$ 1,435	1	\$ 1,435	\$ 1,435
Friends and Family Discount											\$ 4,753	\$ 4,753
TOTAL 39 WINDOWS AND DOORS (not incl. screens)											\$ 23,750	\$ 23,750

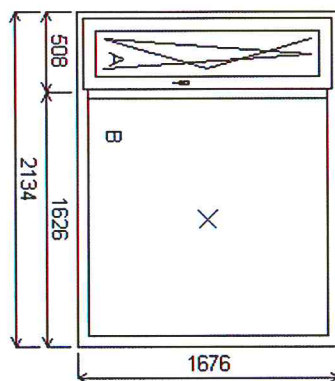
ALTERNATIVES												
E1-6	SINGLE TILT/TURN RIGHT WINDOW	Aluins	Ultra N	triple	-	-	2'10"	4'6"	\$ 777	0	\$ -	\$ -
1alt	TURN RIGHT ENTRY DOOR	S182	Ultra N	triple	YES	-	3'0"	7'4 3/16"	\$ 2,705	0	\$ -	\$ -
1alt1	TURN RIGHT ENTRY DOOR (TRANSOM)	S182	Ultra N	triple	YES	-	3'0"	8'0"	\$ 2,943	0	\$ -	\$ -
ADDITIONAL COSTS, OPTIONS AND UPGRADES												

SALES TAX (MA & NY CUSTOMERS)												
SHIPPING AND DELIVERY											\$ 3,840	\$ -
INSECT SCREENS AS PER SCHEDULE ABOVE											\$ 1,427	\$ -
INSTALLATION BY EAS STAFF AVAILABLE											TBD	\$ -
INSTALLATION BY CUSTOMER - FREE INSTALLATION TRAINING ON DAY OF DELIVERY											INCLUDED	\$ -
SAFETY GLASS (ALL 3 PANES TEMPERED) AS PER SCHEDULE ABOVE											INCLUDED	\$ -

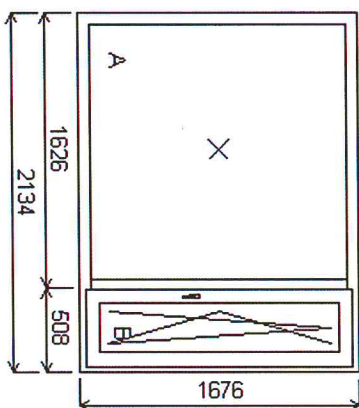
unit A1
(7'-0" x 5'-6")



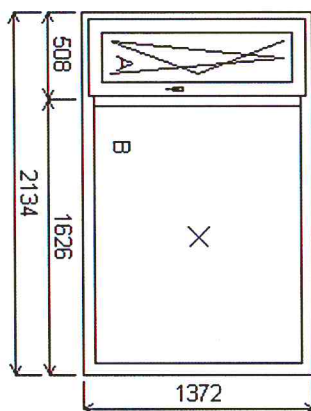
unit A2
(7'-0" x 5'-6")



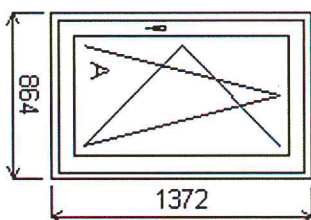
unit A3
(7'-0" x 5'-6")



unit D2
(7'-0" x 4'-6")



unit E1-6
(2'-10" x 4'-6")

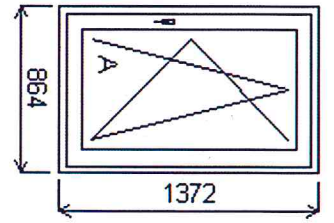


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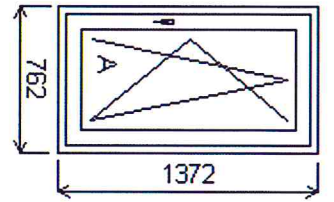
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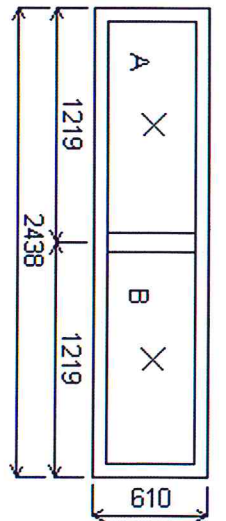
unit E1-6a1
(2'-10" x 4'-6")



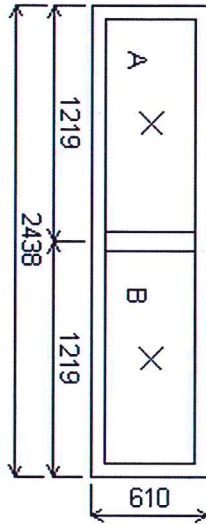
unit E7
(2'-6" x 4'-6")



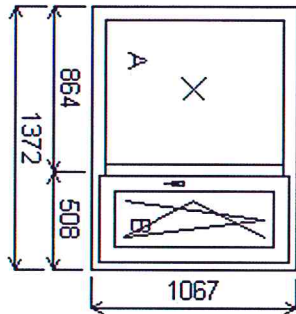
unit G1
(8'-0" x 2'-0")



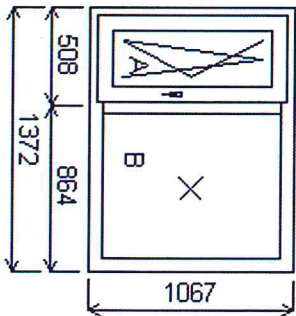
unit G2
(8'-0" x 2'-0")



unit K1
(4'-6" x 3'-6")

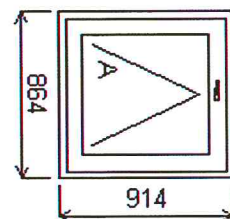


unit K2
(4'-6" x 3'-6")

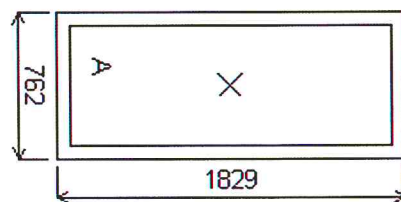


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DEPARTMENT OF PLANNING & ZONING

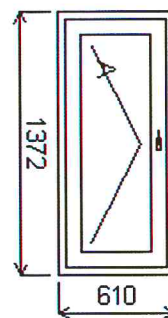
unit K3/4/5
(2'-10" x 3'-0")



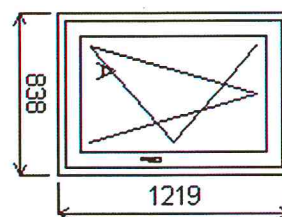
unit L
(2'-6" x 6'-0")



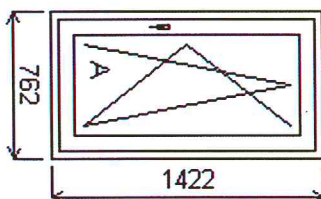
unit M
(4'-6" x 2'-0")



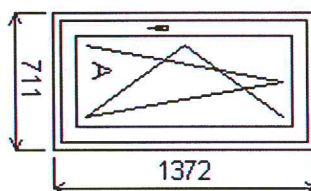
unit H1/8
(2'-9" x 4'-0")



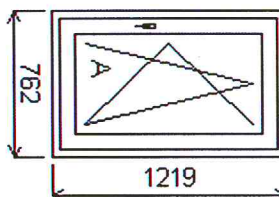
unit H2-6
(2'-6" x 4'-8")



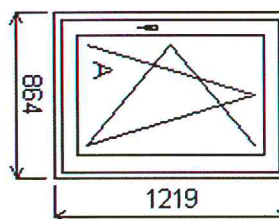
unit H4
(2'-4" x 4'-6")



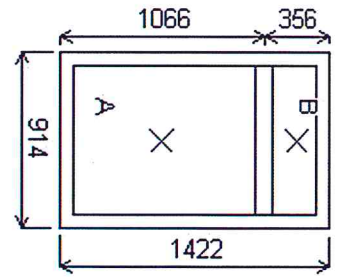
unit H9-12
(2'-6" x 4'-0")



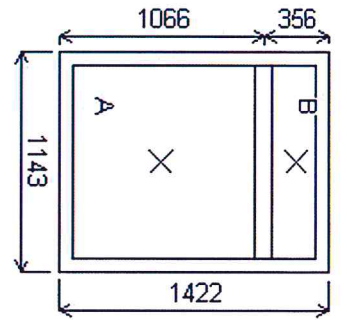
unit H13/14
(2'-10" x 4'-0")



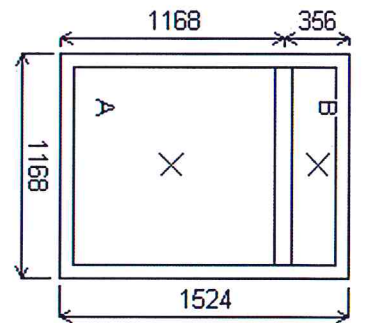
unit J1
(3'-0" x 4'-8")



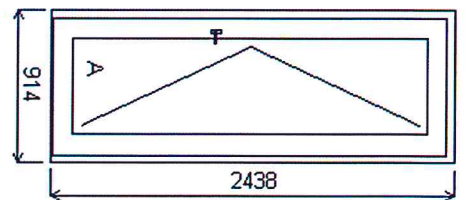
unit J2
(3'-9" x 4'-8")



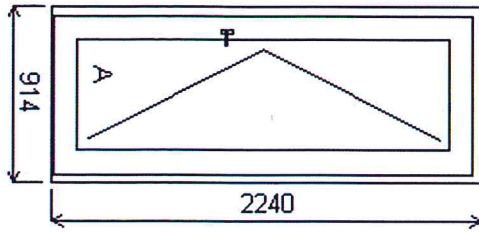
unit J3
(3'-10" x 5'-0")



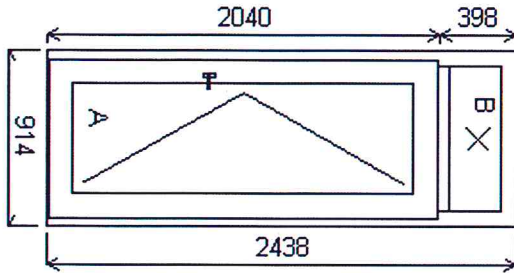
unit 1
(3'-0" x 8'-0")



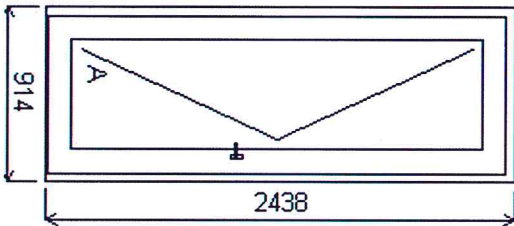
unit 1alt
(3'-0" x 7'-4 3/16")



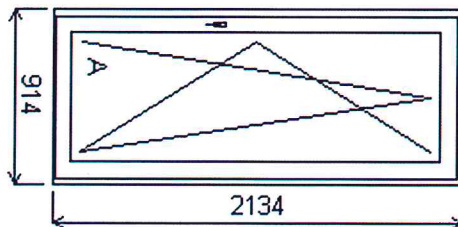
unit alt1
(3'-0" x 8'-0")



unit 2,3
(3'-0" x 8'-0")



unit 4
(3'-0" x 7'-0")



ALL ELEVATION VIEWS FROM THE INTERIOR

We are pleased to quote the following custom windows and doors from European Architectural Supply.

1. The items quoted include the following:

- 1.1 Residential PVC (vinyl) windows/doors manufactured using the German-made SCHUCO technology.
- 1.2 All glass surfaces are quoted as super-insulated triple pane argon glass with the **Ug value = 0.10**, unless noted otherwise.
- 1.3 Units requiring "safety glass" are quoted using a combination of tempered glass with argon fill, unless noted otherwise.
- 1.4 All muntins are quoted as a simulated-divided lites, except for structural mullions which are true-divided.
- 1.5 The windows can be installed with a variety of sills including stone, brick, cast stone, extruded aluminum, EIFS Stucco. Custom sills are available. This quotation assumes a customer-provided sill.
- 1.6 All window units include a concealed double gasket against water and air infiltration.
- 1.7 All tilt-turn units include multiple-point perimeter locking hardware manufactured of corrosion-resistant steel.
- 1.8 All windows and patio doors include handles, available in 5 designer finishes. Custom handles are available through Rocky Mountain Hardware. Entry doors are shipped with mortised locks. Handles and trim are available from a wide variety of US and European manufacturers.
- 1.9 The quotation includes US customs duties and customs processing fees.

2. Transportation and Delivery

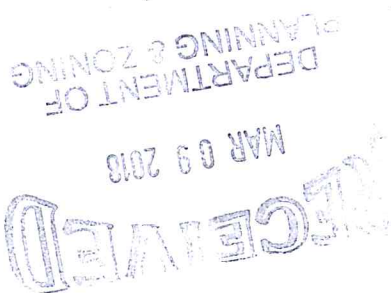
- 2.1 All windows and doors are packed at the manufacturing plant and generally remain undisturbed until the unloading.
- 2.2 Our shipments are insured to the location of unloading. In case of in-transit damage, EAS will provide (a) on-site repair if possible/acceptable or (b) accelerated manufacturing of a replacement unit shipped by Air-cargo (size permitting). We are currently operating at a 0% damage track record.

3. Installation

- 3.1 The quotation does not include installation unless specifically quoted.

4. The quotation does not include:

- 4.1 Sales Tax.
- 4.2 Sills, interior or exterior trim unless specifically quoted.
- 4.3 Installation, cleaning, caulking, flashing or other type of waterproofing unless specifically quoted.
- 4.4 Insurance or protection during and after unloading.
- 4.5 Machinery or scaffolding necessary to unload and place the units.
- 4.6 Jamb extensions unless specifically quoted.





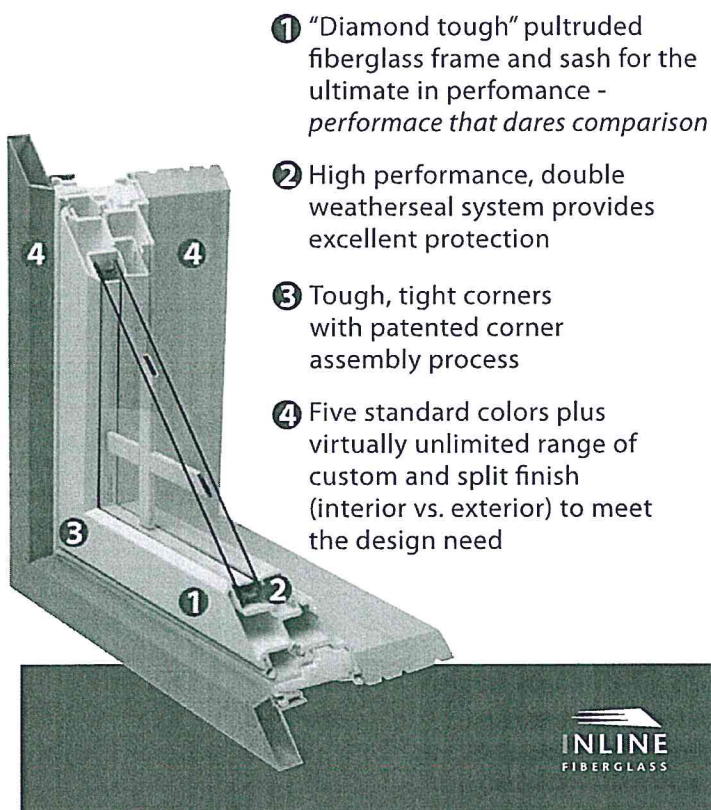
Casement Awning - 325 SERIES DIRECT SET & PICTURE WINDOWS

The ultimate in beauty and performance

Sovereign|FG™ Casement/Awning Window Series are the most elegant and functional window system available. They offer an unobstructed view and their smooth, elegant lines blend perfectly. In terms of functionality, their operating performance is second to none.

The Sovereign|FG™ Casement/Awning Series offers a choice in fixed/operable combinations that will optimize sight lines while maintaining architectural symmetry.

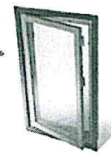
Note: This can be especially important when considering the effects of grille detailing



STANDARD multi-point casement locking system sequentially locks the window from bottom to top while providing enhanced security.



CASEMENT



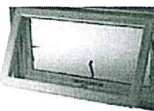
- Sash opens to 90 degrees, allowing access from interior for ease of cleaning.
- Tight air and water seal with compression lock against durable, double weatherseals.
- Excellent hardware, locking system and material design results in F-2 security rating (CSA standards).

LOW PROFILE FIXED



- Narrow frame profile is designed to maximize glass area for optimal viewing, light and passive solar benefits.
- Available with High performance glass options in Low-E and/or Heat Mirror.
- Tough, tight corners with patented shearblock assembly, silicone sealed & mechanically fastened to guarantee a true fit.

AWNING



- Keeps the rain out while allowing fresh air in.
- Folding or small roto hardware allow for less obtrusive hardware, allowing blinds to pass without interference.
- Material strength and frame/sash design allow creation of large operable units.

HIGH PROFILE FIXED



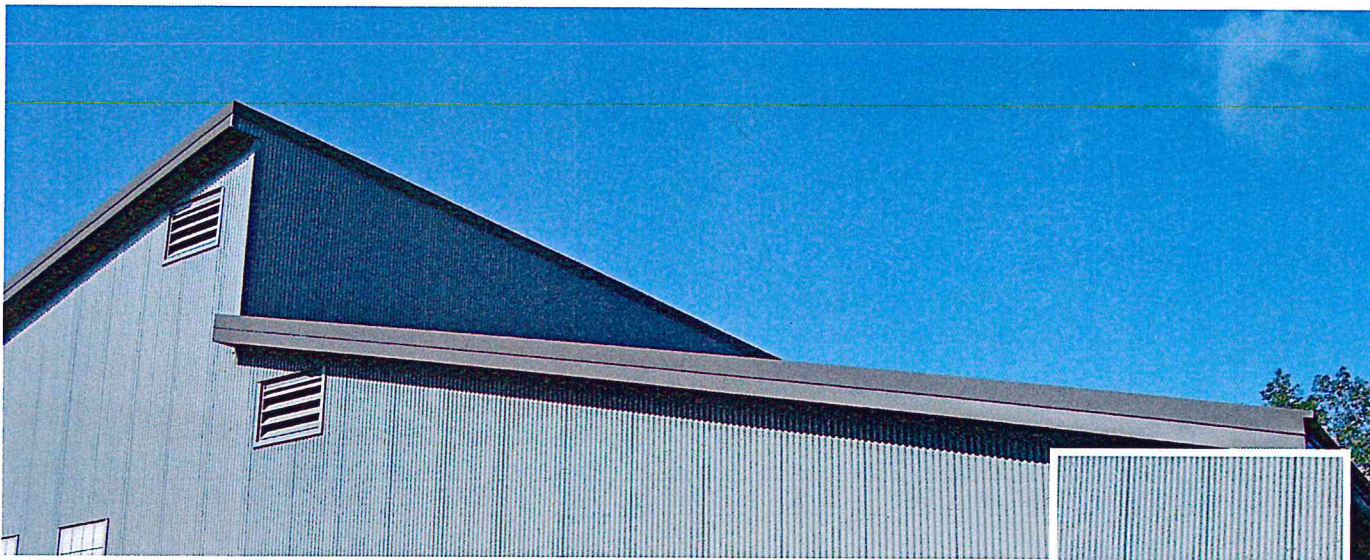
- Wide frame profile designed to elegantly match site lines of flanking operable windows.
- Superior design detail places the plane of the glass at the same point as casement/awning to create more attractive elevation exterior appearance.
- Integral fixed window reduces air/water infiltration over combination units.

FABRAL® 7/8" CORRUGATED

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BRIEF PRODUCT SPECIFICATION

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Allegan Water Treatment Facility, Allegan, MI, USA

"For the Allegan Water Treatment Plant, we conceived a barn-like feel to fit the context of the surrounding pastoral landscape. Metal was the first material that came to mind with its durability, low maintenance and color availability."

Jane M. Graham, A.I.A., Hubbell, Roth & Clark, Inc.

FABRAL
CORE

**You challenge us.
And we like it.**

Your vision for a building and what you want to achieve makes us think harder. It'd be easy to say - That won't work. Instead we go with - Let's see what we can do.

Fabral.com
800.884.4484

EXPOSED FASTENER ROOFING & SIDING PANEL
7/8" CORRUGATED

Fabral® Corrugated panels are classically designed exposed fastener panels with multiple coverage and spacing options to choose from. With exceptional durability and unlimited color options, any one of Fabral's corrugated panels would be the perfect choice for function and creativity. The construction of corrugated panels allows them to follow every curve of your design where needed when installed vertically. And it's suitable for use on both wall and roof applications. With corrugated panels your vision is limitless.



(Product details on p. 1)

FABRAL®

FABRAL® 7/8" CORRUGATED

BRIEF PRODUCT SPECIFICATION

MANUFACTURER DESCRIPTION

- Fabral®, 308 Alabama Blvd, Jackson, GA 30233
- Telephone: 800.884.4484
- Email: sales@fabral.com
- Website: Fabral.com

PRODUCT DESCRIPTION

Acceptable Product: Fabral® 7/8" Corrugated
 Class 4 impact: UL2218
 Class A fire: UL790
 Wind Uplift & Fastener Spacing calculations are available upon request

GRAVITY LOAD TABLE (PSF)

Substrate	Span	3'-0"	3'-6"	4'-0"	4'-6"	5'-0"	5'-6"	6'-0"	6'-6"	7'-0"
24 ga. Steel	3	163	120	92	72	59	49	41	35	30
22 ga. Steel	3	200	147	112	89	72	59	50	43	37
20 ga. Steel	3	235	173	132	104	85	70	59	50	43
18 ga. Steel	3	289	212	163	128	104	86	72	62	53
.032" alum.	3	134	98	75	59	48	40	33	29	25
.040" alum.	3	168	124	95	75	61	50	42	36	31
.050" alum.	3	211	155	118	94	76	63	53	45	39

Note: Allowable loads based on AISI and Aluminum Association Specifications. Allowable loads are based on stress only.

DESIGN INFORMATION

- Perforation available upon request
- Roof Slope: Minimum required - 2 1/2:12
- Factory Curving: Minimum radius 10'
- Panel Length: Maximum - 45' Minimum - 6'
- Panel Width: Maximum - 48" Minimum - 26"

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PRODUCT INSTALLATION

Install panels plumb, level and straight so it is watertight and without waves or other distortions, allowing for thermal movement considerations. Apply sealant tape or caulking as necessary at flashing and panel joints to prevent water penetration.

PRODUCT MAINTENANCE AND WARRANTY

Fabral® provides a 30 year paint-finish warranty for cracking, chipping, peeling, fading and chalking – providing confidence in a long lasting application.

To ensure the durability of your Corrugated panels, use proper care. Remove filings, grease, stains, marks or excess sealants from roof panels system to prevent staining. Store panels and flashings in a safe, dry environment.

RECENT PROJECTS

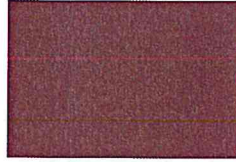
Segment	Project Name	Location	Quantity	Distributor
Healthcare	Lakeland Regional Medical Center	Lakeland, FL		Cladding Systems
Education	Marshall High School	Bend, OR	293 Sq	Central Oregon Roofing
Education	Constantine High School	Constantine, MI	223 sq	Architectural Glass & Metals, Inc.
Mixed Use	Givens Estates	Asheville, NC	262 sq	N.B. Handy Co

FABRAL®

STANDARD STOCKED
ARCHITECTURAL COLORED

DIVISION

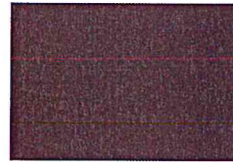
Core Colors



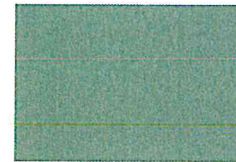
Colonial Red^Δ
SR: .34 IE: .86 SRI: 35



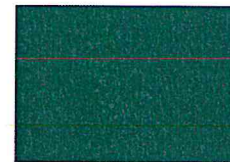
Banner Red
SR: .42 IE: .84 SRI: 45



Brandywine
SR: .26 IE: .85 SRI: 24



Patina Green^Δ
SR: .29 IE: .87 SRI: 29



Classic Green
SR: .26 IE: .84 SRI: 24



Hartford Green^{*}
SR: .10 IE: .82 SRI: 2



Regal Blue
SR: .28 IE: .86 SRI: 27



Slate Blue
SR: .26 IE: .85 SRI: 24



Stone Gray^Δ
SR: .36 IE: .84 SRI: 37



Slate Gray^Δ
SR: .37 IE: .86 SRI: 39



Charcoal^Δ
SR: .32 IE: .85 SRI: 32



Matte Black
SR: .27 IE: .86 SRI: 26



Dark Bronze
SR: .26 IE: .84 SRI: 24



Mansard Brown^Δ
SR: .29 IE: .86 SRI: 29



Medium Bronze^Δ
SR: .30 IE: .87 SRI: 31



Sierra Tan^Δ
SR: .35 IE: .86 SRI: 37



Surrey Beige^Δ
SR: .40 IE: .86 SRI: 43



Sandstone^Δ
SR: .54 IE: .86 SRI: 63



Almond^Δ
SR: .63 IE: .86 SRI: 75



Bone White^Δ
SR: .72 IE: .84 SRI: 87

^{*} Featuring a pearlescent mica finish; subject to premium pricing.

Colors shown are as close to actual colors as allowed by the printing process. Actual metal samples are available.

Colors may appear different when viewed at different angles and under different lighting conditions.

Due to product improvements, changes and other factors, we reserve the right to change or delete information herein without prior notice.



*All Standard Stocked colors are ENERGY STAR® approved except Hartford Green.

□ LEED® compliant for low slope and steep slope.

Δ LEED® compliant for steep slope only.

Regal White^Δ
SR: .68 IE: .86 SRI: 82

Mica Colors[†]



Pewter^Δ
SR: .36 IE: .85 SRI: 38



Bright Silver^Δ
SR: .60 IE: .77 SRI: 68



Silversmith^Δ
SR: .53 IE: .78 SRI: 59



Champagne^Δ
SR: .37 IE: .83 SRI: 38



Bright Copper^Δ
SR: .49 IE: .85 SRI: 55

Custom Colors



Can't find your color? Fabral can tackle the most challenging custom color orders, expertly matching your samples for limitless possibilities.

To learn more, contact FabralCore™ at 800.884.4484 or Fabral.com.

SR = Solar Reflectivity
IE = Initial Emissivity
SRI = Solar Reflective Index

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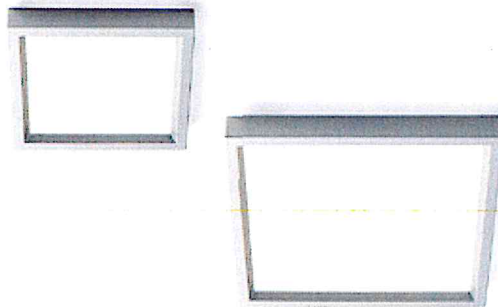
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PHILIPS LIGHTOLIER

Downlighting

SlimSurface LED

4" and 6" square aperture
surface mount downlight



Project: _____
Location: _____
Cat.No: _____
Type: _____
Lamps: _____ Qty: _____
Notes: _____

SlimSurface LED is a 5/8" thick surface mounted luminaire with the appearance of a recessed downlight. Easy to install into most standard j-boxes, the SlimSurface LED square apertures are available as a 4" 650lm & 6" 1000lm fixture.

Ordering guide

example: S4S830K7AL

Family	CRI	CCT	Lumens	Finish	Dimming
☐	☐	☐	☐	☐	☐
S4S SlimSurface 4" Square	8 80 9 90 ¹	27K 2700K 30K 3000K 35K 3500K 40K 4000K	7 650lm	blank White AL Aluminum BK Black W White AL Aluminum BK Black	blank ELV / Triac (120V) Z10U 0-10V (120V-277V)
S6S SlimSurface 6" Square	8 80 9 90 ¹	27K 2700K 30K 3000K 35K 3500K 40K 4000K	10 1000lm	blank White AL Aluminum BK Black W White AL Aluminum BK Black	blank ELV / Triac (120V) Z10U 0-10V (120V-277V)

1. Configurations using 90 CRI are only available with 2700K and 3000K CCT.

White

Black

Aluminum

DEPARTMENT OF
PLANNING & ZONING

MAR 09 2018

Features

- Flange:** One piece plastic flange. Injection molded white, applied aluminum or black.
- Lens:** High transmittance lens allowing for smooth, comfortable light pattern.
- Power supply:** Integral class 2 driver. Factory wired electronic LED driver (see Electrical section for specifications)
- LED Strip:** Utilizes Philips LEDs.
- Lifetime:** Expected lifetime 50,000 hours and backed by a 5-year warranty (see Philips.com/warranties for details).
- Compliance:** Non-conductive fixture for shower light application.

Electrical

Electronic power supply: RoHS compliant. Class 2 power unit. Unit tolerates sustained open circuit and short circuit output conditions without damage.

Dimming: Intended for ELV/Triac (120V) or 0-10V dimming (120V-277V) based on the configuration. Min 90°C supply conductors.

Labels

cULus listed.
Wall-mounted: damp location only.
Ceiling-mounted: wet location.
Title 24 (JAB-2016) on 90CRI S6S models.
ENERGY STAR® certified.

Electrical specifications	Dimming	Input volts	Input frequency	Input current	Input Power	THD Factor	Power Factor	Minimum Operating Temp.
Slim 4" 650lm	Triac	120V	50/60Hz	0.08A	9.5W	<15%	>0.9	-20°C
	0-10V	120V	50/60Hz	0.08A	10.0W	<20%	>0.9	-20°C
		277V	50/60Hz	0.04A	10.2W	<20%	>0.9	-20°C
Slim 6" 1000lm	Triac	120V	50/60Hz	0.13A	14.2W	<15%	>0.9	-20°C
	0-10V	120V	50/60Hz	0.12A	14.5W	<20%	>0.9	-20°C
		277V	50/60Hz	0.06A	14.7W	<20%	>0.9	-20°C

For more details, please see LED-DIM spec sheet.



S4S & S6S SlimSurface LED

4" and 6" square aperture surface mount downlight

Compatibility

Installs into standard J-box applications:



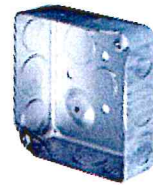
3 1/2" round (plastic)



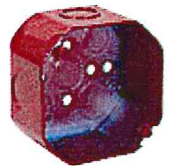
4" square (plastic)
Not compatible with S5R



4" octagonal (metal)



4" square (metal)
Not compatible with S5R

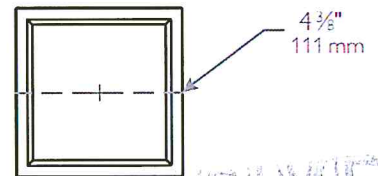
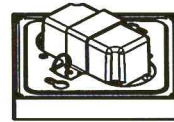
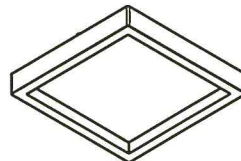
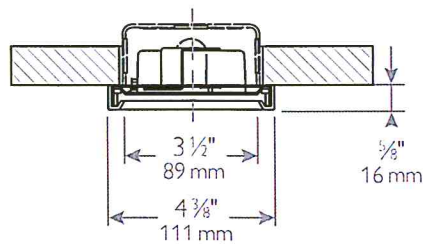


Fire rated J-box
Fire rated classification is per the ceiling and junction box ratings.

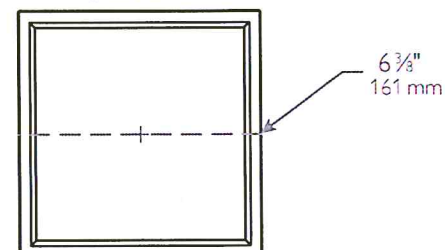
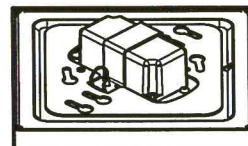
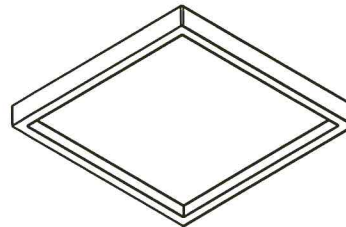
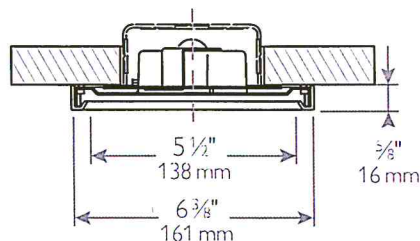
Note: A 2 1/8" deep octagon junction box is recommended for through circuit wiring applications.

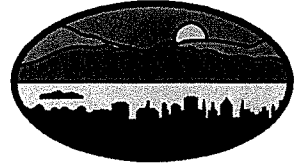
Dimensions

SlimSurface LED 4" downlight



SlimSurface LED 6" downlight





Zoning Permit - COA Level I – Reasons for Denial

ZP #: 15-0882CA

Tax ID: 057-2-109-000

City of
Burlington, Vermont
149 Church Street

Issue Date: March 17, 2015

Decision: Denied

Property Address: 92 HOME AVENUE

Description: Application to expand living space into garage, associated modifications to windows.

1. The proposed conversion of the garage to living space results in the loss of a parking space in the garage leaving a single off street parking space on the subject property. This is insufficient to meet the minimum two spaces required for a single family dwelling as per *Article 8, Table 8.1.8-1 Minimum Off Street Parking Requirements*.
2. The single parking space remaining after the loss of the garage for parking constitutes front yard parking. Front yard parking is forbidden in this residential zone. Conversion of the garage results in the driveway no longer being an access drive (to the garage) but becomes a parking space itself. *Section 8.1.12 (c) Front Yard Parking Restricted: Required parking in all residential zoning districts shall not be located in a required front yard setback area abutting a public street, except alleys. This prohibition extends from the edge of the public right-of-way into the required front yard setback for the entire width of the property with the exception of a single access drive no more than eighteen feet (18') or less in width. The provisions of this subsection shall not be applicable during such times as when the winter parking ban pursuant to Section 20-56 of the Code of Ordinances is in effect. Where parking is provided outside the front yard setback, but either partially or entirely between the principle structure and the street, such parking shall be screened to the extent practicable from view from the public street*
3. An additional parking space illustrated on the submitted site plan cannot be considered to meet the requirements as per Article 8 as it is not on-site but encroaches into the public ROW.

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, May 18, 2015

Board Members Present: Michael Long, Brad Rabinowitz, Alexander LaRosa, Missa Aloisi, Israel Smith, Ali Zipparo.

Staff members present: Ken Lerner, Mary O'Neil.

File: ZP15-0882CA Appeal

Location: 92 Home Avenue

Zone: RL **Ward:** 5

Date appeal accepted: March 31, 2015

Date of administrative decision: March 17, 2015

Date of application: March 16, 2015

Applicant/ Owner: Ben Traverse

Request: Appeal of Administrative Denial of request to expand living space into garage, associated modifications to windows.

Background:

- Zoning Permit request 15-0882CA; expand living space into garage, associated modifications to windows. Denied March 17, 2015. (Subject of this appeal.)
- No-applicability determination 15-0533NA; Interior remodel with no change to exterior. Work includes bedroom, bathroom, kitchen and dining renovation. Approved October 2014.
- No-applicability determination 14-0248NA; roof, siding, entryway, deck, railing work. Approved August 2014.
- Zoning Permit 03-635; Addition to house at rear– sunroom & kitchen, and patio. Approved July 29, 2003.
- Zoning Permit 01-447; Fence, patio, lighting, shed and recovering steps. Approved May 23, 2001.
- No-applicability; Replace fence. Approved August 11, 2000.
- Zoning Permit 99-054; fence. Approved July 28, 1998.

Evidence Presented:

The Board examined the materials submitted relative to this request.

I. Minutes

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

- II. **Motion by Brad Rabinowitz:** In the matter of 15-0882CA, I move to **uphold** the denial to expand living space into the garage and encourage the appellant to find alternative solutions; and adopt staff reasons for denial, noting parking space in the ROW and the previous approvals negate consideration.

III. **Findings**

The application (subject of this appeal) was **denied March 17, 2015 for the following reasons:**

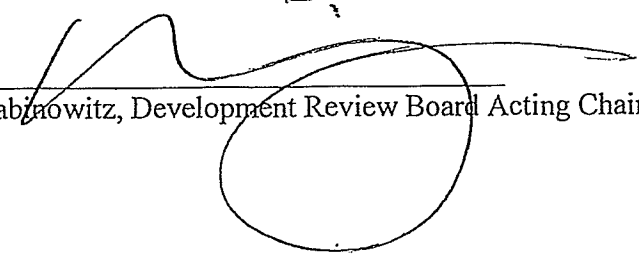
1. The proposed conversion of the garage to living space results in the loss of a parking space in the garage leaving a single off street parking space on the subject property. This is insufficient to meet the minimum two spaces required for a single family dwelling as per *Article 8, Table 8.1.8-1 Minimum Off Street Parking Requirements*.
2. The single parking space remaining after the loss of the garage for parking constitutes front yard parking. Front yard parking is forbidden in this residential zone. Conversion of the garage results in the driveway no longer being an access drive (to the garage) but becomes a parking space itself. *Section 8.1.12 (c) Front Yard Parking Restricted: Required parking in all residential zoning districts shall not be located in a required front yard setback area abutting a public street, except alleys. This prohibition extends from the edge of the public right-of-way into the required front yard setback for the entire width of the property with the exception of a single access drive no more than eighteen feet (18') or less in width. The provisions of this subsection shall not be applicable during such times as when the winter parking ban pursuant to Section 20-56 of the Code of Ordinances is in effect. Where parking is provided outside the front yard setback, but either partially or entirely between the principle structure and the street, such parking shall be screened to the extent practicable from view from the public street*
3. An additional parking space illustrated on the submitted site plan cannot be considered to meet the requirements as per Article 8 as it is not on-site but encroaches into the public ROW.

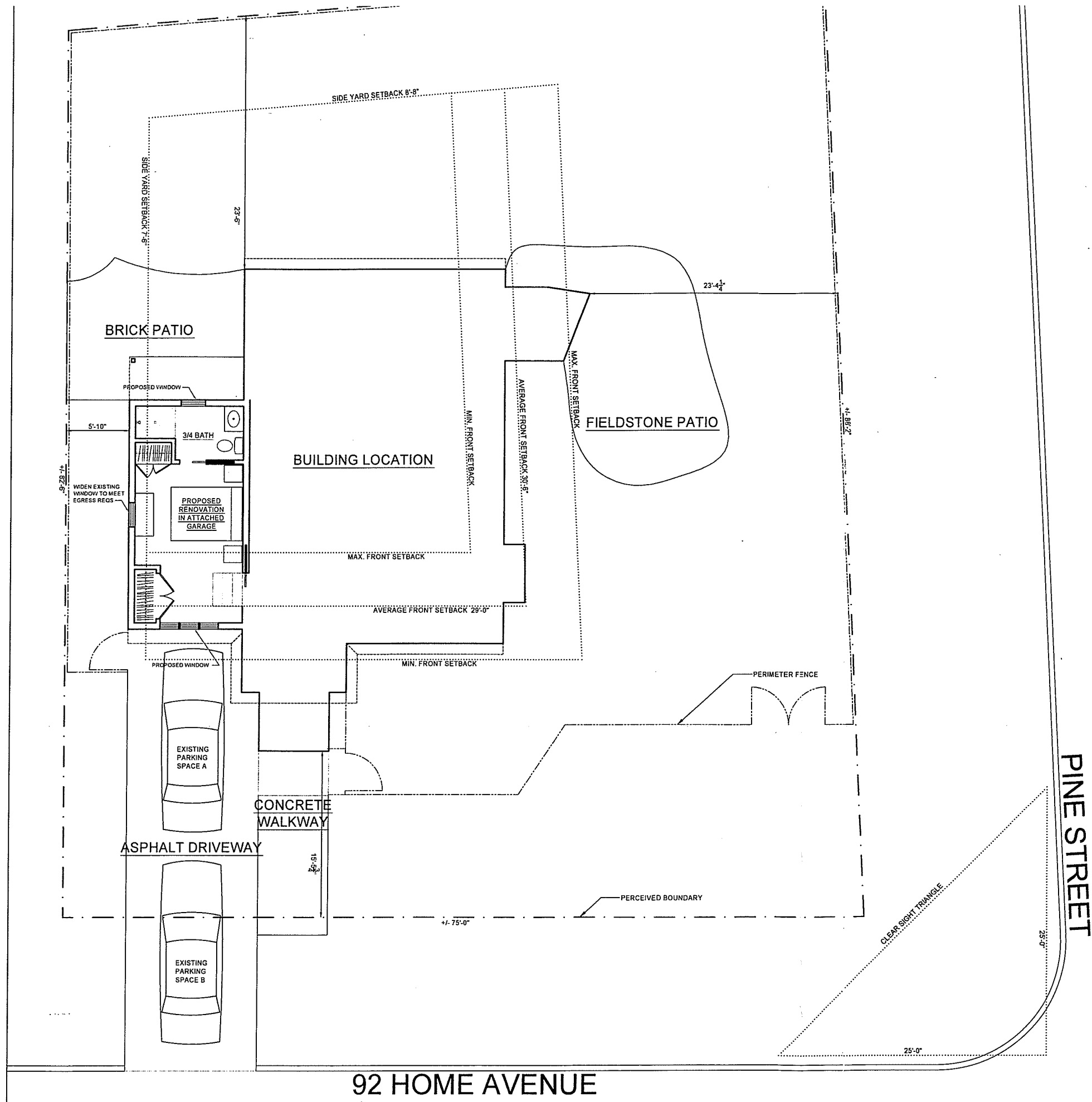
Second: Alexander LaRosa

Vote: 5-1 (M. Long opposed) motion carried

Dated at Burlington, Vermont, this 1 day of JUNE, 2015

Respectfully Submitted,


Brad Rabinowitz, Development Review Board Acting Chair



LOT COVERAGE

NO CHANGE:
EXISTING LOT COVERAGE:
 $(1,637 / 6,250) \times 100 = 26\%$

SETBACKS

SIDE YARD SETBACK (HOME AVE)
: $75' \times 10\% = 7'-6"$

SIDE YARD SETBACK (PINE AVE)
: $88' \times 10\% = 8'-8"$

PINE STREET FRONT SETBACK:
+/-5' OF 30'-6" AVERAGE
991 & 981 PINE STREET
 $(30'-0" + 31'-0") / 2 = 30'-6"$

HOME AVENUE FRONT SETBACK:
+/-5' OF 29'-0" AVERAGE
88 & 82 HOME AVENUE
 $(22'-6" + 35'-6") / 2 = 29'-0"$

NOTE:
THE SITE PLAN IS AN ILLUSTRATIVE REPRESENTATION
FOR ZONING APPLICATION PURPOSES ONLY AND IS
NOT TO BE USED FOR DESCRIPTION, CONVEYANCE,
OR DETERMINATION OF LEGAL TITLE.

3256-2 North Road
Waitsfield, VT 05673

c 814.441.0410
rudypolwin@gmail.com
www.rudypolwin.com

SEAL



ISSUE STATUS:

PERMIT REVIEW

THE INFORMATION PROVIDED IS
NOT FOR CONSTRUCTION
PURPOSES. THE DRAWINGS AND
DETAILS HEREIN ARE FOR
PERMITTING PURPOSES ONLY.

JOB TITLE / CLIENT

**BEN TRAVERSE /
BECKY WASSERMAN
RENOVATION**
92 HOME AVENUE
BURLINGTON, VT 05401

(607) 624-1287

SITE PLAN

SCALE

1" = 10'



DATE PRINTED

3.

S 1



VIA Hand Delivery

March 28, 2018

City of Burlington Development Review Board
Department of Planning & Zoning
City Hall
Burlington, VT 05401

Re: Pre-Hearing Response to Staff Comments dated February 20, 2018

Application: ZP18-0641CU, Conditional Use Approval for addition of a third residential unit to a two-unit structure

Location: 206 East Avenue

Applicant: 206 East Avenue, LLC (Joel Rippa), represented by Liam Murphy, MSK

Dear Development Review Board Members:

In preparation for the April 3, 2018 hearing on Joel Rippa's application for conditional use approval to add a third residential unit to a two-unit structure, we are writing to respond to the Staff Comments of Principal Planner Mary O'Neil dated February 20, 2018.

Two longtime neighbors of Mr. Rippa's property at 206 East Avenue (the "Property") have affirmed that the Property was a two-family residence before 1962, when the Burlington Zoning Ordinance first made a distinction between a single family and two family use. The Property remained a duplex into the early 1980s, when a third unit was added in 1983. Mr. Rippa believed he had received the necessary approval from the Building Inspector for the addition of the third unit when he received a building certificate of occupancy when the work was done in 1983. However, at the time he did not apparently obtain the necessary zoning approval. The house has continued to be used as a triplex since 1983 and many of the City records reflect such continued use.

In an effort to clear up the records and to become a fully compliant legally conforming building, Mr. Rippa now seeks the DRB's approval of the third unit, through conditional use review, under § 4.4.5(d) 5.A. of the Comprehensive Development Ordinance ("CDO") which allows for the addition of a third dwelling unit to a two-unit structure legally in existence as of January 1, 2007. As discussed below, the DRB should grant such approval.

Mr. Rippa submitted his application for approval on January 23, 2018, a full 28 days before the scheduled hearing on February 20, 2018. However, only 4 business days before the hearing, staff submitted its staff comments which raised many issues which were not previously communicated

to Mr. Rippa or his counsel. As a result, we requested and received a continuance so that we might address the issues raised by staff.

In response to the Staff Comments, Mr. Rippa offers the following summary of our response to issues raised by staff, with discussion of each to follow:

1. The Property was used as a duplex prior to 1962.
2. The density calculation, which specifically utilizes the “gross site area”, allows for three units at the Property.
3. A three-unit dwelling is consistent with the uses in the immediate neighborhood, including a cohousing community, American Cancer Society’s Hope Lodge residential care facility, Centennial Court faculty and staff apartments, and several two-unit dwellings.
4. The staff’s position that Mr. Rippa has to remove and discontinue the use of the third unit before applying for approval is absurd. Mr. Rippa is trying to come into full compliance with the CDO and to penalize him for doing so makes no logical sense.
5. The Site Plan has been revised to show clearly that there is no sidewalk right of way encroachment and that the Property will comply with coverage and parking requirements.
6. The City has no jurisdiction over water supply and wastewater since such regulation is entirely within the jurisdiction of the Agency of Natural Resources under 10 V.S.A. § 1976(b), and in this case the use of the property as three units is in compliance under “clean slate” under ANR regulations pursuant to the 10 VSA § 1974.

1. The Property was used as a duplex prior to 1962.

The Staff Comments assert that Mr. Rippa must demonstrate that the Property’s duplex use was either permitted at some point prior to 2007 or in existence prior to 1962, when the Burlington Zoning Ordinance first distinguished single family dwellings from two family dwellings. 1962 Zoning Ordinance § 6509. As an initial matter, it is unclear whether the 1962 Zoning Ordinance should be applied, as it has been the City’s general practice to apply the 1973 Zoning Ordinance for the purposes of determining preexisting uses.

Nevertheless, even assuming that the DRB chooses to apply the 1962 Zoning Ordinance, the Property was a two family dwelling prior to that time. The attached Affidavits of former neighbor Chester H. Allen and current neighbor Martha Dowhan describe their observations of the two units prior to 1962. *Rippa Exhibits A and B*. Mr. Allen lived at the adjacent house to the Property from 1953 until 1986, and recalls that there were separate units before 1962. Ms. Dowhan, who grew up



six houses away from the Property, regularly visited the separate upstairs apartment prior to 1962, as her mother was very close friends with the owners of the Property at the time. The DRB should conclude that the evidence demonstrates that the Property was a two family dwelling prior to 1962, and, therefore, Mr. Rippa need not produce evidence of a zoning permit for such use.

2. The density calculation, which specifically utilizes the gross site area, allows for three units at the Property.

As discussed in the application narrative, the density calculation allows for three units at the Property. The CDO specifically directs that in calculating the allowable density on a parcel, the number of units “*shall be divided by the gross site area,*” with gross area being defined to include the street rights of way (emphasis added):

1. Density Calculation: The total number of dwelling units provided on a development site, or portion of the site where split by a zoning district boundary, shall be divided by the **gross site area** expressed in acres. In calculating the number of residential units permitted, fractional units of less than five-tenths (0.5) shall be rounded down to the nearest whole number and fractional units of five-tenths (0.5) or greater shall be rounded up to the nearest whole number. Any rounding of fractional units shall be limited to a single final calculation for any development.

CDO § 5.2.7(a)(1) (emphasis added).

CDO § 13 defines “**Area, Gross**” as:

“The total area of a lot or parcel of land including street rights of way and other publicly dedicated improvements such as parks, open space, and stormwater detention and retention facilities. “Gross area” is expressed in either acres or square feet. (Also “considered gross leasable” where applicable).”

Therefore, the plain language of the ordinance requires that the DRB use the gross site area, or 20,328 square feet, to calculate density:

Start with three dwelling units

Gross site area expressed in acres: $20,328 \text{ sf} / 43,560 \text{ sf} = 0.467 \text{ acres}$

Divide three units by gross site area: $3 \div 0.467 = 6.42$ (round down to 6 units)

6 units/acre is less than the 7 units/acre allowed in RL Zoning District (Table 4.4.5-2).



3. A three-unit dwelling is consistent with the uses in the immediate neighborhood, including a cohousing community, American Cancer Society's Hope Lodge residential care facility, Centennial Court faculty and staff apartments, and several two-unit dwellings.

Despite being located within the RL Zoning District, the three-unit dwelling has blended in with the neighborhood for decades. In the meantime, several higher density residential projects have been added to the immediate area, including Burlington Co-housing just to the north, American Cancer Society's Hope Lodge residential care facility just to the south west, and the Centennial Court faculty and staff apartments just to the east, all depicted below.



Figure 1 Aerial View of Neighborhood with 206 East Ave, Hope Lodge, Cohousing, and Centennial Court labelled

Moreover, several two-unit dwellings surround the Property, including:

- 205 East Avenue, directly across the street from the Property
- 220 East Avenue, two doors to the south of the Property
- 198 East Avenue, two doors to the north of the Property

There is no evidence that the use of three dwelling units at the Property has conflicted with the neighboring uses. To the contrary, the surrounding uses and increasingly higher density surrounding uses indicate the triplex is compatible with the neighborhood. Therefore, the DRB should conclude that the proposed use will have no adverse effect on the character of the area.

4. The staff's position that Mr. Rippa has to remove and discontinue the use of the third unit before applying for approval is absurd. Mr. Rippa is trying to come into full compliance with the CDO and to penalize him for doing so makes no logical sense.

The Staff Notes also suggest that the conditional use approval for a third residential unit under § 4.4.5(d) 5.A. should not be available simply because the unit was added—in 1983—prior to seeking the approval. Requiring that Mr. Rippa remove the third unit to revert to a duplex, then obtain approval for such unit, and then rebuild the third unit is an absurd application of a provision allowing preexisting duplexes to be converted to triplexes. Such a reading is particularly frustrating where all of the City's departments have acknowledged three units for over a decade, including the Assessor and Code Enforcement's rental billing, and Mr. Rippa now seeks to demonstrate full compliance with the zoning regulations to obtain the appropriate approval. The DRB should apply § 4.4.5(d) 5.A. in a common sense manner.

Disparate treatment of similarly situated properties based on the date of the creation of the unit rather than any physical difference or zoning requirement is an absurd and irrational outcome with no connection to the enabling statute's purpose of encouraging conformity of properties with zoning requirements. *See In re Vt. RSA Ltd. P'ship*, 2007 VT 23, ¶ 9, 181 Vt. 589, 925 A.2d 1006 (upholding an Environmental Board determination that interpretation of Act 250 that treats otherwise identical construction differently based on the applicant's identity would lead to an absurd and irrational result); *Simendinger v. City of Barre*, 171 Vt. 648, 653, 770 A.2d 888, 895 (2001) (mem.) (noting that ordinance which is "irrational" is invalid); *Application of McDonald's Corp.*, 151 Vt. 346, 350, 560 A.2d 362, 364 (1989) ("We must also avoid irrational constructions that lead to unreasonable or unjust results.").



5. The Site Plan has been revised to show clearly that there is no sidewalk right of way encroachment and that the Property will comply with coverage and parking requirements.

The Site Plan has been revised to show the location of the sidewalk, demonstrating that there is no right of way encroachment. In addition, the Site Plan now depicts 8 exterior parking spaces, in compliance with the minimum and maximum parking requirements, while the interior space available for parking is less than 50% of the total gross floor area of the structure pursuant to CDO § 8.1.9(a)(1). *Rippa Exhibit C.*

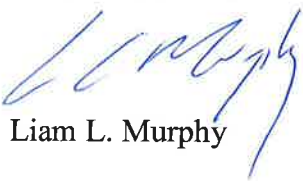
6. The City has no jurisdiction over water supply and wastewater since such regulation is entirely within the jurisdiction of the Agency of Natural Resources under 10 V.S.A. § 1976(b) and in this case the use of the property as three units is in compliance under "clean slate" under ANR regulations pursuant to the 10 VSA § 1974.

Not only does the City have no jurisdiction over water supply and wastewater matters, it is absurd to argue that some new approval has to be obtained for a use that has been in existence for over 35 years. The City's water and sewer system can undoubtedly handle the three apartment units which have been on the system for decades. To confirm this, Mr. Rippa has obtained the attached capacity letter from the Department of Public Works. *Rippa Exhibit D.*

Conclusion.

We request that the DRB approve the application for this property to come into full compliance with the CDO.

Very truly yours,



Liam L. Murphy

Enclosures

cc: Mary O'Neil, Principal Planner

MSK
ATTORNEYS



AFFIDAVIT

1. My name is Chester H. Allen and I currently reside in Newbury, Vermont.
2. I grew up in my family home located at 210 East Avenue in Burlington, Vermont from the time I was born in 1953 until I left the house in 1986, when I was 33.
3. My family home is located immediately north of 206 East Avenue, which house has been owned by the Rippa family since.
4. I am personally very familiar with the house and property at 206 East Avenue. I visited there, inside and outside, many times during the 33 years I lived next door.
5. I have specific recollection that the house was always a two-unit duplex house with separate owners or tenants living in each apartment when I was growing up. I specifically recall "trick-or-treating" at both units when I was young in the 1950s and certainly before 1962.
6. The house and property at 206 East Avenue was a duplex before 1962.
7. I have made this Affidavit on March, 13, 2018.

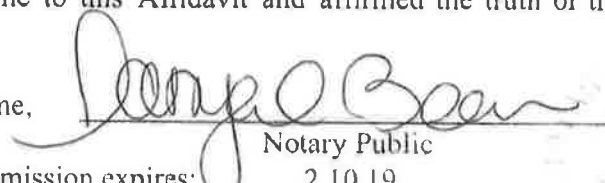


Chester H. Allen

STATE OF VERMONT
COUNTY OF Orange, SS.

At Newbury, in said County and State, this 13th day of March, 2018, personally appeared CHESTER H. ALLEN, being known to me or having satisfactorily proven his identity, and being under oath, did subscribe his name to this Affidavit and affirmed the truth of the foregoing.

Before me,



Notary Public

My commission expires: 2.10.19

AFFIDAVIT

1. My name is Martha Dowhan and I currently reside in Burlington, Vermont.
2. I grew up in my family home which my father built in 1958, located at 260 East Avenue in Burlington, Vermont from 1959 until I left the house in 1975. I moved to 202 East Avenue in 1998. 202 East Avenue is immediately north of 206 East Avenue and is the house that my mother grew up in.
3. My family home is located six houses south of 206 East Avenue, which house has been owned by the Rippa family since 1978.
4. I am personally very familiar with the house and property at 206 East Avenue. I visited there, inside and outside many times during the 46 years I have lived in the immediate neighborhood.
5. My mother was very close friends with the Fellows, who owned 206 East Avenue until they moved in 1963. I have family pictures of both families together. The Fellows lived in the upstairs apartment at 206 East Avenue, which I and my family visited often.
6. I have specific recollection that the house was always a two-unit duplex house with separate owners or tenants living in each apartment when I was growing up. I specifically recall visiting the upstairs unit when I was young in the 1950s and certainly before 1962.
7. The house and property at 206 East Avenue was a duplex before 1962.
8. I have made this Affidavit on March, 9, 2018.

Martha Dowhan
Martha Dowhan

STATE OF VERMONT
COUNTY OF Chittenden, SS.

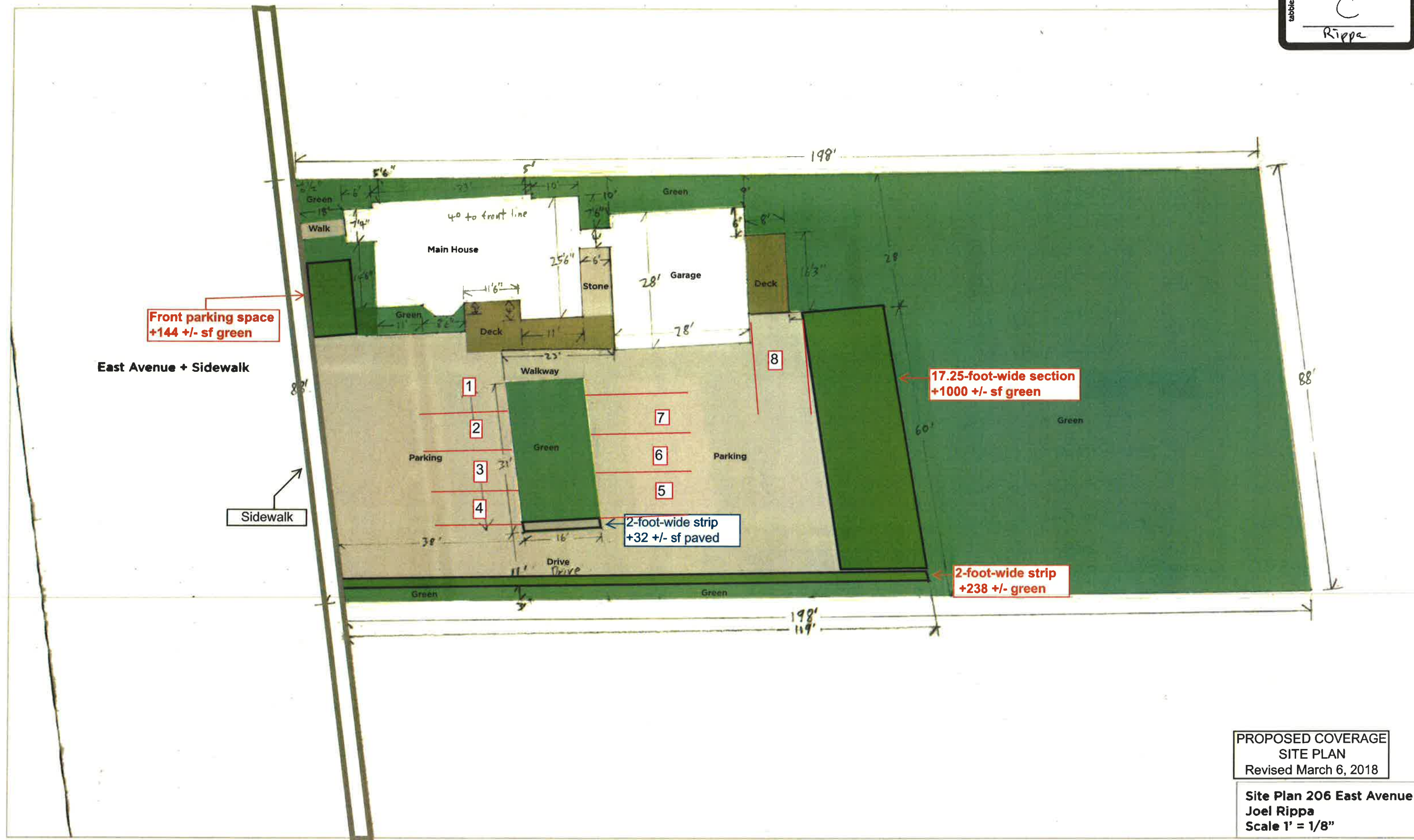
At Burlington, in said County and State, this 9th day of March, 2018, personally appeared Martha Dowhan, being known to me or having satisfactorily proven her identity, and being under oath, did subscribe her name to this Affidavit and affirmed the truth of the foregoing.

Before me,

Katelyn R. Ellermann
Notary Public

My commission expires:

2.10.19



D
Rippa

Chapin Spencer
PUBLIC WORKS DIRECTOR

Norman J. Baldwin, P.E.
CITY ENGINEER



P.O. Box 849
BURLINGTON, VT
05402
(802) 863-9094 P
(802) 863-0466 F

March 28, 2018

Joel Rippa
22 Brigham Hill Road
Essex Junction, VT 05452

Re: Water/Sewer Capacity for 206 East Ave

Dear Mr. Rippa,

This letter is to inform you, Burlington Planning & Zoning, the State of Vermont Environmental District and other interested parties that the City of Burlington's water and wastewater facilities continue to have sufficient capacity to handle demand associated with a 3 unit building at the above address. It is our understanding that the 3 unit building has not changed since 1983 and Water Resources has no issue as long as the number of units is not changed.

Flow from this area is treated at our East Wastewater Plant on Riverside Ave. It is important to note that this letter only addresses treatment plant and not distribution or collection system capacities.

This letter is good for one (1) year from the date of writing. If this letter is not filed with the proper offices, or if the proper permits are not obtained within that year, you will need to reapply. Any changes in flow estimates or property usage also requires reapplication. Please feel free to call me at 497-7021 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Martin Lee".

Martin Lee, P.E.
Project Engineer
Burlington Public Works

March 26, 2018

Martin Lee
Burlington Water Dept.
234 Penny Ln
Burlington, VT 05401

Subject: Sewer capacity at 206 East Ave

Dear Martin,

I am writing to request a letter from your department confirming that the house that I own at 206 East Ave, which has been a 3 unit building since 1983 and was a duplex prior to that, has adequate sewer capacity allocation. I am requesting this letter to satisfy a request by the City Zoning department pertaining to a retroactive conditional approval for the third unit. Please feel free to call me at 233-3214 with any questions.

Sincerely,

Joel Rippa
22 Brigham Hill Rd
Essex Jct, VT 05452

DALY & DALY, P.C.

Attorneys at Law

110 Main Street, 4th Floor, P.O. Box 69
Burlington, Vermont 05402-0069
phone: 802-658-6665 -- fax: 802-658-8565
www.dalyanddaly.com

*Matthew T. Daly
M. Cecilia Daly
Jeremy M. Carter*

February 8, 2018

Via Hand Delivery

Mr. Scott Gustin
Department of Planning and Zoning
149 Church Street, City Hall
Burlington, VT 05401-8415

***Re: 21 Peru Street/BPJS Management, LLC
Appeal***

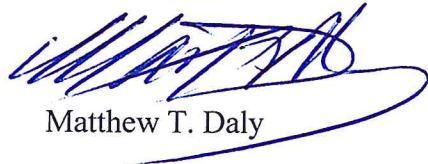
Dear Scott:

Enclosed you will find the following with regard to the above:

1. Appeal of an Administrative Decision (Determination-Findings);
2. Memorandum; and
3. Check in the amount of \$250 for the appeal fee.

Thank you.

Very truly yours,


Matthew T. Daly

Encs.

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FEB 08 2018

DEPARTMENT OF
PLANNING & ZONING



Department of Planning and Zoning

149 Church Street, City Hall
Burlington, VT 05401-8415
Phone: (802) 865-7188
Fax: (802) 865-7195

www.burlingtonvt.gov/pz

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FEB 08 2018

DEPARTMENT OF
PLANNING & ZONING

Appeal of an Administrative Decision Request

Use this form to appeal any Administrative Decision or Notice of Violation - See Sec. 12.2.2 of the Zoning Ordinance

SUBJECT LOCATION ADDRESS: 21 Peru Street

Subject Property Owner: BPJS Management, LLC

Appellant: BPJS Management, LLC

Agent/Representative: Daly & Daly, P.C.

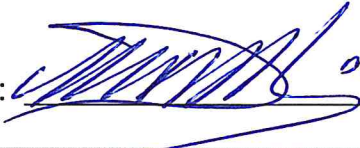
Mailing Address: 110 Main Street

City, St, Zip: Burlington

Vermont 05402

Day Phone: 802-658-6665

Email: mattdaly@dalyanddaly.com

Appellant Signature: 

ONLY AUTHORIZED

Date: Feb. 8, 2018

In order for your request to be considered complete, **ALL** of the following information **must** provided, as applicable:

- ☐ The Appeal fee of \$250;
- ☐ Description of the decision under appeal;
- ☐ Description of the property subject to the appeal;
- ☐ Reference to the regulatory provisions applicable to the appeal;
- ☐ Relief requested by the appellant;
- ☐ Alleged grounds why such requested relief is believed proper under the circumstances.

Office Use Only:

Check No. _____ Amount Paid _____ Zoning Permit # _____

DALY & DALY, P.C.
Attorneys at Law
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FEB 08 2018

DEPARTMENT OF
PLANNING & ZONING

*Matthew T. Daly
M. Cecilia Daly
Jeremy M. Carter*

MEMORANDUM

TO: Mr. Scott Gustin, Planner
Department of Planning & Zoning
FROM: Daly & Daly, P.C.
SUBJECT: BPJS Management, LLC—21 Peru Street
Preexisting Nonconforming Use
DATE: February 8, 2018

BPJS Management, LLC (“BPJS”), owns real property located at 21 Peru Street (the “Property”). On December 5, 2017, BPJS requested that the Burlington Planning and Zoning Department (the “Department”) formally recognize BPJS’s use of the Property as a permissible preexisting nonconforming use. Specifically, BPJS requested the Department formally recognize that the Property was not subject to the Burlington Zoning Ordinance that limits the number of unrelated adults that occupy a single dwelling unit to four. BPJS made this request after a resident complained to the City that BPJS’s use of the Property was in violation of Burlington’s Zoning Ordinance. The Department issued a final “Zoning Determination—Findings” on January 24, 2018 (the “Decision”).¹ The Department concluded in the Decision that BPJS may permit “6 unrelated adult occupants” at the Property as a “grandfathered preexisting nonconformity.”

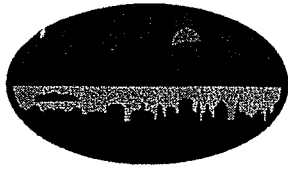
BPJS appeals the Department’s Decision to the extent that it limits BPJS’s ability to only permit 6 unrelated adults to occupy the Property. The Property is designated as a part of the Residential High Density District. BPJS purchased the Property on May 24, 2011. At that time and at all times since then, the Property has been leased and occupied by more than four unrelated adults. When BPJS purchased the Property, there were no limits to the number of unrelated people that could occupy a dwelling unit in the Residential High Density District. *See* 2008 Burlington Comprehensive Development Ordinance § 4.4.5(d)(5)(C). This changed, however, when the City Council adopted an amendment to the Comprehensive Development

¹ Two Decisions were issued actually. The first allowed five unrelated adult occupants. The second Decision (a “revised determination”) was issued January 29, 2018, and allowed six unrelated adult occupants.

Ordinance on December 26, 2012. This Amendment set certain restrictions on the number of unrelated adult occupants of dwelling units in the Residential High Density District for the first time. Following the City Council's adoption of the Amendment, BPJS's use of the Property became a preexisting nonconforming use.

BPJS appeals the Department's Decision, because the Department cannot arbitrarily limit the number of unrelated adults that occupy the Property. BPJS's use of the Property is exempt from the Ordinance limiting the number of unrelated adults that occupy the Property. BPJS requests the Development Review Board remove the arbitrary restriction imposed by the Department and find that BPJS's use of the Property is a permissible nonconforming use. BPJS contends there should be no limit on the number of unrelated adult occupants at the Property.

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DEPARTMENT OF
PLANNING & ZONING



City of
Burlington, Vermont
149 Church Street

Zoning Determination – Findings

ZP #: 18-0556DT

Tax ID: 044-2-084-000

Issue Date: January 24, 2018

Decision: Affirmative

Property Address: 21 PERU STREET

Description: Determination request of preexisting nonconforming use of dwelling for more than 4 unrelated adult occupants.

This determination is in regard to the above-referenced property, specifically your request that the City of Burlington recognize occupancy of the dwelling unit with more than 4 unrelated adults at the subject property as “grandfathered” preexisting nonconformity. The City reviewed the following documents/evidence to form its determination:

- The City’s zoning permit records
- The City’s property assessment records
- The City’s rental registration records
- The City’s 2008 Comprehensive Development Ordinance and as amended
- Cover letter dated December 7, 2017 included in determination request
- April 5, 2017 email from Caryn Long relating to the property
- Property leases dating from the present back to June 1, 2011

RECEIVED
FEB 08 2018
DEPARTMENT OF
PLANNING & ZONING

The subject property is located in the Residential – High Density zone. The limitation of 4 unrelated adults within dwelling unit became effective in this zone as of December 26, 2012. The property leases for each year from June 1, 2011 to the present include more than 4 unrelated adult occupants in the dwelling.

- 5 Unrelated adult occupants from June 1, 2011 – May 25, 2012
- 6 Unrelated adult occupants from June 1, 2012 – May 25, 2013
- 5 Unrelated adult occupants from June 1, 2013 – May 25, 2014
- 7 Unrelated adult occupants from June 1, 2014 – May 25, 2015
- 7 Unrelated adult occupants from June 1, 2015 – May 25, 2016
- 8 Unrelated adult occupants from June 1, 2016 – May 25, 2017
- 8 Unrelated adult occupants from June 1, 2017 – May 15, 2018

The evidence shows that occupancy of the dwelling unit has grown from 5 unrelated adult occupants in 2011 to 8 unrelated adults presently. Since June 1, 2012, the evidence shows that there have been at least 6 unrelated adult occupants. Based on review of the evidence, it is the determination of the Planning and Zoning Department that occupancy of the subject dwelling by **6 unrelated adult occupants** is a grandfathered preexisting nonconformity. As such, occupancy of the dwelling by 6 unrelated adults is a legitimate nonconformity and may continue subject the standards of *Article 5, Part 3: Non-Conformities* of the 2008 Comprehensive Development Ordinance and as amended. Note, however, that occupancy of the subject dwelling unit by any more than 6 unrelated adult occupants is not a legitimate nonconformity but, rather, it is an unpermitted expansion of a nonconformity.

This determination relates to the occupancy of the dwelling and to no other aspect of the property.

From: Caryn Long <carynlong@burlingtontele.com>
Sent: Wednesday, April 05, 2017 8:46 AM
To: William Ward; Scott Gustin; Kimberlee Sturtevant
Cc: Sandy Wynne; Michael Long; Sharon F. Bushor; Lea Terhune
Subject: 21 Peru St.

This owner occupied, single family home was purchased in 2011. I am familiar with the house because I looked at it with my daughter. The property had 4 bedrooms, a single car garage and a single wide driveway. An older couple was selling the house and they had lived there for many years.

In the photographs, you can see the condition of the driveway today. The city records say the house has 8 rooms, 7 bedrooms. Please investigate the use of this property. Were there permits to convert living space to bedrooms? Has the parking increased? How many people live in this single family home? If this email does not register as a formal complaint, please send me the proper form.

I'd like you to note the overall condition of the neighborhood on Peru Street. How many owner occupied houses remain?

Our Burlington Municipal Development Plan says: "Encourage the reversion to single family occupancy of properties, especially areas with high concentrations of Student Rental housing which have been converted to multi-unit dwellings". Who drafted and who supports our municipal plan? We can and should bring Burlington properties into compliance one by one. It is your duty to Lake Champlain and to the citizens of Burlington.

Thank you.
Caryn Long

>
>
>



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>



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>

>

> Sent from my iPhone

Department of Planning and Zoning

149 Church Street
Burlington, VT 05401
Telephone: (802) 865-7188
(802) 865-7195 (FAX)
(802) 865-7142 (TTY)

David White, AICP, Director
Meagan Tuttle, AICP, Comprehensive Planner
Jay Appleton, GIS Manager
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Ryan Morrison, Associate Planner
Layne Darfler, Planning Technician
Anita Wade, Zoning Clerk



TO: Development Review Board
FROM: Scott Gustin *SG*
DATE: April 3, 2018
RE: 18-0556DT; 21 Peru 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: RH Ward: 3C

Owner/Appellant: BPJS Management, LLC & Matt Daly, Esq.

Request: Appeal of zoning determination relative to unrelated adult occupancy of the dwelling.

Overview:

The appellant is seeking a determination relative to occupancy of the single detached dwelling unit at the subject property. Specifically, the appellant is looking to grandfather occupancy of the dwelling unit by more than 4 unrelated adults. As the property is located in the Residential – High Density zone, up to 4 unrelated adults may be allowed by right. More than 4 may be allowed only by way of Sec. 4.4.5, (d), 5, C, *Residential Occupancy Limits*, and conditional use approval or by grandfathering.

The applicant has sought an affirmative grandfathering determination relative to occupancy. Grandfathered status (i.e. pre-existing legal non-conformities) pertains to lots/parcels/structures/uses that are non-compliant with a current zoning regulation, but were compliant prior to a change in the regulations. An administrative determination that up to 6 unrelated adults may occupy the dwelling was issued; however, that determination has been appealed. The appellant asserts that there should be no limitation on the number of unrelated adults occupying the residence. During discussion and review of the file for the appeal, it has become evident that the occupancy by 6 unrelated adults was discontinued for more than a year and, therefore, occupancy by only 5 unrelated adults is grandfathered – not 6 or any greater number.

This determination and associated appeal pertain only to occupancy of the residence. Apparent onsite parking problems are not included.

Recommendation: Modify the determination to recognize occupancy by 5 unrelated adults as grandfathered based on the following findings and conditions:

I. Findings:

The appellant is seeking an affirmative determination that occupancy of the dwelling by any number of unrelated adult occupants is legitimately grandfathered. Sec. 4.4.5 (d) 5, C, *Residential Occupancy Limits*, of the Comprehensive Development Ordinance (CDO) limits occupancy of all dwelling units within the residential zones to a family as defined in Article 13. The definition of family has several subsections including (c): “No more than four unrelated adults and their children.” This provision of the CDO limits occupancy of dwelling units throughout the city’s residential zones to families with kinship, group homes, “functional families,” or up to 4 unrelated adults. This provision was originally adopted into the CDO November 2000 in just the RL and RM zones. The provision was extended to include the RH zone December 26, 2012.

Sec. 4.4.5 (d) 5, C, *Residential Occupancy Limits*, is below.

Residential Occupancy Limits.

In all residential districts, the occupancy of any dwelling unit is limited to members of a family as defined in Article 13. Notwithstanding the following, the minimum square footage requirements shall be reduced by ten (10%) percent in situations where the residential premises are owner occupied.

Subject to Conditional Use approval by the DRB, a dwelling unit may be occupied by more than four (4) unrelated adults if it contains at least twenty-five hundred (2,500) square feet excluding its attic and basement pursuant to the following:

- (i) If in a RL district, the dwelling unit also contains at least an additional two hundred fifty (250) square feet and one (1) additional parking space per adult occupant in excess of four (4); or,
- (ii) If in a RM district, the dwelling unit also contains at least an additional two hundred (200) square feet and one (1) additional parking space per adult occupant in excess of four (4).
- (iii) If in a RH district, the dwelling unit also contains at least an additional 150 square feet and 1 additional parking space per adult occupant in excess of four (4).

In order to achieve grandfathered status, the appellant needs to demonstrate, in part, consistent occupancy of the dwelling unit by a given number of unrelated adult occupants since at least December 25, 2012. The assertion that any number of unrelated adult occupants over 4, varying over time, may be grandfathered is fundamentally flawed and cannot be affirmed as addressed further below.

On December 8, 2017, the appellant submitted a zoning determination request seeking grandfathered status for occupancy by more than 4 unrelated adults at 21 Peru Street. Some key information relative to more recent occupancy of the dwelling was missing in the initial submission. The determination request was made complete December 26, 2017.

The evidence provided consisted of property leases dating from the present back to June 1, 2011. The leases demonstrated occupancy of the residence by more than 4 unrelated adults, although the number varied over time. Occupancy ranged from an initial low of 5 unrelated adults to a present high of 8 unrelated adult occupants. As of December 26, 2012 – the date of adoption of the 4 unrelated adult limit in the RH zone – the subject property contained 6 unrelated adult occupants. Before that date, occupancy was not

restricted by Sec. 4.4.5 (d) 5, C, *Residential Occupancy Limits*. Upon adoption of this provision in the RH zone December 26, 2012, a limitation on unrelated adult occupancy came into effect. Any increase in unrelated adult occupancy thereafter became an increase in nonconformity.

Following an initial review of the determination request with the City Attorney's Office, a determination was issued on January 24, 2018:

This determination is in regard to the above-referenced property, specifically your request that the City of Burlington recognize occupancy of the dwelling unit with more than 4 unrelated adults at the subject property as a "grandfathered" preexisting nonconformity. The City reviewed the following documents/evidence to form its determination:

- The City's zoning permit records
- The City's property assessment records
- The City's rental registration records
- The City's 2008 Comprehensive Development Ordinance and as amended
- Cover letter dated December 7, 2017 included in determination request
- April 5, 2017 email from Caryn Long relating to the property
- Property leases dating from the present back to June 1, 2011

The subject property is located in the Residential – High Density zone. The limitation of 4 unrelated adults within a dwelling unit became effective in this zone as of December 26, 2012. The property leases for each year from June 1, 2011 to the present include more than 4 unrelated adult occupants in the dwelling.

- 5 Unrelated adult occupants from June 1, 2011 – May 25, 2012
- 6 Unrelated adult occupants from June 1, 2012 – May 25, 2013
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- 7 Unrelated adult occupants from June 1, 2015 – May 25, 2016
- 8 Unrelated adult occupants from June 1, 2016 – May 25, 2017
- 8 Unrelated adult occupants from June 1, 2017 – May 15, 2018

The evidence shows that occupancy of the dwelling unit has grown from 5 unrelated adult occupants in 2011 to 8 unrelated adults presently. Since June 1, 2012, the evidence shows that there have been at least 6 unrelated adult occupants. Based on review of the evidence, it is the determination of the Planning and Zoning Department that occupancy of the subject dwelling by **6 unrelated adult occupants** is a grandfathered preexisting nonconformity. As such, occupancy of the dwelling by 6 unrelated adults is a legitimate nonconformity and may continue subject to the standards of *Article 5, Part 3: Non-Conformities* of the 2008 Comprehensive Development Ordinance and as amended. Note, however, that occupancy of the subject dwelling unit by any more than 6 unrelated adult occupants is not a legitimate nonconformity but, rather, it is an unpermitted expansion of a nonconformity.

This determination relates to the occupancy of the dwelling and to no other aspect of the property.

The appeal of the administrative determination was filed February 8, 2018, within 15 days as required.

The appeal asserts that, because occupancy of the subject dwelling has consistently exceeded 4 unrelated adults since pre 2012, the property should not be bound at all by the occupancy standards in the CDO. Rather than grandfather a particular number of unrelated adult occupants, the appeal seeks carte blanche occupancy of the residence.

The law shall not be construed to absurd results. The assertion in this appeal is absurd and conveniently ignores the limitations on nonconformities generally and the provisions of Sec. 4.4.5 (d) 5, C, *Residential Occupancy Limits*, specifically of the Comprehensive Development Ordinance.

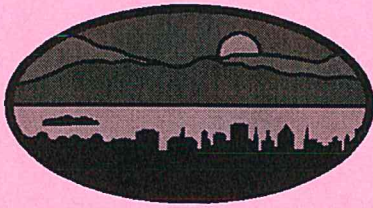
The city has a vested interest in limiting and, eventually eliminating, nonconformities. If the subject residence were to be occupied by 4 or fewer unrelated adult occupants for one year and a day, it would lose the grandfathered status granted to it in the subject determination. If unrelated adult occupancy were to expand, it could only do so in a way that conforms to Sec. 4.4.5 (d) 5, C.

Sec. 4.4.5 (d) 5, C, *Residential Occupancy Limits* and the definition of “family” in the CDO work together to limit occupancy of dwelling units in Burlington’s residential zones. “Family” includes up to 4 unrelated adult occupants. Sec. 4.4.5 (d) 5, C, outlines criteria for more than 4 unrelated adults and the method for seeking approval. As noted previously, any expansion of more than 4 unrelated adult occupants outside of Sec. 4.4.5 (d), 5, C amounts to an increase in nonconformity and cannot be approved. The appellant has not sought expansion of occupancy under the provisions of this section.

The appeal cannot be upheld because it seeks to legitimize expansion of a nonconformity that simply cannot be approved by way of a determination. Additionally, the number of unrelated adults to be recognized as grandfathered should be reduced to 5 as, pursuant to CDO Section 5.3.4(b), “[a] nonconforming use shall not be re-established if such use has been discontinued for any reason for a period of one (1) year or longer....” Based upon the leases submitted by Appellant, it appears that occupancy by at least 6 was discontinued from May 26, 2013 to June 1, 2014, more than a year.

II. Recommended Motion:

Uphold the determination 18-0556DT with a revision to recognize the grandfathered occupancy of just 5 unrelated adults.



ZONING DETERMINATION

AFFIRMATIVE

City of Burlington, Vermont
Department of Planning and Zoning

Application Date: 12/08/2017

Appeal Expiration Date: 02/08/2018

Project Location: 21 PERU STREET

District:

Owner: BPJS Management LLC

Ward: 3C

Address: C/O Bissonette Properties
100 North Street
Burlington VT 05401

Tax ID: 044-2-084-000

Determination Type: Residential - Use - Existing

Determination Description:

Determination request of preexisting nonconforming use of dwelling for more than 4 unrelated adult occupants. (See findings for details.)

Zoning Review #18-0556DT

Decision Type: Administrative

Decision: Affirmative

See Determination Findings

Zoning Administrative Officer

Decision Date: January 24, 2018

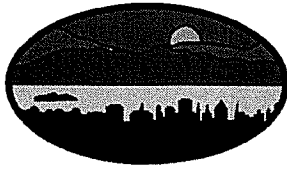
An interested person may appeal a decision of the Zoning Administrator to the Development Review Board until 4 pm on February 8, 2018.

Fee Type	Amount	Paid in Full	Balance Due: \$0.00
Application Fee:	\$80.00	Yes	Date Paid: _____ Check # _____

Building Permit Required: **No**

Permit Received By: _____

Date: _____



City of
Burlington, Vermont
149 Church Street

Zoning Determination – Findings

ZP #: 18-0556DT

Tax ID: 044-2-084-000

Issue Date: January 24, 2018

Decision: Affirmative

Property Address: 21 PERU STREET

Description: Determination request of preexisting nonconforming use of dwelling for more than 4 unrelated adult occupants.

This determination is in regard to the above-referenced property, specifically your request that the City of Burlington recognize occupancy of the dwelling unit with more than 4 unrelated adults at the subject property as a “grandfathered” preexisting nonconformity. The City reviewed the following documents/evidence to form its determination:

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The evidence shows that occupancy of the dwelling unit has grown from 5 unrelated adult occupants in 2011 to 8 unrelated adults presently. Since June 1, 2012, the evidence shows that there have been at least 6 unrelated adult occupants. Based on review of the evidence, it is the determination of the Planning and Zoning Department that occupancy of the subject dwelling by **6 unrelated adult occupants** is a grandfathered preexisting nonconformity. As such, occupancy of the dwelling by 6 unrelated adults is a legitimate nonconformity and may continue subject to the standards of *Article 5, Part 3: Non-Conformities* of the 2008 Comprehensive Development Ordinance and as amended. Note, however, that occupancy of the subject dwelling unit by any more than 6 unrelated adult occupants is not a legitimate nonconformity but, rather, it is an unpermitted expansion of a nonconformity.

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Attorneys at Law
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phone: 802-658-6665 -- fax: 802-658-8565
www.dalyanddaly.com

*Matthew T. Daly
M. Cecilia Daly
Jeremy M. Carter*

HAND DELIVERY

December 7, 2017

Mr. Scott Gustin, Planner
Department of Planning & Zoning
City of Burlington
149 Church Street
Burlington, Vermont 05401

RECEIVED
DEC 08 2017

***Re: BPJS MANAGEMENT, LC -- 21 Peru Street
Zoning Application***

DEPARTMENT OF
PLANNING & ZONING

Dear Mr. Gustin:

We represent BPJS Management, LLC ("BPJS"), which owns real property located at 21 Peru Street (the "Property"). As we discussed by phone on Friday, December 1, 2017, BPJS asks the City to recognize BPJS's use of the Property as permissible as a preexisting nonconforming use. We enclose a completed Application and a check for \$80.00 as the filing fee you informed me is required for this request.

BPJS purchased the Property on May 24, 2011. At that time and at all times since then, the Property has been leased and occupied by more than four unrelated adults. We enclose with the Application the first lease dating back to 2011 to demonstrate indicating that the Property was then in 2011-2012 occupied by more than four unrelated adults. We intend to supplement this request early next week with copies of leases for the subsequent years leading right up to this current calendar year, which similarly serve as evidence that the Property has been leased and occupied by more than four unrelated adults.

The City has designated the Property as a part of the Residential High Density District. When BPJS purchased the Property, there were no limits to the number of unrelated people that could occupy a dwelling unit in the Residential High Density District. *See* 2008 Burlington Comprehensive Development Ordinance § 4.4.5(d)(5)(C). This changed, however, when the City

Mr. Scott Gustin
December 7, 2017
Page 2 of 2

Council adopted an amendment to the Comprehensive Development Ordinance on December 26, 2012. This Amendment set certain restrictions on the number of unrelated adult occupants of dwelling units in the Residential High Density District for the first time. Following the City Council's adoption of the Amendment, BPJS's use of the Property became a preexisting nonconforming use. We submit the enclosed Zoning Application for the limited purpose of receiving a certification from the Development Review Board that BPJS's continued use of the Property is permissible as a preexisting nonconforming use.

Please let me know if you need any additional documentation or if you have any questions or concerns.

Very truly yours,



Matthew T. Daly

cc: Mr. William Bissonette

RECEIVED
DEC 08 2017

DEPARTMENT OF
PLANNING & ZONING

SHOWING AGENT: Brennan

CODE _____

RECEIVED

APR 07 2017



BURLINGTON
THIS LEASE AGREEMENT
CODE ENFORCEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this day by and between BPJS (Owner)
the following person(s) (tenants):

Claudia Rose
Tan McLoughlin

Chris Boyle
Tyler Russous

Emily Swatson

***No other person(s) may reside in this unit without prior written approval by the Owner, failure to re
permission is grounds for termination of tenancy.

The contract unit is located at 21 Peru st, Apt 1, City Burlington
State VT, Zip 05401. The total rent is contracted for the term of 360 days. The
total amount of rent for the initial term is \$ 39600.00 payable in equal installments of
\$ 3300 and will be paid via ACH debit (ACH sheet attached to lease) on the first of each mon
beginning June 1, 2011. The tenant shall pay \$ 0 per month as pet rent for pet(s)
described in attached Lease Addendum. Failure to pay pet rent shall be considered a nonpayment of rent.
The tenant has deposited \$ 3300 with the Owner as a security deposit. The amount of rent to
Owner is subject to change during the lease term in accordance with this lease. In Burlington, Owner m
send a written notice of rent increase to the Tenant with a minimum of 90 days notice (3 full rental perio
prior to the effective date of the rent increase either prior to the expiration of the term of the lease. In all
other locations, Owner must give Tenant a minimum of 60 days notice (2 full rental periods) of any rent
increase.

Base rent: 3300

of BR's x \$12.50/BR Water total: Payd

of BR's x \$10.00/BR Trash total: Payd

Pet rent: ---

Total monthly rent: 3300

* tenants initials ES CR CB TM

1. TERM OF LEASE:

The initial term of lease begins on June 1, 2011. The initial term of lease ends
May 25, 2012. Following the initial term, the lease will be renewed automatically
yearly basis unless terminated pursuant to Section 5 or Section 6 of this Lease Agreement. Tenants will
until Sept 2011 to renew their lease for the following year. Owner shall inform Tena
of any changes in rent for the following year prior to the above date.

* tenants initials ES CR CB TM

2. UTILITIES & APPLIANCES:

The Owner shall provide for or pay for the utilities and appliances as indicated below by "O" without
additional charge to Tenant. The Tenant shall provide or pay for the utilities and appliances as indicate
"T".

ITEM	PROVIDED BY	PAID BY
HEATING NATURAL GAS	---	T
BOTTLED GAS	---	---
OIL/ELECTRIC	---	---
COAL/OTHER	---	---
COOKING NATURAL GAS	---	T
BOTTLED GAS	---	---
OIL/ELECTRIC	---	---
COAL/OTHER	---	---
DRIVEWAY PLOWING	---	T
LAWN CARE	---	O
SHOVELING	---	T

RECEIVED
DEC 08 2017

DEPARTMENT OF
PLANNING & ZONING

ITEM	PROVIDED BY	PAID BY
WATER HEATING NATURAL GAS	---	T
BOTTLED GAS	---	---
OIL/ELECTRIC	---	---
COAL/OTHER	---	---
OTHER ELECTRIC	---	---
TRASH	---	T
REFRIDGERATOR	---	---
MICROWAVE	---	---
WATER/SEWER	---	T
AIR CONDITIONING	---	T

Tenant shall not waste utilities provided by the Owner. Below lists all other responsibilities to be assumed by either party:

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BISSONETTE PROPERTIES
100 NORTH STREET
BURLINGTON VT 05401
tele: 802.864.4449 fax: 802.864.4447
bissonetteproperties@comcast.net
hours: 8:00-5:00 Mon-Fri

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this day by and between BPJS (Owner) and the following members:

✓ Ian Johnson ✓ Sally Loevner ✓ Katherine Wilcox
Natalie Schultz-Purves ✓ Emma Estabrook Dylor Borck
Ashley Hermanowski

***No other person(s) may reside in this unit without prior written approval by the Owner, failure to do so is grounds for termination of tenancy.

The contract unit is located at 21 Peru St Apt. —, City Burlington State VT, Zip 05401. The total rent is contracted for the term of 360 days. The contracted rental amount is to be paid in twelve equal installments of \$ 4000.00 and will be collected on the first of each month beginning June 1st 2014. The tenant has deposited \$ 4000.00 with the Owner as a security deposit. The amount of rent to Owner is subject to change during the lease term in accordance with this lease. In Burlington, Owner must send a written notice of rent increase to the Tenant with a minimum of 90 days notice (3 full rental periods) prior to the effective date of the rent increase either prior to the expiration of the initial term of the lease or at any point after the term has converted to a month-to-month term. In all other locations, Owner must give Tenant a minimum of 60 days notice (2 full rental periods) of any rent increase. * tenants initials SL MS AJ EC

1. TERM OF LEASE:

The initial term of lease begins on June 1st 2014. The initial term of lease ends on May 25th 2015. Following the initial term, the lease will be renewed automatically on a month-to-month basis until: (1) Termination of the lease by the Owner in accordance with paragraph 6 or until the Tenant provides a minimum of thirty (30) days written notice (one full rental period) if the Tenant has resided in the apartment for two (2) years or less, or sixty (60) days written notice (2 full rental periods) if the Tenant has resided in the apartment for more than two (2) years by the Owner after the initial term for no cause; (2) Termination of the lease by the Tenant in accordance with the lease; or (3) By mutual agreement during the term of the lease. * tenants initials SL MS AJ EC

2. UTILITIES & APPLIANCES:

The Owner shall provide for or pay for the utilities and appliances as indicated below by "O" without additional charge to Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated by "T".

ITEM	PROVIDED BY	PAID BY	ITEM	PROVIDED BY	PAID BY
HEATING	NATURAL GAS	T	WATER HEATING	NATURAL GAS	—
	BOTTLED GAS	—		BOTTLED GAS	—
	OIL/ELECTRIC	—		OIL/ELECTRIC	—
	COAL/OTHER	—		COAL/OTHER	—
COOKING	NATURAL GAS	T		OTHER ELECTRIC	—
	BOTTLED GAS	—		TRASH	—
	OIL/ELECTRIC	—		REFRIDGERATOR	—
	COAL/OTHER	—		MICROWAVE	—
	SNOW REMOVAL	O		WATER/SEWER	—
	LAWN CARE	O		AIR CONDITIONING	—
	OTHER (SPECIFY)	—			—

Tenant shall not waste utilities provided by the Owner. Below lists all other responsibilities to be assumed by either party:

Laundry facilities: _____

Washers & Dryers are X are not allowed on property _____
Outdoor pools/trampolines are _____ are not allowed on the property X

SMOKING in the apartment is not allowed X

Smoking is NOT allowed in the apartment, the following applies to all people: Smoking is prohibited anywhere in your unit; building; including common areas; and within 50 feet of the premises. You are responsible for ensuring that your family members; roommates; guests and invitees also comply with the rules. A violation of this rule will result in termination of lease and eviction. *tenants initials SL

3. **USE & OCCUPANCY OF CONTRACT UNIT:**

a: The Tenant must use the contract unit for residence by persons listed on this agreement. IT AJ
unit must be the Tenant's only residence. *(Tenant may provide reasonable accommodations to guests or visitors whose stay is less than 30 days total.* Tenant shall not assign, mortgage, pledge or encumber this Lease, or the leased premises, or sub-let the whole or any part of the leased premises without Landlord's prior written consent. The Tenant must not assign the lease or transfer the unit. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence my mem of the family (i.e. no home-based business of any nature may be operated out of unit)

legal profit-making is allowed _____ is not allowed on property X

b: **Alterations & restrictions-** Tenant shall not make or allow to be made any alterations, improvements, or additions to the unit without prior written consent of the Owner, including without limitation, the following:

- I. Change or remove any part of the appliances, fixtures, mechanical systems, furnishings, equipment in the unit.
- II. Paint or install wallpaper or contact paper in the unit
- III. Attach awnings, ceiling fans, window guards, radio aerials or CB and television antennas transmitters to the unit.
- IV. Attach any shelves, screen doors, or other permanent improvements in the unit.
- V. Install heaters, air conditioners or waterbeds in the unit.
- VI. Place any aerials, antennas, satellite dishes, or other electrical connections on the unit
- VII. Use of the roof for any purpose whatsoever, including, but not limited to, sunbathing or to place any furniture on roof.

c: **Grills-** If allowed Tenant may use gas grills or barbecues on balconies or yard within 5 feet of structures. Grills are X are not allowed on property _____

d: **Common areas-** The grounds, sidewalks, entrance, hall, passages, stairways and other common areas shall not be obstructed by Tenant or used by Tenant for any purpose other than those of ingress and egress of the unit. This provision applies to Tenant's household members and guests. In the event the Owner receives a monetary fine by a municipality for the Tenant's personal possession being in the common areas is violation of a municipal ordinance, Tenant shall be responsible to reimburse Owner for said fine. Failure to reimburse Owner within 30 days of the demand for payment from Owner shall constitute a lease violation and Tenant shall be subject to eviction.

e: **Insurance-** Tenant shall do nothing to increase or create extra insurance premiums or insurance risk at or around the premises. Tenant shall protect their own personal property with adequate personal property insurance. It is the intention of this Lease that the Owner shall insure the unit and the Tenant shall insure Tenant's own property. Owner shall not be responsible for any loss to Tenant's possession unless caused by the negligence of the Owner. The Tenant shall be responsible for Tenant's negligent or intentional conduct and the negligent or intentional conduct of the Tenant's household and guests. In the event Tenant resides in an apartment above the ground level and there is an outdoor deck or porch attached, Tenant shall not have any gatherings on this area that results in this area being overcrowded.

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DEC 12 2011

DEPARTMENT

f: **Pet Policy-** Under specific guidelines of the Owner's pet policy, any damages or destruction done to the unit caused by Tenant's pet(s) are Tenant's responsibility to reimburse Owner. Failure to reimburse Owner within 30 days of the demand for payment Owner shall constitute a lease violation and Tenant shall be subject to termination of tenancy. Tenant will be held accountable for replacement of any flooring if pet urinates on any portion of said flooring. Cost to replace carpeting is a maximum of \$1700 for a two bedroom unit. Price is subject to change. Tenant may follow Owner's pet policy with these provisions:

Pets are allowed X With owner permission are not allowed on the property _____

g: **Disturbances-** Tenant agrees not to allow on premises any excessive noise or other activity, which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other Tenants and other persons in building or common areas from similarly disturbing Tenant's peace and quiet. Tenant acknowledges that Tenant is responsible for all conduct, behavior and/or actions of members of Tenant's household and for all guests.

h: **Parking-** If parking is provided, Owner's parking policy is as follows: Parking is on a first come first serve basis. The Owner does not regulate or guarantee access to the parking area. No more than one car per tenant is allowed. Any cars or trucks that are unregistered will be towed at owner's expense. If parking tags are issued for your apartment, your apartment will be issued 2 of tags. These tags must be put on your vehicle's back bumper. Cars without parking tags will be towed. Further, if parking is allowed Tenant shall not repair, wash, change oil or otherwise maintain any vehicles, boats or other recreational vehicles on the property. Tenant may have parking X May not have parking _____.

i: **Guest policy-** Tenant shall be allowed to have guests/visitors stay overnight for up to 14 days in one year period and it does not matter if these 14 days run consecutive or not.

j: **Soliciting-** No soliciting allowed on the property by the Tenant, members of the household or guests.

k: **Inspection-** Before taking occupancy, Tenant and Owner (or Owner's Agent) shall inspect the unit and will sign a completed apartment inspection check list. Tenant's signing of the inspection check list upon completion will be deemed conclusive evidence of the delivery of the apartment in the condition represented by the inspection check list. Upon termination of the occupancy by the Tenant, this same inspection will be completed again by the Tenant and Owner (or Owner's Agent) and will be used, if necessary, to determine responsibility for any damages, cleaning, or repair expenses to the unit. Failure of the Tenant to schedule or attend the inspection shall be deemed a waiver of this clause.

l. **Weapons-** Tenant shall not display or in any way threaten, intimidate or harass any resident, guest or agent of the Owner or Owner's Agent with any weapon of any kind or any instrument that could be deemed or perceived to be a weapon, including, but not limited to, firearms, rifles, shotguns, bb guns, paintball guns, knives, machetes and the like in or on the common areas of the property. Tenant shall not discharge any type of firearm on the property including Tenant's unit.

m. **Tampering with Property-** Tenant shall not tamper with or in any way disable smoke and/or carbon monoxide detectors in the unit or on the property. This is grounds for termination of lease and eviction. Further, if a fine is imposed by the local municipality or by the State, Tenant shall be responsible to pay said fine if the fine resulted from the Tenant's actions. If Owner is required to pay the fine, the Tenant shall reimburse Owner within 30 days upon demand or this, too, is grounds for termination of tenancy.

4. **MAINTENANCE & UTILITIES: OWNER & TENANT RESPONSIBILITY:**

a: The Owner or Owner's Agent may enter the dwelling unit only for the following purposes: (a) to inspect unit to see if Tenant is complying with this agreement. (b) to make necessary repairs, alterations or improvements/supply agreed services, and (c) to exhibit the unit to prospective purchasers, mortgagees, tenants and workers. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. However, Owner shall, except in an emergency, give the Tenant 24 Hour notice of Owner's intent to enter, and may then enter only at a reasonable time. If an emergency occurs, the Owner may enter the unit without consent or notice.

b: The Owner is not responsible for damages beyond normal wear and tear caused by the carelessness, misuse, neglect or intentional act of Tenant or any member of the Tenant's household or guest(s). The Tenant is responsible to reimburse Owner for these costs within 30 days of demand for reimbursement.

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DEC 12 2017

DEPARTMENT

payment. Failure to do so will result in grounds for termination of tenancy.

c: The Tenant must maintain all utilities. Failure to do so shall be grounds for termination of tenancy. Tenant must pay for any utilities and provide any appliances that the owner is not required to pay for or provide under the lease. Failure to do so shall be grounds for termination of tenancy.

d: Tenant's Obligation-

Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts of or neglect by Tenant or others occupying with Tenant's permission, Tenant, upon prior agreement with Owner, may repair such damages at Tenant's own expense. If (a) Tenant fails to make agreed upon repairs, or, (b) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner. Owner shall be entitled to charge Tenant for all costs to repair damage caused by Tenant, members of Tenant's household and Tenant's guests. Tenant's failure to reimburse Owner for said repairs upon 30 days demand shall be grounds for termination of lease. If the Tenant renders that unit uninhabitable, Tenant shall be responsible to pay for the rent during the time the unit is damaged, whether or not the unit is uninhabitable.

e: **Late Fees-** The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease. In this event late charges shall be in the amount of **\$50.00 per delinquent payment**. Said late charges will be in addition to the usual monthly rental and will apply if rent is unpaid on the **5th** day of each month. There will be a returned check fee of **\$50.00**

f: **Locks-** Tenant agrees not to install additional or different/alternate locks, gates, deadbolts, latches (etc.) on any doors or windows of the dwelling unit without the advance written consent of the Owner. If the Owner so consents, the Tenant will provide the Owner with a key for any and all new lock(s). When this lease agreement terminates, the Tenant will return all keys for the unit back to the Owner. There will be a charge for lost or unreturned keys. The charge for keys are **\$10.00** per key. If the locks need to be changed, the cost is **\$50.00** per lock set.

5. TERMINATION OF LEASE:

1. The Owner terminates the tenancy as provided herein;
2. The Tenant terminates the lease with a minimum of 30 calendar days written notice (one full rental period), but not more than 60 days. 60 days notice (two full rental periods) is required for tenants living in Burlington after the initial term; or
3. The Owner and the Tenant agree to terminate the lease.

6. TERMINATION OF TENANCY BY OWNER:

a: Grounds-

I. During the initial term of the lease or any extension thereof, the Owner may terminate the tenancy on the following grounds upon 30 days written notice, except for non payment of rent which shall be upon 14 days notice:

1. Serious or repeated violations of the terms and conditions of the lease;
2. Violation of Federal, State or local Law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises;
3. Criminal activity (as provided in paragraph b);
4. Non payment of rent or repeated failure to pay rent in a timely manner;
5. Any misrepresentation or false statement of information on Tenant's application regardless of whether intentional or negligent;
6. Interfering with the management of the property;
7. Causing an undue financial burden on the property;
8. Other good cause (as provided in paragraph c).

II. The requirement to terminate tenancy for such grounds;

1. Applies during the term of lease, including the initial term and any extension term; and
2. Does not apply if the Owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.

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III. After the initial term, the Owner may terminate the lease for no cause upon a minimum of thirty (30) days if the Tenant has resided in the unit for less than two (2) years, and sixty (60) days written notice if the Tenant has resided in the unit for two (2) or more years.

b: Criminal activity-

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy.

I. Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residences (*including conduct/actions against or harassment of the Owner and/or property management staff and/or any agents/contractors/vendors of the Owner*);

II. Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

III. Any violent criminal activity on or off the premises;

IV. Any drug related criminal activity on or off the premises;

V. Any other activity which impairs the physical or social environment of the premises.

VI. Illegal use or possession of a controlled substance; or

VII. Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;

VIII. Interference with management of the property

IV. Criminal Activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control shall not be cause for eviction for the Tenant or immediate family member of the Tenant's household who is a victim of domestic violence, dating violence, sexual assault or stalking and as a result Tenant victim could not control or prevent the criminal activity. This exception for victims of domestic violence does not apply to the eviction of a family member who is the perpetrator of the domestic violence or if there is an actual or imminent threat to other residents, the larger community, Owner/Owner's agents or persons providing service to the property if the Tenant is not evicted.

The Owner may terminate the tenancy for criminal activity in accordance with this section if the Owner determines that the household member/guest has committed the criminal activity, regardless of whether the household member/guest has been arrested or convicted for such activity. In addition, the Owner may terminate the tenancy if any member of the household is:

1. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempting to commit a crime, that is a felony under the laws of the place from which the individual flees; or

2. Violating a condition of probation or parole under Federal or State Law.

c. Other good cause for termination of tenancy-

I. During the first year of the initial lease term or anytime during the tenancy, other good cause for termination of tenancy must be something the Tenants did or failed to do.

II. During the initial term of lease or during and extension term, other good cause includes, but is not limited to:

a. Disturbance of neighbors,

b. Destruction of property,

c. Failure to maintain utilities or wasting utilities provided by the Owner,

d. Failure to pay Owner for damages caused by Tenants.

e. Allowing persons not named on the lease to reside in the unit without Owner's prior written consent, or

f. Living or housekeeping habits that cause damage or present safety concerns to the Tenant or other residents or the unit or premises or that may otherwise result in minimum housing violations.

g. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will *not* be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for terminating a lease held by the victim of such violence.

d. Eviction by court action-

The Owner may only evict the Tenant from the contract unit by instituting a court action.

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7. **OWNER TERMINATION NOTICE:**

a. **Notice of grounds-**

The Owner must give the Tenant a notice that specifies the grounds for termination of tenancy. The notice of grounds must be given at or before the commencement of the eviction action. The notice of grounds must be included in, or may be combined with, any Owner eviction notice to the Tenant. Owner eviction notice means a notice to vacate, or a complaint used under State or local Law to commence an eviction action.

8. **SECURITY DEPOSIT:**

a. The Owner may collect a security deposit from the Tenant equal to the initial month's rent. Owner has collected \$ 4000.00 from the Tenant to be applied towards Tenant's security deposit.

b. When the Tenant moves out of the contract unit, the Owner, subject to State and local Law, may use the security deposit, including any interest on the deposit (if applicable), in accordance with the Lease as reimbursement for any unpaid Tenant rent, unpaid utilities, damages to the unit beyond normal wear and tear, unreturned keys, late fees, returned check fees, expenses to remove rubbish or store articles abandoned by Tenant or other amounts that the Tenant owes under the Lease.

c. The Owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant within fourteen (14) days from the date on which the Tenant is known or is reasonably believed to have vacated or abandoned the unit.

d. If the security deposit is not sufficient to cover the amounts the Tenant owes under the lease, the owner may collect the balance from the Tenant.

e. In the event Tenant violates the terms of the lease and it is necessary for the Owner to terminate the tenancy, including early termination by Tenant, the full security deposit shall be retained by Owner to cover liquidated damages.

f. If more than one person is named the Tenant, such persons agree that they will work out the details of dividing any security refund among themselves. The Owner may pay a security deposit refund to any one adult person named as the Tenant. Owner shall not and is not obligated to return a security deposit or any portion thereof until the last named Tenant on the lease as vacated the unit.

g. The security deposit shall not be used for the last month's rent.

9. **MANDATORY RECYCLING:**

In jurisdictions, for example, Burlington, where recycling is mandatory, Tenant shall comply with the applicable ordinances and regulations on mandatory recycling. Tenant shall sort and separate recyclable materials from all other solid waste and place recyclables in proper recycling containers provided. If the local jurisdiction finds the Tenant has violated any provisions of the recycling laws, Tenant shall pay all costs, expenses, fines, penalties or other damages imposed upon the Owner or Tenant by reason of Tenant's failure to comply with the law. Tenant agrees to indemnify the Owner accordingly.

10. **PROHIBITION OF DISCRIMINATION:**

In accordance with the applicable equal opportunities statutes, executive orders, and regulations, the Owner must not discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, age, familial status, disability, gender identity or gender-related characteristics or because a person intends to occupy the unit with one or more minor children, or because a person is a recipient of public assistance in connection with the lease.

11. **WRITTEN NOTICES:**

When this lease requires any notice by the Tenant or Owner, the notice must be in writing and delivered either personally or by first class mail.

Notice to the Owner shall be sent to: Bissonette Properties, 100 North Street, Burlington VT 05401

Notice to the Tenant shall be sent to: _____

12. **LEAD-BASED PAINT DISCLOSURE:**

Housing built before 1978 may contain lead based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant woman. Before renting pre-1978 housing, owners must disclose the presence of lead based paint hazards in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention.

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DEC 12 2011

DEPARTMENT OF PLANNING

() Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards are NOT applicable and is attached to this lease.

15. ~~JOINT & SEVERAL LIABILITY~~
If more than one person is named as the Tenant herein, the obligations and liabilities of such persons hereunder shall be joint and several.

147. **SEVERABILITY.** If any provisions of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

19. **WAIVER.** No failure or delay by Owner to enforce any term of this lease shall be deemed a waiver. The acceptance of rental payments or partial rental payments shall not waive Owner's right to enforce any term of this lease, including but not limited to, the Owner's right to pursue its remedies for non-payment of rent.

10. **ATTORNEY'S FEES.**
If the Tenant acts in violation of this lease, the Owner shall be entitled to collect reasonable attorney's fees and other costs and expenses from the Tenant, if successful in its action to enforce the lease. Violation of any of the provisions of this lease shall be grounds for termination of the lease and eviction.

17. **DELIVERY OF POSSESSION.** The Owner's obligation to deliver possession of the unit is contingent upon the current occupant of the unit vacating the unit and removing all personal property from the unit. The parties acknowledge that failure of the current occupant of the unit to deliver possession shall cancel this Lease, and all deposit monies and paid rent shall be returned to Tenant.

18. **SURRENDER OF UNIT; BREACH OF LEASE.** If the Tenant vacates the unit prior to the expiration of the initial term (i.e. breaks the lease), Tenant shall be liable to pay Owner of all reasonable costs incurred by Owner in turning over the unit (cleaning the unit, including but not limited to cleaning carpets, painting etc.), advertising costs incurred by Owner to re-let the unit and for any rent lost until such time as a new tenant is found for the unit. Tenant's security deposit shall be made available to cover part or all of these consequential damages that may be incurred by the Owner because of Tenant's breach of lease. If the Tenant fails to give full and proper thirty (30) days written notice (60 days written notice required in Burlington) to Owner that Tenant is vacating- Tenant shall forfeit Tenant's full security deposit plus accrued interest if any.

19. **DAMAGES TO UNIT/HABITABILITY**
This lease may, at the Owner's discretion, terminate immediately should the lease premises become so damaged by fire or other casualty, so as to be uninhabitable for any period of time. Termination by the Owner in no way limits the right of the Owner to repair the property and make the unit available to future rental.

CITY OF BURLINGTON
An Ordinance in Relation to
NOISE CONTROL

Signed by the Mayor 5/8/96
Published 5/15/96
Effective 5/8/96

[illegible]

I. Purpose. The purpose of this section is to preserve the public health, safety and welfare by prohibiting excessive and disturbing noise and to prevent noise which is detrimental to the peace and good order of the community. It is the goal of the tenants initials *SL* *KN* *DA* *MD* *KE* *JB* *IT*

DEPARTMENT OF
PLANNING & ZONING

ordinance to allow all residences of our city to peacefully coexist in a manner which is mutually respectful of the interest and rights of others.

II. Prohibited Noise Offenses.

a. General Prohibition. It shall be unlawful for any person to make or cause to be made any loud or unreasonable noise. Noise shall be deemed to be unreasonable when it disturbs, injures, or endangers the peace or health of another or when it endangers the health, safety or welfare of the community. Any such noise shall be considered a noise disturbance and a public nuisance.

b. Express Prohibitions. The following acts, which enumeration shall not be deemed to be exclusive, are declared to be noise disturbances:

1. Radios, televisions, musical instruments, phonographs and similar devices. The operation or permitting the use of musical instruments, radios, televisions, phonographs or other devices for the production or reproduction of sounds in such a manner as to be audible through walls between units within the same building, from another property or from the street.

2. Motor Vehicles Sound. The operation or permitting the operation of any radio, stereo, or other sound amplification equipment from a motor vehicle that is audible at 25 feet from such vehicle. The term "motor vehicle" shall mean any car, truck or motorcycle.

3. Parties and Social Events. It shall be unlawful for any person in charge of a party or other social event to allow the party to produce noise in a loud or offensive manner such that the noise interferes with the peace or health of members of the public or is audible through walls between units within the same building, from another property or from the street. A person shall be deemed to be in charge of a party or social event when that social event occurs on private property and the person is present at the event and resides on the premises involved or is a person who lives in or on the premises involved and who has authorized the use of the premises for such event.

4. Machinery. The operation of, permitting or direction of any power equipment or machinery outdoors between the hours of 9:00pm and 7:00am except in emergency situations is permitted.

5. Construction Noise. The excavation, demolition, erection, construction, alteration or repairs of any premises or structure between hours of 9:00pm and 7:00am except in emergency situations is permitted.

6. Loud Speakers. The use of loudspeakers or other sound amplification equipment upon the public street for the purpose of commercial advertising or attracting the attention of the public to any building or site is permitted.

III. Exemptions. Noise from the following sources shall be exempt from the prohibition specified herein:

a. All safety signals and warning devices or any other devices used to alert persons to any emergency or used during the conduction of emergency work including, but not limited to, police, fire and rescue vehicle sirens.

b. The repair and maintenance of municipal facilities, services or public utilities when such work must be accomplished outside daytime hours.

c. Snow removal equipment operated within the manufacturer's specification and in proper operation condition.

d. Musical, recreational and athletic events conducted by and on the site of a school or educational institution.

e. Events conducted by or permitted by the City. Person operating an event under the authority of an entertainment permit, parade/street event permit or special use permit shall comply with all conditions of such permits with respect to noise control issues.

f. Construction or repair work which must be done to address an emergency health or safety concern and that cannot be accomplished during daytime hours and which is not work, which includes normal maintenance and repairs.

IV. Notification by Property Owners of Renting.

Owner of rental housing shall be required to provide a copy of this ordinance to a tenant at the start of tenancy, however, the failure of an owner to provide a copy of the ordinance shall be a defense to a violation of this section.

a. First Offense. A first offense of any provision of this ordinance by a person during a calendar year shall be deemed a civil ordinance violation and shall be punished by a fine from \$100.00 to \$500.00. The waiver fine shall be \$100.00. Any law enforcement officer may issue a municipal complaint ticket for such offense.

b. Second Subsequent Offenses. A second offense during a twelve month period shall be deemed to be a criminal offense and shall be punishable by a fine of \$200.00 to \$500.00. Each subsequent offense shall be deemed a criminal offense and shall be punishable by a fine from \$300.00 to \$500.00.

SMOKE ALARM/DETECTOR RELEASE

I, the undersigned have personally checked the smoke detectors in the apartment that we are renting and find them to be in good working order. I understand the Law requires the Landlord to provide working smoke detectors in the apartment. I/we agree that the smoke detectors are installed in the ceilings or walls in order to alert me as to the presence of smoke in order to help save me in case of a fire.

I also agree that by removing the smoke detectors or disabling in any manner is putting my life at great risk in case of fire, and by doing so I am absolving the Owner or Owner's Agent from any responsibility for losses due to my non compliance with the law or malfunction of the alarm. I also know I am in direct violation of this Lease agreement. I also understand that I must obtain "Renter's Insurance" to cover any losses to personal contents of this said apartment as a result of damage incurred by fire and that the Owner's insurance does not cover my personal belongings.

DEC 12 2017

DEPARTMENT OF
PLANNING & ZONING

* It is understood that the Owner shall be responsible for servicing or maintaining the smoke detectors in the said apartment unit. The Tenant must provide the owner with timely notification of smoke detectors malfunctions in order for the smoke detectors to be repaired or replaced as soon as possible.
 (tenant initials) SL KW AR ACE B ES

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Printed Name: <u>Sally Loevner</u>	Signature: <u>[Signature]</u>	Phone: _____	Email: _____	Date: _____
Printed Name: <u>Ian Johnson</u>	Signature: <u>[Signature]</u>	Phone: _____	Email: _____	Date: _____
Printed Name: <u>Katherine Wilce</u>	Signature: <u>[Signature]</u>	Phone: _____	Email: _____	Date: _____
Printed Name: <u>Ashley Hermanowski</u>	Signature: <u>[Signature]</u>	Phone: _____	Email: _____	Date: _____
Printed Name: <u>Natalie Schultz-Purves</u>	Signature: <u>[Signature]</u>	Phone: _____	Email: _____	Date: _____
Printed Name: <u>Emma Estabrook</u>	Signature: <u>[Signature]</u>	Phone: _____	Email: _____	Date: _____
Printed Name: <u>Taylor Brough</u>	Signature: <u>[Signature]</u>	Phone: _____	Email: _____	Date: _____

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Date: _____
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Date: _____
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Date: _____
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Date: _____
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Date: _____
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Date: _____

[Signature]
 Owner/Property Manager/Agent

Date: 11-18-13
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* It is understood that the Owner shall be responsible for servicing or maintaining the smoke detectors in the said apartment unit. The Tenant must provide the owner with timely notification of smoke detectors malfunctions in order for the smoke detectors to be repaired or replaced as soon as possible.

(tenant initials)

SL W KW AL AJES B JS

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and the said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Sally Loevner					11/11
Printed Name:	Signature:	Phone:	Email:	Date:	
Ian Johnson					11/11
Printed Name:	Signature:	Phone:	Email:	Date:	
Katherine Wilcox					11/11
Printed Name:	Signature:	Phone:	Email:	Date:	
Ashley Hermanowski					11/11
Printed Name:	Signature:	Phone:	Email:	Date:	
Natalie Schulte-Purves					11/11
Printed Name:	Signature:	Phone:	Email:	Date:	
Emma Estabrook					11/11
Printed Name:	Signature:	Phone:	Email:	Date:	
Taylor Brough					11/11
Printed Name:	Signature:	Phone:	Email:	Date:	

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

STEVEN LOEVNER					11/11
Printed Name:	Signature:	Phone:	Email:	Date:	
Printed Name:	Signature:	Phone:	Email:	Date:	
Printed Name:	Signature:	Phone:	Email:	Date:	
Printed Name:	Signature:	Phone:	Email:	Date:	
Printed Name:	Signature:	Phone:	Email:	Date:	
Printed Name:	Signature:	Phone:	Email:	Date:	
Owner/Property Manager/Agent					

11-18-13
Date:

* It is understood that the Owner shall be responsible for servicing or maintaining the smoke detectors in the said apartment unit. The Tenant must provide the owner with timely notification of smoke detectors malfunctions in order for the smoke detectors to be repaired or replaced as soon as possible.
(tenant initials) _____

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and the said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Printed Name:	Signature:	Phone:	Email:	Date:
Printed Name:	Signature:	Phone:	Email:	Date:
Printed Name:	Signature:	Phone:	Email:	Date:
Printed Name:	Signature:	Phone:	Email:	Date:
Printed Name:	Signature:	Phone:	Email:	Date:
Printed Name:	Signature:	Phone:	Email:	Date:

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a JOINT &

SEVERAL OBLIGATION.

EMMA ESTABROOK
MARION ESTABROOK

Printed Name:	Signature:	Phone:	Email:	Date: 11/15/17
Printed Name:	Signature:	Phone:	Email:	Date:
Printed Name:	Signature:	Phone:	Email:	Date:
Printed Name:	Signature:	Phone:	Email:	Date:
Printed Name:	Signature:	Phone:	Email:	Date:
Printed Name:	Signature:	Phone:	Email:	Date:

Owner/Property Manager/Agent _____

Date: _____

ADDENDUM TO LEASE

REGISTRATION FEES: Tenant is responsible for the payment of Burlington Rental Unit Registration. This fee is **\$75.00** per apartment, or the prevailing rate as mandated by the city of Burlington, whichever is lower. The fee is paid annually in March. Tenants will be billed the fee by Bissonette Properties and will be billed by your Landlord back upon receipt of this bill.

CERTIFIED MAIL: Tenants are responsible for paying any certified mail charges of \$3.50 per mailed item.

TRASH REMOVAL: Bissonette Properties is responsible for regular household trash removal. This does not include furniture, tires, TV's, computers, electronics, appliances (etc). If Bissonette Properties is charged additional fees by Myers Trash, you will be held responsible for all charges incurred. If we are charged by the City of Burlington, Code Enforcement a fine due to these items being on our property, this fine will be your responsibility. We will deduct this amount from your damage deposit if you haven't paid in full prior to vacating the apartment.

PARKING: In most cases each tenant is allowed one parking space per apartment unless specified in the lease. All vehicles must be registered, inspected and operable. Upon move in you will be issued a parking tag. You must place this tag clearly visibly on your vehicle. Any vehicles that do not have a tag or meet these requirements will be towed. Bissonette Properties is **NOT** responsible for any towing, storage or damage to a vehicle towed. PLEASE DO NOT PARK IN FRONT OF DUMPSTERS AT ANY TIME.

GRILLS: You must keep any grills off your deck or porch at least 8 feet away from building. **THIS IS A FIRE HAZARD.**

PLUMBING: If a plumber is required to unclog a toilet, sink or bathtub due to tenant negligence (including but not limited to: toys, razors, feminine hygiene products, diapers, food, etc.). Tenant is responsible for all costs incurred for these repairs & labor.

SMOKE DETECTORS: Smoke detectors must be operable at all times in your apartment. DO NOT tamper with the batteries out or disconnect the detectors from the base. If you disengage the units, you will be in direct violation of the City of Burlington's Code Enforcement Law and YOU will be fined if they find the detectors not in operation.

LOCK OUTS: If you are locked out of your apartment during regular business hours (8:30am-5:00pm), we will send a maintenance service that will unlock your doors. You will be charged for replacement keys if necessary. However, if you are locked out after 5:00pm, you will be charged \$50.00 to have the on-call maintenance service let you in.

PETS: Keeping pets *without permission* from Bissonette Properties will result in immediate removal of the pet and termination of your Lease agreement.

PEST CONTROL: If you have a pest problem in your apartment Bissonette Properties will have an exterminator rid your apartment of the infestation. YOU are responsible for the cost to eradicate the pest by utilizing a high heat process (most effective). The minimum charge is \$850.00. Upon inspection of pest problem Bissonette Properties will immediately resolve the infestation at your expense. You can help prevent infestation by not purchasing used furniture or bedding from unknown sources for use in the apartment. If you are moving in used items you need to check them thoroughly before move in.

UTILITIES: Upon signature of Lease it is tenants responsibility to call and have all utilities switched in your name. If you do not have the utilities switched over, there will be a 10 day shut off until the utilities are switched in your care of. Bissonette Properties will charge you for all utility bills that have not been paid. You must keep all utilities in your name until the last day of your vacancy. Delinquent utilities are subject to a 1% interest charge after 30 days.

Tenant Signature _____ Date 11/18/13

Tenant Signature _____ Date 11/18/13

Tenant Signature _____ Date 11/18/13

Owner/Property Manager/Agent _____

Tenant Signature _____ Date 11/18/13

Tenant Signature _____ Date 11/18/13

Tenant Signature _____ Date 11/18/13

Tenant Signature _____ Date 11/18/13

Tenant Signature _____ Date 11/18/13

Tenant Signature _____ Date 11/18/13

Disclosure of Information on Lead-Based Paint/ Lead-Based Paint Hazard

Lead Warning Statement

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips and dust can pose hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owner must disclose the presence of known lead based paint or hazard in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

a. Presents of lead based paint and/or lead based paint (check which applies)

☒ Known lead based paint and/or lead based paint hazards are present in the housing:
All Buildings which Pre-date 1978 have known Lead Paint. EMP Inspections are done Annually by Bissonette Properties are up to date and Code.

____ Owner has no knowledge of lead based paint or hazards in the housing. Records and reports are available to the Tenant.

____ Owner has provided the Tenant with all available records and reports pertaining to lead based paint hazards in the housing. Listed documents:

____ Owner has no reports or records pertaining to lead based paint and hazards in the housing.

Tenants Acknowledgement:

☒ Tenant has received copies of all information listed above

____ Tenant has received the pamphlet "Protect your Family from Lead in Your Home"

Agents Acknowledgement:

____ Agent has informed Tenant of the Tenant's obligation under 42 U.S.C 4852 (d) and is aware of responsibility to ensure compliance.

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Sally Bense 11/18/13 Albi R. Mili 11/18/13

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Donnie Bense 11/18/13

Tenant Signature

Date

Chloe Ann 11/18/13

Tenant Signature

Date

La Bense 4/11/14

Tenant Signature

Date

[Signature] 11/18/13

Tenant Signature

Date

[Signature] 11/18/13

Tenant Signature

Date

[Signature]

Tenant Signature

Date

____ Owner/Property Manager/Agent

GUIDELINES

VERY IMPORTANT, you MUST have all your rent paid IN FULL (the last month vacancy) before your last month of vacancy. You may NOT use your security deposit as your last rent. Any rent received after may 5th will result in a \$50.00 late fee. This will also delay of your security deposit.

1. **UTILITIES:** All utilities must remain in your name until your move out date. Do not shut off or into any other persons name until you have vacated the Please be sure you have your water bill paid in before you leave. If you have a balance left on any of your utilities that will be deducted from your security deposit.
2. **FURNITURE:** Please remove all your belongings, including furniture and electronics out of the apartment. You may not throw any of these unwanted items in the trash or leave them in the front of the building. These are additional fees and you *will* be held accountable for these costs.
3. **VACATING:** We do require that you leave the apartment on or before May 25th no later than 1 am. We ask for your cooperation in this matter so Bissonette Properties has time for inspection of the unit and additional cleaning of the apartment.
4. **CLEANING:** Once you have vacated your apartment, we ask that it be left in the same condition when you first moved in. We are understanding of normal wear and tear, however any excessive cleaning damages to the apartment will be deducted from your security deposit. The apartment must be cleaned by you have turned in your keys. The following may be additional cleaning deductions:
 - a. Clean all appliances inside & out- including refrigerator, stove, microwave, dishwasher, & dryers. Please pull out large appliances and clean behind and underneath. Please note: DO NOT use cleaning products on a SELF CLEANING OVEN.
 - b. Wash baseboards, trim, walls and doors, including exterior doors. Also clean windows, window sills, window blinds, light fixtures, light switches, vents, air covers/fans.
 - c. Clean toilets, base of toilet, tub, shower, sinks, faucets, counters, backsplash, soap dispenser, vanity, mirrors and floors.
 - d. Wipe out all cabinets, drawers, closets and shelving units.
 - e. Check smoke detectors, and clean out vents.
 - f. Dispose of all trash and boxes. Everything must be out of the unit, sweep porch, front entrance and clean out garage and/or storage space.
 - g. Please mop and clean all flooring, have carpets shampooed and vacuumed. If Tenants fail to arrange for carpet cleaning, Owner will have a contract for service and deduct the expense from your deposit.
 - h. Repair any holes in the walls including nail holes from pictures etc.
 - i. Clean up front and back yard. Including any trash or furniture.

*If prior to moving out you do not clean the items listed below and/or leave the unit in a satisfactory working order, the following charges will be deducted from your security deposit or owed to Bissonette Properties if your security deposit is insufficient to cover the charges. You will be charged the listed amount for each instance in which a listed item needs to be cleaned or repaired. The prices given for the items listed below are average prices only. If we incur a higher cost for cleaning or repairs you will be responsible for paying the higher cost. Please note: this is not an all-inclusive list; you can be charged for cleaning or repairs other than what is listed below.

kitchen cleaning:

oven/stove top	\$45
microwave(if provided)	\$10
refrigerator/freezer	\$40
cabinets/countertops	\$65
floors	\$20
grease filters/drip pans	\$15
dishwasher	\$10

bath cleaning:

tub/shower	\$25
sink & fans	\$10
vanity/mirrors	\$10
washer/dryer	\$15
doors/flooring	\$15
cabinets/counter	\$35
toilets/base	\$15

misc. cleaning/repairs:

carpets	\$100
holes	\$75
trash(in apt.)	\$60
repainting	\$100 minimum
basement	\$50
staircase	\$30
cleaning rate	\$40 per hr.

*tenants initials

[Handwritten signatures and initials]

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DEPARTMENT 10

***** NOTE: BISSONETTE PROPERTIES CAN PROVIDE A CLEANING SERVICE FOR
FLAT RATE OF \$250.00. PLEASE TELL YOUR LANDLORD IF YOU WOULD LIKE TO TAKE
ADVANTAGE OF THIS SERVICE.*****

If occupancy is less than one year, the walls must be spackled and paint touched up if marked up. If Bissonette Properties needs to do this, there is a labor charge of \$40 per hour.

* Replacement Charges: If any of these items are missing or damaged to the point that must be replaced you move out, you will be charged for the current cost of the items, plus labor/service charges. The prices given for the items listed below are average prices only. If we incur a higher cost for cleaning or repairs we will be responsible for paying the higher cost. Please note: this is not an all-inclusive list; you can be charged for cleaning or repairs other than what is listed below.

glass doors	\$150	fire extinguisher	\$55
window screens	\$45	bath mirrors	\$95
windows	\$150	doors	\$135
light fixtures	\$50	refrigerator shelves	\$30
counter tops	\$250	oven racks	\$30
broiler/oven pans	\$30	smoke detectors	\$75 ea.
blinds	\$40 each	tile/laminate floor	\$100+ (actual cost upon inspection)
lock replacement	\$60	unreturned keys	\$10 ea.

5. **KEYS**: You must return all keys to the apartment as well as mailbox keys and any duplicates you have made back to Bissonette Properties before 11:00 am on your move out date. You may leave your keys on the kitchen counter if easiest. Any keys not returned are subject to a charge of \$10 per key. *If you do not abide by the move out date & time you will be charged an additional prorated rent rate.*

6. **SECURITY DEPOSIT**: All deductions (if any) will be divided evenly between all tenants. Bissonette Properties has no way of knowing what damages each individual has caused or who left items behind. Please be sure all your roommates have abided by these rules so you can avoid any extra costs. In order to receive your security deposit refund, you must:

- Provide your new forwarding address, otherwise checks will remain at Bissonette Properties and it will be your responsibility to pick them up there.
- Be sure to thoroughly clean the apartment and repair any damages that are your responsibility.
- Leave your utilities in your name until the last day of your lease.
- Abide by your Lease Agreement
- Note: a single security check will be issued (mailed if provided a forwarding address) within 14 days of your move out date.
- Please inform Bissonette Properties of which person you choose to have the return check sent out to, otherwise, it will be by default.
- If the damages exceed the amount of your damage deposit you will receive a bill and be responsible for the difference.

* Security deposits will be mailed within 14 days of your move out and when all inspections are complete. Please send your security deposit return form to Bissonette Properties. Otherwise we will have no address to send your check to. In this case, we will leave security checks at Bissonette Properties for you to pick up.

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PLANNING & ZONING

BISSONETTE PROPERTIES
100 NORTH STREET
BURLINGTON VT 05401
tele: 802.864.4449 fax: 802.864.4447
bissonetteproperties@comcast.net
hours: 9:00-5:00 Mon-Fri
new website: bissonetteproperties.com

(12/10/17)

11-28 emailed to
cosignors

emailed 4/20/15

#2721

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this day by and between BPTS (Owner)
the following person(s) (tenants):

✓ Claire Macon ✓ Frances Lasby ✓ Quen Sander
Wyatt Owens ✓ ~~Chloe Macdonald~~ Anne P. Reager
Lella Rezvani ✓ Alexander Williams

***No other person(s) may reside in this unit without prior written approval by the Owner, failure to receive permission is grounds for termination of tenancy.

The contract unit is located at 21 Peru St, Apt , City Burlington
State VT, Zip 05401. The total rent is contracted for the term of 360 Days
total amount of rent for the initial term is \$ 58,800 payable in equal installments
\$ 4900 and will be collected on the first of each month beginning June 1st 2015
tenant has deposited \$ 4900 with the Owner as a security deposit. The amount of rent to O
is subject to change during the lease term in accordance with this lease. In Burlington, Owner must s
written notice of rent increase to the Tenant with a minimum of 90 days notice (3 full rental periods) pr
the effective date of the rent increase either prior to the expiration of the initial term of the lease or a
point after the tenancy has converted to a month-to-month term. In all other locations, Owner must s
Tenant a minimum of 60 days notice (2 full rental periods) of any rent increase.

* tenants initials LC MC VC Paid \$ 4400.00 Partial Security Deposit. Re
balance due by Dec 12, 2014. Deposits are non ref

1. **TERM OF LEASE:**

The initial term of lease begins on June 1st 2015. The initial term of lease ends
May 25th 2016. Following the initial term, the lease will be renewed automatically
month-to-month basis until: (1) Termination of the tenancy by the Owner in accordance with paragraph
upon a minimum of thirty (30) days written notice if the Tenant has resided in the apartment for tw
years or less, or sixty (60) days written notice if the Tenant has resided in the apartment for more tha
(2) years by the Owner after the initial term for no cause; or (2) Termination of the tenancy by the Ten
accordance with the lease (paragraph 5) or (3) By mutual agreement during the term of the lease.

* tenants initials LC MC VC WORN OES AR

2. **UTILITIES & APPLIANCES:**

The Owner shall provide for or pay for the utilities and appliances as indicated below by "O" without
additional charge to Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated
"T".

ITEM	PROVIDED BY	PAID BY	ITEM	PROVIDED BY
HEATING NATURAL GAS	_____	<u>T</u>	WATER HEATING	_____
BOTTLED GAS	_____	_____	NATURAL GAS	_____
OIL/ELECTRIC	_____	_____	BOTTLED GAS	_____
COAL/OTHER	_____	_____	OIL/ELECTRIC	_____
COOKING NATURAL GAS	_____	<u>T</u>	COAL/OTHER	_____
BOTTLED GAS	_____	_____	OTHER ELECTRIC	_____
OIL/ELECTRIC	_____	_____	TRASH	_____
COAL/OTHER	_____	_____	REFRIDGERATOR	_____
DRIVEWAY PLOWING	_____	<u>O</u>	MICROWAVE	_____
LAWN CARE	_____	<u>O</u>	WATER/SEWER	_____
SHOVELING	_____	<u>T</u>	AIR CONDITIONING	_____

Tenant shall not waste utilities provided by the Owner. Below lists all other responsibilities to be assumed by either party:

Laundry facilities: _____

Washers & Dryers are X are not _____ allowed on property.

Outdoor pools/trampolines are _____ are not X allowed on the property.

SMOKING in the apartment is not allowed X

Smoking is NOT allowed in the apartment, the following applies to all people: Smoking is prohibited anywhere in your unit; building; including common areas; and within 50 feet of the premises. You are responsible for ensuring that your family members; roommates; guests and invitees also comply with the rules. A violation of this rule may result in termination of the tenancy and eviction.

3. **USE & OCCUPANCY OF CONTRACT UNIT:** A violation of this section may result in the termination of the tenancy and eviction.

a: The Tenant must use the contract unit for residence by persons listed on this agreement. The unit must be the Tenant's only residence. Tenant shall not assign, mortgage, pledge or encumber this Lease or the leased premises, or sub-let the whole or any part of the leased premises without Landlord's prior written consent. The Tenant must not assign the lease or transfer the unit. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family (i.e. no home-based business of any nature may be operated out of unit)

legal profit-making is allowed _____ is not allowed X on the property.

b: **Alterations & restrictions-** Tenant shall not make or allow to be made any alterations, improvements, or additions to the unit without prior written consent of the Owner, including without limitation, the following:

- I. Change or remove any part of the appliances, fixtures, mechanical systems, furnishings, equipment in the unit.
- II. Paint or install wallpaper or contact paper in the unit
- III. Attach awnings, ceiling fans, window guards, radio aerials or CB and television antenna transmitters to the unit.
- IV. Attach any shelves, screen doors, or other permanent improvements in the unit.
- V. Install heaters, air conditioners or waterbeds in the unit.
- VI. Place any aerials, antennas, satellite dishes, or other electrical connections on the unit
- VII. Use of the roof for any purpose whatsoever, including, but not limited to, sunbathing or place any furniture on roof.

c: **Grills-** If allowed Tenant may use gas grills or barbecues on balconies or yard within **10 feet** structures. Grills are X are not _____ allowed on the property

d: **Common areas-** The grounds, sidewalks, entrance, hall, passages, stairways and other common areas shall not be obstructed by Tenant or used by Tenant for any purpose other than those of ingress and egress of the unit. This provision applies to Tenant's household members and guests. In the event the Owner receives a monetary fine by a municipality for the Tenant's personal possession being in the common areas in violation of a State fire code or municipal ordinance, Tenant shall be responsible to reimburse Owner said fine. Failure to reimburse Owner within 30 days of the demand for payment from Owner shall constitute a lease violation and Tenant may be subject to eviction.

e: **Insurance-** Tenant shall do nothing to increase or create extra insurance premiums or insurance risk at or around the premises. Tenant shall protect their own personal property with adequate personal property insurance. It is the intention of this Lease that the Owner shall insure the unit and the Tenant shall insure Tenant's own property. Owner shall not be responsible for any loss to Tenant's possession unless caused by the negligence of the Owner. The Tenant shall be responsible for Tenant's negligent or intentional conduct and the negligent or intentional conduct of the Tenant's household and guests. In the event Tenant resides in an apartment above the ground level and there is an outdoor deck or porch attached, Tenant shall not have any gatherings on this area that results in this area being overcrowded.

tenants initials

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f: **Pet Policy**- Under specific guidelines of the Owner's pet policy, any damages or destruction to the unit caused by Tenant's pet(s) are Tenant's responsibility to reimburse Owner. Failure to reimburse Owner within 30 days of the demand for payment Owner shall constitute a lease violation and Tenant may be subject to termination of tenancy. Tenant will be held accountable for replacement of any flooring if pet urinates on any portion of said flooring. Cost to replace carpeting is currently \$1700 for a two bedroom. Tenant will be charged current market cost for replacement. Tenant must follow pet addendum on page [redacted] if pet(s) are permitted:

Pets are allowed X are not _____ allowed on the property

g: **Disturbances**- Tenant agrees not to allow on premises any excessive noise or other activity, which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other Tenants and other persons in building or common areas from similarly disturbing Tenant's peace and quiet. Tenant acknowledges that Tenant is responsible for all conduct, behavior and/or actions of members of Tenant's household and for all guests. Tenants in Burlington shall abide by the attached City noise ordinance.

h: **Parking**- If parking is provided, Owner's parking policy is as follows: Parking is on a first come first serve basis. The Owner does not regulate or guarantee access to the parking area. No more than one car per tenant is allowed. Any cars or trucks that are unregistered will be towed at owner's expense. If parking tags are issued for your apartment, your apartment will be issued 2 of tags. These tags must be put on your vehicle's back bumper. Cars without parking tags will be towed. Tenant shall not repair, wash, change oil or otherwise maintain any vehicles, boats or other recreational vehicles on the property.

Parking is X is not _____ provided.

i: **Guest policy**- Tenant shall be allowed to have guests/visitors stay overnight for up to 14 days in one year period and it does not matter if these 14 days run consecutive or not.

j: **Soliciting**- No soliciting allowed on the property by the Tenant, members of the household or other guests.

k: **Inspection**- Before taking occupancy, Tenant and Owner (or Owner's Agent) shall inspect the unit and will sign a completed apartment inspection check list. Tenant's signing of the inspection check list upon completion will be deemed conclusive evidence of the delivery of the apartment in the condition represented by the inspection check list. Upon termination of the occupancy by the Tenant, this same inspection will be completed again by the Tenant and Owner (or Owner's Agent) and will be used, if necessary, to determine responsibility for any damages, cleaning, or repair expenses to the unit. Failure of the Tenant to schedule or attend the inspection shall not be deemed a waiver of this clause.

l. **Weapons**- Tenant shall not display or in any way threaten, intimidate or harass any resident, guest or agent of the Owner or Owner's Agent with any weapon of any kind or any instrument that could be deemed or perceived to be a weapon, including, but not limited to, firearms, rifles, shotguns, bb guns, paintball guns, knives, machetes and the like in or on the common areas of the property. Tenant shall not discharge any type of firearm on the property including Tenant's unit.

m. **Tampering with Property**- Tenant shall not tamper with or in any way disable smoke and/or carbon monoxide detectors in the unit or on the property. This is grounds for termination of lease and eviction. Further, if a fine is imposed by the local municipality or by the State, Tenant shall be responsible to pay said fine if the fine resulted from the Tenant's actions. If Owner is required to pay the fine, the Tenant shall reimburse Owner within 30 days upon demand or this, too, may be grounds for termination of tenancy and tenant agrees any unpaid assessed fine may be deducted from the security deposit.

4. **MAINTENANCE & UTILITIES: OWNER & TENANT RESPONSIBILITY:**

a: The Owner or Owner's Agent may enter the dwelling unit only for the following purposes: (a) to inspect unit, (b) to make necessary repairs, alterations or improvements/supply agreed services, and (c) to exhibit the unit to prospective purchasers, mortgagees, tenants and workers. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. Owner shall, except in an emergency, give the Tenant 48 Hour notice of Owner's intent to enter, and may then enter only at a reasonable time. If an emergency occurs, the Owner may enter the unit without consent or notice.

b: The Owner is not responsible for damages beyond normal wear and tear caused by the carelessness, misuse, neglect or intentional act of Tenant or any member of the Tenant's household or guest(s). The Tenant is responsible to reimburse Owner for these costs within 30 days of demand for reimbursement.

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payment. Failure to do so may result in grounds for termination of tenancy.

c: The Tenant must maintain all utilities. Failure to do so may be grounds for termination of tenancy. Tenant must pay for any utilities and provide any appliances that the owner is not required to provide for or provide under the lease. Failure to do so may be grounds for termination of tenancy.

d: Tenant's Obligation-

Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts of or neglect by Tenant or others occupying with Tenant's permission, Tenant, upon prior agreement with Owner, may repair such damages at Tenant's own expense. If (a) Tenant fails to make agreed upon repairs, or, (b) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner. Owner shall be entitled to charge Tenant for all costs to repair damage caused by Tenant, members of Tenant's household and Tenant's guests. Tenant's failure to reimburse Owner for said repairs upon 30 days demand may be grounds for termination of tenancy. If the Tenant renders unit uninhabitable, Tenant shall be responsible to pay for the rent during the time the unit is damaged.

e: **Late Fees/Return Check Fees-** The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease. Late charges shall be in the amount of **\$50.00 per delinquent payment**. Said late charges will be in addition to the usual monthly rental and will apply if rent is unpaid by the **5th** day of each month. There will be a returned check fee of **\$50.00**

f: **Locks-** Tenant agrees not to install additional or different/alternate locks, gates, deadbolts, latches (etc.) on any doors or windows of the dwelling unit without the advance written consent of the Owner. If the Owner so consents, the Tenant will provide the Owner with a key for any and all new lock(s). When this lease agreement terminates, the Tenant will return all keys for the unit back to the Owner. There will be no charge for lost or unreturned keys. The charge for keys are **\$10.00** per key. If the locks need to be changed, the cost is **\$50.00** per lock set.

5. TERMINATION OF TENANCY BY TENANT

The tenant may terminate the tenancy by;

1. During the initial term of the lease, regardless of the amount of written notice given, Tenant will be held accountable for rent until either the end of the lease term or the Owner has rented said unit. Tenant will also be responsible for charges in paragraph 18.

2. After the initial term, Tenant may terminate the tenancy with a minimum of one full rental period written notice. After the initial term, for tenants in Burlington, two full rental periods written notice is required; or

3. The Owner and the Tenant mutually agree to terminate the lease.

6. TERMINATION OF TENANCY BY OWNER:

a: Grounds-

I. During the initial term of the lease or any extension thereof, the Owner may terminate the tenancy on the following grounds upon at least 30 days written notice, except for non payment of rent which shall be upon at least 14 days written notice:

1. Serious or repeated violations of the terms and conditions of the lease;

2. Violation of Federal, State or local Law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises;

3. Criminal activity (as provided in paragraph b);

4. Non payment of rent or repeated failure to pay rent in a timely manner;

5. Any misrepresentation or false statement of information on Tenant's application regardless of whether intentional or negligent;

6. Interfering with the management of the property;

7. Causing an undue financial burden on the property;

8. Other good cause (as provided in paragraph c).

II. The requirement to terminate tenancy for such grounds;

1. Applies during the term of lease, including the initial term and any extension term; and

2. Does not apply if the Owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.

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III. After the initial term, the Owner may terminate the lease for no cause upon a minimum of thirty (30) days if the Tenant has resided in the unit for less than two (2) years, and sixty (60) days written notice if the Tenant has resided in the unit for two (2) or more years.

b: Criminal activity-

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy.

I. Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residences (*including conduct/actions against or harassment of the Owner and/or property management staff and/or any agents/contractors/vendors of the Owner*);

II. Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

III. Any violent criminal activity on or off the premises;

IV. Any drug related criminal activity on or off the premises;

V. Any other activity which impairs the physical or social environment of the premises.

VI. Illegal use or possession of a controlled substance; or

VII. Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;

VIII. Interference with management of the property

IV. Criminal Activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control shall not be cause for eviction for the Tenant or immediate family member of the Tenant's household who is a victim of domestic violence, dating violence, sexual assault or stalking and as a result Tenant victim could not control or prevent the criminal activity. This exception for victims of domestic violence does not apply to the eviction of a family member who is the perpetrator of the domestic violence or if there is an actual or imminent threat to other residents, the larger community, Owner/Owner's agents or persons providing service to the property if the Tenant is not evicted.

The Owner may terminate the tenancy for criminal activity in accordance with this section if the Owner determines that the household member/guest has committed the criminal activity, regardless of whether the household member/guest has been arrested or convicted for such activity. In addition, the Owner may terminate the tenancy if any member of the household is:

1. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or
2. Violating a condition of probation or parole under Federal or State Law.

c. Other good cause for termination of tenancy-

I. During the first year of the initial lease term or anytime during the tenancy, other good cause for termination of tenancy must be something the Tenants did or failed to do.

II. During the initial term of lease or during and extension term, other good cause includes, but is not limited to:

- a. Disturbance of neighbors,
- b. Destruction of property,
- c. Failure to maintain utilities or wasting utilities provided by the Owner,
- d. Failure to pay Owner for damages caused by Tenants.
- e. Allowing persons not named on the lease to reside in the unit without Owner's prior written consent, or
- f. Living or housekeeping habits that cause damage or present safety concerns to the Tenant or other residents or the unit or premises or that may otherwise result in minimum housing violations.
- g. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will *not* be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for terminating a lease held by the victim of such violence.
- h. Violations of paragraph 3 of this lease.

d. Eviction by court action-

The Owner may only evict the Tenant from the contract unit by instituting a court action.

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7. **Intentionally left blank.**

8. **SECURITY DEPOSIT:**

a. The Owner may collect a security deposit from the Tenant equal to the initial month's rent. Owner has collected \$ 4,900 from the Tenant to be applied towards Tenant's security deposit.

b. When the Tenant moves out of the contract unit, the Owner, subject to State and local Law, may use the security deposit, including any interest on the deposit (if applicable), in accordance with the Lease as reimbursement for any unpaid Tenant rent, unpaid utilities, damages to the unit beyond normal wear and tear, unreturned keys, late fees, returned check fees, expenses to remove rubbish or store articles abandoned by Tenant or other amounts that the Tenant owes under the Lease.

c. The Owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant within fourteen (14) days from the date on which the Tenant is known or is reasonably believed to have vacated or abandoned the unit.

d. If the security deposit is not sufficient to cover the amounts the Tenant owes under the lease, the owner may collect the balance from the Tenant.

e. In the event Tenant violates the terms of the lease and it is necessary for the Owner to terminate the tenancy, including early termination by Tenant, the deposit may be retained pursuant to paragraph 5 paragraph 18.

f. If more than one person is named the Tenant, such persons agree that they will work out the details of dividing any security refund among themselves. The Owner may pay a security deposit refund to any one adult person named as the Tenant. Owner shall not and is not obligated to return a security deposit or any portion thereof until the last named Tenant on the lease has vacated the unit.

g. The security deposit shall not be used for the last month's rent.
Security deposit should be returned to: (Name one individual adult tenant)

*** This person will also be listed on your Landlord Certificate for taxes.

9. **MANDATORY RECYCLING:**

In jurisdictions, for example, Burlington, where recycling is mandatory, Tenant shall comply with the applicable ordinances and regulations on mandatory recycling. Tenant shall sort and separate recyclable materials from all other solid waste and place recyclables in proper recycling containers provided. If the local jurisdiction finds the Tenant has violated any provisions of the recycling laws, Tenant shall pay all costs, expenses, fines, penalties or other damages imposed upon the Owner or Tenant by reason of Tenant's failure to comply with the law. Tenant agrees to indemnify the Owner accordingly.

10. **PROHIBITION OF DISCRIMINATION:**

In accordance with the applicable equal opportunities statutes, executive orders, and regulations, the Owner does not discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, age, familial status, disability, gender identity or gender-related characteristics or because a person intends to occupy the unit with one or more minor children, or because a person is a recipient of public assistance in connection with the lease.

11. **WRITTEN NOTICES:**

When this lease requires any notice by the Tenant or Owner, the notice must be in writing and delivered either personally or by first class mail.

Notice to the Owner shall be sent to: **Bissonette Properties, 100 North Street, Burlington VT 05401**

Notice to the Tenant shall be sent to: _____

12. **LEAD-BASED PAINT DISCLOSURE:**

Housing built before 1978 may contain lead based paint. Lead paint, paint chips and dust can cause health

hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant woman. Before renting pre-1978 housing, owners must disclose the presence of lead based paint hazards in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention.

(X) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards are applicable and attached to this lease.

() Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards are NOT applicable and is attached to this lease.

13. JOINT & SEVERAL LIABILITY:

If more than one person is named as the Tenant herein, the obligations and liabilities of such persons hereunder shall be joint and several.

14. SEVERABILITY:

If any provisions of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. WAIVER:

No failure or delay by Owner to enforce any term of this lease shall be deemed a waiver. The acceptance of rental payments or partial rental payments shall not waive Owner's right to enforce any term of this lease including but not limited to, the Owner's right to pursue its remedies for non-payment of rent.

16. ATTORNEY'S FEES:

If the Tenant acts in violation of this lease or it is necessary for the landlord to defend against tenant claims, the Owner shall be entitled to collect reasonable attorney's fees and other costs and expenses from the Tenant. Nonpayment of attorney's fees may be considered a breach of this lease agreement.

17. DELIVERY OF POSSESSION:

The Owner's obligation to deliver possession of the unit is contingent upon the current occupant of the unit vacating the unit and removing all personal property from the unit. The parties acknowledge that failure of the current occupant of the unit to deliver possession shall cancel this Lease, and all deposit monies and paid rent shall be returned to Tenant.

18. SURRENDER OF UNIT; BREAKING LEASE:

If the Tenant vacates the unit prior to the expiration of the initial term (i.e. breaks the lease), Tenant shall be liable to pay Owner of all reasonable costs incurred by Owner in turning over the unit (cleaning the unit, carpets, painting etc.), advertising costs incurred by Owner to re-let the unit and for any rent lost until such time as a new tenant is found for the unit. Tenant's security deposit shall be made available to cover payment of all of these consequential damages that may be incurred by the Owner because of Tenant's breach of lease.

19. DAMAGES TO UNIT/HABITABILITY:

This lease may, at the Owner's discretion, terminate immediately should the lease premises become so damaged by fire or other casualty, so as to be uninhabitable for any period of time. Termination by the Owner in no way limits the right of the Owner to repair the property and make the unit available to future rental.

20. OTHER TERMS & CONDITIONS:

a. In Burlington, Tenants shall abide by the Burlington noise ordinance. A copy of the ordinance is attached to this lease agreement.

b. Smoke detector/carbon monoxide detector/fire extinguisher release. I, the undersigned have personally checked the Smoke detector/carbon monoxide detector/fire extinguisher in the unit that we are renting and find them to be in good working order. The Law requires Owner to provide working Smoke detector/carbon monoxide detector/fire extinguisher in the unit. I/we agree that the smoke detectors and carbon monoxide detectors are installed in the ceilings or walls in order to alert us as to the presence of smoke or carbon monoxide in order to help save my life in case of a fire or a carbon monoxide leak. I agree that by removing the Smoke detector/carbon monoxide detector/fire extinguisher or disabling them in any manner is putting my life at great risk in case of fire, or carbon monoxide leak and by doing so I am absolving the Owner or Owner's Agent from any responsibility for losses due to my noncompliance with the Law or malfunction of the alarms. I also know I am in direct violation of this Lease agreement.

It is understood that the Owner shall be responsible for servicing or maintaining the Smoke detector/carbon monoxide detector/fire extinguisher in the said unit. Tenant must provide the Owner with timely notification of Smoke detector/carbon monoxide detector/fire extinguisher malfunctions in order for the device to be repaired or replaced as soon as possible.

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c. Renters Insurance. I understand that I must obtain "Renter's Insurance" to cover any losses to personal contents of this said unit. The Owner's insurance does not cover my personal belongings.

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Claire Macon		Phone:	Cell Carrier:	Email:
Kila Rezvani		Phone:	Cell Carrier:	Email:
Victoria Cassar		Phone:	Cell Carrier:	Email:
Fances Lasday		Phone:	Cell Carrier:	Email:
Wyatt Owens		Phone:	Cell Carrier:	Email:
Alexandra Williams		Phone:	Cell Carrier:	Email:
Owen Sanders		Phone:	Cell Carrier:	Email:
Anne Reagan		Phone:	Cell Carrier:	Email:

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

Angie Macon		Phone:	Email:	Tenant Name:
Hope Smith		Phone:	Email:	Tenant Name:
VIVES CASSAR		Phone:	Email:	Tenant Name:
Mike Lasday		Phone:	Email:	Tenant Name:
Paula Hyde		Phone:	Email:	Tenant Name:
Alexandra Williams		Phone:	Email:	Tenant Name:
Owen Sanders		Phone:	Email:	Tenant Name:
		Date: 11/7/17		
Owner/Property Manager/Agent		RECEIVED DEC 12 2017		

c. Renters Insurance. I understand that I must obtain "Renter's Insurance" to cover any losses to personal contents of this said unit. The Owner's insurance does not cover my personal belongings.

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the use and enjoyment of the premises described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and the said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Printed Name: Anne Reagan	Signature: <i>[Signature]</i>	Phone: <i>[Blank]</i>	Cell Carrier: <i>AT&T</i>	Email: <i>[Blank]</i>
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

Printed Name: Sara Porcell	Signature: <i>[Signature]</i>	Phone: <i>[Blank]</i>	Email: <i>[Blank]</i>	Tenant Name: <i>[Blank]</i>
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:

Owner/Property Manager/Agent

Date:

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c. Renters Insurance. I understand that I must obtain "Renter's Insurance" to cover any losses to personal contents of this said unit. The Owner's insurance does not cover my personal belongings.

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and the said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Printed Name: <u>Claire Mauer</u>	Signature: <u>[Signature]</u>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name: <u>Victoria Cassar</u>	Signature: <u>[Signature]</u>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name: <u>Ferries Laxday</u>	Signature: <u>[Signature]</u>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name: <u>Wyatt Owens</u>	Signature: <u>[Signature]</u>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name: <u>Alexandra Wilkins</u>	Signature: <u>[Signature]</u>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name: <u>Cindy Sanders</u>	Signature: <u>[Signature]</u>	Phone: _____	Cell Carrier: _____	Email: _____

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

Printed Name: <u>Amye Hla</u>	Signature: <u>[Signature]</u>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name: <u>Hope Smith</u>	Signature: _____	Phone: _____	Email: _____	Tenant Name: <u>Leid</u>
Printed Name: <u>VLES CASSAR</u>	Signature: _____	Phone: _____	Email: _____	Tenant Name: <u>CRUG</u>
Printed Name: <u>Mike Laxday</u>	Signature: _____	Phone: _____	Email: _____	Tenant Name: <u>WINGS</u>
Printed Name: <u>Paula Hyde</u>	Signature: _____	Phone: _____	Email: _____	Tenant Name: <u>Yatt</u>
Printed Name: <u>Wyatt Owens</u>	Signature: _____	Phone: _____	Email: _____	Tenant Name: <u>EXAD</u>
Printed Name: <u>Cindy Sanders</u>	Signature: _____	Phone: _____	Email: _____	Tenant Name: <u>CH</u>

Mary Wright
Owner/Property Manager/Agent

Date: 11/7/14

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c. Renters Insurance. I understand that I must obtain "Renter's Insurance" to cover any losses to personal contents of this said unit. The Owner's insurance does not cover my personal belongings.

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and the said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Claire Mason	<i>[Signature]</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			
Leila ReZva ni	<i>[Signature]</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			
Victoria Cassar	<i>[Signature]</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			
Frances Lasday	<i>[Signature]</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			
Wyatt Owens	<i>[Signature]</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			
Alexandra Williams	<i>[Signature]</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			
Owen Sanders	<i>[Signature]</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

Angie Mason	<i>[Signature]</i>	Phone:	Email:	Tenant Name:
Printed Name:	Signature:			
Hope Smith	<i>[Signature]</i>	Phone:	Email:	Tenant Name:
Printed Name:	Signature:			
VIVES CASSAR	<i>[Signature]</i>	Phone:	Email:	Tenant Name:
Printed Name:	Signature:			
Mike Lasday	<i>[Signature]</i>	Phone:	Email:	Tenant Name:
Printed Name:	Signature:			
Paula Hyde	<i>[Signature]</i>	Phone:	Email:	Tenant Name:
Printed Name:	Signature:			
Alexandra Williams	<i>[Signature]</i>	Phone:	Email:	Tenant Name:
Printed Name:	Signature:			
Owen Sanders	<i>[Signature]</i>	Phone:	Email:	Tenant Name:
Printed Name:	Signature:			
Mary Wright	<i>[Signature]</i>	Phone:	Email:	Tenant Name:
Printed Name:	Signature:			

Owner/Property Manager/Agent

Date:

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ADDENDUM TO LEASE

REGISTRATION FEES: Tenant is responsible for the payment of Burlington Rental Unit Registration. This fee is **\$100.00** per apartment, or the prevailing rate as mandated by the city of Burlington, whichever is lower. The fee is paid annually in March. Tenants will be billed the fee by Bissonette Properties and will receive your Landlord back upon receipt of this bill.

CERTIFIED MAIL: Tenants are responsible for paying any certified mail charges of \$3.50 per mailed item.

TRASH REMOVAL: Bissonette Properties is NOT responsible for extra trash. This includes furniture, appliances, TV's, computers, electronics, appliances, mattresses, (etc.). If Bissonette Properties is charged for any of these fees, you will be held responsible for all charges incurred. If we are charged by the City of Burlington, Code Enforcement and a fine is incurred for these items left on our property, this fine will be your responsibility. We will deduct this amount from your damage deposit if you haven't paid in full prior to your vacating the apartment.

PARKING: In most cases each tenant is allowed one parking space per apartment unless specified in the lease (see paragraph 3 of the lease agreement). All vehicles must be registered, inspected and operable. Upon moving in you will be issued a parking tag, you must place this tag clearly visibly on your vehicle. Any vehicles that do not have a tag or meet these requirements will be towed. Bissonette Properties is **NOT** responsible for a vehicle being towed, storage or damage to any vehicle towed. PLEASE DO NOT PARK IN FRONT OF DUMPSTER AT ANY TIME.

GRILLS: You must keep any grills off your deck or porch at least 10 feet away from building. **THIS IS A FIRE HAZARD.**

PLUMBING: If a plumber is required to unclog a toilet, sink or bathtub due to tenant negligence (including but not limited to: toys, razors, feminine hygiene products, diapers, food, etc.). Tenant is responsible for all costs incurred for these repairs & labor.

SMOKE DETECTORS: Smoke detectors must be operable at all times in your apartment. DO NOT tamper with the batteries out or disconnect the detectors from the base. If you disengage the units, you will be in direct violation of the City of Burlington's Code Enforcement Law and YOU will be fined if they find the detectors not in proper operation.

LOCK OUTS: If you are locked out of your apartment during regular business hours (8:30am-5:00pm), call for a maintenance service that will unlock your doors. You will be charged for replacement keys if necessary. However, if you are locked out after 5:00pm, you will be charged \$50.00 to have the on-call maintenance service let you in.

PETS: Keeping pets *without permission* from Bissonette Properties will result in immediate removal of the pet and termination of your tenancy.

PEST CONTROL: If you have a pest problem in your apartment Bissonette Properties will have an exterminator rid your apartment of the infestation. YOU are responsible for the cost to eradicate the pest. In the case of bedbug infestation we utilize a high heat process (most effective). The minimum charge to eradicate a bedbug infestation is \$1,200.00. Upon inspection of pests Bissonette Properties will immediately resolve the infestation at your expense. You can help prevent infestation by not purchasing used furniture or bedding from unknown sources for use in the apartment. If you are bringing in used items you need to check them thoroughly before move in.

UTILITIES: Upon signature of Lease it is tenant's responsibility to call and have all utilities switched in your name. If you do not have the utilities switched over, there will be a 10 day shut off until the utilities are back in your care of. Bissonette Properties will charge you for all utility bills that have not been paid. You must keep all utilities in your name until the last day of your vacancy. Delinquent utilities are subject to a 1% interest charge after 30 days.

[Signature]
Tenant Signature

NOV. 7 2014
Date

[Signature]
Tenant Signature

NOV 10TH 14
Date

[Signature]
Tenant Signature

NOV 10TH 14
Date

[Signature]
Tenant Signature

7 NOV 14
Date

[Signature]
Tenant Signature

NOV 10, 14
Date

[Signature]
Tenant Signature

NOV 10, 14
Date

[Signature]
Tenant Signature

NOV 30
Date

[Signature]
Tenant Signature

11/20/15
Date

[Signature]
Tenant Signature

NOV 20 2015
Date

[Signature]
Owner/Property Manager/Agent

Disclosure of Information on Lead-Based Paint/ Lead-Based Paint Hazard

Lead Warning Statement

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips and dust can pose hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owner must disclose the presence of known lead based paint or hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

a. Presents of lead based paint and/or lead based paint (check which applies)

 X Known lead based paint and/or lead based paint hazards are present in the housing:
ALL BUILDINGS WHICH PRE-DATE 1978 HAVE KNOWN LEAD PAINT. EMP INSPECTIONS ARE DONE ANNUALLY BY BISSONETTE PROPERTIES AND ARE UP TO DATE AND CODE.

 Owner has no knowledge of lead based paint or hazards in the housing. Records and reports are available to the Tenant.

 Owner has provided the Tenant with all available records and reports pertaining to lead based paint hazards in the housing. Listed documents:

 Owner has no reports or records pertaining to lead based paint and hazards in the housing.

Tenants Acknowledgement:

 Tenant has received copies of all information listed above

 Tenant has received the pamphlet "Protect your Family from Lead in Your Home"

Agents Acknowledgement:

 Agent has informed Tenant of the Tenant's obligation under 42 U.S.C 4852 (d) and is aware of responsibility to ensure compliance.

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>E.C. R</u> Tenant Signature	<u>11/7/14</u> Date	<u>[Signature]</u> Tenant Signature	<u>11/10/14</u> Date
<u>[Signature]</u> Tenant Signature	<u>7 Nov '14</u> Date	<u>[Signature]</u> Tenant Signature	<u>11/11/14</u> Date
<u>[Signature]</u> Tenant Signature	<u>11/10/14</u> Date	<u>[Signature]</u> Tenant Signature	<u>11/12/14</u> Date
<u>Mary Wright</u> Owner/Property Manager/Agent			

<u>[Signature]</u> Tenant Signature	<u>11/11/14</u> Date
<u>[Signature]</u> Tenant Signature	<u>11/11/14</u> Date
<u>[Signature]</u> Tenant Signature	<u>11/11/14</u> Date

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SECURITY DEPOSIT AGREEMENT

VERY IMPORTANT, you MUST have all your rent paid IN FULL (the last month of your vacancy) before your last month of vacancy. You may NOT use your security deposit as your last month's rent. Any rent received after the 5th will result in a \$50.00 late fee. This will also delay the return of your security deposit. Tenant and Owner agree that the following may be deducted from the security deposit;

1. **UTILITIES:** All utilities must remain in your name until your move out date. Do not shut off or transfer into any other persons name until you have vacated the apartment. Please be sure you have your water bill paid in full before you leave. If you have a balance left on any of your utilities that will be deducted from your security deposit.

2. **FURNITURE:** Please remove all your belongings, including furniture and electronics out of the apartment. You may not throw any of these unwanted items in the trash or leave them in the front of the building. These are additional fees and you **will** be held accountable for these costs.

3. **VACATING:** You are required to leave the apartment on 5/25/2016 no later than 11:00 am.

4. **CLEANING:** Once you have vacated your apartment, we ask that it be left in the same condition when you first moved in. We are understanding of normal wear and tear, however any excessive cleaning damages to the apartment will be deducted from your security deposit. The apartment must be cleaned by the time you have turned in your keys. The following may be additional cleaning deductions:

a. Clean all appliances inside & out- including refrigerator, stove, microwave, dishwasher, & dryers. Please pull out large appliances and clean behind and underneath. Please note: DO NOT use cleaning products on a SELF CLEANING OVEN.

b. Wash baseboards, trim, walls and doors, including exterior doors. Also clean windows, walls, window sills, window blinds, light fixtures, light switches, vents, and air covers/fans.

c. Clean toilets, base of toilet, tub, shower, sinks, faucets, counters, backsplash, soap dispenser, vanity, mirrors and floors.

d. Wipe out all cabinets, drawers, closets and shelving units.

e. Check smoke detectors, and clean out vents.

f. Dispose of all trash and boxes. Everything must be out of the unit, sweep porch, front entrance and clean out garage and/or storage space.

g. Please mop and clean all flooring, have carpets shampooed and vacuumed. If Tenants fail to arrange for carpet cleaning, Owner will have a contract for service and deduct the expense from your deposit.

h. Repair any holes in the walls including nail holes from pictures etc.

i. Clean up front and back yard. Including any trash or furniture.

*If prior to moving out you do not clean the items listed below and/or leave the unit in a satisfactory condition, the following charges will be deducted from your security deposit or owed to Bissonette Property Management. If your security deposit is insufficient to cover the charges. You will be charged the listed amount for each instance in which a listed item needs to be cleaned or repaired. The prices given for the items listed below are average prices only. If we incur a higher cost for cleaning or repairs you will be responsible for paying the higher cost. Please note: this is not an all-inclusive list; you can be charged for cleaning or repairs other than what is listed below.

kitchen cleaning:

oven/stove top	\$60
microwave(if provided)	\$10
refrigerator/freezer	\$40
cabinets/countertops	\$65
vacuum/sweep/mop (per room)	\$20
grease filters/drip pans	\$15
dishwasher	\$10

bath cleaning:

tub/shower	\$75
sink & fans (each)	\$25
vanity/mirrors	\$10
washer/dryer	\$15
doors/windows	\$25
cabinets/counter	\$35
toilets/base	\$35

misc. cleaning/repairs:

carpets	\$100
holes	\$75
trash(in apt.)	\$60
repainting	\$100 minimum
basement clean/sweep	\$50
staircase	\$30
cleaning rate	\$40 per hr.

ELN 11/7/14
Tenant Signature Date

[Signature] 7 Nov 14
Tenant Signature Date

Mary Wright
Owner/Property Manager/Agent

Carrar 11/10/14
Tenant Signature Date

[Signature] 11/10/14
Tenant Signature Date

Oscar Serrano 11/25/14
Owner Signature Date

[Signature] 11/10/14
Tenant Signature Date

[Signature] 11/10/14
Tenant Signature Date

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If occupancy is less than one year, the walls must be spackled and paint touched up if marked up. If Bissonette Properties needs to do this, there is a labor charge of \$40 per hour.

* **Replacement Charges:** If any of these items are missing or damaged to the point that must be replaced you move out, you will be charged for the current cost of the items, plus labor/service charges. The price given for the items listed below are average prices only. If we incur a higher cost for cleaning or repairs will be responsible for paying the higher cost. Please note: this is not an all-inclusive list; you can be charged for cleaning or repairs other than what is listed below.

glass doors	\$150	fire extinguisher	\$55
window screens	\$45	bath mirrors	\$95
windows	\$150	doors	\$135
light fixtures	\$50	refrigerator shelves	\$30
counter tops	\$250	oven racks	\$30
broiler/oven pans	\$30	smoke detectors	\$75 ea.
blinds	\$40 each	tile/laminate floor	\$100+ (actual cost upon inspection)
combo lock replacement	\$180	unreturned keys	\$10 ea.

5. **KEYS:** You must return all keys to the apartment as well as mailbox keys and any duplicates you have made back to Bissonette Properties before 11:00 am on your move out date. You may leave your keys on the kitchen counter if easiest. Any keys not returned are subject to a charge of \$10 per key. *If you do not abide by the move out date & time you will be charged an additional prorated rent rate.*

6. **SECURITY DEPOSIT:** Return of the security deposit shall occur in accordance with paragraph 8 of the lease agreement. Only 1 check will be issued to the person identified in paragraph 8(g). In order to receive your security deposit refund, you must:

- Provide your new forwarding address, otherwise checks will remain at Bissonette Properties and it will be your responsibility to pick them up there.
- Be sure to thoroughly clean the apartment and repair any damages that are your responsibility.
- Leave your utilities in your name until the last day of your lease.
- Abide by your Lease Agreement
- Note: a single security check will be issued (mailed if provided a forwarding address) within 14 days of your move out date, in compliance with paragraph 8 of the lease agreement.
- Check will be made out to the person identified on paragraph 8(g).
- If the damages exceed the amount of your damage deposit the Owner may collect the balance from the Tenant.

* Security deposits will be mailed within 14 days of your move out and when all inspections are complete. Please send your security deposit return form to Bissonette Properties. Otherwise we will have no address to send your check to. In this case, we will leave security checks at Bissonette Properties for you to pick up.

<u>E. C. N</u> Tenant Signature	<u>11/7/14</u> Date	<u>[Signature]</u> Tenant Signature	<u>11/10/14</u> Date	<u>[Signature]</u> Tenant Signature	<u>11/11/14</u> Date
<u>[Signature]</u> Tenant Signature	<u>7 Nov. 14</u> Date	<u>[Signature]</u> Tenant Signature	<u>11/11/14</u> Date	<u>[Signature]</u> Tenant Signature	<u>11/12/14</u> Date
<u>[Signature]</u> Tenant Signature	<u>11/10/14</u> Date	<u>[Signature]</u> Tenant Signature	<u>11/12/14</u> Date	<u>[Signature]</u> Tenant Signature	<u>11/12/14</u> Date
<u>Mary Wright</u> Owner/Property Manager/Agent					

PET ADDENDUM

NOW COMES Bissonette Properties, Landlord, and _____

_____, Tenant(s), who on _____

executed a lease for the following premises: _____. Notwithstanding anything to

the contrary in the above-referred to Lease, that Lease shall be amended as follows:

Tenant shall keep NO animals on the premises except as follows:

Type: _____

Name of animal: _____

Age of animal: _____

As a condition of Landlord permitting an animal on the premises, the Tenant(s) agrees as follows:

1. The animal shall not disturb the quiet enjoyment of other residents.
2. Any animal waste will be promptly and sanitarly disposed of by the Tenant(s).
3. It is expressly understood that the animal shall always be accompanied by the Tenant(s), responsible designee, when the animal is outside of the apartment and in the common areas. The Tenant(s) shall always have physical control of the animal when it is outside of the apartment and in the common areas.
4. Tenant(s) shall provide Landlord with a certificate from a licensed veterinarian indicating that the animal is healthy and has received all required vaccinations.
5. Tenant(s) shall indemnify and hold the Landlord harmless from any costs, claims, damages, expenses, or attorney's fees arising directly or indirectly, including consequential damages as a result of any animals being on the leased premises or common areas.
6. Tenant(s) agrees not to permit pet to damage the apartment including but not limited to scratching at doors, urinating and defecating on carpeting or flooring. Tenant agrees to take full responsibility for any damages to the property caused by pet. Upon vacating the apartment, all physical evidence of the pet shall be removed, the apartment fully cleaned, deodorized, rugs shampooed, and fleas or other pet-related bugs exterminated at Tenant's expense.
7. Violation of any of the above conditions shall be grounds for termination of the lease. Tenant(s) can avoid termination of the lease by removal of the animal from the premises otherwise comply with section 6 above.

Signed this _____ day of _____, _____.

E. G. M. 11/7/14 [Signature] 11/25/14
Tenant Signature Date Tenant Signature Date

[Signature] _____ [Signature] _____
Tenant Signature Date Tenant Signature Date

[Signature] _____ [Signature] _____
Tenant Signature Date Tenant Signature Date

[Signature]
Owner/Property Manager/Agent

*tenants initials _____

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LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this day by and between BPJS (Owner)
the following person(s) (tenants):

Alessandra Sepulveda-Scanlon Mae Sullivan Grace Hubbard
Rachael Measer Hannah Morrison Lindsay Young
Sara "Anne" Deloach Raya Foldi

***No other person(s) may reside in this unit without prior written approval by the Owner, failure to re
permission is grounds for termination of tenancy.

The contract unit is located at 21 Peru St, Apt 1, City Burlington
State VT, Zip 05401. The total rent is contracted for the term of 360 days
total amount of rent for the initial term is \$ 60,000 payable in equal installments
\$ 5,000.00 and will be paid via ACH debit (ACH sheet attached to lease) on the first of each month
beginning June 1, 2016. The tenant shall pay \$ 0 per month as pet rent for
described in attached Lease Addendum. Failure to pay pet rent shall be considered a nonpayment of rent.
The tenant has deposited \$ 5,040.00 with the Owner as a security deposit. The amount of rent
Owner is subject to change during the lease term in accordance with this lease. In Burlington, Owner
send a written notice of rent increase to the Tenant with a minimum of 90 days notice (3 full rental periods)
prior to the effective date of the rent increase either prior to the expiration of the term of the lease.
other locations, Owner must give Tenant a minimum of 60 days notice (2 full rental periods) of an
increase.

* tenants initials CS HM SD RM RF GH MS LY

1. TERM OF LEASE:

The initial term of lease begins on June 1, 2016. The initial term of lease ends on
May 25, 2017. Following the initial term, the lease will be renewed automatically on a
yearly basis unless terminated pursuant to Section 5 or Section 6 of this Lease Agreement. Tenants will
until September 1, 2016 to renew their lease for the following year. Owner shall inform Tenant
of any changes in rent for the following year prior to the above date.

* tenants initials CS HM SD RM RF GH MS LY

2. UTILITIES & APPLIANCES:

The Owner shall provide for or pay for the utilities and appliances as indicated below by "O" with no
additional charge to Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated
by "T".

ITEM	PROVIDED BY	PAID BY	ITEM	PROVIDED BY	PAID BY
HEATING	NATURAL GAS	<u>T</u>	WATER HEATING	NATURAL GAS	<u>T</u>
	BOTTLED GAS	<u>T</u>		BOTTLED GAS	<u>T</u>
	OIL/ELECTRIC	<u>T</u>		OIL/ELECTRIC	<u>T</u>
	COAL/OTHER	<u>T</u>		COAL/OTHER	<u>T</u>
COOKING	NATURAL GAS	<u>T</u>		OTHER ELECTRIC	<u>T</u>
	BOTTLED GAS	<u>T</u>		TRASH	<u>T</u>
	OIL/ELECTRIC	<u>T</u>		REFRIDGERATOR	<u>T</u>
	COAL/OTHER	<u>T</u>		MICROWAVE	<u>T</u>
	DRIVEWAY PLOWING	<u>O</u>		WATER/SEWER	<u>T</u>
	LAWN CARE	<u>O</u>		AIR CONDITIONING	<u>T</u>
	SHOVELING	<u>T</u>			

Tenant shall not waste utilities provided by the Owner. Below lists all other responsibilities to be assumed by either party:

- ~~If you are renting an apartment: Water & sewer will be charged at a flat rate of \$12.50 per bedroom. You will be invoiced directly by Bissonette Properties quarterly.~~
- * If you are residing in a single family home: your water bill will be sent to you directly, and must be paid to The Burlington Water Department.

Washers & Dryers are X are not allowed on property.
Outdoor pools/trampolines are are not X allowed on the property.

SMOKING in the apartment is not allowed X

Smoking is NOT allowed in the apartment, the following applies to all people: Smoking is prohibited anywhere in your unit; building; including common areas; and within 50 feet of the premises. You are responsible for ensuring that your family members; roommates; guests and invitees also comply with the rules. A violation of this rule may result in termination of the tenancy and eviction.

3. **USE & OCCUPANCY OF CONTRACT UNIT:** A violation of this section may result in the termination of the tenancy and eviction.

a: The Tenant must use the contract unit for residence by persons listed on this agreement. The unit must be the Tenant's only residence. Tenant shall not assign, mortgage, pledge or encumber this Lease or the leased premises, or sub-let the whole or any part of the leased premises without Landlord's prior written consent. The Tenant must not assign the lease or transfer the unit. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of family (i.e. no home-based business of any nature may be operated out of unit)

legal profit-making is allowed is not allowed X on the property.

b: **Alterations & restrictions-** Tenant shall not make or allow to be made any alterations, improvements, or additions to the unit without prior written consent of the Owner, including without limitation, the following:

- Change or remove any part of the appliances, fixtures, mechanical systems, furnishings, equipment in the unit.
- Paint or install wallpaper or contact paper in the unit
- Attach awnings, ceiling fans, window guards, radio aerials or CB and television antenna transmitters to the unit.
- Attach any shelves, screen doors, or other permanent improvements in the unit.
- Install heaters, air conditioners or waterbeds in the unit.
- Place any aerials, antennas, satellite dishes, or other electrical connections on the unit
- Use of the roof for any purpose whatsoever, including, but not limited to, sunbathing or place any furniture on roof.

c: **Grills-** If allowed Tenant may use gas grills or barbecues on balconies or yard within **10 feet** structures. Grills are X are not allowed on the property

d: **Common areas-** The grounds, sidewalks, entrance, hall, passages, stairways and other common areas shall not be obstructed by Tenant or used by Tenant for any purpose other than those of ingress and egress of the unit. This provision applies to Tenant's household members and guests. In the event the Tenant receives a monetary fine by a municipality for the Tenant's personal possession being in the common areas in violation of a State fire code or municipal ordinance, Tenant shall be responsible to reimburse Owner said fine. Failure to reimburse Owner within 30 days of the demand for payment from Owner shall constitute a lease violation and Tenant may be subject to eviction.

e: **Insurance-** Tenant shall do nothing to increase or create extra insurance premiums or insurance risk at or around the premises. Tenant shall protect their own personal property with adequate personal property insurance. It is the intention of this Lease that the Owner shall insure the unit and the Tenant insure Tenant's own property. Owner shall not be responsible for any loss to Tenant's possession unless caused by the negligence of the Owner. The Tenant shall be responsible for Tenant's negligent or intentional conduct and the negligent or intentional conduct of the Tenant's household and guests. In the event Tenant resides in an apartment above the ground level and there is an outdoor deck or porch attached, Tenant shall not have any gatherings on this area that results in this area being overcrowded.

tenants initials CS WMS RCY RF GA MS 2 LY

DEC 12 2017

f: **Pet Policy-** Under specific guidelines of the Owner's pet policy, any damages or destruction done to the unit caused by Tenant's pet(s) are Tenant's responsibility to reimburse Owner. Failure to reimburse Owner within 30 days of the demand for payment Owner shall constitute a lease violation and Tenant may be subject to termination of tenancy. Tenant will be held accountable for replacement of any flooring if pets urinate on any portion of said flooring. Cost to replace carpeting is currently \$1,700 for a two bedroom. Tenant will be charged current market cost for replacement. Tenant must follow pet addendum on page 13 if pet(s) are permitted:

Pets are allowed _____ are not X allowed on the property

g: **Disturbances-** Tenant agrees not to allow on premises any excessive noise or other activity, which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other Tenants and other persons in building or common areas from similarly disturbing Tenant's peace and quiet. Tenant acknowledges that Tenant is responsible for all conduct, behavior and/or actions of members of Tenant's household and for all guests. Tenants in Burlington shall abide by the attached City noise ordinance.

h: **Parking-** If parking is provided, Owner's parking policy is as follows: Parking is on a first come first serve basis. The Owner does not regulate or guarantee access to the parking area. No more than one per tenant is allowed. Any cars or trucks that are unregistered will be towed at owner's expense. If parking tags are issued for your apartment, your apartment will be issued 0 of tags. These tags must be put on your vehicle's back bumper. Cars without parking tags will be towed. Tenant shall not repair, wash, change oil or otherwise maintain any vehicles, boats or other recreational vehicles on the property.

Parking is X is not _____ provided.

i: **Guest policy-** Tenant shall be allowed to have guests/visitors stay overnight for up to 14 days one year period and it does not matter if these 14 days run consecutive or not.

j: **Soliciting-** No soliciting allowed on the property by the Tenant, members of the household or guests.

k: **Inspection-** Before taking occupancy, Tenant and Owner (or Owner's Agent) shall inspect the unit and will sign a completed apartment inspection check list. Tenant's signing of the inspection check list upon completion will be deemed conclusive evidence of the delivery of the apartment in the condition represented by the inspection check list. Upon termination of the occupancy by the Tenant, this same inspection will be completed again by the Tenant and Owner (or Owner's Agent) and will be used, if necessary, to determine responsibility for any damages, cleaning, or repair expenses to the unit. Failure of the Tenant to schedule or attend the inspection shall not be deemed a waiver of this clause.

l. **Weapons-** Tenant shall not display or in any way threaten, intimidate or harass any resident, guest or agent of the Owner or Owner's Agent with any weapon of any kind or any instrument that could be deemed or perceived to be a weapon, including, but not limited to, firearms, rifles, shotguns, bb guns, paintball guns, knives, machetes and the like in or on the common areas of the property. Tenant shall not discharge any type of firearm on the property including Tenant's unit.

m. **Tampering with Property-** Tenant shall not tamper with or in any way disable smoke and/or carbon monoxide detectors in the unit or on the property. This is grounds for termination of lease and eviction. Further, if a fine is imposed by the local municipality or by the State, Tenant shall be responsible to pay said fine if the fine resulted from the Tenant's actions. If Owner is required to pay the fine, the Tenant shall reimburse Owner within 30 days upon demand or this, too, may be grounds for termination of tenancy and tenant agrees any unpaid assessed fine may be deducted from the security deposit.

4. **MAINTENANCE & UTILITIES: OWNER & TENANT RESPONSIBILITY:**

a: The Owner or Owner's Agent may enter the dwelling unit only for the following purposes:
(a) to inspect unit, (b) to make necessary repairs, alterations or improvements/supply agreed services, and
(c) to exhibit the unit to prospective purchasers, mortgagees, tenants and workers. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. Owner shall, except in an emergency, give the Tenant 48 Hour notice of Owner's intent to enter, and may then enter only at a reasonable time. If an emergency occurs, the Owner may enter the unit without consent or notice.

b: The Owner is not responsible for damages beyond normal wear and tear caused by the carelessness, misuse, neglect or intentional act of Tenant or any member of the Tenant's household or guest(s). The Tenant is responsible to reimburse Owner for these costs within 30 days of demand for

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payment. Failure to do so may result in grounds for termination of tenancy.

c: The Tenant must maintain all utilities. Failure to do so may be grounds for termination of tenancy. Tenant must pay for any utilities and provide any appliances that the owner is not required to pay for or provide under the lease. Failure to do so may be grounds for termination of tenancy.

d: Tenant's Obligation-

Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts of or neglect by Tenant or others occupying with Tenant's permission, Tenant, upon prior agreement with Owner, may repair such damages at Tenant's own expense. If (a) Tenant fails to make agreed upon repairs, or, (b) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred. Owner shall be entitled to charge Tenant for all costs to repair damage caused by Tenant, members of Tenant's household and Tenant's guests. Tenant's failure to reimburse Owner for said repairs upon 30 days demand may be grounds for termination of tenancy. If the Tenant renders unit uninhabitable, Tenant shall be responsible to pay for the rent during the time the unit is damaged.

e: **Late Fees/Return Check Fees-** The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease. Late charges shall be in the amount of **\$50.00 per delinquent payment**. Said late charges will be in addition to the usual monthly rental and will apply if rent is unpaid by the **5th** day of each month. There will be a returned check fee of **\$50.00**

f: **Locks-** Tenant agrees not to install additional or different/alternate locks, gates, deadbolts, latches (etc.) on any doors or windows of the dwelling unit without the advance written consent of the Owner. If Owner so consents, the Tenant will provide the Owner with a key for any and all new lock(s). When this lease agreement terminates, the Tenant will return all keys for the unit back to the Owner. There will be a charge for lost or unreturned keys. The charge for keys are **\$10.00** per key. If the locks need to be changed, the cost is **\$50.00** per lock set.

5. TERMINATION OF TENANCY BY TENANT

The tenant may terminate the tenancy by;

1. During the term of the lease, regardless of the amount of written notice given, Tenant will be accountable for rent until either the end of the lease term or the Owner has rented said unit. Tenant will be responsible for charges in paragraph 18.

2. Providing the landlord with notice of intent to vacate at least three (3) rental periods prior to the expiration of the lease term; or

3. The Owner and the Tenant mutually agree to terminate the lease.

6. TERMINATION OF TENANCY BY OWNER:

a: Grounds-

I. During the term of the lease or any extension thereof, the Owner may terminate the tenancy on the following grounds upon at least 30 days written notice, except for non payment of rent which shall be upon at least 14 days written notice:

1. Serious or repeated violations of the terms and conditions of the lease;

2. Violation of Federal, State or local Law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises;

3. Criminal activity (as provided in paragraph b);

4. Non payment of rent or repeated failure to pay rent in a timely manner;

5. Any misrepresentation or false statement of information on Tenant's application regardless of whether intentional or negligent;

6. Interfering with the management of the property;

7. Causing an undue financial burden on the property;

8. Other good cause (as provided in paragraph c).

II. The requirement to terminate tenancy for such grounds;

1. Applies during the term of lease, including the initial term and any extension term; and

2. Does not apply if the Owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.

tenants initials CS (M/S) PM RFG H MS 4 LY

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b: Criminal activity-

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy.

I. Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residences (*including conduct/actions against or harassment of the Owner and/or property management staff and/or any agents/contractors/vendors of the Owner*);

II. Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

III. Any violent criminal activity on or off the premises;

IV. Any drug related criminal activity on or off the premises;

V. Any other activity which impairs the physical or social environment of the premises.

VI. Illegal use or possession of a controlled substance; or

VII. Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;

VIII. Interference with management of the property

IV. Criminal Activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control shall not be cause for eviction for the Tenant or immediate family member of the Tenant's household who is a victim of domestic violence, dating violence, sexual assault or stalking and as a result Tenant victim could not control or prevent the criminal activity. This exception for victims of domestic violence does not apply to the eviction of a family member who is the perpetrator of the domestic violence or if there is an actual or imminent threat to other residents, the larger community, Owner/Owner's agents or persons providing service to the property if the Tenant is not evicted.

The Owner may terminate the tenancy for criminal activity in accordance with this section if the Owner determines that the household member/guest has committed the criminal activity, regardless of whether the household member/guest has been arrested or convicted for such activity. In addition, the Owner may terminate the tenancy if any member of the household is:

1. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or

2. Violating a condition of probation or parole under Federal or State Law.

c. Other good cause for termination of tenancy-

I. During the first year of the initial lease term or anytime during the tenancy, other good cause for termination of tenancy must be something the Tenants did or failed to do.

II. During the initial term of lease or during and extension term, other good cause includes, but is not limited to:

a. Disturbance of neighbors,

b. Destruction of property,

c. Failure to maintain utilities or wasting utilities provided by the Owner,

d. Failure to pay Owner for damages caused by Tenants.

e. Allowing persons not named on the lease to reside in the unit without Owner's prior written consent, or

f. Living or housekeeping habits that cause damage or present safety concerns to the Tenant or other residents or the unit or premises or that may otherwise result in minimum housing violations.

g. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will *not* be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for terminating a lease held by the victim from such violence.

h. Violations of paragraph 3 of this lease.

d. Eviction by court action-

The Owner may only evict the Tenant from the contract unit by instituting a court action.

tenants initials

CS WMA J RMY GH RF NAS LY

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DEPARTMENT OF
PLANNING & ZONING

7. Intentionally left blank.

8. **SECURITY DEPOSIT:**

a. The Owner may collect a security deposit from the Tenant equal to the initial month's rent. Owner has collected \$ 5040.00 from the Tenant to be applied towards Tenant's security deposit.

b. When the Tenant moves out of the contract unit, the Owner, subject to State and local Law, may use the security deposit, including any interest on the deposit (if applicable), in accordance with the Lease as reimbursement for any unpaid Tenant rent, unpaid utilities, damages to the unit beyond normal wear and tear, unreturned keys, late fees, returned check fees, expenses to remove rubbish or store articles abandoned by Tenant or other amounts that the Tenant owes under the Lease.

c. The Owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant within fourteen (14) days from the date on which the Tenant is known or is reasonably believed to have vacated or abandoned the unit.

d. If the security deposit is not sufficient to cover the amounts the Tenant owes under the lease, the owner may collect the balance from the Tenant.

e. In the event Tenant violates the terms of the lease and it is necessary for the Owner to terminate the tenancy, including early termination by Tenant, the deposit may be retained pursuant to paragraph 5 and paragraph 18.

f. If more than one person is named the Tenant, such persons agree that they will work out the details of dividing any security refund among themselves. The Owner may pay a security deposit refund to any one adult person named as the Tenant. Owner shall not and is not obligated to return a security deposit or any portion thereof until the last named Tenant on the lease has vacated the unit.

g. The security deposit shall not be used for the last month's rent.
Security deposit should be returned to: (Name one individual adult tenant)

Cassandra Sepulveda-Scanlon

*** This person will also be listed on your Landlord Certificate for taxes.

9. **MANDATORY RECYCLING:**

In jurisdictions, for example, Burlington, where recycling is mandatory, Tenant shall comply with the applicable ordinances and regulations on mandatory recycling. Tenant shall sort and separate recyclable materials from all other solid waste and place recyclables in proper recycling containers provided. If the local jurisdiction finds the Tenant has violated any provisions of the recycling laws, Tenant shall pay all costs, expenses, fines, penalties or other damages imposed upon the Owner or Tenant by reason of Tenant's failure to comply with the law. Tenant agrees to indemnify the Owner accordingly.

10. **PROHIBITION OF DISCRIMINATION:**

In accordance with the applicable equal opportunities statutes, executive orders, and regulations, the Owner does not discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, age, familial status, disability, gender identity or gender-related characteristics or because a person intends to occupy the unit with one or more minor children, or because a person is a recipient of public assistance in connection with the lease.

11. **WRITTEN NOTICES:**

When this lease requires any notice by the Tenant or Owner, the notice must be in writing and delivered either personally or by first class mail.

Notice to the Owner shall be sent to: Bissonette Properties, 100 North Street, Burlington VT 05401

Notice to the Tenant shall be sent to: _____

12. **LEAD-BASED PAINT DISCLOSURE:**

Housing built before 1978 may contain lead based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of lead based paint hazards in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention.

tenants initials CS RM RF GR MS 6 W

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(X) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards are applicable and is attached to this lease.

() Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards are NOT applicable and is attached to this lease.

13. JOINT & SEVERAL LIABILITY:

If more than one person is named as the Tenant herein, the obligations and liabilities of such persons hereunder shall be joint and several.

14. SEVERABILITY:

If any provisions of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. WAIVER:

No failure or delay by Owner to enforce any term of this lease shall be deemed a waiver. The acceptance of rental payments or partial rental payments shall not waive Owner's right to enforce any term of this lease including but not limited to, the Owner's right to pursue its remedies for non-payment of rent.

16. ATTORNEY'S FEES:

If the Tenant acts in violation of this lease or it is necessary for the landlord to defend against tenant claim, the Owner shall be entitled to collect reasonable attorney's fees and other costs and expenses from the Tenant. Nonpayment of attorney's fees may be considered a breach of this lease agreement.

17. DELIVERY OF POSSESSION:

The Owner's obligation to deliver possession of the unit is contingent upon the current occupant of the unit vacating the unit and removing all personal property from the unit. The parties acknowledge that failure of the current occupant of the unit to deliver possession shall cancel this Lease, and all deposit monies and paid rent shall be returned to Tenant.

18. SURRENDER OF UNIT; BREAKING LEASE:

If the Tenant vacates the unit prior to the expiration of the term (i.e. breaks the lease), Tenant shall be liable to pay Owner of all reasonable costs incurred by Owner in turning over the unit (cleaning the unit, carpeting etc.), advertising costs incurred by Owner to re-let the unit and for any rent lost until such time as a new tenant is found for the unit. Tenant's security deposit shall be made available to cover part or all of these consequential damages that may be incurred by the Owner because of Tenant's breach of lease.

19. DAMAGES TO UNIT/HABITABILITY:

This lease may, at the Owner's discretion, terminate immediately should the lease premises become so damaged by fire or other casualty, so as to be uninhabitable for any period of time. Termination by the Owner in no way limits the right of the Owner to repair the property and make the unit available to future rental.

20. OTHER TERMS & CONDITIONS:

a. In Burlington, Tenants shall abide by the Burlington noise ordinance. A copy of the ordinance is attached to this lease agreement.

b. Smoke detector/carbon monoxide detector/fire extinguisher release. I, the undersigned acknowledge that upon move-in I will personally check the Smoke detector/carbon monoxide detector/fire extinguisher in the unit that we are renting to find them to be in good working order. The Law requires Owner to provide working Smoke detector/carbon monoxide detector/fire extinguisher in the unit. I/we agree that the smoke detectors and carbon monoxide detectors are installed in the ceilings or walls in order to alert me as to the presence of smoke or carbon monoxide in order to help save my life in case of fire or a carbon monoxide leak. I also agree that by removing the Smoke detector/carbon monoxide detector/fire extinguisher or disabling them in any manner is putting my life at great risk in case of fire, or carbon monoxide leak and by doing so I am absolving the Owner or Owner's Agent from any responsibility for losses due to my noncompliance with the Law or malfunction of the alarms. I also know I am in direct violation of this Lease agreement.

It is understood that the Owner shall be responsible for servicing or maintaining the Smoke detector/carbon monoxide detector/fire extinguisher in the said unit. Tenant must provide the Owner with timely notification of Smoke detector/carbon monoxide detector/fire extinguisher malfunctions in order for the device to be repaired or replaced as soon as possible.

c. Renters Insurance. I understand that I must obtain "Renter's Insurance" to cover any losses to personal property of this said unit. The Owner's insurance does not cover my personal belongings.

(tenant initials)

CS HM SD RM RF G/MNS ALY 12 2017

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the use and possession of the premises described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and the said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Cassandra Sepulveda Scarlon	<i>Cassandra Sepulveda Scarlon</i>	Phone:	Cell Carrier:	Email:
Hannah Morrison	<i>Hannah Morrison</i>	Phone:	Cell Carrier:	Email:
Sara Delcacho	<i>Sara Delcacho</i>	Phone:	Cell Carrier:	Email:
Rachael Meeker	<i>Rachael Meeker</i>	Phone:	Cell Carrier:	Email:
Raya Foldi	<i>Raya Foldi</i>	Phone:	Cell Carrier:	Email:
Grace Hubbard	<i>Grace Hubbard</i>	Phone:	Cell Carrier:	Email:
MAE SULLIVAN	<i>MAE SULLIVAN</i>	Phone:	Cell Carrier:	Email:

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

Sharon Meeker	<i>Sharon Meeker</i>	Phone:	Email:	Tenant Name
Stere Delcacho	<i>Stere Delcacho</i>	Phone:	Email:	Tenant Name
Michele Morrison	<i>Michele Morrison</i>	Phone:	Email:	Tenant Name
Ken Scarlon	<i>Ken Scarlon</i>	Phone:	Email:	Tenant Name
Peter Foldi	<i>Peter Foldi</i>	Phone:	Email:	Tenant Name
Allen Hubbard	<i>Allen Hubbard</i>	Phone:	Email:	Tenant Name
ADRIANNE SULLIVAN	<i>ADRIANNE SULLIVAN</i>	Phone:	Email:	Tenant Name
Antonia Bonnette	<i>Antonia Bonnette</i>	Phone:	Email:	Tenant Name

Owner/Property Manager/Agent

Date: 11.5.15

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SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

<u>Lindsay Young</u>	<u>Lindsay Young</u>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

<u>Roxanne Young</u>	<u>Roxanne Young</u>	Phone: _____	Email: _____	Line _____
Printed Name:	Signature:	Phone:	Email:	Tenant
Printed Name:	Signature:	Phone:	Email:	Tenant
Printed Name:	Signature:	Phone:	Email:	Tenant
Printed Name:	Signature:	Phone:	Email:	Tenant
Printed Name:	Signature:	Phone:	Email:	Tenant
Printed Name:	Signature:	Phone:	Email:	Tenant

Owner/Property Manager/Agent _____

Date: _____

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SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the premises described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and the said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

✓ Cassandra Sepulveda Scarlon	<i>Cassandra Sepulveda Scarlon</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			
✓ Hannah Morrison	<i>Hannah Morrison</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			
✓ Sara Delcach	<i>Sara Delcach</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			
✓ Rachael Mealer	<i>Rachael Mealer</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			
✓ Raya Foldi	<i>Raya Foldi</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			
✓ Grace Hubbard	<i>Grace Hubbard</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			
MAE SULLIVAN	<i>Mae Sullivan</i>	Phone:	Cell Carrier:	Email:
Printed Name:	Signature:			

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

✓ Sharon Mealer	<i>Sharon Mealer</i>	Phone:	Email:	<i>Rachael Mealer</i>
Printed Name:	Signature:			Tenant Name:
✓ Steve Delcach	<i>Steve Delcach</i>	Phone:	Email:	<i>Hannah Morrison</i>
Printed Name:	Signature:			Tenant Name:
✓ Michele Morrison	<i>Michele Morrison</i>	Phone:	Email:	<i>Cassandra Sepulveda Scarlon</i>
Printed Name:	Signature:			Tenant Name:
✓ Ken Scarlon	<i>Ken Scarlon</i>	Phone:	Email:	<i>Raya Foldi</i>
Printed Name:	Signature:			Tenant Name:
Peter Foldi	<i>Peter Foldi</i>	Phone:	Email:	<i>Grace Hubbard</i>
Printed Name:	Signature:			Tenant Name:
Allen Hubbard	<i>Allen Hubbard</i>	Phone:	Email:	<i>MAE SULLIVAN</i>
Printed Name:	Signature:			Tenant Name:
MAE SULLIVAN	<i>Mae Sullivan</i>	Phone:	Email:	<i>MAE SULLIVAN</i>
Printed Name:	Signature:			Tenant Name:
<i>Antonia Bonnette</i>				
Owner/Property Manager/Agent				

Date: 11.5.15

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and the said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Printed Name: Signature:

Phone:

Email:

Printed Name: Signature:

Phone:

Email:

Printed Name: Signature:

Phone:

Email:

Printed Name: Signature:

Phone:

Email:

Printed Name: Signature:

Phone:

Email:

Printed Name: Signature:

Phone:

Email:

Printed Name: Signature:

Phone:

Email:

CO-SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

Printed Name: Signature:

Phone:

Email:

Printed Name: Signature:

Phone:

Email:

Printed Name: Signature:

Phone:

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Printed Name: Signature:

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Printed Name: Signature:

Phone:

Email:

Printed Name: Signature:

Phone:

Email:

Printed Name: Signature:

Phone:

Email:

Owner/Property Manager/Agent

Date:

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and that said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

✓ Cassandra Sepulveda-Santos	Signature: <i>Cassandra Sepulveda-Santos</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
✓ Hannah Morrison	Signature: <i>Hannah Morrison</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
✓ Sara Deloach	Signature: <i>Sara Deloach</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
✓ Rachael Meeker	Signature: <i>Rachael Meeker</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
✓ Raya Foldi	Signature: <i>Raya Foldi</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
✓ Grace Hubbard	Signature: <i>Grace Hubbard</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:
MAE SULLIVAN	Signature: <i>MAE SULLIVAN</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:	Phone:	Cell Carrier:	Email:

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

✓ Sharon Meeker	Signature: <i>Sharon Meeker</i>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
✓ Steve Deloach	Signature: <i>Steve Deloach</i>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
✓ Michele Morrison	Signature: <i>Michele Morrison</i>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
✓ Ken Scanlon	Signature: <i>Ken Scanlon</i>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Peter Foldi	Signature: <i>Peter Foldi</i>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Allen Hubbard	Signature: <i>Allen Hubbard</i>	Phone: _____	Email: _____	Tenant Name: <i>Grace</i>
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
MAE SULLIVAN	Signature: <i>MAE SULLIVAN</i>	Phone: _____	Email: _____	Tenant Name: <i>MAE</i>
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Antonia Bonnette	Signature: <i>Antonia Bonnette</i>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:	Phone:	Email:	Tenant Name:

Owner/Property Manager/Agent

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Printed Name: <u>Lindsay Young</u>	Signature: <u>Lindsay Young</u>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name: _____	Signature: _____	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name: _____	Signature: _____	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name: _____	Signature: _____	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name: _____	Signature: _____	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name: _____	Signature: _____	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name: _____	Signature: _____	Phone: _____	Cell Carrier: _____	Email: _____

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from the Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

Printed Name: <u>Roxanne Young</u>	Signature: <u>Roxanne Young</u>	Phone: _____	Email: _____	Tenant Name: <u>Lindsay Young</u>
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Tenant Name: _____
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Tenant Name: _____
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Tenant Name: _____
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Tenant Name: _____
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Tenant Name: _____
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Tenant Name: _____

Owner/Property Manager/Agent _____

Date: _____

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DEPARTMENT

ATTN: KRISTINA / BISSONETTE PROPERTIES
802-864-4447

FOR: 21 PERU STREET
BURLINGTON, VT.

FROM: STEVE DELOACH FOR SARA DELOACH

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliances with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

Printed Name: <u>Steve Deloach</u>	Signature: <u>[Signature]</u>	Phone: _____	Email: _____	Tenant Name: <u>Lindsay</u>
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Tenant Name: <u>Sara Deloach</u>
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Tenant Name: _____
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Tenant Name: _____
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Tenant Name: _____
Printed Name: _____	Signature: _____	Phone: _____	Email: _____	Tenant Name: _____

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DEPARTMENT OF
PLANNING & ZONING

21 Keni Street

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and that said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Cassandra Sepulveda-Sayon	<i>Cassandra Sepulveda-Sayon</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:			
Hannah Morrison	<i>Hannah Morrison</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:			
Sara Delcath	<i>Sara Delcath</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:			
Rachael Meeker	<i>Rachael Meeker</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:			
Raya Foldi	<i>Raya Foldi</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:			
Grace Hubbard	<i>Grace Hubbard</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:			
MAE SULLIVAN	<i>Mae Sullivan</i>	Phone: _____	Cell Carrier: _____	Email: _____
Printed Name:	Signature:			

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you Lessee, This Lease is a **JOINT & SEVERAL OBLIGATION**.

Sharon Meeker	<i>Sharon Meeker</i>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:			
Stere Delcath	<i>Stere Delcath</i>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:			
Michele Morrison	<i>Michele Morrison</i>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:			
Ken Scallan	<i>Ken Scallan</i>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:			
Peter Foldi	<i>Peter Foldi</i>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:			
Allen Hubbard	<i>Allen Hubbard</i>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:			
ADRIANNE SULLIVAN	<i>Adrienne Sullivan</i>	Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:			
<i>Antonia Kyonette</i>				
Owner/Property Manager/Agent				

Date: 11.5.15

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DEPARTMENT
PLANNING

ADDENDUM TO LEASE

REGISTRATION FEES: Tenant is responsible for the payment of Burlington Rental Unit Registration Fee. This fee is **\$100.00** per apartment, or the prevailing rate as mandated by the city of Burlington, whichever is lower. The fee is paid annually in March. Tenants will be billed the fee by Bissonette Properties and will pay your Landlord back upon receipt of this bill.

CERTIFIED MAIL: Tenants are responsible for paying any certified mail charges of \$3.94 per mailed item.

TRASH REMOVAL: Bissonette Properties is NOT responsible for extra trash. This includes furniture, TVs, computers, electronics, appliances, mattresses, (etc.). If Bissonette Properties is charged for any additional fees, you will be held responsible for all charges incurred. If we are charged by the City of Burlington, Code Enforcement and a fine is incurred for these items left on our property, this fine will be your responsibility. We will deduct this amount from your damage deposit if you haven't paid in full prior to your vacating the apartment.

PARKING: In most cases each tenant is allowed one parking space per apartment unless specified in the lease (see paragraph 3 of the lease agreement). All vehicles must be registered, inspected and operable. Upon moving in you will be issued a parking tag, you must place this tag clearly visibly on your vehicle. Any vehicles that do not have a tag or meet these requirements will be towed. Bissonette Properties is **NOT** responsible for a vehicle being towed, storage or damage to any vehicle towed. **PLEASE DO NOT PARK IN FRONT OF DUMPSTERS AT ANY TIME.**

GRILLS: You must keep any grills off your deck or porch at least 10 feet away from building. **THIS IS A FIRE HAZARD.**

PLUMBING: If a plumber is required to unclog a toilet, sink or bathtub due to tenant negligence (including but not limited to: toys, razors, feminine hygiene products, diapers, food, etc.). Tenant is responsible for all costs incurred for these repairs & labor.

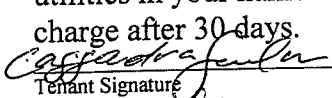
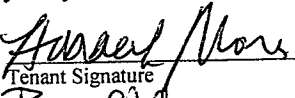
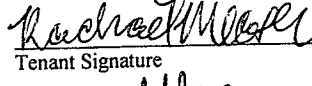
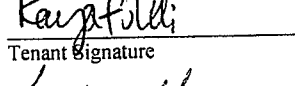
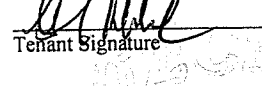
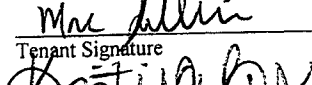
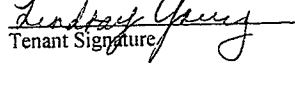
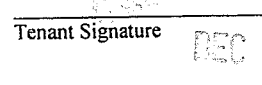
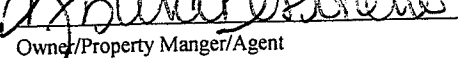
SMOKE DETECTORS: Smoke detectors must be operable at all times in your apartment. **DO NOT** take the batteries out or disconnect the detectors from the base. If you disengage the units, you will be in direct violation of the City of Burlington's Code Enforcement Law and **YOU** will be fined if they find the detectors not in operation.

LOCK OUTS: If you are locked out of your apartment during regular business hours (8:30am-5:00pm) call for a maintenance service that will unlock your doors. You will be charged for replacement keys if necessary. However, if you are locked out after 5:00pm, you will be charged \$50.00 to have the on-call maintenance service let you in.

PETS: Keeping pets *without permission* from Bissonette Properties will result in immediate removal of the pet and termination of your tenancy. Pets require a Pet Addendum.

PEST CONTROL: If you have a pest problem in your apartment Bissonette Properties will have an exterminator rid your apartment of the infestation. **YOU** are responsible for the cost to eradicate the pest. In the case of bedbug infestation we utilize a high heat process (most effective). The minimum charge to eradicate a bedbug infestation is \$1,200.00. Upon inspection of pests Bissonette Properties will immediately resolve the infestation at your expense. You can help prevent infestation by not purchasing used furniture or bedding from unknown sources for use in the apartment. If you are bringing in used items you need to check them thoroughly before move in.

UTILITIES: Upon signature of Lease it is tenant's responsibility to call and have all utilities switched in your name. If you do not have the utilities switched over, there will be a 10 day shut off until the utilities are in your name. Bissonette Properties will charge you for all utility bills that have not been paid. You must keep up on the utilities in your name until the last day of your lease term. Delinquent utilities are subject to a 1% interest charge after 30 days.

	11/9/15		11/9/15		11/9/15
Tenant Signature	Date	Tenant Signature	Date	Tenant Signature	Date
	11/9/15		12/1/15		12/1/15
Tenant Signature	Date	Tenant Signature	Date	Tenant Signature	Date
	12/1/15		12/1/15		12/1/15
Tenant Signature	Date	Tenant Signature	Date	Tenant Signature	Date
					
Owner/Property Manager/Agent					

DEC 12 2017

Disclosure of Information on Lead-Based Paint/ Lead-Based Paint Hazard

Lead Warning Statement

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips and dust can pose hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owner must disclose the presence of known lead based paint or hazard dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

a. Presents of lead based paint and/or lead based paint (check which applies)

 X Known lead based paint and/or lead based paint hazards are present in the housing:
ALL BUILDINGS WHICH PRE-DATE 1978 HAVE KNOWN LEAD PAINT, EMP INSPECTIONS, DONE ANNUALLY BY BISSONETTE PROPERTIES AND ARE UP TO DATE AND CODE.

 Owner has no knowledge of lead based paint or hazards in the housing. Records and reports are available to the Tenant.

 Owner has provided the Tenant with all available records and reports pertaining to lead based paint hazards in the housing. Listed documents:

 Owner has no reports or records pertaining to lead based paint and hazards in the housing.

Tenants Acknowledgement:

 Tenant has received copies of all information listed above

 Tenant has received the pamphlet "Protect your Family from Lead in Your Home"

Agents Acknowledgement:

 Agent has informed Tenant of the Tenant's obligation under 42 U.S.C 4852 (d) and is aware of responsibility to ensure compliance.

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, information they have provided is true and accurate.

Casandra Fuller 11/9/15
Tenant Signature Date

Rachael May 11/9/15
Tenant Signature Date

Mrs. Mullin 12/1/15
Tenant Signature Date

Christina Bissnette
Owner/Property Manager/Agent

Harriet Mon 11/9/15
Tenant Signature Date

Rachael May 12/1/15
Tenant Signature Date

Lindsey Young 12/1/15
Tenant Signature Date

[Signature] 12/1/15
Tenant Signature Date

[Signature] 12/1/15
Tenant Signature Date

[Signature] 12/1/15
Tenant Signature Date

SECURITY DEPOSIT AGREEMENT

VERY IMPORTANT, you MUST have all your rent paid IN FULL (the last month of your vacancy) before your last month of vacancy. You may NOT use your security deposit as your last month's rent. Any rent received after the 5th will result in a \$50.00 late fee. This will also delay the return of your security deposit. Tenant and Owner agree that the following may be deducted from the security deposit;

1. **UTILITIES:** All utilities must remain in your name until your move out date. Do not shut off or transfer into any other person's name until you have vacated the apartment. Please be sure you have your water bill paid in full before you leave. If you have a balance left on any of your utilities that will be deducted from your security deposit.

2. **FURNITURE:** Please remove all your belongings, including furniture and electronics out of the apartment. You may not throw any of these unwanted items in the trash or leave them in the front of the building. These are additional fees and you **will** be held accountable for these costs.

3. **VACATING:** You are required to leave the apartment on 5/25/17 no later than 11:00 am.

4. **CLEANING:** Once you have vacated your apartment, we ask that it be left in the same condition when you first moved in. We are understanding of normal wear and tear, however any excessive cleaning or damages to the apartment will be deducted from your security deposit. The apartment must be cleaned before you have turned in your keys. The following may be additional cleaning deductions:

a. Clean all appliances inside & out- including refrigerator, stove, microwave, dishwasher, & dryers. Please pull out large appliances and clean behind and underneath. Please note: DO NOT use cleaning products on a SELF CLEANING OVEN.

b. Wash baseboards, trim, walls and doors, including exterior doors. Also clean windows, window sills, window blinds, light fixtures, light switches, vents, and air covers/fans.

c. Clean toilets, base of toilet, tub, shower, sinks, faucets, counters, backsplash, soap dispenser, vanity, mirrors and floors.

d. Wipe out all cabinets, drawers, closets and shelving units.

e. Check smoke detectors, and clean out vents.

f. Dispose of all trash and boxes. Everything must be out of the unit, sweep porch, front entrance and clean out garage and/or storage space.

g. Please mop and clean all flooring, have carpets shampooed and vacuumed. If Tenants fail to arrange for carpet cleaning, Owner will have a contract for service and deduct the expense from your deposit.

h. Repair any holes in the walls including nail holes from pictures etc.

i. Clean up front and back yard. Including any trash or furniture.

*If prior to moving out you do not clean the items listed below and/or leave the unit in a satisfactory working order, the following charges will be deducted from your security deposit or owed to Bissonette Property Management. If your security deposit is insufficient to cover the charges. You will be charged the listed amount for each instance in which a listed item needs to be cleaned or repaired. The prices given for the items listed below are average prices only. If we incur a higher cost for cleaning or repairs you will be responsible for paying the higher cost. Please note: this is not an all-inclusive list; you can be charged for cleaning or repairs other than what is listed below.

<u>kitchen cleaning:</u>		<u>bath cleaning:</u>		<u>misc. cleaning/repairs:</u>		<u>living areas (br/lvrn/comm)</u>	
oven / stove top	\$60	tub/shower	\$75	carpets	\$100	shampoo carpets	\$75
microwave (if provided)	\$25	sink & fans (each)	\$25	patch/paint	\$75	windows (each)	\$10
refrigerator / freezer	\$40	vanity/mirrors	\$20	trash(in apt.)	\$60	baseboards(per room)	\$25
cabinets / counter tops	\$75	washer/dryer	\$15	repainting	\$100 minimum	wash walls (per room)	\$40
vacuum / sweep / mop (per rm)	\$20	doors/windows	\$25	basement/stairs	\$50	smoke detectors	\$75
grease filters / drip pans	\$35	cabinets/counter	\$40	trash (greenbelt)	\$50 per item	yard clean up	\$150
dishwasher	\$15	toilets/base	\$35	cleaning rate	\$40 per hr.		

Cagador Julia 11/9/15
Tenant Signature Date

Rachael Monte 11/9/15
Tenant Signature Date

Antonia Bissonette
Owner/Property Manager/Agent

Harriet Brown 11/9/15
Tenant Signature Date

Raya Foldi 12/1/15
Tenant Signature Date

[Signature] 11/9/15
Tenant Signature Date

[Signature] 12/1/15
Tenant Signature Date

If occupancy is less than one year, the walls must be spackled and paint touched up if marked up. If Bissonette Properties needs to do this, there is a labor charge of \$40 per hour.

* **Replacement Charges:** If any of these items are missing or damaged to the point that must be replaced you move out, you will be charged for the current cost of the items, plus labor/service charges. The prices given for the items listed below are average prices only. If we incur a higher cost for cleaning or repairs we will be responsible for paying the higher cost. Please note: this is not an all-inclusive list; you can be charged for cleaning or repairs other than what is listed below.

glass doors	\$150	fire extinguisher	\$55
window screens	\$45	bath mirrors	\$95
windows	\$150	doors	\$135
light fixtures	\$50	refrigerator shelves	\$30
counter tops	\$250	oven racks	\$30
broiler/oven pans	\$30	smoke detectors	\$75 ea.
blinds	\$40 each	tile/laminate floor	\$100+ (actual cost upon inspection)
combo lock replacement	\$180	unreturned keys	\$10 ea.

5. **KEYS:** You must return all keys to the apartment as well as mailbox keys and any duplicates you have made back to Bissonette Properties before 11:00 am on your move out date. You may leave your keys on the kitchen counter if easiest. Any keys not returned are subject to a charge of \$10 per key. *If you do not abide by the move out date & time you will be charged an additional prorated rent rate.*

6. **SECURITY DEPOSIT:** Return of the security deposit shall occur in accordance with paragraph 8 of the lease agreement. Only 1 check will be issued to the person identified in paragraph 8(g). In order to receive your security deposit refund, you must:

- Provide your new forwarding address, otherwise checks will remain at Bissonette Properties and it will be your responsibility to pick them up there.
- Be sure to thoroughly clean the apartment and repair any damages that are your responsibility.
- Leave your utilities in your name until the last day of your lease.
- Abide by your Lease Agreement
- Note: a single security check will be issued (mailed if provided a forwarding address) within 14 days of your move out date, in compliance with paragraph 8 of the lease agreement.
- Check will be made out to the person identified on paragraph 8(g).
- If the damages exceed the amount of your damage deposit the Owner may collect the balance from the Tenant.

* Security deposits will be mailed within 14 days of your move out and when all inspections are complete. Please send your security deposit return form to Bissonette Properties. Otherwise we will have no address to send your check to. In this case, we will leave security checks at Bissonette Properties for you to pick up.

<u>Cassandra Fowler</u> 11/9/15 Tenant Signature Date	<u>Hannah Moore</u> 11/9/15 Tenant Signature Date	<u>[Signature]</u> 11/9/15 Tenant Signature Date
<u>Kathleen Maser</u> 11/9/15 Tenant Signature Date	<u>Kaya Foldi</u> 12/1/15 Tenant Signature Date	<u>[Signature]</u> 12/1/15 Tenant Signature Date
<u>Marjulin</u> 12/1/15 Tenant Signature Date	<u>Lindsay Young</u> 12/1/15 Tenant Signature Date	<u>[Signature]</u> 12/1/15 Tenant Signature Date
<u>[Signature]</u> Owner/Property Manager/Agent		

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BISSONETTE PROPERTIES
100 NORTH STREET
BURLINGTON VT 05401
tele: 802.864.4449 fax: 802.864.4447
bissonetteproperties@comcast.net
hours: 8:00-5:00 Mon-Fri

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this day by and between BPJS (Owner) and the following members:

Dillon Irving
Robert L. L...
Mark W. D. Bashain
Ryan Lynch
Kathryn Lane McLean

***No other person(s) may reside in this unit without prior written approval by the Owner, failure to do so is grounds for termination of tenancy.

The contract unit is located at 21 Peru St Apt. ---, City Burlington, State VT, Zip 05401. The total rent is contracted for the term of 360 days. The contracted rental amount is to be paid in twelve equal installments of \$ 38.00, and will be collected on the first of each month beginning June 1st 2013. The tenant has deposited \$ 3800.00 with the Owner as a security deposit. The amount of rent to Owner is subject to change during the lease term in accordance with this lease. In Burlington, Owner must send a written notice of rent increase to the Tenant with a minimum of 90 days notice (3 full rental periods) prior to the effective date of the rent increase either prior to the expiration of the initial term of the lease or at any point after the term has converted to a month-to-month term. In all other locations, Owner must give Tenant a minimum of 60 days notice (2 full rental periods) of any rent increase. * tenants initials DL RL MD RL KLM

1. TERM OF LEASE:

The initial term of lease begins on June 1st 2013. The initial term of lease ends on May 25th 2014. Following the initial term, the lease will be renewed automatically on a month-to-month basis until: (1) Termination of the lease by the Owner in accordance with paragraph 6 or until the Tenant provides a minimum of thirty (30) days written notice (one full rental period) if the Tenant has resided in the apartment for two (2) years or less, or sixty (60) days written notice (2 full rental periods) if the Tenant has resided in the apartment for more than two (2) years by the Owner after the initial term for no cause; (2) Termination of the lease by the Tenant in accordance with the lease; or (3) By mutual agreement during the term of the lease. * tenants initials DL RL MD RL KLM

2. UTILITIES & APPLIANCES:

The Owner shall provide for or pay for the utilities and appliances as indicated below by "O" without additional charge to Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated by "T".

ITEM	PROVIDED BY	PAID BY	ITEM	PROVIDED BY
HEATING NATURAL GAS	---	T	WATER HEATING NATURAL GAS	---
BOTTLED GAS	---	---	BOTTLED GAS	---
OIL/ELECTRIC	---	---	OIL/ELECTRIC	---
COAL/OTHER	---	---	COAL/OTHER	---
COOKING NATURAL GAS	---	T	OTHER ELECTRIC	---
BOTTLED GAS	---	---	TRASH	---
OIL/ELECTRIC	---	---	REFRIDGERATOR	---
COAL/OTHER	---	---	MICROWAVE	---
SNOW REMOVAL	---	O	WATER/SEWER	---
LAWN CARE	---	O	AIR CONDITIONING	---
OTHER (SPECIFY)	---	---		

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this day by and between BPJS

("Owner") and Adam Deem
Elliot Hughes ("Tenant") whose HOUSEHOLD consists of the
following members:

Nathan Lake Shane Kerr Meredith Culligh
MATT WESS

(No other person may reside in the unit without prior written approval by the Owner, failure to do so is grounds for termination of tenancy.)

The Contract unit is located at: 21 Peru St Apt. _____
City: BURL. State: VT Zip: 05401 The total initial monthly rent
is \$ 3,850 per month. The rent is due on the 1st day of the month beginning on 6/1/12
_____. The Tenant has deposited \$ 3,850 with the Owner as a security deposit. The amount of the

rent to Owner is subject to change during the lease term in accordance with this lease. In Burlington, Owner must send a written notice of rent increase to Tenant a minimum of 90 days (3 full rental periods) prior to the effective date of the rent increase either prior to the expiration of the initial term of the lease or at any time after the tenancy has converted to a month-to-month term. In all other locations, Owner must give Tenant a minimum of 60 days (2 full rental periods) written notice of any rent increase.

1. Term of Lease.

Initial term of lease. The initial term begins on: 6/1/12. The initial term ends on:
5/25/12 Following the initial term, the lease will be renewed automatically on a month-to-month basis until: (1) termination of the lease by the Owner in accordance with paragraph 6 or upon a minimum of thirty (30) days written notice (one full rental period) if the Tenant has resided in the apartment for two (2) years or less or sixty (60) days written notice (2 full rental periods) if the Tenant has resided in the apartment for more than two (2) years by the Owner after the initial term for no cause; or (2) termination of the lease by the Tenant in accordance with the lease; or (3) by mutual agreement during the term of the lease.

2. Utilities and Appliances.

The Owner shall provide for or pay for the utilities and appliances as indicated below by an "O" without any additional charge to the Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated below by a "T".

Item	Provided by	Paid by	Item	Provided by	Paid by
Heating	Natural gas	<u>O</u>	Water Heating	Natural gas	<u>O</u>
	Bottle gas	_____		Bottle gas	_____
	Oil/Electric	_____		Oil/Electric	_____
	Coal/Other	_____		Coal/Other	_____
Cooking	Natural gas	_____	Water	<u>O</u>	_____
	Bottle gas	_____	Sewer	<u>O</u>	_____
	Oil/Electric	<u>O</u>	Trash Collection	<u>O</u>	_____
	Coal/Other	_____	Range/Microwave	_____	_____
Other Electric	<u>O</u>	<u>T</u>	Refrigerator	_____	_____

DEC 12 2012

Air Conditioning

Lawn care

Other (specify)

Snow removal

The Tenant shall not waste utilities provided by the Owner.

Please list any other responsibilities to be assumed by either party:

Laundry facilities:

Built w/o

Washers & Dryers ☒ are or ☐ are not allowed on the property.

Outdoor pools/trampolines ☐ are or ☒ are not allowed on the property. If allowed, the size of the pool is limited as follows:

SMOKING ☐ is or ☒ is not allowed in the apartment. If smoking is not allowed the following applies: Smoking is prohibited anywhere in your unit; your building, including common areas; and within 50 feet of the site. You are responsible for ensuring that your family members, guests and invitees also comply with this rule.

3. Use and Occupancy of Contract Unit.

- a. The family must use the contract unit for residence by the family. The unit must be the family's only residence. *(Tenant may provide reasonable accommodations to guests or visitors whose stay is less than thirty (30) days total.)*
- b. The family must not sublease or let the unit.
- c. The family must not assign the lease or transfer the unit.
- d. Members of the household ☐ may or ☒ may not engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family (i.e. no home-based businesses of any nature may be operated out of the unit.)
- e. No soliciting is allowed on the property by Tenant, members of household or guest(s).

4. Maintenance and Utilities: Owner and Family Responsibility.

- a. The Owner or Owner's agent may enter the dwelling unit only for the following purposes: (a) to inspect to see if Tenant is complying with this agreement. (b) to make repairs, alterations or improvements/supply agreed services, and (c) to exhibit the unit to prospective purchasers, mortgagees, Tenants and workers. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. However Owner shall, except in an emergency, give the Tenant at least forty-eight (48) hours notice of Owner's intent to enter and may then enter only at a reasonable time. If an emergency occurs, the Owner may enter the unit without consent or notice.
- b. The Owner is not responsible for damages beyond normal wear and tear caused by the carelessness, misuse, neglect or intentional act of Tenant or any member of the Tenant's household or guest(s). The Tenant

DEC 12 2017

is responsible to reimburse Owner for these costs within thirty (30) days of demand for payment. Failure to do so will result in grounds for termination of tenancy.

- c. The Tenant must maintain utilities. Failure to do so shall be grounds for termination of tenancy.
- d. The Tenant must pay for any utilities and provide any appliances that the Owner is not required to pay for or provide under the lease. Failure to do so shall be grounds for termination of tenancy.

e. Tenant's Obligation.

(1) Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts of or neglect by Tenant or others occupying with Tenant's permission, Tenant, upon prior agreement with Owner, may repair such damage at Tenant's own expense. If, (i) Tenant fails to make agreed upon repairs, or, (ii) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner. Owner shall be entitled to charge Tenant for all costs to repair damage caused by Tenant, members of Tenant's household and Tenant's guests. Tenant's failure to reimburse Owner for said repairs upon thirty (30) days demand shall be grounds for termination of lease. If the Tenant renders that unit uninhabitable, Tenant shall still be responsible to pay for the rent during the time the unit is damaged, whether or not the unit is uninhabitable.

(2) The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease which charge shall be in the amount of \$ ~~350.00~~ until said delinquent rent is paid. Said late charge will be in addition to the usual monthly rental and will apply if rent is unpaid on the 5th of the month. There will be a returned check fee of \$ 50.00.

(3) Locks. The Tenant agrees not to install additional or different locks or gates on any doors or windows of the Dwelling Unit without the advance written consent of the Owner. If the Owner so consents, the Tenant will provide the Owner with a key for each new lock or gate. When this Lease terminates, the Tenant will return all keys to the unit to the Owner. There will be a charge for lost keys and for keys not returned.

(4) Restrictions on Alterations. The Tenant shall not make or allow to be made any alterations, improvements, or additions to the unit without the prior written consent of the Owner, including without limitation, the following:

- a) change or remove any part of the appliances, fixtures, mechanical systems, furnishings, or equipment in the unit;
- b) paint or install wallpaper or contact paper in the unit;
- c) attach awnings, ceiling fans, window guards, radio aerials or CB and television antennas and transmitters to the unit;
- d) attach any shelves, screen doors, or other permanent improvements in the unit;
- e) install heaters, air conditioners or waterbeds in the unit;
- f) place any aerials, antennas, satellite dishes or other electrical connections on the unit; or

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g) _____ Gas grills and propane tanks are not allowed or ☒ Tenant may use gas grills or barbecues on balconies or within five feet of structures.

(5) Common Areas. The grounds, sidewalks, entrance, hall, passages, stairways and other common areas shall not be obstructed by Tenant or used by Tenant for any other purpose other than those of ingress and egress from the unit. This provision applies to Tenant's household members and guests. In the event the Owner receives a monetary fine by a municipality for the Tenant's personal possessions being in the common areas in violation of a municipal ordinance, Tenant shall be responsible to reimburse Owner for said fine. Failure to reimburse Owner within thirty (30) days of demand for payment from Owner shall constitute a lease violation and Tenant shall be subject to eviction.

(6) Insurance. Tenant shall do nothing to increase or create extra insurance premiums or insurance risk at or around the premises. Tenant shall protect Tenant's personal property with adequate personal property insurance. It is the intention of this Lease that the Owner shall insure the unit and the Tenant shall insure Tenant's own property. Owner shall not be responsible for any loss to Tenant's possessions unless caused by the negligence of the Owner. The Tenant shall be responsible for Tenant's negligent conduct and the negligent conduct of Tenant's household and guests. In the event Tenant resides in an apartment above the ground level and there is an outdoor deck or porch attached, Tenant shall not have any gatherings on this area that results in this area being overcrowded.

(7) Pets: Tenant may ☒ or may not _____ keep a pet(s) on the premises. Owner's pet policy:

Subject to owner approval

Owner may or may not require a pet deposit if pets are allowed at the unit.

(8) Noise. Tenant agrees not to allow on his premises any excessive noise or other activity, which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other Tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and quiet. Tenant acknowledges that Tenant is responsible for the conduct of the members of the household and for all guests.

(9) Parking: Owner does ☒ or does not _____ provide parking at the unit. If parking is provided, Owner's parking policy is as follows: _____

Further, if parking is allowed Tenant shall not repair, wash, change the oil or otherwise maintain any vehicles, boats or other recreational vehicles on the property.

(10) Guest Policy: Tenant shall be allowed to have guests/visitors stay overnight for up to 14 days in a one year period and it does not matter whether these 14 days run consecutively or not.

5. Termination of Lease.

a. Termination of lease.

The lease terminates if:

(1) The Owner terminates the tenancy as provided herein;

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DEC 12 2017

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- (2) The Tenant terminates the lease with a minimum of thirty (30) calendar days written notice (one full rental period), but not more than sixty (60) days (two full rental periods)/60 days notice is required for tenants living in Burlington), after the initial term; or
- (3) The Owner and the Tenant agree to terminate the lease.

6. Termination of Tenancy by Owner.

a. Grounds.

- i. During the initial term of the lease or any extension thereof, the Owner may terminate the tenancy on the following grounds upon written thirty (30) days notice, except for the non-payment of rent which shall be upon fourteen (14) days notice:
 - (1) Serious or repeated violations of the terms and conditions of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises;
 - (3) Criminal activity (as provided in paragraph b);
 - (4) Non-payment of rent or repeated failure to pay rent in a timely manner;
 - (5) Any misrepresentation or false statement of information on Tenant's application regardless of whether intentional or negligent;
 - (6) Interfering with the management of the property;
 - (7) Causing an undue financial burden on the property; or
 - (8) Other good cause (as provided in paragraph c).
- ii. The requirement to terminate tenancy for such grounds:
 - (1) Applies during the term of the lease, including the initial term and any extension term; and
 - (2) Does not apply if the Owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.
- iii. After the initial term, the Owner may terminate the lease for no cause upon a minimum of thirty (30) days if the Tenant has resided in the unit for less than two (2) years and sixty (60) days written notice to Tenant if the Tenant has resided in the unit for two (2) or more years.

b. Criminal activity.

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy.

- (1) Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (*including conduct/actions against the Owner and/or property management staff and/or any agents of Owner*);
- (2) Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
- (3) Any violent criminal activity on or off the premises;
- (4) Any drug-related criminal activity on or off the premises;
- (5) Any other activity which impairs the physical or social environment of the premises.

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- (6) Illegal use or possession of a controlled substance; or
- (7) Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
- (8) Interference with management of property.
- (9) Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control shall not be cause for eviction for the Tenant or immediate family member of the Tenant's household who is a victim of domestic violence, dating violence, sexual assault or stalking and as a result Tenant victim could not control or prevent the criminal activity. This exception for victims of domestic violence does not apply to the eviction of a family member who is the perpetrator of the domestic violence or if there is an actual or imminent threat to other residents, the larger community, Owner/Owner's agents or persons providing service to the property if the Tenant is not evicted.

The Owner may terminate the tenancy for criminal activity in accordance with this section if the Owner determines that the household member/guest has committed the criminal activity, regardless of whether the household member/guest has been arrested or convicted for such activity.

In addition, the Owner may terminate the tenancy if any member of the household is:

- (1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or
- (2) Violating a condition of probation or parole under Federal or State law.

c. Other good cause for termination of tenancy.

- (1) During the first year of the initial lease term or anytime during the tenancy, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial term of the lease or during any extension term, other good cause includes, but is not limited to:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property,
 - (c) Failure to maintain utilities or wasting utilities provided by the Owner,
 - (d) Allowing persons not named on the lease to reside in the unit without Owner's prior written consent, or
 - (e) Living or housekeeping habits that cause damage or present safety concerns to the Tenant, other residents or to the unit or premises or that may otherwise result in minimum housing violations.
 - (f) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for terminating a lease held by the victim of such violence.

d. Eviction by court action.

The Owner may only evict the Tenant from the contract unit by instituting a court action.

DEC 12 2017

DEPARTMENT OF
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7. Owner Termination Notice.

a. Notice of grounds.

The Owner must give the Tenant a notice that specifies the grounds for termination of tenancy. The notice of grounds must be given at or before commencement of the eviction action. The notice of grounds may be included in, or may be combined with, any Owner eviction notice to the Tenant. Owner eviction notice means a notice to vacate, or a complaint used under State or local law to commence an eviction action.

8. Security Deposit.

- a. The Owner may collect a security deposit from the Tenant equal to the initial month's rent. Owner has collected \$ 3,850.00 from the Tenant to be applied toward Tenant's security deposit.
- b. When the Tenant moves out of the contract unit, the Owner, subject to State and local law, may use the security deposit, including any interest on the deposit (if applicable), in accordance with the Lease, as reimbursement for any unpaid Tenant rent, unpaid utilities, damages to the unit beyond normal wear and tear, unreturned keys, late fees, returned check fees, expenses to remove rubbish or store articles abandoned by Tenant or other amounts that the Tenant owes under the Lease.
- c. The Owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant within fourteen (14) days from the date on which the Tenant is known or is reasonably believed to have vacated or abandoned the unit.
- f. If the security deposit is not sufficient to cover the amounts the Tenant owes under the lease, the Owner may collect the balance from the Tenant.
- g. If more than one person is named as the Tenant, such persons agree that they will work out the details of dividing any security deposit refund among themselves. The Owner may pay a security deposit refund to any adult person named as the Tenant. Owner shall not and is not obligated to return a security deposit or any portion thereof until the last named Tenant on the lease has vacated the unit.
- h. The security deposit shall not be used for the last month's rent.

9. Mandatory Recycling.

In jurisdictions, for example, Burlington, where recycling is mandatory, Tenant shall comply with the applicable ordinances and regulations on mandatory recycling. Tenant shall sort and separate recyclable materials from all other solid waste and place recyclables in proper recycling containers provided. If the local jurisdiction finds that Tenant has violated any provisions of the recycling laws, Tenant shall pay all costs, expenses, fines, penalties or other damages imposed upon Owner or Tenant by reason of Tenant's failure to comply with the law. Tenant agrees to indemnify the Owner accordingly.

10. Prohibition of Discrimination.

In accordance with applicable equal opportunity statutes, executive orders, and regulations, the Owner must not discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, age, familial status, disability, gender identity or gender-related characteristics or because a person intends to occupy

the unit with one or more minor children, or because a person is a recipient of public assistance in connection with the lease.

11. Written Notices.

When this lease requires any notice by the Tenant or Owner, the notice must be in writing and delivered either personally or by first class mail.

Notice to the Owner shall be sent to: 100 N. ST BURL. VT
Notice to the Tenant shall be sent to: 21 PERU ST. BURL. VT

12. Lead-based Paint Disclosure.

Housing built before 1978 may contain lead-based paint. Lead paint, paint chips and dust can cause health hazards of not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of lead-based paint hazards in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention.

() Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is applicable and *is* attached to this lease.

() Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards *is not* applicable and is attached to this lease.

13. Joint & Several Liability.

If more than one person is named as the Tenant herein, the obligations and liabilities of such persons hereunder shall be joint and several.

14. Severability.

If any provision of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver.

No failure or delay by Owner to enforce any term of this lease shall be deemed a waiver. The acceptance of rental payments or partial rental payments shall not waive Owner's right to enforce any term of this lease, including but not limited to, the Owner's right to pursue its remedies for non-payment of rent.

16. Attorney's Fees.

If the Tenant acts in violation of this lease, the Owner shall be entitled to collect reasonable attorney's fees and other costs and expenses from the Tenant, if successful in its action to enforce the lease. Violation of any of the provisions of this lease shall be grounds for termination of the lease and eviction.

17. Surrender of Unit; Breaking of Lease.

If the Tenant vacates the unit prior to the expiration of the initial term (i.e. breaks the lease), Tenant shall be liable to pay Owner for all reasonable costs incurred by Owner in turning over the unit (cleaning the unit, carpets, painting, etc.), advertising costs incurred by Owner to re-let the unit and for any rent lost until such time as a new tenant is found for the unit. Tenant's security deposit shall be made available to cover part or all of these

DEC 12 2007

DEPARTMENT OF
PLANNING & ZONING

consequential damages that may be incurred by the Owner because of Tenant's breach of the lease. If the Tenant fails to give full and proper thirty (30) days written notice (60 days notice required in Burlington) to Owner that Tenant is vacating-Tenant shall forfeit Tenant's full security deposit.

18. Damage to Unit/Habitability.

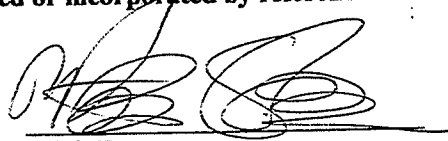
This Lease may, at the Owner's discretion, terminate immediately should the leased premises become so damaged by fire or other casualty, so as to be uninhabitable for any period of time. Termination by the Owner in no way limits the right of the Owner to repair the property and make the unit available to future rental.

SIGNATURES: Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and that said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

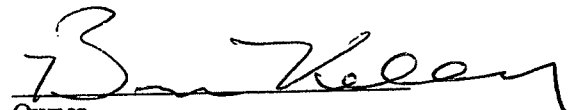
5/1/12
Date

5/1/12
Date

5/1/12
Date


Adult Tenant


Adult Tenant

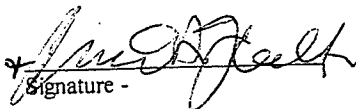

Owner
By: Duly authorized agent

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In compliance with VAWA - 12/8/06

NOTICE TO CO-SIGNER OR GUARANTOR: YOUR SIGNATURE ON THIS LEASE MEANS THAT YOU ARE EQUALLY LIABLE FOR PAYMENT OF THE RENT AND COMPLIANCE WITH THE TERMS OF THIS LEASE. IF THE LESSEE DOES NOT PAY THE RENT, THE LESSOR HAS A LEGAL RIGHT TO COLLECT FROM YOU.

LESSEE: THIS LEASE IS A JOINT AND SEVERAL OBLIGATION

TENANT 1:


Signature -

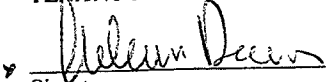
Guarantor -

TENANT 2:


Signature -

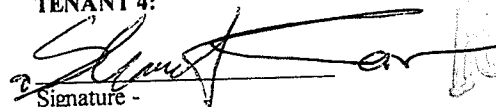
Guarantor -

TENANT 3:


Signature -

Guarantor -

TENANT 4:


Signature -

Guarantor -

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consequential damages that may be incurred by the Owner because of Tenant's breach of the lease. If the Tenant fails to give full and proper thirty (30) days written notice (60 days notice required in Burlington) to Owner that Tenant is vacating-Tenant shall forfeit Tenant's full security deposit.

18. Damage to Unit/Habitability.

This Lease may, at the Owner's discretion, terminate immediately should the leased premises become so damaged by fire or other casualty, so as to be uninhabitable for any period of time. Termination by the Owner in no way limits the right of the Owner to repair the property and make the unit available to future rental.

SIGNATURES: Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and that said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

Date

Adult Tenant

Date

Adult Tenant

Date

Owner
By: Duly authorized agent

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In compliance with VAWA - 12/8/06

NOTICE TO CO-SIGNER OR GUARANTOR: YOUR SIGNATURE ON THIS LEASE MEANS THAT YOU ARE EQUAL
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NOT PAY THE RENT, THE LESSOR HAS A LEGAL RIGHT TO COLLECT FROM YOU.

LESSEE: THIS LEASE IS A JOINT AND SEVERAL OBLIGATION

TENANT 1:

TENANT 2:

Signature -

Signature -

Guarantor -

Guarantor -

TENANT 3:

TENANT 4:

Signature -

Signature -

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LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this day by and between BPJS (Owner)
the following person(s) (tenants):

Zachary Klein
Gabe Bresnahan
Jonathan Labinger

Tanner Schanzlin
Kyle Gadoury
Carl Ellerkamp

Elliot Buckley
Patryk Lasicki

***No other person(s) may reside in this unit without prior written approval by the Owner, failure to receive permission is grounds for termination of tenancy.

The contract unit is located at 21 Peru Street, Apt X, City Burlington,
State VT, Zip 05481. The total rent is contracted for the term of 360 days. The
total amount of rent for the initial term is \$ 160,000 payable in equal installments of
\$ 5,000 and will be paid via ACH debit (ACH sheet attached to lease) on the first of each month
beginning June 1st 2017. The tenant shall pay \$ 0 per month as pet rent for pet(s)
described in attached Lease Addendum. Failure to pay pet rent shall be considered a nonpayment of rent.
The tenant has deposited \$ 5,000.00 with the Owner as a security deposit. The amount of rent to be paid by
Owner is subject to change during the lease term in accordance with this lease. In Burlington, Owner must
send a written notice of rent increase to the Tenant with a minimum of 90 days notice (3 full rental periods)
prior to the effective date of the rent increase either prior to the expiration of the term of the lease. In all
other locations, Owner must give Tenant a minimum of 60 days notice (2 full rental periods) of any rent
increase.

Base rent: \$ 5,000

of BR's x \$12.50/BR Water total: billed by city

of BR's x \$10.00/BR Trash total: billed by com

Pet rent: 0

Total monthly rent: \$ 5,000

* tenants initials PL, GB, JL, KG, TRS, ZK, EB, CE

1. **TERM OF LEASE:**

The initial term of lease begins on June 1st 2017. The initial term of lease ends on
May 25th 2018. Following the initial term, the lease will be renewed automatically on a
yearly basis unless terminated pursuant to Section 5 or Section 6 of this Lease Agreement. Tenants will
until September 1st 2017 to renew their lease for the following year. Owner shall inform Tenant
of any changes in rent for the following year prior to the above date.

* tenants initials PL, GB, KG, TRS, ZK, JL, EB, CE

2. **UTILITIES & APPLIANCES:**

The Owner shall provide for or pay for the utilities and appliances as indicated below by "O" without
additional charge to Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated
by "T".

ITEM	PROVIDED BY	PAID BY	ITEM	PROVIDED BY	PAID BY
HEATING	NATURAL GAS	<u>T</u>	WATER HEATING	NATURAL GAS	<u>T</u>
	BOTTLED GAS	<u>_____</u>		BOTTLED GAS	<u>_____</u>
	OIL/ELECTRIC	<u>_____</u>		OIL/ELECTRIC	<u>_____</u>
	COAL/OTHER	<u>_____</u>		COAL/OTHER	<u>_____</u>
COOKING	NATURAL GAS	<u>_____</u>		OTHER ELECTRIC	<u>_____</u>
	BOTTLED GAS	<u>_____</u>		TRASH	<u>T</u>
	OIL/ELECTRIC	<u>T</u>		REFRIGERATOR	<u>O</u>
	COAL/OTHER	<u>_____</u>		MICROWAVE	<u>T</u>
	DRIVEWAY PLOWING	<u>O</u>		WATER/SEWER	<u>_____</u>
	LAWN CARE	<u>O</u>		AIR CONDITIONING	<u>_____</u>
	SHOVELING	<u>T</u>			

Tenant shall not waste utilities provided by the Owner. Below lists all other responsibilities to be assumed by either party:

- If you are renting an apartment: Water & sewer will be charged at a flat rate of \$12.50 per bedroom. This amount is added to your monthly rent.
- If you are residing in a single family home: your water bill will be sent to you directly, and must be to The Burlington Water Department.

* Tenants initials TRS, KG, JL, GB, PL, ZK, EB, CE

Washers & Dryers are X are not allowed on property.

Outdoor pools/trampolines are are not X allowed on the property.

located 1 floor
bath

SMOKING in the apartment is not allowed X

Smoking is NOT allowed in the apartment, the following applies to all people: Smoking is prohibited anywhere in your unit; building; including common areas; and within 50 feet of the premises. You are responsible for ensuring that your family members; roommates; guests and invitees also comply with rules. A violation of this rule may result in termination of the tenancy and eviction.

3. **USE & OCCUPANCY OF CONTRACT UNIT:** A violation of this section may result in the termination of the tenancy and eviction.

a: The Tenant must use the contract unit for residence by persons listed on this agreement. The unit must be the Tenant's only residence. Tenant shall not assign, mortgage, pledge or encumber this unit or the leased premises, or sub-let the whole or any part of the leased premises without Landlord's prior written consent. The Tenant must not assign the lease or transfer the unit. Members of the household shall not engage in legal profit-making activities incidental to primary use of the unit for residence by member of the family (i.e. no home-based business of any nature may be operated out of unit)

legal profit-making is allowed is not allowed X on the property.

b: **Alterations & restrictions-** Tenant shall not make or allow to be made any alterations, improvements, or additions to the unit without prior written consent of the Owner, including without limitation, the following:

- Change or remove any part of the appliances, fixtures, mechanical systems, furnishing or equipment in the unit.
- Paint or install wallpaper or contact paper in the unit
- Attach awnings, ceiling fans, window guards, radio aerials or CB and television antennas or transmitters to the unit.
- Attach any shelves, screen doors, or other permanent improvements in the unit.
- Install heaters, air conditioners or waterbeds in the unit.
- Place any aerials, antennas, satellite dishes, or other electrical connections on the unit
- Use of the roof for any purpose whatsoever, including, but not limited to, sunbathing or to place any furniture on roof.

c: **Grills-** If allowed Tenant may use gas grills or barbecues on balconies or yard within 10 feet of structures. Grills are X are not allowed on the property

d: **Common areas-** The grounds, sidewalks, entrance, hall, passages, stairways and other common areas shall not be obstructed by Tenant or used by Tenant for any purpose other than those of ingress and egress of the unit. This provision applies to Tenant's household members and guests. In the event the Tenant receives a monetary fine by a municipality for the Tenant's personal possession being in the common areas in violation of a State fire code or municipal ordinance, Tenant shall be responsible to reimburse Owner said fine. Failure to reimburse Owner within 30 days of the demand for payment from Owner shall constitute a lease violation and Tenant may be subject to eviction.

e: **Insurance-** Tenant shall do nothing to increase or create extra insurance premiums or insurance risk at or around the premises. Tenant shall protect their own personal property with adequate personal property insurance. It is the intention of this Lease that the Owner shall insure the unit and the Tenant shall insure Tenant's own property. Owner shall not be responsible for any loss to Tenant's possession unless caused by the negligence of the Owner. The Tenant shall be responsible for Tenant's negligent or intentional conduct and the negligent or intentional conduct of the Tenant's household and guests. In the event the Tenant resides in an apartment above the ground level and there is an outdoor deck or porch attached, Tenant shall not have any gatherings on this area that results in this area being overcrowded.

tenants initials TRS, KG, JL, GB, PL, ZK, EB, CE 2

f: **Pet Policy**- Under specific guidelines of the Owner's pet policy, any damages or destruction done to the unit caused by Tenant's pet(s) are Tenant's responsibility to reimburse Owner. Failure to reimburse Owner within 30 days of the demand for payment Owner shall constitute a lease violation and Tenant may be subject to termination of tenancy. Tenant will be held accountable for replacement of any flooring if pets urinate on any portion of said flooring. Cost to replace carpeting is currently \$1,700 for a two bedroom. Tenant will be charged current market cost for replacement. Tenant must follow pet addendum on page 13 if pet(s) are permitted:

Pets are allowed _____ are not X allowed on the property

g: **Disturbances**- Tenant agrees not to allow on premises any excessive noise or other activity, which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other Tenants and other persons in building or common areas from similarly disturbing Tenant's peace and quiet. Tenant acknowledges that Tenant is responsible for all conduct, behavior and/or actions of members of Tenant's household and for all guests. Tenants in Burlington shall abide by the attached City noise ordinance.

h: **Parking**- If parking is provided, Owner's parking policy is as follows: Parking is on a first come first serve basis. The Owner does not regulate or guarantee access to the parking area. No more than one car per tenant is allowed. Any cars or trucks that are unregistered will be towed at owner's expense. If parking tags are issued for your apartment, your apartment will be issued 0 of tags. These tags must be put on your vehicle's back bumper. Cars without parking tags will be towed. Tenant shall not repair, wash, change oil or otherwise maintain any vehicles, boats or other recreational vehicles on the property.

Parking is X is not _____ provided.

i: **Guest policy**- Tenant shall be allowed to have guests/visitors stay overnight for up to 14 days in a one year period and it does not matter if these 14 days run consecutive or not.

j: **Soliciting**- No soliciting allowed on the property by the Tenant, members of the household or other guests.

k: **Inspection**- Before taking occupancy, Tenant and Owner (or Owner's Agent) shall inspect the unit and will sign a completed apartment inspection check list. Tenant's signing of the inspection check list upon completion will be deemed conclusive evidence of the delivery of the apartment in the condition represented by the inspection check list. Upon termination of the occupancy by the Tenant, this same inspection will be completed again by the Tenant and Owner (or Owner's Agent) and will be used, if necessary, to determine responsibility for any damages, cleaning, or repair expenses to the unit. Failure of the Tenant to schedule or attend the inspection shall not be deemed a waiver of this clause.

l. **Weapons**- Tenant shall not display or in any way threaten, intimidate or harass any resident, family member, or agent of the Owner or Owner's Agent with any weapon of any kind or any instrument that could be deemed or perceived to be a weapon, including, but not limited to, firearms, rifles, shotguns, bb guns, paintball guns, knives, machetes and the like in or on the common areas of the property. Tenant shall not discharge any type of firearm on the property including Tenant's unit.

m. **Tampering with Property**- Tenant shall not tamper with or in any way disable smoke and/or carbon monoxide detectors in the unit or on the property. This is grounds for termination of lease and eviction. Further, if a fine is imposed by the local municipality or by the State, Tenant shall be responsible to pay said fine if the fine resulted from the Tenant's actions. If Owner is required to pay the fine, the Tenant shall reimburse Owner within 30 days upon demand or this, too, may be grounds for termination of tenancy and tenant agrees any unpaid assessed fine may be deducted from the security deposit.

4. **MAINTENANCE & UTILITIES: OWNER & TENANT RESPONSIBILITY:**

a: The Owner or Owner's Agent may enter the dwelling unit only for the following purposes: (a) to inspect unit, (b) to make necessary repairs, alterations or improvements/supply agreed services, (c) to exhibit the unit to prospective purchasers, mortgagees, tenants and workers. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. Owner shall, except in an emergency, give the Tenant 48 Hour notice of Owner's intent to enter, and may then enter only at a reasonable time. If an emergency occurs, the Owner may enter the unit without consent or notice.

b: The Owner is not responsible for damages beyond normal wear and tear caused by the carelessness, misuse, neglect or intentional act of Tenant or any member of the Tenant's household or guest(s). The Tenant is responsible to reimburse Owner for these costs within 30 days of demand for

payment. Failure to do so may result in grounds for termination of tenancy.

c: The Tenant must maintain all utilities. Failure to do so may be grounds for termination of tenancy. Tenant must pay for any utilities and provide any appliances that the owner is not required to provide or provide under the lease. Failure to do so may be grounds for termination of tenancy.

d: Tenant's Obligation-

Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts of or neglect by Tenant or others occupying with Tenant's permission, Tenant, upon prior agreement with Owner, may repair such damages at Tenant's own expense. If (a) Tenant fails to make agreed upon repairs, or, (b) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred. Owner shall be entitled to charge Tenant for all costs to repair damage caused by Tenant, members of Tenant's household and Tenant's guests. Tenant's failure to reimburse Owner for said repairs upon 10 days demand may be grounds for termination of tenancy. If the Tenant renders unit uninhabitable, Tenant shall be responsible to pay for the rent during the time the unit is damaged.

e: **Late Fees/Return Check Fees-** The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease. Late charges shall be in the amount of **\$50.00** per **delinquent payment**. Said late charges will be in addition to the usual monthly rental and will apply if not paid by the **5th** day of each month. There will be a returned check fee of **\$50.00**.

f: **Locks-** Tenant agrees not to install additional or different/alternate locks, gates, deadbolts, etc. (etc.) on any doors or windows of the dwelling unit without the advance written consent of the Owner. If Owner so consents, the Tenant will provide the Owner with a key for any and all new lock(s). When the lease agreement terminates, the Tenant will return all keys for the unit back to the Owner. There will be no charge for lost or unreturned keys. The charge for keys are **\$10.00** per key. If the locks need to be changed, the cost is **\$50.00** per lock set.

5. TERMINATION OF TENANCY BY TENANT

The tenant may terminate the tenancy by;

1. During the term of the lease, regardless of the amount of written notice given, Tenant will be accountable for rent until either the end of the lease term or the Owner has rented said unit. Tenant will be responsible for charges in paragraph 18.

2. Providing the landlord with notice of intent to vacate at least three (3) rental periods prior to expiration of the lease term; or

3. The Owner and the Tenant mutually agree to terminate the lease.

6. TERMINATION OF TENANCY BY OWNER:

a: Grounds-

I. During the term of the lease or any extension thereof, the Owner may terminate the tenancy on the following grounds upon at least 30 days written notice, except for non payment of rent which shall be upon at least 14 days written notice:

1. Serious or repeated violations of the terms and conditions of the lease;

2. Violation of Federal, State or local Law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises;

3. Criminal activity (as provided in paragraph b);

4. Non payment of rent or repeated failure to pay rent in a timely manner;

5. Any misrepresentation or false statement of information on Tenant's application regardless of whether intentional or negligent;

6. Interfering with the management of the property;

7. Causing an undue financial burden on the property;

8. Other good cause (as provided in paragraph c).

II. The requirement to terminate tenancy for such grounds;

1. Applies during the term of lease, including the initial term and any extension term; and

2. Does not apply if the Owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.

b: Criminal activity-

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy.

I. Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residences *(including conduct/actions against or harassment of the Owner and/or property management staff and/or any agents/contractors/vendors of the Owner)*;

II. Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

III. Any violent criminal activity on or off the premises;

IV. Any drug related criminal activity on or off the premises;

V. Any other activity which impairs the physical or social environment of the premises.

VI. Illegal use or possession of a controlled substance; or

VII. Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;

VIII. Interference with management of the property

IV. Criminal Activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control shall not be cause for eviction for the Tenant or immediate family member of the Tenant's household who is a victim of domestic violence, dating violence, sexual assault or stalking and as a result Tenant victim could not control or prevent the criminal activity. This exception for victims of domestic violence does not apply to the eviction of a family member who is the perpetrator of the domestic violence or if there is an actual or imminent threat to other residents, the larger community, Owner/Owner's agents or persons providing service to the property if the Tenant is not evicted.

The Owner may terminate the tenancy for criminal activity in accordance with this section if the Owner determines that the household member/guest has committed the criminal activity, regardless of whether the household member/guest has been arrested or convicted for such activity. In addition, the Owner may terminate the tenancy if any member of the household is:

1. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempting to commit a crime, that is a felony under the laws of the place from which the individual flees; or

2. Violating a condition of probation or parole under Federal or State Law.

c. Other good cause for termination of tenancy-

I. During the first year of the initial lease term or anytime during the tenancy, other good cause for termination of tenancy must be something the Tenants did or failed to do.

II. During the initial term of lease or during and extension term, other good cause includes, but is not limited to:

a. Disturbance of neighbors,

b. Destruction of property,

c. Failure to maintain utilities or wasting utilities provided by the Owner,

d. Failure to pay Owner for damages caused by Tenants.

e. Allowing persons not named on the lease to reside in the unit without Owner's prior written consent, or

f. Living or housekeeping habits that cause damage or present safety concerns to the Tenant or other residents or the unit or premises or that may otherwise result in minimum housing violations.

g. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will *not* be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for terminating a lease held by the victim of such violence.

h. Violations of paragraph 3 of this lease.

d. Eviction by court action-

The Owner may only evict the Tenant from the contract unit by instituting a court action.

7. Intentionally left blank.

8. **SECURITY DEPOSIT:**

a. The Owner may collect a security deposit from the Tenant equal to the initial month's rent. The Owner has collected \$ 5000.00 from the Tenant to be applied towards Tenant's security deposit.

b. When the Tenant moves out of the contract unit, the Owner, subject to State and local Law, may use the security deposit, including any interest on the deposit (if applicable), in accordance with the Law as reimbursement for any unpaid Tenant rent, unpaid utilities, damages to the unit beyond normal wear and tear, unreturned keys, late fees, returned check fees, expenses to remove rubbish or store articles abandoned by Tenant or other amounts that the Tenant owes under the Lease.

c. The Owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant within fourteen (14) days from the date on which the Tenant is known or is reasonably believed to have vacated or abandoned the unit.

d. If the security deposit is not sufficient to cover the amounts the Tenant owes under the lease, the owner may collect the balance from the Tenant.

e. In the event Tenant violates the terms of the lease and it is necessary for the Owner to terminate the tenancy, including early termination by Tenant, the deposit may be retained pursuant to paragraph 18.

f. If more than one person is named the Tenant, such persons agree that they will work out the details of dividing any security refund among themselves. The Owner may pay a security deposit refund to any one adult person named as the Tenant. Owner shall not and is not obligated to return a security deposit or any portion thereof until the last named Tenant on the lease has vacated the unit.

g. The security deposit shall not be used for the last month's rent. ★
Security deposit should be returned to: (Name one individual adult tenant)

Patryk Lasiuk

*** This person will also be listed on your Landlord Certificate for taxes.

9. **MANDATORY RECYCLING:**

In jurisdictions, for example, Burlington, where recycling is mandatory, Tenant shall comply with the applicable ordinances and regulations on mandatory recycling. Tenant shall sort and separate recyclable materials from all other solid waste and place recyclables in proper recycling containers provided. If a local jurisdiction finds the Tenant has violated any provisions of the recycling laws, Tenant shall pay the costs, expenses, fines, penalties or other damages imposed upon the Owner or Tenant by reason of the failure to comply with the law. Tenant agrees to indemnify the Owner accordingly.

10. **PROHIBITION OF DISCRIMINATION:**

In accordance with the applicable equal opportunities statutes, executive orders, and regulations, the Owner does not discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, age, familial status, disability, gender identity or gender-related characteristics or because a person intends to occupy the unit with one or more minor children, or because a person is a recipient of public assistance in connection with the lease.

11. **WRITTEN NOTICES:**

When this lease requires any notice by the Tenant or Owner, the notice must be in writing and delivered either personally or by first class mail.

Notice to the Owner shall be sent to: Bissonette Properties, 100 North Street, Burlington VT 05401

Notice to the Tenant shall be sent to: _____

12. **LEAD-BASED PAINT DISCLOSURE:**

Housing built before 1978 may contain lead based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of lead based paint in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention.

(X) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards are applicable and attached to this lease.

() Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards are NOT applicable and is attached to this lease.

13. **JOINT & SEVERAL LIABILITY:**

If more than one person is named as the Tenant herein, the obligations and liabilities of such persons hereunder shall be joint and several.

14. **SEVERABILITY:**

If any provisions of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **WAIVER:**

No failure or delay by Owner to enforce any term of this lease shall be deemed a waiver. The acceptance of rental payments or partial rental payments shall not waive Owner's right to enforce any term of this lease including but not limited to, the Owner's right to pursue its remedies for non-payment of rent.

16. **ATTORNEY'S FEES:** If the Tenant acts in violation of this lease, Owner has to defend against Tenant claims, or Tenant fails to vacate upon receipt of a termination notice and the Owner has to hire an attorney to pursue those claims, the Owner shall be entitled to collect reasonable attorney's fees and other costs and expenses from the Tenant. Nonpayment of attorney's fees may be considered a breach of this agreement.

17. **DELIVERY OF POSSESSION:** The Owner's obligation to deliver possession of the unit is contingent upon the current occupant of the unit vacating the unit and removing all personal property from the unit. The parties acknowledge that failure of the current occupant of the unit to deliver possession shall cancel this Lease, and all deposit monies and pre-paid rent shall be returned to Tenant.

18. **SURRENDER OF UNIT; BREAKING LEASE:**

If the Tenant vacates the unit prior to the expiration of the term (i.e. breaks the lease), Tenant shall be liable to pay Owner of all reasonable costs incurred by Owner in turning over the unit (cleaning the unit, carpeting, painting etc.), advertising costs incurred by Owner to re-let the unit and for any rent lost until such time a new tenant is found for the unit. Owner and Tenant agree that the cost for Owner to re-let the unit is 1/2 the monthly Base Rent. Tenant's security deposit shall be made available to cover part or all of these consequential damages that may be incurred by the Owner because of Tenant's breach of lease.

19. **DAMAGES TO UNIT/HABITABILITY:**

This lease may, at the Owner's discretion, terminate immediately should the lease premises become so damaged by fire or other casualty, so as to be uninhabitable for any period of time. Termination by the Owner in no way limits the right of the Owner to repair the property and make the unit available to future rental.

20. **OTHER TERMS & CONDITIONS:**

a. In Burlington, Tenants shall abide by the Burlington noise ordinance. A copy of the ordinance is attached to this lease agreement.

b. Smoke detector/carbon monoxide detector/fire extinguisher release. I, the undersigned acknowledge that upon move-in I will personally check the Smoke detector/carbon monoxide detector/fire extinguisher in the unit that we are renting to find them to be in good working order. The Law requires Owner to provide working Smoke detector/carbon monoxide detector/fire extinguisher in the unit. I/we agree that the smoke detectors and carbon monoxide detectors are installed in the ceilings or walls in order to alert me as to the presence of smoke or carbon monoxide in order to help save my life in case of fire or a carbon monoxide leak. I also agree that by removing the Smoke detector/carbon monoxide detector/fire extinguisher or disabling them in any manner is putting my life at great risk in case of fire, or carbon monoxide leak and by doing so I am absolving the Owner or Owner's Agent from any responsibility for losses due to my noncompliance with the Law or malfunction of the alarms. I also know I am in direct violation of this Lease agreement.

It is understood that the Owner shall be responsible for servicing or maintaining the Smoke detector/carbon monoxide detector/fire extinguisher in the said unit. Tenant must provide the Owner with timely notification of Smoke detector/carbon monoxide detector/fire extinguisher malfunctions in order for the device to be repaired or replaced as soon as possible.

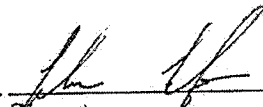
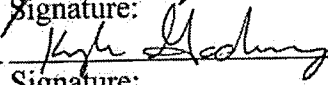
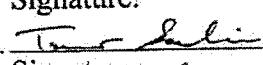
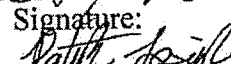
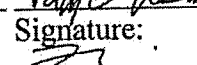
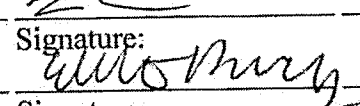
c. Renters Insurance. I understand that I must obtain "Renter's Insurance" to cover any losses to personal contents of this said unit. The Owner's insurance does not cover my personal belongings.

TJ KC TRS CB DI ZK EB CE

SIGNATURES:

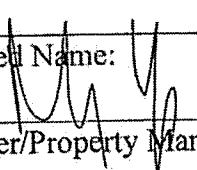
Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Jonathan Labinger		Phone: _____	Email: _____
Printed Name:	Signature:	Phone:	Email:
Kyle Gadoury		Phone: _____	Email: _____
Printed Name:	Signature:	Phone:	Email:
Tanner Schanzlin		Phone: _____	Email: _____
Printed Name:	Signature:	Phone:	Email:
Gabe Bresnahan		Phone: _____	Email: _____
Printed Name:	Signature:	Phone:	Email:
Patryk Lasluk		Phone: _____	Email: _____
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Zachary Klein		Phone: _____	Email: _____
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Elliot Buckley		Phone: _____	Email: _____
Printed Name:	Signature:	Phone:	Email:
Carl Ellertson		Phone: _____	Email: _____

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

Printed Name:	Signature:	Phone:	Email:	Tenant
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Owner/Property Manager/Agent		Phone:	Date: 11/15/16	

Dr. Benoit Benoit@univie.ac.at
Monday, January 20, 2017 4:17 PM
Stefan@univie.ac.at

Social Security Number _____
Patient Name _____
Physician Name _____
Referring Doctor _____
Signature _____
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BILLYE L. BROWN

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Printed Name: _____
 Signature: _____
 Date: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____
 E-mail: _____
 I hereby certify that the information provided is true and correct.

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SIGNATURES:
 Lessor hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and the said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Jonathan Labinger		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Kyle Cadoury		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Tanner Schuster		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Gabe Bresnahan		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Brynn Lesluk		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Zachary Klein		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Elliot Buckley		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:

CO SIGNERS/GUARANTORS:

****NOTICE TO CO-SIGNER OR GUARANTOR:** Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you. Lessee, This Lease is a **JOINT & SEVERAL OBLIGATION**.

Adele Bourgeois		Phone: [REDACTED]	Email: [REDACTED]	Tenant Name: [REDACTED]
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:

Owner/Property Manager/Agent

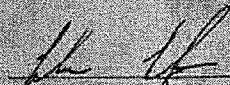
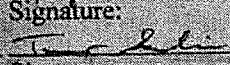
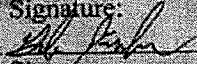
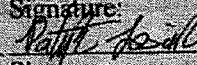
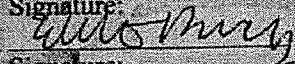
Date: 11/15/16

RENTAL ADDRESS: 21 DeRu

SIGNATURES:

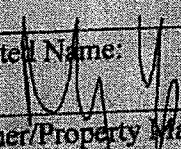
Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and that said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

TENANTS:

Jonathan Labinger		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Kyle Gadowny		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Tanner Schenkel		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Gabe Bresnahan		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Brynn Lasiuk		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Zachary Klein		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Elliot Buckley		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:

CO SIGNERS/GUARANTORS:

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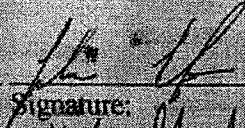
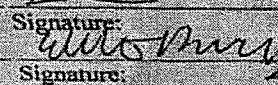
Brendan J. Schenkel		Phone: [REDACTED]	Email: [REDACTED]	Tenant Name: [REDACTED]
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
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Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
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Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Owner/Property Manager/Agent		Phone:	Email:	Date: 11/15/16

RENTAL ADDRESS: 21 Degr

SIGNATURES:

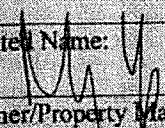
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TENANTS:

Jonathan Langer		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Kyle Gabor		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Thomas Sebastian		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Gabe Bresnahan		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Patryk Lasjuk		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Zachary Klein		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:
Elliot Buckley		Phone: [REDACTED]	Email: [REDACTED]
Printed Name:	Signature:	Phone:	Email:

CO SIGNERS/GUARANTORS:

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MALGORZATA LASIUK		Phone: [REDACTED]	Email: [REDACTED]	Tenant Name: [REDACTED]
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
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Printed Name:	Signature:	Phone:	Email:	Tenant Name:
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Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Owner/Property Manager/Agent		Phone:	Email:	Date: 11/15/16

RENTAL ADDRESS: 21 PERU ST

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TENANTS:

Jonathan Labinger		Phone:	Email:
Printed Name:	Signature:	Phone:	Email:
Kyle Gadoury		Phone:	Email:
Printed Name:	Signature:	Phone:	Email:
Tanner Schumelin		Phone:	Email:
Printed Name:	Signature:	Phone:	Email:
Gabe Bresnahan		Phone:	Email:
Printed Name:	Signature:	Phone:	Email:
Patryk Lasiuk		Phone:	Email:
Printed Name:	Signature:	Phone:	Email:
Zachary Klein		Phone:	Email:
Printed Name:	Signature:	Phone:	Email:
Elliot Buckley		Phone:	Email:
Printed Name:	Signature:	Phone:	Email:

CO SIGNERS/GUARANTORS:

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Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Garry Klein		Phone:	Email:	Zach K
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Owner/Property Manager/Agent			Date: 11/15/16	

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rules, policies and regulations attached or incorporated by reference. All adult members of the househo
must sign this Lease.

TENANTS:

Jonathan Labinger		Phone:	Email:
Printed Name:	Signature:		
Kyle Gadoury		Phone:	Email:
Printed Name:	Signature:		
Tanner Schunelin		Phone:	Email:
Printed Name:	Signature:		
Gabe Bresnahan		Phone:	Email:
Printed Name:	Signature:		
Bryke Losiuk		Phone:	Email:
Printed Name:	Signature:		
Zachary Klein		Phone:	Email:
Printed Name:	Signature:		
Elliot Buckley		Phone:	Email:
Printed Name:	Signature:		

CO SIGNERS/GUARANTORS:

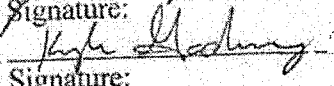
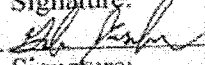
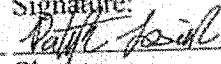
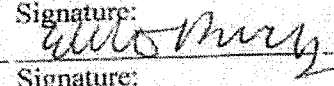
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of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from y
Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

Printed Name:	Signature:	Phone:	Email:	Tenant Na
Kathy Gadoury				
Printed Name:	Signature:	Phone:	Email:	Tenant Na
Printed Name:	Signature:	Phone:	Email:	Tenant Na
Printed Name:	Signature:	Phone:	Email:	Tenant Na
Printed Name:	Signature:	Phone:	Email:	Tenant Na
Printed Name:	Signature:	Phone:	Email:	Tenant Na
Printed Name:	Signature:	Phone:	Email:	Tenant Na
Printed Name:	Signature:	Phone:	Email:	Tenant Na
Owner/Property Manger/Agent				

SIGNATURES:

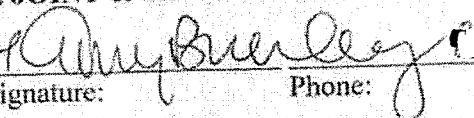
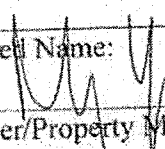
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below, Tenant acknowledges that all provisions of this Lease have been read and are understood and the
said parties agree to be bound by the terms and conditions of this Lease and any additional documents,
rules, policies and regulations attached or incorporated by reference. All adult members of the household
must sign this Lease.

TENANTS:

Jonathan Labinger		Phone: _____	Email: _____
Printed Name:	Signature:	Phone:	Email:
Kyle Gadowry		Phone: _____	Email: _____
Printed Name:	Signature:	Phone:	Email:
Tanner Schuelin		Phone: _____	Email: _____
Printed Name:	Signature:	Phone:	Email:
Gabe Bresnahan		Phone: _____	Email: _____
Printed Name:	Signature:	Phone:	Email:
Bryk Lasnik		Phone: _____	Email: _____
Printed Name:	Signature:	Phone:	Email:
Zachary Klein		Phone: _____	Email: _____
Printed Name:	Signature:	Phone:	Email:
Elliot Bickley		Phone: _____	Email: _____
Printed Name:	Signature:	Phone:	Email:

CO SIGNERS/GUARANTORS:

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of attorney's fees. If the Lessee does not pay the rent, the Lessor has a legal right to collect from you.
Lessee, This Lease is a JOINT & SEVERAL OBLIGATION.

AMY BICKLEY		Phone: _____	Email: _____	Tenant Name: _____
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Owner/Property Manager/Agent		Phone: _____	Email: _____	Date: 11/15/16

ADDENDUM TO LEASE

REGISTRATION FEES: Tenant is responsible for the payment of Burlington Rental Unit Registration. This fee is **\$100.00** per apartment, or the prevailing rate as mandated by the city of Burlington, whichever is higher. The fee is due upon signing of the lease and/or renewals, annually.

CERTIFIED MAIL: Tenants are responsible for paying any certified mail charges of \$3.94 per mailed item.

TRASH REMOVAL: Bissonette Properties is NOT responsible for extra trash. This includes furniture, TV's, computers, electronics, appliances, mattresses, (etc.). If Bissonette Properties is charged for any fees, you will be held responsible for all charges incurred. If we are charged by the City of Burlington for Enforcement and a fine is incurred for these items left on our property, this fine will be your responsibility. We will deduct this amount from your damage deposit if you haven't paid in full prior to your vacating the apartment.

PARKING: In most cases each tenant is allowed one parking space per apartment unless specified in the lease (see paragraph 3 of the lease agreement). All vehicles must be registered, inspected and operable. Upon moving in you will be issued a parking tag, you must place this tag clearly visibly on your vehicle. Any vehicles that do not have a tag or meet these requirements will be towed. Bissonette Properties is NOT responsible for towing, storage or damage to any vehicle towed. PLEASE DO NOT PARK IN FRONT OF DUMPSTERS AT ANY TIME.

GRILLS: You must keep any grills off your deck or porch at least 10 feet away from building. THIS IS A FIRE HAZARD.

PLUMBING: If a plumber is required to unclog a toilet, sink or bathtub due to tenant negligence (not limited to: toys, razors, feminine hygiene products, diapers, food, etc.). Tenant is responsible for the cost incurred for these repairs & labor.

SMOKE DETECTORS: Smoke detectors must be operable at all times in your apartment. DO NOT remove batteries out or disconnect the detectors from the base. If you disengage the units, you will be in direct violation of the City of Burlington's Code Enforcement Law and YOU will be fined if they find the detectors not in operation.

LOCK OUTS: If you are locked out of your apartment during regular business hours (8:30am-5:00pm), we will send a maintenance service that will unlock your doors. You will be charged for replacement keys if you do not have them. However, if you are locked out after 5:00pm, you will be charged \$50.00 to have the on-call maintenance service let you in.

PETS: Keeping pets *without permission* from Bissonette Properties will result in immediate removal and termination of your tenancy. Pets require a Pet Addendum.

PEST CONTROL: If you have a pest problem in your apartment Bissonette Properties will have an exterminator rid your apartment of the infestation. YOU are responsible for the cost to eradicate the pest. In the case of bedbug infestation we utilize a high heat process (most effective). The minimum charge to eradicate bedbug infestation is \$1,200.00. Upon inspection of pests Bissonette Properties will immediately resolve the infestation at your expense. You can help prevent infestation by not purchasing used furniture or bedding from unknown sources for use in the apartment. If you are bringing in used items you need to check them before move in.

UTILITIES: Upon signature of Lease it is tenant's responsibility to call and have all utilities switched in your name. If you do not have the utilities switched over, there will be a 10 day shut off until the utilities are turned on. Bissonette Properties will charge you for all utility bills that have not been paid. You must have all utilities in your name until the last day of your lease term. Delinquent utilities are subject to a 1% interest charge after 30 days.

Tenant Signature _____ Date 11/18/16

Tenant Signature _____ Date 11-17-16

Tenant Signature *allison m...* Date _____

Tenant Signature _____ Date 11/17/16

Tenant Signature *Zi* Date 11/17/16

Tenant Signature *Care* Date _____

Tenant Signature _____ Date 11-17-16

Tenant Signature _____ Date 11/17/16

Tenant Signature _____ Date _____

Disclosure of Information on Lead-Based Paint/ Lead-Based Paint Hazard

Lead Warning Statement

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips and dust can pose hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owner must disclose the presence of known lead based paint or hazard in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

a. Presents of lead based paint and/or lead based paint (check which applies)

 X Known lead based paint and/or lead based paint hazards are present in the housing:

ALL BUILDINGS WHICH PRE-DATE 1978 HAVE KNOWN LEAD PAINT, EMP INSPECTIONS DONE ANNUALLY BY BISSONETTE PROPERTIES AND ARE UP TO DATE AND CODE.

 X Owner has no knowledge of lead based paint or hazards in the housing. Records and reports are not available to the Tenant.

 Owner has provided the Tenant with all available records and reports pertaining to lead based paint hazards in the housing. Listed documents:

 X Owner has no reports or records pertaining to lead based paint and hazards in the housing.

Tenants Acknowledgement:

 Tenant has received copies of all information listed above

 Tenant has received the pamphlet "Protect your Family from Lead in Your Home"

Agents Acknowledgement:

 Agent has informed Tenant of the Tenant's obligation under 42 U.S.C 4852 (d) and is aware of responsibility to ensure compliance.

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, information they have provided is true and accurate.

Raffa Laili 11/16
Tenant Signature Date

[Signature] 11/17/16
Tenant Signature Date

[Signature] 11-17-16
Tenant Signature Date

[Signature]
Owner/Property Manager/Agent

Tamir Badi 11-17-16
Tenant Signature Date

[Signature] 11/17/16
Tenant Signature Date

[Signature] 11/17/16
Tenant Signature Date

[Signature] 11-17-16
Tenant Signature Date

[Signature] 10/17/16
Tenant Signature Date

[Signature]
Tenant Signature Date

SECURITY DEPOSIT AGREEMENT

VERY IMPORTANT, you MUST have all your rent paid IN FULL (the last month of your vacancy) before your last month of vacancy. You may NOT use your security deposit as your last month's rent. Any rent received after the 5th will result in a \$50.00 late fee. This will also delay the return of your security deposit. Tenant and Owner agree that the following may be deducted from the security deposit;

1. **UTILITIES:** All utilities must remain in your name until your move out date. Do not shut off or transfer into any other persons name until you have vacated the apartment. Please be sure you have your water bill paid in full before you leave. If you have a balance left on any of your utilities that will be deducted from your security deposit.

2. **FURNITURE:** Please remove all your belongings, including furniture and electronics out of the apartment. You may not throw any of these unwanted items in the trash or leave them in the front of the building. These are additional fees and you **will** be held accountable for these costs.

3. **VACATING:** You are required to leave the apartment on May 25th 2018 no later than **11:00 am**.

4. **CLEANING:** Once you have vacated your apartment, we ask that it be left in the same condition when you first moved in. We are understanding of normal wear and tear, however any excessive cleaning or damages to the apartment will be deducted from your security deposit. The apartment must be cleaned when you have turned in your keys. The following may be additional cleaning deductions:

a. Clean all appliances inside & out- including refrigerator, stove, microwave, dishwasher & dryers. Please pull out large appliances and clean behind and underneath. Please note: DO NOT use cleaning products on a SELF CLEANING OVEN.

b. Wash baseboards, trim, walls and doors, including exterior doors. Also clean windows, window sills, window blinds, light fixtures, light switches, vents, and air covers/fans.

c. Clean toilets, base of toilet, tub, shower, sinks, faucets, counters, backsplash, soap dish, vanity, mirrors and floors.

d. Wipe out all cabinets, drawers, closets and shelving units.

e. Check smoke detectors, and clean out vents.

f. Dispose of all trash and boxes. Everything must be out of the unit, sweep porch, front and clean out garage and/or storage space.

g. Please mop and clean all flooring, have carpets shampooed and vacuumed. If Tenants arrange for carpet cleaning, Owner will have a contract for service and deduct the expense from your security deposit.

h. Repair any holes in the walls including nail holes from pictures etc.

i. Clean up front and back yard. Including any trash or furniture.

*If prior to moving out you do not clean the items listed below and/or leave the unit in a satisfactory order, the following charges will be deducted from your security deposit or owed to Bissonette Property Management. If your security deposit is insufficient to cover the charges. You will be charged the listed amount for each instance in which a listed item needs to be cleaned or repaired. The prices given for the items listed below are average prices only. If we incur a higher cost for cleaning or repairs you will be responsible for paying the higher cost. Please note: this is not an all-inclusive list; you can be charged for cleaning or repairs not what is listed below.

kitchen cleaning:

oven / stove top	\$60
microwave (if provided)	\$25
refrigerator / freezer	\$40
cabinets / counter tops	\$75
vacuum / sweep / mop (per m)	\$20
grease filters / drip pans	\$35
dishwasher	\$15

bath cleaning:

tub/shower	\$75
sink & fans (each)	\$25
vanity/mirrors	\$20
washer/dryer	\$15
doors/windows	\$25
cabinets/counter	\$40
toilets/base	\$35

misc. cleaning/repairs:

carpets	\$100
patch/paint	\$75
trash(in apt.)	\$60
repainting	\$100 minimum
basement/stairs	\$50
trash (greenbelt)	\$50 per item
cleaning rate	\$40 per hr.

living areas (br/lvrn/comm):

shampoo carpets	\$75
windows (each)	\$10
baseboards(per room)	\$25
wash walls (per room)	\$40
smoke detectors	\$75
yard clean up	\$15

Tenant Signature

Date 11/16

Tenant Signature

Date 11-17-16

Tenant Signature

Tenant Signature

Date 11/17/16

Tenant Signature

Date 11-17-16

Tenant Signature

Owner/Property Manager/Agent

If occupancy is less than one year, the walls must be spackled and paint touched up if marked up. If Bissonette Properties needs to do this, there is a labor charge of \$40 per hour.

* **Replacement Charges:** If any of these items are missing or damaged to the point that must be replaced you move out, you will be charged for the current cost of the items, plus labor/service charges. The prices given for the items listed below are average prices only. If we incur a higher cost for cleaning or repairs, we will be responsible for paying the higher cost. Please note: this is not an all-inclusive list; you can be charged for cleaning or repairs other than what is listed below.

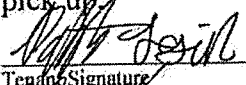
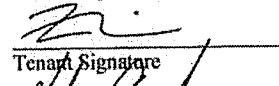
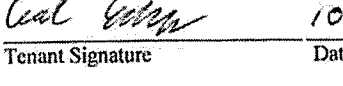
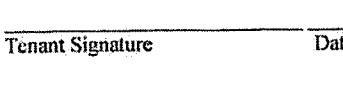
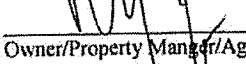
glass doors	\$150	fire extinguisher	\$55
window screens	\$45	bath mirrors	\$95
windows	\$150	doors	\$135
light fixtures	\$50	refrigerator shelves	\$30
counter tops	\$250	oven racks	\$30
broiler/oven pans	\$30	smoke detectors	\$75 ea.
blinds	\$40 each	tile/laminate floor	\$100+ (actual cost upon inspection)
combo lock replacement	\$180	unreturned keys	\$10 ea.

5. **KEYS:** You must return all keys to the apartment as well as mailbox keys and any duplicates you have made back to Bissonette Properties before 11:00 am on your move out date. You may leave your keys in the kitchen counter if easiest. Any keys not returned are subject to a charge of \$10 per key. *If you do not abide by the move out date & time you will be charged an additional prorated rent rate.*

6. **SECURITY DEPOSIT:** Return of the security deposit shall occur in accordance with paragraph 8 of the lease agreement. Only 1 check will be issued to the person identified in paragraph 8(g). In order to receive your security deposit refund, you must:

- Provide your new forwarding address, otherwise checks will remain at Bissonette Properties and it will be your responsibility to pick them up there.
- Be sure to thoroughly clean the apartment and repair any damages that are your responsibility.
- Leave your utilities in your name until the last day of your lease.
- Abide by your Lease Agreement
- Note: a single security check will be issued (mailed if provided a forwarding address) within 14 days of your move out date, in compliance with paragraph 8 of the lease agreement.
- Check will be made out to the person identified on paragraph 8(g).
- If the damages exceed the amount of your damage deposit the Owner may collect the balance from the Tenant.

* Security deposits will be mailed within 14 days of your move out and when all inspections are complete. Please send your security deposit return form to Bissonette Properties. Otherwise we will have no address to send your check to. In this case, we will leave security checks at Bissonette Properties for you to pick up.

 Tenant Signature	11/16 Date	 Tenant Signature	11-17-16 Date	 Tenant Signature	11/17/16 Date
 Tenant Signature	11/17/16 Date	 Tenant Signature	11/17/16 Date	 Tenant Signature	10/17/16 Date
 Tenant Signature	11-17-16 Date	 Tenant Signature	11/17/16 Date	 Tenant Signature	 Date
 Owner/Property Manager/Agent					

PET ADDENDUM

NOW COMES Bissonette Properties, Landlord, and _____, Tenant(s), who on _____ executed a lease for the following premises: _____. Notwithstanding anything the contrary in the above-referred to Lease, that Lease shall be amended as follows:

Tenant shall keep NO animals on the premises except as follows:

Type: _____
Name of animal: _____
Age of animal: _____

As a condition of Landlord permitting an animal on the premises, the Tenant(s) agrees as follows:

1. Tenant(s) shall pay a monthly pet rent of \$ _____.
2. The animal shall not disturb the quiet enjoyment of other residents.
3. Any animal waste will be promptly and sanitarly disposed of by the Tenant(s).
4. It is expressly understood that the animal shall always be accompanied by the Tenant(s) responsible designee, when the animal is outside of the apartment and in the common areas. The Tenant(s) shall always have physical control of the animal when it is outside of the apartment and in the common areas.
5. Tenant(s) shall provide Landlord with a certificate from a licensed veterinarian indicating that the animal is healthy and has received all required vaccinations.
6. Tenant(s) shall indemnify and hold the Landlord harmless from any costs, claims, damages, expenses, or attorney's fees arising directly or indirectly, including consequential damages as a result of any animals being on the leased premises or common areas.
7. Tenant(s) agrees not to permit pet to damage the apartment including but not limited to scratching at doors, urinating and defecating on carpeting or flooring. Tenant agrees to full responsibility for any damages to the property caused by pet. Upon vacating the apartment, all physical evidence of the pet shall be removed, the apartment fully cleaned, deodorized, rugs shampooed, and fleas or other pet-related bugs exterminated at Tenant's expense.
8. Violation of any of the above conditions shall be grounds for termination of the lease. Tenant(s) can avoid termination of the lease by removal of the animal from the premises or otherwise comply with section 7 above.

Signed this _____ day of _____, _____.

Chad B. M.

10/16/17

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

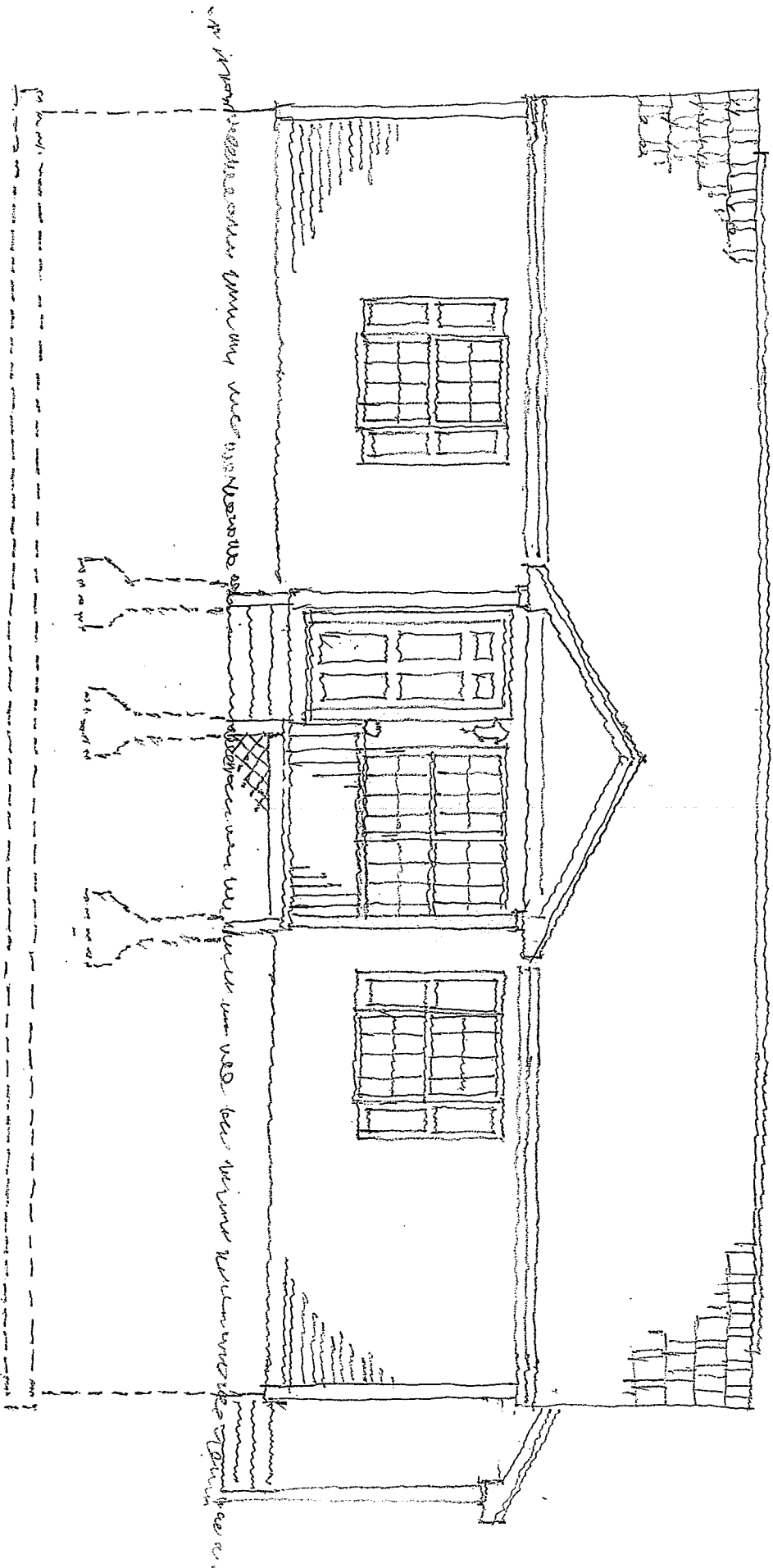
Owner/Property Manager/Agent

RECEIVED

FEB 20 2018

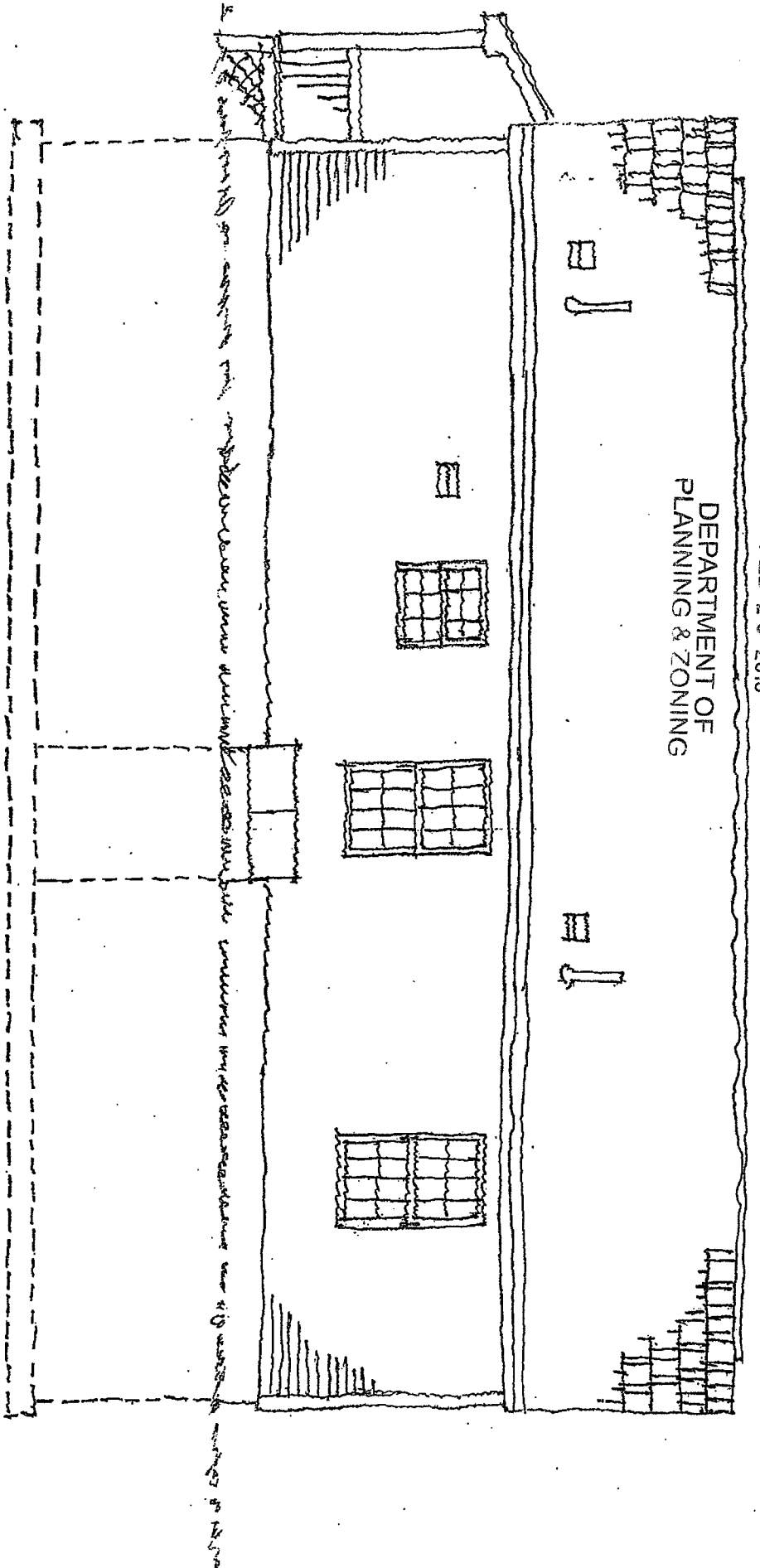
DEPARTMENT OF
PLANNING & ZONING

PROPOSED HOUSE
KOCK POHIT
3/6" = 1'-0" 9/21/17
CITY ARCHITECTS INC.



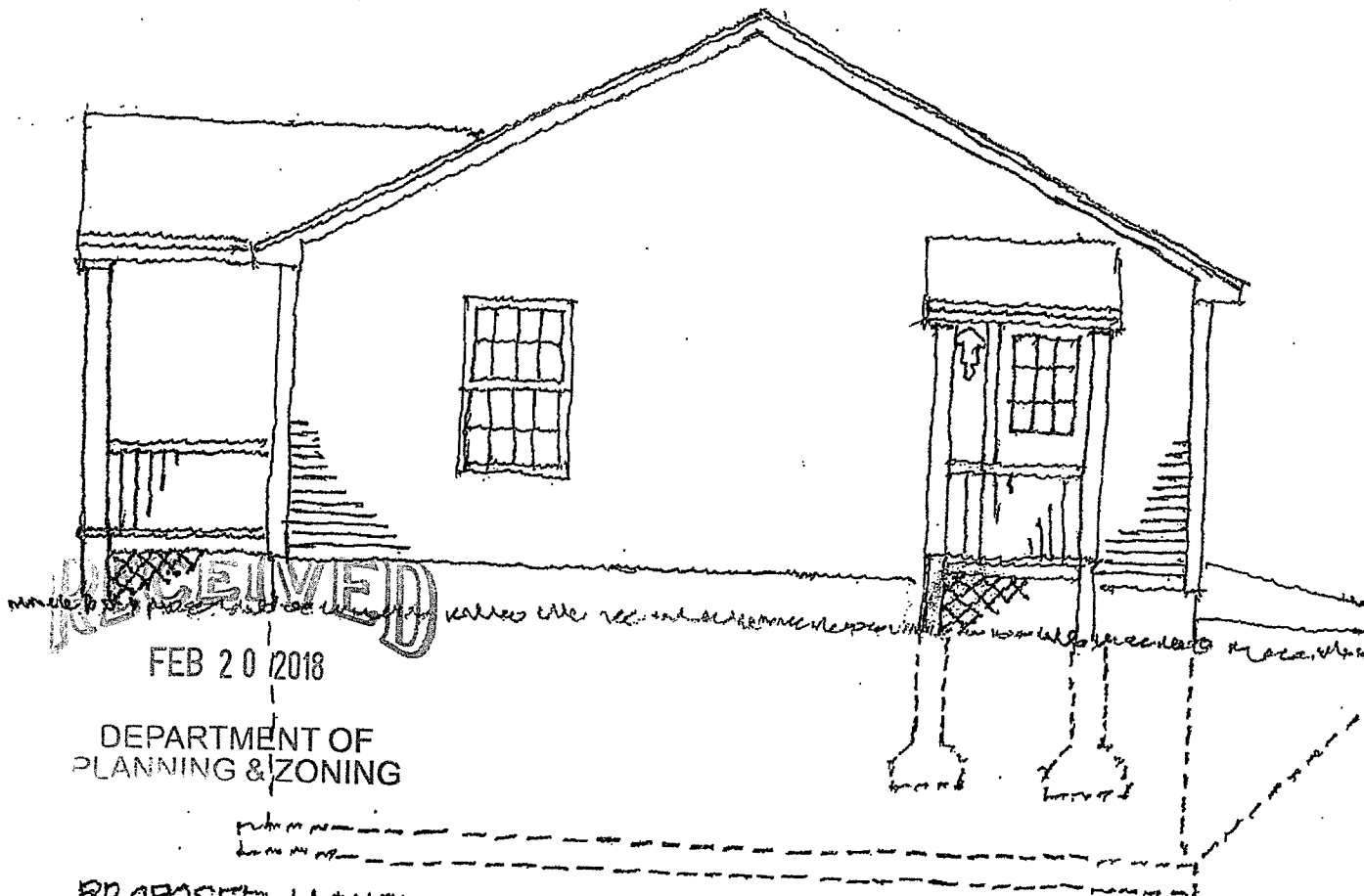
FEB 20 2018

DEPARTMENT OF
PLANNING & ZONING



REAR

PROPOSED HOUSE
ROCK POINT
2/16/17 1:00 PM 9/21/17
CIVIL Architects Inc.

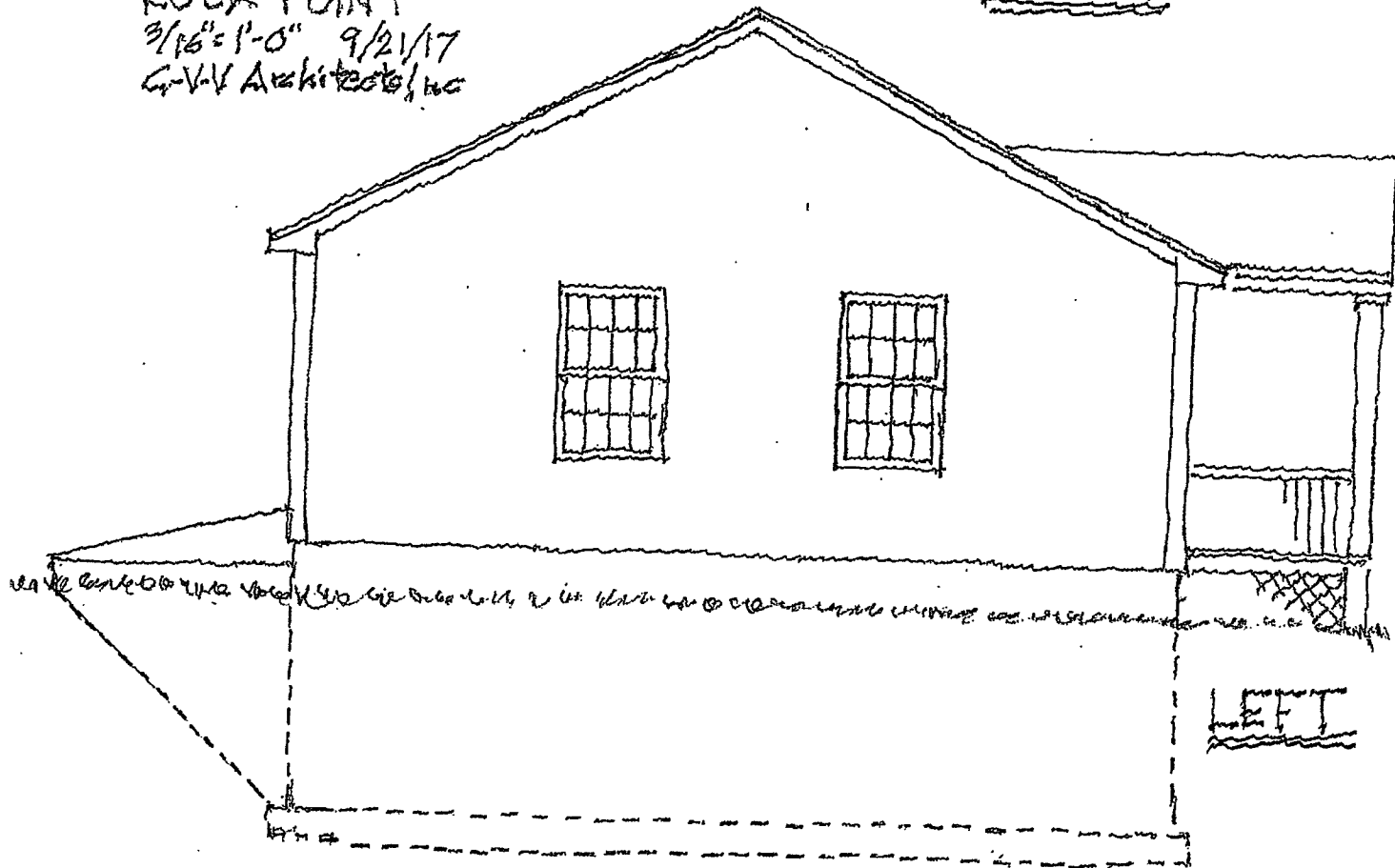


FEB 20 2018

DEPARTMENT OF
PLANNING & ZONING

PROPOSED HOUSE
ROCK POINT
3/16" = 1'-0" 9/21/17
G.V.V. Architects, Inc.

RIGHT

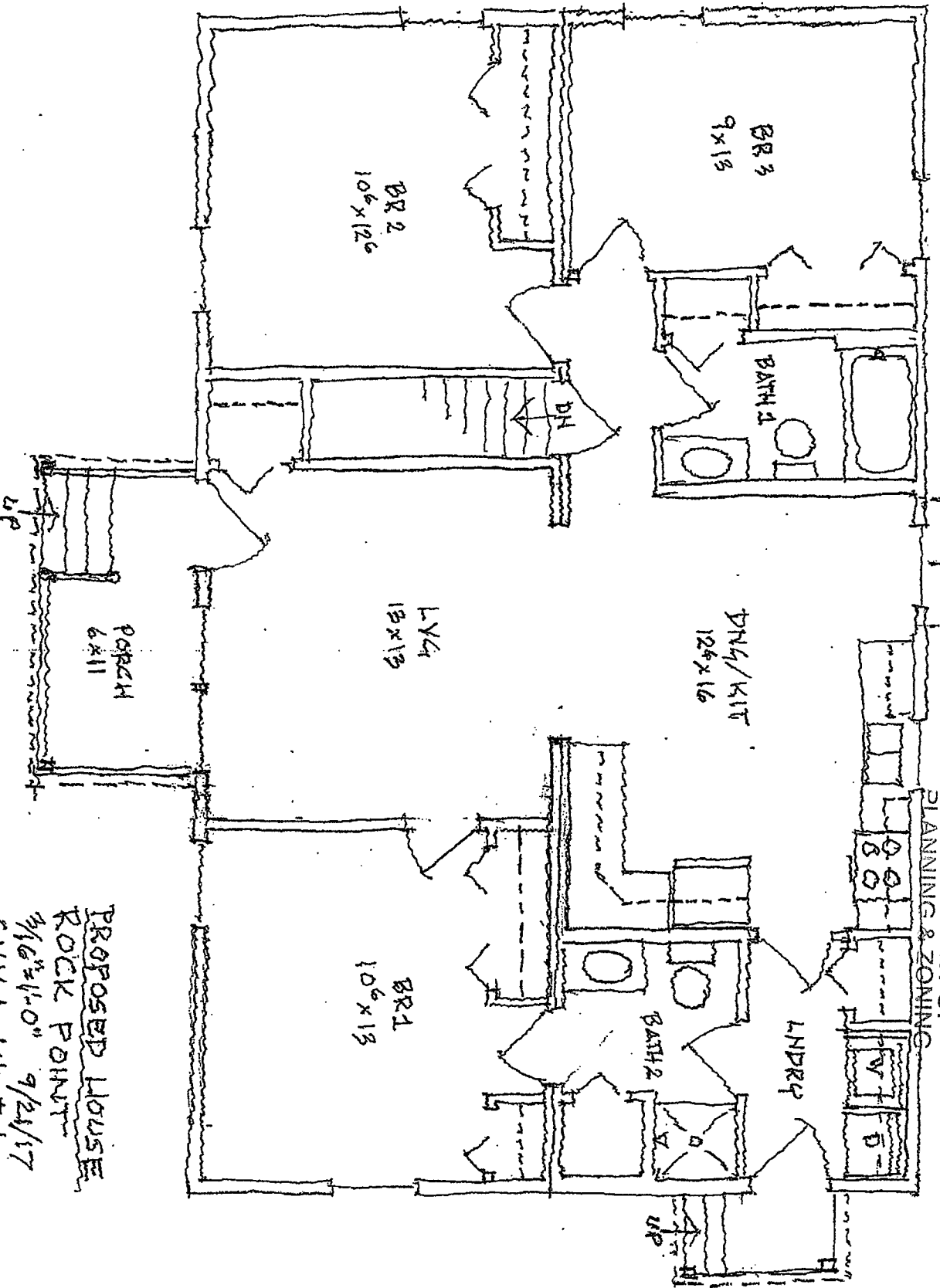


LEFT

ACCESS

FEB 20 2018

DEPARTMENT OF
PLANNING & ZONING



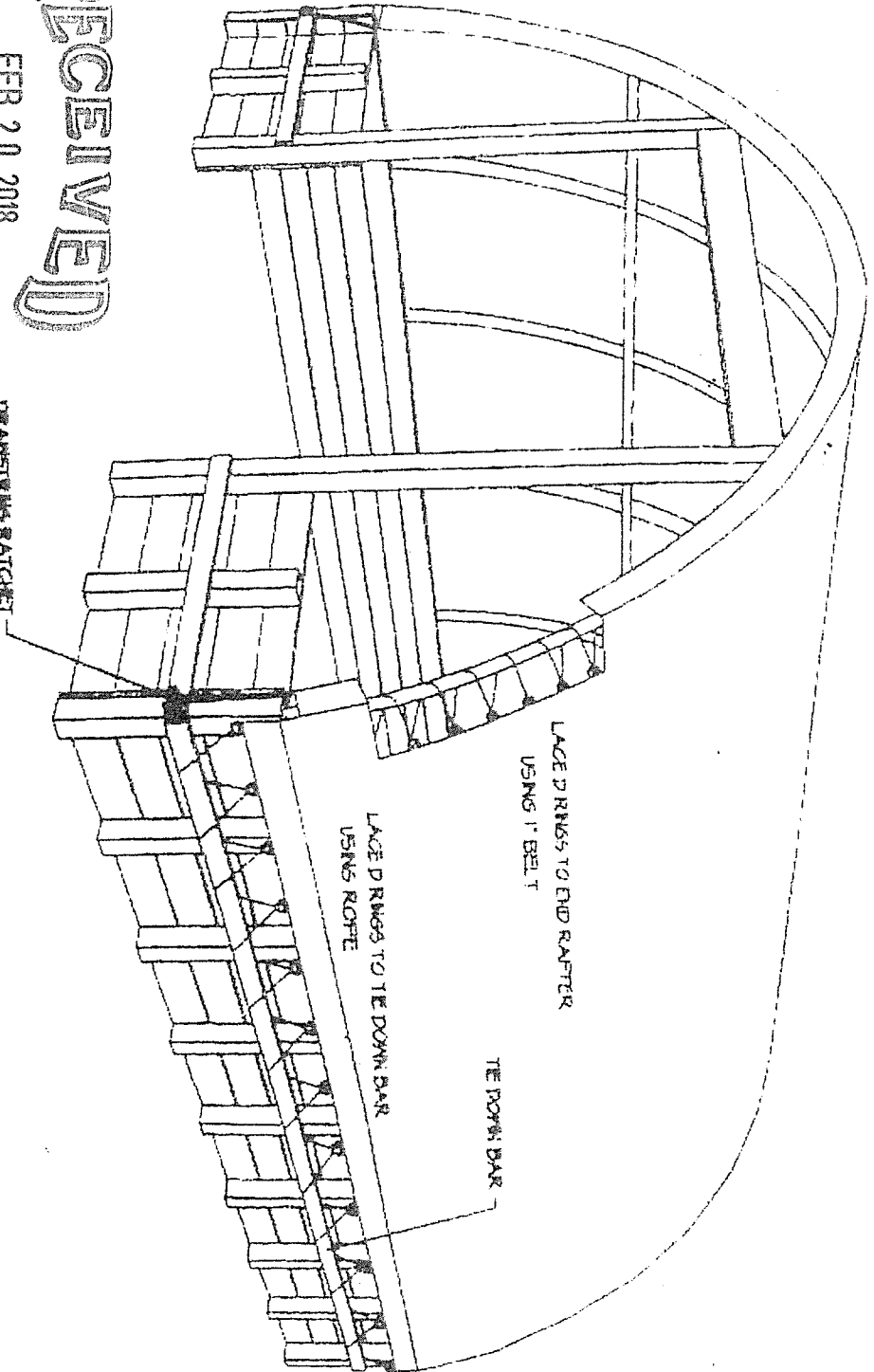
PROPOSED HOUSE
ROCK POINT
3/16"=1'-0" 9/24/17
L.V.V. Architects Inc.

RECEIVED

FEB 20 2018

DEPARTMENT OF
PLANNING & ZONING

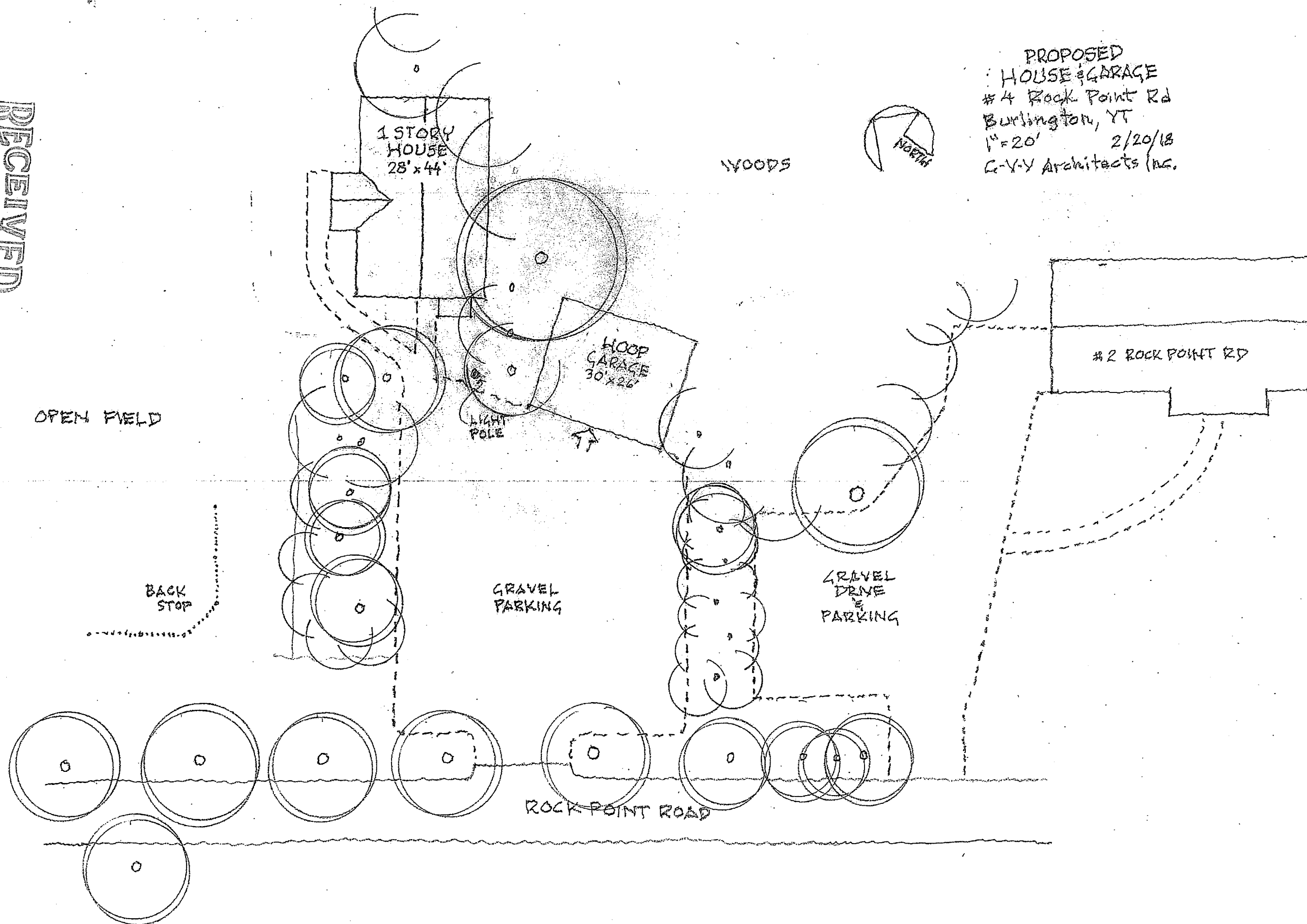
DRAWING RATCHET



FEB 20 2018

RECEIVED
FEB 20 2008

PROPOSED
HOUSE & GARAGE
#4 Rock Point Rd
Burlington, VT
1"=20' 2/20/18
G-Y-Y Architects Inc.

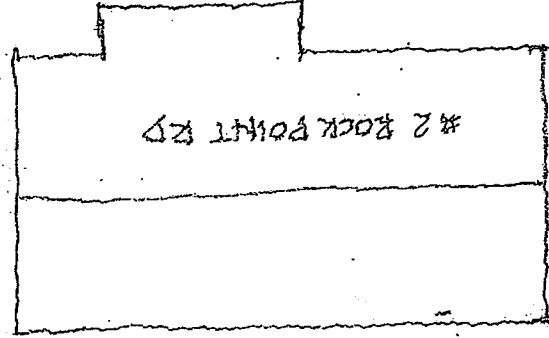


UTIL FILE
#4222

EXISTING SITE
#4 Rock Point Rd
Burlington, VT
2/20/18
C-V-V Architects Inc.



WOODS

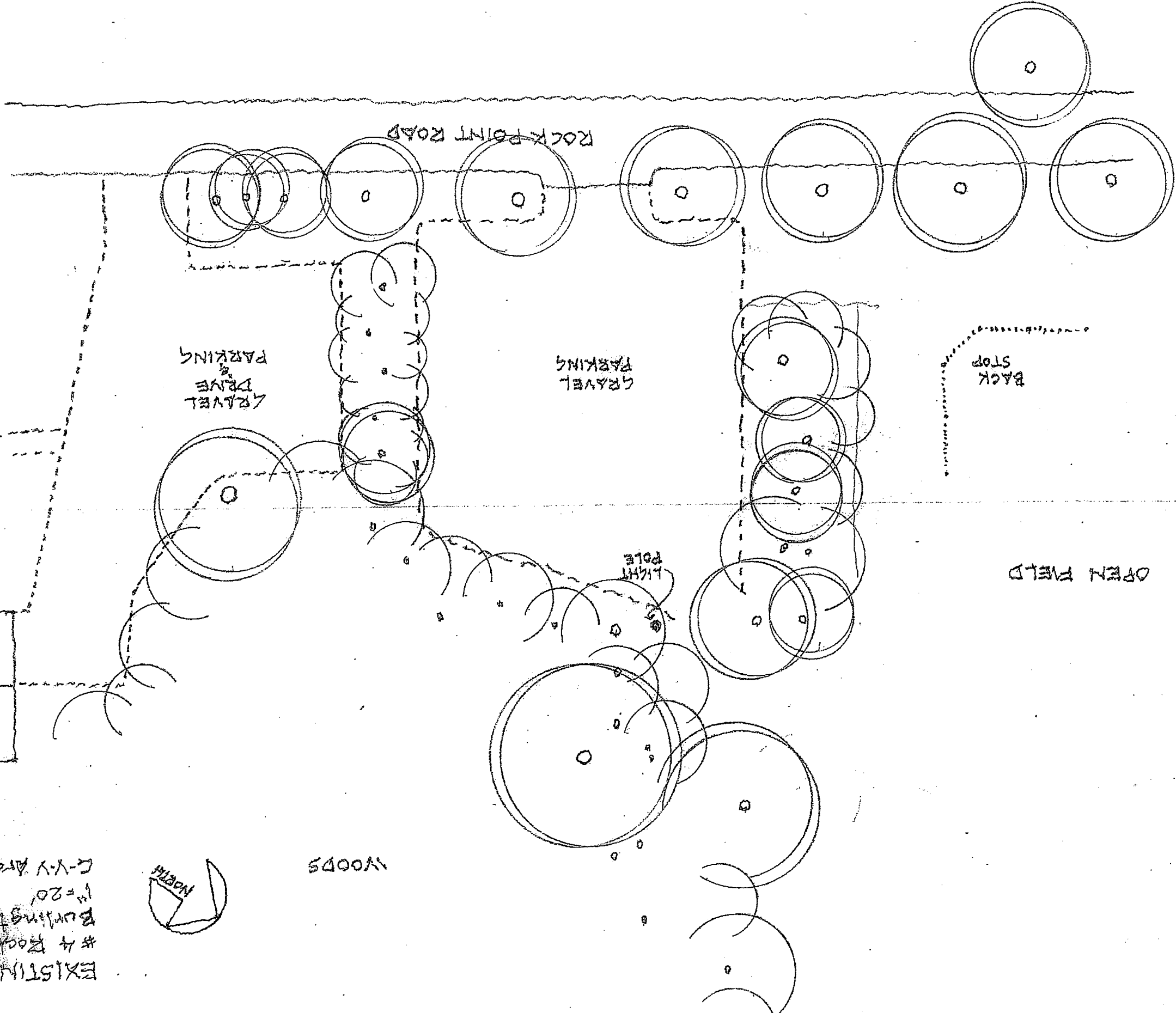


#2 Rock Point Rd

DEPARTMENT OF
LAND & ZONING

FEB 20 2018

RECEIVED



UTIL POLE
#4228

Rock Point

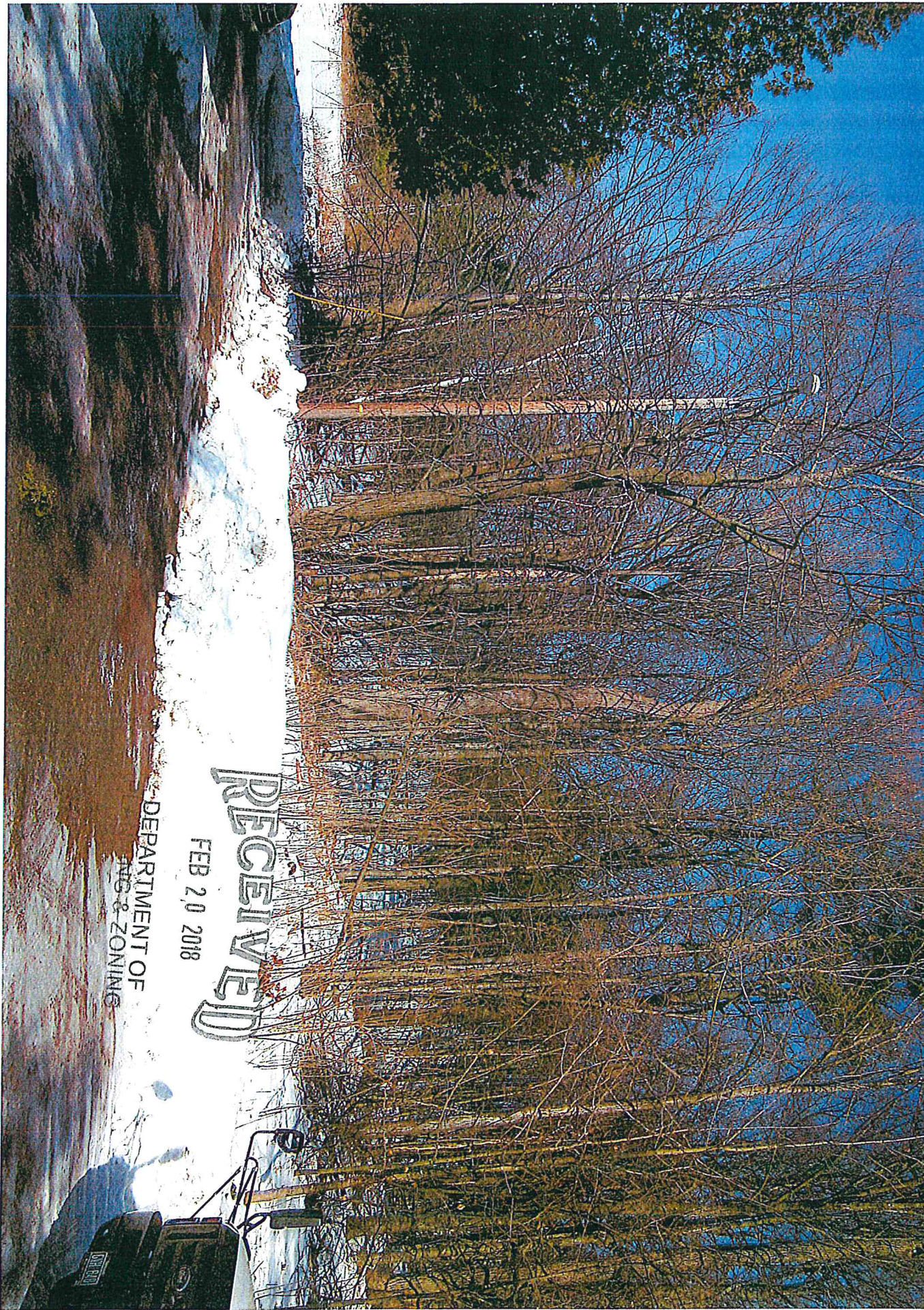


0 135 270 540 Meters

RECEIVED
FEB 20 2018

DEPARTMENT OF
SOLID WASTE





RECEIVED

FEB 20 2018

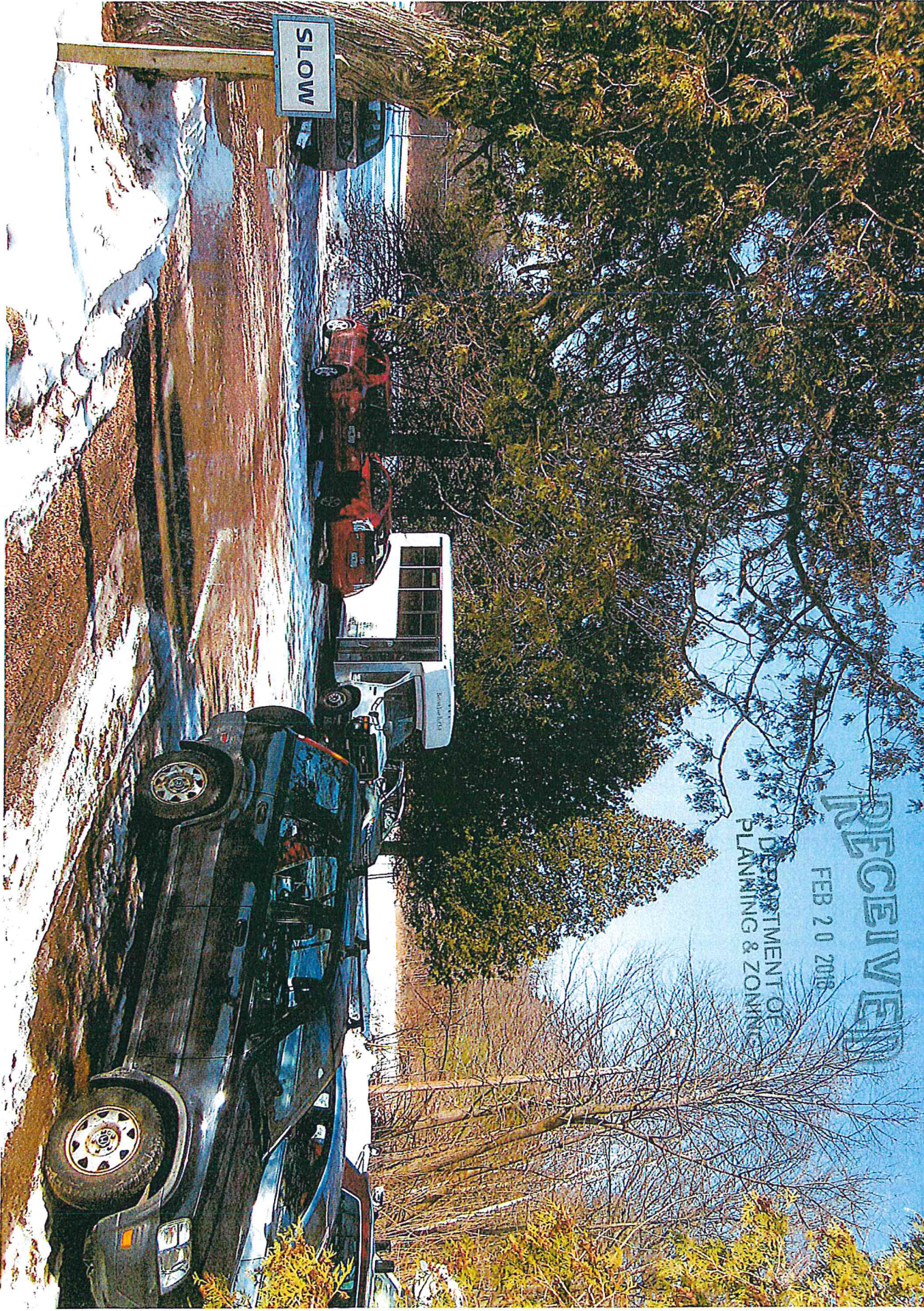
DEPARTMENT OF
PLANNING & ZONING

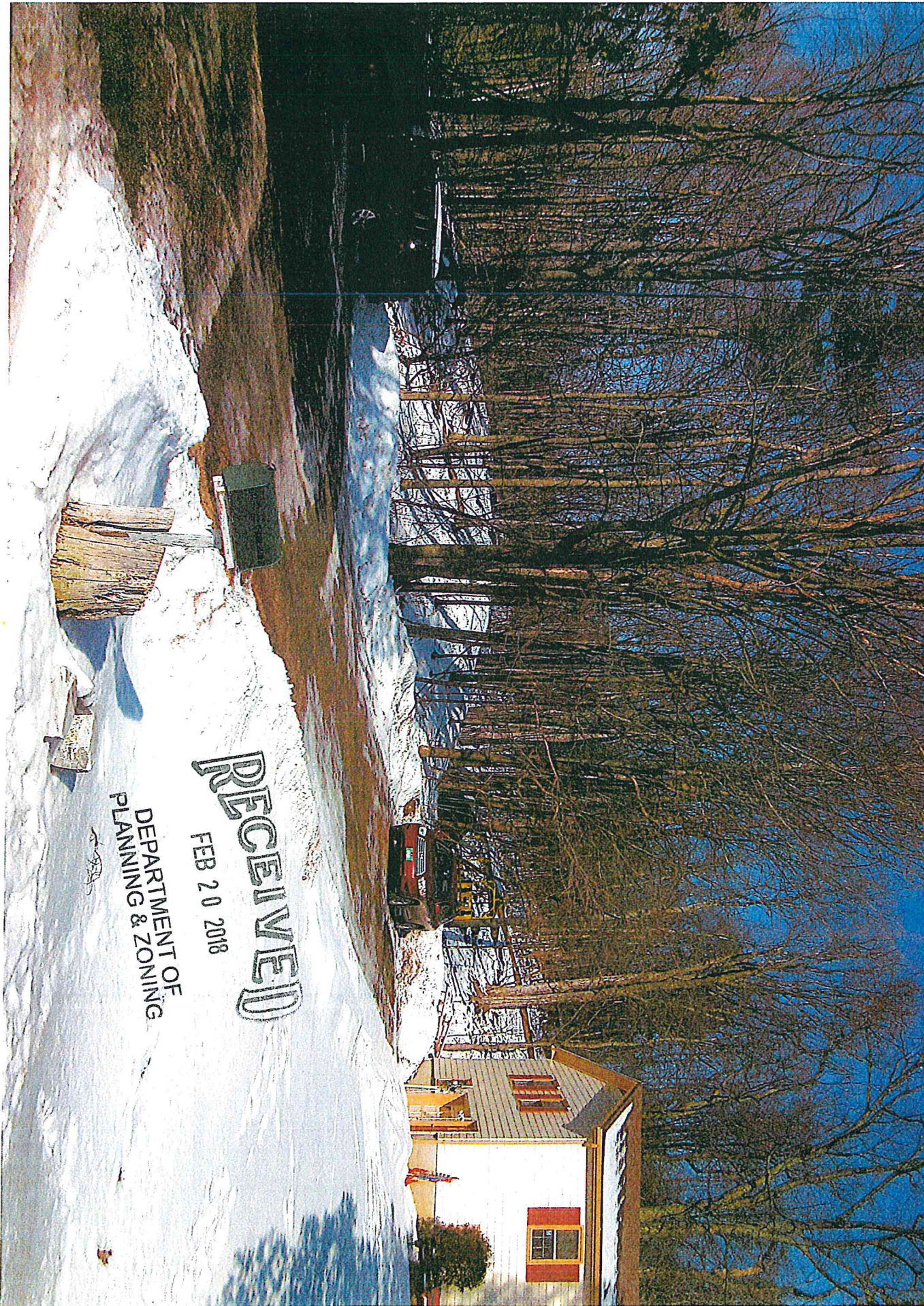


RECEIVED

FEB 20 2008

DEPARTMENT OF
PLANNING & ZONING

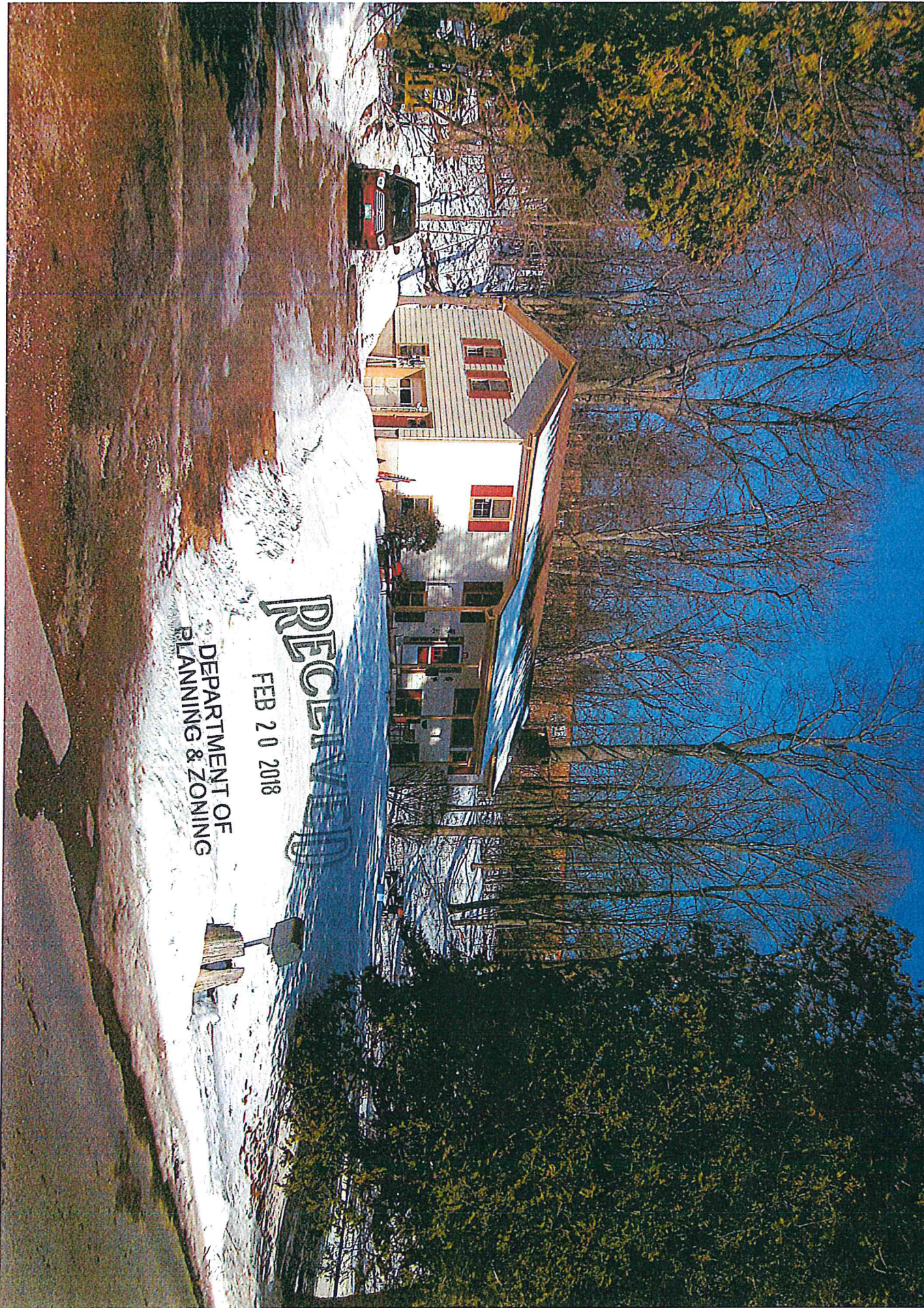




RECEIVED

FEB 20 2018

DEPARTMENT OF
PLANNING & ZONING



RECEIVED
FEB 20 2018
DEPARTMENT OF
PLANNING & ZONING



RECEIVED

FEB 20 2018

DEPARTMENT OF
PLANNING & ZONING

Department of Planning and Zoning

149 Church Street
Burlington, VT 05401
Telephone: (802) 865-7188
(802) 865-7195 (FAX)
(802) 865-7142 (TTY)

David White, AICP, Director
Meagan Tuttle, AICP, Comprehensive Planner
Jay Appleton, GIS Manager
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Ryan Morrison, Associate Planner
Anita Wade, Zoning Clerk
Layne Darfler, Planning Technician



TO: Development Review Board
FROM: Scott Gustin 
DATE: April 3, 2018
RE: 18-0703CA; 5 Rock Point Road

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: RCO-C Ward: 4N

Owner/Applicant: The Episcopal Diocese of Vermont

Request: Construct single family home and storage structure.

Applicable Regulations:

Article 2 (Administrative Mechanisms), Article 3 (Applications, Permits, and 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 approval to construct a new caretaker's residence and nearby storage structure. The proposed buildings are located far from any public street and are accessory components to the larger institutional use of the property as the headquarters of the Episcopal Diocese of Vermont.

The Episcopal Diocese of Vermont is a religious and educational institution and, therefore, is subject to only limited zoning review per 24 VSA, Sec. 4413, *Limitations on municipal bylaws*. This application may be reviewed only with respect to location, size, height, building bulk, yards, courts, setbacks, density of buildings, off-street parking, loading facilities, traffic, noise, lighting, landscaping, and screening requirements.

Previous zoning actions for this property are as follows:

- 8/11/17, Approval for trail improvements at Eagle Bay
- 2/12/16, Approval to construct pavilion in association with gardening program
- 8/8/14, Approval to erect a hoop house
- 10/22/12, Approval to demolish single family home
- 6/27/11, Approval to install egress windows
- 2/6/09, Approval to construct sugar house
- 10/3/06, Approval for A-frame awning
- 7/25/06, Approval to install HC access ramp
- 7/17/02, Approval to install standing seam pitched roof

- 4/13/02, Approval to install shed
- 6/15/00, Approval to replace hood/ventilation system
- 6/6/97, Approval to construct a deck and stairway
- 12/21/93, Approval to construct HC access ramp
- 6/2/92, Approval to construct sunroom
- 4/10/90, Approval to install fencing
- 3/24/88, Approval to construct an open-bay garage
- 7/18/86, Approval to construct a shed
- 4/5/81, Approval to construct an open air building
- 10/11/79, Approval to construct a conference center
- 7/27/79, Approval to construct above-ground pool
- 7/20/79, Approval to construct chimney
- 4/9/76, Approval to construct two small cottages

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

I. Findings

Article 2: Administrative Mechanisms

Sec. 2.7.8, Withhold Permit:

The subject property has a significant zoning permit history. Zoning certificates of occupancy have been required since July 13, 1989. About half of these previous zoning permits issued since 1989 lack their required certificates of occupancy. Per this criterion, these older zoning permits must be closed out with final certificates of occupancy prior to issuance of a certificate of occupancy for this new zoning permit. **(Affirmative finding as conditioned)**

Article 3: Applications, Permits, and Project Reviews

Part 3: Impact Fees

Sec. 3.3.2, Applicability

The new construction triggers applicability of impact fees. Impact fees must be paid on the net new square footage of the new home. **(Affirmative finding as conditioned)**

Article 4: Maps & Districts

Sec. 4.4.6, Recreation, Conservation, and Open Space Districts:

(a) Purpose

(3) RCO-Conservation (RCO-C)

The subject property is located in the RCO-C zone. This zone is intended primarily for conservation of the city's significant natural communities in their natural state. Indeed, much of the property is identified as a significant natural area in the Open Space Protection Plan; however, the proposed caretaker's home and associated storage building will not be located within a significant natural area. **(Affirmative finding)**

(b) Dimensional Standards & Density

Lot coverage is presently 4.4%. Addition of the two structures will result in less than 0.1% increase in lot coverage on this large parcel of land. It will remain below the 5% limit.

The property fronts on Institute Road. The minimum front yard setback is 15.’ The proposed structures comply with this setback. The parcel is about 1,000’ wide where the two structures will be built. The 10% minimum side yard setback is, therefore, about 100.’ As proposed, the two buildings will be more than 200’ from the nearer side property line. The property is about 2,570’ deep. The minimum required 25% rear yard setback is 643.’ As proposed, the buildings will be set some 1,600’ from the rear property line.

The proposed single story home is about 12’ tall to the midpoint of the roof rise. This height is below the 25’ height limit. Height of the proposed storage building is not evident and must be noted. Seemingly, the midpoint of its roof rise is also within the 25’ height limit. **(Affirmative finding as conditioned)**

(c) Permitted & Conditional Uses

The property is an educational and religious institution and may be regulated under local zoning only as outlined in 24 VSA, Sec. 4413, *Limitations on municipal bylaws*. **(Affirmative finding)**

(d) District Specific Regulations

Not applicable.

Article 5: Citywide General Regulations

Sec. 5.2.3, Lot Coverage Requirements

See Sec. 4.4.6 (b) above.

Sec. 5.2.4, Buildable Area Calculation

(Not applicable)

Sec. 5.2.5, Setbacks

See Sec. 4.4.6 (b) above.

Sec. 5.2.6, Building Height Limits

See Sec. 4.4.6 (b) above.

Sec. 5.2.7, Density and Intensity of Development Calculations

See Sec. 4.4.6 (b) above.

Sec. 5.5.1, Nuisance Regulations

Nothing in the proposal appears to result in creating a nuisance under this criterion. **(Affirmative finding)**

Sec. 5.5.2, Outdoor Lighting

New outdoor lighting is proposed and consists of building mounted fixtures to illuminate building entries. Locations are noted on the elevation plans. Fixture cutsheets have not been provided and must be in order to confirm compliance with applicable illumination standards. **(Affirmative finding as conditioned)**

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

(a) Protection of important natural features

As noted above, much of the property contains mapped significant natural areas and associated buffer zones. The proposed buildings will be set outside of any mapped significant natural area or buffer zone. The caretaker's residence will be set at the edge of a grassy playing field, and the storage building will be set next to an existing parking area. **(Affirmative finding)**

(b) Topographical alterations

Not applicable per 24 VSA, Sec. 4413.

(c) Protection of important public views

Not applicable per 24 VSA, Sec. 4413.

(d) Protection of important cultural resources

Not applicable per 24 VSA, Sec. 4413.

(e) Supporting the use of alternative energy

Not applicable per 24 VSA, Sec. 4413.

(f) Brownfield sites

Not applicable per 24 VSA, Sec. 4413.

(g) Provide for nature's events

As required, plans for erosion prevention and sediment control and for post construction stormwater management have been provided to the city's stormwater program staff. These plans have been reviewed and approved. **(Affirmative finding)**

(h) Building location and orientation

Not applicable per 24 VSA, Sec. 4413.

(i) Vehicular access

Not applicable per 24 VSA, Sec. 4413.

(j) Pedestrian access

Not applicable per 24 VSA, Sec. 4413.

(k) Accessibility for the handicapped

Not applicable per 24 VSA, Sec. 4413. Applicable accessibility requirements under the City's building code continue to apply. **(Affirmative finding as conditioned)**

(l) Parking and circulation

Parking and circulation are provided within the existing adjacent parking lot. No changes are proposed. **(Affirmative finding)**

(m) Landscaping, fences, and retaining walls

No new landscaping is proposed. Both structures will be set along the edge of a heavily wooded portion of the property. Some moderate clearing will be needed to accommodate the storage building. At least some basic plantings around the new caretaker's residence are recommended.

(Affirmative finding as conditioned)

(n) Public plazas and open space

No public plaza or open space is included or required in this proposal. **(Not applicable)**

(o) Outdoor lighting

See Sec. 5.5.2.

(p) Integrate infrastructure into the design

Utility lines serving the new home must be buried. No site-related infrastructure such as dumpsters or mechanical equipment is included in this application. **(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 buildings on the subject property vary greatly. As related to the adjacent residence, the proposed home is somewhat smaller but of similar massing and form. The proposed home is modest in appearance but incorporates a small front porch to accentuate its primary entry. Fenestration is consistent throughout and typical for a residence.

(Affirmative finding)

2. Roofs and Rooflines

Not applicable per 24 VSA, Sec. 4413.

3. Building Openings

Not applicable per 24 VSA, Sec. 4413.

(b) Protection of important architectural resources

Not applicable per 24 VSA, Sec. 4413.

(c) Protection of important public views

Not applicable per 24 VSA, Sec. 4413.

(d) Provide an active and inviting street edge

Not applicable per 24 VSA, Sec. 4413.

(e) Quality of materials

Not applicable per 24 VSA, Sec. 4413.

(f) Reduce energy utilization

Not applicable per 24 VSA, Sec. 4413.

(g) Make advertising features complimentary to the site

No advertising is included in this proposal. **(Not applicable)**

(h) Integrate infrastructure into the building design

No building- or roof-mounted equipment is included in this proposal. Utility meter locations are not evident on the building elevations. They must be depicted and screened. **(Affirmative finding as conditioned)**

(i) Make spaces safe and secure

The proposed building must comply with the city's current egress requirements. Building entries will be illuminated. **(Affirmative finding as conditioned)**

Article 8: Parking

Sec. 8.1.8, Minimum Off-Street Parking Requirements

The property is within the Neighborhood Parking District. As such, the new caretaker's residence requires 2 parking spaces. These spaces will be provided within the adjacent parking lot. **(Affirmative finding)**

II. Conditions of Approval

1. Per Sec. 2.7.8, all expired zoning permits still requiring certificates of occupancy must be closed out with final certificates of occupancy **prior to issuance of a certificate of occupancy** for this new zoning permit.
2. Prior to release of the zoning permit, revised plans containing the following shall be submitted, subject to staff review and approval:
 - a. Height of the storage building;
 - b. Outdoor lighting fixture cutsheets;
 - c. New landscape plantings around the proposed home; and,
 - d. Utility meter locations and related screening.
3. Utility lines serving the new home shall be buried.
4. At least **7 days prior to the issuance of a certificate of occupancy**, the applicant shall pay to the Planning & Zoning Department the impact fee as calculated by staff based on the net new square footage of the proposed residence.
5. 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.
6. Standard permit conditions 1-15.

Burlington Development Review Board

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Austin Hart
Brad Rabinowitz
Israel Smith
AJ LaRosa
Geoff Hand
Alexandra Zipparo
Samantha Tilton
Jim Drummond, (Alternate)
Vacant, (Alternate)



BURLINGTON DEVELOPMENT REVIEW BOARD Tuesday April 3rd, 2018, 5:00 PM Contois Auditorium, City Hall, 149 Church St, Burlington, VT Minutes

Board Members Present: A.Hart, A.LaRosa, G.Hand, A. Zipparo, J.Drummond alt.

Board Members Absent: B.Rabinowitz, S.Tilton

Staff Present: Scott Gustin, Mary O'Neil, Ryan Morrison, Layne Darfler

I. Agenda

No changes

II. Communications

No communications

III. Minutes

A.Hart: Minutes from the March 20th meeting will be discussed at the next deliberation

IV. Consent

1. 18-0703CA; Rock Point Rd (RCO, Ward 4N) Episcopal Diocese Of Vermont

Construct single family home and storage structure
(Project Manager: Scott Gustin)

A.Hart: Any board members object to consent
None

A.Hart: Are there any members of the public that wish to comment or have questions regarding the project?
None

A.Hart: Does the applicant have any questions or concerns about conditions or staff findings as presented?
None

A.Zipparo: Motion to approve and adopt staff findings and recommendations

G.Hand: Seconds the motion

5-0-0

2. 18-0718CA; 176 North Winooski Ave (NMU, 2C) Arthur Chukhman and Sarah Wittman

Third unit building addition to existing duplex.
(Property manager: Ryan Morrison)

A.Hart: Any board members object to consent
None

A.Hart: Are there any members of the public that wish to comment or have questions regarding the project?

None

A.Hart: Does the applicant have any questions or concerns about conditions or staff findings as presented?

None

A.LaRosa: Motion to approve and adopt staff findings and recommendations

G.Hand: Seconds the motion

5-0-0

3. 18-0700CA; 140 North Willard St (RL, 1E) John Magnant

Remove one story north addition and replace with two story. Requesting approval of vertical expansion within required setback.

(Project Manager: Mary O'Neil)

A.Hart: Any board members object to consent

None

A.Hart: Are there any members of the public that wish to comment or have questions regarding the project?

None

A.Hart: Does the applicant have any questions or concerns about conditions or staff findings as presented?

J.Magnant: Has some concerns regarding the pre-existing conditions and conditions set by staff for removal of items out of the setback; does not feel the conditions are appropriate for the scope of the project.

A.LaRosa: The conditions call for the removal of a shed and patio that are in the setback, did you put those in?

J.Magnant: No, they were there when property was purchased 40 years ago; the issue with the electric meter – everyone in the neighborhood has one in the same location with no screening required.

A.Hart: This side of the house is right against the fence?

J.Magnant: No there is a fence there

A.Hart: That screens from the street?

J.Magnant: partially

A.Hart: Understand that the basis for staff's findings and recommendation is that those sheds encroach into the setback and were never permitted. Is that factually accurate as far as you know?

J.Magnant: I don't know it was there when I bought the house; neighboring properties have sheds in the setback as well.

A.Hart: You're asking for an addition which allows us an opportunity to look at noncompliance and allows us to request the property be brought into compliance; you are also asking to extend vertically into the setback.

J.Magnant: Conditions of the lot are similar to neighboring properties

A.LaRosa: Mary when you conditioned did you know the sheds have been there for 37 years ago?

M.O'Neil: For Statute of limitations you have to prove they have been there continuously and the applicant did not provide evidence of their existence; failure to establish

A.LaRosa: Do you know what the setback was then?

M.O'Neil: No only permit is from later date

J.Drummond: One of the items is the concrete patio and the shed and neither have moved.

G.Hand: we don't have anything to disagree we just have no evidence of when they were installed

A.Hart: You testified it was there and hasn't changed it
J.Magnant: Could bring neighbors in, they were there when I bought it.
A.Hart: Dimensions of patio
J.Magnant: 12x20 slightly 'L' shaped; shown on site plan
A.Hart: shed dimensions
J.Magnant: 3x6 metal shed
M.O'Neil: 18 sqft shed; 216 sqft for patio
A.Hart: Closed the public hearing

V. Public Hearing

1. 18-0641CA/CU; 206 East Ave (RL, Ward 1E) 206 East Avenue LLC

Conditional use approval for the addition of a third residential unit to a two-unit structure, pursuant to CDO 4.4.5 (d) 5.A.

(Project Manager: Mary O'Neil)

A.LaRosa: Recused

A.Hart: Ask applicants and/or representatives to come forward

L.Murphy: asked for continuance due to staff comments they wanted to respond to; requested to bring into compliance a property that has been a 3 unit since 1983 there has been confusion about the approvals of that but it has been a duplex since 1993; staff comments stated record couldn't show it was duplex since 1962; we have supplied affidavits from residents in the neighborhood who are familiar with property being duplex since 1962; in past don't know if board needs to make policy judgment on how far back applicants have to go back.

A.Hart: 1962 and 1973 there was a duplex, no conflicting testimony

L.Murphy: 2010 / 2011 applicants came before the Board to turn to a 4 unit; withdrawn due to question of the 3rd unit being legal; applicant has been diligent about talking with staff about how to become legal 3 unit; believe application is complete and substantial enough to make it a legal 3 unit; disagree with how one calculates density- in this case because of the number of square footage if you use net density it turns out that the calculation would hit right on the 50% level- 3.5 rounding therefore to 4 units ; if there was one foot more it would have rounded down; regardless of that the City's Ordinance states in calculating density it shall be divided by the gross floor area; definition of gross floor area includes the street right of way- with that there is clearly enough space for the property to be a 3 unit. On Thursday night the planning commission is looking at changing this definition; right now it is gross and it should be net; this application is made at a time when the City Ordinance refers to gross and not net which makes their application valid.

A.Hart: Staff comments include gross square footage and it does include the right of way. Seems to apply more to a PUD and not one lot; maybe supports staffs interpretation in that this is supposed to apply to a large subdivision

L.Murphy: Disagree

A.Hart: It makes sense in a large subdivision; the question is if it fits with a single largely developed lot

M.O'Neil: base residential density 4.4.-5.2; would discount the method of basing density from the center of the road.

A.Hart: applicants in past have argued in terms of setback we should measure from center line of the street; absolutely not it would be a mess and inaccurate.

L.Murphy: setbacks measured from the street line not from the center line of the streets; issue is very specific ordinance provision is set forth in order to calculate density, incredibly complicated section; as of currently written court would say – gross floor area it does not say net it says gross and it says the right of way; if

would make a difference it is a minimal difference. Second issue is the clean hands concept; how else are you going to solve the problems; client has been trying for the last 7 years to solve the problem; site plan shows reduced lot coverage, reduced parking space. If we don't get approval than it leaves all of that stuff in place and serves no purpose; the unit has been there since 1983; this is not an area of single family dwellings, we need to find paths to allow applicants in this limbo created by the interpretations of uses and structures. Under current provision parking lot building can never be enforced against; can't use it because of use violation claim.

G.Hand: any examples of this definition of the past in terms of how it's been applied?

L.Murphy: There are a couple of cases but not sure if density came into play

G.Hand: Any guidance of how we dealt with that definition in the past?

M.O'Neil: Sections footnote is quite specific

A.Hart: Not consistent with character of the parking area; can you explain what is being done to improve that? Parking lot has expanded 3 or 4 times.

L.Murphy: When the garage with unit was built is when the parking was built; if you look at the plan there are 2 things in the back: a 17.25 foot section of parking will be removed, 1000 square foot of parking will go to green space; on the southern boundary there would be a strip of 2 feet wide 200 square foot being removed. The parking lot in front of the house would also be removed, 1300 square feet would turn into green space.

A.Hart: is that gravel or paved?

L.Murphy: paved

A.Hart: Frontage is all paved right up to the sidewalk

L.Murphy: yes, but being removed

G.Hand: Any reason for the parking arrangement?

L.Murphy: big tree in the middle, also because of the garage you still have to get into the front of the garage, but we want to preserve the green space in the middle

G.Hand: it appears out of context; parking seems overly dominant

L.Murphy: If you look at the adjacent houses it may be bigger but in context the co-housing community, centennial court, and Red Cross across the street; this would allow us to fall into the required lot coverage.

A.Hart: it is unfortunate that all of the parking is against the street and the sidewalk; expanded back instead of forward

J.Rippa: the parking in the back is from 1983 in front of the garage; the front area that you say is too much parking; we didn't mess with it because it was existing in the 1950's; it doesn't make that much difference

A.Hart: the ordinance requires parking to be in the back away from the street and sidewalk

L.Murphy: if the conditions of approval were to be that the parking spaces in front were to be relocated we can work with that; obviously there still needs to be a driveway from the road. Challenge would be trying to make the 35% lot coverage

K.Ellerman: don't see a lot of room for removal in the front, because you have to direct cars from curb cut to rear there is not a whole lot that can be done

L.Murphy: We could move curb cut to south side of property as well.

C.Long: applaud efforts of Planning and Zoning of bringing properties into compliance; bringing back green space.

S.Busher: property has been one of the things identified early on with zoning rewrite when walked the street and saw noncompliant properties; parking space in front yard right by front door; not sure how to substantiate the existence of a 3rd unit; found it interesting that they had testimony saying that there were existing:

parking spaces were needed to begin with; have a sea of parking in a pedestrian way; we try to funnel and define a narrow strip for street to parking transition; bothers to have openness around sea of concrete; if there is going to be a change the city and neighborhood should benefit. The number of spaces on the property need work; looking at properties to point to the reason why a tri plex is consistent with the development around; centennial court was legally negotiated; co-housing is a PUD large parcel of land and donation of open space given to centennial woods; process inclusive where there were many winners; there is always rational but that is not necessarily what you hang your hat on.

G.Hand: how does this definition been applied in the past; has staff applied that footnote to not include existing streets

M.O'Neil: yes base decisions on lot area no measurement to center line

K.McKegney: resident since 1993 no objection to the existing tri plex use with the proposed parking plan

M.O'Neil: Staff respond to materials submitted by attorney Murphy; staff has consistently applied lot are; page 5 of his submittal tri plex there since 1983; contradictory to 2 permits submitted to Planning and Zoning where they applied with statements of duplex

A.Hart: any position on how long it has been there?

M.O'Neil: reverse directory and occupancy there; affidavit provided familiarity; land transfers 1963 made by guardian; not confident the fellows were in the home at 1963

K.Sturtevant: deed of property; what is the lot? There is a deed that describes the property as lot of land with shed; clearly the street is not part of the lot; th lot is bound by the street, the provision that they cited is more specific under residential uses; regard to spaces and parking even under the proposal the parking does not comply with the Ordinance. Parking in front should be limited to 18 feet; From the Keating case it is clear that they can't use parking that is illegal as part of a request for further additional units.

L.Murphy: Mr.Rippa, as you are under oath can you tell the Board when the garage and 3rd unit were built?

J.Rippa: 1983

L.Murphy: Did you get a Certificate of Occupancy from the building inspector?

J.Rippa: Yes, inspector looked at everything including parking area.

L.Murphy: That is in City records?

J.Rippa: Yes

L.Murphy: in regards to land is bounded by the street right of way; the deed also says includes all pertinences with the property- property bounding of the street owns the fee title of the right of way; don't think the Keaton case is relevant; if there is not an approval where does that leave the city; the parking area in front of the house has been there for decades; the parking lot has been there since 1983; the City could take an enforcement action to prevent the use of the area above the garage to not be a living area, but that couldn't change the parking area; our goal is to be solution oriented and the solution is if they can come into compliance we can work with city on parking issues; if not everything stays the same and we're all in limbo again; issue is does this parking garage with the unit above it- does it have adverse effect on neighborhood; don't believe so. City needs to get to a point where these limbo properties can come to a resolution; because it doesn't serve anyone well. Inconsistency for statute of limitations for use doesn't solve anyone's problems. If the Board can find that the density based upon current ordinance says that the specific provision where you calculate density

G.Hand: in 1983 the garage was built and turned into the 3rd unit? Timeline of Zoning trade and code states zoning application was addition to duplex to be used as garage and living space; does not state unit just expansion of duplex.

J.Rippa: Got a zoning permit to add living space, left office and went to building inspector and listened to the inspectors design to make it a separate building; attaching would undermine the foundation because there is no footing; inspector directed him-there was no need to go back to zoning. Passed inspections. Lived there for good portion of adult life and property has not changed-everything original from 1983. Never applied for a 4th unit. Wanted to change garage to 2 more bedrooms and a fire escape. Working on this diligently since 2011; the affidavit from Martha Down is referring to fellows Jr who is alive and lives in Hardwick.

L.Murphy: 9 bedrooms therefor proposing 9 parking spaces

M.O'Neil: not certain when referring to the Keaton case- was Mr.Murphy involved in that case or not?

L.Murphy: I was involved

K.Ellerman: Case was about a structural nonconformance with a parking space- it was decided that the conditional use couldn't make use of a parking space that was illegal but it wasn't a situation where you had a site plan presented that could satisfy dimensional requirement as we have demonstrated here.

J.Rippa: when Sharon was talking about identifying properties not in compliance UVM had a bunch of students doing a project and trying to figure out what was and wasn't in compliance. Jeanne Francis wrote a letter stating parking lot was too big and the shed was removed.

A.Hart: what is the relevance?

J.Rippa: when Jeanne looked at the maps she was satisfied with is and agreed parking had not changed

A.Hart: Closed the public hearing

2. 18-0556DT; 21 Peru St (RH, Ward 3C) BPJS Management LLC

Appeal of affirmative finding regarding determination request of preexisting nonconforming use of dwelling for more than 4 unrelated adult occupants.
(Project Manager: Scott Gustin)

S.Gustin: Determination request relative to unrelated adult occupancy for a single dwelling unit 21 Peru street; Residential High Density zone; board has seen one other appeal in Residential Low and Residential Medium zone; in the Residential High density zone the punch line for unrelated adult is the date of December 2012; the idea is before that date there was no expressed limit. In December 2012 the limit came into effect; applicant is looking for determination to grandfather that occupancy; in the evidence submitted the number of adults has fluctuated and increased over time; the consistent number appeared to be 6 unrelated over that time; there is a gap of a year between May 25 2013 and June 1 2014 where occupancy dropped to 5; hence the staff report granted occupancy of 5 unrelated adults; since 2005 they have had at least 5 unrelated adults; there are standards for non-conformance generally and generally they can't be expanded; article 4 stated the criteria and this property does not appear to meet this criteria

M.Daly: the city has ruled that the property is grandfathered; at the time of December 2012 the prop was being used by more than 4 unrelated adults; arguing that there should not be a limitations the Ordinance does not express specificity; Bill Bissonette bought it with the understanding that her could have unrelated adults living there; it's a 7 bedroom home with adequate parking; argument is absent express language in respect to limits of unrelated adults the property should not be limited: in the alternative we would argue that the number

there is no basis for that- if you adopt a number it should be based on the usage in the express terms of the written lease agreement. Mr Bissonette has rented to 8 unrelated adults- no complaints or issues; prior to this proceeding Mr. Bissonette has entered into an agreement with 8 other unrelated adults starts June 1 expiring may 2019;

A.Hart: staffs position is based on non-conforming use as it's grandfathered but that could be abandoned; what is the reason behind the dates?

B.Bissonette: The structure dates with turnaround time figured in so most property owners do it at same level 4-5 day window then present space to new tenant;

M.Daly: leases each month, rent remains the same

B.Bissonette: from financial side we take total lease amount and divide it by 365 days

M.Daly: 12 month leases

A.LaRosa: are the number of unrelated adults right? How did they come to these numbers

M.Daly: those numbers are correct we provided the leases to Scott Gustin; as it exists now there are 7 rooms with 8 individuals living there

S.Gustin: the original 6 occupied June 1 – May 25 2013; 6 vacated property was not reoccupied by 6 again until June 1 2015

G.Hand: can you speak to the increase in number of occupants?

B.Bissonette: most real estate is in old north end; students have started to come into neighborhood more and more so this building is 1st acquisition in high density zone when bought; college rental business and it's a huge home and the 1st year rented it did really well but there were still open bedrooms. 5 or 6 kids on the lease, never had any noise complaints; the other couple of bedrooms were probably occupied by friends; one year there were a group of kids and a young couple that split a room and that's how we got 8 people in 7 rooms;

M.Daly: Supply and demand the house can accommodate that number of people; evolved over a 4 year period.

G.Hand: struggle with the concept of grandfathered at a date and then allowing for an expansion of the number; feels like what the ordinance is trying to protect against

M.Daly: it does accommodate the number that is there no problem with 7 bedrooms

B.Bissonette: practically speaking if you look at that building as an example, what ends up happening is the building across the street gets over occupied by students. Health safety and appearance issues is priority for us; working on updating exterior and parking; if there is not housing provided and not centralized than another house will do it.

C.Long: looked at 21 Peru Street when it was for sale in 201; listed as 2 bedroom single family house; was a very nice house; it is listed by assessors as an 8 room home—how is this 2 bedroom house now an 8 room house with 7 bedrooms; filed complain due to all of the cars in the front there used to be a single driveway to the garage; there is now a muddy parking lot with 6 or 7 cars parked. In 2011 the home was a 2 bedroom well-kept home and has since diminished and always has trash outside; tire ruts where the lawn used to be. Grandfathering –thought had to be 15 years- doesn't think this is appropriate. There are really large houses which this is not- this is a business model that some like but as a resident in Burlington we need to take care of our neighborhoods; if you go and look at the neighborhood before you make a decision; City is very generous to grandfather the use but there is not enough parking. Very negative use and effecting the neighborhood; deny appeal and concur with staff's recommendation.

S.Gustin: your email stated 4 bedrooms; but you state here 2

C.Long: the realtor that showed us said you could turn it to 4; the listing stated 2 bedroom

K.Sturtevant: Would like to echo staff's comments: interpretation of if it was grandfathered and if the number was 6 it could be any number---case law states with interpretation it can't lead to illogical result----interpretation that grandfathered in 2012 means that they can have any number is illogical

G.Hand: struggle with that position with after grandfather number that it could shrink from there; by taking that position are we telling people that they have to keep the number at 6 or can they fluctuate down then back to 5

S.Gustin: if you reduce the nonconformity we won't let it go back up unless it is within the same year; this is how we are working toward phasing out nonconformities

M.Daly: represented BPJS Management in 2011 when they purchased the property; former owners stated they raised 7 kids;

A.Hart: to clarify the ordinance specifically refers to unrelated adults not a family

M.Daly: We're not asking for absurd results; arguing that the ordinance is unclear. If the City wanted to express limits of unrelated adults the City would have clarified but they haven't.

K.Sturtevant: To be clear the Ordinance defines family and states the limitations to no more than 4 unrelated adults.

A.Hart: Closed the public hearing

3. 18-0692BA; 46 Cross Parkway (RL, Ward 4N) Ronald Koss and Carley Claghorn

Appeal of administrative denial to add a bathroom within the existing garage.
(Project Manager: Ryan Morrison)

G.Hand: Recused

R.Morrison: 46 Cross Parkway, currently has compliant parking; application is to fill in garage parking which puts them into noncompliance with parking; by adding bathroom in garage they render the parking space non-compliant; section 8.1.12 parking requirement states it shall not be in setback; city's interpretation on similar denial taken from 2015; appeal was submitted against staff's denial.

A.LaRosa: they are short here by 3 feet; minimum parking depth

R.Morrison: Depth needed is 18feet

A.LaRosa: in garage would be first space?

R.Morrison: If they shrunk the size of the bathroom and had the 18feet of space in the garage it would be compliant

J.Drummond: Usually in garage 20 feet is tight, we're going for the minimum parking space, rarely are garage spaces under 20 feet. You need space to get around the car.

A.LaRosa: Any lot coverage issues?

R.Morrison: Didn't review lot coverage as there was no change in the proposal.

C.Claghorn: started with parking that was complaint and want to become non-compliant; June 2017 the garage had been improved as a 3 season space; the sellers disclosure sheet had included the space had been permitted; plan was to improve upon conversion. The ordinance referenced made no sense to them; January we proposed to replace affixed wall with insulated overhead garage door so we could use space as desired and return the use of parking space. Felt inflexibility and proposed side by side parking. Believe we were being treated unfairly.

R.Koss: 2016 denial by DRB doesn't apply to our situation based on the denial

is not our situation' 8.1.12 the front yard restriction states you cannot park in your front yard- with one exception you can park in a single access curb or driveway 18 feet or less in width; as long as we don't park in yard we are allowed to park in driveway- 1st space has to be behind the setback; we ask Ryan to show us the ordinance where this is stated. It is not in the ordinance that we are being asked to adhere to it is an interpretation of the ordinance; the plan meaning of the ordinance should prevail- there is no contrary definition in the ordinance; we have 2 cars that fit on the property- we are being unfairly asked to comply with an interpretation; if they want to change 8.1.12 c to require the 1st spot has to be 18ft behind the setback than do it so we don't have to abide by unfair interpretations. Permitted by the city renovations/conversions that do not comply with the interpretations that are being imposed on us- we looked at 43 conversions and found 13 conversions that conflict with the interpretations that are being imposed on us.

A.Hart: don't want to spend time on other properties that are under other circumstances

C.Claghorn: Examples of how this is an unfair situation

A.Zipparo: Are these in your neighborhood?

C.Claghorn: most of them yes; this is the list of 43-13 permitted; when we first talked to Ryan we had found 12 that were in our neighborhood off the bat; 3 permitted the other were unpermitted. People have gone on to get permits; people were able to improve on their home but we are not

A.Hart: what if you put bathroom outside of garage and added on; trying to explore all the angles

C.Claghorn: that would be much more expensive; want to contain everything within the existing footprint; Ryan suggested to move garage door forward-builder quoted \$10k extra and would push current parking closer to the road; passed around information

A.Hart: are you going to walk through these, are you going to submit these?

C.Claghorn: not all of them, but I want to make comments on some; 85 Foster St was permitted in 2012 for conversion to living space, has no side yard to allow for side yard parking and has 2 side by side spaces

R.Morrison: just going back to initial conversation, found evidence of 3 permits that looked like it had an error but after revisiting them one was proper; 94 update changed a few things but no difference in code

C.Claghorn: 2016 34 Scarff Ave-demo garage for rear side addition; over required setback no side yard single access driveway; example of inconsistent permitting; 33 Farrington Parkway convert 2018 garage to living space- after the fact permitting. We bought a house that had a conversion underway; wanted to do everything the right way- no one ever mentioned this; it is not clear. Not changing the footprint not changing how we are parking currently.

R.Koss: city gives new permits despite the noncompliance

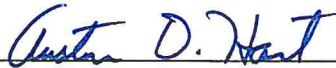
R.Morrison: there is no zoning permit evidence for garage conversion; appears to be a violation in submitted images; shows finished space no evidence of permitted change. Talked with appellants several times, not everything is black and white in the ordinance our job to interpret- recommended two alternatives -adding back and front under 6ft overhand

C.Claghorn: space unpermitted was not work that we did

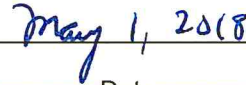
A.Hart: Closed Public Hearing

VI. Adjournment 7:13

A.Hart: Deliberation will be Monday at 5pm in Planning and Zoning
Meeting adjourned at 7:13 PM



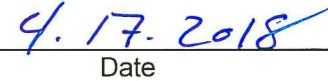
Austin D. Hart, Chair of Development Review Board



Date



L. Darfler, Planning Technician



Date

Plans may be viewed in the Planning and Zoning Office, (City Hall, 149 Church Street, Burlington), 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 Planning and 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/pz/drb/agendas or the office notice board, one week before the hearing for the order in which items will be heard.