

Burlington Development Review Board

149 Church Street, City Hall
Burlington, VT 05401

www.burlingtonvt.gov/pz/DRB

Telephone: (802) 865-7188

Fax (802) 865-7195

*Brad Rabinowitz
AJ LaRosa
Austin Hart
Springer Harris
Geoff Hand
Alexandra Zipparo
Samantha Tilton
Jim Drummond, (Alternate)
Zoraya Hightower, (Alternate)*



BURLINGTON DEVELOPMENT REVIEW BOARD

Tuesday February 5th, 2019, 5:00 PM

PUBLIC HEARING NOTICE

**The Burlington Development Review Board will hold a meeting on
Tuesday February 5th, 2019, at 5:00 PM in Contois Auditorium, City Hall.**

- 1. 19-0496CA/CU; 99 Rose St (RM, Ward 3C) Emily Hunter and Eric Perkins**
366s.f addition for Accessory Dwelling unit.
- 2. 19-0504CU; 49 Mansfield Ave (RL, Ward 1E) Nancy Kaplan 1998 Trust/ Andrew N. Raubvogel Living Trust**
Utilize one bedroom on first floor for short term rental

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).

Printed on 100% Recycled Paper

COVER SHEET

Date: January 22, 2019

From: Keith S. Aaron Westin Street Trust, Philip Aaron Trustee
[REDACTED]

To: Development Review Board

Att: Scott Gustin

e-mail: sgustion@burlingtonvt.gov

Hearing Date: February 5, 2019

Pages including cover 193

Subject: RESPONSE TO NOTICE OF VIOLATION

Attachments :

Response—pages 1 through 8

Exhibits “A” through K

Exhibit “L” Keith Aaron Aff. With Exhibits “A” through T

Exhibits “M” through S

Exhibit “T” Philip Aaron Aff. With Exhibit “P” and Philip Aaron Aff. With Exhibit U

Please confirm receipt

Thanks

Philip Aaron

APPELLANT'S MEMORANDUM IN SUPPORT OF APPEAL FROM
THE ADMINISTRATIVE NOTICE OF VIOLATION: REQUEST
15 WESTON STREET BE DEEMED A GRANDFATHERED
NON-CONFORMING USE

Keith S. Aaron Weston Street Trust, Philip Aaron, Trustee (Weston) now comes before the The Development Review Board (Board) pursuant to a Notice of Appeal from an Administrative Notice of Violation that a zoning violation exists at 15-17 Weston Street unit 1 (15 Weston) in that it is occupied by more than four (4) unrelated adults in an RL zone . A Copy of the Notice of Violation is attached hereto as Exhibit "A" and a copy of the Notice of Appeal is attached hereto as Exhibit "B"

THE VIOLATION

" Occupying unit 1 of structure with more than four unrelated adults in a RL zone, violation of The CDO Family Definition (Article 13)".

BASIS OF APPEAL

The Occupancy of 15 Weston Street by 5 unrelated adults, living as a "functional Family" in an unbroken chain for in excess of 34 years should be deemed a "Grandfathered nonconforming use" and the violation dismissed. The Violation is discriminatory: The Trust Purchased Weston in good faith in reliance upon Public Records and a physical inspection by Code Enforcement , hence, the City is estopped to issue The Violation: 15 Weston as hereinafter set forth has been occupied since 1985 by five (5) unrelated adults. (sometimes referred to herein as persons) in a continuous unbroken chain,

REQUEST BOARD RESERVE DECISION

(A) Appellant respectfully requests that any decision upon this Appeal be reserved until such time as The Court decides the case of In Re: Diemer Apartments, LL,C Docket No 2018-

340, now pending . The issues in that case are basically the same as the issues presented upon this Appeal to the Board. to wit: Whether the continues occupancy of 15 Weston Street by five (5) unrelated adults , living as a functional family for in in excess of fifteen (15) years is a “Grandfathered Non- Conforming Use”. A determination in that case will resolve the Issues before this Board, avoid further litigation , court time and cost and expense to both The Trust and City of Burlington.

(B) A Determination prior to a resolution of the issues by in Diemer places Appellant in a most untenable position: If the Board determines the Trust is in violation, then (unless stayed) it must cease renting 15 Weston as a five (5) bedroom to be occupied by five (5) unrelated adults. In event the Court determines the issues favorable to Diemer, Appellant will no longer have its :”Grandfathered Non-Conforming Use” status- the chain of occupancy will have been broken . Considering the fact, Aaron acted in good faith when it purchased Weston, and, except for this alleged violation, it is not knowingly in violation of any regulation, rule or ordinance of the City of Burlington , it will suffer an unfair and unjust result. It is urged any decision be reserved.

DEFINITION OF FUNCTIONAL FAMILY

Article 13 (b) a functional family unit as defined below in part provides:

“For purpose of this definition a family , a group of adults living together in a single dwelling unit and functioning as a family with respect to those characteristics that are consistent with the purposes of zoning restrictions in residential neighborhoods shall be regarded as a “functional family unit” and shall qualify as a family hereunder”

The occupants residing at 15 Weston Street in writing, in their Lease, made the following declaration;

34. Declaration of Functional Family Status: That tenants represent that they have known each other for at least one year prior to signing this lease, declare that they are a Functional Family Unit, shall reside a Functional Family Unit and intend to reside as a Functional Family Unit for an extended period of time. Tenants acknowledges that the City of Burlington prohibits more than four (4) unrelated persons from residing in the demised premises. (Tenants hereby acknowledge receipt of a copy of the Ordinance). Tenants represent and warrant to Landlord that only the persons named and designated in this lease shall reside at the demised premises. Each Tenant named and designated in this lease shall have a separate bedroom; and all other rooms in the demised premise shall be common space to be used by all Tenants. That the tenants further acknowledge that they shall live as a family, sharing one kitchen, and all expenses equally; maintain one household bank account for all household expenses, including but not limited to rent, food, utilities, telephone, rubbish removal and other household expenses; share in preparation, storage of food and eat together, use one telephone line, receive all mail at the premises in one mail box, there shall be no locks on any interior doors. Each functional family member shall give access to his or her vehicle's keys to the other functional family members so that vehicles can be moved See Keith Aaron Aff. Sworn to December 5, 2013, Exhibit U

THE VIOLATION AS TO WESTON IS DISCRIMINATORY

The issuance of The Violation to Weston is discriminatory. There are numerous other properties within the district that have not been issued violations and allowed to maintain occupancy by more than four (4) unrelated adults The City by virtue of the annual rent registrations, is aware of each property that is in violation. All properties should be cited, not just Weston and a few others similarly situated. It is urged that this is another compelling reason to reserve decision. Further, in its application the alleged Violation violates the 14th Amendment to the United States Constitution, as enforcement constitutes unequal protection of the law and The Common Benefits Clause of the Constitution of the State of Vermont, Chapter 1, Article 7.

ENFORCEMENT VIOLATES 24 V.S.A.4454

Although Appellant acknowledges that the Environmental Court has held in substance that 24 V.S.A.4454 is not applicable, Appellant respectfully believes holding is not in keeping with the intent of the Legislature and is subject to the pending Appeal in In Re Diemer. Thus, providing

another reason for this Board to reserve decision.

THE ADOPTION OF A CHANGE IN ZONE IS ARBITRARY, CAPRICIOUS AND UNREASONABLE

The change and adoption of the Zone to 4RL in light of the number of units in the district that were occupied at the time of the change and are presently occupied by more than four unrelated adults was arbitrary, capricious and unreasonable. Among other things, it failed to take into consideration the housing needs of the person who would be displaced by the change of zone, the economic loss to property owners effected by the change, and the character of the neighborhood, the number of units occupied by five (5) unrelated adults . As aforesaid, until there is a resolution of the issues in the Diemer case, the violation should be dismissed . If the court up holds the position of the City it is free to issue a new violation. No rights will be jeopardized .

SUMMARY OF THE FACTS

By Warranty deed dated October 20, 2000 Keith Aaron transferred Weston to The Trust . At the time Keith Aaron purchased the property, December 12, 1995, and at the time of its transfer to the Trust, Weston was a triplex, consisting of a 5-bedroom unit occupied by five unrelated person (15 Weston); two 1-bedroom units, (17 Weston Street) . See Keith Aff. Exhibit "L" In a Memorandum date July 25, 1994, the Zoning Board of Adjustment in its comments acknowledged that originally Weston was a duplex, and a third unit was approved prior to 1973. In that same comment the Zoning Board acknowledged one on the units was a 5 bedroom. Hence the existence as a 5-bedroom existed prior to 1973. It appears, that although the Zoning Board did not refer to occupancy, from the records of the Department of Public Works, one can draw

the conclusion that if there exists 5 bedrooms is was occupied by five (5) persons in 1972. See Exhibit "C". (The entire minute part of Keith Aaron Aff. Exhibit "L") Appellant acknowledges that the use by five (5) unrelated adults may not have existed in December 1970. Hence a request is made that 15 Weston be deemed a "Grandfathered Non-Conforming Use". Aaron prior to purchasing Weston Street, retained an Attorney, who on it's behalf did a due diligence search as to the use and occupancy of the premises. Code Enforcement., although it required that a fourth unit located in the basement be removed, which it was, did not was raise an issue concerning the fact Weston had a 5-bedroom unit occupied by five (5) unrelated adults. A rental registration acknowledging occupancy by five (5) adults was a of the public record. A search of the records of the City of Burlington did not turn up any violation regarding occupancy. The occupancy by five (5) unrelated adults was in open and visible to all observers. Weston is in alleged violation only by virtue of a change in zone that occurred years after it purchased Weston and subsequent "case law" which is subject to a pending appeal.

THE TRUST PURCHASED THE PROPERTY IN GOOD FAITH: THE TRUST IS ENTITLED TO THE BENEFIT OF THE THEORY OF ESTOPPEL: THE CHANGE OF ZONE IS AN EX POST FACTO LAW DETRIMENTAL TO APPELLANT

Neither Aaron or The Trust did converted 15 Weston to a five (5) bedroom after it purchased Weston. Relying on a due diligence search, the public records that there was no record of a use violation and the physical property investigation prior to Purchase by Code Enforcement, purchased Weston in good faith. The configuration of 15 Weston as a five (5) bedroom occupied by five (5) unrelated adults was never an issue until there was a use change in the District to four (4) person . Although Appellant acknowledges that estoppel is rarely used in cases of this type, the facts are compelling that the City is Estopped from seeking to enforce the alleged Violation.

All the elements are present

(1) the party to be estopped must know the facts (The occupancy was open, visible and the occupancy was a public record-registration) (2) The party being estopped must intend that his conduct shall be acted upon or the acts must be such that the party asserting estoppel has a right to believe it is so intended (Appellant requested the physical inspection to insure the property was in compliance- the 4th unit was removed. Code Enforcement obviously was aware Appellant having requested the inspection, was relying upon the findings) (3) the party asserting estoppel must be ignorant of the true facts (Clearly, Appellant having done its due diligence, including a visual inspection which caused a fourth illegal unit to be removed was ignorant of the "true facts" Most important is the fact the issue at hand could not have been known to Appellant at the time of purchase because the change of zone and subsequent case law occurred after purchase- ex post facto law.) ; and (4) the party asserting estoppel must rely to his or her detriment on the estopped party's former conduct. (What is obvious is that had Appellant been aware 15 Weston as a five (5) bedroom was not a permitted use it would not purchased the property. It would have not been economical feasible- The oddity is the events that justify the City's position were "created" after purchase) .

OCCUPANCY HISTORY OF 15 WESTON BY FIVE (5) UNRELATED ADULTS

Chronology: The following documentation establishes that from 1985 to the date of this hearing

15 Weston has been occupied by five unrelated adults in a continuous and unbroken chain living together as a functional family.

- 1- Weston was purchased on June 19, 1979 by John Korpos and Dolores Korpos (Korpos) from John M. Gazo and Sandra L Gazo . See Deed Exhibit " D". The Gazo Family lived at Weston prior to its sale
- 2- Korpos by Deed Date April 1, 1985, Exhibit "E" sold Weston to Paul Mayer and Karen . Mayer (Mayer). Mayer prior to purchasing Weston investigated the occupancy and found it occupied by five (5) unrelated persons. From the date Mayer purchased the property to the date he sold it, January 15, 1987, to Douglas Lombard and Grayce Lombard (Lombard) 15 Weston Street was occupied by and leased to five (5) unrelated persons. See Mayer Affidavit Exhibit " F" . At the very least 15 Weston from 1985 to the date of this Hearing has been occupied by five (5) unrelated persons, thirty-four (34) years , See Affs. of Philip Aaron sworn December 2, 2013 Exhibit "T" and January 2019. Exhibit "M".
- 3- Mayer by Deed dated January 30, 1987, Exhibit "G" sold Weston to Douglas A. Lombard and Grayce B. Lombard (Lombard). As more fully set forth in the Lombard Affidavit, Exhibit "H" 15 Weston was occupied by five (5) unrelated persons. Lombard in an unbroken chain continued to lease 15 Weston to five (5) unrelated persons .(Par 5- Lombard Affidavit). See Lease Exhibit C to Lombard Aff sworn to November 14. 2013. See 1993 Rental Unit Information Exhibit "I."

4- Lombard by Deed dated December 12, 1995 , Exhibit "J" sold Weston to Keith Aaron. (Aaron) . Aaron by Deed dated October 20, 2000 , Exhibit "K", transferred Weston to the Trust. As more fully set forth in the Keith Aaron Affidavit, Exhibit "L", sworn to December 5, 2013 and the Affidavit of Philip Aaron, Trustee Exhibit "M" , sworn to January 18, 2019, 15 Weston has in an unbroken chain been continuously occupied by five (5) unrelated adults living as a functional family, each person having their own bedroom, and sharing the common areas: to wit: Living Room, kitchen, Bathroom , along with all household expenses including, but not limited to rent and utilities.

5- Affidavits establishing occupancy of 15 Weston by five unrelated persons for in excess of fifteen (15) years living as a functional family.

- (a)- Affidavit of Kristin Godsey sworn to March 25, 2014: former tenant Exhibit "N"
- (b)- Affidavit of Brian Libby sworn to February 10, 2015: former tenant Exhibit "O"
- (c)- Affidavit of Kurt Fasser sworn to March 11, 2014 : Contractor Exhibit "P"
- (d) – Shannon Tomasvich sworn to March 31, 2014: Contractor Exhibit "Q"
- (d) – Stephanie Barrett sworn to March 12, 2014: Trusts Bookkeeper Exhibit "R"
- (e)- Leon L. Beliveau sworn to November 18, 2013; Real Estate Broker. Exhibit "S"

6- Affidavit of Philip Aaron Trustee sworn to December 2, 2013 and Affidavit of Philip Aaron, Trustee sworn to January 18 2019, Exhibit "T" verifying that the 2003 registration which listed 15 Weston Street as having four (4) occupants was subsequently corrected to set forth there was five (5) occupants. The Affidavit also updates the prior December 2, 2013 affidavit to the date of this Hearing .Trustee Aaron establish that subsequent to December 2. 2013 15 Weston was consciously occupied in an unbroken chain by five (5) unrelated persons, living together as functional family.

7- Exhibit "U" Rental Registrations covering the period 2014 to 2018. Prior Rental

Registrations are attached as Exhibit "P" to the Affidavit of Keith Aaron. The Rental

Registration for 2008 is also made part of Exhibit "U".

SUMMARY

The Exhibits establish, without question, that 15 Weston, from the time it was acquired by Mayer to the date of this Hearing was occupied by five (5) unrelated persons living as a functional family in an unbroken chain for thirty -four years.

WHEREFORE:

Appellant respectfully requests that the Violation be dismissed, and 15 Weston granted the status as a “ Grandfathered as a Non-Conforming Use” .

Dated: January 20, 2019

Respectfully Submitted

Keith S. Aaron Weston Street Trust, Philip Aaron Trustee

By _____
Philip Aaron, Trustee

EXHIBIT A

**CODE ENFORCEMENT OFFICE**

645A Pine St, PO Box 849

Burlington, VT 05402-0849

VOICE (802) 863-0442**FAX: (802) 652-4221**NOTICE OF ZONING VIOLATION (NOV 345151)

October 30, 2018

MAILED CERTIFIED AND FIRST CLASS MAIL

WESTON STREET TRUST
c/o Count on It Business Services
5 LIME ROCK RD
SO BURLINGTON, VT 05403-5836

NOTICE OF VIOLATION AT:
15-17 WESTON STREET, BURLINGTON, VT

TAX LOT #045-1-239-000

Dear Owners:

It has come to the attention of this office that a zoning violation exists at 15-17 Weston Street.

Description of Violation: Occupying unit 1 of structure with more than four unrelated adults in an RL zone, violation of the CDO Family Definition (Article 13).

Burlington Comprehensive Development Ordinance (CDO) Article(s): 2, 3, 5, 12, 13 and 24 VSA §4451.

Please be advised that violations of the CDO are subject to fines of up to two hundred dollars (\$200.00) for each day that a violation continues. You may submit an application to attempt correction of the violation, however, be advised application and filing fees are subject to a fee increase for permits required to correct a violation.

This correspondence serves as a formal notice of a zoning violation pursuant to 24 V.S.A §4451. You have seven (7) days from receipt of this notice to cure the referenced violation. Additional warnings for the violation are not required and will not be forthcoming. In the event that the violation is not cured or remedied as provided for in this notice, the City will pursue enforcement of the violation as provided for by law.

This Notice of Violation (NOV) may be appealed to the Burlington Development Review Board in accordance with the provisions of CDO Sections 2.7.12 and 12.2.2 provided that such appeal is filed within fifteen (15) days of the date of this NOV October 22, 2018, and accompanied by the appropriate fee in accordance with Sec. 3.2.4(a) of the CDO. Appeal fee and complete application shall be filed with the City's Planning and Zoning Office (City Hall, 149 Church Street) **by 4 pm on November 16, 2018**; an appeal shall not be perfected until the fee is received.

If you have any questions, please call Jeanne at (802) 864-8518.

Sincerely,

David E. White
Zoning Administrative Officer

Sincerely,

Jeanne Francis
Asst. Zoning Administrative Officer/
Code Compliance and Enforcement

Enclosures: Violation Details

VIOLATION DETAILS

LOCATION: 15-17 WESTON STREET

DECISION DATE: October 30, 2018

VIOLATION DESCRIPTION: Occupying unit 1 of structure with more than four unrelated adults in an RL zone, violation of the CDO Family Definition (Article 13).

- FINDINGS:**
- On December 29, 2017 the City's Code Enforcement Office mailed a notification letter to owners of 15-17 Weston Street for alleged violations at the Property which included "*occupying a unit with more than four unrelated adults in an RL Zone*".
 - December 29, 2017 Code Enforcement Director William Ward sent an e-mail to the property manager, Keith Aaron, asking Mr. Aaron to schedule an inspection at 15-17 Weston Street Unit #1 to address the "*more than 4 unrelated adults*" complaint. Owner Phil Aaron responded on January 3, 2018 noting the "*more than 4 unrelated adults*" issue was previously investigated and considered grandfathered.
 - January 8, 2018 Mr. Ward sent Owner a response e-mail informing him that the documents submitted in 2013, in response to a similar complaint, suggest there is an apartment with 5 bedrooms at 15-17 Weston, but the number of occupants was not addressed. Mr. Ward recommended that the Owner prepare additional documents to demonstrate a *preexisting non-conforming use* and submit those documents to the City's Zoning Administrator (Planning/Zoning Office located at City Hall) requesting a use determination.
 - January 9, 2018 Owner responded to the December 29, 2017 notification letter, in writing, stating that they believed Property has already been grandfathered and requested an extension date to respond to the alleged violation until March 2018.
 - February 6, 2018 Mr. Ward responded to the Owner's January 9, 2018 letter and granted Owner's request to extend the December 29, 2017 notification letter response time to March 2018. Mr. Ward reminded Owner that the legal standard for the Zoning Administrator to acknowledge a grandfathering use would require the Owner to demonstrate there was a preexisting nonconforming use occurring at Property Unit 1, prior to December 1970.
 - February 20, 2018 Mr. Ward sent an e-mail to Owner clarifying the extension date to respond to the allegation that *more than 4 unrelated adults residing in unit 1 of Property* is March 15, 2018.
 - March 2, 2018 Owner's attorney, Attorney David Greenberg, submitted a letter to Code Enforcement Office asking the City to delay any enforcement action until April 16, 2018 due to his need to speak with his client who was currently out of state.
 - March 7, 2018 David Greenberg's staff reviewed the Enforcement File at the Code Enforcement Office; in particular, prior paperwork Owner submitted in 2013, to the City of Burlington, regarding occupancy of Property, Unit 1.
 - March 28, 2018 Owner submitted a rental registration form to the Code Enforcement Office noting 5 occupants in Unit 1 of Property.
 - June 25, 2018 Mr. Ward sent an e-mail message to Owner, Phil Aaron, and Property Manager, Keith Aaron, informing them that "the Enforcement Group discussed the

use complaint again and noted Owner had not responded to correspondence from Owner since April 2018. The Enforcement Team decided to move forward as though there is a continuing violation. The group would reconsider further action if an application/determination request was received by the City's Planning and Zoning Office.

REMEDY
OPTIONS:

Within seven (7) days from receipt of this notice you may cure the violation by:

1. Complying with Article 13 of CDO Family Definition and reduce number of unrelated adults in Unit of Property to four or less. You must inform the Code Enforcement Office when the violation has been corrected so our office may verify compliance; or
2. Pre-existing use. Request the Zoning Administrator to acknowledge a pre-existing nonconforming occupancy use at Property Unit #1 prior to December 1970.
3. Obtaining after-the-fact zoning approval for a Functional Family Use or Conditional Use relating to a greater number of unrelated individuals residing in a dwelling unit within RL District. Permit application fee is doubled if complete application is submitted within seven days from receipt of the NOV, tripled if a complete application is submitted 7-15 days from receipt of the NOV, or triple plus \$75 per hour of Code Enforcement staff time (up to \$500) if a completed application is submitted after 15 days from date of NOV receipt. See CDO Section 2.7.8. PLEASE NOTE: If the zoning permit request is denied, the violation is NOT cured. Owner shall be required to remove the violation as noted in #1 above or request an agreement as noted in #3 below within five (5) business days from date of the permit denial to remedy the violation; or
4. Executing an Agreement with the City of Burlington outlining an agreed upon timeline in which to cure the violations noted above by November 16, 2018; administrative fees required.

APPEAL RIGHTS:

You have the right to appeal a decision that a zoning violation exists on your property to the Development Review Board in accordance with the provisions of Articles 2.7.12 and 12.2.2 of the CDO within fifteen (15) days from the date of this notice. The deadline for filing an appeal is 4 pm on Monday, November 16, 2018. You may submit a complete application with ZV# and appropriate fee to the Department of Planning and Zoning, accompanied by a memo stating the ZV#, the owner's name and address, a brief description of the property with respect to which the appeal is taken, a reference to the regulatory provisions applicable to that appeal, the relief you are requesting, and the alleged grounds why such relief is believed proper under the circumstances. Failure to appeal constitutes admission that the violation exists, and the decision of the enforcement officer shall be binding 24 V.S.A §4472(d).

REGULATION
CITATION:

CDO Article(s): 2, 3, 5, 12, 13 and 24 VSA §4451

RENTAL REGISTRATION INFORMATION FORM

USE A SEPARATE SHEET FOR EACH PROPERTY. Additional sheets at:
www.burlingtonvt.gov/CodeEnforcement/Forms

The following information is required by law. Please list your residential rental property with unit information below.
 Property Location Address: 15-17 Weston Is this property exempt from the rental registration fee? Y / N

Maximum number of allowed on-site parking spaces: 6 Number of vehicles currently used by residents: 6

Is this property heated by a central heating system, or by a heating system in each apartment? Y / N Central Heating

List each unit number or letter	Is this unit a rental? Y or N	# of rooms (do not count bathrooms)	# of bedrooms (studios & efficiencies put a 0 in box below)	# of bathrooms	Current number of residents	Maximum # of residents allowed on lease	If more than 4 unrelated adults, has functional family ^a status been claimed? Y or N	Is the unit accessible persons w/ disabilities Y or N
1	Y	7	5	1	5	5	Y	2
2	Y	2	0	1	2	2	N	2
3	Y	3	1	1	2	2	N	2

^a A property is fee exempt if it is used as a registered non-profit + Continue on additional sheets as needed.

^a Functional family status defined in Appendix A Article 13 of Burlington City Ordinance.

EXHIBIT B



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

RECEIVED
NOV 09 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: 15-17 Weston Street, Burlington VT, 05401

Subject Property Owner: Keith S. Aaron Weston Street Trust, Philip Aaron, trustee

Appellant: Keith S. Aaron Weston Street Trust, Philip Aaron trustee

Agent/Representative: Philip Aaron

Mailing Address: c/o Court-on-it business Ser. 6 Lime Rock Road

City, St, Zip: South Burlington, Vermont, 05403

Day Phone: [REDACTED]

Email: [REDACTED]

Appellant Signature: [Signature]

Date: 11/19/2015

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

- ☒ The Appeal fee of \$250;
- ☒ Description of the decision under appeal; - See attached
- ☒ Description of the property subject to the appeal; - See attached
- ☒ Reference to the regulatory provisions applicable to the appeal; 24 V.S.A. 5445(a).
- ☒ Relief requested by the appellant; - see attached
- ☒ Alleged grounds why such requested relief is believed proper under the circumstances.
see attached

Office Use Only:

Check No.

Amount Paid

Zoning Permit #

"B"



Decision Subject
To Appeal

CODE ENFORCEMENT OFFICE

645A Pine St, PO Box 849
Burlington, VT 05402-0849

VOICE (802) 863-0442
FAX (802) 652-4227

RECEIVED

NOV 09 2018

**NOTICE OF ZONING VIOLATION (NOV 345151) DEPARTMENT OF
PLANNING & ZONING**

October 30, 2018

MAILED CERTIFIED AND FIRST CLASS MAIL

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c/o Count on It Business Services
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SO BURLINGTON, VT 05403-5836

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David E. White
Zoning Administrative Officer

Sincerely,

Jeanne Francis
Asst. Zoning Administrative Officer/
Code Compliance and Enforcement

Enclosures: Violation Details

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 - January 9, 2018 Owner responded to the December 29, 2017 notification letter, in writing, stating that they believed Property has already been grandfathered and requested an extension date to respond to the alleged violation until March 2018.
 - February 6, 2018 Mr. Ward responded to the Owner's January 9, 2018 letter and granted Owner's request to extend the December 29, 2017 notification letter response time to March 2018. Mr. Ward reminded Owner that the legal standard for the Zoning Administrator to acknowledge a grandfathering use would require the Owner to demonstrate there was a preexisting nonconforming use occurring at Property Unit 1, prior to December 1970.
 - February 20, 2018 Mr. Ward sent an e-mail to Owner clarifying the extension date to respond to the allegation that *more than 4 unrelated adults residing in unit 1 of Property* is March 15, 2018.
 - March 2, 2018 Owner's attorney, Attorney David Greenberg, submitted a letter to Code Enforcement Office asking the City to delay any enforcement action until April 16, 2018 due to his need to speak with his client who was currently out of state.
 - March 7, 2018 David Greenberg's staff reviewed the Enforcement File at the Code Enforcement Office; in particular, prior paperwork Owner submitted in 2013, to the City of Burlington, regarding occupancy of Property, Unit 1.
 - March 28, 2018 Owner submitted a rental registration form to the Code Enforcement Office noting 5 occupants in Unit 1 of Property.
 - June 25, 2018 Mr. Ward sent an e-mail message to Owner, Phil Aaron, and Property Manager, Keith Aaron, informing them that "the Enforcement Group discussed the

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October 30, 2018
Page 3 of 4DEPARTMENT OF
PLANNING & ZONING

use complaint again and noted Owner had not responded to correspondence from Owner since April 2018. The Enforcement Team decided to move forward as though there is a continuing violation. The group would reconsider further action if an application/determination request was received by the City's Planning and Zoning Office.

REMEDY OPTIONS: Within seven (7) days from receipt of this notice you may cure the violation by:

1. **Complying with Article 13 of CDO Family Definition** and reduce number of unrelated adults in Unit of Property to four or less. You must inform the Code Enforcement Office when the violation has been corrected so our office may verify compliance; or
2. **Pre-existing use.** Request the Zoning Administrator to acknowledge a pre-existing nonconforming occupancy use at Property Unit #1 prior to December 1970.
3. **Obtaining after-the-fact zoning approval** for a Functional Family Use or Conditional Use relating to a greater number of unrelated individuals residing in a dwelling unit within RL District. Permit application fee is doubled if complete application is submitted within seven days from receipt of the NOV, tripled if a complete application is submitted 7-15 days from receipt of the NOV, or triple plus \$75 per hour of Code Enforcement staff time (up to \$500) if a completed application is submitted after 15 days from date of NOV receipt. See CDO Section 2.7.8. **PLEASE NOTE:** If the zoning permit request is denied, the violation is NOT cured. Owner shall be required to remove the violation as noted in #1 above or request an agreement as noted in #3 below within five (5) business days from date of the permit denial to remedy the violation; or
4. **Executing an Agreement** with the City of Burlington outlining an agreed upon timeline in which to cure the violations noted above by November 16, 2018; administrative fees required.

APPEAL RIGHTS: You have the right to appeal a decision that a zoning violation exists on your property to the Development Review Board in accordance with the provisions of Articles 2.7.12 and 12.2.2 of the CDO within fifteen (15) days **from the date of this notice**. **The deadline for filing an appeal is 4 pm on Monday, November 16, 2018.** You may submit a complete application with ZV# and appropriate fee to the Department of Planning and Zoning, accompanied by a memo stating the ZV#, the owner's name and address, a brief description of the property with respect to which the appeal is taken, a reference to the regulatory provisions applicable to that appeal, the relief you are requesting, and the alleged grounds why such relief is believed proper under the circumstances. *Failure to appeal constitutes admission that the violation exists, and the decision of the enforcement officer shall be binding 24 V.S.A §4472(d).*

REGULATION CITATION: CDO Article(s): 2, 3, 5, 12, 13 and 24 VSA §4451

October 30, 2018

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DEPARTMENT OF
PLANNING & ZONING

RENTAL REGISTRATION INFORMATION FORM

USE A SEPARATE SHEET FOR EACH PROPERTY. Additional sheets at:

www.burlingtonvt.gov/CodeEnforcement/Forms

The following information is required by law. Please list your residential rental property with unit information below.

Property Location Address: 15-17 Weston Is this property exempt from the rental registration fee? Y / N
Maximum number of allowed on-site parking spaces: 6 Number of vehicles currently used by residents: 6

Is this property heated by a central heating system, or by a heating system in each apartment? Y / N Central Heat

List each unit number or letter	Is this unit a rental? Y or N	# of rooms (do not count bathrooms)	# of bedrooms (studios & efficiencies put a 0 in box below)	# of bathrooms	Current number of residents	Maximum # of residents allowed on lease	If more than 4 unrelated adults, has functional family [^] status been claimed? Y or N	Is the unit accessible persons w/ disabilities Y or N
1	Y	7	5	1	5	5	Y	2
2	Y	2	0	1	2	2	N	N
3	Y	3	1	1	2	2	N	N

* A property is fee exempt if it is used as a registered non-profit + Continue on additional sheets as needed.

[^] Functional family status defined in Appendix A Article 13 of Burlington City Ordinance.

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EXHIBIT 1 - PROPERTY DESCRIPTION DEPARTMENT OF
PLANNING & ZONING

A parcel of land with buildings thereon located on the west side of Weston Street and numbered #15-#17 thereon, and being all of Lot No. 14 as laid out on a Plan of Lands recorded at Volume 28, Page 513 of the Land Records of the City of Burlington, and having a frontage of fifty (50) feet, more or less, and a depth of one hundred fifty (150) feet, more or less, EXCEPT a two-foot strip of land conveyed by M. Craig McKee and Milia B. McKee to Rene and Marie J. Bonnette by deed dated September 22, 1967, of record in Volume 184 at Page 720 of the Burlington City Land Records.

Being all and the same lands and premises conveyed to Keith Aaron by Warranty Deed of Douglas A. Lombard and Grayce B. Lombard dated December 12, 1995, of record in Volume 536 at Page 493 of the Land Records of the City of Burlington.

Reference is hereby made to the aforementioned instruments, the records thereof, and the references therein contained, all in further aid of this description.

Relief Requested by the appellant

Issuance of a permit to use 15-17 Weston street by five (5) unrelated individual living as a functional family

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PLANNING & ZONING

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Alleged grounds why such requested relief is believed proper under the circumstances

NOV 6 9 2018

DEPARTMENT OF
PLANNING & ZONING

- 1- The Premise are not in violation as set forth in the notice of zoning violation attached hereto
- 2- The premises prior to the change in zone (RL District) was and has been in continuous and unbroken use by five ((5) unrelated individuals living together as a Functional Family; and hence it should be granted "after -the-fact-zoning approval and granted a permit to continue said use.
- 3- Discriminatory enforcement of the Zoning in the RL District in that 15-17 Weston Street has been issued an alleged violation whereas other properties are permitted to continue to be used for five (5) or more unrelated individual
- 4- At the time the property was purchased and for some time prior to the zoning change, it was used for occupancy by five (5) unrelated individuals living a as functional family. Enforcement of the violation, and refusal to grant a permit to use 15-17 Weston for five (5) unrelated individuals living as a functional family, constructs a taking of property without due process of law.
- 5- Under Vermont Law, the 15-17 Weston Street, is entitled to have it use for five (5) unrelated individual living as a functional family "grandfathered" .

EXHIBIT C

12-02-13;11:38AM;

BURLINGTON ZONING BOARD OF ADJUSTMENT
MINUTES / FINDINGS OF FACT - AUGUST 8, 1994

IN RE: 15-17 Weston Street, RL Zone, CU-95-006

APPLICANT: Douglas and Grayce Lombard

REQUEST: Conditional use to gain approval for a fourth residential unit that was added to an existing three unit residential building prior to purchase in 1987 in accordance with Articles 3, 5 & 17.

MEMBERS PRESENT: Glenn Jarrett, Chair; Mary Gade; Austin Hart; Dermot Cosgrove; Leonard Giles

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

Information on the history of the building, in file.

Site plan, in file.

Photographs, in file.

STAFF COMMENTS:

- Originally a duplex, a third unit was approved prior to 1973. The current request is for a fourth unit under the provision that an additional unit can be added as a conditional use.
- Building contains one 5 bedroom unit; two 1 bedroom units with a proposed efficiency/1 bedroom unit.
- Concern is with parking. Although the applicant shows a site plan with 8 tandem parking spaces. This is not practicable as the spaces are not accessible without having to disturb another occupant in another unit in order to jog vehicles around. Considering 6 spaces is only possible based on "grandfathering" the three approved units. Additionally the applicant's plan shows parking in front of the building on a walkway, this is not acceptable as it encroaches onto the front yard. Therefore, the site is unable to provide adequate parking to serve a four unit building.

All who spoke were sworn in under oath by Glenn Jarrett.

Glenn Jarrett:

- Read letter received from Susan Suitor, property owner of 19-21 Weston Street addressing parking concerns.

EXHIBIT D

Know all Men by these Presents
That WE, JOHN M. GAZO and SANDRA J. GAZO, husband and wife

of Burlington
and State of Vermont in the County of Chittenden
paid to our full satisfaction by Grantors, in the consideration of
TEN AND MORE Dollars

JOHN S. KORPOS and DOLORES KORPOS, husband and wife
of South Burlington
and State of Vermont in the County of Chittenden
freely Grantee, by these presents, do
Grant, Sell, Convey And Confirm unto the said Grantee

JOHN S. KORPOS and DOLORES KORPOS
certain piece of land in Burlington and their heirs and assigns forever, a
County of Chittenden follows, viz: in the
and State of Vermont, described as

The land and premises located on the westerly side of Weston Street in
Burlington, the dwelling house on said lot being known and designated
as Numbers 15-17 Weston Street, and being all and the same land and
premises conveyed to John M. Gazo and Sandra J. Gazo by warranty deed
of Adrien B. Thibault and Roseanne Thibault dated November 7, 1968
and recorded in Volume 191, page 146 of the City of Burlington Land
Records.

Reference is hereby made to the above mentioned deed, the record thereof
and the references therein contained in further aid of this description.

Vermont Property Transfer Tax
82 V.S.A. Chap. 231
-ACKNOWLEDGMENT-
Return Rec'd - Tax Paid - Board of Health Cert. Rec'd -
V. Land Use & Development Plans Act Cert. Rec'd
Return to: [Signature]
Date: [Signature]

EXHIBIT D

JOHN S. KORPOS and DOLORES KORPOS
And we the said Grantors heirs and assigns, to their own use and behoof forever;

JOHN M. GAZO and SANDRA J. GAZO

executors and administrators, do for ourselves and our heirs, covenant with the said Grantees

JOHN S. KORPOS and DOLORES KORPOS
and their heirs and assigns, that until the enrolling of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free From Every Encumbrance:

and we hereby engage to Warrant And Defend the same against all lawful claims whatever,

In Witness Whereof, we hereunto set our hands and seals this 19th day of June A. D. 19 79

In Presence of

John S. Korpos
Dolores Korpos

John M. Gazo
Sandra J. Gazo

State Of Vermont,
County of Chittenden

At Burlington this 19th day of June A. D. 19 79

JOHN M. GAZO and SANDRA J. GAZO

personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me

Stratton H. Bean

Notary Public

Received for record

June 22

19 79

11:35 A

M. and recorded.

Attest:

J. F. Wagner
City Clerk

EXHIBIT E

Know all Men by these Presents

That JOHN S. KORPOS and DOLORES KORPOS

of ~~South Burlington~~ in the County of ~~Chittenden~~
and State of ~~Vermont~~ Grantors, in the consideration of
~~Ten and More~~ Dollars
paid to ~~our~~ full satisfaction by

PAUL G. MAYER and KAREN ^{L.} MAYER

of ~~Shelburne~~ in the County of ~~Chittenden~~
and State of ~~Vermont~~ Grantees s. by these presents, do
freely Give, Grant, Sell, Convey And Confirm unto the said Grantees

PAUL G. MAYER and KAREN MAYER, husband and wife as tenants
by the entirety

and --their-- heirs and assigns forever, a
certain piece of land in ~~Burlington~~ in the
County of ~~Chittenden~~ and State of Vermont, described as
follows, viz:

The lands and premises located on the westerly side of Weston Street in
Burlington, the dwelling house on said lot being known and designated
as Numbers 13-17 Weston Street and being all and the same lands and
premises conveyed to John S. and Dolores Korpos by Warranty Deed of
John M. and Sandra J. Gazo dated June 19, 1979 and recorded in Volume
263, Pages 35-36 of the Land Records of the City of Burlington.

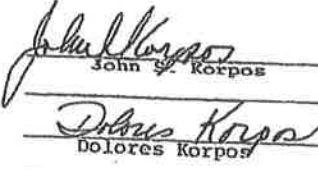
Vermont Property Transfer Tax
32 V.S.A. Chap. 231
— ACKNOWLEDGEMENT —
Return Rec'd-Tax Paid-Board of Health Cert. Rec'd
VI Land Use & Development Plans Act. Cert. Rec'd
Return No. 4671614
Signed J.S. Korpos
Date 4/5/85 lga

EXHIBIT 11 B

And we, the said Grantors ^{JOHN S. KORPOS and DOLORES KORPOS} heirs and assigns, to their own use and behoof forever;
executors and administrators, do ^{for ourselves and our heirs,} covenant with the said Grantees
PAUL G. MAYER and KAREN MAYER, their
heirs and assigns, that until the enrolling of these presents we are
the sole owner of the premises, and have good right and title to convey the
same in manner aforesaid, that they are ^{Free From Every Encumbrance.}
Except as aforesaid

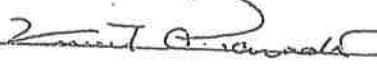
And we, hereby engage to ^{Warrant And Defend} the same against all lawful claims
whatsoever,
Except as aforesaid

In Witness Whereof, we hereunto set our hands and seals
this ¹⁵ day of ^{APRIL} A. D. 1985
In Presence of



John S. Korpos
Dolores Korpos

State Of Vermont.
County of Chittenden } ss. At ¹⁵ Burlington this
day of April A. D. 1985

JOHN S. KORPOS and DOLORES KORPOS
personally appeared, and they acknowledged this instrument, by
them sealed and subscribed, to be their free act and deed.

Before me 
Notary Public

Received for record ^{4/5/85} 19 at ^{12:55 P} M. and recorded.
Attest: 
City Clerk

EXHIBIT F

15-17 Weston Street, Burlington, Vermont, 05401

AFFIDAVIT OF OCCUPANCY

State of ~~Florida~~ *Vermont*

County of *Chittenden*

Paul G. Mayer, being duly sworn, deposes and says:

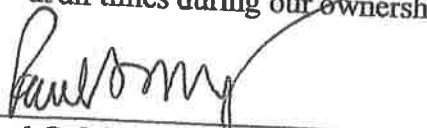
1- I am over the age of Eighteen (18) years, presently reside in South Burlington, Vermont and I am fully familiar with all of the facts and circumstances herein after set forth, the same being based upon my personal knowledge.

2- That on April 1, 1985 Karen L. Mayer and I purchased from John S. Korpos and Dolores Korpos 15-17 Weston Street Burlington, Vermont, 06401. Exhibit "A".

3- That at the time we purchased 15-17 Weston Street, Apartment 1, consisted of five (5) bedrooms, each bedroom was occupied by one individual, and the tenants, who were unrelated, collectively used the living room, kitchen and bathroom.

4- On January 30, 1987 Karen L. Mayer and I sold 15-17 Weston Street to Douglas A. Lombard and Grayce B. Lombard, See Exhibit "B". At that time 15 Weston Street was configured the same as when we bought it, and was occupied by five (5) unrelated people pursuant to a lease.

5- 15 Weston Street, Apartment 1, was continuously occupied by five (5) unrelated people at all times during our ownership.


Paul G. Mayer

Sworn to before me this 30th
day of January, 2018

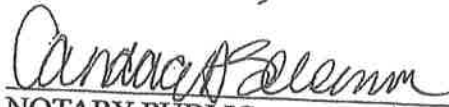

NOTARY PUBLIC 2/10/19 exp.

EXHIBIT G

Know all Persons by These Presents 455

That WE, PAUL G. MAYER and KAREN L. MAYER, husband and wife

of Shelburne
and State of Vermont

in the County of Chittenden

paid to our full satisfaction by

Grantors, in the consideration of Dollars

DOUGLAS A. LOMBARD and GRAYCE B. LOMBARD

of Essex
and State of Vermont
freely

in the County of Chittenden

Give, Grant, Sell, Convey And Confirm

Grantees, by these presents, do unto the said Grantee s

DOUGLAS A. LOMBARD and GRAYCE B. LOMBARD
husband and wife as tenants by the entirety

and their heirs and assigns forever, a
in the
and State of Vermont, described as

certain piece of land in Burlington
County of Chittenden
follows, viz:

A parcel of land with buildings thereon located on the west side of Weston Street and numbered #15-#17 thereon, and being all of Lot No. 14 as laid out on a Plan of Lands recorded at Volume 28, Page 513 of the Land Records of the City of Burlington, and having a frontage of fifty (50) feet, more or less, and a depth of one hundred fifty (150) feet, more or less.

Being all and the same lands and premises conveyed to the within Grantors by Warranty Deed of John S. Korpos and Dolores Korpos dated April 1, 1985 and of record in Volume 315, at Page 532 of the Land Records of the City of Burlington.

Reference is hereby made to the above mentioned plan and instrument and to the records and references contained therein in further aid of this description.

To Have and to Hold *said granted premises, u* all the privileges and ap-
purtenances thereof, to the said Grantees
DOUGLAS A. LOMBARD and GRAYCE B. LOMBARD
husband and wife as tenants by the entirety
their *heirs and assigns, to their own use and behoof forever;*
And we *the said Grantor s*
PAUL G. MAYER and KAREN L. MAYER

executors and administrators, do *for ourselves. and our* heirs,
covenant with the said Grantees
DOUGLAS A. LOMBARD and GRAYCE B. LOMBARD, their
heirs and assigns, that until the ensealing of these presents we are
the sole owners of the premises, and have good right and title to convey the
same in manner aforesaid, that they are Free From Every Encumbrance;
except as herein stated, and we

hereby engage to *Warrant And Defend* the same against all lawful claims
whatever, except as herein stated.

In Witness Whereof, we *hereunto set our hands and seal*
this Thirtieth day of January A. D. 19 87

In Presence of

RM Reed
Robert M. Reed
Eugene J. Ward III
Eugene J. Ward. III

Paul G. Mayer
Paul G. Mayer
Karen L. Mayer by Paul G. Mayer
Karen L. Mayer by Paul G. Mayer
Power of Attorney
Power of Attorney



EXHIBIT H

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15-17 Weston Street, Burlington, Vermont, 05401

DEC 06 2013

AFFIDVIT OF OCCUPANCY

BURLINGTON
CODE ENFORCEMENT

State of Vermont

County of Washington

DOUGLAS A. LOMBARD, being duly sworn, deposes and says:

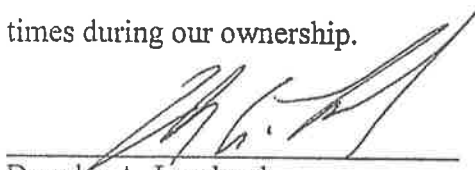
1- I am over the age of Eighteen (18) years, presently reside in Middlesex, Vermont, and I am fully familiar with all of the facts and circumstances herein after set forth, the same being based upon my personal knowledge.

2- That on January 13, 1989 Grayce B. Lombard and I purchased from Paul C. Mayer and Karen L. Mayer 15-17 Weston Street Burlington, Vermont, 06401. Exhibit "A".

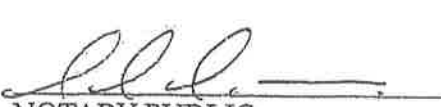
3- 15 Weston Street, Apartment 1, consisted of five (5) bedrooms, each bedroom was occupied by one individual, and the tenants collectively used the living room, kitchen and bathroom.

4- On December 12, 1995, Grayce B. Lombard and I sold 15-17 Weston Street to Keith Aaron. See Exhibit "B". At that time 15 Weston Street Apartment 1 was configured the same as when we bought it, and was occupied by five (5) people pursuant to a lease that terminated on May 31, 1996. A copy of the lease which was assigned to Keith Aaron is annexed as Exhibit "C"

5- 15 Weston Street, Apartment 1, was continuously occupied by five (5) people at all times during our ownership.


Douglas A. Lombard

Sworn to before me this 14
day of November, 2013


NOTARY PUBLIC

On Have and to Hal said granted premises, u all the privileges and ap-
 purtenances thereof, to the said Grantees
 DOUGLAS A. LOMBARD and GRAYCE B. LOMBARD
 husband and wife as tenants by the entirety
 their heirs and assigns, to their own use and behoof forever;
 And we the said Grantor s
 PAUL G. MAYER and KAREN L. MAYER

executors and administrators, do for ourselves and our heirs,
 covenant with the said Grantees

DOUGLAS A. LOMBARD and GRAYCE B. LOMBARD, their

heirs and assigns, that until the en sealing of these presents we are
 the sole owners of the premises, and have good right and title to convey the
 same in manner aforesaid, that they are Free From Every Encumbrance;
 except as herein stated, and we

hereby engage to Warrant And Defend the same against all lawful claims
 whatever, except as herein stated.

In Witness Whereof. we hereunto set our hands and seal
 this Thirtieth day of January A. D. 19 84

In Presence of

Robert M. Reed

Eugene J. Ward III

Paul G. Mayer

Karen L. Mayer by Paul G. Mayer

Power of Attorney

EXHIBIT "A"

Know all Persons by These Presents 455

That WE, PAUL G. MAYER and KAREN L. MAYER, husband and wife

of Shelburne in the County of Chittenden
and State of Vermont Grantors, in the consideration of
-----Ten and More----- Dollars
paid to our full satisfaction by

DOUGLAS A. LOMBARD and GRAYCE B. LOMBARD

of Essex in the County of Chittenden
and State of Vermont Grantees, by these presents, do
freely Give, Grant, Sell, Convey And Confirm unto the said Grantees

DOUGLAS A. LOMBARD and GRAYCE B. LOMBARD
husband and wife as tenants by the entirety
and their heirs and assigns forever, a

certain piece of land in Burlington
County of Chittenden
follows, viz:

and State of Vermont, described as

A parcel of land with buildings thereon located on the west side of
Weston Street and numbered #15-#17 thereon, and being all of Lot No. 14
as laid out on a Plan of Lands recorded at Volume 28, Page 513 of the
Land Records of the City of Burlington, and having a frontage of fifty
(50) feet, more or less, and a depth of one hundred fifty (150) feet,
more or less.

Being all and the same lands and premises conveyed to the within
Grantors by Warranty Deed of John S. Korpos and Dolores Korpos dated
April 1, 1985 and of record in Volume 315, at Page 532 of the Land
Records of the City of Burlington...

Reference is hereby made to the above mentioned plan and instrument and
to the records and references contained therein in further aid of this
description.

EXHIBIT "A"

EXHIBIT "B"

”

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that we, DOUGLAS A. LOMBARD of ~~Stowe~~, in the County of Lamoille and State of Vermont and GRAYCE B. LOMBARD, of Underhill, in the County of Chittenden and State of Vermont, Grantors, in the consideration of ---TEN AND MORE--- Dollars paid to our full satisfaction by KEITH S. AARON, of Burlington, in the County of Chittenden and State of Vermont, Grantee, by these presents do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, KEITH S. AARON, and his heirs and assigns forever, a certain piece of land in Burlington in the County of Chittenden and State of Vermont, described as follows, viz:

Being all and the same land and premises conveyed to Douglas A. Lombard and Grayce B. Lombard by Warranty Deed of Paul G. Mayer and Karen L. Mayer dated January 30, 1987 and recorded in Volume 357 at Pages 455 of the Burlington Land Records being more particularly described as follows:

A parcel of land with buildings thereon located on the west side of Weston Street and numbered #15-#17 thereon, and being all of Lot No. 14 as laid out on a Plan of Lands recorded at Volume 28, Page 513 of the Land Records of the City of Burlington, and having a frontage of fifty (50) feet, more or less, and a depth of one hundred fifty (150) feet, more or less.

Excepted from this Deed is a two foot strip of land conveyed to Rene and Marie V. Bonnette by Craig and Melia B. McKee by instrument dated September 22, 1967 of record in Volume 184 at Page 720 of the City of Burlington Land Records.

Grantors warrant that the property is in compliance with all applicable building codes until April 12, 2000, as a four (4) unit apartment building, including compliance with codes and statutes relating to fire protection and fire detection devices. All code compliance shall be acceptable to Purchaser's lender, and has met minium housing standards as of date of inspection.

Grantors hereby exclude all warranties relative to the number of approved and permitted units under the City of Burlington Zoning Ordinances.

Reference is hereby made to the above-mentioned instruments,

the record thereof, the references therein made, and their respective records and references, in further aid of this description.

~~TO HAVE AND TO HOLD~~ all the said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, KEITH S. AARON, and his heirs and assigns, to his own use and behoof forever; And we, the said Grantors, DOUGLAS A. LOMBARD and GRAYCE B. LOMBARD for ourselves and our heirs, executors and administrators, do covenant with the said Grantee, KEITH S. AARON, and his heirs and assigns, that until the ensealing of these presents we are the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that he is FREE FROM EVERY ENCUMBRANCE; except as aforesaid. We do hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, we hereunto set our hands and seals this

12th day of December, 1995.

IN THE PRESENCE OF:

Witness

DOUGLAS A. LOMBARD

L.S.

GRAYCE B. LOMBARD

L.S.

by her attorney-in-fact Douglas A. Lombard

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, in said County, on this 11th day of December, 1995, DOUGLAS A. LOMBARD personally appeared, individually and as attorney-in-fact for GRAYCE B. LOMBARD and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Grayce B. Lombard.

Before me,

Notary Public

My Commission Expires: 2/10/99

EXHIBIT “C”

”

Eugene J. Ward III
Ronald W. Kish
Guy L. BabbAttorneys
at
Law860-1134
3069 Williston Road, South Burlington, Vermont 05403

LEASE

Lease made this 9th day of February 1995, by and Between Dayla A. Lombard
Nelson, Robert Perry, Matt Wells, Ted Wells, Eric Lubinsky (hereinafter referred to as LESSEE)

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, LESSOR does lease to Lessee
15 Weston Street #1 Burlington VT.
This lease shall be for a period of 12 months until 5/30/96 1995
The lessee shall have occupancy of the premises from the 1st day of June 1995 LESSEE shall pay, therefore,
the rental of 1625.00 per month, payable on the 1st day of each and every month during the term of this lease.

The LESSEE hereby covenants and agrees with the LESSOR as follows:

- To pay the rental at the times and in the manner aforesaid.
- LESSEE agrees to deposit with LESSOR \$ 1625.00 to be held by LESSOR against any damage that may be suffered to the premises while under the control of the LESSEE or for any deficiency in rental. LESSOR agrees to examine the premises within three (3) days after the Lessee vacates. It is specifically understood between LESSOR and LESSEE that all appliances and hardware be left in a clean condition. Any funds not necessary for application to repair or delinquent rental shall be refunded to LESSEE. Damage and or security deposits shall be sent to the lessee at the above address within 14 days of the expiration of the lease as prescribed by law. In addition, the damage deposit may be applied against all reasonable costs involved in reentering the premises including advertisement, in the event of breach and/or early termination by LESSEE, including rent through the date of replacement. Damage deposit shall not be used as the last month's rent.
- LESSEE shall pay for all utility expenses (with the exception of water) incurred during the lease term, including electricity, gas, and telephone, and the LESSOR shall be responsible for the payment of water bills and real estate taxes assessed against the demised premises.
Rent includes heat and hot water (ADN) (LGR)
- LESSEE shall keep the premises in such repair as they are at the commencement of this lease, reasonable wear and tear excepted. LESSEE shall not make any renovations or alterations or redecorations of the demised premises without the prior written consent of the LESSOR nor shall the Lessee drive nails or screws into or otherwise mar or damage the walls, floors, plastering, woodwork, or other parts of the demised premises. LESSEE shall not change install or alter any door locks without written approval from LESSOR.
- LESSEE shall not maintain any dog, cat or other animal or pet in or about the demised premises without prior written consent of the LESSOR.
- The LESSOR or his agent may enter the premises at any time to make emergency repairs or between 9AM and 9PM on legal notice to inspect, repair and maintain same or to show the premises to any prospective tenant, buyer or inspector. Lessee will assist with showings at rental.
- LESSEE shall not sublet the premises or any portion thereof nor assign the lease without the express written consent of the LESSOR.
- The LESSEE will not use nor allow the demised premises or any part thereof to be used for any unlawful purpose nor in any noisy, boisterous or other manner offensive to other tenants or neighbors, including vibrations from musical instruments or stereo equipment.
- LESSEE agrees to indemnify and hold harmless the LESSOR from and against any loss, cost, damage, expense and damage to or destruction of any property caused by any act, omission, or neglect of the LESSOR, their agent, or any other person or persons in, upon, or about the premises or the LESSOR's invitation or consent. LESSEE shall secure at their option, a Tenants Insurance Policy which includes liability coverage. It is specifically understood that the LESSOR does not carry any contents insurance on behalf of the LESSEE and it is recommended that the lessee obtain renters insurance so as to cover or protect against damage to personal property. Lessor shall not be responsible for "Acts of God" which damages Lessee's personal property.
- This lease may be terminated by the LESSOR in the event of the LESSEE's failure to pay the rent each month when due or for the breach of any of the other agreements of the LESSEE herein contained. LESSEE shall be responsible for all cost incurred as a result of breach of this agreement, including reasonable attorney's fees.
- This lease is binding upon the heirs, successors and assigns of the parties hereto.
- Where thermostat is under control of LESSEE, the LESSEE is responsible for maintaining a minimum 60 degree temperature in the apartment during the winter months. LESSEE must reimburse LESSOR for any pipe freezing problems, subsequent repair and damages that may result if not specifically followed.
- LESSOR will not furnish any paint and/or decorating materials. Apartments are rented in an "as is" condition. If LESSEE receives permission to paint, only white or off white paint are acceptable.
- LESSEE will notify LESSOR immediately in the event of any leaking faucet and/or maintenance problems.
- Parking is provided for tenants only (no guest parking) and is on a first come first served basis. During the winter months, LESSEE shall be responsible for moving his/her/their vehicle from the parking area, after storms to allow the LESSOR to have the area plowed. Any unregistered, uninspected, uninsured, or undrivable vehicles will be towed at their owners expense. No mechanical work may be performed on any vehicle on this property. Absolutely no trailers of any kind are allowed on the property, they will be towed.
- It is expressly understood between LESSOR and LESSEE that no waterbeds are allowed on the premises. If written permission is granted to have waterbed, the LESSEE is responsible for any structural or water damage.
- It is expressly agreed that the cellar of the leased premises is not to be utilized for storage or any other LESSEE uses, unless specifically agreed upon in writing by LESSOR. Lessor assumes no responsibility whatsoever for any items left in the cellar, common hallways or outside the building.
- LESSEE shall be responsible for keeping the walkway clear of snow. LESSEE does not have to shovel (ADN) (LGR)
- The following fees shall be assessed to the lessee for the following: (a) returned checks - \$25.00, (b) cleaning charges if necessary - \$20.00 per hour, (c) Replacement key - \$25.00 (d) Lock out fee - Lessee hires their own locksmith and sends Lessor a new key (e) failure to return keys upon moving - \$50.00 per lock.
- All adults living in the unit must sign the lease and all minors must be named in the lease. Lessor shall provide lessee with one set of keys upon move in. Lessee shall not install any major appliances, ie washer, dryer without written permission from lessor.
- LESSEE has received, read, understood and agreed to all policies set forth in the Tenant Information Booklet as presented on the above date and as may be amended from time to time.

LESSOR:

LESSEE: This is a Joint and Several Obligation

X Jeffrey D. Wells for Andrew J. Babin
X Eric Lubinsky / X Kieran Mahoney

Person to contact in case of Emergency: Name, Address, Telephone

EXHIBIT I

Scott Johnstone
DIRECTOR OF PUBLIC WORKS

Steven Goodkind, P.E., City Engineer
ENGINEERING DIVISION



P.O. BOX 849 • BURLINGTON, VT 05402-0849
(802) 863-9094 (T.D.D.) • (802) 863-0468 FAX

Working together for Burlington

Wednesday, July 07, 1993

DOUGLAS A LOMBARD
REAL ESTATE PROJECTS
P.O. BOX 247
JERICHO,, VT 05465

RE: 15 WESTON ST Rental Apartments

Dear Property Owner:

This letter contains important information on new laws concerning rental property in the City of Burlington. Please take a few moments to read it, then complete and return the enclosed forms by 8/01/93. Your efforts today could save you inconvenience tomorrow.

On July 1, 1993 substantial revisions to Burlington's Housing Ordinance will become effective. These changes include:

- i) A requirement that all rental units be registered, and
- ii) A requirement that all rental units have received a certificate to verify compliance with the Housing Ordinance.

Enclosed are forms which will enable you to comply with the registration requirement. Please note that we have included one form for information on your building and 4 form(s) for data on each rental unit which our records indicate exist at this property. If all information on your units is identical, please feel free to consolidate your data onto one form if you so desire. (We have attached an example for your convenience.)

We will be contacting you at some point in the future to remind you that your unit(s) need to be inspected in order to comply with our certificate of compliance requirement. I can not emphasize how important it will be for you to respond to our request for an inspection; remember, you will be violating the law if you are renting property without the aforementioned documentation.

If you have questions please feel free to contact me at (802) 863-9094. I will make every effort to address your concerns as quickly as possible. Thank you in advance for your anticipated cooperation; your efforts will assist us in running a smoother, more cost-effective program.

Very truly yours,

Scott E. Corse, P.E.
Manager, Construction and Code Compliance

"Z"

RENTAL UNIT INFORMATION

The following information is required to register your rental unit with this office:

1) Street address of property: _____

15 Weston Street Burlington, Vermont

2) Unit Number: 1

3) Number of bedrooms in unit: 5

4) Listing of utilities & services provided to the tenants for the rental (electricity, hot water etc.): _____

Heat, Hot water, water/sewer snow plowing, rubbish removal

Lawn care

5) Type of heat source (gas fired hot water etc.): _____

gas fired hot air

Thank you in advance for your cooperation.


Property Owner or Agent's Signature

7/14/13
Date

EXHIBIT J

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that we, DOUGLAS A. LOMBARD of Stowe, in the County of Lamoille and State of Vermont and GRAYCE B. LOMBARD, of Underhill, in the County of Chittenden and State of Vermont, Grantors, in the consideration of ---TEN AND MORE--- Dollars paid to our full satisfaction by KEITH S. AARON, of Burlington, in the County of Chittenden and State of Vermont, Grantee, by these presents do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, KEITH S. AARON, and his heirs and assigns forever, a certain piece of land in Burlington in the County of Chittenden and State of Vermont, described as follows, viz:

Being all and the same land and premises conveyed to Douglas A. Lombard and Grayce B. Lombard by Warranty Deed of Paul G. Mayer and Karen L. Mayer dated January 30, 1987 and recorded in Volume 357 at Pages 455 of the Burlington Land Records being more particularly described as follows:

A parcel of land with buildings thereon located on the west side of Weston Street and numbered #15-#17 thereon, and being all of Lot No. 14 as laid out on a Plan of Lands recorded at Volume 28, Page 513 of the Land Records of the City of Burlington, and having a frontage of fifty (50) feet, more or less, and a depth of one hundred fifty (150) feet, more or less.

Excepted from this Deed is a two foot strip of land conveyed to Rene and Marie V. Bonnette by Craig and Melia B. McKee by instrument dated September 22, 1967 of record in Volume 184 at Page 720 of the City of Burlington Land Records.

Grantors warrant that the property is in compliance with all applicable building codes until April 12, 2000, as a four (4) unit apartment building, including compliance with codes and statutes relating to fire protection and fire detection devices. All code compliance shall be acceptable to Purchaser's lender, and has met minimum housing standards as of date of inspection.

Grantors hereby exclude all warranties relative to the number of approved and permitted units under the City of Burlington Zoning Ordinances.

Reference is hereby made to the above-mentioned instruments,

the record thereof, the references therein made, and their respective records and references, in further aid of this description.

TO HAVE AND TO HOLD all the said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, KEITH S. AARON, and his heirs and assigns, to his own use and behoof forever; And we, the said Grantors, DOUGLAS A. LOMBARD and GRAYCE B. LOMBARD for ourselves and our heirs, executors and administrators, do covenant with the said Grantee, KEITH S. AARON, and his heirs and assigns, that until the ensealing of these presents we are the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that he is FREE FROM EVERY ENCUMBRANCE; except as aforesaid. We do hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 12th day of December, 1995.

IN THE PRESENCE OF:

Witness

[Signature]
DOUGLAS A. LOMBARD

L.S.

[Signature]
GRAYCE B. LOMBARD by her
attorney-in-fact Douglas A. Lombard

L.S.

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, in said County, on this 11th day of December, 1995, DOUGLAS A. LOMBARD personally appeared, individually and as attorney-in-fact for GRAYCE B. LOMBARD and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Grayce B. Lombard.

Before me, [Signature]

Notary Public

My Commission Expires: 2/10/99

EXHIBIT K

664 52

CITY CLERK'S OFFICE
 Received 11-21-2000 at 2:50 P.M.
 and recorded in Vol. 1466, at Page 52
 of Burlington Land Records.
 Vermont Property Transfer Tax 32 V.S.A. Chap. 231
 -ACKNOWLEDGEMENT-
 Return, Certificate & Payment Received

WARRANTY DEED

Allose

J. LaMarche
 Jo LaMarche, Asst. City Clerk

KNOW ALL MEN BY THESE PRESENTS, that I, Keith S. Aaron, a single person, of Burlington, in the County of Chittenden and State of Vermont, Grantor, in consideration of Ten and More Dollars paid to my full satisfaction by Phillip Irwin Aaron, Trustee of the Keith S. Aaron Weston Street Trust, of New York, New York, Grantee, by these presents do freely GIVE, GRANT, SEAL, CONVEY AND CONFIRM unto Phillip Irwin Aaron, Trustee of the Keith S. Aaron Weston Street Trust, his successors and assigns forever, a certain piece of land in Burlington in the County of Chittenden and State of Vermont, described as follows, viz:

A parcel of land with buildings thereon located on the west side of Weston Street and numbered #15-#17 thereon, and being all of Lot No. 14 as laid out on a Plan of Lands recorded at Volume 28, Page 513 of the Land Records of the City of Burlington, and having a frontage of fifty (50) feet, more or less, and a depth of one hundred fifty (150) feet, more or less.

Being all and the same lands and premises conveyed to Keith S. Aaron by Warranty Deed of Douglas A. Lombard and Gracyce B. Lombard dated December 12, 1995, of record in Volume 536 on Page 493 of the City of Burlington Land Records.

Reference is hereby made to the above mentioned instrument and to the records and references contained therein in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, Phillip Irwin Aaron, Trustee of the Keith S. Aaron Weston Street Trust, his successors and assigns, to its own use and behoof forever.

And I, the said Grantor, Keith S. Aaron, for myself and my heirs and assigns, do covenant with the said Grantee, Phillip Irwin Aaron, Trustee of the Keith S. Aaron Weston Street Trust, his successors and assigns, that until the ensembling of these presents, I am the sole owner of the premises and have good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except as stated herein.

And I hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as herein stated.

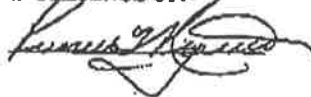
NIQUETTE, NIQUETTE
 ASSOCIATES, P.C.
 110 EAST ASH STREET
 MOUNTAIN VIEW, VT 05637
 (802) 885-1111

IN WITNESS WHEREOF, I hereunto set my hand and seal this 21 day of October, 2000.

"K"

664 53

IN PRESENCE OF:

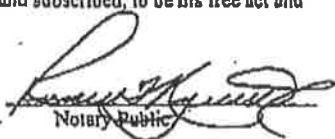


Keith S. Aaron by Phillip Irwin Aaron
his attorney-in-fact pursuant to a
Power of Attorney dated October 5, 2000

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Windsor in said County this 20 day of October, 2000, Phillip
Irwin Aaron, attorney-in-fact for Keith S. Aaron, personally appeared and
acknowledged this instrument, by him sealed and subscribed, to be his free act and
deed and that of Keith S. Aaron.

Before me,


Notary Public

NIQUETTE, NIQUETTE
& ASSOCIATES, P.C.
100 RAYMOND STREET
PORT ORFORD, ME 04856
(207) 888-8888

EXHIBIT L

15 Weston Street, Burlington, Vermont 05401
Apartment 1

AFFIDAVIT OF OCCUPANCY

RECEIVED

DEC 06 2013

BURLINGTON
CODE ENFORCEMENT

State of Vermont

County of Chittenden

I, KEITH S. AARON, being duly sworn, depose and say:

1. I am over the age of eighteen (18) years, reside in Burlington, Vermont, and I am fully familiar with all of the facts and circumstances regarding 15 Weston Street, Apartment 1, Burlington, Vermont (the "Premises").

2. At all times hereinafter mentioned, I was, and still am, the property manager for 15-17 Weston Street, Burlington, Vermont, 05401 (the "Entire Parcel"). I am registered as such with the City of Burlington. In such capacity, I am familiar with the configuration of each apartment, and the number of occupants including Apartment 1.

3. For over twenty-four (24) years the Premises has been continuously occupied by five (5) people, sharing the entire dwelling unit, which includes the kitchen, the living room, the bathroom, and all of the amenities.

4. Throughout this time period the tenants at the Premises have shared the rent.

5. Throughout this time period the tenants at the Premises have shared in cooking expenses, cooked together, and ate together on a regular basis.

6. Throughout this time period many of the tenants at the Premises have been employed in the Burlington area.

7. Throughout this time period many of the tenants at the Premises have resided at the Premises throughout the year, including during the summer.

8. It is my understanding that the Premises is "grandfathered" as a five (5) bedroom apartment with permitted use and occupancy by five (5) people and is not in violation of the Burlington Zoning Ordinances as alleged in Exhibit "A".

9. On December 12, 1995 I purchased the Entire Parcel from Douglas A. Lombard and Grayce B. Lombard. A copy of the Deed is annexed as Exhibit "B." On or about October 30, 2000 the Premises was transferred to the Keith S. Weston Street Trust, Philip Aaron Trustee. A copy of the Deed is annexed as Exhibit "C".

10. That at the time I purchased the Entire Parcel, the Premises, consisted of five (5) bedrooms, a common living room, a common kitchen and one (1) common bathroom. It was occupied by five (5) people pursuant to a written lease that terminated on May 31, 1996. A copy of the Lease is annexed as Exhibit "D".

11. Since the date I purchased the Entire Parcel, in 1995, the Premises has continuously consisted of five (5) bedrooms; occupied by five (5) people and each bedroom has always been occupied by an individual.

12. The five (5) occupants have always shared the common living room, the common kitchen and the one (1) common bathroom. The kitchen, living room and bathroom have always been shared space, with the five (5) occupants living as a family unit. The five (5) occupants have always shared the cost of meals, the cost of electricity, the monthly rent, the security deposit, taken meals together, used in common all facilities, including the dishwasher, washing machine and dryer. The cost of operating these appliances has always been shared. The front and back door to the Premises have a common key, with each occupant having a key. The Premises has always been leased unfurnished. The five (5) occupants have jointly furnished the Premises and shared the cost of the furnishings, and disposal of the furnishings at the end of the lease. The five (5) occupants have always been jointly liable for fulfilling and honoring the obligations in the lease. None of the five (5) bedrooms have locks on their doors. In instances where there is damage to the Premises the damage has been assessed against all of the tenants jointly.

13. The Premises has been registered for at least twenty (20) years as a five (5) bedroom unit. In 1993 when I purchased the Entire Parcel it was registered as a 5 bedroom unit. Exhibit "E".

14. On November 12, 2013, I requested of Code Enforcement a copy of the filed Registrations for years 1994 through 2002, 2004 and 2007. In response Code Enforcement advised that they only had copies for years 2001, 2003, 2004, 2007, 2009, 2010, 2011, 2012 and 2013. A copy of the response is annexed hereto and made a part hereof as Exhibit "F". Annexed are copies of the available years marked as Exhibits "G" through Exhibit "O". There was no property information form for years 2002, 2005, 2008, or 2006. The filing for year 2003 listed in error that the Premises was a four bedroom with 4 occupants; and 2004 Five (5) bedrooms with four (4) occupants. This apparent error upon discovery was corrected with the filing of an amended form, listing it for 2003 as a five (5) bedroom with five (5) occupants and 2004 as having five (5) occupants. A copy of the corrected and amended forms is annexed as Exhibit "P".

During 2003 and 2004 the Premises was occupied by five (5) people. This is confirmed by Philip Aaron's affidavit and Brian Libby's affidavit. Brian Libby was a tenant who resided at the Premises with four (4) other people from June 2004 to May 2005.

15. With regard to year 2005, 2006, and 2008, copies of which were duly filed and the registration fee paid, those years are annexed here to as Exhibits "Q" and "S". I do not have the property information sheet for year 2001.

16. The attached Registrations further confirm that the Premises is a "grandfathered" five (5) bedroom unit, continuously occupied by Five (5) occupants.

17. At all times during my ownership, which has been in excess of eighteen (18) years the Premises has always been advertised as a five bedroom for occupancy by five (5) individuals. This fact is confirmed by Mr. Beliveau's affidavit.

18. It is noteworthy the Code Enforcement has inspected the Premises on numerous occasions, both prior to and after my acquisition. I would assume that on each of these occasions, the inspector observed that the apartment consisted of five (5) bedrooms, common living room, common kitchen, common bathroom, with shared amenities, and on many of these inspections observed there were five (5) occupants. If the Premises, was not deemed "grandfathered" a violation would likely have been issued.

19. On several occasions The City of Burlington, Zoning Specialist, both prior to and after my acquisition, had been engaged in Zoning and driveway use issues at the Entire Parcel. One would assume that on those occasions, the Zoning specialist had opportunity to observe that the Premises was a five (5) bedrooms with five (5) occupants, and considered it as "grandfathered" and a permitted use.

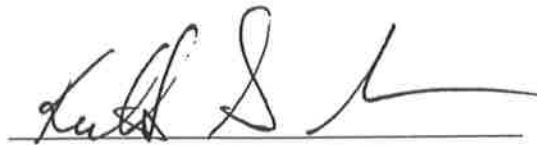
20. It is important to observe that many of the neighbors, having been living in the neighborhood for in excess of fifteen (15) years, recognize that the Premises is a "grandfathered" use and that is why they have never raised a complaint concerning the fact it has always been occupied by five (5) people.

21. The established fact is that for in excess of twenty-four (24) years, the Premises has always, on a continuous basis, been occupied by five (5) individuals, living together as a family unit, and is beyond any doubt "grandfathered" and a permitted use by five (5) occupants.

22. In fact, as shown by Exhibit "T" Burlington Zoning Board of Adjustment Memorandum July 25, 1994 prior to 1973 the Entire Parcel contained a 5 bedroom unit. It was a five (5) bedroom for more than thirty (30) years prior to a change in the zoning from R6.

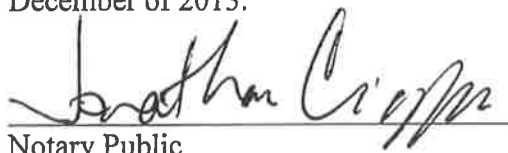
23. Upon information and belief, all of the leases used for the Premises since 2000 have stated, "That tenants represent that they have known each other for at least one year prior to signing this lease, declare that they are a Functional Family Unit, shall reside [sic] a Functional Family Unit and intend to reside as a Functional Family Unit for an extended period of time. [...] That the tenants further acknowledge that they shall live as a family, sharing one kitchen, and all expenses equally; maintain one household bank account for all household expenses, including but not limited to rent, food, utilities, telephone, rubbish removal and other household expenses; share in preparation, storage of food and eat together, use one telephone line, receive all mail at the premises in one mail box, there shall be no locks on any interior doors. Each functional family member shall give access to his or her vehicle's keys to the other functional family members so that vehicles can be moved." Exhibit "U" ¶ 34 (emphasis added).

24. Prior to the enactment of the functional family unit portion of the zoning ordinance tenants that resided at the Premises lived as a not for profit housekeeping unit.



KEITH S. AARON

Sworn to before me this 5th day
December of 2013.



Notary Public

EXHIBIT A



CODE ENFORCEMENT OFFICE

645A Pine St, PO Box 849
Burlington, VT 05402-0849

PHONE: (802) 652-0111
FAX: (802) 652-4221

2013-10-30

PHILIP IRWIN AARON TRUSTEE
6 LIME ROCK RD
SOUTH BURLINGTON VT 05403

RE: 15-17 Weston St Burlington, Vermont

Dear Owners,

According to our records, you are the owner of record of the above-referenced property. This letter is to inform you that the Code Enforcement Office has received the following complaint(s) regarding this property:

- **Occupying structure with more than four unrelated adults in an R1 zone, inconsistent with the Family Definition of the Zoning Ordinance.**

Our office has initiated an investigation regarding the complaint(s), however, as of this date, a final determination has not been made. Should you have any information that you believe will be useful to us during our investigation, please submit it to the Code Enforcement Office, **in written form, within the next ten (10) business days**.

This is your opportunity to provide information to refute the allegation(s) prior to our issuance of a formal determination and possibly a Notice of Violation. Information that may be helpful includes, but is not limited to, the following:

- Permits which document that the condition that is alleged to be in violation has been approved by the City.
- Photographs of the property and/or other documents (both current and historical with verifiable dates) that demonstrate the alleged violation does not exist, has been remedied, or has existed for more than 15 years.
- Affidavits from yourself and other persons who are aware of facts relevant to the allegation(s) that testify to the fact that the alleged violation does not exist, has been remedied, or has existed for more than 15 years.

Please note, while any information from you as the property owner is useful, the investigation will occur with or without the information. This letter is intended to give you notice of the alleged complaint(s) against your property and to provide you an opportunity to refute the allegation prior to a formal determination being issued.

Should you have questions, please don't hesitate to call me at 863-0442.

Sincerely,

Jeanne Francis, Zoning Specialist

EXHIBIT B

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that we, DOUGLAS A. LOMBARD of Stowe, in the County of Lamoille and State of Vermont and GRAYCE B. LOMBARD, of Underhill, in the County of Chittenden and State of Vermont, Grantors, in the consideration of ---TEN AND MORE--- Dollars paid to our full satisfaction by KEITH S. AARON, of Burlington, in the County of Chittenden and State of Vermont, Grantee, by these presents do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, KEITH S. AARON, and his heirs and assigns forever, a certain piece of land in Burlington in the County of Chittenden and State of Vermont, described as follows, viz:

Being all and the same land and premises conveyed to Douglas A. Lombard and Grayce B. Lombard by Warranty Deed of Paul G. Mayer and Karen L. Mayer dated January 30, 1987 and recorded in Volume 357 at Pages 455 of the Burlington Land Records being more particularly described as follows:

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Excepted from this Deed is a two foot strip of land conveyed to Rene and Marie V. Bonnette by Craig and Melia B. McKee by instrument dated September 22, 1967 of record in Volume 184 at Page 720 of the City of Burlington Land Records.

Grantors warrant that the property is in compliance with all applicable building codes until April 12, 2000, as a four (4) unit apartment building, including compliance with codes and statutes relating to fire protection and fire detection devices. All code compliance shall be acceptable to Purchaser's lender, and has met minium housing standards as of date of inspection.

Grantors hereby exclude all warranties relative to the number of approved and permitted units under the City of Burlington Zoning Ordinances.

Reference is hereby made to the above-mentioned instruments,

the record thereof, the references therein made, and their respective records and references, in further aid of this description.

~~TO HAVE AND TO HOLD~~ all the said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, KEITH S. AARON, and his heirs and assigns, to his own use and behoof forever; And we, the said Grantors, DOUGLAS A. LOMBARD and GRAYCE B. LOMBARD for ourselves and our heirs, executors and administrators, do covenant with the said Grantee, KEITH S. AARON, and his heirs and assigns, that until the ensealing of these presents we are the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that he is FREE FROM EVERY ENCUMBRANCE; except as aforesaid. We do hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, we hereunto set our hands and seals this

12th day of December, 1995.

IN THE PRESENCE OF:

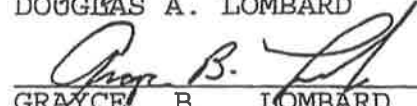
Witness





L.S.

DOUGLAS A. LOMBARD



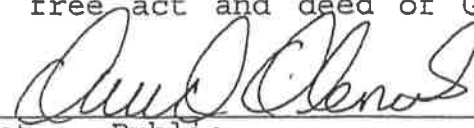
L.S.

GRAYCE B. LOMBARD by her attorney-in-fact Douglas A. Lombard

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, in said County, on this 11th day of December, 1995, DOUGLAS A. LOMBARD personally appeared, individually and as attorney-in-fact for GRAYCE B. LOMBARD and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Grayce B. Lombard.

Before me,


Notary Public

My Commission Expires: 2/10/99

EXHIBIT “C”

”

664 52

CITY CLERK'S OFFICE
 Received 11.21.2000 at 2:50 P.M.
 and recorded in Vol. 144 on Page 52
 of Burlington Land Records.
 Vermont Property Transfer Tax 32 V.S.A. Chap. 231
-ACKNOWLEDGEMENT-
 Return, Certificate & Payment Received

WARRANTY DEED

Attest

Jo LaMarche, Asst. City Clerk

KNOW ALL MEN BY THESE PRESENTS, that I, Keith S. Aaron, a single person, of Burlington, in the County of Chittenden and State of Vermont, Grantor, in consideration of Ten and More Dollars paid to my full satisfaction by Phillip Irwin Anron, Trustee of the Keith S. Anron Weston Street Trust, of New York, New York, Grantee, by these presents do freely GIVE, GRANT, SEIL, CONVEY AND CONFIRM unto Phillip Irwin Aaron, Trustee of the Keith S. Aaron Weston Street Trust, his successors and assigns forever, a certain piece of land in Burlington in the County of Chittenden and State of Vermont, described as follows, viz:

A parcel of land with buildings thereon located on the west side of Weston Street and numbered #15-#17 thereon, and being all of Lot No., 14 as laid out on a Plan of Lands recorded at Volume 28, Page 513 of the Land Records of the City of Burlington, and having a frontage of fifty (50) feet, more or less, and a depth of one hundred fifty (150) feet, more or less.

Being all and the same lands and premises conveyed to Keith S. Aaron by Warranty Deed of Douglas A. Lombard and Gracye B. Lombard dated December 12, 1995, of record in Volume 536 on Page 493 of the City of Burlington Land Records.

Reference is hereby made to the above mentioned instrument and to the records and references contained therein in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, Phillip Irwin Anron, Trustee of the Keith S. Anron Weston Street Trust, his successors and assigns, to its own use and behoof forever.

And I, the said Grantor, Keith S. Aaron, for myself and my heirs and assigns, do covenant with the said Grantee, Phillip Irwin Aaron, Trustee of the Keith S. Aaron Weston Street Trust, his successors and assigns, that until the ensealing of these presents, I am the sole owner of the premises and have good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except as stated herein.

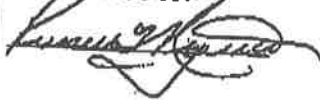
And I hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as herein stated.

NIQUETTE, NIQUETTE
 & ASSOCIATES, P.C.
 ATTORNEYS AT LAW
 1000 N. W. 10th Ave.
 Fort Lauderdale, FL 33304-4400
 (305) 463-0000

IN WITNESS WHEREOF, I hereunto set my hand and seal this 22 day of October, 2000.

664 53

IN PRESENCE OF:

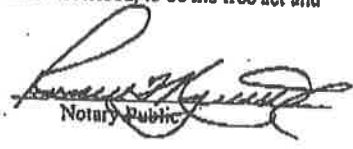


Keith S. Aaron by Philip Irwin Aaron
his attorney-in-fact pursuant to a
Power of Attorney dated October 5, 2000

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Windsor in said County this 20 day of October, 2000, Philip
Irwin Aaron, attorney-in-fact for Keith S. Aaron, personally appeared and
acknowledged this instrument, by him sealed and subscribed, to be his free act and
deed and that of Keith S. Aaron.

Before me,


Notary Public

NIQUETTE, NIQUETTE
& ASSOCIATES, P.C.
1007 OLYMPIA AVE
WINDSOR, VT 05091
(802) 655-6908

”

EXHIBIT “D”

Eugene J. Ward III
Ronald W. Kish
Guy L. Babo

Attorneys

at
Law860-1134
3069 Williston Road, South Burlington, Vermont 05403

LEASE

Lease made this 9th day of February 1995, by and Between Douglas A. Lombard
(hereinafter referred to as LESSOR) and Nelson, Robert, Doug, Matt Wells, Jeff Wells, Eric Lubinsky
(hereinafter referred to as LESSEE)

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, LESSOR does lease to Lessee
15 Weston Street #1 Burlington VT.
This lease shall be for a period of 12 months until 5/30/96 1996
The lessee shall have occupancy of the premises from the 1st day of June 1995 LESSEE shall pay, therefore,
the rental of 1625.00 per month, payable on the 1st day of each and every month during the term of this lease.

The LESSEE hereby covenants and agrees with the LESSOR as follows:

1. To pay the rental at the times and in the manner aforesaid.
2. LESSEE agrees to deposit with LESSOR \$ 1625.00 to be held by LESSOR against any damage that may be suffered to the premises while under the control of the LESSEE or for any deficiency in rental. LESSOR agrees to examine the premises within three (3) days after the Lessee vacates. It is specifically understood between LESSOR and LESSEE that all appliances and hardware be left in a clean condition. Any funds not necessary for application to repair or delinquent rental shall be refunded to LESSEE. Damage and or security deposits shall be sent to the lessee at the above address within 14 days of the expiration of the lease as prescribed by law. In addition, the damage deposit may be applied against all reasonable costs involved in re-renting the premises including advertisement, in the event of breach and/or early termination by LESSEE, including rent through the date of replacement. Damage deposit shall not be used as the last months rent.
3. LESSEE shall pay for all utility expenses (with the exception of water) incurred during the lease term, including electricity, gas, and telephone, and the LESSOR shall be responsible for the payment of water bills and real estate taxes assessed against the demised premises.
Rent includes heat and hot water (ADN) (LH)
4. LESSEE shall keep the premises in such repair as they are at the commencement of this lease, reasonable wear and tear excepted. LESSEE shall not make any renovations or alterations or redecorations of the demised premises without the prior written consent of the LESSOR nor shall the Lessee drive nails or screws into or otherwise mar or damage the walls, floors, plastering, woodwork, or other parts of the demised premises. LESSEE shall not change install or alter any door locks without written approval from LESSOR.
5. LESSEE shall not maintain any dog, cat or other animal or pet in or about the demised premises without prior written consent of the LESSOR.
6. The LESSOR or his agents may enter the premises at any time to make emergency repairs or between 9AM and 9PM on legal notice to inspect, repair and maintain same or to show the premises to any prospective tenant, buyer or inspector. Lessee will assist with showings at rental.
7. LESSEE shall not sublet the premises or any portion thereof nor assign the lease without the express written consent of the LESSOR.
8. The LESSEE will not use nor allow the demised premises or any part thereof to be used for any unlawful purpose nor in any noisy, boisterous or other manner offensive to other tenants or neighbors, including vibrations from musical instruments or stereo equipment.
9. LESSEE agrees to indemnify and hold harmless the LESSOR from and against any loss, cost, damage, expense and damage to or destruction of any property caused by action, omission, or neglect of the LESSOR, their agents, servants, employees, or other persons in, upon, or about the premises at the LESSOR's invitation or consent. LESSEE shall secure at their option, a Tenant Insurance Policy which includes liability coverage. It is specifically understood that the LESSOR does not carry any contents insurance on behalf of the LESSEE and it is recommended that the lessee obtain renters insurance so as to cover or protect against damage to personal property. Lessor shall not be responsible for "Acts of God" which damages Lessee's personal property.
10. This lease may be terminated by the LESSOR in the event of the LESSEE's failure to pay the rent each month when due or for the breach of any of the other agreements of the LESSEE herein contained. LESSEE shall be responsible for all cost incurred as a result of breach of this agreement, including reasonable attorney's fees.
11. This lease is binding upon the heirs, successors and assigns of the parties hereto.
12. Where thermostat is under control of LESSEE, the LESSEE is responsible for maintaining a minimum 60 degree temperature in the apartment during the winter months. LESSEE must reimburse LESSOR for any pipe freezing problems, subsequent repair and damages that may result if not specifically followed.
13. LESSOR will not furnish any paint and/or decorating materials. Apartments are rented in an "as is" condition. If LESSEE receives permission to paint, only white or off white paint are acceptable.
14. LESSEE will notify LESSOR immediately in the event of any leaking faucet and/or maintenance problems.
15. Parking is provided for tenants only (no guest parking) and is on a first come first served basis. During the winter months, LESSEE shall be responsible for moving his/her vehicle from the parking area, after storms to allow the LESSOR to have the area plowed. Any unregistered, uninsured, or undrivable vehicles will be towed at their owners expense. No mechanical work may be performed on any vehicle on this property. Absolutely no trailers of any kind are allowed on the property, they will be towed.
16. It is expressly understood between LESSOR and LESSEE that no waterbeds are allowed on the premises. If written permission is granted to have waterbed, the LESSEE is responsible for any structural or water damage.
17. It is expressly agreed that the cellar of the leased premises is not to be utilized for storage or any other LESSEE uses, unless specifically agreed upon in writing by LESSOR. Lessor assumes no responsibility whatsoever for any items left in the cellar, common hallways or outside the building.
18. LESSEE shall be responsible for keeping the walkway clear of snow. OK to use basement not for bedroom (ADN) (LH)
19. The following fees shall be assessed to the lessee for the following: (a) returned checks - \$25.00, (b) cleaning charges if necessary - \$20.00 per hour, (c) Replacement key - \$25.00 (d) Lock out fee - Lessee hires their own locksmith and sends Lessor a new key (e) failure to return keys upon vacating - \$50.00 per lock.
20. All adults living in the unit must sign the lease and all minors must be named in the lease. Lessor shall provide lessee with one set of keys upon move in. Lessee shall not install any major appliances, ie washer, dryer without written permission from lessor.
21. LESSEE has received, read, understood and agreed to all policies set forth in the Tenant Information Booklet as presented on the above date and as may be amended from time to time.

LESSOR:

LESSEE: This is a Joint and Several Obligation

x Douglas A. Lombard x Andrew J. Lubinsky
x Robert D. Nelson x Jeffrey Wells
x Eric Lubinsky x Matthew Wells

Person to contact in case of Emergency: Name, Address, Telephone

EXHIBIT "C"

EXHIBIT "E"

”

Scott Johnstone
DIRECTOR OF PUBLIC WORKS

Steven Goodkind, P.E., City Engineer
ENGINEERING DIVISION



P.O. BOX 849 • BURLINGTON, VT 05402-0849
(802) 863-9094 (T.D.D.) • (802) 863-0466 FAX

Working together for Burlington

Wednesday, July 07, 1993

DOUGLAS A LOMBARD
REAL ESTATE PROJECTS
P.O. BOX 247
JERICHO,, VT 05465

RE: 15 WESTON ST Rental Apartments

Dear Property Owner:

This letter contains important information on new laws concerning rental property in the City of Burlington. Please take a few moments to read it, then complete and return the enclosed forms by 8/01/93. Your efforts today could save you inconvenience tomorrow.

On July 1, 1993 substantial revisions to Burlington's Housing Ordinance will become effective. These changes include:

- i) A requirement that all rental units be registered, and
- ii) A requirement that all rental units have received a certificate to verify compliance with the Housing Ordinance.

Enclosed are forms which will enable you to comply with the registration requirement. Please note that we have included one form for information on your building and 4 form(s) for data on each rental unit which our records indicate exist at this property. If all information on your units is identical, please feel free to consolidate your data onto one form if you so desire. (We have attached an example for your convenience.)

We will be contacting you at some point in the future to remind you that your unit(s) need to be inspected in order to comply with our certificate of compliance requirement. I can not emphasize how important it will be for you to respond to our request for an inspection; remember, you will be violating the law if you are renting property without the aforementioned documentation.

If you have questions please feel free to contact me at (802) 863-9094. I will make every effort to address your concerns as quickly as possible. Thank you in advance for your anticipated cooperation; your efforts will assist us in running a smoother, more cost-effective program.

Very truly yours,

Scott E. Corse, P.E.
Manager, Construction and Code Compliance

RENTAL UNIT INFORMATION

The following information is required to register your rental unit with this office:

1) Street address of property: _____

15 Weston Street Burlington, Vermont

2) Unit Number: 1

3) Number of bedrooms in unit: 5

4) Listing of utilities & services provided to the tenants for the rental (electricity, hot water etc.): _____

Heat, Hot water, water/sewer snow plowing, rubbish removal

lawn care

5) Type of heat source (gas fired hot water etc.): _____

gas fired hot air

Thank you in advance for your cooperation.


Property Owner or Agent's Signature

7/18/92
Date

EXHIBIT “F”

”

**CODE ENFORCEMENT OFFICE**

645A Pine St, PO Box 849
Burlington, VT 05402-0849
VOICE (802) 863-0442
FAX: (802) 652-4221

November 21, 2012

Keith Aaron
205 So. Prospect St
Burlington, VT 05401

Rental Property: AMENDED Public Records Request

Dear Mr. Aaron:

Regarding your Public Records request 11/12/13 requesting:
15-17 Weston Street

Rental Unit information – registration of rental unit
Years: 1994,1995,1996,1997,1998, 1999, 2000,2001, 2002, 2004 and 2007.

Enclosed are copies of all the Rental Registration forms our office has record of:

2001
2003, 2004, 2007, 2009, 2010, 2011, 2012 and 2013.

We checked under the names:

Weston St Trust
Keith Aaron
Count on it Business Services
Philip Aaron
Buell St Trust
No Willard St Trust
Hickok Place Trust
Aaron KS Trust
Phillip Irwin Aaron Trust

Sincerely,

Deborah Dalton
Code Enforcement Case Manager

EXHIBIT "G"

”



RENTAL UNIT REGISTRATION APPLICATION



1. **Required Information.** In compliance with Chapter 18 of the City of Burlington Code of Ordinances, residential rental-property owners are required to submit this form with related documents and fees by April 1 of each year.
 - Rental registration information provides vital information for public safety and welfare, and your cooperation is appreciated. Please see accompanying notification packet for important information.
 - Note: If you have sold your residential rental property, return form with name and address of new owner.
2. **Owner Information** (if corporation attach information for president and registered agent; if partnership attach for registered agent & general partners):
 - a) Name: Keith S. Aaron Weston St. Trust
 - b) Street Address: PO Box 755
 - c) City, State, Zip Colchester VT 05446 Phone: [REDACTED] Email: [REDACTED]
 - d) Is owner/principal party on active military duty or expect to be active in the next 12 months?
Circle one (required): Yes ☐ No ☒
 - e) Date of Birth 2-6-70 (required unless corporation/partnership)
 - f) Driver's License Number and State [REDACTED] (required unless corporation/partnership)
3. **Local Manager** (must be located in Chittenden County Vermont and be either owner, or an agent authorized to represent owner for compliance matters):
 - a) Name: Keith S. Aaron
 - b) Street Address: 805 South Prospect
 - c) City, State, Zip Burlington VT 05401 Phone: [REDACTED] Email: [REDACTED]
4. **"Service of Process" Contact** (owners who do not live in Chittenden County must designate agent for receipt of legal documents; can be same as local manager)
 - a) Name: Same as above
 - b) Street Address: [REDACTED]
 - c) City, State, Zip [REDACTED] Phone: [REDACTED] Email: [REDACTED]
 - d) Is owner/agent on active military duty or expect to be active in the next 12 months?
Circle one (required): Yes ☐ No ☒
 - e) Date of Birth [REDACTED] (required) Driver's License Number and State [REDACTED] (required)
5. **Emergency Contact** (all properties must have designated emergency contact person within Chittenden County Vermont; may be local manager or service of process contact)
 - a) Name: Susan Carr
 - b) Street Address: PO Box 705
 - c) City, State, Zip Colchester VT 05446 Phone: [REDACTED] Email: [REDACTED]
6. **List residential rental properties and also fill out an attached property information sheet for each rental property (attach added sheets if necessary):**

a) <u>Weston 15-17 Weston St.</u>	b) <u>[REDACTED]</u>
c) <u>[REDACTED]</u>	d) <u>[REDACTED]</u>
e) <u>[REDACTED]</u>	f) others: <u>[REDACTED]</u>
7. **Total number of residential UNITS** for above properties: 3
8. **Total UNITS requiring fee** X \$50/unit = **TOTAL FEE DUE.**
9. **Submit this form and property information sheets** with check made payable to: City of Burlington DPW, and return to Code Enforcement Office, P.O. Box 878, Burlington VT 05402. If you make payment after April 1, you will owe a \$13.00 late fee and simple interest of 1% per month on the total owed for each separate property (not each individual rental unit).
10. **I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND OWNER'S RESPONSIBILITIES. I UNDERSTAND THAT THIS FORM MUST BE COMPLETED AS REQUIRED BY LOCAL REGULATIONS.**

 Legible Owner/Agent signature: [Signature]

 Date: Apr 1 12, 01

AUTHORIZED SIGNATURE AND DATE: B. J. [Signature] April 12, 01

[illegible]

”

EXHIBIT “H”

**LOADED**

JUN 24 2003

RENTAL UNIT REGISTRATION

APPLICATION

As of June 1, 2003



1. **Required Information.** In compliance with Chapter 18 of the City of Burlington Code of Ordinances, residential rental-property owners are required to submit this form with related documents and fees by April 1 of each year.
 - Rental registration information provides vital information for public safety and welfare, and your cooperation is appreciated. Please see accompanying notification packet for important information.
 - Note: If you have sold your residential rental property, return form with name and address of new owner.
2. **Owner Information** (if corporation attach information for president and registered agent; if partnership attach for registered agent & general partners): **REQUIRED**
 - a) Name: Keith S. Aaron Weston Street Tour 76 Court on it business ver.
 - b) Street Address: Home Rock Road
 - c) City, State, Zip: South Burlington VT 05403 Day Phone: _____ Email: _____
 - d) Is owner/principal party on active military duty or expect to be active in the next 12 months?
Circle one (required): Yes No
 - e) Date of Birth: 2-6-70 (required unless corporation/partnership) **REQUIRED**
3. **Local Manager** (must be located in Chittenden County Vermont and be either owner, or an agent authorized to represent owner for compliance matters): **REQUIRED**
 - a) Name: Keith S. Aaron
 - b) Street Address: 205 South Prospect Street
 - c) City, State, Zip: Burlington, VT 05401 Day Phone: _____ Email: _____
4. **"Service of Process" Contact** (owners who do not live in Chittenden County must designate agent for receipt of legal documents; can be same as local manager) **REQUIRED**
 - a) Name: Keith S. Aaron
 - b) Street Address: 205 South Prospect Street
 - c) City, State, Zip: Burlington, VT 05401 Day Phone: _____ Email: _____
 - d) Is owner/agent on active military duty or expect to be active in the next 12 months?
Circle one (required): Yes No
 - e) Date of Birth: 2/06/70 (required)
5. **Emergency Contact** (all properties must have designated emergency contact person within Chittenden County Vermont; may be local manager or service of process contact) **REQUIRED**
 - a) Name: Keith S. Aaron
 - b) Street Address: 205 South Prospect Street 6821
 - c) City, State, Zip: Burlington VT 05401 Day Phone: _____ Evening Phone: _____
6. **List residential rental properties and also fill out an attached property information sheet for each rental property (attach added sheets if necessary):** **REQUIRED**
 - a) 15 Marlow Street
 - b) _____
 - c) 17 Weston Street
 - d) _____
 - e) _____
 - f) others: _____
7. **Total number of residential UNITS for above properties:** 3
8. **Total UNITS X \$50/unit =** 150 **TOTAL FEE DUE.**
9. **Submit this form and property information sheets with check made payable to: City of Burlington DPW, and return to Code Enforcement Office, P.O. Box 878, Burlington VT 05402. If you make payment after April 1, you will owe a \$13.00 late fee and simple interest of 1% per month on the total owed for each separate property (not each individual rental unit).**
10. **I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND OWNER'S RESPONSIBILITIES. I UNDERSTAND THAT THIS FORM MUST BE COMPLETED AS REQUIRED BY LOCAL REGULATIONS.**

Legible Owner/Agent's Signature: Keith S. AaronDate: 03/01/03**OVER →**

APR 01 2003

ENTER PROPERTY ADDRESS HERE:

[illegible]

As of June 1, 2003

PROPERTY INFORMATION SHEET. PLEASE USE SEPARATE SHEET FOR EACH PROPERTY.

The following information is required by law. Please list your residential rental property with unit information below.

[Faint handwritten text at the bottom of the page]

ENTER PROPERTY ADDRESS HERE: 17-Yes Low Street

[illegible]

”

EXHIBIT “I”



RENTAL UNIT REGISTRATION APPLICATION



Page 1 of 1

LOADED
APR 05 2004

Required Information:

In Compliance with Chapter 18 of the City of Burlington Code of Ordinances, residential rental-property owners are required to submit this form with related documents and fees by April 1 of each year.

- Rental registration information provides vital information for public safety and welfare, and your cooperation is appreciated. Please see accompanying letter and instructions regarding REQUIRED information.
- If any information has changed, please note the updated information on this form.
- Note: If you have sold your residential rental property, return form with name and address of new owner.

People Information:

Code Owner

Keith S. Aaron Buell Street Trust

Address:

205 SOUTH PROSPECT STREET Count on it business service

City, State, Zip

Burlington VT 05401

Phone:

Other Phone:

E-Mail:

Is owner/principal party on active military duty or expect to be active in the next 12 months?

Circle One YES ☒ NO ☐

Date of Birth

3/17/38

REQUIRED

Trustee: Philip D. AaronManager: Keith Aaron

Property Manager

Keith S. Aaron

Address:

205 SOUTH PROSPECT STREET Count on it business service

City, State, Zip

Burlington VT 05401

Phone:

Other Phone:

E-Mail:

Service of Process

Keith S. Aaron

Address:

205 SOUTH PROSPECT STREET Count on it business service

City, State, Zip

Burlington VT 05401

Phone:

Other Phone:

E-Mail:

Emergency Contact

Kurt Fessler

Address:

55 Heights Road

City, State, Zip

Fairfax, VT, 05451

Phone:

Other Phone:

E-Mail:

Owner (Keith) said put himself as Emergency Contact, his address back to 205 S Prospect, Count On It is to receive all mail.

143946

145259

12-1-04
BB

Property Information:

Listing of Residential rental property. Please verify the property, number of units, and the attached information sheet for each property.

<u>Property Location:</u>	<u>No of Residential Units</u>	<u>No of Residential Rental Units</u>
165 NORTH WILLARD ST	2	2 ✓
✓ 15-17 WESTON ST	3	3 ✓
23 HICKOCK PLACE	1	1 ✓
108 BUELL ST	1	1 ✓
Total Units	<u>7</u>	<u>7</u>

Submit these forms and property information sheet(s) with check made payable to:
City of Burlington DPW and return to Code Enforcement Office, P.O. Box 878, Burlington, VT 05402

If you make payment after April 1st, you will owe a \$13 late fee and simple interest of 1% per month on the total owed for each separate property (not on each individual rental unit)

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND OWNER'S RESPONSIBILITIES. I UNDERSTAND THAT THIS FORM MUST BE COMPLETED AS REQUIRED BY LOCAL REGULATIONS

Legible Owner/Agent Signature: _____

Date: 3/31/04

City of Burlington Rental Registration Property Information Sheet

The Following information is required by law. Please review the below information regarding your rental units and correct the information as needed.

PROPERTY LOCATION: 23 HICKOK PL

Unit	Exempt?	# Bedrooms	# Residents	# Family	# Unrelated	Functional Family	# Parking	# Vehicles	Accessibility?
1		4 5	5	0	0	✓	5	5	

Keith S Aaron Hickok Place Trust

Owner

Keith S Aaron

Service of Process

Keith S Aaron

Emergency Contact

PROPERTY LOCATION: 165 NORTH WILLARD ST

Unit	Exempt?	# Bedrooms	# Residents	# Family	# Unrelated	Functional Family	# Parking	# Vehicles	Accessibility?
1		4	4	0	0	✓	9	8	
2		5	5	0	0	✓	0	0	

Keith S Aaron North Willard Street Trust

Owner

Keith S Aaron

Service of Process

Keith S Aaron

Emergency Contact

PROPERTY LOCATION: 15-17 WESTON ST

Unit	Exempt?	# Bedrooms	# Residents	# Family	# Unrelated	Functional Family	# Parking	# Vehicles	Accessibility?
1		5	4	0	0	✓	5	0 5	
2		1	1	0	0	✓	1	0 1	
3		1	1	0	0	✓	1	0 1	

Keith S Aaron Weston Street Trust

Owner

Keith S Aaron

Service of Process

Keith S Aaron Kurt Fessler

Emergency Contact

”

EXHIBIT “J”



City of Burlington Vermont
Code Enforcement
645 Pine Street
Burlington, VT 05401
PHONE: (802) 863-0442
FAX: (802) 652-4221

2007 Account Statement

Owner Reference File 150117

~~Weston Street Trust~~

Keith S. Aaron
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

Summary of Charges**Amount Due**

2007 Rental Registration Fee

225.00

See reverse side for detail of charges

Total Amount Due by April 2, 2007**\$225.00**

*paid dec 901
3/30/07*

Submit this form and completed owner registration information sheets with check for the amount stated on the 2007 Account Statement, made payable to:

Burlington Code Enforcement
645 Pine Street
Burlington, VT 05401

If we do not receive your payment within 30 days, you will owe a \$13.00 per property late fee.

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND INSTRUCTION SHEETS. THE INFORMATION PROVIDED IS TRUE AS OF THE DATE OF FILING AND I UNDERSTAND THAT I MUST SUPPLEMENT THE INFORMATION IMMEDIATELY IF IT CHANGES.

Authorized Owner / Agent Signature: *[Signature]*Date: 3/31/07

Owner Reference File 150117

PROPERTY INFORMATION SHEET - PLEASE USE A SEPARATE SHEET FOR EACH PROPERTY

The following information is required by law. Please list your residential rental property with unit information below. If you own multiple properties make a separate copy of information sheet for each rental property.

ENTER PROPERTY ADDRESS HERE 15-17 Meadow Brook, Guilford Vt 05741

FILL IN INFORMATION FOR EACH UNIT AS FOLLOWS:

[illegible]

Note: The completion of this form does not preclude the enforcement of permit requirements by Zoning or other City Departments..

”

EXHIBIT “K”

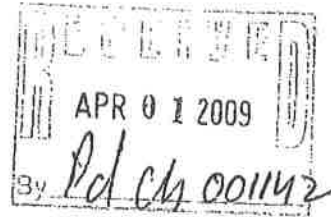


City of Burlington Vermont
Code Enforcement
645 Pine Street
Burlington, VT 05401

PHONE: (802) 863-0442
FAX: (802) 652-4221

**2009 Account Statement
Owner Reference File 150117**

Weston Street Trust
Keith S. Aaron
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403



Summary of Charges

Amount Due

2009 Rental Registration Fee

225.00

See reverse side for detail of charges

Total Amount Due by April 1, 2009

\$225.00

Submit this form and completed owner registration information sheets with check for the amount stated on the 2009 Account Statement, made payable to:

**Burlington Code Enforcement
645 Pine Street
Burlington, VT 05401**

If we do not receive your payment by April 1, 2009, you will owe a \$13.00 per property late fee. No exceptions will be made to this fee if payment is not RECEIVED in our office by April 15, 2009.

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND INSTRUCTION SHEETS. THE INFORMATION PROVIDED IS TRUE AS OF THE DATE OF FILING AND I UNDERSTAND THAT I MUST SUPPLEMENT THE INFORMATION IMMEDIATELY IF IT CHANGES.

Authorized Owner / Agent Signature: _____

Date: _____

4/1/09

Owner Reference File 150117

15-17 Weston St, Burlington, Vt.

Burlington DPW

#Vehicles
Enter maximum number
of vehicles used by
residents

	5	Yes	7	5
1	5		7	5
2	1		7	1
3	1		7	1

”

EXHIBIT “L”



City of Burlington, Vermont
Code Enforcement
645 Pine St
Burlington, VT 05401
PHONE: (802)863-0442
FAX: (802)652-4221

weston

Owner Reference Information
RSN:150117
Name:AARON, KEITH S.



000012211

Summary of Charges

2010 Rental Registration Fee

Amount Due

225.00

*See other page for detail of charges***Total Amount Due by April 1, 2010****\$225.00**

If we do not receive your payment by April 15, 2010, you will owe a \$13.00 per property late fee. No exceptions will be made to this fee if payment is not RECEIVED at our office by April 15, 2010.

Submit this form and completed owner registration information sheets with check for the amount stated above. Make checks payable to:

Burlington Code Enforcement
645 Pine St
Burlington, VT 05401

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND INSTRUCTION SHEETS. THE INFORMATION PROVIDED IS TRUE AS OF THE DATE OF FILING AND I UNDERSTAND THAT I MUST SUPPLEMENT THE INFORMATION IMMEDIATELY IF IT CHANGES.

Authorized Owner/Agent Signature: Date: 4-12-10

15-17 March 1968

[illegible]

דזי:קי ען נז .

EXHIBIT “M”

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City of Burlington, Vermont
 Code Enforcement
 645 Pine St
 Burlington, VT 05401
 PHONE: (802)863-0442
 FAX: (802)652-4221

Owner Reference Information
 RSN:150117
 Name:AARON, KEITH S.



000047591

Summary of Charges

Rental Registration Fee

Amount Due

225.00

*See below for detail of charges***Total Amount Due by April 1, 2011****\$225.00***Please verify the property, number of units, and number of residential rental units*

Inv #	Fee Date	Parcel ID	Certificate of Compliance Expiration	Fee Description	Location (Residential Units, Rental Units)	Amount Due
99079	02/21/11	045-1-239-000	03/09/13	Rental Registration Fee	15-17 WESTON STREET(3,3)	225.00
Total Due						\$225.00

If we do not receive your payment by April 1, 2011, you will owe a \$13.00 per property late fee. No exceptions will be made to this fee if payment is not RECEIVED at our office by April 1, 2011.

Submit this form and completed owner registration information sheets with check for the amount stated above. Make checks payable to:

Burlington Code Enforcement
645 Pine St
Burlington, VT 05401

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND INSTRUCTION SHEETS. THE INFORMATION PROVIDED IS TRUE AS OF THE DATE OF FILING AND I UNDERSTAND THAT I MUST SUPPLEMENT THE INFORMATION IMMEDIATELY IF IT CHANGES

Authorized Owner/Agent Signature: _____

Date: _____

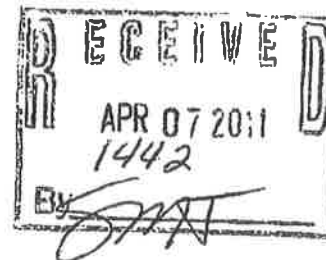


EXHIBIT “N”

”



City of Burlington, Vermont
 Code Enforcement
 645 Pine St
 Burlington, VT 05401
 PHONE: (802)863-0442
 FAX: (802)652-4221

Owner Reference Information

RSN:150117

Name: WESTON STREET TRUST



000028981

Summary of ChargesAmount Due

Rental Registration Fee

225.00

See below for detail of charges

Total Amount Due by April 1, 2012**\$225.00**

Please verify the property, number of units, and number of residential rental units

Inv #	Fee Date	Parcel ID	Certificate of Compliance		Fee Description	Location (Residential Units, Rental Units)	Amount Due
			Expiration				
110998	02/04/12	045-1-239-000	03/09/13		Rental Registration Fee	15-17 WESTON STREET(3,3)	225.00
Total Due							\$225.00

If we do not receive your payment by April 1, 2012, you will owe a \$13.00 per property late fee. No exceptions will be made to this fee if payment is not RECEIVED at our office by April 1, 2012.

Submit this form and completed owner registration information sheets with check for the amount stated above. Make checks payable to:

Burlington Code Enforcement
645 Pine St
Burlington, VT 05401

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND INSTRUCTION SHEETS. THE INFORMATION PROVIDED IS TRUE AS OF THE DATE OF FILING AND I UNDERSTAND THAT I MUST SUPPLEMENT THE INFORMATION IMMEDIATELY IF IT CHANGES.

Authorized Owner/Agent Signature: Keith S. AaronDate: 3-14-12

RECEIVED
 MAR 14 2012
 BURLINGTON
 CODE ENFORCEMENT

601574

ENTER PROPERTY ADDRESS HERE

15-17 Mosley Street, Birmingham B15 2XX

FILL IN INFORMATION FOR EACH UNIT AS FOLLOWS:

[illegible]

Note: The completion of this form does not preclude the enforcement of permit requirements by Zoning or other City Departments..

EXHIBIT “O”

”



City of Burlington, Vermont
Code Enforcement
645 Pine St
Burlington, VT 05401
PHONE: (802)863-0442
FAX: (802)863-4224



000049781

Owner Reference Information

RSN:150117

Name: WESTON STREET TRUST

Summary of ChargesAmount Due

Rental Registration Fee	225.00
-------------------------	--------

See below for detail of charges

Total Amount Due by April 1, 2013

\$225.00

Please verify the property, number of units, and number of residential rental units

Inv #	Fee Date	Parcel ID	Certificate of Compliance Expiration	Fee Description	Location (Residential Units, Rental Units)	Amount Due
124880	11/08/12	045-1-239-000	03/09/13	Rental Registration Fee	15-17 WESTON STREET(3,3)	225.00

Total Due \$225.00

If we do not receive your payment by April 1, 2013, you will owe a \$13.00 per property late fee. No exceptions will be made to this fee if payment is not RECEIVED at our office by April 1, 2013.

Submit this form and completed owner registration information sheets with check for the amount stated above. Make checks payable to:

Burlington Code Enforcement
645 Pine St
Burlington, VT 05401

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND INSTRUCTION SHEETS. THE INFORMATION PROVIDED IS TRUE AS OF THE DATE OF FILING AND I UNDERSTAND THAT I MUST SUPPLEMENT THE INFORMATION IMMEDIATELY IF IT CHANGES.

Authorized Owner/Agent Signature:

Keith Aaron

Date:

4/1/2013

RECEIVED

APR 01 2013

BURLINGTON
CODE ENFORCEMENT

ENTER PROPERTY ADDRESS HERE: 15-17 Western Street, Burlington Vt, 05401

FILL IN INFORMATION FOR EACH UNIT AS FOLLOWS:

[illegible]

Note: The completion of this form does not preclude the enforcement of permit requirements by Zoning or other City Departments.

EXHIBIT "P"

”

Keith S, Aaron Weston Street Trust,
Philip Aaron Trustee
P.O. Box 1004
Quogue, New York, 11959

March 25, 2005

City of Burlington
Code Enforcement
645 Pine Street
Burlington, Vermont, 05401

Re: 15-17 Weston Street, Burlington, Vt., 05401
Registration of Units
Correction of years 2003 and 2004

Dear Valerie

I was recently discovered that for year 2003 I inadvertently listed 15 Weston Streets having 4 bedrooms and 4 occupants when in fact it is a five bedroom with five occupants; and for 2004 has having 4 occupants when in fact it had 5

Corrected forms are enclosed. Please be good enough to file same.

Please note that the correct registration fees have been paid for each year.

Please receipt the enclosed copy of this letter and return to me in the enclosed stamped self-addressed envelope

Thank you for your courtesies.

Very truly yours

Philip Aaron

[illegible]

Corrected 5/23/2001

City of Burlington Rental Registration Property Information Sheet

The Following information is required by law. Please review the below information regarding, your rental units and correct the information as needed.

PROPERTY LOCATION: 23 HICKOK PL

Unit	Exempt?	# Bedrooms	# Residents	# Family	# Unrelated	Functional Family	# Parking	# Vehicles	Accessibility?
1		5	5	0	0	✓	5	5	

Keith S Aaron Hickok Place Trust

Owner

Keith S Aaron

Service of Process

Keith S Aaron

Emergency Contact

PROPERTY LOCATION: 165 NORTH WILLARD ST

Unit	Exempt?	# Bedrooms	# Residents	# Family	# Unrelated	Functional Family	# Parking	# Vehicles	Accessibility?
1		4	4	0	0	✓	9	8	
2		5	5	0	0	✓	0	0	

Keith S Aaron North Willard Street Trust

Owner

Keith S Aaron

Service of Process

Keith S Aaron

Emergency Contact

PROPERTY LOCATION: 15-17 WESTON ST

Unit	Exempt?	# Bedrooms	# Residents	# Family	# Unrelated	Functional Family	# Parking	# Vehicles	Accessibility?
1		5	5	0	0	✓	5	0 5	
2		1	1	0	0	✓	1	0 1	
3		1	1	0	0	✓	1	0 1	

Keith S Aaron Weston Street Trust

Owner

Keith S Aaron

Service of Process

Keith S Aaron Kurt Fessler

Emergency Contact

EXHIBIT “Q”

Philip Aaron
P.O. Box 1004
Quogue, New York

March 22, 2005

City of Burlington, DRW
Code Enforcement
P.O. Box 878
Burlington, Vermont, 05402

Att: Valerie

Re: 108 Buell Street,
205 South Prospect

Dear Valerie,

As per conversation enclosed please find registration for (1) 108 Buell (2) 23 Hickok (3) 165 North Willard and (4) 15-17 Weston, along with checks totaling \$525.

In accordance with our conversation I have filed under "Buell Street Trust"

Is it possible to have each building segregated by owner. The information for the contact, Emergency Contact, Property Manger, and Service of Process would remain.

108 Buell Street	owner	Keith S. Aaron Buell Street Trust
23 Hickok	owner	Keith S. Aaron Hickok Place Trust
165 North Willard	owner	Keith S. Aaron North Willard Street Trust
15-17 Weston	owner	Keith S. Aaron Weston Street Trust

Also enclosed please find Registration for 201 and 205 South Prospect Street, along with check for \$900.00 representing the fee.

Sincerely,

Philip Aaron



645 A PINE STREET
P.O. BOX 849
BURLINGTON, VT 05402-0849
PHONE: (802) 863-9094
FAX: (802) 863-0466

Page 1 of 2

2005 Detailed Account Statement

BUELL STREET TRUST
Keith S Aaron
COUNT ON IT BUSINESS SERVICE
6 LIME ROCK ROAD
South Burlington VT 05403

Property: 108 BUELL ST

Fee Description	Fee Date	Bill Number	Amount
2005 Rental Registration Fee	2/17/2005	24113	\$75.00

Property: 23 HICKOK PL

Fee Description	Fee Date	Bill Number	Amount
2005 Rental Registration Fee	2/17/2005	24067	\$75.00

Property: 165 NORTH WILLARD ST

Fee Description	Fee Date	Bill Number	Amount
2005 Rental Registration Fee	2/17/2005	23833	\$150.00

Property: 15-17 WESTON ST

Fee Description	Fee Date	Bill Number	Amount
2005 Rental Registration Fee	2/17/2005	23904	\$225.00

Total Due **\$525.00**

PAYMENT IS DUE IN THIS OFFICE OR WITH ENVELOPE
POSTMARKED BY APRIL 1, 2005

If you have already sent in your payment, please return this form with the date payment was made and your check number; or call Customer Service at 802-863-9094.

If you have converted additional units to rental units, please inform us and adjust the above fees to cover any additional units.

145259

Property Information

Listing of residential rental properties. Please verify the property, number of units, and number of residential rental units

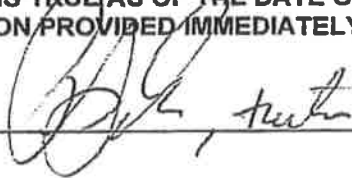
Property Location	Number of Residential Units	Number of Residential Rental Units
108 BUELL ST	1	1
15-17 WESTON ST	3	3
165 NORTH WILLARD ST	2	2
23 HICKOK PL	1	1

Submit this form and completed property information sheets with check for the amount stated on the 2005 Detailed Account Statement, made payable to: City of Burlington DPW, and return to:
Code Enforcement Office
PO Box 878
Burlington, VT 05402

If you make payment after April 1, you will owe a \$13.00 late fee and simple interest of 1% per month on the total owed for each separate property (not each individual rental unit)

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND INSTRUCTION SHEETS
THE INFORMATION PROVIDED IS TRUE AS OF THE DATE OF FILING AND I UNDERSTAND THAT I MUST
SUPPLEMENT THE INFORMATION PROVIDED IMMEDIATELY IF IT CHANGES.

Legible Owner/Agent Signature



Date:

3/22/05

The following information is required by law. Please list your residential rental property with unit information below. If you own multiple properties, make a separate copy of Information sheet for each rental property.

ENTER PROPERTY ADDRESS HERE 15-17 WESTON ST

[illegible]

EXHIBIT “R”

”



CODE ENFORCEMENT OFFICE
645 Pine Street
Burlington, VT 05401
PHONE: (802) 863-0442
FAX: (802) 652-4221

2006-2007 Rental Registration Information

Keith S. Aaron
Weston Street Trust
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

OWNER REFERENCE NUMBER: 150117

Dear Residential Rental Property Owner:

Attached you will find the invoice, owner registration and property information forms for the 2006-2007 Rental Registration. **Please return the completed and signed forms with your payment to Code Enforcement, 645 Pine Street, Burlington, VT 05401 (for drop off, office hours are 8:00 a.m. to 4:30 p.m.).**

1. **Invoice:** Rental registration fees are due April 1, 2006; **late fees and interest will be added if payment is not received before April 15, 2005. Sign and include this invoice sheet with your payment to assure credit. Make checks payable to "Code Enforcement".**
2. **Owner Registration Form:** Includes billing recipient/primary owner and additional local contact information on file. This form is required. **Please add or correct information as necessary and return with payment. This information must be updated as changes occur during the year.**
3. **Property Information Sheet:** If you did not provide this information last year or it has changed, you are required to provide this information for each rental property (copy the blank form if multiple properties).

Please note that for properties with multiple owners, we have only listed the primary owner/billing recipient, but all owners included on Assessor's Office deed are listed in our system. **For owners who live outside of Chittenden county, you must designate local contacts with all required information for property manager, service of process and emergency contact.**

For additional information regarding the rental housing ordinance, rental registration, inspection standards and scheduling, please check the City of Burlington website at <http://www.ci.burlington.vt.us>, click "Departments" and "Code Enforcement". You may also access an email link at this site if you wish to send a question, or contact us at (802) 863-0442 (please leave daytime phone if you get voicemail). **Please refer to your owner reference number when making inquiries about your account.**

Sincerely,

Gregory B. McKnight II
Director, Code Enforcement

Detail of Charges

Please verify the property, number of units, and number of residential rental units

Fee Description	Fee Date	Bill Number	Amount
Property: 15 17 WESTON ST Residential Units: 3 Rental Units: 3			
2006 Rental Registration Fee	3/6/2006	35747	\$225.00
Total Due			\$225.00



City of Burlington Vermont
Code Enforcement
645 Pine Street
Burlington, VT 05401
PHONE: (802) 863-0442
FAX: (802) 652-4221

2006 Account Statement

~~Owner Reference File 150117~~

Weston Street Trust
Keith S. Aaron
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

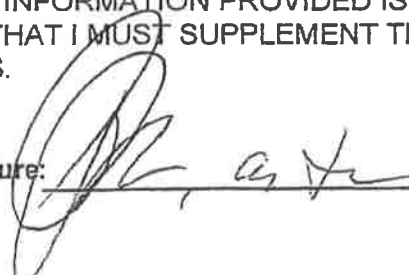
Summary of Charges	Amount Due
2006 Rental Registration Fee	225.00
See reverse side for detail of charges	
Total Amount Due by April 1, 2006	\$225.00

Submit this form and completed owner registration information sheets with check for the amount stated on the 2006 Account Statement, made payable to:

Burlington Code Enforcement
645 Pine Street
Burlington, VT 05401

If we receive your payment after April 15, you will owe a \$13.00 per property late fee.

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND INSTRUCTION SHEETS. THE INFORMATION PROVIDED IS TRUE AS OF THE DATE OF FILING AND I UNDERSTAND THAT I MUST SUPPLEMENT THE INFORMATION IMMEDIATELY IF IT CHANGES.

Authorized Owner / Agent Signature: 

Date: 3/20/06

Owner Reference File 150117

EACH PROPERTY

The following information is required by law. Please list your residential rental property with unit information below. If you own multiple properties, make a separate copy of information sheet for each rental property.

ENTER PROPERTY ADDRESS HERE

15-17 Warton Street

LIST EACH UNIT # (OR LETTER) ON LINES BELOW	FILL IN INFORMATION FOR EACH UNIT AS FOLLOWS:							
	Rental Unit? Indicate if not rental unit. If not insert "N"	# Bedrooms Enter maximum number of sleeping rooms	# Residents Enter maximum number of residents	# Families Enter number of families (insert number if more than 1)	# Unrelated Enter maximum number of unrelated adults if more than 4	Functional Family? If number of unrelated adults is more than 4, do you claim they are living as a functional family?	# Parking Spaces Enter maximum number of on-site parking spaces	# Vehicles Enter maximum number of vehicles used by residents
1		5	5	1	5	Yes	7	7
2		1	1	1	—	—	7	7
3		1	1	1	—	—		

EXHIBIT "S"

”



CODE ENFORCEMENT OFFICE
645A Pine St, PO Box 849
Burlington, VT 05402-0849
PHONE: (802) 863-0442
FAX: (802) 652-4221

2008 Rental Registration Information

Keith S. Aaron
Weston Street Trust
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

OWNER REFERENCE NUMBER: 150117

Dear Residential Rental Property Owner/Manager:

Your 2008 Rental Registration invoice, along with the required owner, manager, and property information forms are enclosed. You are required to update the registration forms each year.

Please be aware that your payment and your completed and signed forms must be received at our office prior to April 1, 2008 to avoid an automatic \$13.00 per property late fee.

Rental Registration Instructions:

1. Review the invoice and registration information for accuracy, making all necessary corrections. Check carefully and update the accuracy of all contact information, and fill in any blank items.
2. Fill out a new property information sheet for each property.
3. Sign and date the front of the invoice to confirm the accuracy of the information.
4. Make your check payable to Burlington Code Enforcement.
5. **Return all pages**--the invoice, the Contact Information sheet, and the Property Information sheet--with your payment to: Code Enforcement, 645 Pine Street, Burlington, VT 05401.

Owners who live outside of Chittenden County must designate a local property manager, emergency contact, and service of process and provide all information listed for each contact. PO boxes may only be used for mailing addresses; an actual physical address is also required.

It is your legal responsibility to update this information with us whenever a change occurs during the year.



City of Burlington Vermont
Code Enforcement
645 Pine Street

Burlington, VT 05401
PHONE: (802) 863-0442
FAX: (802) 652-4221

**2008 Account Statement
Owner Reference File 150117**

Weston Street Trust
Keith S. Aaron
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

**Complete, sign and
return this packet with
your payment**

Summary of Charges	Amount Due
2008 Rental Registration Fee	225.00
<i>See reverse side for detail of charges</i>	
Total Amount Due by April 1, 2008	\$225.00

Submit this form and completed owner registration information sheets with check for the amount stated on the 2008 Account Statement, made payable to:

Burlington Code Enforcement
645 Pine Street
Burlington, VT 05401

If we do not receive your payment by April 1, 2008, you will owe a \$13.00 per property late fee.

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND INSTRUCTION SHEETS. THE INFORMATION PROVIDED IS TRUE AS OF THE DATE OF FILING AND I UNDERSTAND THAT I MUST SUPPLEMENT THE INFORMATION IMMEDIATELY IF IT CHANGES.

Authorized Owner / Agent Signature: _____

Date: _____

Owner Reference File 150117

The following information is required by law. Please list your residential rental property with unit information below. If you own multiple properties, make a separate copy of information sheet for each rental property.

15-17 Warton Street

Page 6 of 12

Note: The completion of this form does not preclude the enforcement of permit requirements by Zoning or other City Departments.

EXHIBIT “T”

EXHIBIT "U"

LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made and entered into on the year, month and day next to each signatories name between , 6 Lime Rock Road, South Burlington, Vermont, 05403, hereinafter referred to as (Landlord) and

(The address for each named Tenant is set forth on the signature page of this lease)
hereinafter referred to as (Tenant).

WITNESS TO

WHEREAS, the Landlord wishes to lease to Tenant and the Tenant wishes to lease from Landlord certain premises described on Schedule (A) annexed hereto and made a part hereof.

In consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1. Premises and Use: Landlord hereby leases to Tenant the premises described on Schedule (A) annexed hereto and made a part hereof, which premises shall only be used as a personal residence, for the benefit of the named Tenant, and no one else may reside at the premises. If at any time during the term of this Lease, the use of the Premises should become prohibited, limited or restricted by any law, rule, regulation or ordinance, the Tenant may, at their option, terminate the lease by giving Landlord notice in writing of their election to do so, provided, however, Tenant has not done or caused to be done any thing which would contribute to or cause any such prohibition, limitation or restriction. In the event Tenant does not terminate this lease there shall be no rebate, adjustment, reduction or otherwise in the rent herein provided for. If at anytime during the term of this Lease, the use of the Premises should be prohibited, limited or restricted by any law, rule, regulation ordinance, the Landlord may, at its option, terminate the lease by giving Tenant notice in writing of its election to do so. If either Tenant or Landlord should terminate this lease under this provision the rent shall be pro rated until the date the tenant vacates. Provided however, if Landlord terminates by reason of the act or none act of Tenant than in such event Tenant shall remain liable for the rent until the end of the term hereof and same shall constitute a default hereunder

1 (A) Use of Garage: In the event there be a garage on the demised premise, Tenant acknowledges that the garage is not

included in this lease, is not part of the premises leased to Tenant and may not be used by the Tenant for any purpose whatsoever and is for the exclusive use of Landlord only. Landlord is under no obligation to make repairs to or maintain the Garage.

2. Rent: The Tenant shall pay to Landlord as rent for the term of this Lease the sums specified on Schedule (A) annexed hereto and made a part hereof. Rent is payable, without offset, demand or notice, on the first day of each month, without a grace period. All sums due hereunder shall be deemed for all purposes additional rent.

3. Payment of Rent: Rent and additional Rent shall be paid by check, bank check, certified check, money order, wire transfer or other method designated by Landlord, mailed or delivered on the first day of the month to the person and address set forth on Schedule (A) or as designated by Landlord in a written notice. If there is more than one tenant, payment shall be by only one check, bank check, certified check, money order, wire transfer, for the full amount due.

4. Late Charge: If rent is not paid on the first day of each month it is subject to a late charge. The late charge is \$25.00 for rent received after the fifth (5th) day of the month, and \$50.00 (fifty) dollars for rent received after the tenth (10th) day of the month.

5. Term: This lease, unless sooner terminated as provided for herein, shall be for the term commencing and terminating on the dates set forth on Schedule (A) annexed hereto and made a part hereof.

6. Security Deposit: Return Of Security Deposit
Landlord acknowledges the receipt from Tenant of a security deposit in the amount set forth on Schedule (A) annexed hereto and made a part hereof. The security deposit shall secure the performance of the Tenant's obligations to pay rent, additional rent, unpaid utility bills owed by the Tenant, expenses due to damage beyond normal wear and tear and the expenses resulting from removal of belongings left behind by Tenant after termination of the tenancy. The Landlord may retain all or any portion of the security deposit, among other things, by way of example, and not limitation for 1) nonpayment of rent, 2) damage to the property of the Landlord, which shall include, but not be limited to, spackling and painting the premises, unless the damage is the result of normal wear and tear, 3) nonpayment of utility or other charges which the Tenant is required to pay directly to the Landlord or to a utility, 4) expenses required to remove from the apartment articles abandoned by the Tenant and

Tenant's garbage and refuse, 5) failure of Tenant to vacate the premises as provided for in this Lease, and 6) Tenant vacates the premises prior to the end of the term of this Lease. (7) for cleaning the premises, floors and carpets as provided in paragraph 18(A) of this lease 8) reimbursement for expenses, fines and/or charges, including but not limited to re-inspection fees due to violations, notices, and/or proceedings resulting from the acts of tenant (9) repair and/or replace damaged appliances. (10) compliance with paragraph 9 Alterations: Painting In the event the security deposit be insufficient Tenant shall promptly pay to Landlord any deficiency. If during the term hereof Landlord is required to use all or any part of the security deposit, Tenant within five (5) days of the mailing of notice shall pay to Landlord a sum sufficient bring security account to an amount equal to that specified on Schedule (A). As used herein, the term normal wear and tear shall mean the deterioration which occurs, based upon the reasonable use for which the dwelling unit is intended, without negligence, carelessness, accident or abuse of the leased premises or supplied equipment or appliances by any Tenant or members of Tenant's household or Tenant's invitee(s) or guests.

If there is more than one Tenant, the security deposit shall be returned, less deduction, if any, when all of the tenants under this Lease have vacated the premises and met all obligations of the Lease.

Tenant is hereby acknowledges that Landlord has advised and notified Tenant that in accordance with applicable law, that Tenant is entitled to a return of the Security Deposit, less deductions, within fourteen days of the last tenant vacating and the premises be delivered to Landlord and may contest Landlords deductions from the Security Deposit within 30 DAYS OF RECEIPT OF NOTICE OF THE OPPORTUNITY TO REQUEST A HEARING OR, IN THE ABSENCE OF SUCH NOTICE, WITHIN 44 DAYS OF THE DATE THE TENANT VACATED OR ABANDONED THE RENTAL UNIT before the Burlington Housing Review Board; and is familiar with all of Tenant rights relating to a return of their security deposit.

Unless otherwise specified in writing, delivered personally to Landlord, tenant(s) designates as the address for a return of his/her security deposit, less deductions, the address set forth under tenant's signature and that address shall be deemed the Tenant's last known address.

The security deposit is not to be applied against the

last month's rent. The last month's rent is due on the first day of the month.

Tenants shall provide Landlord with a paid receipt of Tenants electric and/or Vermont Gas bills before any security deposit will be returned.

The security deposit shall bear interest effective as of the execution of this Lease. The rate of interest shall be that rate paid by TD Bank North on consumer Savings Accounts.

Prior to taking possession Landlord and Tenant shall make an inspection check list which shall be used to determine the physical condition of the apartment for the purpose of refunding any or all of the security deposit and the cost of repairs.

Tenant(s) hereby authorizes and request that the security deposit, or any portion thereof, be sent to the address listed below on the signature page, that being the address designated by tenant for such purpose.

7. Utilities, etc.: The responsibility as between Landlord and Tenant to pay for utilities, rubbish, snow removal and maintenance of the exterior of the premises is set forth on Schedule (A) annexed hereto and made a part hereof. Irrespective of who pays for the heat, Tenant agrees that the thermostats must be kept no lower than 55 degrees during the months of October through April.

8. Municipal Assessments: Landlord shall pay all municipal assessments with respect to the premises except any assessments, penalties or fines that are incurred due to the negligence or willful act of any Tenant or any invitee of any Tenant or the violation of any state, local or city law, regulation, rule or ordinance substantially caused by the action or inaction of any Tenant or any invitee of any Tenant including, but not limited to, any fines, penalties or assessments due to the violation of any noise ordinance, zoning ordinance or any law related to the consumption of alcoholic beverages or the possession of illegal substances, all of which the Tenant shall pay and hereby agrees to indemnify and hold Landlord harmless therefrom.

9. Alterations: Painting: Tenant shall make no alterations, additions or improvements (including painting) to the interior or exterior of the premises without the prior written approval of the Landlord. In the event that the Tenant makes any such alterations, additions or improvements, then, in addition to any other remedies of the Landlord hereunder, the Landlord shall be entitled to, without notice to Tenant and at

Tenant's expense, remove such alterations, additions or improvements and restore the leased premises to their original condition. Tenant authorizes Landlord to use all or a portion of the Security Deposit to remove such alteration, additions or improvements and restore the lease premises to their original condition.

(a) Tenant acknowledges that all rooms are painted white. In the event a tenant accepts a room or area of the premises which is not painted white or requests Landlord not to paint the room or area white, it is the obligation of the Tenant upon lease termination or the Tenant vacating to paint the room or area white. Landlord shall be the sole judge as to whether Tenant has properly painted the room or area in a satisfactory manner. In the event Tenant fails to do so, Landlord is hereby authorized at tenant's expense to paint the room or area white. Tenant authorizes Landlord to use all or a portion of the Security Deposit to paint the room or area.

10. Acceptance of Premises: Unless otherwise set forth on the Landlord and Tenant checklist, Tenant has inspected the leased premises and tenant's acceptance or possession of the leased premises is conclusive evidence of receipt of them in good order and repair. Upon the termination of this Lease, Tenant shall thoroughly clean the premises and shall leave the premises and the improvements therein in the same or better condition as at the commencement of this Lease, reasonable wear and tear (as that term is defined herein) excepted. See Paragraph 19 of this lease

11. Assignment and Subleasing: Tenant shall not assign, mortgage, pledge or encumber this Lease, the premises, or sub-let the whole or any part of the premises without Landlord's prior written consent. The premises may only be occupied by persons named in this lease and no others.

12. Tenants Request to Sublease: The provisions hereof shall not constitute a right to sublease the premises, and are Set forth only for the purpose of specifying what tenant is required to provide Landlord In order to request permission to sublease the premises, which permission may be denied at Landlords sole option:

(a) The name, address and social security number of the person to whom the premise is to be subleased.

(b) A copy of any lease agreement

(c) An agreement by the person to whom the premises is to be subleased agreeing to be bound by this lease and to comply with same.

(d) An additional Security deposit equal to one

months rent.

(e) advance payment of the monthly rent for each month the premises is subleased. As for example-if subleased for June, July and August, than three (3) months rent must be paid in advance.

In the event Landlord agrees to subleasing Tenant shall remain liable to Landlord for all obligations and it is the Tenants obligation to insure the subtenant complies with this lease.

13. Holding Over: If Tenant should hold over and remain in possession of the leased premises after the expiration of this Lease without Landlord's written consent, it shall not be deemed or construed to be a renewal or extension of this Lease, but shall only operate to create a tenancy at will. Tenant shall be responsible to pay Landlord for each day Tenant holds over the daily sum set forth on Schedule (A) annexed hereto and made a part hereof.

14. Common Areas: The sidewalk, entrance hall, passages, stairways and other common areas shall not be obstructed by Tenant or used by Tenant for any other purpose than those of ingress or egress from the premises. Tenant agrees that the Landlord shall have the right, but not the obligation, to remove any items in any of the foregoing common areas without notice and at the cost of Tenant.

15. Refuse: The appearance of the premises is of paramount importance. Accordingly, Tenant agrees to keep the leased premises clean and free of all garbage or refuse and to prevent any refuse or garbage from being windblown. Tenant shall dispose of all garbage and refuse in such a manner and at such times as the Landlord directs. In the event that the Tenant has any extraordinary refuse or garbage removal needs, Tenant shall retain Landlord's refuse service for removal of same at the Tenant's sole expense. In the event, as in Landlord's sole opinion shall determine, the leased premises are not being kept adequately free of extraordinary garbage and refuse, then the Landlord may, in addition to any other remedies hereunder, without notice to Tenant arrange for the removal of such refuse or debris at the Tenant's sole expense. Tenant will abide by Recycling Ordinances and will be responsible for any fines due to non-compliance. If Tenant rents the entire premises Tenant shall keep the exterior free of garbage or refuse.

16. Pets: No dogs, cats, birds, pets, or animals of

any kind shall be kept in or allowed to visit the premises under any circumstances.

17. Tenant Obligations & Termination: Tenant shall not create or contribute to the noncompliance of the premises with applicable provisions of building, housing, or health regulations. Nor shall the Tenant do anything in or about the premises, which might cause a safety or health risk or might increase the insurance premiums on the building. The Tenant shall not disable, modify or tamper with any equipment or appliance provided by Landlord, including, but not limited to, smoke detectors, carbon monoxide detectors, fire extinguishers, stoves or refrigerators.

The Tenant shall not install additional or different locks or gates on any doors or windows of the premises without the written permission of the Landlord. When this Lease ends, the Tenant agrees to return all keys to the premises to the Landlord.

Tenant shall conduct him/herself and require other persons in the premises with the Tenant's consent to conduct themselves in a manner that will not disturb other Tenant's peaceful enjoyment of the premises. Tenant shall not conduct him/herself or permit others to conduct themselves in any illegal activity. Tenant agrees to do nothing that will disturb his/her neighbors.

The Tenant shall not deliberately or negligently destroy, deface, damage, or remove any part of the premises or its fixtures, mechanical systems, or furnishings or deliberately or negligently permit any person to do so.

Except as specifically set forth in this Lease, this Lease may not be terminated by the Tenant. If this is a month to month Lease, the Landlord may terminate the Lease for no cause by actual notice given to the Tenant at least thirty (30) days prior to the termination date specified in the notice.

18. Repairs & Maintenance: Landlord shall be responsible for all repairs and maintenance with respect to the premises except such repairs and maintenance as are caused by the negligent or deliberate act or omission of the Tenant or a person on the premises with the Tenant's consent. Those repairs and maintenance which are the responsibility of the Tenant shall be performed by Tenant immediately upon demand of the Landlord. If Tenant fails to perform same, Landlord at its option may make the

repairs. Whether such repairs and maintenance are performed by the Tenant or the Landlord, the cost of such repairs and maintenance shall be paid by the Tenant forthwith as additional rent. Tenant shall keep the premises in a clean and neat manner. Tenant may only hang pictures and mirrors using pin type hangers and shall repair any damages. Damage to exterior and interior doors and cabinets shall be the responsibility of Tenant

19. CLEANING PREMISES, FLOORS AND CARPETS: Tenant acknowledges that it is Tenant's responsibility, duty and obligation to keep the premises, both interior and exterior, clean, free of dirt, debris and rubbish, and in the same state of cleanliness as when the premises were delivered. Landlord, at Tenants sole cost and expense, shall have the absolute right as in its sole discretion shall determine from time to time to hire cleaning services to keep the premises clean and to retain the services of a carpeting and floor cleaning service to clean the floors and carpets. Landlord is hereby authorized to deduct the cost of these services from the Security Deposit and if the Security Deposit be insufficient to pay said costs Tenants shall be responsible for the difference. This provision does not limit any other provision of this lease which provides for a forfeiture of all or a part of the Security Deposit but is in addition to said provisions.

20. Waiver: A waiver by Landlord of any default on the part of Tenant shall not be considered or treated as a waiver of any subsequent or other default. Any waiver by the Landlord must be in writing to be effective and signed by Landlord.

21. Access: The Landlord may enter the premises with the Tenant's consent, which consent can not be unreasonably withheld. The Landlord shall have the absolute right to enter the premises for the following purposes between the hours of 9:00 a.m. and 9:00 p.m. but on not less than 12 hours notice: 1) when necessary to inspect the premises; 2) to make necessary or agreed repairs, alterations or improvements; 3) to supply agreed services; 4) to speak with tenant, workers, or contractors; 5) to show premises to prospective purchasers or tenants. The Landlord may only enter the premises without consent or notice when the Landlord has reasonable belief that there is imminent danger to any person or to property.

22. Hold Harmless: The Landlord shall not be liable for and the Tenant shall hold the Landlord harmless and indemnify the Landlord from injury or damage to persons or property occurring on or about the leased premises, unless caused by or resulting from the negligence of the Landlord or any of the

Landlord's agents, servants or employees. The Tenant shall further hold Landlord harmless and indemnify Landlord from injury or damage to persons or property occurring on or about the leased premises as a result of any violation by Tenant or any invitee of Tenant of the terms of this Lease. Agreement including, but not limited to, any violation by the Tenant of any cause prohibiting any action or omission of Tenant set forth herein.

23. Insurance: Tenant shall protect his personal property. The Landlord has insurance on the leased premises. However, this insurance does not cover Tenant's personal belongings. Tenant, at its sole expense may obtain insurance.

24. Time is of the Essence: It is understood and agreed that time and strict performance of all of the terms herein, by the Tenant to be performed and reserved, shall be of the essence.

25. Notice of Problems: Tenant agrees that all smoke detectors, carbon monoxide detectors and fire extinguishers are in good repair and are in working condition as of the date of occupancy. Tenant must notify the Landlord immediately upon discovery of any leaks, defects, or problems with the leased premises whatsoever, including, but not limited to, such problems with any safety equipment such as smoke detectors, fire extinguishers or carbon monoxide detectors or any equipment or appliance that may cause damage to the leased premises or to any occupant thereof.

26. Tenant Parking: Any vehicles on the property without a properly displayed valid parking permit will be towed, without notice, at the vehicle owners expense. Landlord is not responsible for any damage from ice falling from roof. There shall be no parking on any green space or any area not specifically designated by Landlord for parking. In the event of violation of this provision by Tenant, in addition to any other remedies in this Lease, the Landlord may cause the offending vehicle to be towed at the owner's expense without any notice whatsoever. Tenant further agrees to be solely responsible for any fines which may accrue to any party as a result of the violation by Tenant or any invitee of Tenant of any ordinance related to parking. If Tenant has been designated a specific parking space same is set forth on Schedule (A) annexed hereto and made a part hereof. If no such designation is made, Tenant acknowledges that parking at the premises is on a (first come, first serve basis) and Landlord is not responsible if there is no parking available for Tenant's vehicle.

27. Casualty Damage: If the leased premises, or any part thereof, shall be damaged by fire or other casualty not due to the Tenant's negligent or willful act or that of the agent or invitee of the Tenant, the premises shall be promptly repaired by the Landlord and there shall be no abatement of rent corresponding with the time during which and to the extent that, the leased premises may have been uninhabitable. But, if the leased premises should be damaged other than by Tenant's negligent or willful act or that of any agent or invitee of the Tenant, to the extent that the Landlord should decide not to rebuild or repair, the term of this Lease shall terminate and the rent shall be pro-rated up to the time of the damage.

28. Joint & Several Liability: All of the tenants hereunder are jointly and severally liable for the performance of all of the obligations hereunder, including, but not limited to the payment of rent.

29. Partial Invalidity: If any term or provision of this Lease is held invalid or unenforceable, said invalidity shall not affect the remaining provisions of this Lease which remain valid and enforceable to the fullest extent.

30. Lead Paint Laws: There are both Federal and State of Vermont laws dealing with lead paint hazards in older buildings. If there are children under the age of 7 years residing in or visiting the premises, please be aware that there is a possibility that there was lead paint used in these premises and proper education and supervision should be employed. The Landlord's responsibility is to maintain the property in prescribed ways to minimize that hazard. The Tenant's responsibility is to notify the Landlord in writing if they notice any flaking or missing paint so that area may be examined. Landlord has no Knowledge of lead-based paint/or lead based paint hazards in the premises. Tenant acknowledges to Landlord that no person under 7 years will be residing at the premises. Tenant acknowledges that it has received from Landlord the pamphlet Protect Your Family from Lead in Your Home.

31. Exterior of Premises: There will be no personal belongings, furniture or debris left on the porches or grounds of the building. There will be no hanging or posting of signs, banners or art on the exterior of the building or displayed in a window or anywhere where it can be seen from the street. Tenant shall not paint windows. In the event of violation of this provision, in addition to any other remedies provided in this Lease, the Landlord may remove any banner or personal belongings at the expense of Tenant and without notice to Tenant.

32. Required/Prohibited Actions: The following is a list of actions or inactions that, in addition to the violation of any other material term of this Agreement (unless applicable law provides otherwise) will be grounds for eviction if violated by Tenant:

(a) Tenant shall never use candles or any source of open flame in the premises.

(b) The Tenant shall not store any flammable or otherwise hazardous material anywhere on the premises. Nor shall tenant use propane or other flammable substance for purposes of cooking or operating a barbecue.

(c) The tenant shall, at all times, maintain a heating thermostat setting in the premises at a level sufficient to prevent freezing of water pipes and equipment regardless of whether the Tenant or Landlord supplies the heat.

(d) The Tenant shall not tamper with any equipment or appliance provided by Landlord, including, but not limited to smoke detectors, carbon monoxide detectors and fire extinguishers.

(e) The Tenant shall not place any barbecue grill on any porch or entrance to the premises, and may only use an electric barbecue grill.

(f) The Tenant shall not place any furniture of any kind on the porch or use the porch for storage.

(g) The Tenant shall fail to comply with the rules, regulations and ordinances of any governmental agency having jurisdiction or conduct any activity upon the premises which is unlawful, hazardous or shall constitute waste.

(h) The Tenant shall park only in areas designated by Landlord.

Cost to repair damage resulting from the violation by Tenant or any invitee of Tenant of this paragraph or any other provision of this Lease shall be the sole financial responsibility of the Tenant.

33. REQUIREMENTS, RULES, REGULATIONS AND CODES OF THE CITY OF BULINGTON as relates to and governs use of the demised premises by Tenants are incorporated and deemed a part of this

EXHIBIT M

15 Weston Street, Burlington, Vermont, 05401
Apartment 1
AFFIDAVIT OF OCCUPANCY: 15 WESTON IS "GRANDFATHERED"

State of New York
County of New York

PHILIP AARON, being duly sworn, deposes and says:

- 1-I am over the age of eighteen (18) years, reside in New York, New York, and I am fully familiar with all of the facts and circumstances hereinafter set forth, same being based upon my own personal knowledge .
- 2- I am the Trustee of the Keith S. Aaron Weston Street Trust formed on October 30, 2000, the owner since that date of 15 -17 Weston Street Burlington, Vermont, 05401, having acquired title from Keith S. Aaron.
- 3- This Affidavit "updates" my Affidavit sworn to December 2, 2013 and on file with Code Enforcement.
- 4- That since 1985, on a continuous basis, in an unbroken chain, 15 Weston Street has been occupied by five unrelated adults living together as a functional family. Clearly 15 Weston is entitled to deemed "Grandfathered as a Legal Non-Conforming Use".
- 5- Since Weston Street was first purchased, on December 12, 1995, I have inspected 15 Weston Street on numerous occasions. At all times 15 Weston Street consisted of five (5) bedrooms, 1 common kitchen, 1 common living room and 1 common bathroom continuously occupied by five (5) occupants. The occupants share the rent, the security deposit, the utilities and all the amenities.
- 6- Rental Registrations years 2014 through 2018 showing 15 Weston Street being occupied by five (5) persons, and specifying, that they are unrelated living as a functional family have been filed with Code Enforcement including year 2008. Exhibit U


PHILIP AARON

Sworn to before me this

1st Day January 2019


Notary Public



EXHIBIT N

15 Weston Street, Burlington, Vermont 05401
Apartment 1

AFFIDAVIT OF OCCUPANCY

State of Virginia
County of Roanoke

I, Kristin Godsey, being duly sworn, depose and say:

1. I am over eighteen (18) years of age and reside in Roanoke, Virginia.
2. I lived at 15 Weston Street, Apartment 1, Burlington, Vermont (the "Premises") from June 1, 2002 through May 31, 2003.
3. At all times during my tenancy at the Premises, it was used as a five bedroom apartment.
4. At all times during my tenancy at the Premises, it had no less than five people residing in it.


Kristin Godsey

State of Virginia
County of Roanoke

At Roanoke (city/town) this 28 day of March, 2014, personally appeared Kristin Godsey, and she upon personal knowledge acknowledged the above to be true.

Before me,


Notary Public
My Commission Expires:

County/City of Roanoke
Commonwealth of VA
The foregoing instrument
sworn before me this 28 day of March
2014 by Kristin Godsey
(name of person seeking acknowledgment)
Notary Public
My Commission Expires: 3/31/2018
#7371926

EXHIBIT O

15 Weston Street, Burlington, Vermont, 05401

Apartment 1

AFFIDAVIT OF OCCUPANCY

State of Vermont

County of Chittenden

Brian Libby, being duly sworn, deposes and says:

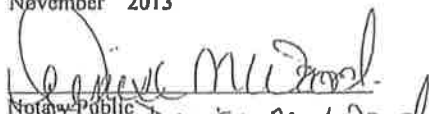
1- I am over the age of eighteen (18) years, reside in Burlington, Vermont and am fully familiar with all of the facts and circumstances herein after set forth, which are based upon my own knowledge and observations.

2- That Pursuant to a written Lease with Keith S. Aaron Weston Street Trust, Philip Aaron Trustee, myself and four (4) other students, leased 15 Weston Street, Burlington, Vermont, 05401, a five bedroom apartment, sharing a common kitchen, living room, bathroom, dishwasher, clothes washer and dryer, the rent, electric and living as a "Functional Family" from June 1, 2004 to May 31, 2015


Brian Libby

Sworn to before me this 26 day November 2013

November 2013


Notary Public Denise M. Wood

DENISE M. WOOD
NOTARY PUBLIC
MY COMMISSION EXPIRES 2/10/15

EXHIBIT P

15 Weston Street, Burlington, Vermont, 05401

Apartment 1

AFFIDAVIT OF OCCUPANCY

State of Vermont

County of Chittenden

Kurt Fasser,, being duly sworn, deposes and says:

- I am over the age of eighteen (18) years, reside in Fairfax, Vermont, my occupation for the past twenty (20) year is that of a general contractor doing business as "Independent Enterprises" and am fully familiar with all of the facts and circumstances herein after set forth, which are based upon my own knowledge and observations.
- That from on or about 2001 to on or about 2010, I was engaged by Keith Aaron to perform various types of contracting service at various properties he owned including 15 Weston Street, Burlington, Vermont. These services including all types of repairs and maintaining the properties. The Tenants were given my telephone number and advised to call me directly if a repair was needed, and I was continuously visiting the properties, including 15 Weston Street to make repairs.
- That in 2003, as well as from 2001 to 2010 15 Weston Street was a five bedroom house occupied by five people each with their own bedroom, sharing a common kitchen, living room, bathroom and the appliances.

Sworn to before me this 7 day of
March 2014

Notary Public


KURT FASSER

EXHIBIT Q

15 Weston Street, Burlington, Vermont, 05401
Apartment 1
AFFIDAVIT OF OCCUPANCY

State of Vermont
County of Chittenden

I, Shannon Tomasovich, being duly sworn, depose and say:

1. I am over the age of eighteen (18) years, maintain my office in Colchester, Vermont, and am familiar with the facts hereinafter set forth.
2. Since February 2002 I have performed various jobs for Keith Aaron at 15 Weston Street, Apartment 1, Burlington, Vermont (the "Premises"). The scope of my work has included inspecting the roofs, repairing the roofs, removing snow from the roofs, and shoveling.
3. I inspect the roofs at the Premises every year from the outside and inside the building. This work has required me to become familiar with the Premises.
4. Based upon my observations the Premises has been continuously leased by five people from 2002 through 2013.


Shannon Tomasovich

State of Vermont
County of Chittenden

At Lincoln (city/town) this 31 day of March, 2014, personally appeared Shannon Tomasovich, and he upon personal knowledge acknowledged the above to be true.

Before me,


Notary Public
My Commission Expires:

EXHIBIT R

15 Weston Street, Burlington, Vermont 05401
Apartment 1
AFFIDAVIT OF OCCUPANCY

State of Vermont
County of Chittenden

STEPHANIE BARRETT, being duly sworn, being duly sworn deposes and says:

1- I am over the age of eighteen (18) years, maintain my office in South Burlington, Vermont, and am familiar with the facts hereinafter set forth.

2-That since late 2001 I have performed bookkeeping services for various business entities owned by either Keith Aaron and Philip Aaron including 15 Weston Street, Burlington, Vermont 05401. Among my bookkeeping duties are the receipt and deposit of the rent received from the tenants.

3-Since on or about late 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009 2010, 2011, 2012, and as of December 2013 (when the five tenants moved out), 15 Weston Street, Apartment 1, has been continuously leased by 5 people. It is presently leased, commencing June 1, 2014 to 5 persons.


STEPHANIE BARRETT

Sworn to before me this 12 day of
March, 2014

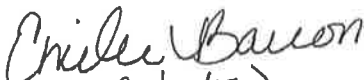

(2/10/15)

EXHIBIT S

15 Weston Street, Burlington, Vermont, 05401
Apartment 1

AFFIDAVIT OF OCCUPANCY

State of Vermont

County of Chittenden

Leon L. Beliveau, being duly sworn, deposes and says:

1- I am over the age of eighteen (18) years, reside in Burlington, Vermont and am fully familiar with all of the facts and circumstances herein after set forth, which are based upon my own knowledge and observations.

2- That since 1983 I have been a duly licensed Real Estate Broker, associated with various Real Estate Brokerage Firms. I am presently associated, as a Realtor, with Century 21, Jack Associates located in Burlington, Vermont.

3- That for in excess of seventeen (17) years I have known Keith and Philip Aaron. During that period of time I have assisted them in their efforts to purchase realty for investment purposes. In particular, bringing for their consideration, various properties and helping to evaluate the investment potential of properties they were interested in purchasing. On or about June 27, 1997 Keith S. Aaron purchased 165 North Willard Street, Burlington, Vermont. I was the Real Estate Broker who introduced the Aaron's to that property. I have also assisted them in finding tenants for their various properties, including 15-17 Weston Street.

4-Prior to Keith Aaron's acquisition, in late 1995, of 15-17 Weston Street, I showed 15-17 Weston Street to at least one (1) potential buyer. At that time I went into each apartment, including 15 Weston Street, Apartment 1. That apartment consisted of 5 bedrooms, a kitchen, living room, and bathroom and was occupied by five (5) people. The five (5) occupants used in

common the kitchen, living room and bathroom, as well as all the amenities including the clothes washer and dryer,

5-That since 1995, when I first visited the property, and as of the date of this Affidavit 15 Weston Street, Apartment 1, has consisted of the same 5 bedrooms, kitchen, living room, and bathroom; and has continuously over those eighteen (18) years been occupied by five (5) people living together, using in common the kitchen, living room and bathroom as well as the amenities

7-At various times over the past seventeen (17) years, since I own a five bedroom apartment not to far from 15-17 Weston Street, I have had many discussions with Keith Aaron regarding the amount he could charge for rent, marketing as a five (5) bedroom and assisted him in renting apartment 1, as well as the other Weston Street apartments. When I assisted Keith Aaron in trying to rent 15 Weston Street, Apartment 1, I did so as a five (5) bedroom for occupancy by five (5) people.


Leon L. Beliveau

Sworn to before me this 18th day
November 2013

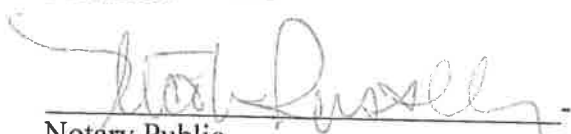

Notary Public
My Comm Exp 2/10/2015

EXHIBIT T

15 Weston Street, Burlington, Vermont, 05401
Apartment 1

RECEIVED

DEC 06 2013

BURLINGTON
CODE ENFORCEMENT

AFFIDAVIT OF OCCUPANCY

State of New York

County of New York

PHILIP AARON, being duly sworn, deposes and says:

1-I am over the age of eighteen (18) years, reside in New York, New York, and I am fully familiar with all of the facts and circumstances hereinafter set forth, same being based upon my own personal knowledge .

2- I am the Trustee of the Keith S. Aaron Weston Street Trust formed on October 30, 2000, the owner since that date of 15 -17 Weston Street Burlington, Vermont, 05401, having acquired title from Keith S. Aaron.

3-That prior to December 12, 1995, the date Keith Aaron acquired title to 15-17 Weston Street, I inspected the property including 15 Weston Street, Apartment1 with my son Keith and the Real Estate Broker.

4- That since that date, I have inspected 15 Weston Street at least three (3) times in each calendar year. At all times 15 Weston Street consisted of five (5) bedrooms, 1 common kitchen, 1 common living room and 1 common bathroom continuously occupied by five (5) occupants. The occupants share the rent, the security deposit, the utilities and all the amenities.

5- 15 Weston Street for at least twenty-four (24) years has been rented as a five (5) bedroom apartment occupied by five (5) people; and is a "grandfathered" permitted use by five (5) persons.

6- With regard to the registrations referred to in the Affidavit of Keith Aaron for years 2003 and 2004, as shown by Exhibit "P" corrected and amended registration forms for those

Years, to reflect that 15 Weston Street was a five (5) bedroom occupied by five (5) people have been filed with Code Enforcement. Attached hereto as Exhibit "T" is the Affidavit of Brian Libby who lived at 15 Weston Street from June 1, 2004 to May 31, 2005 certifying and verifying that 15 Weston was a five (5) bedroom apartment occupied by five (5) people.

7-15-17 Weston Street was purchased in reliance upon the fact it was in an R6 zone, that 15 Weston Street was a legal five (5) bedroom apartment, and hence a permitted use by five (5) occupants.



PHILIP AARON

Sworn to before me this

December
2 Day, 2013



Notary Public

KAMYAR A. HASSID
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NASSAU COUNTY
REG. # 01HA6244311
MY COMM. EXP. JULY 5, 2015

EXHIBIT “P”

”

Keith S, Aaron Weston Street Trust,
Philip Aaron Trustee
P.O. Box 1004
Quogue, New York, 11959

March 25, 2005

City of Burlington
Code Enforcement
645 Pine Street
Burlington, Vermont, 05401

Re: 15-17 Weston Street, Burlington, Vt., 05401
Registration of Units
Correction of years 2003 and 2004

Dear Valerie

I was recently discovered that for year 2003 I inadvertently listed 15 Weston Streets having 4 bedrooms and 4 occupants when in fact it is a five bedroom with five occupants; and for 2004 has having 4 occupants when in fact it had 5

Corrected forms are enclosed. Please be good enough to file same.

Please note that the correct registration fees have been paid for each year.

Please receipt the enclosed copy of this letter and return to me in the enclosed stamped self-addressed envelope

Thank you for your courtesies.

Very truly yours

Philip Aaron

Corrected 5/23/2005

City of Burlington Rental Registration Property Information Sheet

The Following information is required by law. Please review the below information regarding, your rental units and correct the information as needed.

PROPERTY LOCATION: 23 HICKOK PL

Unit	Exempt?	# Bedrooms	# Residents	# Family	# Unrelated	Functional Family	# Parking	# Vehicles	Accessibility?
1		5	5	0	0	✓	5	3	

Keith S Aaron Hickok Place Trust
 Keith S Aaron
 Keith S Aaron

Owner
 Service of Process
 Emergency Contact

PROPERTY LOCATION: 165 NORTH WILLARD ST

Unit	Exempt?	# Bedrooms	# Residents	# Family	# Unrelated	Functional Family	# Parking	# Vehicles	Accessibility?
1		4	4	0	0	✓	9	8	
2		5	5	0	0	✓	0	0	

Keith S Aaron North Willard Street Trust
 Keith S Aaron
 Keith S Aaron

Owner
 Service of Process
 Emergency Contact

PROPERTY LOCATION: 15-17 WESTON ST

Unit	Exempt?	# Bedrooms	# Residents	# Family	# Unrelated	Functional Family	# Parking	# Vehicles	Accessibility?
1		5	5	0	0	✓	5	0	5
2		1	1	0	0	✓	1	0	1
3		1	1	0	0	✓	1	0	1

Keith S Aaron Weston Street Trust
 Keith S Aaron
 Keith S Aaron Kurt Fessler

Owner
 Service of Process
 Emergency Contact

15 Weston Street, Burlington, Vermont, 05401

Apartment 1

AFFIDAVIT OF OCCUPANCY

State of Vermont

County of Chittenden

Brian Libby, being duly sworn, deposes and says:

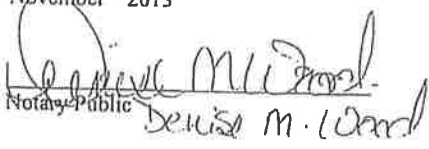
1- I am over the age of eighteen (18) years, reside in Burlington, Vermont and am fully familiar with all of the facts and circumstances herein after set forth, which are based upon my own knowledge and observations.

2- That Pursuant to a written Lease with Keith S. Aaron Weston Street Trust, Philip Aaron Trustee, myself and four (4) other students, leased 15 Weston Street, Burlington, Vermont, 05401, a five bedroom apartment, sharing a common kitchen, living room, bathroom, dishwasher, clothes washer and dryer, the rent, electric and living as a "Functional Family" from June 1, 2004 to May 31, 2015

Sworn to before me this 26 day November 2013


Brian Libby

November 2013


Notary Public Denise M. Wood

DENISE M. WOOD
NOTARY PUBLIC
MY COMMISSION EXPIRES 2/10/15

15 Weston Street, Burlington, Vermont, 05401
Apartment 1
AFFIDAVIT OF OCCUPANCY: 15 WESTON IS "GRANDFATHERED"

State of New York
County of New York

PHILIP AARON, being duly sworn, deposes and says:

- 1-I am over the age of eighteen (18) years, reside in New York, New York, and I am fully familiar with all of the facts and circumstances hereinafter set forth, same being based upon my own personal knowledge .
- 2- I am the Trustee of the Keith S. Aaron Weston Street Trust formed on October 30, 2000, the owner since that date of 15 -17 Weston Street Burlington, Vermont, 05401, having acquired title from Keith S. Aaron.
- 3- This Affidavit "updates" my Affidavit sworn to December 2, 2013 and on file with Code Enforcement.
- 4- That since 1985, on a continuous basis, in an unbroken chain, 15 Weston Street has been occupied by five unrelated adults living together as a functional family. Clearly 15 Weston is entitled to deemed "Grandfathered as a Legal Non-Conforming Use".
- 5- Since Weston Street was first purchased, on December 12, 1995, I have inspected 15 Weston Street on numerous occasions. At all times 15 Weston Street consisted of five (5) bedrooms, 1 common kitchen, 1 common living room and 1 common bathroom continuously occupied by five (5) occupants. The occupants share the rent, the security deposit, the utilities and all the amenities.
- 6- Rental Registrations years 2014 through 2018 showing 15 Weston Street being occupied by five (5) persons, and specifying, that they are unrelated living as a functional family have been filed with Code Enforcement including year 2008. Exhibit U


PHILIP AARON

Sworn to before me this
1st Day January 2019


Notary Public



EXHIBIT “U”

”



City of Burlington, Vermont
Code Enforcement
645 Pine St
Burlington, VT 05401
PHONE: (802)863-0442
FAX: (802)652-4221



000069311

Owner Reference Information

RSN:150117

Name:WESTON STREET TRUST

Summary of Charges	Amount Due
Rental Registration Fee	300.00

See below for detail of charges

Total Amount Due by April 1, 2014 \$300.00

Please verify the property, number of units, and number of residential rental units

Inv #	Fee Date	Parcel ID	Certificate of Compliance Expiration	Fee Description	Location (Residential Units, Rental Units)	Amount Due
145463	01/24/14	045-1-239-000	09/19/16	Rental Registration Fee	15-17 WESTON STREET(3,3)	300.00

Total Due \$300.00

If we do not receive your payment by April 1, 2014, you will owe a \$13.00 per property late fee. No exceptions will be made to this fee if payment is not RECEIVED at our office by April 1, 2014.

Submit this form and completed owner registration information sheets with check for the amount stated above. Make checks payable to:

Burlington Code Enforcement
645 Pine St
Burlington, VT 05401

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND INSTRUCTION SHEETS. THE INFORMATION PROVIDED IS TRUE AS OF THE DATE OF FILING AND I UNDERSTAND THAT I MUST SUPPLEMENT THE INFORMATION IMMEDIATELY IF IT CHANGES.

Authorized Owner/Agent Signature: _____

Date: 3/17/2014

The following information is required by law. Please list your residential rental property with unit information below. If you own multiple properties make a separate copy of information sheet for each rental property.

ENTER PROPERTY ADDRESS HERE

FILL IN INFORMATION FOR EACH UNIT AS FOLLOWS:

[illegible]

Note: The completion of this form does not preclude the enforcement of permit requirements by Zoning or other City Departments.

Bing EnterpriseLtd
Hickok Place Trust
Buell Street Trust
North Willard St Trust
Weston Street Trust
6 Lime Rock Road
South Burlington, Vermont, 05403

Delivered by Hand

April 1, 2015

City of Burlington
Code Enforcement
645 Pine Street
Burlington, Vermont, 05401

Attention: William Ward, Director, Burlington Code Enforcement

Re: 2015 Rental Registrations:

Bing EnterpriseLtd	RSN	143944	\$1,200.00
Hickok Place Trust	RSN	150115	\$100.00
Buell Street Trust	RSN	145259	\$100.00
North Willard St Trust	RSN	150116	\$200.00
Weston Street Trust	RSN	150117	\$1,200.00

Dear Mr. Ward:

For each of the above listed property owners please find:

- 1- Registration fee
- 2- Signed and dated invoice
- 3- Property information sheet

Please be good enough to acknowledge receipt hereof on the copy of this letter.

Very truly yours
Keith S. Aaron on behalf of each owner



*Charters
Office*

RECEIVED

APR 01 2015

BURLINGTON
CODE ENFORCEMENT



CODE ENFORCEMENT OFFICE
645A Pine St, PO Box 849
Burlington, VT 05401-0849
VOICE: (802)863-0442
FAX: (802)652-4221

2015 Rental Registration Information

Weston Street Trust
Count On It Business Service
6 Lime Rock Road
South Burlington, VT 05403-5836

400819

Owner Reference Information

RSN:150117

Name:WESTON STREET TRUST



Dear Residential Rental Property Owner/Manager:

Your 2015 Rental Registration invoice along with the required owner, manager and property information forms are enclosed. Registrations will not be considered complete unless the forms are returned with the fees due.

The attached bill also includes a Certificate of Compliance expiration date listed on the invoice line for each property. For expired COC's, a new interim certificate shall be issued upon filing of the applicable registration application and all registration fees owed. If your Certificate of Compliance is expired please contact our office to schedule an inspection. For COC's expiring in 2015 owners should expect an e-mail notice 30 days prior to the expiration date.

Although we check the data before the bills are electronically produced, occasionally we have bills that get generated in error or with a billing error. If you have a question about a billing error, please contact the Case Manager directly at 864-8524 or our main office number, 863-0442 so we can answer your question.

Please be aware that your payment and your completed and signed forms must be received at our office prior to April 1, 2015, to avoid an automatic \$13.00 per property late fee.

Rental Registration Instructions:

1. Review the invoice and registration information for accuracy, making all necessary corrections. Check carefully and update the accuracy of all contact information, and fill in any blank items.
2. Fill out a new property information sheet for each property.
3. **Sign and date the front of the invoice to confirm the accuracy of the information.**
4. Make your check payable to Burlington Code Enforcement.
5. **Return all pages--**the invoice, the Contact Information sheet, and the Property Information sheet-- with your payment to: Code Enforcement, 645 Pine Street, Burlington, VT 05401.

Owners who live outside Chittenden County **must** designate a local property manager, emergency contact, and service of process with all required information.

It is your legal responsibility to update this information with us whenever a change occurs during the year.

Information available in alternative media forms for people with disabilities.
For disability access information call (802)863-0450 TTY.
An Equal Opportunity Employer



CODE ENFORCEMENT OFFICE
645A Pine St, PO Box 849
Burlington, VT 05401-0849
VOICE: (802)863-0442
FAX: (802)652-4221

2015 Rental Registration Information

Owner Reference Information

RSN:150117

Name:WESTON STREET TRUST

We have also included the following important information in your packet:

1. An overview of the new ordinance that provides for up to a 5 year Certificate of Compliance for properties that have no violations during our routine inspection and as low as 6 months to a year for properties that come into compliance after numerous violations or are late in coming into compliance after an inspection.
2. A "Resources for neighbors and tenants" information sheet.
3. Handouts from the Chittenden Solid Waste District regarding mandatory recycling and current recyclable materials-these should be passed along to tenants;

Recycling and trash on the greenbelt

The most frequent type of complaint about rental properties continues to be trash or recycling problems. We encourage clear communication to tenants from property owners about the expectation to be a good neighbor.

You can help tenants and the city keep the neighborhoods clean by purchasing a covered blue recycling toter from the Department of Public Works for your rental property at a reduced cost of about \$57 to \$67 depending on the toter size. Please remind tenants about Burlington's ordinance that prohibits trash or recycling items being placed on the greenbelt unless it is a scheduled day of for pick up.

Sincerely,

William M Ward
Director, Burlington Code Enforcement

Information available in alternative media forms for people with disabilities.
For disability access information call (802)863-0450 TTY.
An Equal Opportunity Employer



City of Burlington, Vermont
Code Enforcement
645 Pine St
Burlington, VT 05401
PHONE: (802)863-0442
FAX: (802)652-4221

Owner Reference Information
RSN:150117
Name:WESTON STREET TRUST
Properties for this contact
15-17 WESTON STREET

Contact Information (Date of Birth is required)

Primary Contact / Billing Recipient (150117)

One person is designated as the contact person for Code Enforcement bills, orders and other communications if the property has multiple owners. (All owners on City Assessor records are included in our property record.)

Residence Address

205 South Prospect ST
Burlington, VT 05401
*194 Valley Field Drive
Colchester, VT, 05446*

Mailing Address

WESTON STREET TRUST
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

Contact Information

Primary Phone: [REDACTED]
Alternate Phone: [REDACTED]
Email Address: [REDACTED]
Date of Birth: 02/01/70
Currently Serving in Military? NO

Local Property Managing Agent (150117)

Local contact address and phone number is required for all owners who live outside Chittenden County. Local owners may also choose to designate a property manager. This person typically attends inspections, manages repairs, and receives copies of Code orders.

Residence Address

205 South Prospect ST
Burlington, VT 05401
*194 Valley Field Drive
Colchester, VT, 05446*

Mailing Address

WESTON STREET TRUST
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

Contact Information

Primary Phone: [REDACTED]
Alternate Phone: [REDACTED]
Email Address: [REDACTED]
Date of Birth: 02/01/70
Currently Serving in Military? NO

Service of Process Contact (150117)

A service of process contact is required, with physical address (no PO Box) and phone numbers within Chittenden County, if the primary contact does not reside within Chittenden County.

Residence Address

205 South Prospect ST
Burlington, VT 05401
*194 Valley Field Drive
Colchester, VT, 05446*

Mailing Address

WESTON STREET TRUST
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

Contact Information

Primary Phone: [REDACTED]
Alternate Phone: [REDACTED]
Email Address: [REDACTED]
Date of Birth: 02/01/70
Currently Serving in Military? NO

Emergency Contact (150117)

All rental properties must have an Emergency Contact with address and phone number within Chittenden County.

Residence Address

205 South Prospect ST
Burlington, VT 05401
*194 Valley Field Drive
Colchester, VT, 05446*

Mailing Address

WESTON STREET TRUST
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

Contact Information

Primary Phone: [REDACTED]
Alternate Phone: [REDACTED]
Email Address: [REDACTED]
Date of Birth: 02/01/70
Currently Serving in Military? NO



City of Burlington, Vermont
Code Enforcement
645 Pine St
Burlington, VT 05401
PHONE: (802)863-0442
FAX: (802)652-4221

Owner Reference Information
RSN:150117
Name:WESTON STREET TRUST
Properties for this contact
15-17 WESTON STREET

Contact Information (Date of Birth is required)

Primary Contact / Billing Recipient (150117)

One person is designated as the contact person for Code Enforcement bills, orders and other communications if the property has multiple owners. (All owners on City Assessor records are included in our property record.)

Residence Address

~~205 South Prospect ST~~ 194 Valley Field Drive
Burlington, VT 05401 Colchester, VT, 05446

Mailing Address

WESTON STREET TRUST
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

Contact Information

Primary Phone: [REDACTED]
Alternate Phone: [REDACTED]
Email Address: [REDACTED]
Date of Birth: 02/16/70
Currently Serving in Military? No

Local Property Managing Agent (150117)

Local contact address and phone number is required for all owners who live outside Chittenden County. Local owners may also choose to designate a property manager. This person typically attends inspections, manages repairs, and receives copies of Code orders.

Residence Address

~~205 South Prospect ST~~ 194 Valley Field Drive
Burlington, VT 05401 Colchester, VT, 05446

Mailing Address

WESTON STREET TRUST
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

Contact Information

Primary Phone: [REDACTED]
Alternate Phone: [REDACTED]
Email Address: [REDACTED]
Date of Birth: 02/16/70
Currently Serving in Military? No

Service of Process Contact (150117)

A service of process contact is required, with physical address (no PO Box) and phone numbers within Chittenden County, if the primary contact does not reside within Chittenden County.

Residence Address

~~205 South Prospect ST~~ 194 Valley Field Drive
Burlington, VT 05401 Colchester, VT, 05446

Mailing Address

WESTON STREET TRUST
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

Contact Information

Primary Phone: [REDACTED]
Alternate Phone: [REDACTED]
Email Address: [REDACTED]
Date of Birth: 02/16/70
Currently Serving in Military? No

Emergency Contact (150117)

All rental properties must have an Emergency Contact with address and phone number within Chittenden County.

Residence Address

~~205 South Prospect ST~~ 194 Valley Field Drive
Burlington, VT 05401 Colchester, VT, 05446

Mailing Address

WESTON STREET TRUST
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

Contact Information

Primary Phone: [REDACTED]
Alternate Phone: [REDACTED]
Email Address: [REDACTED]
Date of Birth: 02/16/70
Currently Serving in Military? No

The following information is required by law. Please list your tenant's information below.
Make a separate copy of information sheet for each rental property.

FILL IN INFORMATION FOR EACH UNIT AS FOLLOWS:

City of Seattle does not preclude the enforcement of permit requirements by Zoning or other City Departments.



City of Burlington, Vermont
Code Enforcement
645 Pine St
Burlington, VT 05401
PHONE: (802)863-0442
FAX: (802)652-4221



201608301

Owner Reference Information

RSN:150117

Name:WESTON STREET TRUST

400823

RECEIVED

MAR 24 2016

BURLINGTON
CODE ENFORCEMENT

Weston Street Trust
Count On It Business Service
6 Lime Rock Road
South Burlington, VT 05403-5836



Summary of Charges

Amount Due

2016 Rental Registration Fee 300.00

See below for detail of charges

Total Amount Due by April 1, 2016 \$300.00

Please verify the property, number of units, and number of residential rental units

Inv #	Fee Date	Parcel ID	Certificate of Compliance		Fee Description	Location (Residential Units, Rental Units)	Amount Due
			Expiration				
183104	02/18/16	045-1-239-000	09/19/16		2016 Rental Registration Fee	15-17 WESTON STREET(3,3)	300.00
Total Due							\$300.00

If we do not receive your payment by April 1, 2016, you will owe a \$13.00 per property late fee. No exceptions will be made to this fee if payment is not RECEIVED at our office by April 1, 2016.

Submit this form and completed owner registration information sheets with check for the amount stated above. Make checks payable to:

Burlington Code Enforcement
645 Pine St
Burlington, VT 05401

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND INSTRUCTION SHEETS. THE INFORMATION PROVIDED IS TRUE AS OF THE DATE OF FILING AND I UNDERSTAND THAT I MUST SUPPLEMENT THE INFORMATION IMMEDIATELY IF IT CHANGES.

Authorized Owner/Agent Signature: _____

Date: 3-24-16



City of Burlington, Vermont
Code Enforcement
645 Pine St
Burlington, VT 05401
PHONE: (802)863-0442
FAX: (802)652-4221

Owner Reference Information
RSN:150117
Name:WESTON STREET TRUST
Properties for this contact
15-17 WESTON STREET

Contact Information (Date of Birth is required)

Primary Contact / Billing Recipient (150117)

One person is designated as the contact person for Code Enforcement bills, orders and other communications if the property has multiple owners. (All owners on City Assessor records are included in our property record.)

Residence Address

~~205 South Prospect ST~~
~~Burlington, VT 05401~~
Center
50 West St Street
Winooski, Vt., 05404

Mailing Address

WESTON STREET TRUST
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

Contact Information

Primary Phone: [REDACTED]
Alternate Phone: [REDACTED]
Email Address: [REDACTED]
Date of Birth: 02/06/70
Currently Serving in Military? *NO*

Local Property Managing Agent (150117)

Local contact address and phone number is required for all owners who live outside Chittenden County. Local owners may also choose to designate a property manager. This person typically attends inspections, manages repairs, and receives copies of Code orders.

Residence Address

~~205 South Prospect ST~~
~~Burlington, VT 05401~~
Center
50 West St Street
Winooski, Vt., 05404

Mailing Address

WESTON STREET TRUST
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

Contact Information

Primary Phone: [REDACTED]
Alternate Phone: [REDACTED]
Email Address: [REDACTED]
Date of Birth: 02/06/70
Currently Serving in Military? *NI*

Service of Process Contact (150117)

A service of process contact is required, with physical address (no PO Box) and phone numbers within Chittenden County, if the primary contact does not reside within Chittenden County. 02/26/16 - Page 2

Residence Address

~~205 South Prospect ST~~
~~Burlington, VT 05401~~
Center
50 West St Street
Winooski, Vt., 05404

Mailing Address

WESTON STREET TRUST
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

Contact Information

Primary Phone: [REDACTED]
Alternate Phone: [REDACTED]
Email Address: [REDACTED]
Date of Birth: 02/06/70
Currently Serving in Military? *NO*

Emergency Contact (150117)

All rental properties must have an Emergency Contact with address and phone number within Chittenden County.

Residence Address

~~205 South Prospect ST~~
~~Burlington, VT 05401~~
Center
50 West St Street
Winooski, Vt., 05404

Mailing Address

WESTON STREET TRUST
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

Contact Information

Primary Phone: [REDACTED]
Alternate Phone: [REDACTED]
Email Address: [REDACTED]
Date of Birth: 02/06/70
Currently Serving in Military? *NO*

RENTAL REGISTRATION INFORMATION FORM

USE A SEPARATE SHEET FOR EACH PROPERTY. Additional sheets at: www.burlingtonvt.gov/CodeEnforcement/Forms

The following information is required by law. Please list your residential rental property with unit information below.

Property Location Address: 15-17 Weston Street Is this property exempt from the rental registration fee*? Y / N

Maximum number of allowed on-site parking spaces: 6 Number of vehicles currently used by residents: 6

Is this property heated by a central heating system, or by a heating system in each apartment? Y / N Central heating system

List each unit number or letter	Is this unit a rental? Y or N	# of rooms (do not count bathrooms)	# of bedrooms (studios & efficiencies put a 0 in box below)	# of bathrooms	Current number of residents	Maximum # of residents allowed on lease	If more than 4 un-related adults, has functional family [^] status been claimed? Y or N	Is the unit accessible to persons with disabilities? Y or N
1	Y	7	5	1	5	5	Y	N
2	Y	3	1	1	2	2	N/A	N
3	Y	2	1	1	2	1	N/A	N

* A property is fee exempt if it is used as a registered non-profit + Continue on additional sheets as needed.

[^] Functional family status defined in Appendix A Article 13 of Burlington City Ordinance.

Bing Enterprise Ltd
Hickok Place Trust
Buell Street Trust
North Willard St Trust
Weston Street Trust
6 Lime Rock Road
South Burlington, Vermont, 05403
Cell # 802-238-6821

Delivered by Hand

March 22, 2017

City of Burlington
Code Enforcement
645 Pine Street
Burlington, Vermont, 05401

Attention: William Ward, Director, Burlington Code Enforcement

Re: 2017 Rental Registrations:

Bing Enterprise Ltd	RSN	143944
Hickok Place Trust	RSN	150115
Buell Street Trust	RSN	145259
North Willard St Trust	RSN	150116
Weston Street Trust	RSN	150117

Dear Mr. Ward:

For each of the above listed property owners please find:

1- Registration fee

Bing Enterprise Ltd	RSN	143944	\$1200
Hickok Place Trust	RSN	150115	\$ 100
Buell Street Trust	RSN	145259	\$ 100
North Willard St Trust	RSN	150116	\$ 200
Weston Street Trust	RSN	150117	\$ 300

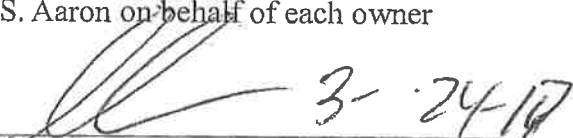
2- Signed and dated invoice

3- Contact information

4- Property information sheet

Please be good enough to acknowledge receipt hereof on the copy of this letter.

Very truly yours,
Keith S. Aaron on behalf of each owner


Keith S. Aaron

RECEIVED
MAR 24 2017
BURLINGTON
CODE ENFORCEMENT



CODE ENFORCEMENT OFFICE
645A Pine St, PO Box 849
Burlington, VT 05401-0849
VOICE: (802)863-0442
FAX: (802)652-4221

2017 Rental Registration Information

400824



Weston Street Trust
C/O Count On It Business Services
6 Lime Rock Road
South Burlington, VT 05403-5836

Owner Reference Information

RSN:150117

Name:WESTON STREET TRUST

Dear Residential Rental Property Owner/Manager:

Please find enclosed the 2017 Rental Registration invoice and mandatory information forms. Please note the following:

- Payments may now be paid by credit card, in person or by phone. There will be a \$3 minimum handling fee for transactions up to \$100. Above \$100, the fee charged will be 2.65% of the total amount being charged;
- Certificates of Compliance (CoC) expiration dates are noted on the bills for each property. Properties with expired CoC's are considered to have an interim certificate if the registration application and related fees are submitted and paid. It remains our practice to email reminders 30 days prior to expiration of CoC's. It is the property owner/manager's responsibility to ensure the related minimum housing inspections are scheduled with this office;
- Payments and the completed, signed forms are due by April 1, 2017 to avoid a \$13.00 per property late fee;
- Beginning this year, liens will be filed with the Clerk's office for unpaid re-inspection fees as well as unpaid rental registration fees;

Rental Registration Instructions:

1. Review the invoice and registration information for accuracy, making all necessary corrections. Update all contact information including the current email for each property;
2. Complete a new property information sheet for each property;
3. Sign and date on the front of the invoice to verify accuracy;
4. Checks should be made payable to Burlington Code Enforcement;
5. Return all pages – invoice, contact information sheet and property information sheets, payment- to Code Enforcement, 645 Pine St, Burlington, VT 05401

Property owners who live outside Chittenden County **must** designate a local property manager.
It is your responsibility to update all information with us whenever a change occurs during the year.

Finally, as many are aware, the City of Burlington utilizes a service called See Click Fix (SCF.) Code Enforcement has found it to be incredibly valuable in tackling and addressing community issues such as trash on the greenbelt, graffiti, lawn parking and more. It is simple to use. Please consider downloading the app and creating a monitoring area that includes your rental properties. You will be notified when an issue is posted regarding your properties and can resolve it before CE even knows it's been posted. This is a great property management tool.

This past year was more successful than last and the Department of Code Enforcement appreciates the ongoing attention being paid to the safety of the Burlington rental units. Your continued cooperation is greatly appreciated and for that I thank you.

Sincerely,

William M Ward
Director, Burlington Code Enforcement

Information available in alternative media forms for people with disabilities.
For disability access information call (802)863-0450 TTY.
An Equal Opportunity Employer



City of Burlington, Vermont
Code Enforcement
645 Pine St
Burlington, VT 05401
PHONE: (802)863-0442
FAX: (802)652-4221



201657891

Owner Reference Information
RSN:150117
Name:WESTON STREET TRUST

Summary of Charges	Amount Due
2017 Rental Registration Fee	300.00
Total Amount Due by April 1, 2017	\$300.00

See below for detail of charges

Please verify the property, number of units, and number of residential rental units

Inv #	Fee Date	Parcel ID	Certificate of Compliance Expiration	Fee Description	Location (Residential Units, Rental Units)	Amount Due
200553	02/09/17	045-1-239-000	09/19/16	2017 Rental Registration Fee	15-17 WESTON STREET(3,3)	300.00
Total Due						\$300.00

If we do not receive your payment by April 1, 2017, you will owe a \$13.00 per property late fee. No exceptions will be made to this fee if payment is not RECEIVED at our office by April 1, 2017.

Submit this form and completed owner registration information sheets with check for the amount stated above. Make checks payable to:

Burlington Code Enforcement
645 Pine St
Burlington, VT 05401

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND INSTRUCTION SHEETS. THE INFORMATION PROVIDED IS TRUE AS OF THE DATE OF FILING AND I UNDERSTAND THAT I MUST SUPPLEMENT THE INFORMATION IMMEDIATELY IF IT CHANGES.

Authorized Owner/Agent Signature: _____

Date: 3/15/2017

RENTAL REGISTRATION INFORMATION FORM

USE A SEPARATE SHEET FOR EACH PROPERTY. Additional sheets at: www.burlingtonvt.gov/CodeEnforcement/Forms

The following information is required by law. Please list your residential rental property with unit information below.

Property Location Address: 05-17 Webster St. Is this property exempt from the rental registration fee*? Y / N Y

Maximum number of allowed on-site parking spaces: 6 Number of vehicles currently used by residents: 6

Is this property heated by a central heating system, or by a heating system in each apartment? Y / N Central heating system

List each unit number or letter	Is this unit a rental? Y or N	# of rooms (do not count bathrooms)	# of bedrooms (studios & efficiencies put a 0 in box below)	# of bathrooms	Current number of residents	Maximum # of residents allowed on lease	If more than 4 unrelated adults, has functional family^ status been claimed? Y or N	Is the unit accessible to persons with disabilities? Y or N
1	Y	7	5	1	5	5	Yes	Nu
2	Y	3	1	1	1	1	N/A	No
3	Y	2	1	1	1	1	N/A	No

* A property is fee exempt if it is used as a registered non-profit + Continue on additional sheets as needed.

^ Functional family status defined in Appendix A Article 13 of Burlington City Ordinance.

RECEIVED

MAR 28 2018

BURLINGTON
CODE ENFORCEMENT

Bing EnterpriseLtd
Hickok Place Trust
Buell Street Trust
North Willard St Trust
Weston Street Trust
6 Lime Rock Road
South Burlington, Vermont, 05403
Cell # 802-238-6821

Delivered by Hand

March 28, 2018

City of Burlington
Code Enforcement
645 Pine Street
Burlington, Vermont, 05401

Attention: William Ward, Director, Burlington Code Enforcement

Re: 2018 Rental Registrations:

Bing EnterpriseLtd	RSN	143944
Hickok Place Trust	RSN	150115
Buell Street Trust	RSN	145259
North Willard St Trust	RSN	150116
Weston Street Trust	RSN	150117

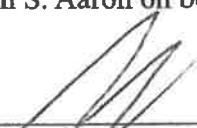
Dear Mr. Ward:

For each of the above listed property owners please find:

- | | | | |
|-------------------------------|-----|--------|--------|
| 1- Registration fee | | | |
| Bing EnterpriseLtd | RSN | 143944 | \$1200 |
| Hickok Place Trust | RSN | 150115 | \$ 100 |
| Buell Street Trust | RSN | 145259 | \$ 100 |
| North Willard St Trust | RSN | 150116 | \$ 200 |
| Weston Street Trust | RSN | 150117 | \$ 300 |
| 2- Signed and dated invoice | | | |
| 3- Contact information | | | |
| 4- Property information sheet | | | |

Please be good enough to acknowledge receipt hereof on the copy of this letter.

Very truly yours
Keith S. Aaron on behalf of each owner



Keith S. Aaron

03/27/2018 12:57 ABL PAINT GLASS FLOORING

(FAX) 18026550900



City of Burlington, Vermont
Code Enforcement
845 Pine St
Burlington, VT 05401
PHONE: (802)863-0442
FAX: (802)862-4221



150117

05060882

Weston Street Trust
C/O Count On It Business Services
6 Lime Rock Rd
South Burlington, VT 05403-9836



Dear Residential Rental Property Owner/Manager:

The 2018 Rental Registration Invoice, along with the required owner, manager and property information forms are enclosed. Registrations are not considered complete unless the forms are returned with the fees due. If you find any errors or received your packet late, please contact our office so we can make the proper adjustments.

The bill also includes a Certificate of Compliance (CoC) expiration date listed on the invoice for each property. For expired CoC's, a new interim certificate shall be issued upon filing of the applicable registration application and all registration fees owed. If your CoC is expired, please contact our office to schedule an inspection. For CoC's expiring in upcoming months owners should expect an e-mail notice 30 days prior to the expiration date.

Please be aware that payment and the completed and signed forms are due in our office April 1, 2018 to avoid an automatic \$13.00 per property late fee. All unpaid fees will have liens placed upon the property after 90 days. This will include unpaid and uncontested re-inspection fees.

Rental Registration Instructions:

1. Review the invoice and registration information for accuracy, making all necessary corrections. Check carefully and update the accuracy of all contact information, and fill in any blank items.
2. Fill out a new property information sheet for each property.
3. Sign and date the front of the invoice to confirm the accuracy of the information.
4. Make your check payable to Burlington Code Enforcement.
5. Return all pages: the invoice, the Contact Information sheet, and the Property Information sheet with your payment to: Code Enforcement, 845 Pine Street, Burlington, VT 05401.

Owners who live outside of Chittenden County must designate a local property manager, emergency contact, and service of process with all required information.

It is your legal responsibility to update this information with us whenever a change occurs during the year.

We have also included the following important information in your packet:

- ▶ Handout from Chittenden Solid Waste District regarding mandatory recycling and current recyclable materials-these should be passed along to tenants; and
- ▶ An overview of the 2017 changes in the recycling ordinance along with a sales flyer for covered, wheeled, recycling totes.

USE A SEPARATE SHEET FOR EACH PROPERTY. Additional sheets at: www.burlingtonvt.gov/CodeEnforcement/Forms
The following information is required by law. Please list your residential rental property with unit information below.

Maximum number of allowed on-site parking spaces: 6 Number of vehicles currently used by residents: 6

Maximum number of allowed on-site parking spaces: 6 Number of vehicles currently used by residents: 6

Maximum number of units	# of units	Current	Maximum
Is this property heated by a central heating system, or by a heating system in each apartment?			

* A property is fee exempt if it is used as a registered non-profit + Continue on additional sheets as needed.



CODE ENFORCEMENT OFFICE
645A Pine St, PO Box 849
Burlington, VT 05402-0849
PHONE: (802) 863-0442
FAX: (802) 652-4221

2008 Rental Registration Information

Keith S. Aaron
Weston Street Trust
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

OWNER REFERENCE NUMBER: 150117

Dear Residential Rental Property Owner/Manager:

Your 2008 Rental Registration invoice, along with the required owner, manager, and property information forms are enclosed. You are required to update the registration forms each year.

Please be aware that your payment and your completed and signed forms must be received at our office prior to April 1, 2008 to avoid an automatic \$13.00 per property late fee.

Rental Registration Instructions:

1. Review the invoice and registration information for accuracy, making all necessary corrections. Check carefully and update the accuracy of all contact information, and fill in any blank items.
2. Fill out a new property information sheet for each property.
3. Sign and date the front of the invoice to confirm the accuracy of the information.
4. Make your check payable to Burlington Code Enforcement.
5. **Return all pages**--the invoice, the Contact Information sheet, and the Property Information sheet--with your payment to: Code Enforcement, 645 Pine Street, Burlington, VT 05401.

Owners who live outside of Chittenden County must designate a local property manager, emergency contact, and service of process and provide all information listed for each contact. PO boxes may only be used for mailing addresses; an actual physical address is also required.

It is your legal responsibility to update this information with us whenever a change occurs during the year.



City of Burlington Vermont
Code Enforcement
645 Pine Street
Burlington, VT 05401
PHONE: (802) 863-0442
FAX: (802) 652-4221

**2008 Account Statement
Owner Reference File 150117**

Weston Street Trust
Keith S. Aaron
Count On It Business Service
6 Lime Rock Rd
South Burlington, VT 05403

**Complete, sign and
return this packet with
your payment**

Summary of Charges		Amount Due
2008 Rental Registration Fee		225.00
See reverse side for detail of charges		
Total Amount Due by April 1, 2008		\$225.00

Submit this form and completed owner registration information sheets with check for the amount stated on the 2008 Account Statement, made payable to:

**Burlington Code Enforcement
645 Pine Street
Burlington, VT 05401**

If we do not receive your payment by April 1, 2008, you will owe a \$13.00 per property late fee.

I HAVE READ AND UNDERSTAND THE ATTACHED REGISTRATION INFORMATION AND INSTRUCTION SHEETS. THE INFORMATION PROVIDED IS TRUE AS OF THE DATE OF FILING AND I UNDERSTAND THAT I MUST SUPPLEMENT THE INFORMATION IMMEDIATELY IF IT CHANGES.

Authorized Owner / Agent Signature: _____

Date: _____

Owner Reference File 150117

Burlington Development Review Board

149 Church Street, City Hall

Burlington, VT 05401

www.burlingtonvt.gov/pz/DRB

Telephone: (802) 865-7188

Fax (802) 865-7195

Brad Rabinowitz

AJ LaRosa

Austin Hart

Springer Harris

Geoff Hand

Alexandra Zipparo

Samantha Tilton

Jim Drummond, (Alternate)

Zoraya Hightower, (Alternate)



BURLINGTON DEVELOPMENT REVIEW BOARD Tuesday February 5th, 2019, 5:00 PM Contois Auditorium, City Hall, 149 Church St, Burlington, VT AGENDA

- I. Agenda
- II. Communications
- III. Minutes
- IV. Consent

1. **19-0476CA; 180 Intervale Road (E-AE, Ward 2C) Intervale Center Inc.**
Install a new driveway and parking area to the north of the farmhouse, and narrow the existing driveway to the south of the farmhouse (Project Manager: Ryan Morrison)
2. **19-0496CA/CU; 99 Rose St (RM, Ward 3C) Emily Hunter and Eric Perkins**
366s.f addition for Accessory Dwelling unit. (Project Manager: Ryan Morrison)
3. **19-0504CU; 49 Mansfield Ave (RL, Ward 1E) Nancy Kaplan 1998 Trust/ Andrew N. Raubvogel Living Trust**
Request one bedroom bed and breakfast (Project Manager: Ryan Morrison)

V. Public Hearing

1. **19-0436AP; 15-17 Weston St (RL, Ward 1E) Philip Irwin Aaron**
Appeal of NOV 345151 relating to occupancy of a dwelling by more than 4 unrelated adults (Project Manager: Scott Gustin)
2. **19-0355CA; 441 Shelburne St (RM, Ward 5S) 441 Shelburne Rd, LLC**
Convert boarding house and duplex to 10 unit residential apartments with associated site improvements. Reapplication for expired zoning permit. (Project Manager: Scott Gustin)

VI. Adjournment

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/dr/ agendas or the office notice board, one week before the hearing for the order in which items will be heard.

Department of Planning and Zoning

149 Church Street

Burlington, VT 05401

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

Telephone: (802) 865-7188

(802) 865-7195 (FAX)

David E. White, FAICP, Director
Meagan Tuttle, 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
Shaileigh Draper, Planning & Zoning Clerk



MEMORANDUM

To: Development Review Board
From: Ryan Morrison, Associate Planner
Date: February 5, 2019
RE: 19-0504CU; 49 Mansfield 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.

File: ZP19-0504CU

Location: 49 Mansfield Avenue

Zone: RL **Ward:** 1E

Date application accepted: January 3, 2019

Applicant/ Owner: Andrew Raubvogel & Nancy Kaplan

Parking District: Neighborhood

Request: To permit a bed and breakfast use in one bedroom in the existing single family residence.



Applicable Regulations:

Appendix A (Use Table – All Zoning Districts), Article 3 (Applications, Permits, and Project Reviews), Article 8 (Parking)

Background:

- **Zoning Permit 05-639BA**; Remove front yard parking area and return to greenspace; delineate remaining parking area; thin width of driveway and extend to the existing garage. Approved May 27, 2005.
- **Zoning Permit 12-0824FC**; installation of wooden fence. Approved March 22, 2012.
- **Zoning Permit 12-0983CA**; new rear addition; two stone patios; reconfigure driveway and parking area. Approved June 12, 2012.
- **Zoning Permit 17-0179CA**; replace front steps and enlarge front porch. Approved August 31, 2016.
- **Zoning Permit 18-0363CA**; add auxiliary porch railings to meet safety code. Approved October 12, 2017.
- **Zoning Permit 18-0783CA**; conform site plans from ZP12-0983CA and ZP17-0179CA to show correct lot coverage. Approved March 29, 2018.

Overview:

The applicant proposes to convert one bedroom within the existing single family dwelling to a bed and breakfast rental. The 5-bedroom home was constructed in 1890.

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

I. Findings

Appendix A: Use Table – All Zoning Districts

Bed and Breakfast is a Conditional Use in the RL zoning district. Footnotes 4 & 6 of Appendix A apply to bed and breakfasts. Footnote #4 states: “*No more than 5 rooms permitted to be let in any district where bed and breakfast is a conditional use. No more than 3 rooms permitted to be let in the RL district.*” Footnote #6 states: “*Must be owner-occupied.*” The applicant proposes to rent out 1 bedroom within the 5-bedroom home as a bed and breakfast use. The owner currently resides on the property. **Affirmative finding.**

Article 3: Applications, Permits and Project Reviews

Part 5: Conditional Use and Major Impact Review

Section 3.5.6 Review Criteria

(a) Conditional Use Review Standards

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

1. *Existing or planned public utilities, facilities, or services are capable of supporting the proposed use in addition to the existing uses in the area;*
The proposal will have minimal impact on public utilities, facilities and services. It is possible that a state wastewater permit will be required, and if so, the applicant will be responsible for securing said permit. **Affirmative finding as 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 property is within an established residential neighborhood and a residential zoning district. The Residential Low Density (RL) zoning district is intended primarily for low-density residential development in the form of single detached dwellings and duplexes. B&Bs have the potential for up to 3 rooms in the underlying zoning district. The proposal should result in little to no change in traffic and circulation impacts. The B&B is accessory to the single family home, which is consistent with the intent of the zoning district. **Affirmative finding.**

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

No greater impacts are anticipated than other residential uses in the area. **Affirmative finding.**

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

This parcel is located on Mansfield Avenue, a residentially developed street with a few mixed uses throughout. The mixed uses include Mount Saint Marys Convent, Mater Christi School (Pre-K thru 8th grade), the American Red Cross, and a few UVM associated buildings. The subject property's driveway and garage combination provides adequate space to accommodate the 3 required parking spaces. It is expected that the B&B use will generate one additional vehicle to the property when occupied. There are transit stops within walking distance, on Colchester Avenue and North & South Prospect Streets. Sidewalks line both sides of Mansfield Avenue. The proposal is not expected to create adverse impacts on the existing transportation system. **Affirmative finding.**

5. *The utilization of renewable energy resources;*

Nothing within the application prevents the use of wind, solar, water, geothermal or other renewable energy resource. **Affirmative finding.**
and;

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

The application and resultant change in use will be required to meet all bylaws and city and state ordinances in effect. Specific to the proposed use, the applicant will have to ensure compliance with state regulations regarding short-term B&B type rentals, including but not limited to payment of required rooms and meals taxes. **Affirmative finding as 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;*
Not applicable. No changes to the site are proposed.
2. *Time limits for construction.*
Not applicable. There is no construction proposed.
3. *Hours of operation and/or construction to reduce the impact on surrounding properties.*
It is recommended that guests' arrivals and departures be limited to 7:00 am – 10:00 pm to minimize noise, traffic, and neighborhood nuisances. **Affirmative finding as conditioned.**
4. *That any future enlargement or alteration of the use return for review to the DRB to permit the specifying of new conditions,*
There are no enlargements or alterations proposed. However, should the applicant wish to add an additional B&B room(s), the change will require review and permitting under regulations in effect at that time. **Affirmative finding as 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.*
None identified.

Article 8: Parking

Table 8.1.8-1 Minimum Off-Street Parking Requirements

In the Neighborhood Parking District, single family uses require 2 parking spaces per unit. B&Bs require 1 parking space per room. A total of 3 off-street parking spaces will be required. The driveway/garage combination provides 4 off-street parking spaces. **Affirmative finding.**

II. Conditions of Approval

1. This approval is for a 1-room Bed and Breakfast use, in association with the single family dwelling. The applicant will allow Code Enforcement to periodically confirm that the use is limited to the one bedroom rental limitation. This may include review of web-based advertising, posted guest comments, or response to neighborhood complaint.
2. The subject property must be, and remain, owner occupied as long as the B&B use remains in operation.
3. It is recommended that guests' arrival and departures be limited to 7:00 am – 10:00 pm to minimize noise, traffic, and neighborhood nuisance.
4. All guest parking shall be on-site and off-street.

5. The applicant will have to ensure compliance with state regulations regarding short-term B&B type rentals, including but not limited to payment of required rooms and meals taxes.
6. Any additional B&B room, or physical alteration, will require a new zoning permit, subject to regulations in effect at the time of permit application submittal.
7. 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.
8. The applicant/property owner shall secure a state wastewater permit, should one be required for the proposal.
9. Standard Permit Conditions 1-15.

Site Coverage:

Zoning, Medium-Density Residential (RM)

Parcel Size 4,208 ft.² (0.097 Acres)

Allowable Coverage at 40% 1,683 ft.²

Existing Onsite Coverage Removed:

A.C. Driveway & Path 158 ft.²

Rear Covered Landing 18 ft.²

Total = 176 ft.² (4.2%)

Proposed Onsite Coverage:

Rear Covered Decks & Stairs 142 ft.²

Rear Steps 10 ft.²

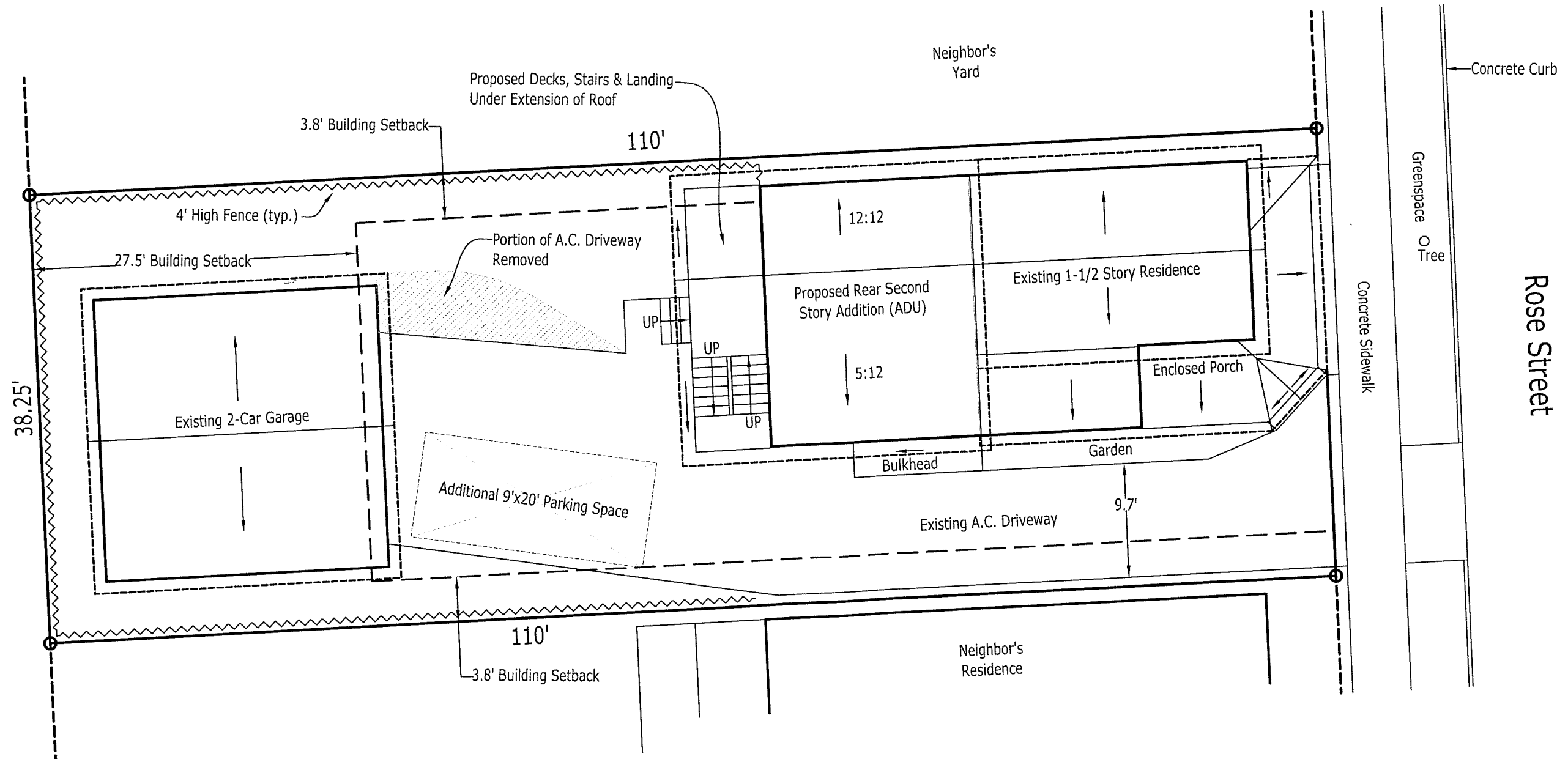
A.C. Path 13 ft.²

Total = 165 ft.² (3.9%)

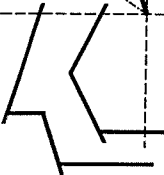
Total Existing & Proposed Onsite Coverage = 2,921 ft.² (69.4%)



DEPARTMENT OF
PLANNING & ZONING



RESONATE



SITE PLAN FOR
ERIC PERKINS & EMILY HUNTER
99 ROSE STREET
BURLINGTON VERMONT

DATE: 12/21/18

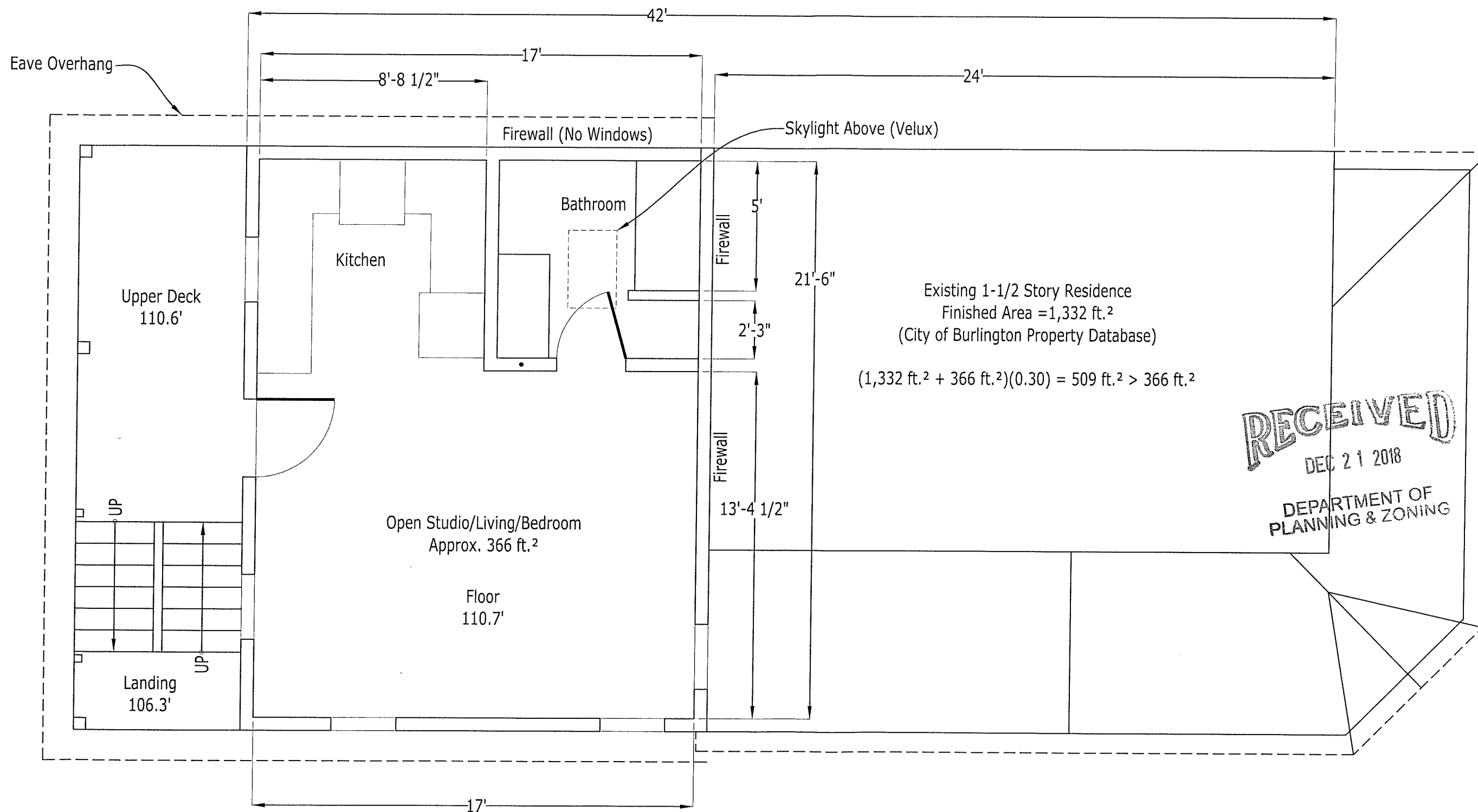
SCALE: 1/4" =

DRAWN: LRG

JOB: PRKS-HN
18016

SHEET:

5



RESONATE

PROPOSED FLOOR PLAN FOR
ERIC PERKINS & EMILY HUNTER
99 ROSE STREET
BURLINGTON, VERMONT

DATE: 12/21/18

SCALE: 1/4" =

DRAWN: LRG

JOB: PRKS-HN
18016

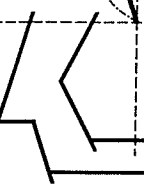
SHEET:

6



RECEIVED
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DEPARTMENT OF
PLANNING & ZONING

RESONATE



PROPOSED FRONT/EAST ELEVATION FOR
ERIC PERKINS & EMILY HUNTER
99 ROSE STREET
BRIDGINGTON, VERMONT

DATE: 12/21/18

SCALE: 3/8" = 1'

DRAWN: LRG

JOB: PRKS-HN
18016

SHEET: 7



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PLANNING & ZONING

PROPOSED SOUTH ELEVATION FOR
ERIC PERKINS & EMILY HUNTER
99 ROSE STREET
BURLINGTON, VERMONT

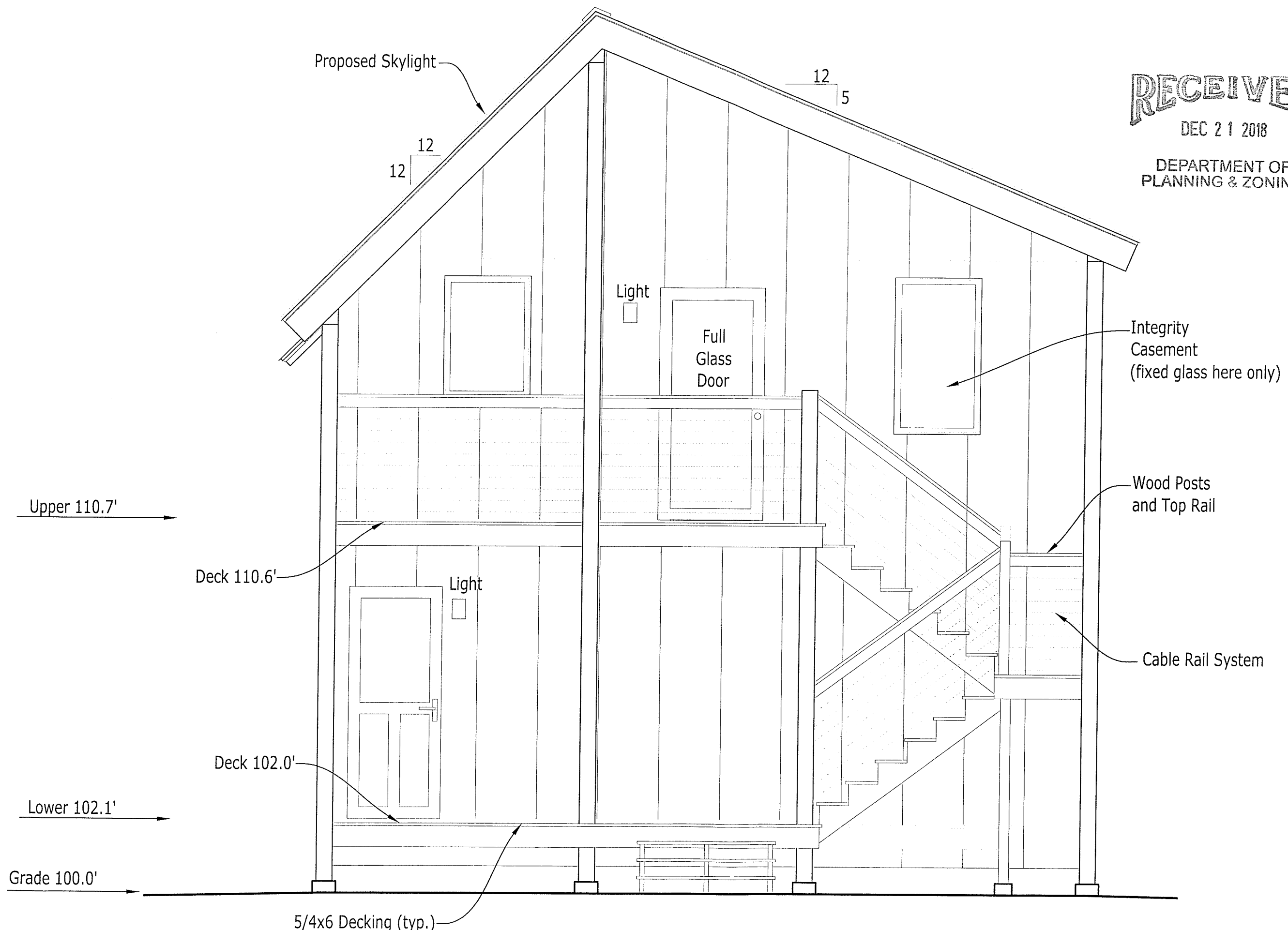
DATE: 12/21/18

SCALE: 1/4" = 1'-0"

DRAWN: LRG

JOB: PRKS-HM
18016

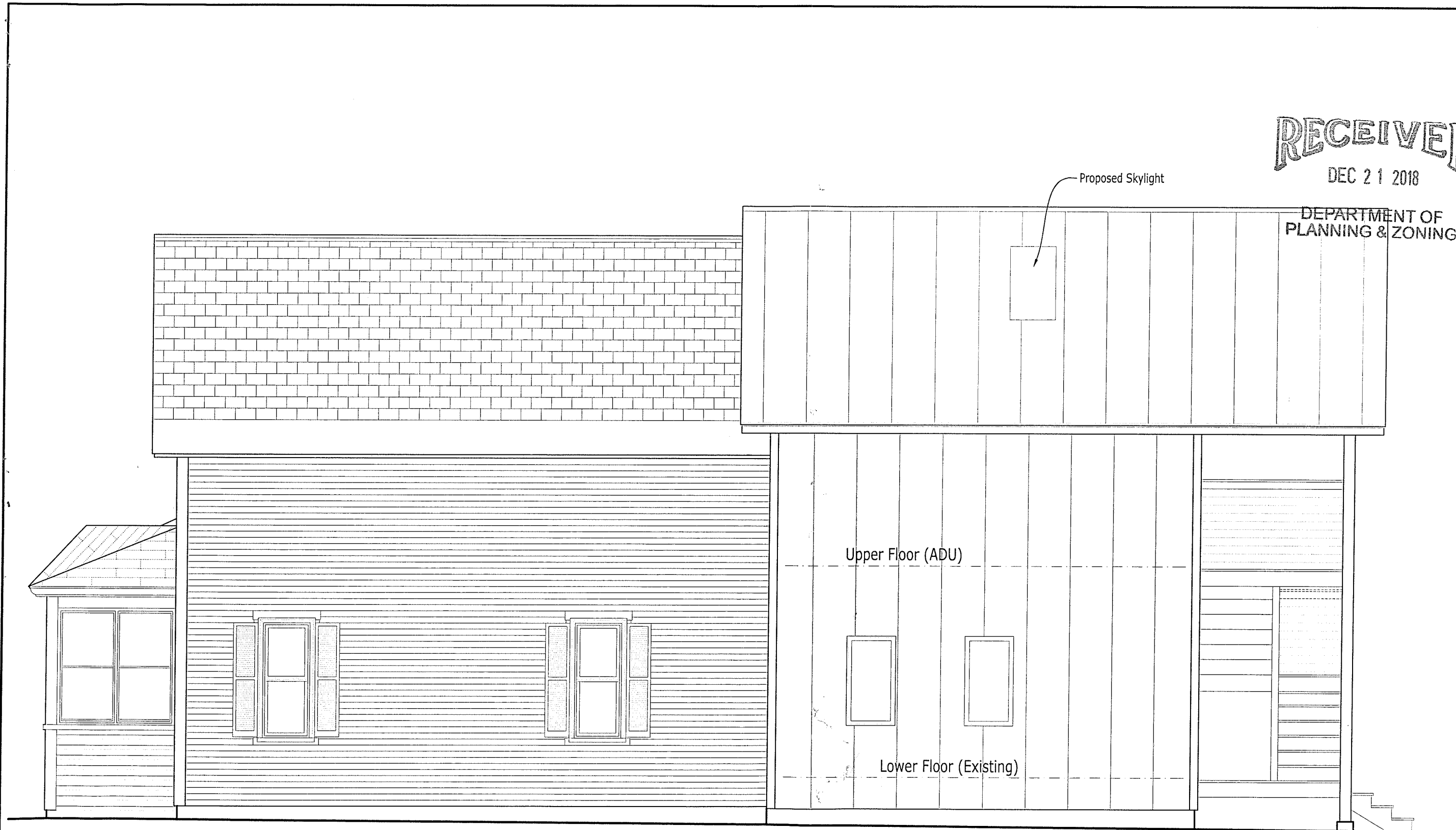
SHEET: 8



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 PLANNING & ZONING

RESONATE
 PROPOSED REAR/WEST ELEVATION FOR
 ERIC PERKINS & EMILY HUNTER
 99 ROSE STREET
 BURLINGTON, VERMONT

DATE: 12/21/18
 SCALE: 3/8" = 1'-0"
 DRAWN: LRG
 JOB: PRKS-HM
 18016
 SHEET: 9



RECEIVED
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DEPARTMENT OF
PLANNING & ZONING

PROPOSED NORTH ELEVATION FOR
ERIC PERKINS & EMILY HUNTER
99 ROSE STREET
BURLINGTON, VERMONT

DATE: 12/21/1

SCALE: 1/4" =

DRAWN: LRG

JOB: PRKS-HN
18016

SHEET:
10

Site Coverage:

Zoning, Medium-Density Residential (RM)

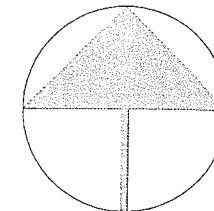
Parcel Size 4,208 ft.² (0.097 Acres)

Allowable Coverage at 40% 1,683 ft.²

Existing Onsite Coverage:

Residence	875 ft. ²
Enclosed Front Porch	174 ft. ²
Bulkhead	32 ft. ²
Rear Covered Landing	18 ft. ²
2-Car Garage	576 ft. ²
A.C. Driveway Path & Step	1,257 ft. ²

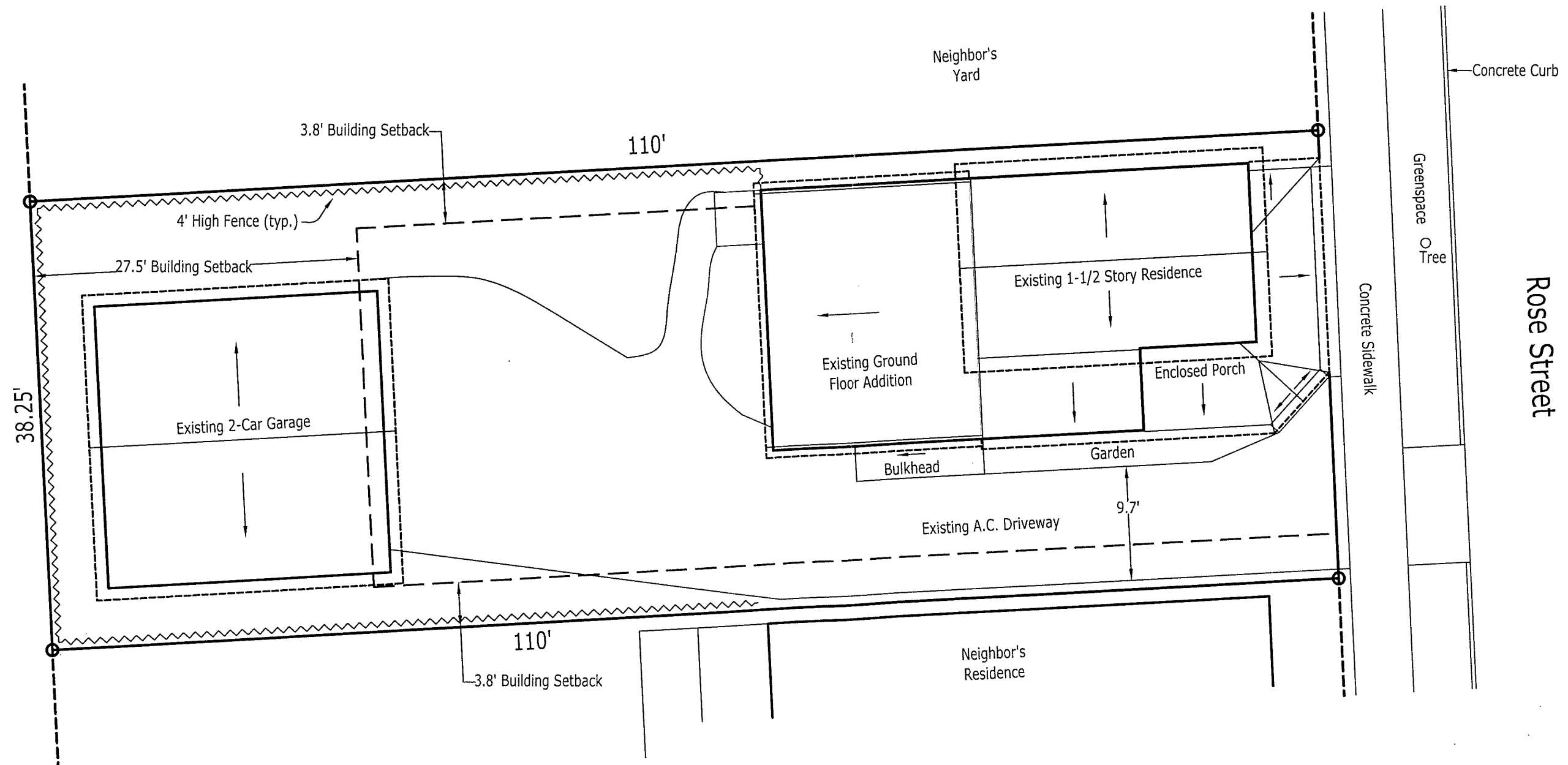
Total = 2,932 ft.² (69.7%)



NORTH-APPROX

RECEIVED
DEC 21 2018

DEPARTMENT OF
PLANNING & ZONING



RESONATE
SITE EXISTING CONDITIONS FOR
ERIC PERKINS & EMILY HUNTER
99 ROSE STREET
BURLINGTON, VERMONT

DATE: 12/21/18

SCALE: 1/4" =

DRAWN: LRG

JOB: PRKS-HN
18016

SHEET:

1



- - - Front/East Elevation - - -



- - - Rear/West Elevation - - -

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DEPARTMENT OF
PLANNING & ZONING

EXISTING EAST & WEST ELEVATIONS FOR
ERIC PERKINS & EMILY HUNTER
99 ROSE STREET
BURLINGTON VERMONT

DATE: 12/21/18

SCALE: 1/4" =

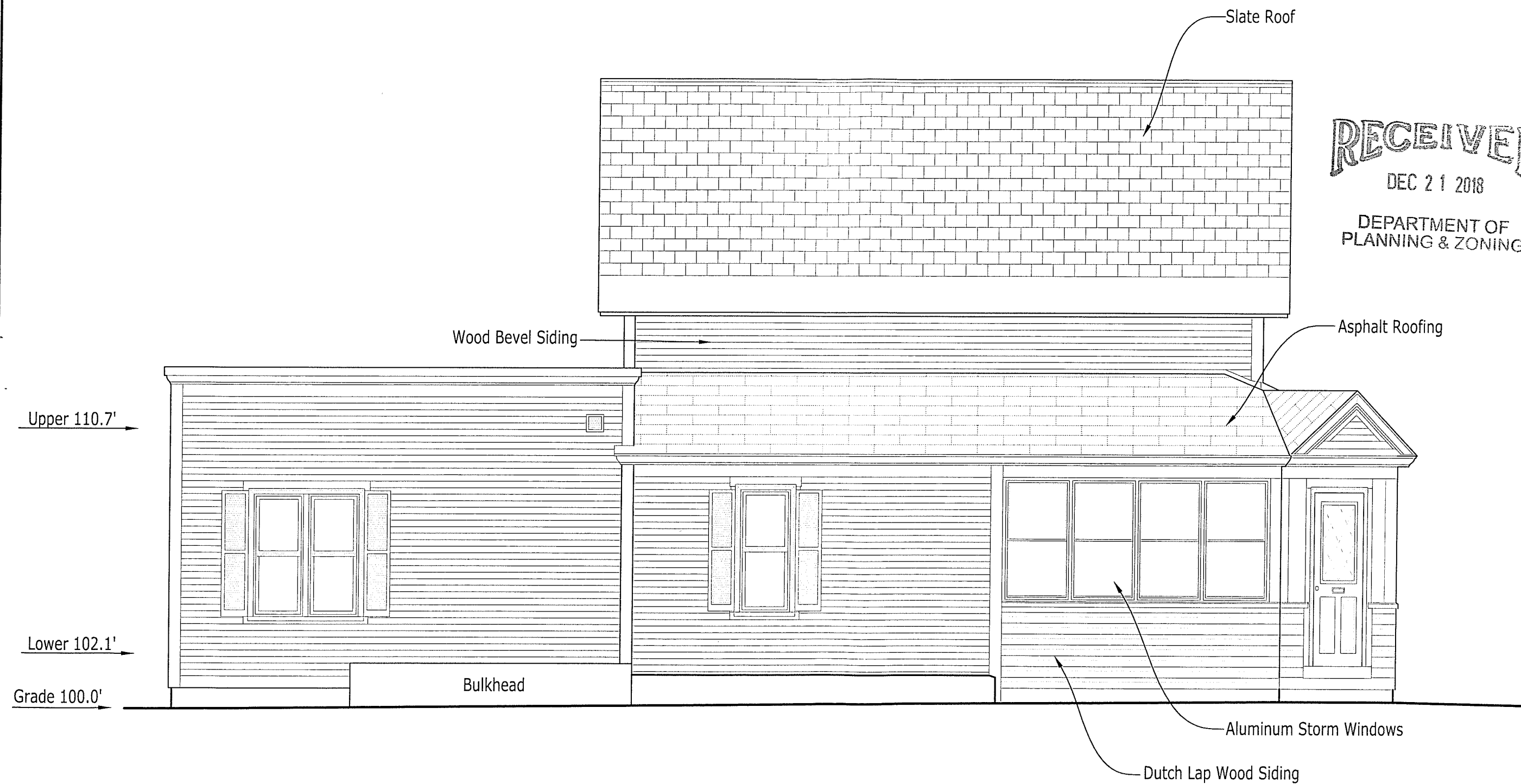
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JOB: PRKS-HN
18016

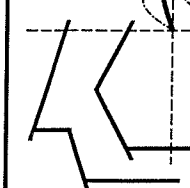
SHEET:

2

RESONATE



RESONATE



EXISTING SOUTH ELEVATION FOR
ERIC PERKINS & EMILY HUNTER
99 ROSE STREET
BURLINGTON VERMONT

DATE: 12/21/18

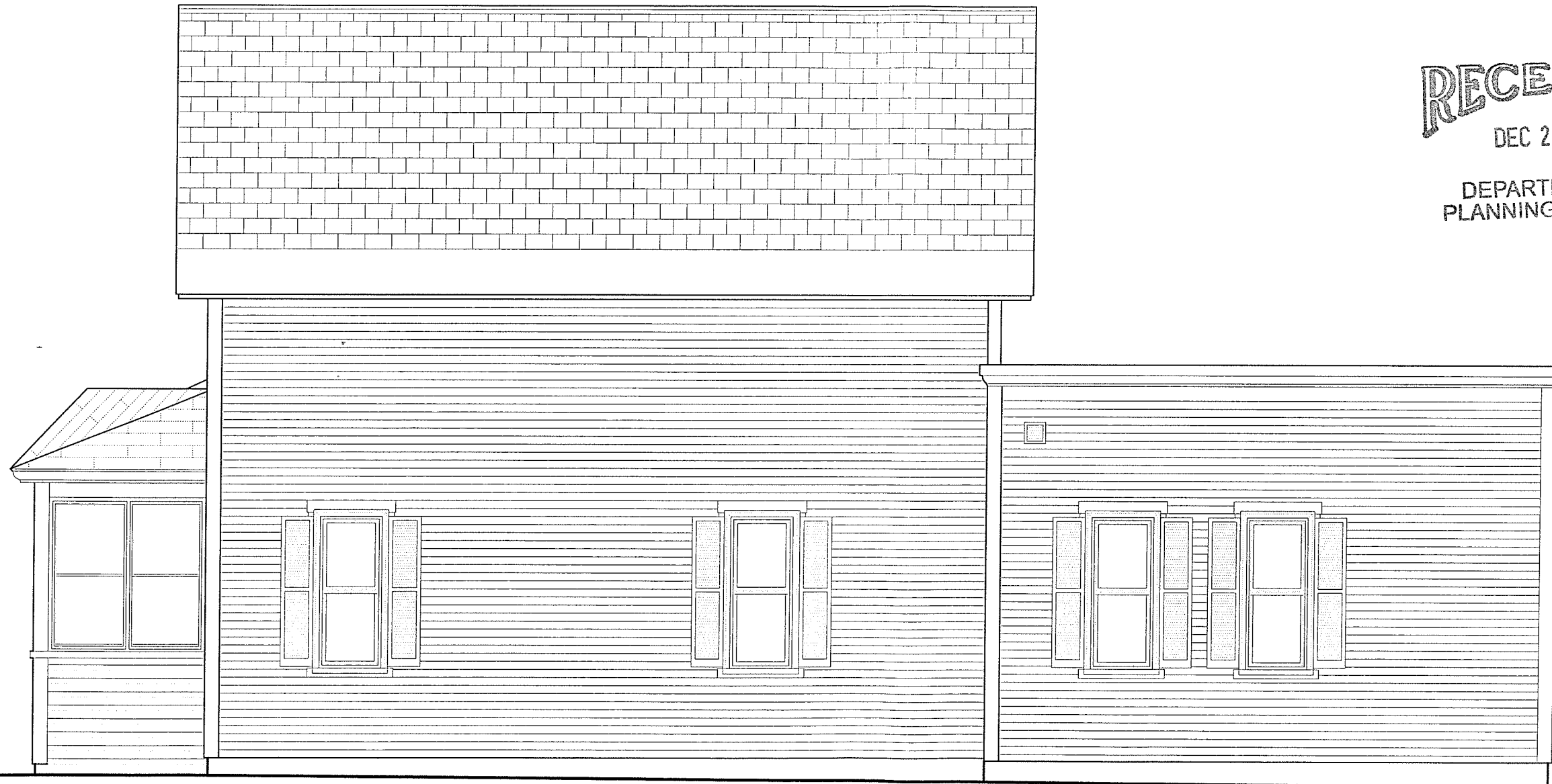
SCALE: 1/4" =

DRAWN: LRG

JOB: PRKS-HN
18016

SHEET:

3



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DEC 21 2018

DEPARTMENT OF
PLANNING & ZONING

EXISTING NORTH ELEVATION FOR
ERIC PERKINS & EMILY HUNTER

99 ROSE STREET
BURLINGTON, VERMONT

DATE: 12/21/18

SCALE: 1/4" =

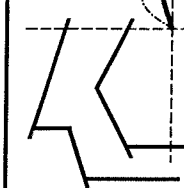
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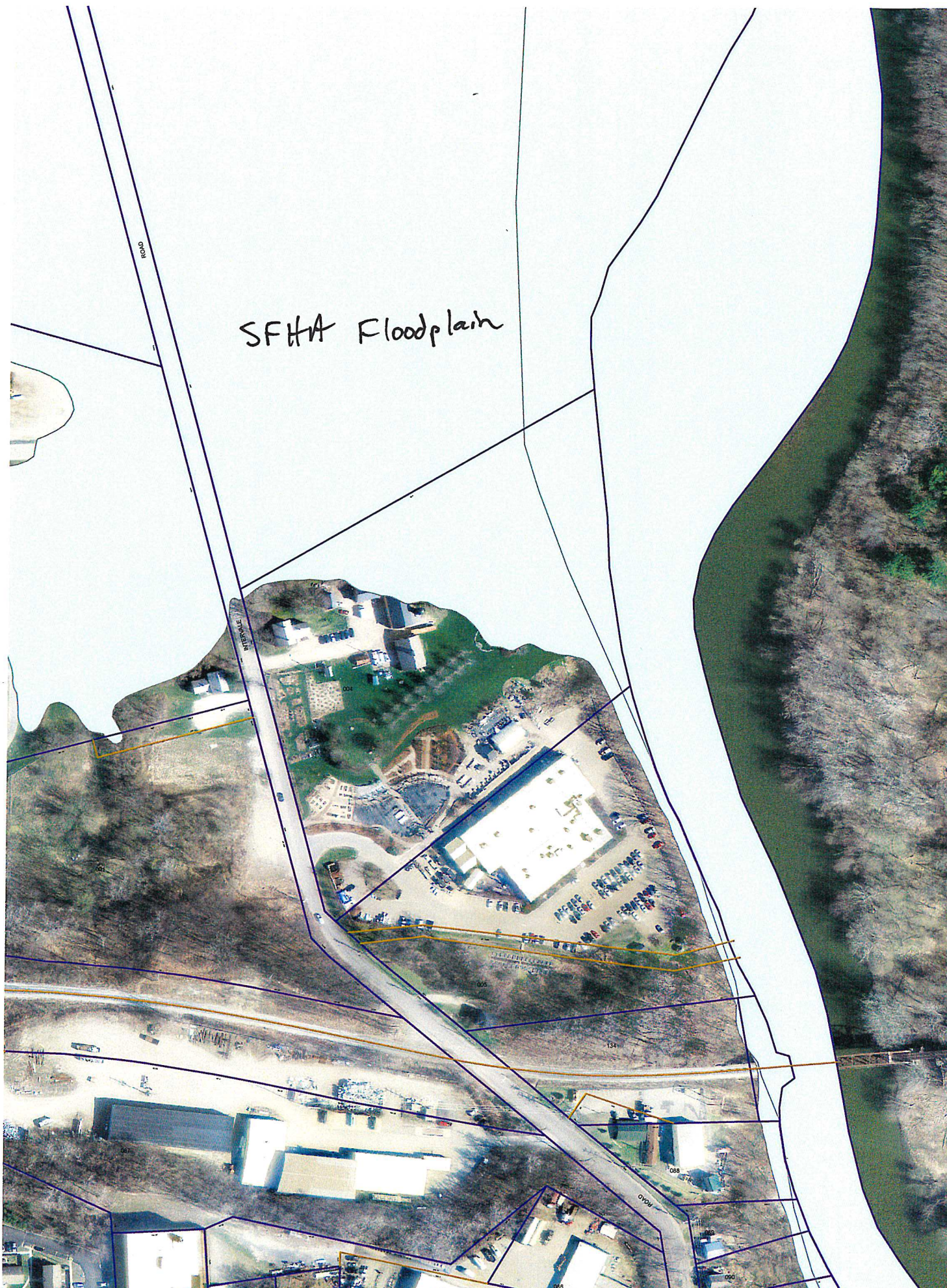
JOB: PRKS-HN
18016

SHEET:

4

RESONATE



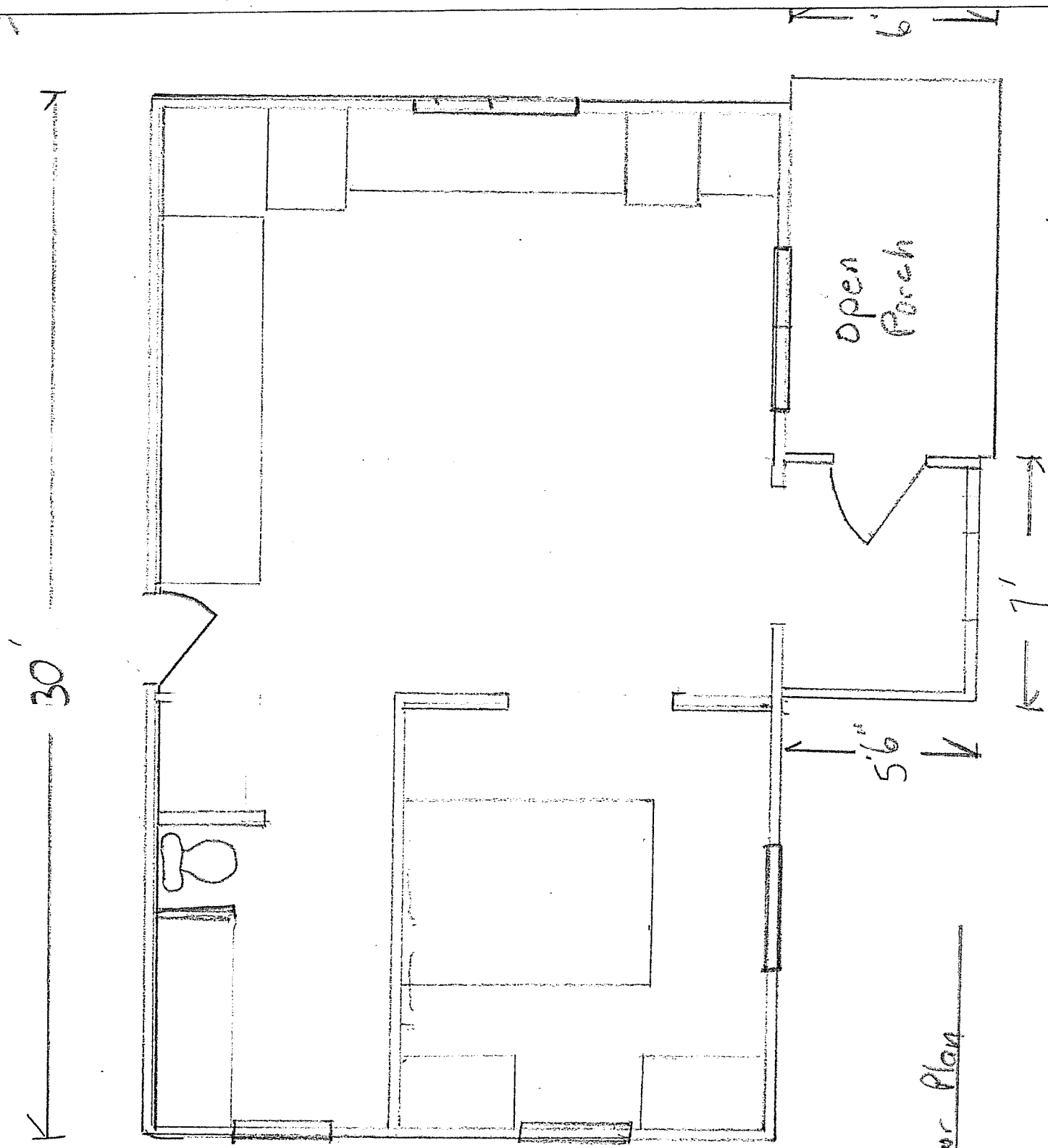


SFHA Floodplain

DEPARTMENT OF
PLANNING & ZONING

FEB 06 2019

18.6'

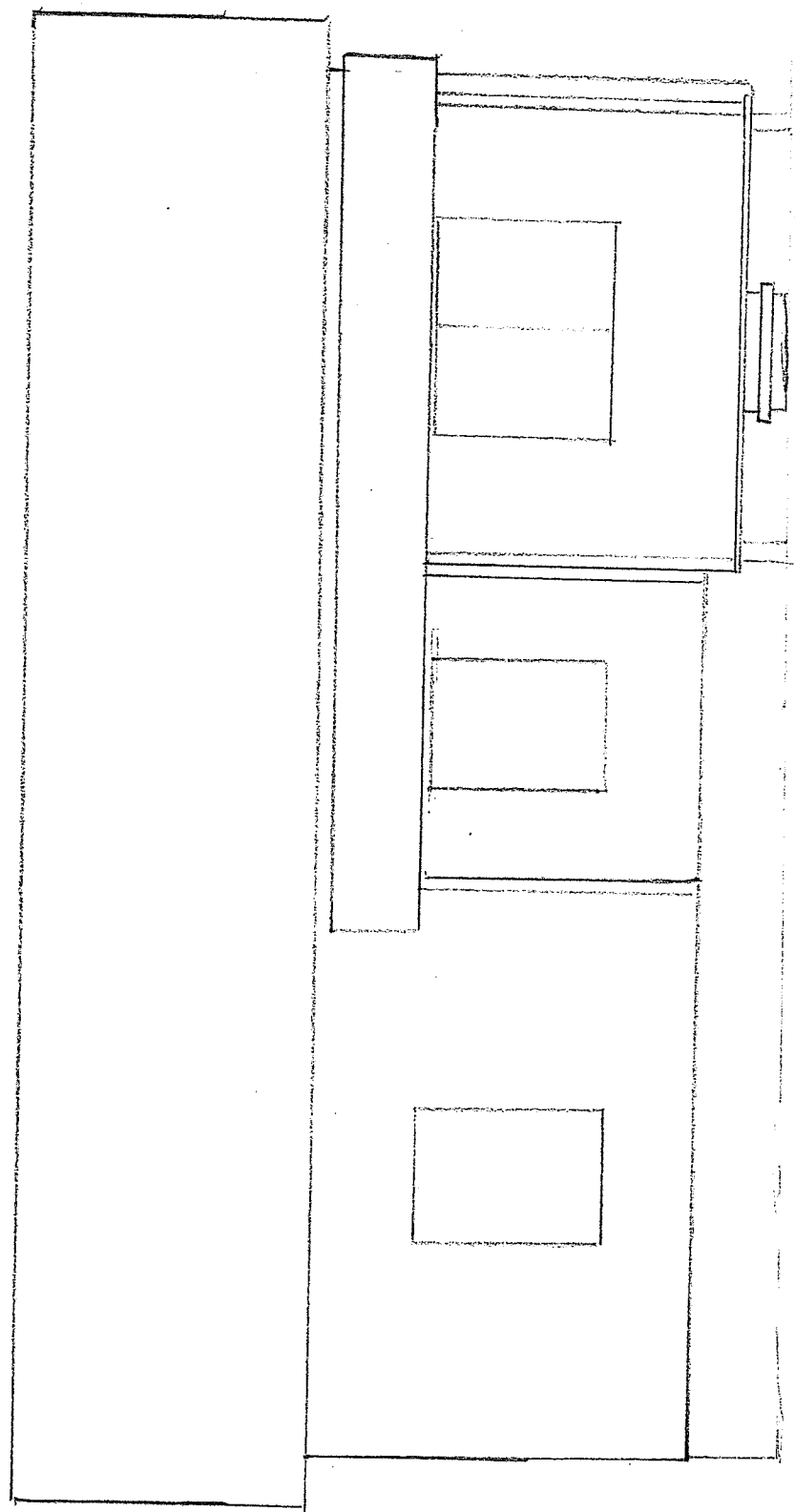


South Elevation

1/4" = 1'

RECEIVED
FEB 06 2019

DEPARTMENT OF
PLANNING & ZONING



30'

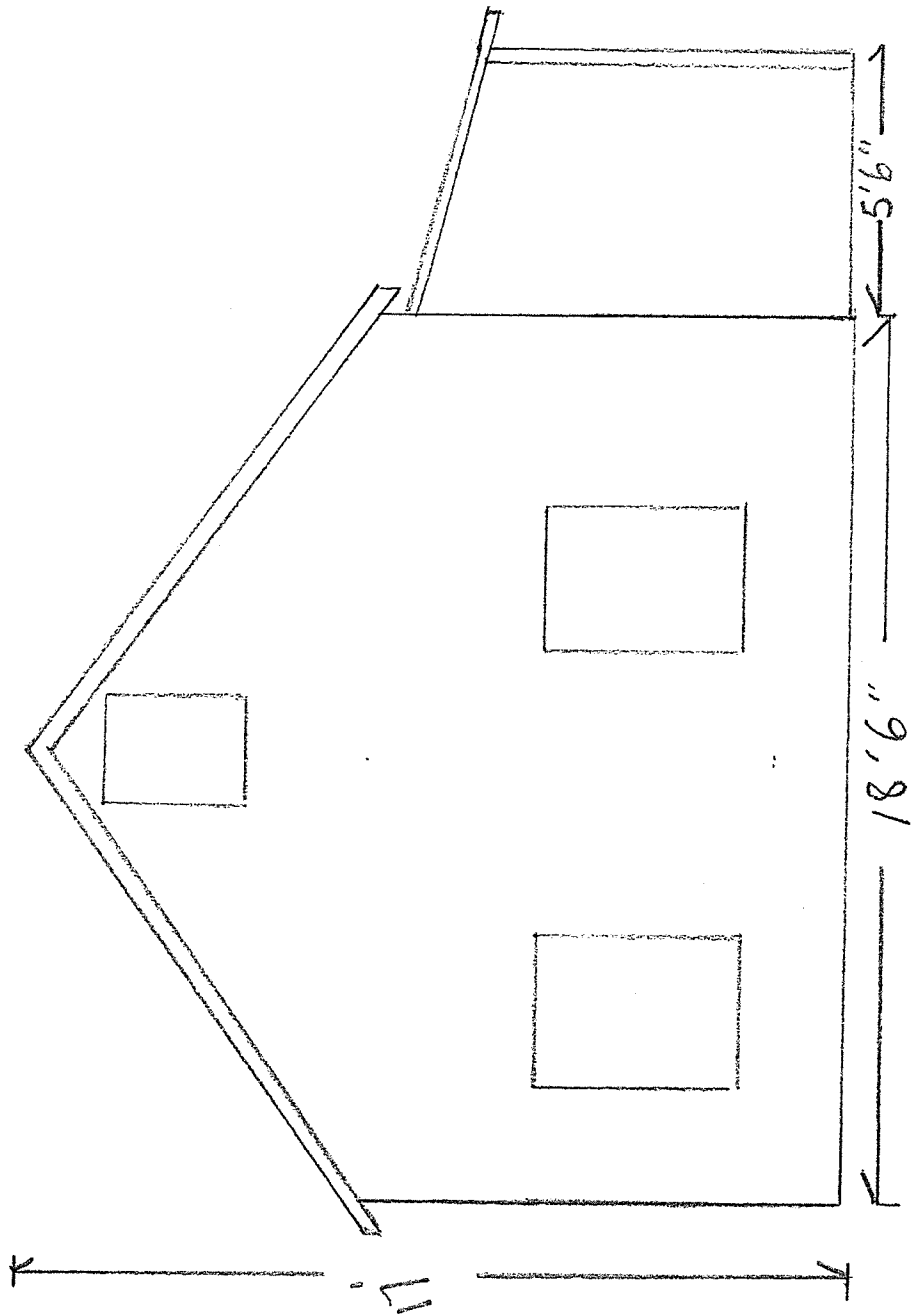


RECEIVED

FEB 06 2019

DEPARTMENT OF
PLANNING & ZONING

West Elevation

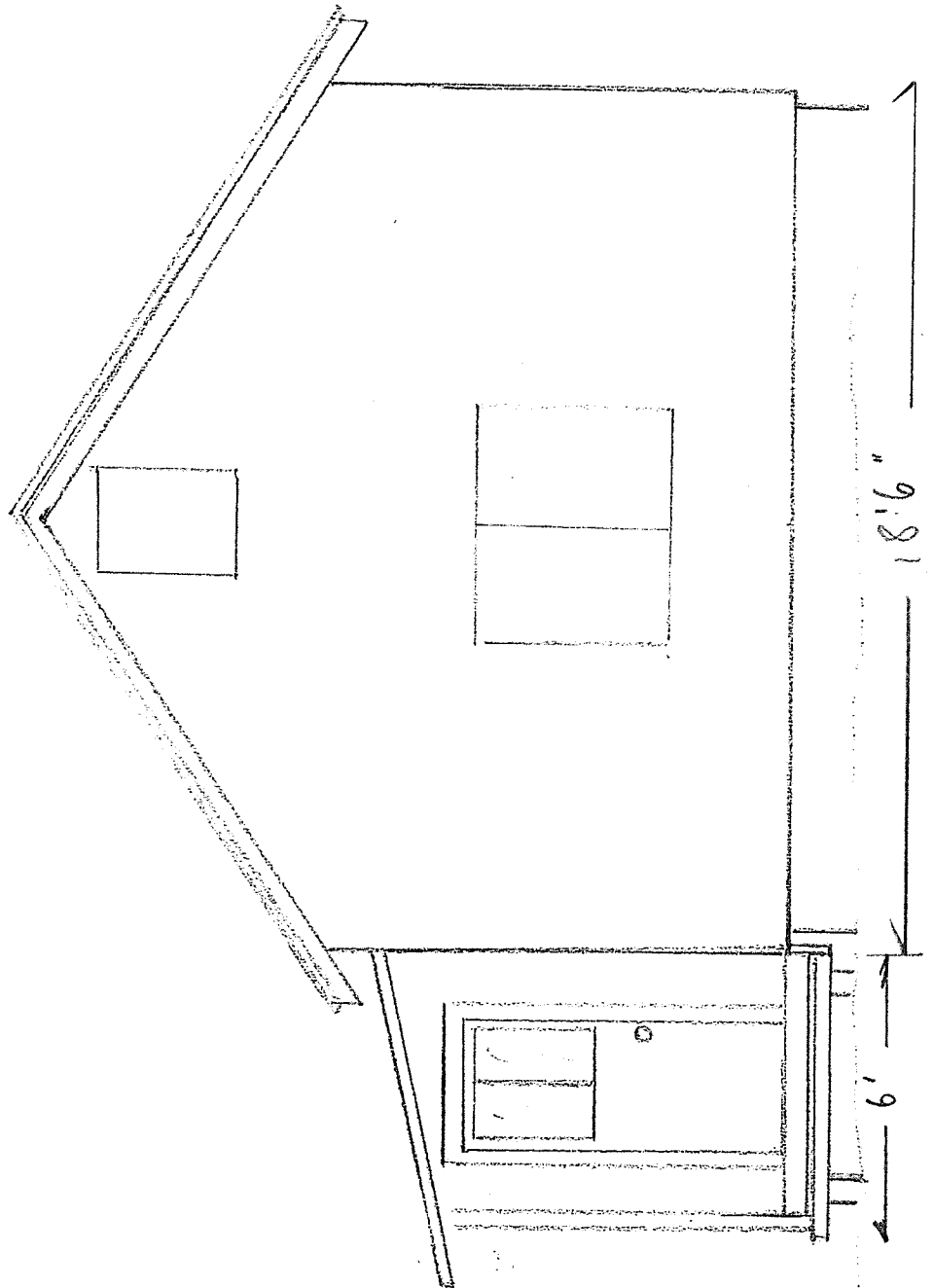


East Elevation
1/4" = 1'

RECEIVED

FEB 06 2019

DEPARTMENT OF
PLANNING & ZONING



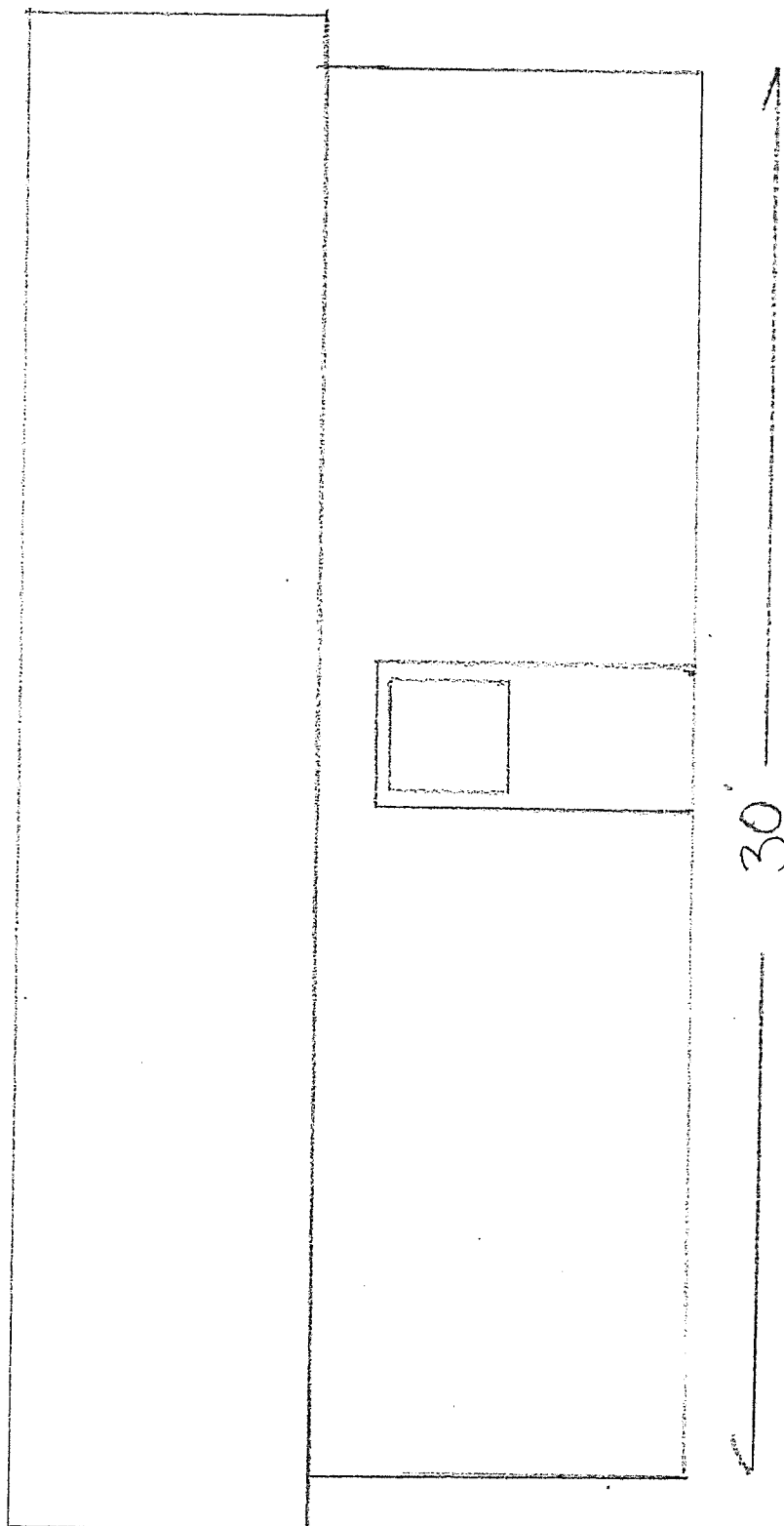
North Elevation

1/4" = 1'

RECEIVED

FEB 06 2019

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, FAICP, 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
Shaleigh Draper, Zoning Clerk



TO: Development Review Board
FROM: Ryan Morrison
DATE: February 5, 2019
RE: 19-0476CA; 180 Intervale 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: E-AE Ward: 2C

Owner/Applicant: Intervale Center, Inc. / Patrick Dunsieith

Request: Install a new driveway and parking area to the north of the farmhouse, narrow the driveway to the south of the farmhouse, and install a stone terrace.

Applicable Regulations:

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 install a new driveway and parking area to the north of the farmhouse, to reduce the width of the existing driveway to the south of the farmhouse, and to install a new stone terrace. The new parking area and a portion of the new driveway lie within a Special Flood Hazard Area.

Because a portion of the proposed development lies within the Special Flood Hazard Area review under the SFHA criteria of Sec. 4.5.4 is required. Project plans have been provided to the state floodplain coordinator. No comments have yet been received. Any comments received within the 30-day comment period will be incorporated into this permit.

Previous zoning actions for this property:

- **Zoning Permit 94-211;** installation of a greenhouse for agricultural purposes. Approved November 9, 1993.
- **Zoning Permit 95-504;** construction of a pole barn for agricultural use. Approved June 22, 1995.
- **Zoning Permit 04-607;** restore masonry foundation and wall, add ADA ramp and restroom, add a catering kitchen, bring plumbing and electric up to code, and re-establish the historic ell porch. Approved May 26, 2004.
- **Zoning Permit 05-093SN;** install a new sign for the Intervale Riparian Project. Approved August 24, 2004.

- **Zoning Permit 07-573CA**; a request for an accessory use for events – limited to 13 weekends per year. Approved April 16, 2007.
- **Zoning Permit 07-690FC**; surround existing parking lot with cedar pole and rope fence to prevent illegal dumping. Approved May 29, 2007.
- **Non-Applicability of Zoning Permit 07-693NA**; pour concrete slab under previously existing pole barn. Approved May 15, 2007.
- **Non-Applicability of Zoning Permit 08-224NA**; relocate and add one hoop house. Approved September 9, 2007.
- **Zoning Permit 08-283CA**; install a temporary storage container for storage of historic barn while disassembled. Approved September 26, 2007.
- **Non-Applicability of Zoning Permit 08-422NA**; three new hoop houses. Approved November 21, 2007.
- **Non-Applicability of Zoning Permit 08-421NA**; one new hoop house. Approved November 21, 2007.
- **Zoning Permit 08-473CA**; construct informational kiosk and associated parallel sign. Approved January 7, 2008.
- **Zoning Permit 09-661CA**; change of use from barn to warehouse, and installation of truck bumper, entry stairs and railings. Approved April 3, 2009.
- **Zoning Permit 09-931CA**; place flatbread oven seasonally on stationary wood crib with weather cover to be used for summer/fall events. Approved June 23, 2009.
- **Zoning Permit 10-0231CA**; install new HVAC unit and widen an existing door. Approved September 16, 2009.
- **Non-Applicability of Zoning Permit 11-0100NA**; relocate two hoop houses at Adams Berry Farm. Approved August 2, 2010.
- **Non-Applicability of Zoning Permit 11-0290NA**; relocate one hoop house. Approved September 24, 2010.
- **Non-Applicability of Zoning Permit 11-0289NA**; replace gravel floor of existing wash station with concrete slab. Approved September 24, 2010.
- **Non-Applicability of Zoning Permit 11-0376NA**; relocate agricultural storage containers. Approved October 21, 2010.
- **Zoning Permit 11-0903CA**; new accessory use for events, and construct a new masonry grill with roof structure. Approved May 19, 2011.
- **Zoning Permit 12-0059CA**; expand roof structure over masonry grill. Approved July 21, 2011.
- **Zoning Permit 12-0544FC**; new stockade fencing enclosure at rear side of property. Approved November 17, 2011.
- **Zoning Permit 12-0783CA/CU**; rebuild the previously deconstructed Calkins barn. Approved May 3, 2012.

- **Non-Applicability of Zoning Permit 14-0650NA;** install wayfinding and interpretive signs. Approved December 17, 2013.
- **Zoning Permit 14-0651SN;** install three signs as part of overall wayfinding sign improvements. Approved December 23, 2013.
- **Zoning Permit 14-1140CA;** install shed with fencing. Approved June 6, 2014.
- **Zoning Permit 16-1315SN;** install new parallel sign. Approved June 6, 2016.
- **Zoning Permit 18-0924CA;** replace existing outdoor oven with a new oven on a concrete pad with a roof structure. Approved May 4, 2018.
- **Zoning Permit 18-1196CA;** expand roof structure for outdoor oven. Approved June 22, 2018.
- **Zoning Permit 19-0245CA;** install sliding door on barn and replace barn foundation, refurbish and relocate existing silo, install new stone patio and bike racks, and install a copper drip edge on the farmhouse roof. Approved October 19, 2018.

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

I. Findings

Article 4: Zoning Maps & Districts

Sec. 4.4.3, Enterprise Districts

(a) Purpose

(2) Enterprise – Agricultural Processing and Energy (E-AE)

The subject property is located in the Enterprise – Agricultural Processing and Energy (E-AE) District, which is *intended primarily to accommodate enterprises engaged in the manufacturing, processing, and distribution of agricultural goods and products, and those related to the generation of energy from renewable sources. This district is intended to serve as a community of manufacturing and service businesses that work together to improve their environmental and economic performance. By working together they will reduce the use of raw materials, reduce outputs of waste, conserve energy and water resources, and reduce transportation requirements. Businesses within this district are encouraged to build linkages between themselves to coordinate the flows of energy and materials for maximum efficiency. Development should be designed with close attention paid to the principles of sustainable development and green building technologies. Parking is intended to be hidden within, behind, or to the side of primary structures.*

The Intervale Center includes an agricultural processing facility and has existed in its current location since the 1980s. The Intervale Center is consistent with the intent of the E-AE zoning district. **Affirmative finding**

(b) Dimensional Standards & Density

Lot coverage will change as a result of this proposal. Existing lot coverage totals 25,600 sf (8%). After the project is completed, lot coverage will increase to 30,100 sf (9%) – well below the 60% maximum lot coverage allowance. Although no new buildings are proposed, the minimum setback requirements (10' setbacks to front, side and rear yard property lines) will be met for the parking area and the stone terrace. **Affirmative finding**

(c) Permitted & Conditional Uses

Agricultural Use is a permitted use in the E-AE zoning district. **Affirmative finding**

(d) District Specific Regulations

1. Convenience Stores

Not applicable.

Sec. 4.5.4, Natural Resource Protection Overlay District:

While a portion of the property lies within a Riparian and Littoral Conservation Zone, no disturbance will occur therein. However, almost half of the property is located within the Special Flood Hazard Area of the Winooski River, and specifically, the new parking area and driveway will locate within the SFHA. As a result, the following criteria apply.

(f) District Specific Regulations: Special Flood Hazard Area

(7) Special Review Criteria

A. The danger to life and property...

The introduction of the new parking area and driveway should have little to no effect on flood heights or velocities. **Affirmative finding**

B. The danger that material may be swept onto other lands...

The new parking area and driveway, which will be a compacted gravel surface, is in little danger of being swept away during times of flooding. **Affirmative finding**

C. The proposed water supply and sanitation systems...

No changes to water and sewer systems are proposed. **Affirmative finding**

D. The susceptibility of the proposed facility and its contents to flood damage...

Given its low elevation adjacent to the Winooski River, the property has flooded previously, the last time being during Tropical Storm Irene, in 2011. Flood waters, at that time, came up to the northeast corner of the English Hay Barn. The applicant states that the 'flood plain' line on the site plan is a pretty accurate depiction of where flood waters were during Irene. The new parking area and driveway should see little to no damage in the event of a flood. **Affirmative finding**

E. The importance of the services provided...

No new use is proposed. The agricultural use will remain. As noted above, the Intervale Center is consistent with the intent of this E-AE district. **Affirmative finding**

F. The availability of alternative locations...

As previously noted, no new use is proposed. The Intervale Center has been firmly established in its current location for many years, and given the layout of the site, the location of the proposed parking area and driveway is the most logical. **Affirmative finding**

G. The compatibility of the proposed use with existing development...

As previously noted, the Intervale Center is consistent with the intent of the E-AE zone. **Affirmative finding**

H. The relationship of the proposed use to the Municipal Development Plan...

No new use is proposed. **Affirmative finding**

I. The safety of access to the property...

Only a portion of the property is within the Special Flood Hazard Area. The existing access will remain, and the new proposal (parking area and driveway) will see a second access point onto Intervale Road. Ordinary and emergency vehicle access will continue to be available. **Affirmative finding**

J. The expected heights, velocity, duration, rate of rise...

It is possible that the flood water velocity from the river could cause damage to the existing development. However, given the nature of the current proposal, structural damage is not anticipated. Sediment transport and deposition has the potential to be substantial, as is the nature with river flooding. The proposed construction will have no effect on sediment transport. The new driveway, parking area, and terrace are expected to have minimal to no impact on flood height, velocity, duration, rate of rise, or sediment transport. **Affirmative finding**

K. Conformance with all other applicable requirements...

See Articles 4, 5, 6, and 8 of these findings.

Article 5: Citywide General Regulations

Sec. 5.2.3, Lot Coverage Requirements

See Article 4 above.

Sec. 5.2.4, Buildable Area Calculation

Not applicable in the E-AE zone.

Sec. 5.2.5, Setbacks

See Article 4 above.

Sec. 5.2.6, Building Height Limits

Not applicable.

Sec. 5.2.7, Density and Intensity of Development Calculations

Not applicable.

Sec. 5.5.1, Nuisance Regulations

Nothing in the proposal appears to constitute a nuisance under this criterion. **Affirmative finding**

Sec. 5.5.2, Outdoor Lighting

The applicant has indicated that there are no plans for new outdoor light fixtures. **Affirmative finding**

Sec. 5.5.3, Stormwater and Erosion Control

The applicant has submitted an Erosion Prevention and Sediment Control (EPSC) Plan to the City's Stormwater Program Manager. Prior to the release of the zoning permit, the plan must be approved. **Affirmative finding as conditioned**

Sec. 5.5.4, Tree Removal

There will be several trees, of various size and caliper, removed to make way for the new parking area and driveway. Per Sec. 5.5.4 CDO, grounds for such tree removal include issuance of a

zoning permit for new development. While a specific tree count has not been provided, the development of the parking area and new driveway warrant such tree removal. Tree clearing limits are noted on the site plan. **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 is located along the Winooski River. The riverbank is identified as a significant natural area. Nearly half of the property is affected by the Natural Resource Protection Overlay District, specifically the special flood hazard area. As required, an EPSC plan was submitted and is currently under review by the Stormwater Program Manager. As noted above, the EPSC plan must conform to stormwater program requirements and be approved by the Program Manager before this zoning permit can be released. **Affirmative finding as conditioned**

b) Topographical Alterations

The applicant notes that fill will be imported for the new driveway and parking area, and will be placed on the existing grade. No excavation is anticipated. **Affirmative finding**

c) Protection of Important Public Views

Not applicable.

d) Protection of Important Cultural Resources

The property is within an archaeologically sensitive area; however, there are no specifically identified archaeological sites on the property. This archaeological sensitivity stems from the property's location along the Winooski River. If, during construction, artifacts are unearthed, it is the applicant's responsibility to stop earthwork and to contact the Vermont Division for Historic Preservation for further guidance.

The applicant notes that excavation will not occur as part of the project. The new driveway and parking area will be at/above existing grade. A separation fabric will be laid on the existing grade, and 18 inches of gravel will be placed on top of that. However, if excavation is to occur, the above shall apply. **Affirmative finding as conditioned**

e) Supporting the Use of Renewable Energy Resources

Not applicable.

f) Brownfield Sites

Not applicable.

g) Provide for Nature's Events

See Sec. 5.5.3 above.

h) Building Location and Orientation

Not applicable

i) Vehicular Access

The property already gains access from Intervale Road. The new proposal will result in a second access onto Intervale Road, adjacent to the new parking area, thus creating a U-shaped circulation pattern. Approval from the Public Works Department will be required for this new access. **Affirmative finding as conditioned**

j) Pedestrian Access

Not applicable.

k) Accessibility for the Handicapped

Not applicable.

l) Parking and Circulation

Not applicable.

m) Landscaping and Fences

Not applicable.

n) Public Plazas and Open Space

Not applicable.

o) Outdoor Lighting

Not applicable.

p) Integrate Infrastructure into the Design

Not applicable.

Part 3, Architectural Design Standards

(Not applicable)

Article 8: Parking

While no new use is proposed, given the variety of uses existing on the lot, 17 parking spaces are required. According to the site plan, 5 spaces exist. The proposal will add a 12 space parking lot, bringing the total number of parking spaces to 17. Given the variety of uses on the property, 17 parking spaces are required. See chart below.

Use	Size	Parking Requirement	Spaces
Office	2,492 sf	2 / 1,000 sf	5
Events Barn	1750 sf	3.3 / 1,000 sf	6
Food Hub Warehouse	1620 sf	3.3 / 1,000 sf	5
Warehouse	875 sf	0.5 / 1,000 sf	1
			17 total

‘Agricultural uses’, the primary use of the business, has no parking requirement, and is therefore not included in this parking calculation. The total number of parking spaces (17) is appropriate for the variety of uses. **Affirmative finding**

II. Conditions of Approval

1. **Prior to the release of the zoning permit**, the EPSC plan must be reviewed and approved by the Stormwater Program Manager.
2. **Prior to the start of construction**, a curb cut permit for the new access onto Intervale Road shall be obtained from the Public Works Department.
3. The property is within an archaeologically sensitive area. If, during construction, artifacts are unearthed, it is the applicant’s responsibility to stop earthwork and to contact the Vermont Division for Historic Preservation for further guidance.
4. The Applicant/Property Owner is responsible for obtaining all necessary state and federal permits.
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.

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, FAICP, 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
Shaleigh Draper, Zoning Clerk



TO: Development Review Board
FROM: Scott Gustin
DATE: February 5, 2019
RE: 19-0355CA; 441 Shelburne 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: RM Ward: 5S

Owner/Applicant: Mitchel Richardson

Request: Convert existing boarding house and duplex to a 10-unit multifamily apartment building and related site improvements. Replaces expired zoning permit 17-0138CA for the same work.

Applicable Regulations:

Article 3 (Applications, Permits, and Project Reviews), Article 4 (Maps & Districts), Article 5 (Citywide General Regulations), Article 6 (Development Criteria & Guidelines), Article 8 (Parking), Article 10 (Subdivision)

Background Information:

The applicant is seeking approval for the proposed conversion of a duplex/boarding house to a 10-unit apartment building. Associated site work, primarily related to parking and circulation, is also included in the proposal. While the number of proposed units exceeds the 5-unit threshold for major impact review, the project qualifies for an exemption from major impact because the conversion will take place within the existing building. Inclusionary housing will be required.

Zoning permit 17-0138CA was approved October 4, 2016 for the same project. That permit expired on October 4, 2018. Despite being reminded to do so on September 12, 2018, the applicant failed to seek a permit extension prior to the expiration date. The project is not yet complete. Therefore, the applicant is seeking approval of the same project in order to finish it.

This application was initially scheduled for the Development Review Board on November 20, 2018. The applicant was not present, and the DRB deferred review of the project until December 18, 2018. The DRB reviewed the project on December 18 and closed the hearing. On January 4, 2019, the applicant requested that the DRB re-open the hearing to afford him the opportunity to address concerns raised at the December meeting. At their January 8, 2019 deliberative meeting, the DRB acted to reopen the hearing and requested that the following items be addressed:

- Provide a specific construction schedule with timeline for completion of the project, particularly the exterior.
- Provide details as to exactly what will be provided to tenants to encourage use of alternative transportation per your proposed parking management plan.

The applicant has provided a memo to address these two items. They are, in turn, addressed in Sec.'s 3.2.9 (d) and 8.1.15 below. The remainder of these findings are unchanged.

Previous zoning actions for this property are noted below.

- 10/4/16, Approval to convert to 10-unit apartment building and related site work
- 2/2/16, Sketch plan review for conversion to 10-unit apartment building
- 6/10/15, Non-applicability of zoning permit requirement issued for partial reconstruction of structure in-kind
- 4/29/15, Non-applicability of zoning permit requirement issued for in-kind siding replacement
- 11/30/07, Approval to modify onsite parking
- 8/7/03, Approval for stair and window replacement
- 8/12/82, Approval to establish convalescent home
- 7/22/82, Denial of requested convalescent home
- 7/16/82, Approval to demolish catwalk between structures
- 10/6/81, Denial to connect two buildings on adjacent lots
- 11/11/80, Approval to install garage doors
- 11/20/73, Denial to allow canoe rental business as home occupation
- 9/5/72, Approval to a 20-child daycare center

Recommendation: Certificate of appropriateness approval as per, and subject to, the following findings and conditions:

I. Findings

Article 3: Applications, Permits, & Project Reviews

Sec. 3.2.9, Zoning Permits:

(d) Time Limits on Zoning Permits

At the time this project received a zoning permit in October 2016, this section limited zoning permits to 2-years (1 year to start construction and a 2nd year to finish). Opportunity for 1-year extensions was also provided.

This section has been amended (effective November 13, 2018) to increase zoning permit duration to 3 years (1 year to start construction and 2 more to finish). Up to two 1-year time extensions may be granted.

The applicant proposes to commence siding work within 2 or 3 months. Following that, interior work would resume. The project would be complete within 2 years. This proposed timeline is within the parameters set by this section. The Development Review Board may set a shorter timeline. Given the 2+ years this project has been underway, a 2-year timeline (rather than 3) is warranted. It bears noting that if the building is vacant for a prolonged period of time, the city's vacant building ordinance will come into play. **(Affirmative finding as conditioned)**

Article 4: Maps & Districts

Sec. 4.4.5, Residential Districts:

(a) Purpose

(3) Residential Medium Density (RM)

The subject property is located in the RM zone. This zone is primarily intended for medium density residential development in the form of single-detached dwellings and attached multi-family apartment buildings. The proposed conversion to a 10-unit apartment building is consistent with this intent. **(Affirmative finding)**

(b) Dimensional Standards & Density

Two parcels and an adjacent vestigial alley are to be combined resulting in a 0.44 acre parcel. The proposed 10 dwelling units are within the maximum permissible 25 units/acre (with inclusionary units) allowed within the RM zone.

As proposed, standard lot coverage will total 47.9%. Per Table 9.1.13-2, *Lot Coverage Allowance Table*, (for provision of inclusionary housing) 48% lot coverage is allowed within the RM zone. There will be an additional 8.8% “accessory” coverage as allowed under Sec. 4.4.5 (d) 3 for walkways, patios, and the like.

Except for the removal and installation of some small accessory components, building setbacks will remain unchanged. Some existing encroachment of the driveway in the vestigial alley will remain. Other encroachment appears to be reduced. The proposed parking area will comply with the minimum required 5’ side yard setback. It will be about 10’ from the north side yard. It is set back 13’ from the Lyman Avenue front property boundary. This setback is the average of the two neighboring properties to the west, +/- 5. In this case, the average is about 16.’ The 13’ setback proposed is within the +/- 5’ allowed. As a corner lot, there is no rear yard.

Building height will remain unchanged. **(Affirmative finding)**

(c) Permitted & Conditional Uses

The proposed multi-family housing is a permitted use in the RM zone. **(Affirmative finding)**

(d) District Specific Regulations

1. Setbacks

No setback encroachment is sought under this criterion.

2. Height

No height exceptions are sought.

3. Lot Coverage

As noted above, 8.8% of the total lot coverage consists of accessory features like open porches and walkways. This 8.8% is within the 10% afforded to such features. **(Affirmative finding)**

4. Accessory Residential Structures and Uses

No new accessory residential structures or uses are included in this proposal.

5. Residential Density

All of the proposed residential units are subject to occupancy by a family as defined in the CDO. **(Affirmative finding as conditioned)**

6. Uses

Not applicable.

7. Residential Development Bonuses

None are sought except for by-right bonuses associated with required inclusionary housing.

Article 5: Citywide General Regulations

Sec. 5.2.3, Lot Coverage Requirements

See Sec. 4.4.5 (b) above.

Sec. 5.2.4, Buildable Area Calculation

Not applicable.

Sec. 5.2.5, Setbacks

See Sec. 4.4.5 (b) above.

Sec. 5.2.6, Building Height Limits

See Sec. 4.4.5 (b) above.

Sec. 5.2.7, Density and Intensity of Development Calculations

See Sec. 4.5.5 (b) above.

Sec. 5.5.1, Nuisance Regulations

Nothing in the proposal appears to constitute a nuisance under this criterion. **(Affirmative finding)**

Sec. 5.5.2, Outdoor Lighting

A photometric plan and associated lighting fixture cut sheets have been provided. Illumination levels are acceptable for all environments – walkways, entries, and the under-building parking. No lighting of the surface parking is proposed, although, adjacent walkways will be illuminated. Proposed light fixtures are acceptable and include cutoff and/or low level illumination fixtures. **(Affirmative finding)**

Sec. 5.5.3, Stormwater and Erosion Control

The proposed stormwater management plan emphasizes infiltration. Two underground infiltration chambers and a rain garden are proposed. Captured stormwater will be directed into these facilities for onsite filtration. The stormwater management plan was approved by the Stormwater Administrator as part of the 2016 zoning permit review. **(Affirmative finding)**

Article 6: Development Review Standards:

Part 1: Land Division Design Standards

Sec. 6.1.2 Review Standards

No subdivision is proposed. A merger of existing parcels is proposed. See Article 10 below.

Part 2, Site Plan Design Standards

Sec. 6.2.2, Review Standards

(a) Protection of important natural features

The site contains no significant natural areas as identified in the Open Space Protection Plan. It appears that all but one of the existing trees will be retained. **(Affirmative finding)**

(b) Topographical alterations

The property is essentially flat and will remain so. The only grading work of note is associated with the proposed ramps for handicap access into the residence. Existing under-building parking spaces along the building's Lyman Avenue frontage will be retained. **(Affirmative finding)**

(c) Protection of important public views

There are no significant public views from or through the subject property. **(Affirmative finding)**

(d) Protection of important cultural resources

The building is not included on an historic register, nor is it eligible for inclusion. The proposed conversion to multi-family housing will have no adverse impact on historic or cultural resources. **(Affirmative finding)**

(e) Supporting the use of alternative energy

Nothing within the project plans contemplate utilization of alternative energy resources. Present energy efficiency codes of the city and state will apply to the renovations. **(Affirmative finding as conditioned)**

(f) Brownfield sites

The site is not included on the Vermont DEC Hazardous Site List. **(Affirmative finding)**

(g) Provide for nature's events

See Sec. 5.5.3 for stormwater management. Space is available on either side of the parking spaces for seasonal snow storage. **(Affirmative finding)**

(h) Building location and orientation

Existing building location and orientation will not change. The L-shaped building is set to the street corner and has entries facing Shelburne Street and Lyman Avenue. **(Affirmative finding)**

(i) Vehicular access

Vehicular access from Lyman Avenue will be retained, but parking will be reconfigured and formalized as noted in criterion (l) below. **(Affirmative finding)**

(j) Pedestrian access

Walkways will connect the front entries to the public sidewalks. New walkways behind the building will provide access into the building from the parking area. As recommended at sketch plan review, a walkway will provide a connection between the parking area and these interior walkways and associated ramps leading into the building. **(Affirmative finding)**

(k) Accessibility for the handicapped

ADA parking and related ramps are depicted on the site plan. It is the applicant's responsibility to comply with all applicable ADA requirements as administered through the building code. **(Affirmative finding as conditioned)**

(l) Parking and circulation

The reconfigured parking area will be located behind the building as perceived from Shelburne Street and to the side of the building as perceived from Lyman Avenue. New landscaping will be

installed to screen the parking from Lyman Avenue. See Article 8 for dimensional details as to parking spaces and circulation. **(Affirmative finding)**

(m) Landscaping, fences, and retaining walls

A detailed landscaping plan has been provided. New landscaping will accentuate the central front entry facing Shelburne Street and enhance the grounds generally. As noted above, landscaping will be installed to screen the surface parking from Lyman Avenue and to provide a border along the access drive. The proposed rain garden will also be vegetated with a variety of wet-tolerant species. **(Affirmative finding)**

(n) Public plazas and open space

No public plazas or open space are included in this proposal.

(o) Outdoor lighting

See Sec. 5.5.2.

(p) Integrate infrastructure into the design

No new outdoor mechanical equipment is apparent in the site plan. No dumpster is depicted on the project plans. There is a trash enclosure area tucked behind the building and below grade. The application contains a proposal from Casella Waste Systems that articulates how trash and recycling will be handled. Trash totes will be stored in the noted trash enclosure area. They will be handled by the waste service company – moved, emptied, and returned. Recycling will be handled by the Department of Public Works. Any new utility lines must be buried. **(Affirmative finding)**

Part 3, Architectural Design Standards

Sec. 6.3.2, Review Standards

(a) Relate development to its environment

1. Massing, Height, and Scale

Massing, height, and scale of the building remain essentially unchanged. Proposed cladding changes and differentiation among materials reduces perceived mass of the overall building. **(Affirmative finding)**

2. Roofs and Rooflines

The gable roofs of the two original structures remain essentially unchanged. The middle connecting structure will receive a new flat roof. This alteration further serves to reduce the overall perceived mass of the building. **(Affirmative finding)**

3. Building Openings

Windows will be replaced throughout the building. A number of additional windows will be installed too. The resultant fenestration pattern is consistent and appropriate for a residential structure. **(Affirmative finding)**

(b) Protection of important architectural resources

The subject building is not historically significant, nor is it eligible for listing on an historic register. Alterations to it have no adverse effect on Burlington's diversity of historic resources. **(Affirmative finding)**

(c) Protection of important public views
See 6.2.2 (c) above.

(d) Provide an active and inviting street edge

The building's street presence along Shelburne Street will be strengthened with the introduction of two additional entries, including a well-defined central entry. New landscaping and walkways will enhance the connectivity between the residence and the street. A secondary entrance will continue to face Lyman Avenue along with an associated walkway and patio area. **(Affirmative finding)**

(e) Quality of materials

Rather than replace exterior siding in-kind as previously approved, new composite wooden clapboard siding will be installed in sections of 4" and 8" reveal on the two original structures. The connecting structure will be clad mostly in ribbed metal siding. Vinyl windows will be installed throughout. Composite decking is proposed on the porches and exterior stairs. Ramps will be wooden with steel cable and rail systems. Asphalt shingle roofing will be installed on the gable roofs with membrane on the flat roof portion. These materials are of acceptable quality. **(Affirmative finding)**

(f) Reduce energy utilization

Few energy details are included in the application plans. The new building must comply with the current energy efficiency requirements of the city and state. **(Affirmative finding as conditioned)**

(g) Make advertising features complimentary to the site
Not applicable.

(h) Integrate infrastructure into the building design

No exterior mechanical equipment, rooftop or otherwise, is evident in the project plans. Any rooftop equipment, if proposed, must be screened from public view as perceived from the street. Mailboxes will be contained within the foyer of the primary building entry. **(Affirmative finding as conditioned)**

(i) Make spaces safe and secure

The project underwent technical review on April 14, 2016. The fire marshal provided written comment to the applicants based on that review. Building accessibility by emergency service vehicles appears to be adequate. **(Affirmative finding)**

Article 8: Parking

Sec. 8.1.8, Minimum Off-Street Parking Requirements

The subject property is located in the neighborhood parking district. As a result, each of the 10 dwelling units requires 2 parking spaces – a total of 20 parking spaces in this case. As proposed, 10 parking spaces will be provided for the residences. A 10-space parking waiver is sought. The required parking management plan has been provided. See Sec. 8.1.15 below relative to the merits of the parking management plan. **(Affirmative finding)**

Sec. 8.1.9, Maximum Parking Spaces

This section limits surface parking to 125% of the Neighborhood Parking District minimum parking requirement. As noted above, 20 spaces are required, and 10 are proposed. As a 50%

parking waiver is sought, parking is obviously nowhere near the maximum parking limitation. **(Affirmative finding)**

Sec. 8.1.10, Off-Street Loading Requirements

Not applicable.

Sec. 8.1.11, Parking Dimensional Requirements

The two parking spaces under the building are compliant with the standard 9' X 20' size. These two spaces exist presently and back up into Lyman Avenue. The 7 of the 8 surface parking spaces measure 9' X 18.' The 1 handicap space, including the striped landing area, is wider. These spaces are acceptable under the compact car standards of Table 8.1.11-1, *Minimum Parking Dimensions*. Back-up length is 20' as required per Table 8.1.11-1. A circulation diagram has been provided that demonstrates sufficiency of circulation space for vehicles to enter and exit the site forward (rather than having to back into or out of the site). **(Affirmative finding)**

Sec. 8.1.12, Limitations, Location, Use of Facilities

(a) Offsite parking facilities

(Not applicable)

(b) Downtown street level setback

(Not applicable)

(c) Front yard parking restricted

As noted in Sec. 4.4.5 (b), proposed parking is set behind the front yard setback.

(Affirmative finding)

(d) Shared parking in the Neighborhood Parking Districts

(Not applicable)

(e) Single story structures in Shared Use Districts

(Not applicable)

(f) Joint use of facilities

(Not applicable)

(g) Availability of facilities

None of the proposed parking will be used for the storage or display of vehicles or materials by offsite users. Parking will be for residents only. **(Affirmative finding)**

(h) Compact car parking

As noted above, 8 of the parking spaces qualify as "compact." The 15% limitation associated with this criterion applies only to structured parking. **(Affirmative finding)**

Sec. 8.1.13, Parking for Disabled Persons

The site plans depict one handicap parking space in close proximity to a walkway connecting to a building entrance. Associated striping is also shown. ADA compliance is administered via the city's building permit process. **(Affirmative finding as conditioned)**

**Sec. 8.1.14, Stacked and Tandem Parking Restrictions
(Not applicable)**

Sec. 8.1.15, Waivers from Parking Requirements/Parking Management Plans

The applicant is seeking a 50% parking waiver for the residences. This percentage is the maximum possible. A parking management plan was included with the original application. The applicant has more recently provided a supplement in response to the DRB's January 8, 2019 request.

The project contains eight 1-bedroom and studio apartments, one 2-bedroom apartment, and one 3-bedroom apartment. Each apartment will be allocated 1 parking space and will be reflected in each unit's lease. The property is located within 800 feet of three GMT bus stops with local and regional service. It is walkable to the Price Chopper and Shaw's strip malls – both about ¼ mile away. There is a CarShare Vermont pod just over ½ mile away on Flynn Avenue. Tenant membership within CarShare Vermont will be paid for by the property owner and referenced in tenant leases. Usage fees will be the tenants' responsibility. As required, 20 onsite bike parking spaces for residents will be provided.

The parking management plan asserts that tenants will be provided GMT (previously CCTA) bus passes, but details are not yet provided, nor is this provision noted in the applicant's January 24, 2019 supplement. In order to be effective, this provision must be included and available to tenants on an ongoing basis.

Bus passes and Carshare memberships *could* support reduced vehicle ownership by tenants, depending on details such as ongoing bus pass availability and sustained Carshare memberships. The January 24, 2019 supplement clarifies Carshare benefits but does not address GMT bus passes. A minimum monthly allocation for bus passes should be provided for the benefit of tenants. Details are needed.

The parking management plan posits that anticipated demographics of residents, particularly within the inclusionary units, suggest lower than average vehicle ownership and cites a Champlain Housing Trust tenant vehicle ownership rate of 0.7 vehicles per unit and a national statistic of just under 1 vehicle for every American. The applicant asserts that the combination of mostly 1-bedroom/studio dwelling units and inclusionary housing will result in reduced personal vehicle ownership.

The project's close proximity to nearby shopping and active bus routes along with the majority of 1-bedroom or studio units are most likely to reduce vehicle ownership below the 2 spaces per unit standard. The applicant should be prepared to report to the Department of Planning and Zoning actual parking demand numbers each year for 3 years from the date of approval. **(Affirmative finding as conditioned)**

Sec. 8.2.5, Bicycle Parking Requirements

The 10 apartments will require at least 2 long term bike parking spaces (such as lockers) and 1 short term space. As proposed, each unit will be provided with 1 long term and 1 short term space. **(Affirmative finding)**

Article 9: Inclusionary and Replacement Housing

Sec. 9.1.5, Applicability

As the proposed development includes more than 5 new dwelling units, it is subject to the inclusionary housing provisions of this Article. Fifteen percent of the total unit count must be inclusionary (15% of 10 is 2 dwelling units) in this zone. The project plans note that two of the units will be inclusionary. A certificate of compliance from the manager of the city's Housing Trust Fund was provided following the 2016 zoning permit approval. **(Affirmative finding)**

Article 10: Subdivision

Sec. 10.1.5, Lot Line Adjustments

Merger to two adjacent lots and a vestigial alley is included in this proposal. Merger is handled by way of lot line adjustment. As required, a lot line adjustment survey plan has been provided. The mylar was filed in the city's land records following the 2016 zoning permit approval. **(Affirmative finding)**

II. Conditions of Approval

1. Exterior siding work shall commence by April 2019 and shall be complete by September 2019. The entire project shall be complete within 2 years of this approval.
2. If any rooftop mechanical equipment is proposed, it must be screened from view as perceived from the street. Mechanicals and screening shall be subject to staff review and approval.
3. This approval includes a 10-space parking waiver. The provisions of the parking management plan, including CarShare Vermont membership and GMT bus passes for tenants paid for by the applicant, are included. A minimum monthly allocation for bus passes shall be provided for the benefit of tenants. Details must be provided, **subject to staff review and approval**. The applicant shall report back to the Department of Planning & Zoning every year for 3 years following construction with a written summary of actual parking demands.
4. This approval incorporates the trash removal proposal by Casella Waste Systems dated 9.6.16. While the waste service provider may change, the plan for handling trash and recycling must remain.
5. Any encroachments into the public street right-of-way (permanent or temporary and including underground structure such as footings) will require an encumbrance permit via the Department of Public Works.
6. Given the complexity of project design and integration of its various elements, any changes to the project plans must be reviewed and approved by Planning & Zoning staff.
7. Occupancy of each dwelling unit is limited to "family" as defined in Article 13: Definitions of the Comprehensive Development Ordinance.
8. All new utility lines shall be buried.
9. It is the applicant's responsibility to comply with all applicable ADA requirements.
10. All new construction is required to meet the Guidelines for Energy Efficient Construction pursuant to the requirements of Article VI. Energy Conservation, Section 8 of the City of Burlington Code of Ordinances.
11. Any signage will require a separate sign permit.
12. Standard Conditions 1-15 except that permit timeline is shortened to 2 years.

RICHARDSON MULTIFAMILY HOUSING

PERMIT SUBMITTAL PACKAGE

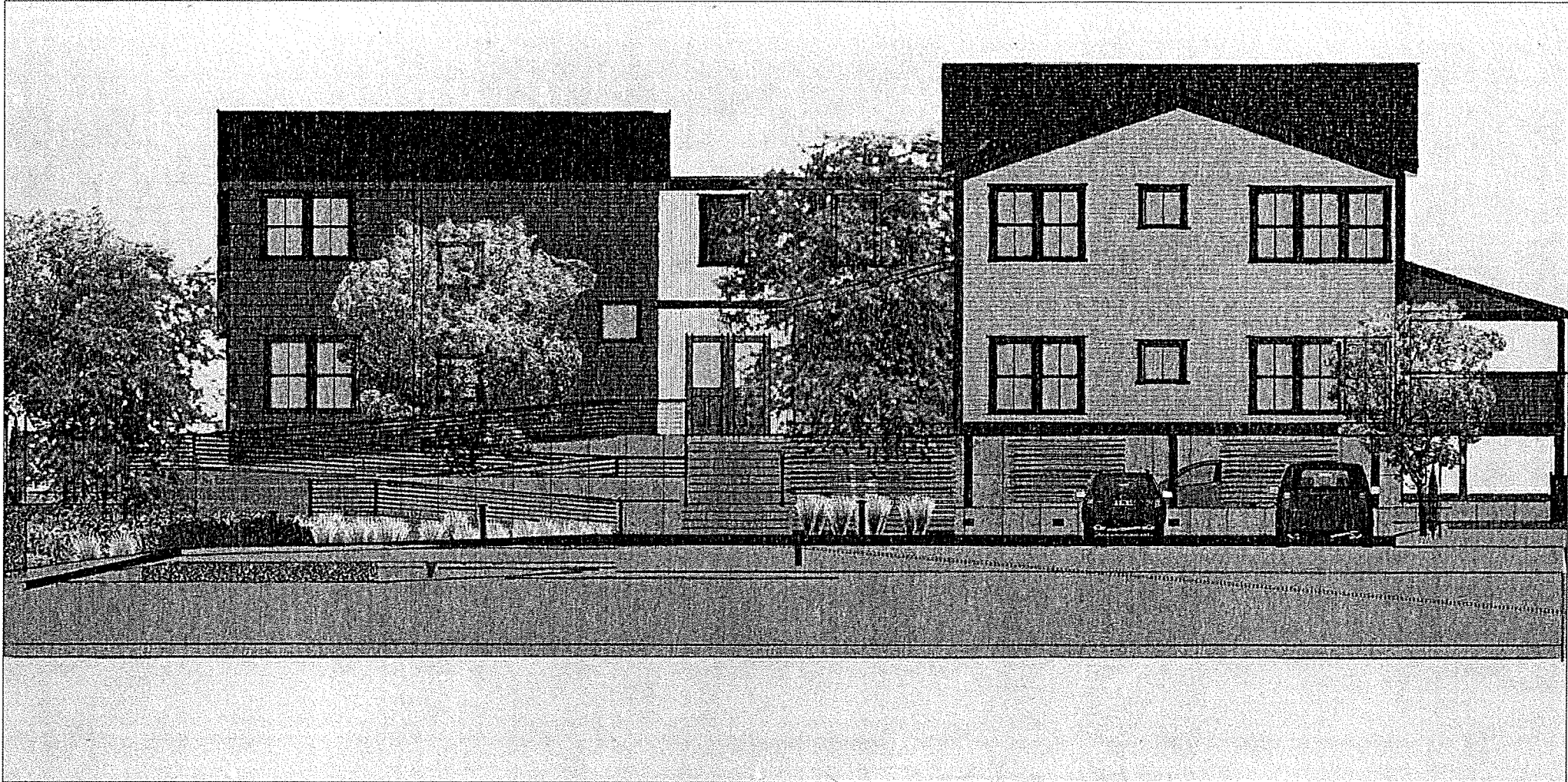
435-431 Shelburne Road

OWNER:
Mitchel Richardson
PO Box 276
South Hero, VT
05486

DEPARTMENT OF
PLANNING & ZONING

AUG 03 2016

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WEST ELEVATION

DRAWING LIST

ARCHITECTURAL

- A1.0 Location Map / Existing Photographs
- A2.0 Elevations
- A2.2 Perspective Views
- A2.3 Elevation Material Selections

CIVIL

- C0.0 Cover Sheet
- C1.0 Existing Conditions and Demolition Plan
- C1.1 Site Plan
- C1.2 Erosion Prevention and Sediment Control Plan
- C3.0 Water Details
- C3.1 Sewer Details
- C3.2 Drainage Details
- C3.3 Site Details
- C3.4 Erosion Prevention and Sediment Control Details

LANDSCAPE

- L100 Site Materials Plan
- L100 Site Materials Plan (Rendered)
- L400 Planting Plan
- L401 Planting Details
- L600 Site Lighting Plan
- L601 Site Lighting Cutsheets

Architects:
STRUKTUR, PLLC
47 MAPLE STREET, SUITE 304
BURLINGTON, VT 05401

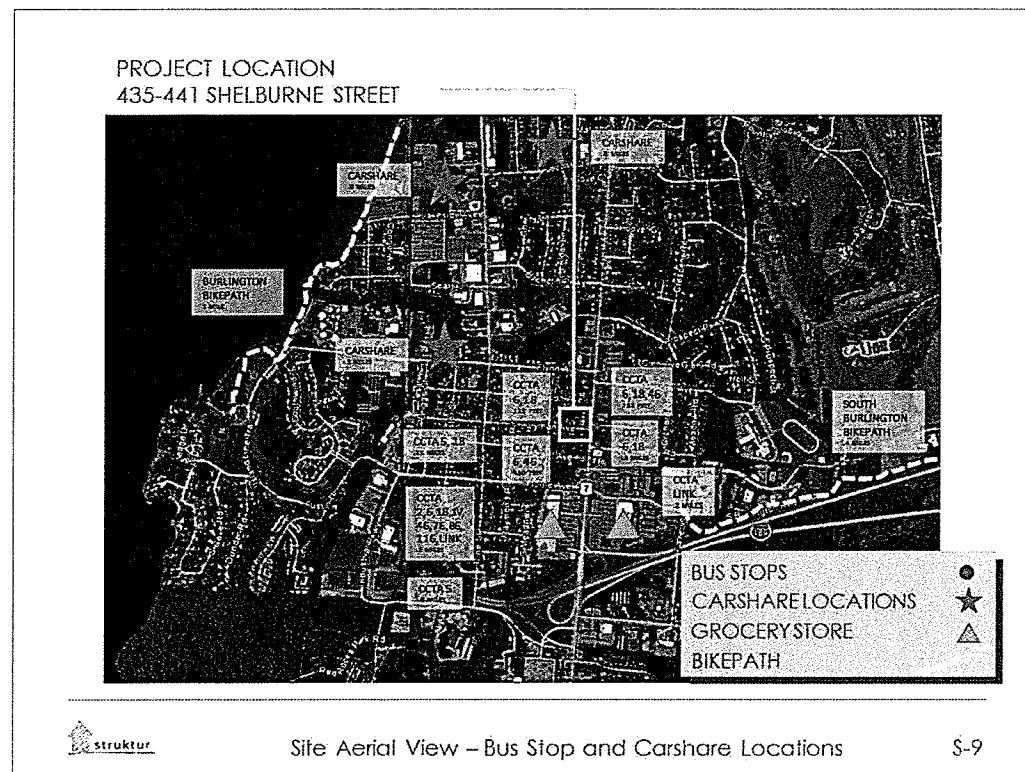
Civil / Structural Engineers:
ENGINEERING VENTURES
208 FLYNN AVE, STE 2A
BURLINGTON, VT 05401

Landscape Architects:
SE Group
131 CHURCH STREET, STE 204
BURLINGTON, VT 05401

PERMIT SUBMITTAL 8.3 2016
NOT FOR CONSTRUCTION



1 LOCATION MAP



2 TRANSPORTATION/AMENITIES MAP



SOUTHEAST ELEVATION



SOUTH ELEVATION



SOUTHWEST ELEVATION



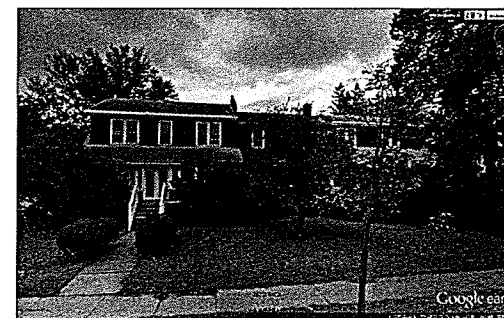
WEST ELEVATION



WEST ELEVATION



SOUTHWEST ELEVATION



EAST ELEVATION



NORTHEAST ELEVATION



NORTHWEST ELEVATION

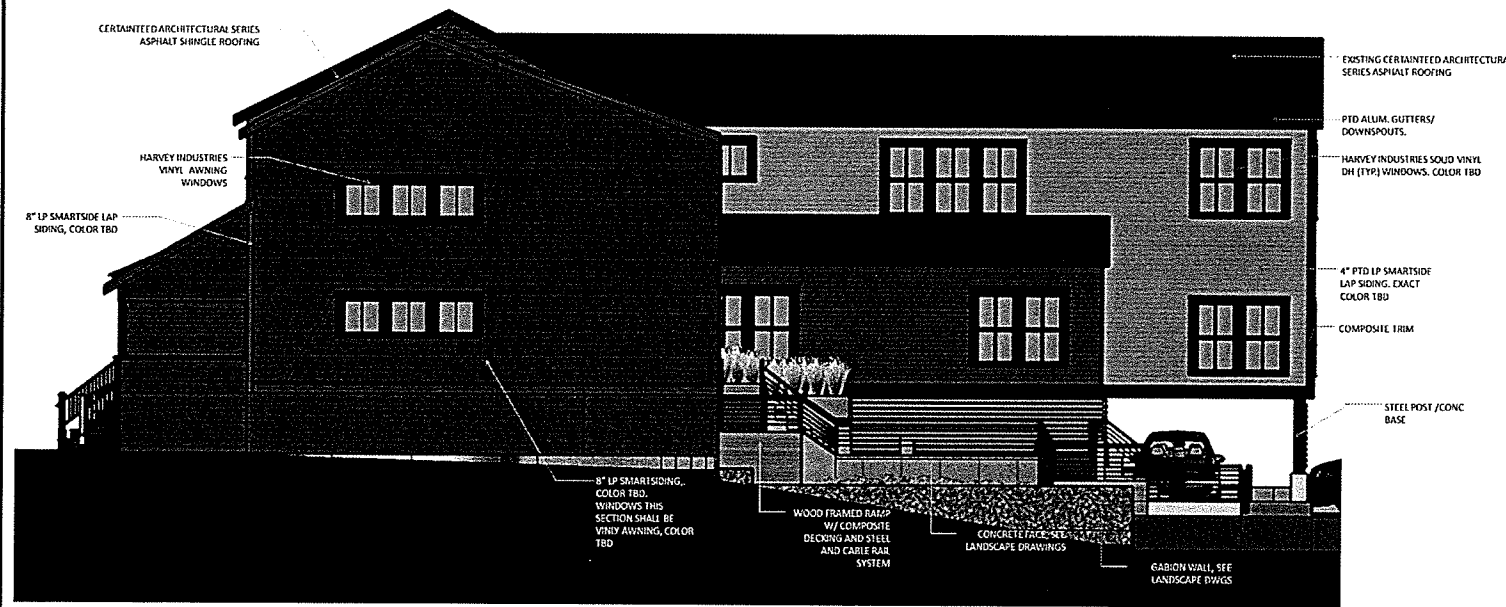


NORTHEAST ELEVATION

3 EXISTING PHOTOGRAPHS

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DEPARTMENT OF...

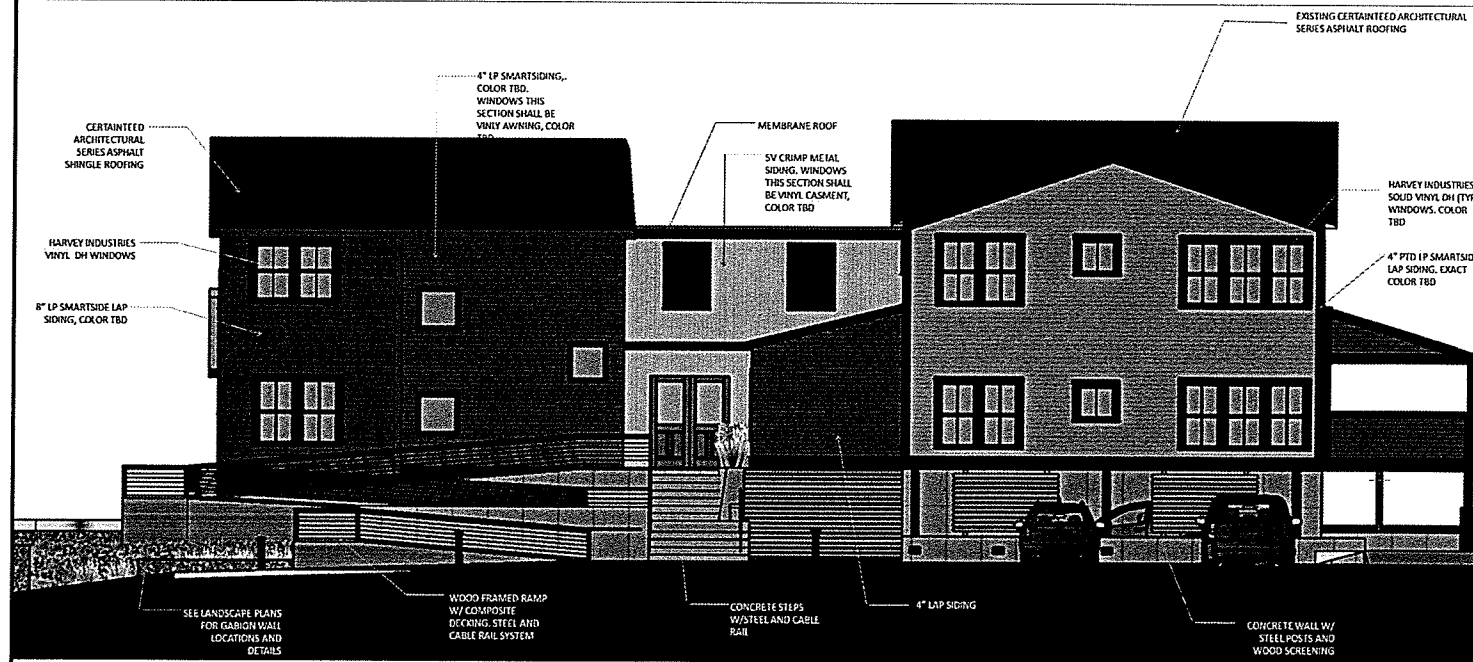
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AUG 03 2016



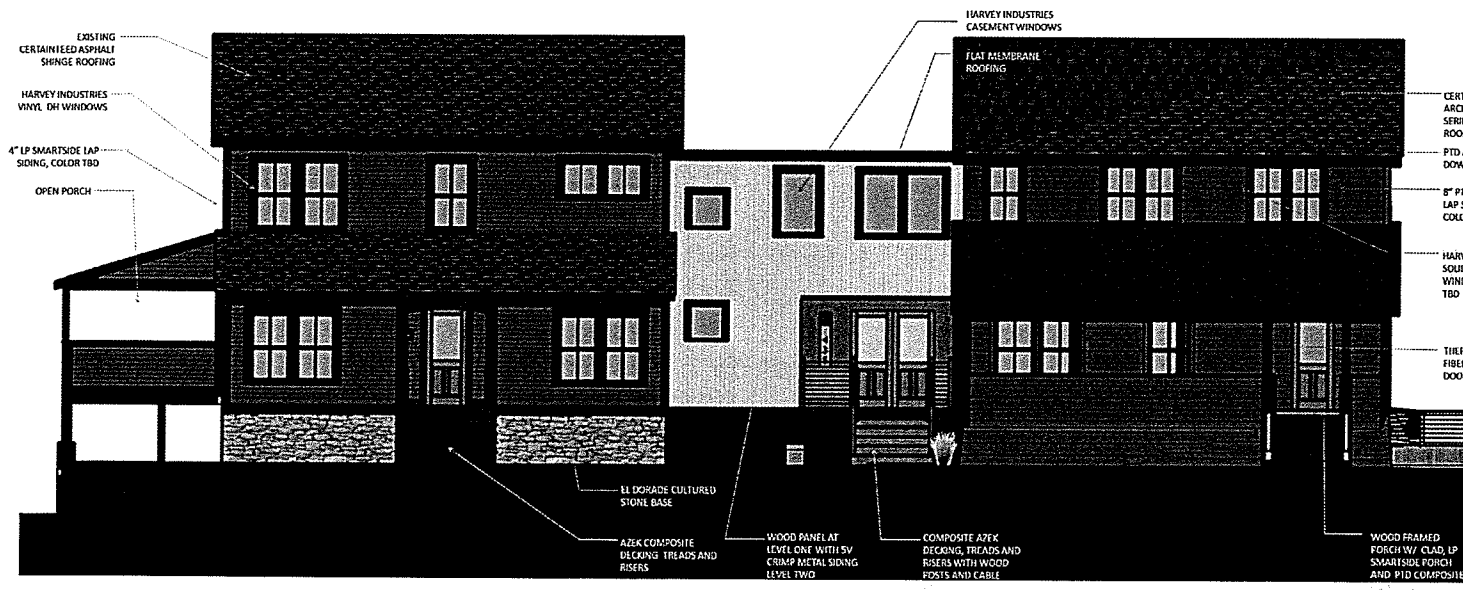
1 NORTH ELEVATION



2 SOUTH ELEVATION



3 WEST ELEVATION



4 EAST ELEVATION



1 SHELBURNE ROAD PERSPECTIVE



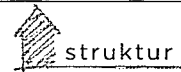
2 WEST ELEVATION



3 WEST ELEVATION

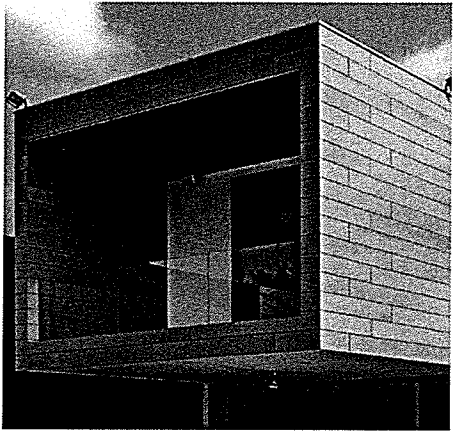
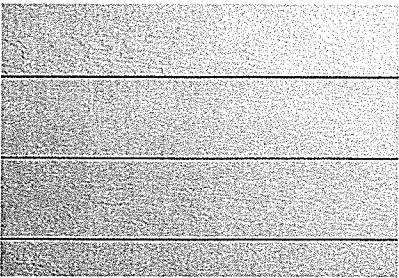


4 EAST ELEVATION

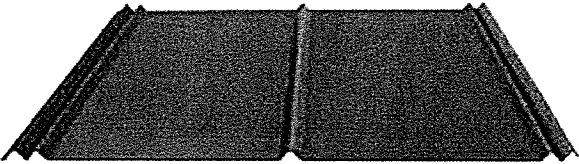
 Exterior Finish Selections - Richardson Multifamily Housing - Shelburne Road				
Exterior Finishes				
Siding				
Clapboard A	Smooth 5" exp. Lap siding	LP Smartside	clapboard	Dark Grey-TBD
Clapboard B	Smooth 8" exp Lap siding	LP Smartsiding	clapboard	Dark Blue-TBD
Corrugated Metal	5 v crimp vertical metal siding	Fabral	clapboard	Light Grey
Cultured Stone	Bluff stone	El Dorado		Woodlands
Wood Panel	panelized wood cladding	Prodex	4x8	Pale
ALTERNATE CLAPBOARD	smooth lap siding	Lifespan Select		
ALTERNATE METAL	2 1/2" corrugated vertical metal siding	Fabral	5	galvalume
Trim				
Cornerboards, Windows, Doors	5/4 smooth Composite Trim	LP Smartsiding		
Decorative Trim, Crown Moulding	3 1/2" + 5 1/2"	Azek		
ALTERNATE TRIM		LP Smartsiding		
Columns/Railings				
Column A	Steel Tube			black
Column B	Built up composite	Azek		ptd
Railings-A	Built up Composite	Azek		ptd
Railings-B	Wood post/cable rail			
Windows and Doors				
Windows	solid vinyl DH/Casements	Harvey Industries		
Entry Doors	Insulated Fiberglass	ThermTru		
Decking				
Deck A	1x5 Composite Decking	Azek		
Deck B	1x5 Composite Decking	Azek		
Ramp-A	P.T frame and deck			
Ramp-B	Stamped Concrete			
Roofing				
pitched	Asphalt Shingles-architect series	Certainteed		
Flat	Membrane roofing			



LP Smartside Lap Siding/Trim— Engineered wood lap siding. Smooth finish. 4" and 8" exposure. Finial colors TBD



Prodex Wood Panel Cladding



Fabral Metal Siding— 5v crimp vertical metal siding



El Dorado - Bluffstone

SIDING / TRIM

1 EXTERIOR FINISH SCHEDULE



AZEK Deck's Vintage Collection is the next generation of capped cellular PVC decking. With its industry leading technology, the Vintage Collection sets a new standard in aesthetics giving you a more realistic wood appearance than competing alternative decking products. With its rustic texture, rich colors and superior durability, the Vintage Collection is sure to bring anyone's dream outdoor living space to life.

Reflexing and redefining what decking means, AZEK Deck Boards have been engineered to withstand the everyday things that happen on a deck. Even spilled wine, fruit punch, and hamburger grease are no match for AZEK Deck's stain resistance. And, since AZEK Decks are scratch resistant, you won't have to worry about marks from patio furniture or pets.

With AZEK Deck, you can rest assured your deck will continue to look great for years to come.

Colors: Mahogany, Cypress, Dark Hickory

Breakthrough aesthetics with a realistic wood appearance

Rustic texture found traditionally in reclaimed wood and indoor flooring

Rich colors with dramatic streaking that truly emulate tropical hardwoods

Exclusive embossing pattern with fine texture lines

Slight board-to-board color variation simulating hardwoods

Enhanced colorfastness

Superior durability

Class "A" Rated Flame Spread Index

Stain, scratch and split resistant

Mold and mildew resistant

Impervious to moisture and insects

Spans a maximum of 16" on-center

Grooved profiles, used for hidden fastening, available in 12", 16" and 20" lengths

Square shouldered profiles available in 16" and 20" lengths

Alloy Armour Technology which provides a 30-year Fade and Stain and Lifetime Limited Warranties

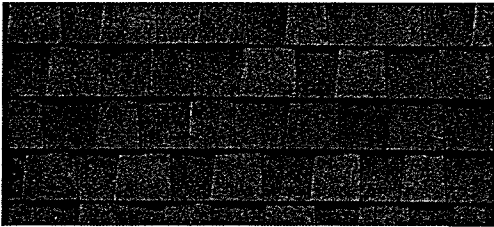
Building Code listings ESR-1667 and CCRR-0101

Square Shouldered & Grooved

Actual dimensions: 1" x 5.5"

• See more at: <http://www.azek.com/products/deck/vintage-collection#sthash.LR14GUBS.dpuf>

DECKING



Certainteed - Asphalt Shingles-architect series

ROOFING

**HARVEY**
BUILDING PRODUCTS

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OUR PRODUCTS

PHOTO GALLERY

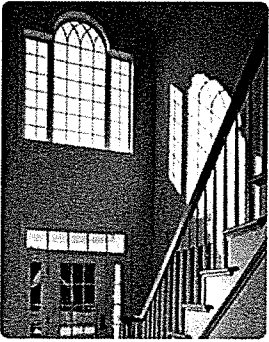
LEARN THE BASICS

ABOUT HARVEY

Vinyl Windows

« home

explore windows »



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OUR PRODUCTS

PHOTO GALLERY

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ABOUT HARVEY

Our Products / Vinyl Windows / Double Hung

» home

Double Hung Windows

Harvey has built a solid reputation as a leading manufacturer and distributor of quality building products. A privately owned and operated business with over 50 years of experience, Harvey Building Products is known for outstanding craftsmanship and superior service as well as standing behind every product we make. In addition to manufacturing durable, attractive windows, doors and porch enclosures, Harvey distributes a full line of highly respected building products to professional contractors and builders throughout the Northeast.

We understand what it takes to be part of your home.™

**Tribute Double Hung Window**
Tribute offers a sleek design and enhanced features like dual-action low profile sash locks, an easy-cleaning glass system and an optional High Performance Package for superior energy efficiency.

**Classic Double Hung Window**
Harvey Classic vinyl double hung windows offer the widest variety of style, performance, color and options. They are custom built to match your home's appearance.

**Slimline Double Hung Window**
Sleek sash profile improves sight lines and opens up the outdoors while maintaining high thermal efficiency. Each window is custom built to your home's exact measurements for unsurpassed fit and finish.

**Vigilance (Impact-Resistant) Double Hung Window**
Harvey Vigilance windows are high-performance, impact-resistant windows that provide exceptional storm protection to meet the most stringent building codes.

**Acoustic Double Hung Window**
The Harvey acoustic replacement and new construction is an excellent solution for reducing noise. It also has enhanced insulating capabilities.

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PLANNING

Richardson Properties, LLC
435/441 Shelburne Street,
Burlington, Vermont
Zoning Permit Application

RECEIVED
AUG 03 2016

DEPARTMENT OF
PLANNING & ZONING

SURVEY NOTES

1. THIS PLAN IS BASED ON A FIELD SURVEY PERFORMED BY BUTTON PROFESSIONAL LAND SURVEYORS, PC, DATED MARCH, 2015.
2. UTILITIES SHOWN DO NOT PURPORT TO CONSTITUTE OR REPRESENT ALL UTILITIES LOCATED UPON OR ADJACENT TO THE SURVEYED PREMISES. EXISTING UTILITY LOCATIONS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL UTILITY CONFLICTS. ALL DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT, OWNER, AND ENGINEER. THE CONTRACTOR SHALL CONTACT DIG SAFE A MINIMUM OF 48 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) PRIOR TO ANY CONSTRUCTION.

SITE SOILS

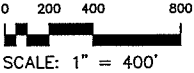
SYMBOL	DESCRIPTION	HYDROLOGIC SOIL GROUP
B/A	BELGRADE AND ELDRIDGE	B/C
-	UNMAPPED	B (ESTIMATED)

CIVIL DRAWING LIST

SHEET	TITLE
C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS AND DEMOLITION PLAN
C1.1	SITE PLAN
C1.2	EROSION PREVENTION AND SEDIMENT CONTROL PLAN
C3.0	WATER DETAILS
C3.1	SEWER DETAILS
C3.2	DRAINAGE DETAILS
C3.3	SITE DETAILS
C3.4	EROSION PREVENTION AND SEDIMENT CONTROL DETAILS



OVERALL SITE LOCATION



LEGEND

C/S	CLEAN OUT	-----	WATERCOURSE
⊙	MANHOLE	-----	TREELINE
⊕	CATCH BASIN	-----	FENCE
⊕	STORM MANHOLE	-----	CONTOUR
⊕	TAPPING SLEEVE AND VALVE	-----	SWALE
⊕	CULVERT	-----	STONE WALL
⊕	CONCRETE HEADWALL	-----	EXISTING PROPERTY LINE
⊕	FLARED END SECTION	-----	PROPOSED PROPERTY LINE
⊕	GATE VALVE	-----	EDGE OF PAVEMENT
⊕	HYDRANT	-----	SANITARY SEWER LINE
⊕	WATER SHUT OFF	-----	STORM LINE
⊕	WELL	-----	WATER LINE
⊕	LIGHT POLE	-----	UNDERGROUND ELECTRIC
⊕	UTILITY POWER POLE	-----	OVERHEAD ELECTRIC
⊕	SOIL BORING	-----	UNDERGROUND TELEPHONE
⊕	TEST PIT	-----	GAS LINE
⊕	SIGN	-----	UNDER DRAIN
⊕	SPOT ELEVATION	-----	RIGHT-OF-WAY LINE
⊕	TREE	-----	SETBACK
⊕	SURVEY POINT	-----	

ZONING TABLE

ZONING DISTRICT: RM-MEDIUM DENSITY RESIDENTIAL
PROPOSED USE: DUPLEX AND ABOVE

	REQUIRED/ALLOWED	EXISTING	PROPOSED
LOT SIZE	N/A	19,275 sf(0.44 AC.)	19,275 sf(0.44 AC.)
LOT FRONTAGE	30' MIN	107'	Unch.
LOT COVERAGE			
STANDARD INCLUSIONARY ACCESSORY	48% 10%	48.3% (9,315 SF) (COMBINED)	47.9% (9,239 SF) 8.75% (1,687 SF)
PARKING (note 1)	20	12	10
BUILDING HEIGHT	35	29'-2"	29'-2"
FRONT YARD SETBACK (SHELburne ROAD)	23'	25'	Unch.
FRONT YARD SETBACK (LYMAN AVENUE)	11'	9'	9'
SIDE YARD SETBACK	5'	5'	5'

Notes:
1. 50% Parking Waiver required. Refer to Parking Management Plan included in submittal.

SUBJECT PROPERTY:

Parcel ID(S):
057-04-036-000
057-04-888-000

435/441 Shelburne Street,
Burlington , VT 05401

OWNER\APPLICANTS:

Mitchel Richardson
Richardson Properties, LLC
P.O. Box 276
South Hero, VT
05486

CONSULTANTS:

CIVIL ENGINEER

Paul Bolsvert, PE/Principal
Engineering Ventures, PC
208 Flynn Ave
Burlington, VT 05401

TOPOGRAPHIC SURVEY
Button Professional Land Surveyors, PC
20 Kimball Avenue, Ste #203
South Burlington, VT 05403

Sheet Title:
Cover Sheet

Project Title:
435/441 Shelburne Street Multi-Family
Burlington, Vermont

Designed By: PB
Checked By: -
Drawn By: WC
Scale:
Date: August, 2016

C0.0

DEMOLITION NOTES

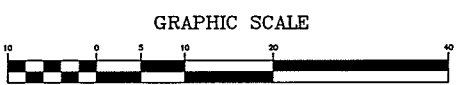
1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE MOST RECENT EDITION OF VTRANS STANDARD SPECIFICATIONS FOR CONSTRUCTION UNLESS OTHERWISE NOTED.
2. NO DEMOLITION SHALL COMMENCE UNTIL A PRECONSTRUCTION MEETING IS HELD WITH THE OWNER AND ALL EROSION PREVENTION AND SEDIMENT CONTROL DEVICES ARE INSTALLED.
3. ALL DEMOLITION ITEMS, UNLESS NOTED BY THE OWNER TO BE STORED OR REUSED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PROMPTLY REMOVED FROM THE SITE. EXCESS OR UNSUITABLE SOIL SHALL BE REMOVED FROM THE SITE.
4. ALL ADJACENT FACILITIES AND STRUCTURES NOT INDICATED AS INCLUDED IN THE SCOPE OF WORK SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATELY REPAIRING OR REPLACING ALL ADJACENT FACILITIES OR STRUCTURES DAMAGED DURING CONSTRUCTION TO PRE-CONSTRUCTION CONDITION OR BETTER.
5. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK AREA FOR THE DURATION OF THE PROJECT.
6. CONTRACTOR SHALL CONTACT DNGSAFE IN ACCORDANCE WITH STATE LAW.
7. PRIOR TO DEMOLITION, HAND EXCAVATE ANY UNDERGROUND UTILITIES. NOTIFY THE OWNER IF ANY OTHER UTILITIES NOT NOTED ON THE DRAWINGS ARE FOUND.
8. CARE SHALL BE TAKEN NOT TO DAMAGE OR DISTURB ANY TREES AND SITE LIGHTING NOT INDICATED FOR REMOVAL DURING CONSTRUCTION.
9. PROPOSED FEATURES ARE SHOWN ON THIS DRAWING FOR REFERENCE ONLY.
10. ALL EXISTING UTILITIES, FENCING AND SITE FEATURES SHOWN WITH CROSS HATCHING (/ /) ARE TO BE REMOVED (PAVING, GRAVEL, WALLS, WALKS, MFL, CB, PIPE, ETC).
11. THE CONTRACTOR MAY NOT HAVE ACCESS TO PERFORM WORK ON THE ENTIRE SITE AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER PRIOR TO BEGINNING WORK IN ANY AREA.
12. THE CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AND VEHICLE BARRIERS TO PREVENT ACCESS TO THE WORK AREA BY UNAUTHORIZED PERSONS.
13. THE CONTRACTOR SHALL MAINTAIN ACCESS TO SHARED DRIVEWAY UNLESS OTHERWISE ARRANGED WITH AFFECTED NEIGHBORS.
14. NO VEHICLE PARKING IS ALLOWED ON THE GREENBELT WITHOUT ADVANCE APPROVAL FROM THE CITY.

DEMOLITION SCHEDULE

- D1 REMOVE AND DISPOSE OF EXISTING SHED.
- D2 REMOVE EXISTING WOODEN RAMP, DECKING AND STAIRS.
- D3 REMOVE AND DISPOSE OF EXISTING CHAINLINK FENCE.
- D4 REMOVE AND DISPOSE OF EXISTING CONCRETE AND CURB.
- D5 REMOVE EXISTING GRAVEL (PATHWAY, DRIVE)
- D6 REMOVE EXISTING UTILITY LINE.
- D7 SAWCUT AND REMOVE EXISTING ASPHALT PAVEMENT.
- D8 REMOVE EXISTING SIDEWALK TO NEAREST PANEL JOINT.
- D9 REMOVE EXISTING OVERHEAD ELECTRIC LINES. COORDINATE WITH BED.
- D10 REMOVE EXISTING GAS LINE. COORDINATE WITH VERMONT GAS.
- D11 COORDINATE REMOVAL OF EXISTING PLANTINGS WITH OWNER AND LANDSCAPE ARCHITECT.
- D12 REMOVE EXISTING TREE AND STUMP.
- D13 REMOVE PORTION OF EXISTING PORCH STRUCTURE PER ARCHITECTURAL PLANS.

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AUG 03 2016

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PLANNING & ZONING



Stamp	
Chd.	
Rev. No.	
Description	
1	DRE Submitted 08/03/16

Rev. No.	Description
1	DRE Submitted 08/03/16

ENGINEERING VENTURES PC
208 Flynn Avenue, Suite 2A Burlington, VT 05401
Tel: 802.863.6235 • Fax: 802.863.6206
15 Madeline Street, Suite 150A, Lebanon, NH 03766
Tel: 603.442.3333 • Fax: 603.442.3301
www.engineeringventures.com

Client:
Richardson Properties, LLC
P.O. Box 276
South Hero, VT 05486

Sheet Title:
Existing Conditions and Demolition Plan
Project Title:
435/441 Shelburne Street Multi-Family
Burlington, Vermont

Designed By:	PB
Checked By:	-
Drawn By:	WC
Scale:	-
Date:	August, 2016

C10

GENERAL NOTES

1. LOCATE AND PROTECT IN PLACE ALL EXISTING UNDERGROUND AND OVERHEAD POWER, TELEPHONE, AND DATA LINES NOT NOTED FOR DEMOLITION.
2. COORDINATE ALL WORK NEAR OR ON UTILITIES OWNED BY OTHERS WITH THE UTILITY PROVIDER.
3. PROTECT ALL DISTURBED AREAS FROM EROSION IN ACCORDANCE WITH THE EROSION PREVENTION AND SEDIMENT CONTROL PLAN.
4. STABILIZE ALL UPSTREAM AREAS BEFORE BUILDING RAIN GARDEN.

SITE AND UTILITY NOTES

- P1 NEW ASPHALT PAVEMENT WITH 6" ASPHALT CURB. SEE DETAIL SHEET C3.0.
- P2 NEW ASPHALT COURSE OVER EXISTING BASE WITH 6" ASPHALT CURB. SEE DETAIL C3.0.
- P3 NEW CONCRETE SIDEWALK. SEE DETAIL SHEET C3.0.
- P4 NEW CONCRETE DRIVE AND PARKING SLAB. SEE DETAIL SHEET C3.0.
- P5 NEW CONCRETE CURB. SEE SHEET C3.0.
- P6 NEW RAIN GARDEN. SEE DETAIL SHEET C3.2.
- P7 NEW ACCESSIBLE RAMP. SEE LANDSCAPE ARCHITECT PLANS.
- P8 NEW PERVIOUS PAVERS. REFER TO DETAIL C3.0.
- P9 NEW 4" DI WATERLINE AND GATE VALVE. SEE DETAIL SHEET C3.0.
- P10 PVC STORM DRAIN LINE. SEE DETAIL SHEET C3.2.
- P11 NEW STORMTECH INFILTRATION CHAMBERS (2 AT EACH LOCATION). SEE DETAIL SHEET C3.2.
- P12 NEW TRENCH DRAIN.
- P13 NEW 4" PVC SEWER LINE AND CLEANOUT. SEE DETAIL SHEET C3.1.

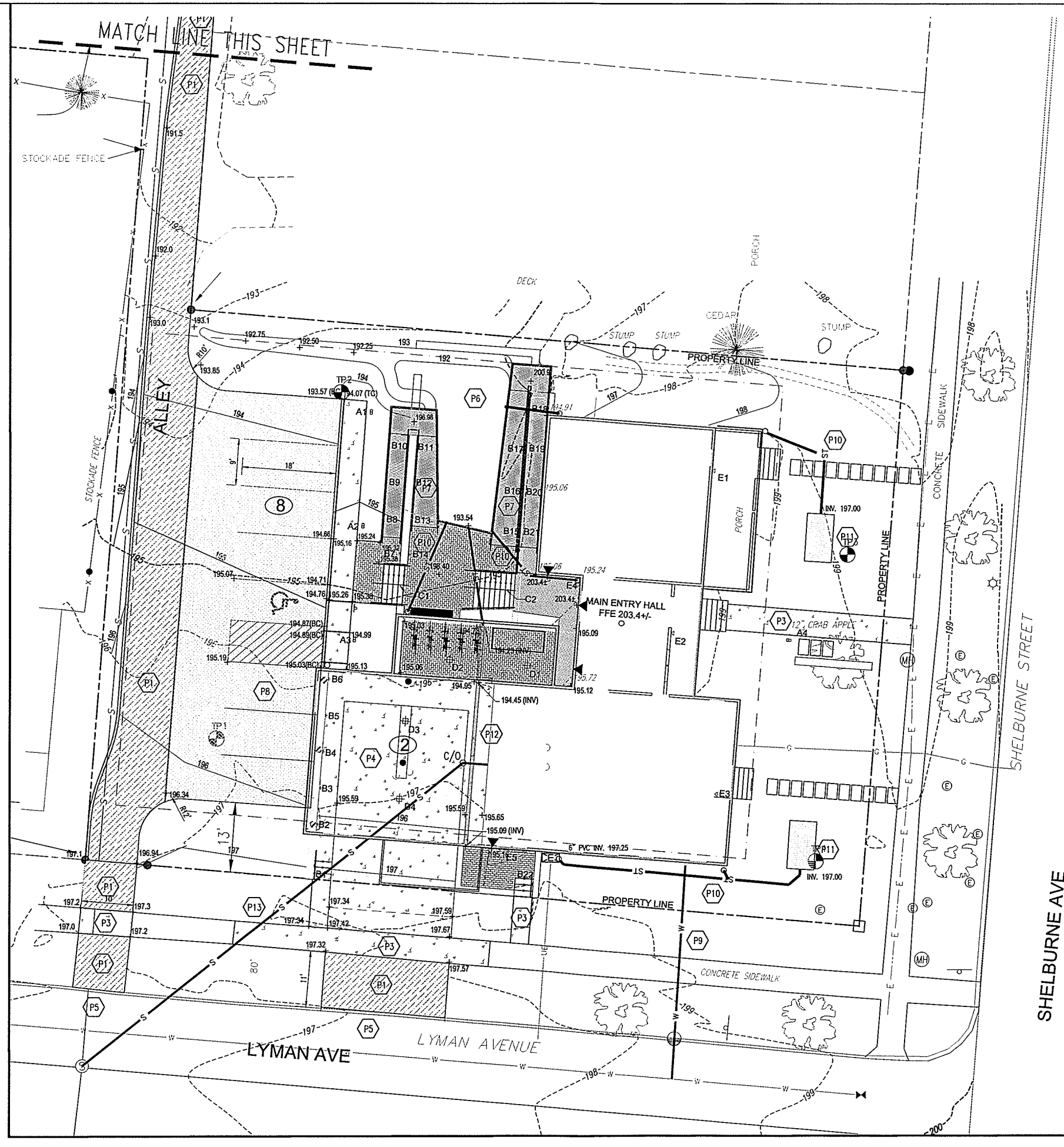
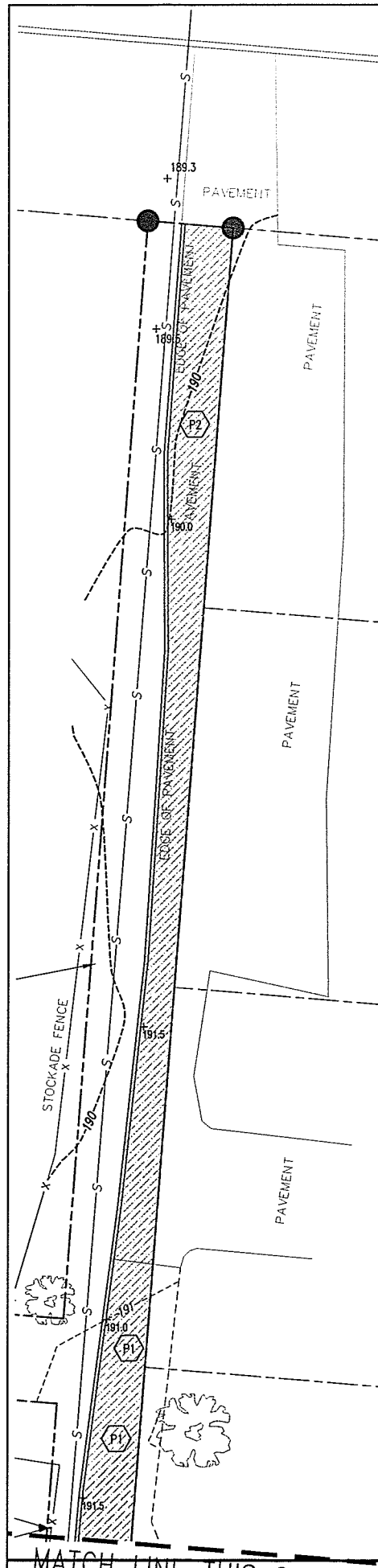
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DEPARTMENT OF
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GRAPHIC SCALE



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Rev. No.	Description	09/03/16
1	DRB Submittal	

ENGINEERING VENTURES PC
 208 Flynn Avenue, Suite 2A Burlington, VT 05401
 Tel: 802.863.6235 • Fax: 802.863.6306
 85 Main Street, Suite 350A, Lebanon, NH 03766
 Tel: 603.442.3333 • Fax: 603.442.3321
 www.engineeringventures.com

Client:
 Richardson Properties, LLC
 P.O. Box 276
 South Hero, VT
 05486

Sheet Title: Site Plan
 Project Title: 435/441 Shelburne Street Multi-Family
 Burlington, Vermont

Designed By: PB
 Checked By: WPC
 Drawn By: WPC
 Scale: 1" = 10'
 Date: August, 2016

- GENERAL EROSION CONTROL NOTES
1. IDENTIFY THE CONTRACTOR AND PERSON RESPONSIBLE FOR DAY TO DAY MONITORING, IMPLEMENTATION, AND OVERSIGHT OF EROSION PREVENTION AND SEDIMENT CONTROL MEASURES IMPLEMENTED ON SITE.
 2. A PRE-CONSTRUCTION MEETING INCLUDING THE ON SITE COORDINATOR (OSC), CONTRACTOR, BURLINGTON PUBLIC WORKS DEPARTMENT, AND ENGINEER IS TO BE SCHEDULED BY THE CONTRACTOR AT LEAST ONE WEEK PRIOR TO THE PLANNED START OF CONSTRUCTION, UNLESS WAIVED BY CITY STAFF. AT LEAST 72 HOURS OF NOTICE TO THE ABOVE PARTIES IS REQUIRED PRIOR TO THE MEETING.
 3. EROSION AND SEDIMENT CONTROL PRACTICES SHALL COMPLY WITH THE VERMONT STANDARDS & SPECIFICATIONS FOR EROSION PREVENTION & SEDIMENT CONTROL (LATEST UPDATE) AND CHAPTER 26 OF THE BURLINGTON CITY ORDINANCE (WASTEWATER, STORMWATER, AND EROSION CONTROL).
 4. A COPY OF THE EPSC PLAN, WITH ALL AMENDMENTS AND ASSOCIATED REPORTS SHALL BE KEPT ON SITE DURING CONSTRUCTION, INCLUDING ALL AMENDMENTS. NOTE THAT AMENDMENTS ARE TO BE APPROVED IN ADVANCE BY THE BURLINGTON DEPARTMENT OF PUBLIC WORKS.
 5. DISTURBANCE LIMITS ARE TO BE MARKED, AND THE FOLLOWING MANAGEMENT PRACTICES INSTALLED, PRIOR TO BEGINNING EARTH WORK IN ANY GIVEN AREA: SILT FENCE, CONSTRUCTION ENTRANCE, INLET PROTECTION, AND FIBER ROLLS.
 6. ALL DISTURBED AREAS ARE TO BE STABILIZED (TEMPORARY OR FINAL) WITHIN 48 HOURS OF INITIAL DISTURBANCE. AFTER THIS TIME, ANY DISTURBANCE WITHIN THIS WORK AREA MUST BE STABILIZED AT THE END OF EACH WORK DAY, WITH THE FOLLOWING EXCEPTIONS:
 - a. STABILIZATION IS NOT REQUIRED IF WORK IS TO CONTINUE IN THE AREA WITHIN 24 HOURS AND NO PRECIPITATION IS FORECAST DURING THAT PERIOD.
 - b. WORK IS OCCURRING WITHIN A SELF-CONTAINED EXCAVATION, 2 FEET OR MORE IN DEPTH.
 7. THE PERIOD BETWEEN OCTOBER 15TH AND APRIL 15TH IS CONSIDERED THE "WINTER CONSTRUCTION PERIOD". SOIL STABILIZATION IS REQUIRED AT THE END OF EACH WORK DAY DURING THIS PERIOD, WITH EXCEPTIONS DISCUSSED IN ADVANCE WITH THE ENGINEER.
 8. ALL STABILIZATION INVOLVING SEEDING IS TO BE COMPLETED BY SEPTEMBER 15TH.
 9. CONTRACTOR PARKING ON CITY GREENBELT AREAS IS PROHIBITED. ANY DAMAGE TO THESE AREAS IS TO BE REPAIRED IMMEDIATELY.
 10. PREVENT SEDIMENT TRANSPORT OFF SITE. REMOVE ANY SEDIMENT DISCHARGED OR DEPOSITED ONTO CITY ROADS, SIDEWALKS, OR SEWERS OR ONTO ADJACENT PROPERTIES.

EPSC STRUCTURE LEGEND

EROSION PREVENTION AND SEDIMENT CONTROL STRATEGY
THE FOLLOWING TECHNIQUES WILL BE UTILIZED AS PART OF A SEDIMENT AND EROSION CONTROL PROGRAM. THE SEDIMENT AND EROSION CONTROL PROGRAM WILL BE IMPLEMENTED IN STAGES. CERTAIN ITEMS FROM ONE STAGE WILL LIKELY OVERLAP OR TAKE PLACE CONCURRENTLY WITH ITEMS FROM OTHER STAGES. THE CONTRACTOR SHALL REFER TO AND CONFORM WITH THE STATE OF VT LOW RISK SITE HANDBOOK FOR EROSION PREVENTION AND SEDIMENT CONTROL. REFER TO DETAILS ON SHEET CS-4.

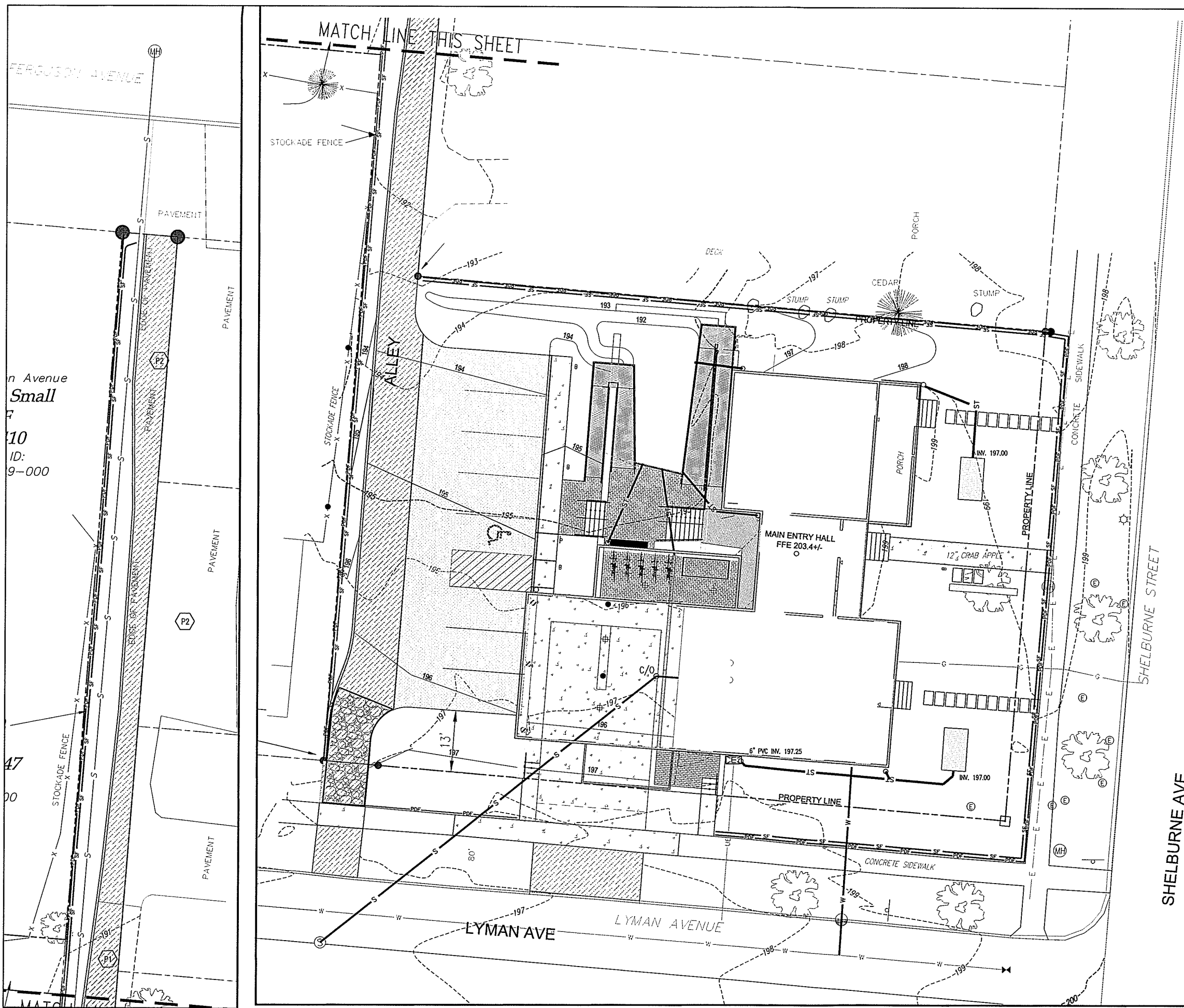
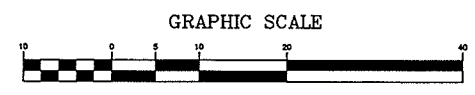
STABILIZED CONSTRUCTION ENTRANCE
THIS STRUCTURAL MEASURE IS A STABILIZED PAD OF AGGREGATE UNDERLAIN WITH FILTER FABRIC LOCATED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE TO OR FROM A PUBLIC RIGHT-OF-WAY, STREET, ALLEY, SIDEWALK, OR PARKING AREA. THE PURPOSE OF A STABILIZED CONSTRUCTION ENTRANCE IS TO REDUCE OR ELIMINATE THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY OR STREETS. THIS WILL REMAIN IN PLACE AND BE MAINTAINED UNTIL THE PROJECT SITE HAS BEEN PERMANENTLY STABILIZED.

SILT FENCING
THIS STRUCTURAL MEASURE IS A TEMPORARY BARRIER OF GEOTEXTILE FABRIC USED TO INTERCEPT SEDIMENT LADEN RUNOFF FROM SMALL DRAINAGE AREAS OF DISTURBED SOIL. IT IS INSTALLED ALONG THE PERIMETER OF IMPACTED AREAS AND ALONG THE BASE OF THE FILL SLOPES. ADDITIONALLY, WHEN DESIGNATED ALONG THE LIMITS OF DISTURBANCE, INSTALL CONSTRUCTION FENCE BEHIND THE SILT FENCE. THESE WILL REMAIN IN PLACE AND BE MAINTAINED UNTIL THE PROJECT SITE HAS BEEN PERMANENTLY STABILIZED.

PROJECT DEMARCATION FENCING
THE CONTRACTOR SHALL CONTAIN ANY EARTH MOVING ACTIVITIES WITHIN THE DESIGNATED LIMITS SHOWN ON THIS PLAN. THE ENGINEER SHALL REVIEW THE SITE TO MAKE ANY ADJUSTMENTS TO ACCOUNT FOR ENVIRONMENTALLY SENSITIVE AREAS, SPECIMEN TREES AND SPECIAL AREAS OF CONCERN.

THE LIMITS SHALL BE DEMARCATED WHERE INDICATED ON THIS PLAN WITH ORANGE CONSTRUCTION FENCE (OR CHAIN LINK FENCE WHERE SECURITY OR PEDESTRIAN SAFETY IS REQUIRED.) SILT FENCE IS NOT AN ACCEPTABLE MEANS OF DEMARCATION.

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Rev. No.	Description	Date
1	DRB Submittal	08/03/16

ENGINEERING VENTURES PC
208 Flynn Avenue, Suite 2A Burlington, VT 05401
Tel: 802.263.8225 • Fax: 802.263.8396
85 Main Street, Suite 100 South Hero, VT 05486
www.engineeringventures.com

Client:
Richardson Properties, LLC
P.O. Box 276
South Hero, VT 05486

Sheet Title: **Erosion Prevention and Sediment Control Plan**
Project Title: **435/441 Shelburne Street Multi-Family**
Burlington, Vermont

Designed By: PB
Checked By: -
Drawn By: WC
Scale: -
Date: August, 2016

C1.2



SCALE: NONE



1. REFER TO APPLICABLE TRENCH DETAIL FOR SPECIFIC BACKFILL INFORMATION.

SCALE: NONE



VERTICAL BEND - SECTION



- SEPARATION NOTES:

1. WATER MAIN RELATIONS TO SEWER SHALL BE IN ACCORDANCE WITH THE "RECOMMENDED STANDARDS FOR WATER WORKS" SO-CALLED TEN STATE STANDARDS.
2. WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SEWERS. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. IF THIS DISTANCE CANNOT BE OBTAINED, THEN THE PIPES SHALL BE INSTALLED IN A SEPARATE TRENCH AT AN ELEVATION SO THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.
3. WHEN IT IS IMPOSSIBLE TO MAINTAIN 18" VERTICAL SEPARATION OR WHERE THE SEWER MUST BE LAID ABOVE THE WATER MAIN; 1) THE CROSSING SHALL BE ARRANGED SO THAT ONE FULL LENGTH OF SEWER IS CENTERED ABOVE OR BELOW THE WATER LINE WITH SEWER JOINTS AS FAR AS POSSIBLE FROM THE CROSSING; 2) THE CROSSING SHALL BE CONSTRUCTED TO MEET MAIN STANDARDS FOR A MINIMUM DISTANCE OF 20 FEET EITHER SIDE OF THE CROSSING OR A TOTAL OF THREE PIPE LENGTHS, WHICH EVER IS GREATER; 3) THE SECTION CONSTRUCTED TO WATER MAIN STANDARDS MUST BE PRESSURE TESTED TO MAINTAIN 50 psi FOR 15 MINUTES WITH NO LEAKAGE PRIOR TO BACKFILLING BEYOND ONE FOOT ABOVE THE PIPE TO ASSURE WATER TIGHTNESS.

SCALE: NONE



NOTE: COVER MUST BE MARKED "WATER"

BOTTOM DETAIL

- VALVE BOX NOTES:

1. ALL MATERIALS AND INSTALLATION PROCEDURES WILL CONFORM TO TECHNICAL SPECIFICATIONS.
2. ALL PIPE SHOULD HAVE A MINIMUM DEPTH OF 5' FROM TOP OF PIPE TO FINISH GRADE.
3. VALVE ROTATION PER DPM STANDARDS.

SCALE: NONE



TYPICAL BEARING THRUST BLOCK

GENERAL

1. METERS FOR SERVICE CONNECTIONS 3/4" OR SMALLER WILL BE PROVIDED BY THE WATER UTILITY, BUT INSTALLED BY THE CONTRACTOR.
2. WATER SYSTEM COMPONENTS ARE TO BE LEAD FREE, AND APPROVED BY THE WATER DEPARTMENT.
3. A REPRESENTATIVE FOR THE WATER UTILITY MUST BE PRESENT, UNLESS OTHERWISE NOTED IN WRITING, FOR ALL WATER MAIN TAPS.
4. WATER INFRASTRUCTURE IS TO INCLUDE SINKING "AS BUILT" DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR WHICH REFLECT ACTUAL UTILITY LOCATIONS AND RESULTING EASEMENTS AT THE TIME OF COMPLETION OF THE SYSTEM.
5. THE WATER UTILITY SHALL INSPECT ALL ITEMS TO BE TAKEN OVER BY THE TOWN PRIOR TO ACCEPTANCE.
6. THE CONTRACTOR SHALL PROVIDE A 2 YEAR WARRANTY ON ALL WATER RELATED ITEMS FROM THE TIME OF COMPLETION OF THE PROJECT.

- EXISTING UTILITIES**
1. LOCATION OF UTILITIES AND UNDERGROUND STRUCTURES ARE SHOWN AS APPROXIMATE ON THE CONTRACT DOCUMENTS.
 2. ALL UTILITIES SHALL BE LOCATED BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION.
 3. EXISTING UTILITIES SHALL BE PROTECTED AND SUPPORTED DURING CONSTRUCTION.
 4. ALL WATER, GAS, CABLE, TELEPHONE, ELECTRIC, SEWER, AND OTHER UTILITIES FOUND TO INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED IN A MANNER ACCEPTABLE TO THE ENGINEER.

- PIPE BEDDING

1. SAND BEDDING MEETING REQUIREMENTS OF EARTHWORK SPECIFICATIONS
2. SAND BLANKET MEETING REQUIREMENTS OF EARTHWORK SPECIFICATIONS
3. TRENCH FINAL BACKFILL MATERIAL - MATERIAL WILL EXCLUDE PIECES OF PAVEMENT, ORGANIC MATTER, TOP SOIL, ALL WET OR SOFT MUCK, PEAT, CLAY, LARGE ROCKS (12" DIMENSION), OR ANY MATERIAL DETERMINED BY THE ENGINEER THAT WILL NOT BE SUITABLE.

- WATER MAINS
1. ONCE INSTALLED PERFORM A HYDROSTATIC AND LEAKAGE TEST ACCORDING TO AWWA C600 (LATEST REVISION) ON EACH PIPE LINE.
 2. THE ENGINEER AND THE WATER UTILITY SHALL BE GIVEN AT LEAST 72 HOURS NOTICE BEFORE THE TEST IS CONDUCTED. TEST MUST BE WITNESSED BY THE ENGINEER.
 3. SPECIFIED TEST PRESSURE IS 200 PSI, AND PRESSURE DURING TEST SHALL NOT VARY BY MORE THAN 5 PSI.

- DUCTILE IRON PIPE- ANNA C151**
1. FITTINGS: DUCTILE IRON, STANDARD THICKNESS, 350 psi pressure rating. (ANNA C100, C153, C105, ANSI A21.10).
 2. FITTINGS: CAST IRON, 250 psi pressure rating. (ANSI A21.10).
 3. JOINTS: MECHANICAL, PUSH-ON AND FLANGED (ANNA C111, C115).
 4. GASKETS:
 - A. MECHANICAL AND PUSH-ON JOINTS, ANSI A21.11.
 - F. FLANGED JOINTS: $\frac{1}{8}$ " THICK RING OR FULL FACED RUBBER, ANSI A21.15.
 5. BOLTS/NUTS:
 - A. MECHANICAL JOINT: ANSI A21.11.
 - F. FLANGED JOINT: ANSI A21.15.
 6. MECHANICAL JOINT GLANDS SHALL BE "MEGA-LUG" RETAINER GLANDS.
 7. LINEDS AND LINING REPAIR TO ANNA/ANSI C104.
 - A. INTERIOR - COESENT LINING, DOUBLE THICKNESS BITUMINOUS SEAL.
 - F. EXTERIOR - BITUMINOUS COATING APPROXIMATELY 2 MILS THICK, ANSI A21.15, ANSI A21.15, AND ANSI A21.10.
 - C. LANCE MACHINED FACE COATING ANSI A21.15.

- COPPER TUBING
1. TYPE-K, ANNEALED, ASTM B88
 2. FITTINGS: ASME B16.18, CAST COPPER, OR ASME B16.22, WROUGHT COPPER.
 3. JOINTS: COMPRESSION CONNECTION OR AHS A5.8, B36P SILVER BRAZE.
- CHLORINATION OF DOMESTIC WATER LINES
1. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE WATER UTILITY AT LEAST 72 HOURS IN ADVANCE OF BEGINNING ANY DISINFECTION OF WATER MAINS.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR BACTERIOLOGICAL TESTING AS REQUIRED BY THIS SPECIFICATION AND REFERENCE STANDARDS.
- IDENTITY

3. DISINFECT ALL NEW PIPELINE SYSTEMS IN ACCORDANCE WITH ANNA CESS, INCLUDING:
- A. METHOD OF CHLORINE APPLICATION. USE CONTINUOUS FEED METHOD OR SLUG METHOD. (TABLET METHOD IS NOT ACCEPTABLE.)
 - B. FORM OF CHLORINE UTILIZED.
 - C. FINAL FLUSHING.
 - D. BACTERIOLOGICAL TESTING
 - E. BREAKDOWN OF PROTECTANT

1. RESILIENT SEAT GATE VALVES BY KENNEDY "XEN-SEAL" OR EQUAL.
2. IRON BODY GATE VALVES TO MEET ANWWA C-509-87.
3. STEEL CONSTRUCTION: NON-REISING.
4. STEM SEALS: DOUBLE O-RINGS.
5. GATE CAST IRON RESILIENT WEDGE WITH SYNTHETIC ELASTOMER COATING, AND SHALL BE EPOXY COATED (FUSION BONDED) INSIDE AND OUT.
6. BONNET HARDWARE SHALL MEET ASTM A307, CADMIUM PLATED.
7. OUTLET CONNECTION: STANDARD MECHANICAL JOINT OPERATION: GREEN TO THE BRIST.

- TAPPING VALVES**
1. TAPPING VALVES TO MEET AHS/AWWA C509-87, STANDARD FOR RESILIENT SEATED GATE VALVES.
 2. VALVES SHALL HAVE A MINIMUM WORKING PRESSURE OF 150 PSI.
 3. VALVES SHALL OPEN RIGHT.
 4. INLET FLANGES SHALL BE CLASS 125, ANSI B16.1, OR ANSI/AWWA C110/A21.10.
 5. OUTLET CONNECTION: STANDARDIZED MECHANICAL JOINT.
 6. STEM SEALS: O RING.
 7. STEM CONNECTIONS: NON-RISEING.
 8. SCATING: PARALLEL SEAT.
 9. END CONNECTIONS: MECHANICAL ON RUN, FLANGED ON BRANCH.
 10. BURIED TAPPING VALVES SHALL BE PROVIDED WITH A 2" HIGH SQUARE WRENCH NUT AND CAST IRON VALVE BOX IF DEPTH FROM GRADE TO TOP OF VALVE OPERATOR IS GREATER THAN 48". THE VALVE STEM SHALL BE MADE OF HIGH STRENGTH STEEL. SHALL BE PROVIDED WITH 48" FROM TOP OF VALVE BOX TO TOP OF VALVE. THE VALVE SHALL BE 4" TO 6" IN SIZE.

1. ANNA C509, LATEST REVISION.
2. ANNA C207, CLASS D, MAX. WORKING PRESSURE OF 150 PSI.
3. SLEEVES: SPLIT SLEEVES OF CAST IRON OR DUCTILE IRON.
4. MECHANICAL JOINT ENDS WITH END AND GASKET.
5. PROVIDE A 3/4" NPT TEST PLUG OR OTHER PROVISION FOR AIR TESTING THE VALVE AND SLEEVE AT MAXIMUM WORKING PRESSURE.
6. BOLTS AND NUTS, MECHANICAL JOINTS: HIGH STRENGTH CAST IRON OR HIGH STRENGTH LOW ALLOY STEEL, ANSI/ASME C111/A211.1-90.
7. BOLTS AND NUTS, FLANGED JOINTS: HIGH STRENGTH, LOW CARBON STEEL CONFORMING TO ANSI/ASME C110/A211.10-87, APPENDIX C.
8. COAT ALL NUTS AND BOLTS WITH A PAST RESISTANT LUBRICANT.
9. ALL BOLTS USED WITH SPLIT SLEEVES BE BRUSH COATED HEAVILY AFTER FINAL TIGHTENING WITH AUTOMATIC COLO-APPLIED MATERIAL TO THOROUGHLY COVER ALL EXPOSED SURFACES OF BOLTS AND NUTS.

- VALVE BOXES**
1. ACCEPTABLE MANUFACTURER'S: MUELLER, CLOW, OR EQUAL.
 2. CLOW F-2452 SLIDING TYPE, TWO PIECE, OR EQUAL.
 3. 5 1/4 INCH SHAFT.
 4. SIZE 664-A (40-60 INCH OVERALL LENGTH).
 5. CAST IRON.
 6. CLOW F-2490 LIDS OR EQUAL.
 7. THE WORD "WATER" TO BE CAST INTO TOP OF COVERS. AN

NOTE:
THE CITY OF BURLINGTON HOLDS THE RIGHT OF FIRST
REFUSAL FOR ALL WATER SYSTEM WORK. COORDINATE WITH
PUBLIC WORKS DEPARTMENT.

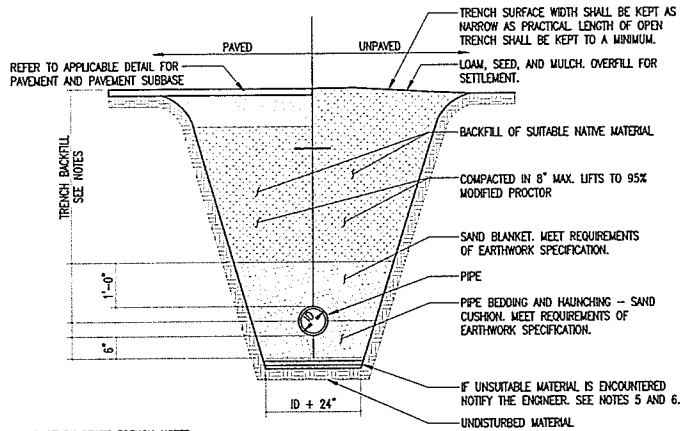
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DEPARTMENT OF
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Water Details and

Title: 435/441 Shelburne Street Multi-Family

Designed By:	PB
Checked By:	—
Drawn By:	WC
Scale:	N.T.S.
Date:	August, 2016

630

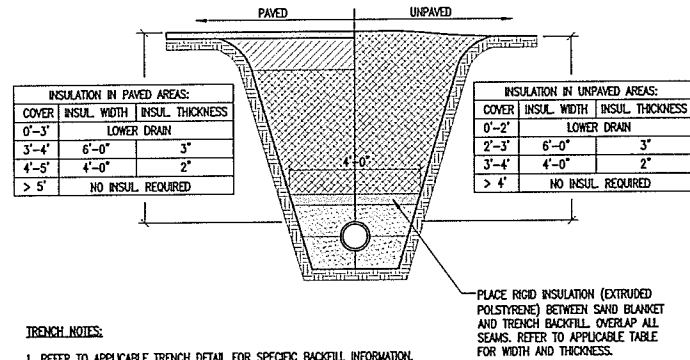


SANITARY SEWER TRENCH NOTES:

- UNLESS OTHERWISE NOTED, ASSUME CLASS "C" SOILS. PERFORM ALL EXCAVATIONS TO OSHA REQUIREMENTS.
- BEDDING TO PROVIDE A FIRM, STABLE, CONTINUOUS AND UNIFORM SUPPORT FOR FULL LENGTH OF PIPE.
- FOR BUILDING SEWERS THE MINIMUM DEPTH TO THE TOP OF THE PIPE SHALL BE 4'-0". WHERE BUILDING SEWERS ARE TO BE INSTALLED AT A DEPTH LESS THAN 3'-0" UNDER DRIVEWAYS, EXTRA HEAVY CAST IRON OR OTHER HIGH STRENGTH PIPE SHALL BE USED. OTHERWISE, REFER TO INSULATION OVER SHALLOW SEWER LINE DETAIL.
- FOR SEWER COLLECTION SYSTEMS THE MINIMUM DEPTH TO THE TOP OF THE PIPE SHALL BE 5'-0". THIS DEPTH SHALL BE INCREASED TO 6'-0" IN AREAS TO BE PLOWED DURING THE WINTER MONTHS. OTHERWISE, REFER TO INSULATION OVER SHALLOW SEWER LINE DETAIL.
- BACKFILL SHALL BE OF A SUITABLE MATERIAL REMOVED FROM EXCAVATION EXCEPT WHERE OTHER MATERIAL IS SPECIFIED. DEBRIS, FROZEN MATERIAL, LARGE CLODS OR STONES, ORGANIC MATTER, OR OTHER UNSTABLE MATERIALS SHALL NOT BE USED FOR BACKFILL WITHIN TWO FEET OF THE TOP OF THE PIPE.
- LEDGE, ROCK, BOULDERS AND LARGE STONES SHALL BE REMOVED TO PROVIDE A MINIMUM CLEARANCE OF FOUR INCHES BELOW AND ON EACH SIDE OF ALL PIPES.
- SEWERS ON 20 PERCENT SLOPES OR GREATER SHALL BE ANCHORED SECURELY WITH CONCRETE ANCHORS OR EQUIVALENT, SPACED AS FOLLOWS:
 - NOT OVER 36 FEET CENTER TO CENTER ON GRADES 20 PERCENT AND UP TO 35 PERCENT
 - NOT OVER 24 FEET CENTER TO CENTER ON GRADES 35 PERCENT AND UP TO 50 PERCENT
 - NOT OVER 16 FEET CENTER TO CENTER ON GRADES 50 PERCENT AND OVER

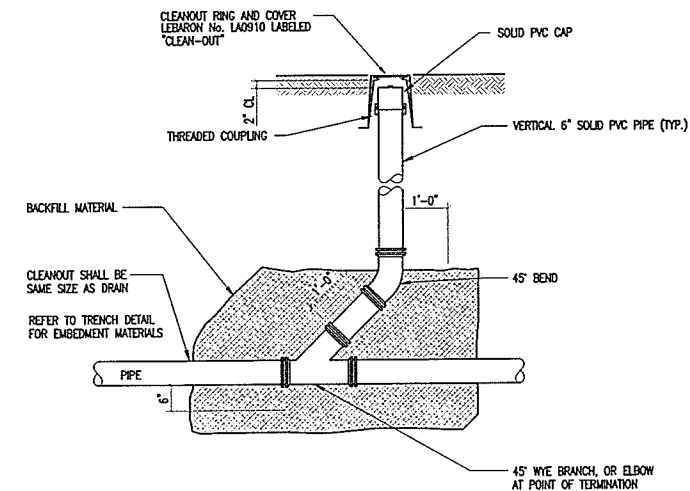
SANITARY SEWER TRENCH DETAIL

SCALE: NONE



INSULATION OVER SHALLOW SEWER LINE DETAIL

SCALE: NONE



SEWER CLEANOUT DETAIL

RECEIVED
AUG 03 2016

DEPARTMENT OF PLANNING & ZONING

SANITARY SEWER NOTES

- CONTRACTOR SHALL CONFORM TO GUIDELINES DETAILED IN THE VERMONT STATE SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR READING AND FOLLOWING THE FULL COMPLETE EDITION PROVIDED BY THE STATE.
- THE BUILDING SEWER SHALL BE CONSTRUCTED IN A MANNER WHICH WILL PREVENT LEAKING, BREAKING OR CLOGGING.
- SIZING AND SLOPE: MINIMUM BUILDING SEWER SIZE IS 4 INCHES (UNLESS SHOWN ON THE PLAN) AND A MINIMUM SLOPE IS 1/4" PER FOOT.
- CLEANOUTS: CLEANOUTS SHALL BE PROVIDED AT EACH HORIZONTAL CHANGE IN DIRECTION OF THE BUILDING SEWER GREATER THAN 45 DEGREES AND WHERE INDICATED ON THE DESIGN DRAWINGS. BUILDING SEWER CHANGES IN DIRECTION WHICH EXCEED 45 DEGREES SHOULD BE MADE WITH TWO 45 DEGREE ELLS OR LONG SWEEP FITTINGS. MANHOLES ARE ACCEPTABLE IN LIEU OF CLEANOUTS. WHERE BUILDING SEWERS ARE TO BE INSTALLED AT A DEPTH OF LESS THAN 3 FEET UNDER DRIVEWAYS ARE ANTICIPATED, EXTRA HEAVY CAST IRON PIPE SHALL BE USED.
- LEAKAGE: BUILDING SEWERS SHALL MEET THE LEAKAGE STANDARDS PRESCRIBED IN THE STATE OF VERMONT SPECIFICATIONS (EPR- CHAPTER 1). SEE BELOW FOR MORE DETAIL.
- SLOPE, VELOCITY: ALL GRAVITY SEWER LINES SHALL BE INSTALLED WITH NOT LESS THAN THE SLOPES SHOWN BELOW:

PIPE SIZE (INCHES)	SLOPE (FEET/100 FEET)
4"	2%
6"	1%
8"	0.4%

- CHANGES IN PIPE SIZE: WHEN A SMALLER SEWER JOINS A LARGE ONE, THE INVERT OF THE LARGER SEWER SHALL BE LOWERED SUFFICIENTLY TO MAINTAIN THE SAME ENERGY GRADIENT.
- MATERIAL: PVC SDR 35, ASTM D3034, WITH PUSH-ON GASKETED JOINTS. GASKETS SHALL CONFORM TO ASTM D3212. SEWER JOINTS SHALL BE CONSTRUCTED TO MINIMIZE INFILTRATION AND TO PREVENT THE ENTRANCE OF ROOTS INTO THE SYSTEM.
- TRENCHING: LEDGE, ROCK, BOULDERS AND LARGE STONES SHALL BE REMOVED TO PROVIDE A MINIMUM CLEARANCE OF FOUR INCHES BELOW AND ON EACH SIDE OF ALL PIPES.
- BEDDING: SEE TRENCH DETAIL DRAWING FOR MATERIALS. TRENCH BACKFILL SHALL BE OF A SUITABLE NATIVE MATERIAL FREE FROM DEBRIS, FROZEN MATERIAL, LARGE CLODS OR STONES, ORGANIC MATTER, OR OTHER UNSTABLE MATERIALS.
- LEAKAGE TESTS: UPON COMPLETION OF SEWER LINE CONSTRUCTION, THE SEWER LINE SHALL BE TESTED IN ACCORDANCE WITH THE STATE OF VERMONT SPECIFICATIONS (EPR - CHAPTER 1, APPENDIX "A"). LEAKAGE TESTS FOR GRAVITY SEWERS

PERFORM A PRESSURIZED AIR TEST ON THE GRAVITY LINE IN ACCORDANCE WITH THE VERMONT ENVIRONMENTAL PROTECTION RULES ON EACH SECTION OF THE GRAVITY SEWER. THE ENGINEER SHALL BE GIVEN 72 HOURS NOTICE BEFORE THE TEST IS CONDUCTED. TEST MUST BE WITNESSED BY THE ENGINEER.

PLUG ALL OPENINGS IN THE TEST SECTION. ADD AIR UNTIL THE INTERNAL PRESSURE OF THE LINE IS RAISED TO APPROXIMATELY 4.0 POUNDS/SQUARE INCH (PSI) GREATER THAN THE AVERAGE PRESSURE OF ANY GROUND WATER. AFTER THIS PRESSURE IS REACHED, ALLOW THE PRESSURE TO STABILIZE. THE PRESSURE WILL NORMALLY DROP AS THE AIR TEMPERATURE STABILIZES. THIS USUALLY TAKES 2 TO 5 MINUTES DEPENDING ON THE PIPE SIZE. THE PRESSURE MAY BE REDUCED TO 3.5 PSI BEFORE STARTING THE TEST.

WHEN THE PRESSURE HAS STABILIZED AND IS AT OR ABOVE THE STARTING TEST PRESSURE OF 3.5 PSI ABOVE THE PIPE, START THE TEST. IF THE PRESSURE DROPS MORE THAN 1.0 PSI DURING THE TEST TIME, THE LINE IS PRESUMED TO HAVE FAILED THE TEST. IF A 1.0 PSI DROP DOES NOT OCCUR WITHIN THE TEST TIME, THE LINE HAS PASSED THE TEST. THE TEST TIME SHALL BE DERIVED FROM THE FOLLOWING TABLE. IF THE SECTION OF LINE TO BE TESTED INCLUDES MORE THAN ONE PIPE SIZE, CALCULATE THE TEST TIME FOR EACH SIZE AND ADD THE TEST TIMES TO ARRIVE AT THE TOTAL TEST TIME FOR THE SECTION.

PIPE SIZE (IN)	T (TIME) (MIN./100FT)
3	0.2
4	0.3
6	0.7
8	1.2

- INSTALLATION: PIPE SHALL BE LAID WITH BELL ENDS FACING UPGRADE AND LAYING SHALL START AT THE DOWNGRADE END.
- WATER LINE SEPARATION:
 - HORIZONTAL SEPARATION: SEWERS SHALL BE LAID FLAT AT LEAST TEN FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE.

WHERE IMPOSSIBLE OR IMPRACTICABLE TO MAINTAIN THE TEN FOOT SEWER/WATER PIPE HORIZONTAL SEPARATION, (DUE TO LEDGE, BOULDERS OR OTHER UNUSUAL CONDITIONS) THE WATER LINE MAY BE IN A SEPARATE TRENCH OR ON AN EARTH SHELVE IN THE SEWER TRENCH PROVIDED THAT THE BOTTOM OF THE WATER LINE IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER. WHEREVER IMPOSSIBLE OR IMPRACTICAL TO MAINTAIN THE 18 INCH VERTICAL SEPARATION, THE SEWER LINE SHALL BE CONSTRUCTED USING PRESSURE PIPE TO NORMAL WATER LINE STANDARDS AND PRESSURE TESTED TO 50 PSI FOR 15 MINUTE PRIOR TO BACKFILLING.
 - CROSSINGS: SEWERS CROSSING WATER MAINS SHALL BE LAID BENEATH THE WATER MAIN WITH AT LEAST 18 INCHES VERTICAL CLEARANCE BETWEEN THE OUTSIDE OF THE SEWER AND THE OUTSIDE OF THE WATER MAIN. WHEN IT IS IMPOSSIBLE TO MAINTAIN THE 18 INCH VERTICAL SEPARATION:
 - THE CROSSING SHALL BE ARRANGED SO THAT ONE FULL LENGTH OF SEWER IS CENTERED ABOVE OR BELOW THE WATER LINE WITH SEWER JOINTS AS FAR AWAY AS POSSIBLE FROM WATER JOINTS.
 - THE SEWER PIPE MUST BE CONSTRUCTED TO WATER MAIN STANDARDS FOR A MINIMUM DISTANCE OF 20 FEET EITHER SIDE OF THE CROSSING OR A TOTAL OF THREE PIPE LENGTHS, WHICHEVER IS GREATER.
 - THE SECTION CONSTRUCTED TO WATER MAIN STANDARDS MUST BE PRESSURE TESTED TO MAINTAIN 50 PSI FOR 15 MINUTES WITHOUT LEAKAGE PRIOR TO BACKFILLING BEYOND ONE FOOT ABOVE THE PIPE TO ASSURE WATER TIGHTNESS.
 - WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO PREVENT DAMAGE TO THE WATER MAIN.

- MANHOLES:
 - DIAMETER: THE MINIMUM DIAMETER OF MANHOLES SHALL BE 48 INCHES; LARGE DIAMETERS ARE PREFERRED FOR CONNECTION TO LARGE DIAMETER SEWERS. A MINIMUM ACCESS DIAMETER OF 24 INCHES SHALL BE PROVIDED.
 - FLOW CHANNEL: FLOW CHANNELS SHALL BE PROVIDED IN THE BASE OF ALL MANHOLES AND THE FLOW CHANNEL THROUGH MANHOLES SHOULD BE MADE TO CONFORM IN SHAPE AND SLOPE TO THAT OF THE SEWERS.
 - MANHOLES SHALL BE OF THE PRE-CAST CONCRETE OR POUR-IN PLACE CONCRETE TYPE. MANHOLES SHALL BE WATERPROOFED ON THE EXTERIOR.
 - INLET AND OUTLET PIPES SHALL BE JOINED TO THE MANHOLE WITH A RUBBER-GASKETED FLEXIBLE WATERTIGHT CONNECTION THAT ALLOWS DIFFERENTIAL SETTLEMENT OF THE PIPE AND MANHOLE WALL TO TAKE PLACE.
 - ALL MANHOLES SHALL BE TESTED FOR LEAKAGE. LEAKAGE TESTING OF GRAVITY SEWERS UTILIZING THE WATER TESTING PROCEDURES TAKES INTO ACCOUNT THE LEAKAGE FROM ONE MANHOLE IN THE TEST SECTION. OTHERWISE, MANHOLES SHALL BE TESTED FOR LEAKAGE IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:

AFTER THE MANHOLE HAS BEEN ASSEMBLED IN PLACE, ALL LIFTING HOLES AND EXTERIOR JOINTS SHALL BE FILLED WITH AND POINTED WITH AN APPROVED NON-SHRINKING MORTAR. ALL PIPES AND OTHER OPENINGS INTO THE MANHOLE SHALL BE SUITABLY PLUGGED AND THE PLUGS PLACED TO PREVENT BLOWOUT.

EACH MANHOLE SHALL BE CHECKED FOR INFILTRATION BY FILLING WITH WATER TO THE TOP OF THE CONE SECTION. A STABILIZATION PERIOD OF ONE HOUR SHALL BE PROVIDED TO ALLOW FOR ABSORPTION. AT THE END OF THIS PERIOD, THE MANHOLE SHALL BE REFILLED TO THE TOP OF THE CONE, IF NECESSARY, AND THE MEASURING TIME OF AT LEAST SIX HOURS BEGUN. AT THE END OF THE TEST PERIOD, THE MANHOLE SHALL BE REFILLED TO THE TOP OF THE CONE MEASURING THE VOLUME OF WATER ADDED. THIS AMOUNT SHALL BE CONVERTED TO A 24 HOUR RATE AND THE LEAKAGE DETERMINED ON THE BASIS OF DEPTH. THE LEAKAGE FOR EACH MANHOLE SHALL NOT EXCEED ONE GALLON PER VERTICAL FOOT FOR A 24 HOUR PERIOD. THE LEAKAGE SHALL BE NO VISIBLE INFILTRATION. IF AN AIR TEST IS

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Chkd.	Description	Rev. No.
	1	1

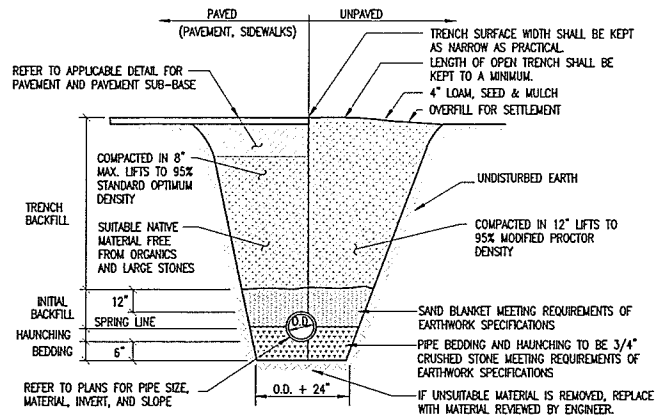
ENGINEERING
VENTURES PC
208 Flyn Avenue, Suite 2A Burlington, VT 05401
85 Main Street, Suite 300A Lebanon, NH 03766
Tel: 603.442.3333 • Fax: 603.442.3331
www.engineeringventures.com

Richardson Properties, LLC
P.O. Box 276
South Hero, VT
05486

Sheet Title: Sewer Details and Notes
Project Title: 435/441 Shelburne Street Multi-Family
Burlington, Vermont

Designed By: PB
Checked By: -
Drawn By: WC
Scale: N.T.S.
Date: August, 2016

C31

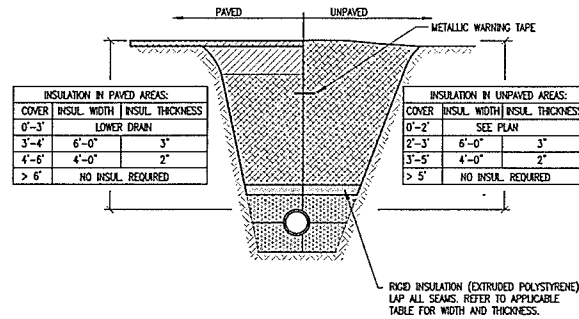


STORM DRAIN TRENCH NOTES

- UNLESS OTHERWISE NOTED, ASSUME CLASS "C" SOILS. PERFORM ALL EXCAVATIONS TO OSHA REQUIREMENTS.
- BEDDING TO PROVIDE A FIRM, STABLE, CONTINUOUS AND UNIFORM SUPPORT FOR THE FULL LENGTH OF PIPE.
- WHEN APPLICABLE, INSTALL PIPE WITH BELL ENDS DOWN SLOPE. PREVENT SEDIMENT FROM ENTERING NEW STORM DRAIN SYSTEM DURING CONSTRUCTION.
- NO MECHANICAL TAMPERS SHALL BE USED DIRECTLY OVER PIPE TO INSURE PIPE IS NOT DAMAGED.
- PROVIDE 6" OF COVER OVER PIPE IN PAVED AREAS AND 5" OF COVER OVER PIPE IN UNPAVED AREAS. REFER TO INSULATION DETAIL FOR AREAS WHERE PROPER COVER CAN NOT BE ACHIEVED.

TYPICAL STORM DRAIN TRENCH DETAIL

SCALE: NONE

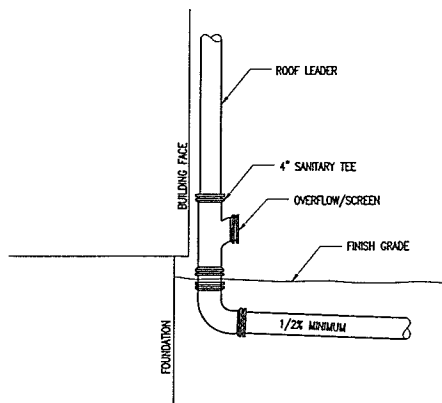


TRENCH NOTES

- REFER TO APPLICABLE TRENCH DETAIL FOR SPECIFIC BACKFILL INFORMATION.

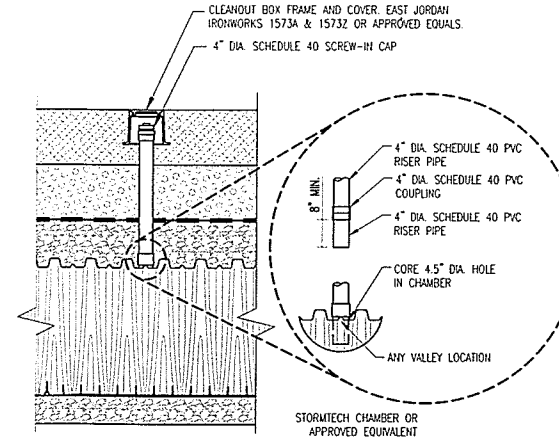
INSULATION OVER SHALLOW DRAIN DETAIL

NOT TO SCALE



DOWN SPOUT AND OVERFLOW DETAIL

SCALE: NONE



NOTES

- INSPECTION PORTS MAY BE CONNECTED THROUGH ANY CHAMBER CORRUGATION VALLEY.
- ALL SCHEDULE 40 FITTINGS TO BE SOLVENT CEMENTED.

INSPECTION PORT DETAIL

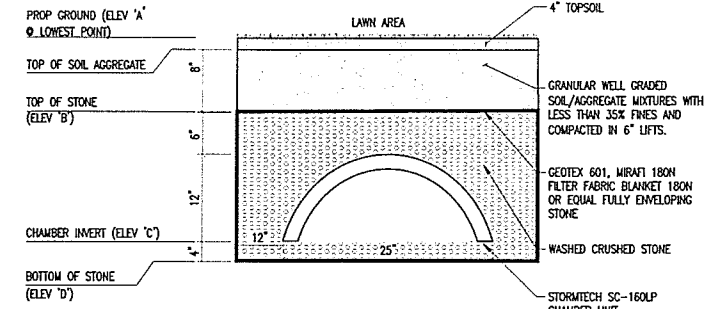
NORTH CHAMBER

A	FINISH GRADE	198.80
B	APPROX. EXIST GRADE	198.80
C	TOP OF STONE	197.00
D	CHAMBER INVERT	195.50
E	BOTTOM OF STONE	195.00

SOUTH CHAMBER

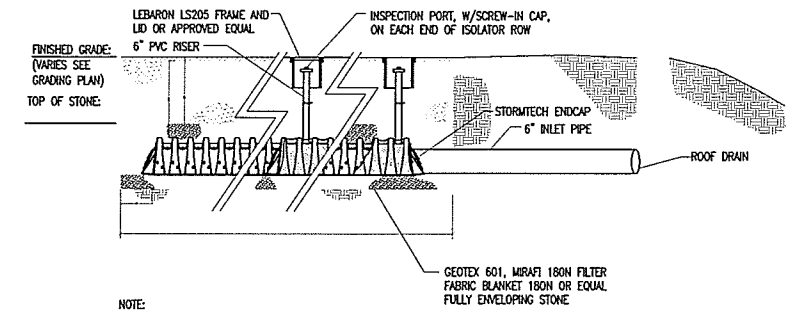
A	FINISH GRADE	199.70
B	APPROX. EXIST GRADE	199.70
C	TOP OF STONE	198.50
D	CHAMBER INVERT	197.00
E	BOTTOM OF STONE	196.50

CHAMBER ELEVATIONS



- THERE SHALL BE A MINIMUM OF 6" OF CRUSHED STONE ABOVE AND ON EITHER SIDE OF EACH CHAMBER ROW.
- THERE SHALL BE A MINIMUM OF 4" OF CRUSHED STONE BELOW EACH CHAMBER ROW.

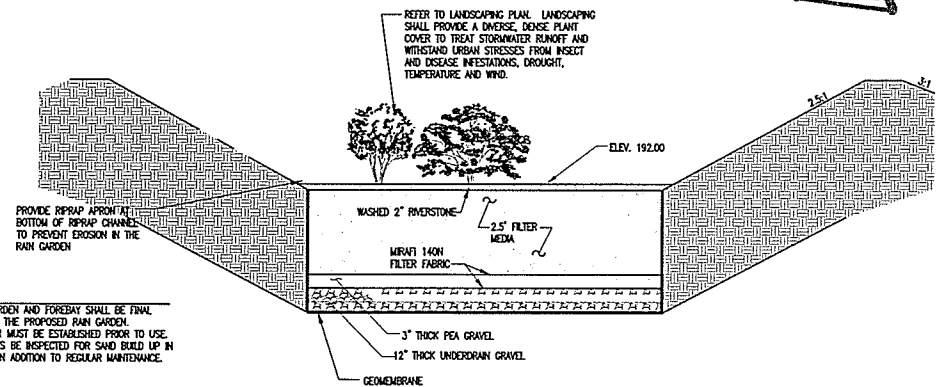
SECTION



NOTE:

- UP-STREAM CONSTRUCTION SHALL BE COMPLETED AND STABILIZED PRIOR TO CONNECTING TO INFILTRATION CHAMBER.

PROFILE



RAIN GARDEN NOTES:

- UPPERMOST AREAS DRAINING TO RAIN GARDEN AND FORESETT SHALL BE FINAL STABILIZED PRIOR TO DIRECTING RUNOFF INTO THE PROPOSED RAIN GARDEN.
- A DENSE AND VIGOROUS VEGETATIVE COVER MUST BE ESTABLISHED PRIOR TO USE.
- PRE-TREATMENT CHAMBERS SHOULD ALWAYS BE INSPECTED FOR SAND BUILD UP IN THE CHAMBER FOLLOWING THE SPRING MELT IN ADDITION TO REGULAR MAINTENANCE.

MATERIALS SPECIFICATIONS:

PARAMETER	SPECIFICATION	PERCENT OF MIXTURE BY VOLUME	SIZE GRADATION OF MATERIAL	NOTES
COMPONENT MATERIAL				
TOPSOIL		20%	1/2"	100
LOWAY SAND		60%	10	65 TO 100
			20	70 TO 100
			60	15 TO 40
			100	8 TO 15
RIVER STONE	2" WASHED, ROUNDED STONE MATERIAL			APPROVED BY LANDSCAPE ARCHITECT.
PEA GRAVEL	ASTM C33-03		NO. 8 (3/8" - #8)	

ENTER MEDIA:

THE SOIL (EXCLUDING WOOD CHIPS) SHOULD BE A UNIFORM MIX, FREE OF STONES, STUMPS, ROOTS OR OTHER SIMILAR OBJECTS LARGER THAN 1/2 INCH. NO OTHER MATERIALS OR SUBSTANCES SHOULD BE MIXED OR DUMPED WITHIN THE BIORETENTION AREA THAT MAY BE HARMFUL TO PLANT GROWTH OR PROVE A HINDRANCE TO THE PLANTING OR MAINTENANCE OPERATIONS. THE FILTER MEDIA SHOULD BE FREE OF NOXIOUS WEEDS. THE FILTER MEDIA SHOULD BE TESTED AND SHOULD MEET THE FOLLOWING CRITERIA:

PH RANGE 5.2 - 7.0
ORGANIC MATTER 1.5 - 4%
NUTRIENT 35 LB./AC
PHOSPHORUS NO MINIMUM
POTASSIUM K20 85 LB./AC
SOLUBLE SALTS NOT TO EXCEED 500 PPM

RAIN GARDEN DETAIL

NOT TO SCALE

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Chid

1

DRE Submittal

08/03/16

ENGINEERING VENTURES PC

208 Flynn Avenue, Suite 2A Burlington, VT 05401

tel. 802.853.6325 • fax 802.853.6306

85 Mechanic Street, Suite 300A, Lebanon, NH 03766

tel. 603.448.2333 • fax 603.448.2331

www.engrventures.com

Client:

Richardson Properties, LLC

P.O. Box 276

South Hero, VT

05486

Sheet Title:

Storm Water Details

Project Title:

435/441 Shelburne Street Multi-Family

Burlington, Vermont

Designed By:

Checked By:

Drawn By:

Scale:

Date:

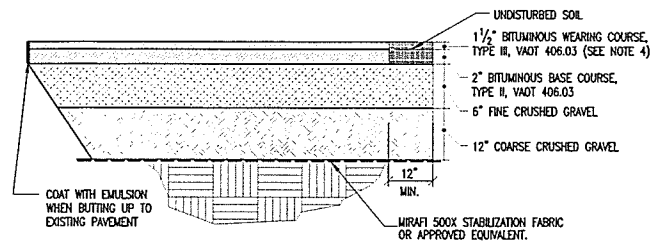
PB

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WC

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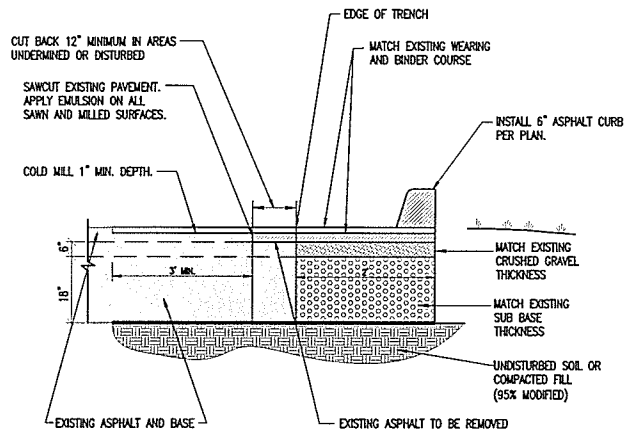
August, 2016



- PAVEMENT PATCHING NOTES:
1. IN ALL PAVEMENT AREAS TO BE PATCHED, SAW CUT AND REMOVE EXISTING PAVEMENT.
 2. EXCAVATE BASE MATERIAL AND SUB-BASE MATERIAL IF INADEQUATE.
 3. COMPACT ALL FILL MATERIAL TO 95% MODIFIED PROCTOR DENSITY.

TYPICAL PAVEMENT DETAIL

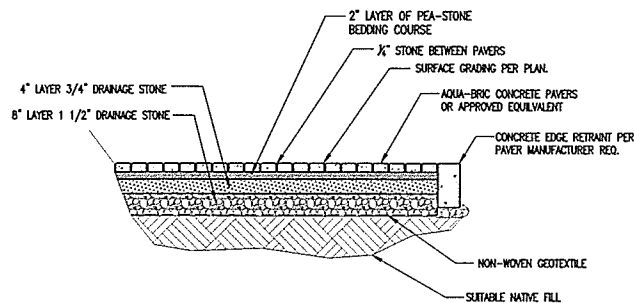
SCALE: NONE



- PAVEMENT PATCHING NOTES:
1. IN ALL PAVEMENT AREAS TO BE PATCHED, SAW CUT AND REMOVE EXISTING PAVEMENT.
 2. EXCAVATE BASE MATERIAL AND SUB-BASE MATERIAL IF INADEQUATE.
 3. COMPACT ALL FILL MATERIAL TO 95% MODIFIED PROCTOR DENSITY.

PAVING PATCH DETAIL

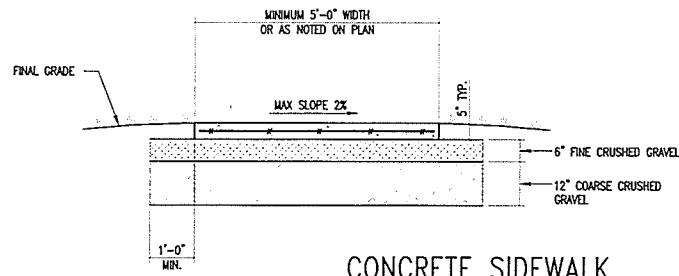
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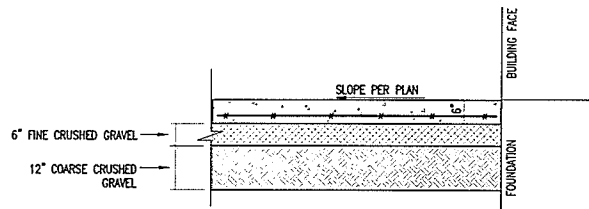
- NOTES:
1. COMPACT SUITABLE NATIVE SOIL TO 90% MAXIMUM DRY DENSITY AS DETERMINED BY MODIFIED PROCTOR TEST.
 2. ALL STONE MATERIALS ARE TO BE APPLIED IN 6\"/>

PERVIOUS PAVER DETAIL

SCALE: NONE



CONCRETE SIDEWALK



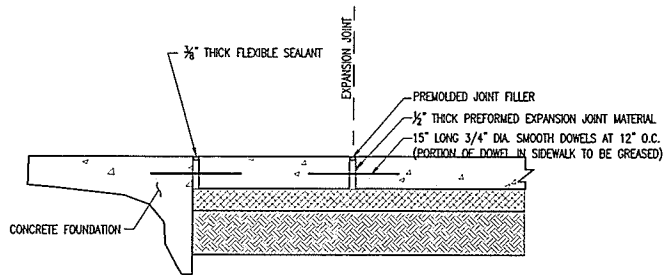
CONCRETE SLAB/PAVEMENT

CONCRETE NOTES:

1. PLACE A TOOLED JOINT 1/8\"/>

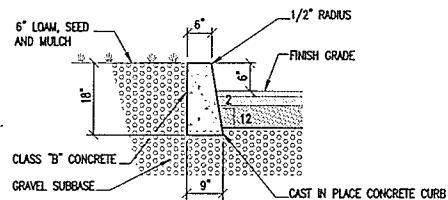
CONCRETE DETAIL

SCALE: NONE



EXPANSION JOINT DETAIL

SCALE: NONE



CONCRETE CURB NOTES:

1. CONSTRUCT CURBS IN 10\"/>

CONCRETE CURB DETAIL

SCALE: NONE

SITE/EARTHWORK SPECIFICATIONS

1. PRIOR TO THE START OF THE WORK, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE CONTRACTOR, OWNER, PROJECT ENGINEER AND A REPRESENTATIVE FOR THE CITY OF BURLINGTON TO REVIEW PROCEDURES AND IDENTIFY RESPONSIBILITIES. THE CITY SHALL BE GIVEN NOTICE AT LEAST 24 HOURS PRIOR TO THE MEETING. UNLESS STATED OTHERWISE, ALL MATERIALS AND METHODS SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE STATE OF VERMONT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. CLEARING AND GRUBBING- ALL TOPSOIL AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM IMPACTED AREAS.
3. COMPACTION SHALL BE PERFORMED USING VIBRATORY ROLLERS AND WATER IN LIFTS OF NO GREATER THAN SIX INCHES. COMPACTION SHALL BE PERFORMED UNTIL THE REQUIRED DENSITY IS ACHIEVED. DENSITY SHALL BE DETERMINED BY AASHTO T238 METHOD AND SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DENSITY FOR PAVED AREAS AND 90 PERCENT OF THE MAXIMUM DENSITY FOR NON PAVED AREAS DETERMINED IN ACCORDANCE WITH AASHTO T99.
4. COMPACTION TESTING SHALL BE PERFORMED FOR EVERY LAYER OF MATERIAL PLACED AND FOR EVERY 1000 SQUARE FEET OF AREA.
5. ALL REMAINING DISTURBED AREAS WITHIN THE RIGHT OF WAY SHALL BE TOPSOILED, FERTILIZED AND SEEDED IN ACCORDANCE WITH THE VERMONT STATE SPECIFICATIONS.
6. THE SEEDING OF SLOPES AND DITCHES SHALL REQUIRE THE USE OF EROSION CONTROL MATTING.

7. COST OF INITIAL INSPECTION AND TESTING SHALL BE PAID BY THE OWNER. SUBSEQUENT TESTING OF MATERIALS NOT PASSING INITIAL INSPECTION, SHALL BE PAID BY THE CONTRACTOR. 8. ALL EARTHWORK MATERIALS SHALL BE OBTAINED FROM APPROVED SOURCES. THEY SHALL CONSIST OF SATISFACTORILY GRADED, FREE DRAINING MATERIAL, REASONABLY FREE FROM LOAM, SILT, CLAY AND ORGANIC MATERIAL. EARTHWORK MATERIALS SHALL MEET THE REQUIREMENTS OF THE FOLLOWING TABLES.

A. SAND BLANKET/BEDDING:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	2 INCHES	100
	1½ INCHES	90 – 100
	½ INCH	70 – 100
	NO. 4	60 – 100
	NO. 100	0 – 20
	NO. 200	0 – 8
B. ¾" CRUSHED STONE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	1 INCH	100
	¾ INCHES	90 – 100
	⅝ INCHES	20 – 55
	No. 4	0 – 10
	No. 8	0 – 5
C. 1-1/2" CRUSHED STONE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	2 INCH	100
	1-1/2 INCH	95 – 100
	3/4 INCHES	35 – 70
	3/8 INCHES	10 – 30
	No. 4	0 – 5
D. NO. 57 STONE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	2 INCH	100
	1-1/2 INCHES	95 – 100
	1 INCH	25 – 60
	1/2 INCHES	0 – 10
	NO. 4	0 – 5
E. GRAVEL SUB-BASE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	NO. 4	20 – 60
	NO. 100	0 – 12
	NO. 200	0 – 6
F. COARSE CRUSHED GRAVEL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	4 INCHES	95 – 100
	NO. 4	25 – 50
	NO. 100	0 – 12
	NO. 200	0 – 6
G. FINE CRUSHED GRAVEL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	2 INCHES	100
	1½ INCHES	90 – 100
	NO. 4	30 – 60
	NO. 100	0 – 12
	NO. 200	0 – 6
H. GRANULAR BACKFILL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	3 INCHES	100
	NO. 4	45 – 75
	NO. 100	0 – 12
	NO. 200	0 – 6

- I. TYPE I STONE FOR STONE FILL THE LONGEST DIMENSION OF THE STONE SHALL VARY FROM 1 INCH TO 12 INCHES, AND AT LEAST 50 PERCENT OF THE VOLUME OF THE STONE IN PLACE SHALL HAVE A LEAST DIMENSION OF FOUR INCHES.
- J. TYPE II STONE FOR STONE FILL THE LONGEST DIMENSION OF THE STONE SHALL VARY FROM TWO INCHES TO 36 INCHES, AND AT LEAST 50 PERCENT OF THE VOLUME OF THE STONE IN PLACE SHALL HAVE A LEAST DIMENSION OF 12 INCHES.

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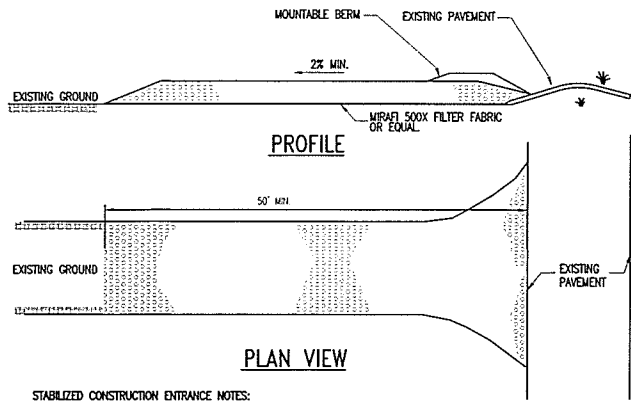
DEPARTMENT OF
 PLANNING & ZONING

Site Details and Notes

Project Title:
 435/441 Shelburne Street Multi-Family
 Burlington, Vermont

Designed By: PB
 Checked By: -
 Drawn By: WC
 Scale: N.T.S.
 Date: August, 2016

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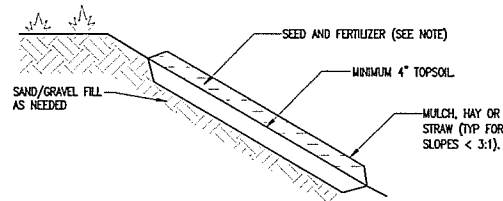


STABILIZED CONSTRUCTION ENTRANCE NOTES:

1. STONE SIZE: USE 1-1/2" CRUSHED STONE.
2. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCE SHALL BE PIPED ACROSS THE ENTRANCE.
3. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. REPAIR AND/OR CLEANOUT ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC RIGHT-OF-WAYS MUST BE REMOVED IMMEDIATELY.
4. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.
5. WHEELS SHALL BE CLEANED TO REMOVE MUD PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.

CONSTRUCTION ENTRANCE DETAIL

SCALE: NONE

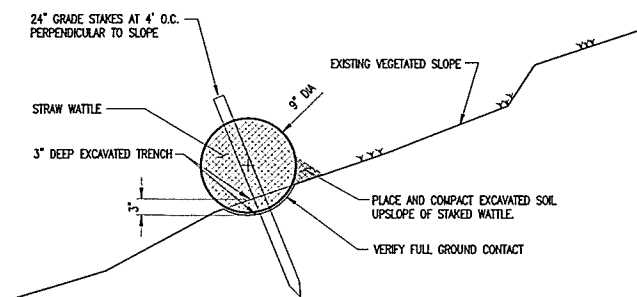


NOTES FOR SEEDING AND MULCHED AREAS

1. ALL DISTURBED SURFACES SHALL BE TEMPORARILY OR PERMANENTLY SEEDING AND MULCHED WITHIN 7 DAYS OF DISTURBANCE.
2. SEEDING AND MULCHING OF DISTURBED AREAS SHALL TAKE PLACE WITHIN 48 HOURS OF FINAL GRADING.
3. MULCH: TYPICALLY HAY OR STRAW MAY BE UTILIZED AND SHALL BE APPLIED AT A RATE OF 90-100 LBS/1,000 SF. MULCH SHALL NOT BE PLACED ON SLOPES OF GREATER THAN 3:1. EROSION CONTROL MATTING SHALL BE USED IN ITS PLACE.
4. SEED: SEEDING SHALL OCCUR AFTER APRIL 15 AND PRIOR TO SEPTEMBER 15TH IN ORDER TO ESTABLISH A STAND OF GRASS PRIOR TO GROUND FREEZING. SEED SHALL BE IN ACCORDANCE WITH SECTION 32 9200.
5. COVER SEED WITH 1/4" SOIL UNLESS A HYDROSEEDER IS USED.
6. MULCH ANCHORING: SHALL BE ACCOMPLISHED BY DEGRADABLE MULCH NETTING OR MATTING. USE WHEN SLOPES ARE GREATER THAN 10%.
7. TOPSOIL AND MULCHING NOT TO BE APPLIED IN AREAS OF TRAVEL WAYS.
8. REFER TO LANDSCAPE PLANS FOR TOPSOIL AND PERMANENT SEEDING INFORMATION.

SEEDING AND MULCHED AREAS DETAIL

SCALE: NONE

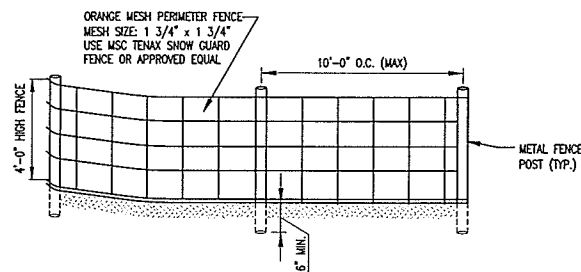


NOTES:

1. STRAW WATTLE PRODUCT TO BE NORTH AMERICAN GREEN SEDMAX-SW99 OR APPROVED EQUIVALENT.
2. WATTLES TO BE 9" DIAMETER AND CONSIST OF AGRICULTURAL STRAW WRAPPED IN BIODEGRADABLE, ORGANIC JUTE NET.
3. INSTALL PER MANUFACTURER'S RECOMMENDATION.

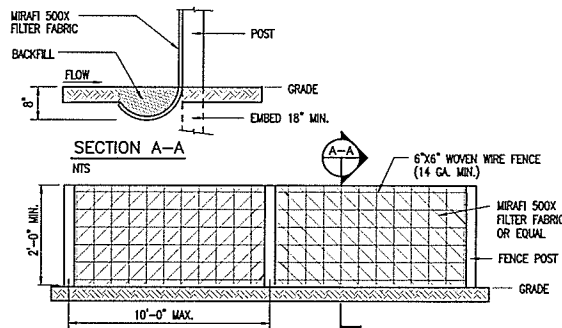
STRAW WATTLE DETAIL

SCALE: NONE



ORANGE CONSTRUCTION FENCE DETAIL

SCALE: NONE



SILT FENCE NOTES:

1. SILT FENCE SHALL BE PRE-FABRICATED EROSION CONTROL FENCE BY MIRAFL OR EQUAL, OR CONSTRUCTED IN PLACE AS SPECIFIED HEREIN.
2. CONSTRUCTED IN PLACE SILT FENCE:
 - A. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
 - B. FILTER FABRIC TO BE FASTENED SECURELY TO WOVEN WIRE FENCE TIES SPACED EVERY 24" AT TOP OF MID SECTION.
 - C. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY 6", FOLDED AND STAPLED.
3. INSPECTION SHALL BE FREQUENT (MINIMUM ONCE A WEEK AND AFTER EVERY RAINFALL). MAINTENANCE SHALL BE PERFORMED AS NEEDED, AND SEDIMENT REMOVED WHEN "BULGES" DEVELOP IN SILT FENCE.
4. WOVEN WIRE FENCE REINFORCEMENT IS REQUIRED BY THE VT CONSTRUCTION GENERAL PERMIT WHEN SILT FENCE IS PLACED WITHIN 100 FEET UPSLOPE OF RECEIVING WATERS.

SILT FENCE DETAIL

SCALE: NONE

EPSC NOTES

1. PRIOR TO THE START OF WORK, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE CONTRACTOR, OWNER, PROJECT ENGINEER AND TOWN DPW TO REVIEW PROCEDURES AND IDENTIFY RESPONSIBILITIES. 4 WEEKS NOTICE SHALL BE GIVEN TO THE CITY PRIOR TO START OF CONSTRUCTION. UNLESS STATED OTHERWISE STATED, ALL MATERIALS AND METHODS SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE VTTRANS SPECIFICATIONS.
2. ALL REMAINING DISTURBED AREAS SHALL BE FERTILIZED AND SEEDING IN ACCORDANCE WITH APPLICABLE STATE SPECIFICATIONS FOR EROSION CONTROL.
3. THE SEEDING OF 10% OR GREATER SLOPES SHALL REQUIRE THE USE OF EROSION CONTROL MATTING.
4. ALL EARTHWORK MATERIALS SHALL BE OBTAINED FROM APPROVED SOURCES. THEY SHALL CONSIST OF SATISFACTORILY GRADED, FREE DRAINING MATERIAL, REASONABLY FREE FROM LOAM, SILT, CLAY AND ORGANIC MATERIAL. EARTHWORK MATERIALS SHALL MEET THE REQUIREMENTS OF THE FOLLOWING TABLES:

WINTER EROSION CONTROL NOTES

WINTER CONSTRUCTION PROCEDURES

1. DURING WINTER CONSTRUCTION, INSPECTIONS BY THE ON-SITE PLAN COORDINATOR SHALL OCCUR DAILY WHEN AREAS ARE UN-STABLE, AND WEEKLY PRIOR TO ANY FORECASTED RAIN, THAW OR SPRING MELT WHEN TEMPORARY STABILIZATION IS IN PLACE.
2. IN AREAS TO BE STABILIZED BY VEGETATION, ALL SEEDING MUST BE COMPLETED BY SEPTEMBER 15 TO ALLOW GROWTH TO OCCUR PRIOR TO THE GROUND FREEZING. STABILIZATION OF ALL OTHER DISTURBED AREAS SHALL BE COMPLETED BY OCTOBER 15.
3. ENLARGED ACCESS POINTS, STABILIZED TO PROVIDE FOR SNOW STOCKPILING SHALL BE INSTALLED.
4. LIMITS OF DISTURBANCE SHALL BE MOVED OR REPLACED TO REFLECT BOUNDARY OF WINTER WORK.
5. SNOW WILL NOT BE PILED WITHIN 25 FEET OF PERIMETER CONTROLS (SUCH AS SILT FENCE) TO ALLOW FOR CLEARING AND MAINTENANCE. SNOW IS TO BE REMOVED FROM ALL STRUCTURAL EROSION PREVENTION AND SEDIMENTATION CONTROL MEASURES FOLLOWING EACH SIGNIFICANT SNOWFALL. NO SNOW STORAGE UP-GRADE OF DISTURBANCE. NO SNOW DISPOSAL IN SEDIMENT PONDS/BASINS. IF NECESSARY, SNOW/ICE MUST BE REMOVED PRIOR TO STABILIZATION OF DISTURBED AREAS. ACCESS POINTS SHALL BE ENLARGED AND STABILIZED TO ALLOW FOR SNOW STOCKPILING.
6. IN AREAS OF DISTURBANCE WITHIN 100 FT OF A RECEIVING WATER, SILT FENCE SHALL BE REINFORCED OR ELSE REPLACED WITH PERIMETER DIKES, SWALES OR OTHER PRACTICES RESISTANT TO THE FORCES OF SNOW LOADS.
7. DRAINAGE STRUCTURES SHALL BE KEPT OPEN AND FREE OF SNOW AND ICE DAMS.
8. ALL EROSION PREVENTION AND SEDIMENT CONTROL MEASURES ARE TO BE IN PLACE BY OCTOBER 15, OR IF NOT POSSIBLE, THEN PRIOR TO GROUND FREEZE.
9. MULCH IS TO BE APPLIED AT THE END OF EACH WORKDAY TO ALL EXPOSED AREAS THAT HAVE NOT YET REACHED FINAL GRADE AT TWICE THE RATE INDICATED IN THE SEEDING AND MULCHING DETAIL FOR THE REGULAR CONSTRUCTION SEASON. MULCH SHALL BE TRACKED IN OR STABILIZED WITH NETTING.
10. TO ENSURE COVER OF DISTURBED SOIL IN ADVANCE OF A MELT EVENT, AREAS OF DISTURBED SOIL MUST BE STABILIZED AT THE END OF EACH WORK DAY, WITH THE FOLLOWING EXCEPTIONS:
 - A) IF NO PRECIPITATION WITHIN 24 HOURS IS FORECAST AND WORK WILL RESUME IN THE SAME DISTURBED AREA WITHIN 24 HOURS, DAILY STABILIZATION IS NOT NECESSARY.
 - B) DISTURBED AREAS THAT COLLECT AND RETAIN RUNOFF, SUCH AS HOUSE FOUNDATIONS OR OPEN UTILITY TRENCHES.
11. SNOW AND ICE SHALL BE REMOVED TO LESS THAN 1" THICKNESS PRIOR TO STABILIZATION.
12. STONE STABILIZATION, 10 TO 20 FT WIDE IN AREAS SUCH AS THE PERIMETER OF BUILDINGS UNDER CONSTRUCTION WHERE CONSTRUCTION VEHICLE TRAFFIC IS ANTICIPATED SHALL BE INSTALLED.

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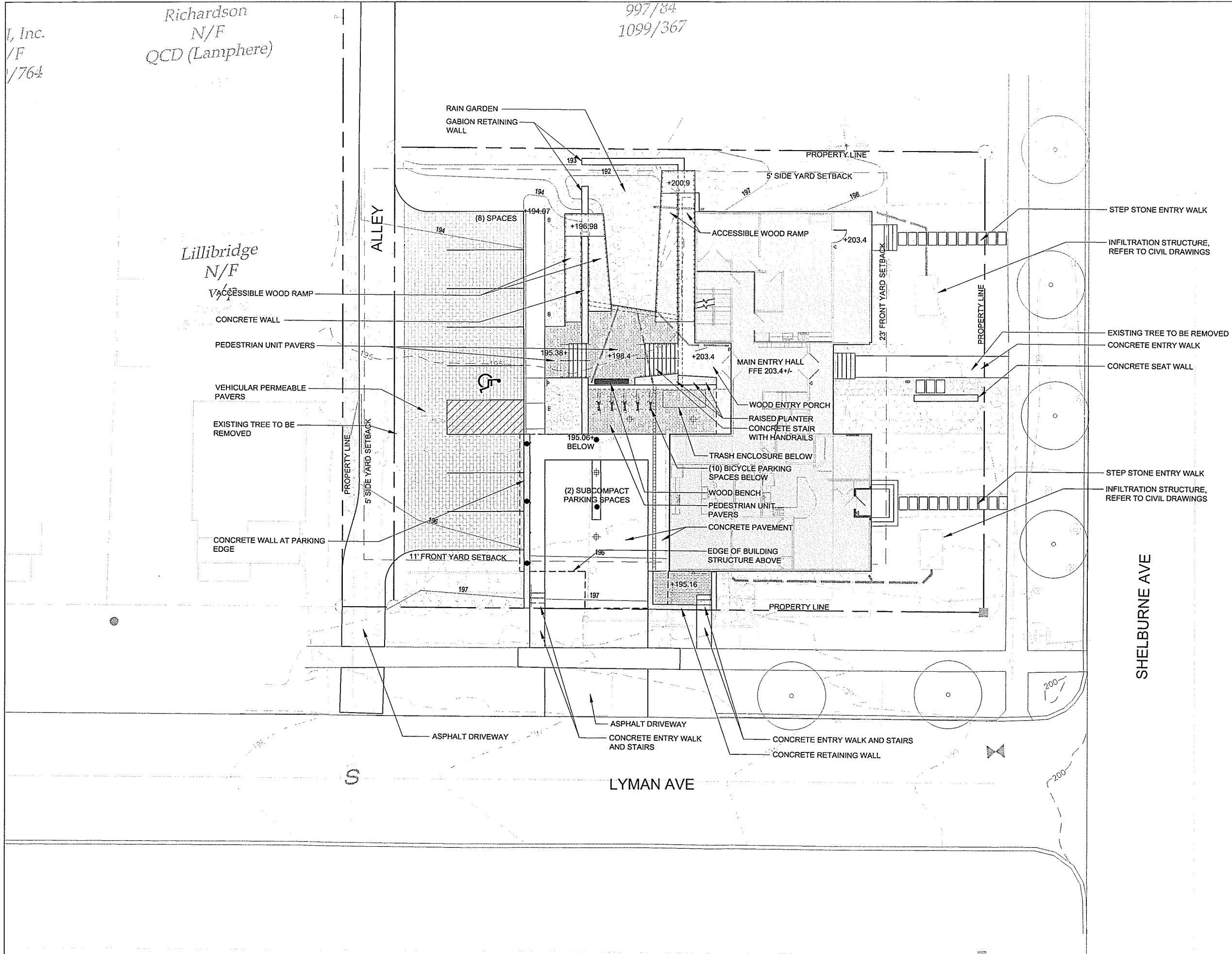
DEPARTMENT OF
PLANNING & ZONING

Richardson Properties, LLC
P.O. Box 276
South Hero, VT
05486

Sheet Title: Erosion Prevention and Sediment Control Details and Notes
Project Title: 435/441 Shelburne Street Multi-Family
Burlington, Vermont

Designed By: PB
Checked By: -
Drawn By: WC
Scale: N.T.S.
Date: August, 2016

C3.4



SE GROUP
Landscape Architects and Planners
131 Church Street
Burlington, VT 05401
tel: 802.862.0098
fax: 802.865.2440
www.segroup.com

**RICHARDSON
MULTIFAMILY
HOUSING**
435-441 Shelburne
Burlington, VT

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PERMIT PLANS
NOT FOR CONSTRUCTION

0 5' 10' 20'

Graphic Scale

North

Scale: 1"=10'-0"

Date: August 3, 2016

Drawn By: TH

Checked By: AP

Issues:

No.	Description	Date

Title

**SITE MATERIALS
PLAN**

Sheet Number:

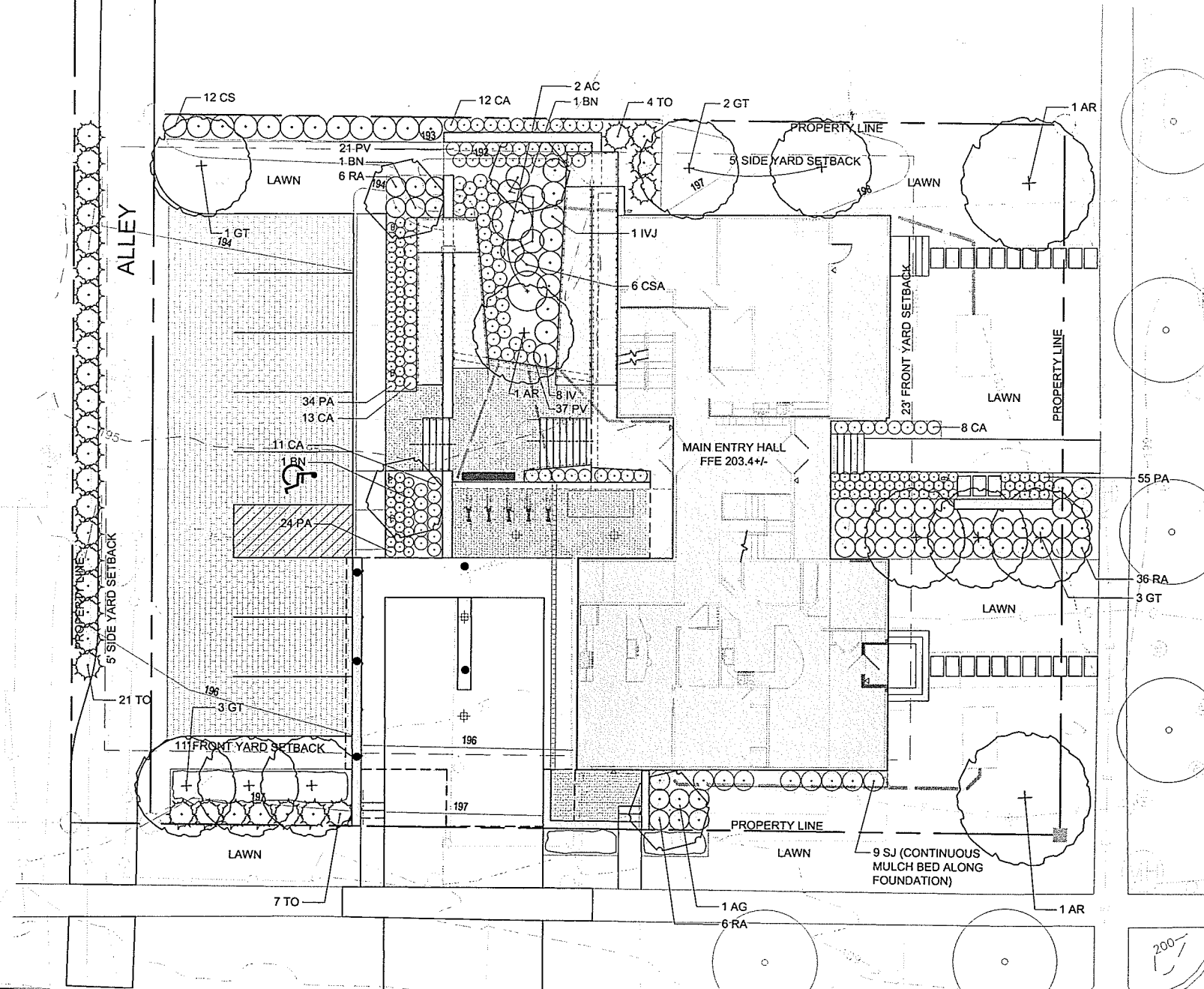
LA-100

Project Number: 1605001
File: LA-100 Site Materials Plan.dwg

Richardson
N/F
QCD (Lamphere)

Lillibridge
N/F
v/p

997/84
1099/367



SHELburnE AVE

LYMAN AVE

KEY	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES:					
AC	Amelanchier canadensis	Shadblow Serviceberry	2	8-10' Ht.	B&B, Multi-Stem
AG	Amelanchier grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	1	2"-2.5" cal.	B&B, Single-Stem
AR	Acer rubrum 'Red Sunset'	Red Sunset Maple	3	2.5"-3" cal.	B&B
BN	Betula nigra 'Heritage'	Heritage River Birch	3	2"-2.5" cal.	B&B, Single-Stem
GT	Gleditsia triacanthos 'Inermis'	Honeylocust	9	2.5"-3" cal.	B&B
TO	Thuja occidentalis	Eastern White Cedar	32	7-8' Ht.	B&B
SHRUBS:					
CSA	Comus sericea 'Arctic Fire'	Arctic Fire Dogwood	6	3'-4' Ht.	Cont, Plant 48" o.d.
CS	Comus sericea 'Bailey'	Bailey's Redosier Dogwood	12	3'-4' Ht.	Cont, Plant 48" o.d.
IV	Ilex verticillata 'Red Sprite'	Winterberry	8	3'-4' Ht.	Cont, Plant 48" o.d.
IV	Ilex verticillata 'Jim Dandy'	Winterberry	1	3'-4' Ht.	Cont, Plant 48" o.d.
RA	Rhus aromatica 'Gro Low'	Gro Low Sumac	48	18"-24" Ht.	Cont.
SJ	Spiraea japonica 'Shibori'	Shibori Spiraea	9	24"-30" Ht.	Cont.
GRASSES:					
CA	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Grass	62	1 Gal.	Cont.
PA	Pennisetum alopecuroides 'Hamel'	Hamel Fountain Grass	113	1 Gal.	Cont.
PV	Panicum virgatum	Switchgrass	58	1 Gal.	Cont.

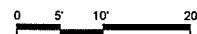
RICHARDSON
MULTIFAMILY
HOUSING

435-441 Shelburne
Burlington, VT

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PERMIT PLANS
NOT FOR CONSTRUCTION

North

Scale: 1"=10'-0"

Date: August 3, 2016

Drawn By: TH

Checked By: AP

Issues:

[illegible]

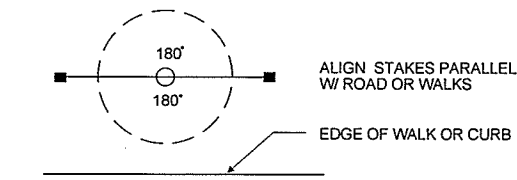
Title

PLANTING PLAN

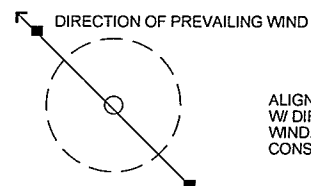
Sheet Number:

LA-400

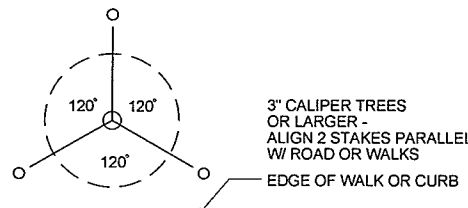
Project Number: 1605001
File: LA-400 Landscape Plan.dwg



A. TREE STAKING ALONG ROAD OR WALKS



B. TREE STAKING IN OPEN SPACES



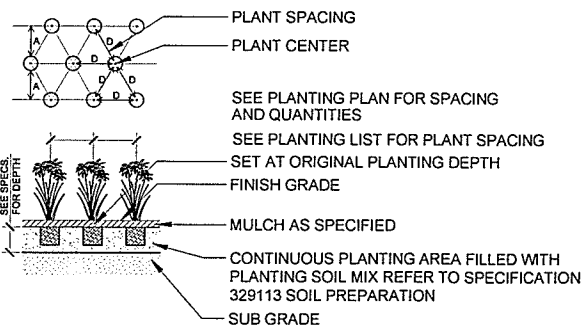
C. TREE GUYING

E TREE STAKING LAYOUT
NO SCALE

p-stake.dwg

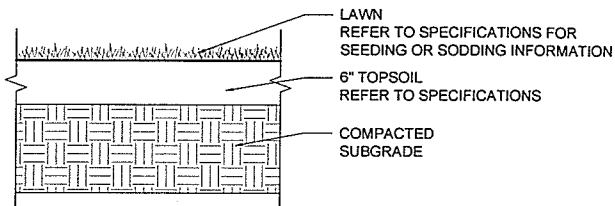
SPACING "D"	ROW "A"	NUMBER OF PLANTS/SQ. FT.
36" O.C.	31.20"	0.125
30" O.C.	26.00"	0.180
24" O.C.	20.76"	0.281
12" O.C.	10.44"	1.125
10" O.C.	8.64"	1.660
8" O.C.	6.96"	2.600
6" O.C.	5.16"	4.610

NOTE:
1. PLANT QUANTITIES DETERMINED BY MULTIPLYING AREA (SQ. FT.) BY NUMBER OF PLANTS/SQ. FT. FOR REQUIRED SPACING.
2. CONTINUOUS PLANTING PITS FILLED WITH PLANTING MIX PER THE DEPTH AS NOTED IN THE SPECIFICATIONS IS REQUIRED.



C PERENNIAL PLANTING
SCALE: 1/2" = 1'-0"

p-perennial.dwg



D LAWN
SCALE 1" = 1'-0"

p-lawn.dwg

NOTE: EXAMINE ENTIRE TREE AND REMOVE ALL NURSERY TAGS, ROPE, STRING, OR SURVEYORS TAPE TO PREVENT FUTURE GIRDLING.

SURROUNDING SOIL SHOULD NOT EXCEED 80% COMPACTION, DRAINAGE WILL BE REQUIRED IF COMPACTED SOILS ARE PRESENT

NYLON STRAP WITH 3/4" GROMMETS, REFER TO SPECIFICATIONS

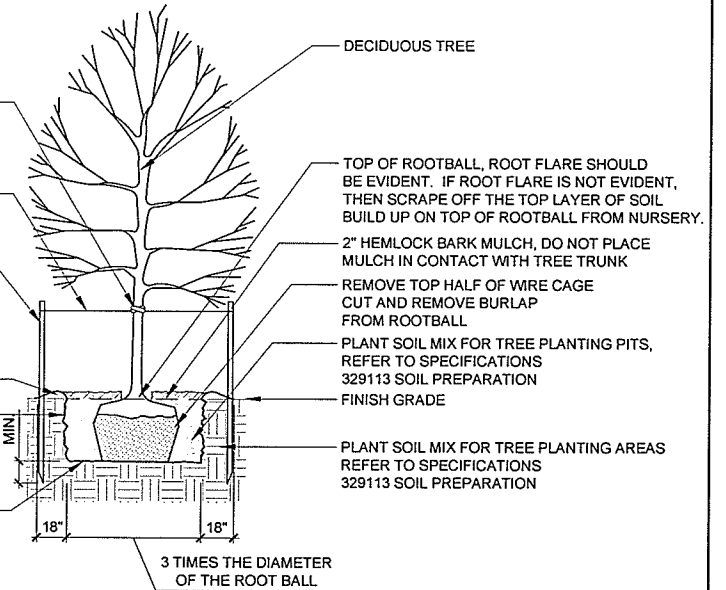
FASTEN WIRE BELOW POINT OF MAJOR BRANCHING OR TO MAJOR OUTSIDE TRUNK.

2 1/2" HARDWOOD STAKES. ALIGN STAKES PARALLEL W/ ROAD/ WALKS OR PARALLEL W/ DIRECTION OF PREVAILING WIND, REFER TO TREE STAKING DETAIL

TEMPORARY WATERING BASIN

BREAK APART EDGE OF EXCAVATION W/ SHOVEL AND BLEND PLANT SOIL MIX W/ EXISTING SOIL TO PROVIDE TRANSITION TO UNDISTURBED GRADE

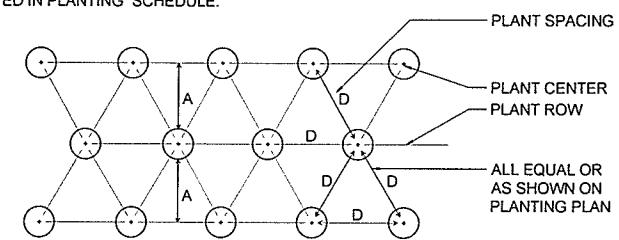
UNDISTURBED GRADE
EXCAVATE ONLY TO SPECIFIED PLANTING DEPTH TO ENSURE STABLE BASE



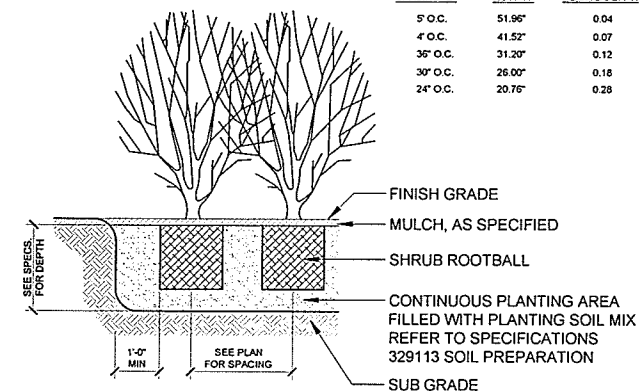
A TREE PLANTING
SCALE 1/4" = 1'-0"

p-decidtree.dwg

NOTE: QUANTITY OF SHRUBS AND SPACING AS NOTED IN PLANTING SCHEDULE.



SPACING "D"	ROW "A"	NUMBER OF PLANTS/SQ. FT.
9" O.C.	51.96"	0.04
4" O.C.	41.52"	0.07
36" O.C.	31.20"	0.12
30" O.C.	26.00"	0.18
24" O.C.	20.76"	0.28



B SHRUB PLANTING
SCALE: 1/2" = 1'-0"

No.	Description	D

KLVR 10/KLVR 17
ELR 10/ELR 17
ELR 15/ELR 16

KLVR 10/KLVR 17
ELR 10/ELR 16
ELR 16/ELR 17

Ⓑ

A

Alternative, high-performance, non-volumetric LED displays by M. Available for mounting heights up to 17.5" and resolutions 10M (high brightness mode), 100,000-hour LED lifespan, 3-year warranty.

Color: Brown Width: 20.0" Height: 17.5"

1999
BOOK
ON CR
TACON
WZ
71 MAY

1 2 3 4 5 6 7 8 9 10 11 12
 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039

Emulsion Symmetric Asymmetric (AS 74) Asymmetric (AS 14/20)

180' dia. 42mm

140' dia. 42mm

120' dia. 36mm

100' dia. 36mm

NEED ADDITIONAL INFORMATION?

- Skewed Designs
- Overlaid Structures Deck
- Power Slips/Slabs

Don't miss the opportunity to see the new

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Ⓓ

©

FIXTURE SCHEDULE

- Fixture A (Bollard Light)**
 Manufacturer: Landscape Forms
 Fixture: Multiplicity Path Light- 440L4 (6 LEDs)
 Configuration: Type 4
 Optics: ---
 Lamp: 7.8watt LED - 3,000K
 Milliamps: 350mA
 Lens: Flat Lens - FGL
 Color: Anodized Cast Aluminum
 Options: ---
 Pole: Embedded
- Fixture B (Landscape Wall Light)**
 Manufacturer: Kim Lighting
 Fixture: Steplight- Path Light- EL807
 Configuration: Rectangular
 Optics: ---
 Lamp: 5.3watt LED - 3,500K
 Milliamps: 350mA
 Lens: Flat Lens - FGL
 Color: Black
 Options: Recessed Wall Light, 1'-1/2" Mounting Height
- Fixture C (Handrail Light)**
 Manufacturer: Cole Lighting
 Fixture: LR5 1.9 GPI-LED Symmetrical
 Optics: ---
 Wattage: 2.5watt LED - 3,000K
 Color: Stainless Steel
 Options: Underhandrail Mounted
- Fixture D (Under Building Parking Light)**
 Manufacturer: Rab
 Fixture: VANLED10N
 Optics: ---
 Wattage: 13 Watt - 4,000K
 Color: Bronze
 Options: Ceiling Mounted Fixture +/- 7' Mounting Height
- Fixture E (Building Entry Light)**
 Manufacturer: Rab
 Fixture: Entra Wall Pack - ENTRA12N
 Optics: ---
 Wattage: 12watt
 Color: Bronze
 Options: Wall Sconce +/- 7' Mounting Height

ISO-CONTOUR KEY

ISO-CONTOUR	FOOTCANDLE VALUE
—	1.00
—	0.50
—	0.25

STATISTICAL AREA SUMMARY

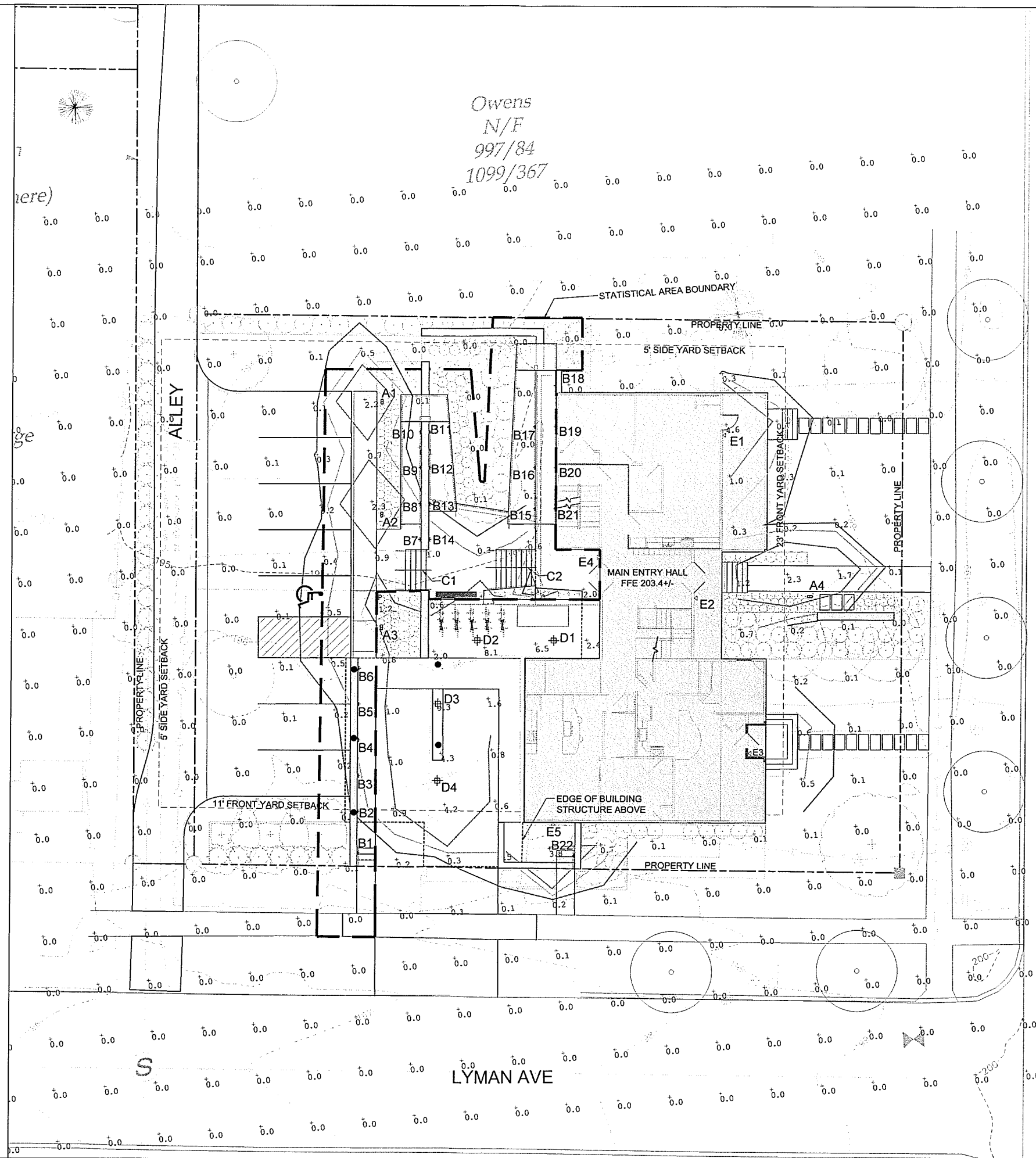
PARKING LOT AREA

Parking Area Lighting is not included in the project due to adjacent neighboring properties and overflow light from the walkway/entry plaza lighting (refer to Walkway Area Summary below).

WALKWAY AREA:

AVERAGE = 0.56 fc
 MAXIMUM = 2.3 fc
 MINIMUM = 0.0 fc
 AVG/MIN RATIO = 0.00 fc
 MAX/ MIN RATIO = 4.10 fc

Disclaimer: This analysis was calculated in accordance with published IES calculation methods and procedures with the data as entered by the user. This analysis is based on tested IES photometric data, light loss factors as defined in the LLF value. This analysis is a mathematical model of real life situations, and it can be only as accurate as the model itself. Calculated values may vary from actual measurements in certain situations. SE Group is not responsible for light output deviations due to lamp/ballast combinations or other variables.



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DEPARTMENT OF
PLANNING & ZONING

Richardson Multifamily Parking Management Plan

Submitted by: Mitchel Richardson

PO Box 276

South Hero, Vermont 05486

8/3/2016

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AUG 03 2016

Project Summary:

DEPARTMENT OF
PLANNING & ZONING

This plan has been compiled by Mitchel Richardson, with the assistance of Struktur, pllc. The project is located at 435-441 Shelburne Road at the corner of Lyman Avenue and Shelburne Road. Our proposal is to convert an existing 12 Bedroom Rooming House and 2-Person Duplex to a 10-Unit Multi-Family Residential Apartment Building.

This information is being provided to support our proposal to adaptively reuse this structure for residential apartments. Conversion takes place within the existing building footprint and two inclusionary housing units will be provided. The apartment mix includes one 3-bedroom unit, seven 1-bedroom units, one studio unit, and one 2-bedroom unit. The 2-bedroom unit located in the basement level is excluded from the scope of this project but is included in the density and parking calculations.

This site is located in the RM District and Neighborhood Parking District. Section 8.1.15 of the City of Burlington Comprehensive Development Ordinance states that the number of parking spaces may be reduced to the extent that the applicant can demonstrate that the proposed development can be adequately served by a more efficient approach that more effectively satisfies the intent of Article 8 and the goals of the municipal development plan to reduce dependence on the single-passenger automobile and amount of impervious surface for parking. The maximum allowable parking waiver reduction is 50%. We propose to provide 10 new parking spaces onsite, equal to a 50% parking waiver for the residences.

The existing site exceeds the allowable coverage allowance of 48% and it is our objective to design this site into compliancy while providing parking that meets the needs of this residence. Please see supporting information below for why we believe our proposal is valid and request for a waiver that can be feasibly granted.

8.1.15 (a) Calculation of parking spaces required pursuant to Table 8.1-8.1:

Base requirement for residential use, multi-unit attached dwelling units, studio units or 1-bedroom unit is 2 spaces per unit. Pursuant to this classification 20 parking spaces are required for 10 dwelling units.

8.1.15 (b) Narrative that outlines how the proposed parking management plan addresses the specific needs of the proposed development, and more effectively satisfies the intent of the Zoning Ordinance Article 8 and the goals of the Municipal Development Plan:

Our proposal meets the intent of Article 8 of the Zoning Ordinance by ensuring there is adequate parking to serve the use of this project. This project is located on several major bus lines and is walkable distance to downtown and a supermarket district. We propose 1 parking space per unit equal to 10 total.

According to information compiled by the U.S. government Bureau of Transportation, in 2008 Americans owned 137,079,843 passenger cars or a little less than one car for every two people. The majority of the proposed units are 1-bedroom or smaller and these units would rarely

house more than 2 adults, more likely 1 adult based on the size. We have proposed parking facilities that are designed to promote vehicular and pedestrian safety and support reduced congestion in the streets. This plan supports reduced vehicle emissions, usable green space, and a reduction in paved areas leading to less stormwater run-off. This plan outlines public transportation options, community connectivity and encourages alternate modes of travel that will reduce dependence on the single-user automobile.

8.1.15 (c) Analysis of the anticipated parking demand for the proposed development:

This Parking Management Plan proposes to reduce onsite parking by 50% for a total of 10 onsite spaces, based on the specific needs and projected demographics of our proposed development. We request that 10 of the 20 required parking spaces be waived supported by the following information:

8.1.15 (c1) Proposed Number of Employees, Customers, Visitors:

This residential reuse project will have no employees, clients, shifts or deliveries outside of what is customary for a residential development such as mail, takeout food orders, etc.

8.1.15 (c2) Anticipated parking demand by time of day/use:

A survey conducted several years ago at the Champlain Housing Trust revealed that their tenants own .7 cars per unit. CHT's 33 unit building on North Ave has a 33 spot parking lot which is quoted to be very underused.

8.1.15 (c4) Availability and frequency of public transit service within a distance of 800 feet.

There are three bus stops within 800 feet of our project. On the southbound side of Shelburne Road CCTA lines 6 and 18 are a distance of 315 feet distance from our building and Line 46 is 430 feet. Across the street (northbound) are CCTA lines 6, 18, and 46 at a distance of 750 feet from the building. The bus stop in front of Price Chopper and Shaws serves 9 different lines is .2 miles from our building (see attached neighborhood connectivity map).

8.1.15 (c5) Reduction in vehicle ownership in connection with housing occupancy or type:

Our project includes one small studio apartment (330 sf), seven 1-bedroom apartments ranging in size from 530 to 800 square feet, one 2-bedroom apartment (existing 500 sf), and one 3-bedroom apartment (1420 sf). The size of the units will limit the amount of occupants.

Two units are inclusionary and statistically lower income residents, especially in town on the bus line, tend to own fewer cars.

8.1.15 (d) Strategies the applicant will use to reduce or manage the demand for parking:

Walking: The project site is approximately 1.5 miles from Burlington's downtown district and ¼ mile from 2 shopping centers where many shopping needs can be met (groceries, pharmacy, clothing, coffee shop, restaurants).

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Biking: The project site is located 1 mile from the Burlington Bike Path and ½ mile from the South Burlington Bike Path. We are providing two free bike storage spaces per occupant, one interior and one exterior.

Carshare: Car-sharing encourages people to drive less. According to statistics noted on the Carshare Vermont website: *"Because car-sharing helps people become less car dependent, it leads to a major dip in vehicle ownership. More than 75% of CarShare Vermont members belong to zero or one-vehicle households"*.

There are three Carshare VT locations within walking distance of the site. The closest vehicle location is at the Switchback Brewery on Flynn Avenue, about ½ mile and 10 minute walk from the site. There are also vehicle locations on Lakeside Avenue (.9 miles) and at South Park on Locust Street (.8 miles). A single user carshare membership will be included in the rental agreement for each dwelling unit.

We trust that the proposed parking will adequately meet the needs of this project. This site is well-connected to public transportation, at walking distance to basic services and one mile to numerous bikepaths and three carshare locations. In addition, residents will have access to a carshare account, and two bike parking spaces at no additional charge (see attached neighborhood connectivity map).

This project is a gateway to the city with its prominent location to south end neighborhoods and proximity to downtown Burlington. We believe that site design should support this mission by maximizing green space and reducing the amount of impervious surface for parking. While parking areas should be designed to meet the technical requirements of vehicle movement they should also consider landscaping, outdoor usable space for residents, streetscape, pedestrian safety, and stormwater run-off. We believe the amount of parking proposed for this project is adequate to support the needs of future residents. By limiting the amount of area required for parking we are able to offer usable outdoor space back to the residents.

As MIT Professor Eran Ben-Joseph points out in his book, *Rethinking A Lot*:

"A successful parking lot is one that integrates its site conditions and context, takes measures to mitigate its impacts on the environment, and gives consideration to aesthetics as well as the driver-parker experience".

AUG 03 2016

BUS STOPS

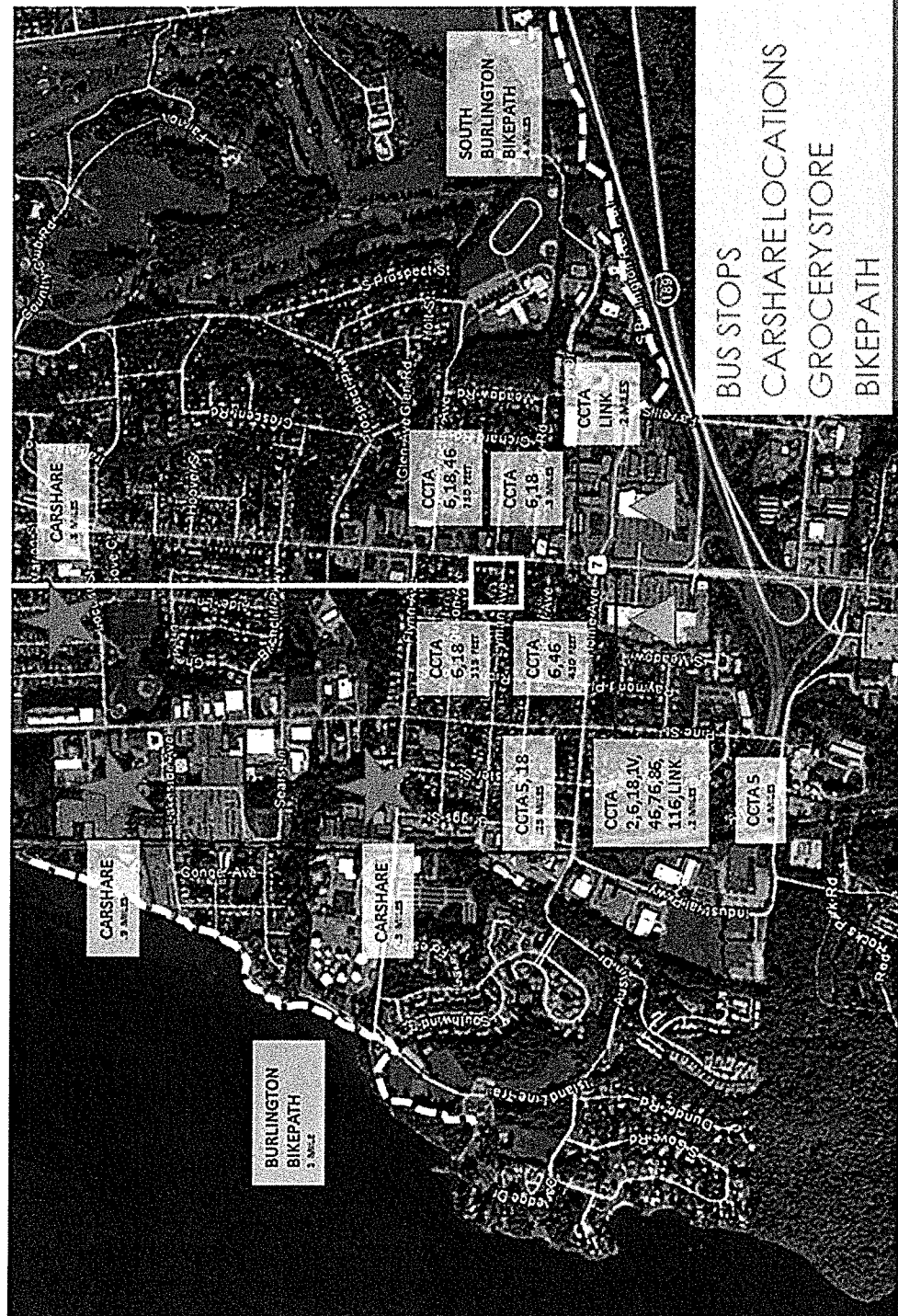
CARSHARELOCATIONS

GROCERY STORE

BIKEPATH

PROJECT LOCATION

435-441 SHELBURNE STREET



Site Aerial View – Neighborhood Connectivity

Scott Gustin

From: Jeff Govoni <[REDACTED]>
Sent: Monday, November 19, 2018 8:24 PM
To: Scott Gustin
Subject: Fwd: Development Review Board

Hi Scott,

I'm the next door neighbor of the project at 441 Shelburne St. in Burlington. My house is 178 Lyman Ave. My councilors Chip Mason and Joan Shannon suggested I forward the note I sent them to you in advance of the DRB meeting tomorrow night. I'm out of town visiting family for Thanksgiving and can't join you for the meeting. I'm hopeful you'll take my challenges into consideration as you deliberate whether to renew the permit. I would appreciate if conditions are added to the permit should you decide to renew that ensure as much as possible that my property is repaired, I am reimbursed for the repairs I've had to pay for myself and that steps are taken to ensure further damage to my property does not happen.

Thanks for any help you can give me in this regard and please let me know if you'd like more clarity.

Best,

Sent from my iPhone

Begin forwarded message:

From: Chip Mason <[REDACTED]>
Date: November 19, 2018 at 6:43:43 PM EST
To: Jeff Govoni <[REDACTED]>
Cc: Joan Shannon <[REDACTED]>
Subject: Re: Development Review Board

Jeff,

I am sorry to hear of your continuing struggles with your neighbor. Unfortunately I have a conflicting ordinance committee meeting in room 12 I will not be able to make the DRB meeting. Joan and I spoke earlier today and I believe she has a conflict as well.

Llisa should bring to the board's attention all of the facts cited in your email including the delay the cost associated with poor and in proper construction and the difficulty the meter of the abutting landowner. The DRB does not have authority to force them to reimburse you but these are factors that they should take into account when deciding whether to grant the expired permit.

I will continue to monitor compliance with the issues permits but I also recognize that's not the relief you're seeking here.

Sent from my iPhone

On Nov 19, 2018, at 9:38 AM, Jeff Govoni <[REDACTED]> wrote:

Hi Guys,

Lisa, my wife, took a photo of a letter we received from the city this past Saturday regarding a Development Review Board meeting tomorrow. One item of the agenda (which may be hard to make out in the attached photograph) is a "Reapplication for an expired zoning permit." at the property adjacent to me on the corner of Lyman Ave and Shelburne Road. I'm out of town (hence the need to send me a photo of the letter) but Lisa is hoping to attend and I'm wondering if one or both of you can support us by also being in attendance. I appreciate this is short notice and it's Thanksgiving so any consideration you can give this would be appreciated. It may help you to know that in the past few months and weeks construction has continued at this site apparently without a permit. More than that Mitchell Richardson, the proper owner, damaged a new custom-designed fence of ours and refused to pay for repairs despite admitting his crew did the damage. He (or a member of his crew) has also excavated earth over my property line (again, something he acknowledges) and he has refused to repair that damage only going as far as saying it will be repaired at some point.

Guys, I am at my end with this. The project has been dragging on (first as a sizable repair project and now as an ambitious change of use project) for at least five years though my memory is fuzzy and it may well be closer to seven years. In addition to damaging my property Mitchell has been extremely uncommunicative, hostile and has intentionally blocked workers from rebuilding my fence and doing a project in my back yard despite efforts on my part to involve Mitchell, a maneuver that cost me thousands of dollars in addition to the \$1,470 it cost me to repair my brand new fence. I have hired Jeff Wick as my lawyer but it seems clear it will require me to elevate this at a cost to me that I'm not comfortable paying. My question is when does the city step up and do something about this. I feel voiceless and under siege.

Thanks for listening.

Best,

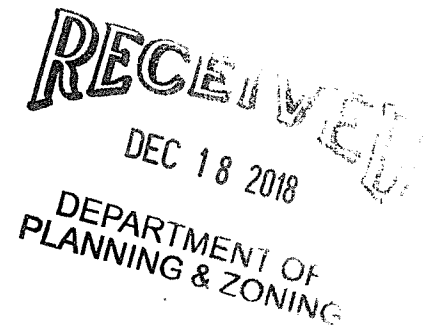


*"Your visions will become clear only
when you can look into your own heart.
Who looks outside dreams; who looks
inside awakes." — Carl Jung*

----- Forwarded message -----

From: **Jeff Govoni** <jeffgovoni@gmail.com>

Scott Gustin
Principal Planner for Development Review
Department of Planning & Zoning
City Hall
149 Church Street
Burlington, VT 05401



Dear Mr. Gustin,

I'm writing you in reference to **19-0355CA; 441 Shelburne St. (RM, Ward 5S) 441 Shelburne Road, LLC**. I live at 178 Lyman Avenue with my wife and family. We've been the Richardson's (as I understand it Mitchell Richardson is the current owner of 441 Shelburne Street) neighbors since my wife purchased our home at 178 Lyman in August of 1991. The reason for my letter is to officially convey my concerns regarding the attenuated construction project at 441 Shelburne to the Development Review Board. Before I list my concerns, I do want to convey that if Mitchell succeeds in completing the project at 441 Shelburne as it was last approved it would represent a dramatic improvement in the property and to that end, I am hopeful of that outcome. That said, history has proved hopes, as they relate to the property at 441 Shelburne, are not enough to realize the Richardson's desired outcome. Now to my concerns:

- **Fence Damage.** In late September or early October of this year (2018) someone working for Mitchell Richardson drove a piece of construction equipment into our recently installed, custom-designed fence. I was not informed of the extensive damage by Mitchell Richardson and when I did bring it to his attention, he acknowledged the damage and admitted it was due to his construction project and offered to pay for repairs. He however indicated that he would only pay for repairs if they were reasonable in terms of cost. I let him know that I would use Middlebury Fence Company to do the repairs as they were the ones who built the custom fence in August of this year. When the quote came in Mitchell Richardson refused to pay the invoice from Middlebury Fence. The initial quote was for over \$2,500. I was able to negotiate Middlebury Fence down to \$1,470 but even there Mitchell Richardson refused to pay. I hired a lawyer to contact Mitchell Richardson's lawyer but repeated efforts to get Mr. Richardson to engage went unanswered. This left me to (a) pay to repair damages Mr. Richardson acknowledges he or someone on his team are responsible for and (b) pursue reimbursement through small claims court.
- **Excavation onto my Property.** In the process of doing site work at 441 Shelburne Street Mr. Richardson or someone on his team excavated into my property. The extent of the excavation is minimal but noticeable and again, Mr. Richardson acknowledges the damage. While he has indicated he will repair the damage he refuses to commit to a time for the repair or to even engage in a dialog about it.
- **An Endless Project & the Chaos Surrounding It.** This project, in various forms, has been going on for at least five years, likely longer. Frankly it is hard to recollect just how long the project has been going on and my estimate of at least five years is a safe one; it's more likely been going on for seven. Aside for the distraction this has caused, we've had to endure as their next-door neighbor:
 - work primarily on weekends as it seems Mr. Richardson is pursuing this project in the hours he's not occupied with his small business,
 - a dumpster meant to contain the waist from his tenants that until last week (the week of December 10) sat a mere five feet from our front

porch and was left to overflow constantly where squirrels and gulls swarmed often eating what they found on our porch,

- o an untidy and unsecure worksite littered with construction debris where the border of that worksite is our fence (a reality once Mr. Richardson purchased the alleyway that once separated my property from the Richardson property),
- o heavy construction vehicles (trailers & equipment) partially blocking Lyman Avenue and my driveway from time to time,
- o and years and years of dust covering my house, debris littering my lawn.

- **The Costly Temporary Shut Down of my Project.** This past July I contracted with ChurchHill Landscapes to redesign our back yard. Knowing that this redesign would impact Mr. Richardson's property some, I contacted Mr. Richardson sometime in the winter of 2018 and informed him of my project. At that time I let him know the design wasn't complete but when it was close I would consult with him to give him the chance to offer input. Sometime later, in the spring of 2018, I attempted twice to contact Mr. Richardson at his business leaving messages with one of his employees. I never heard back from Mr. Richardson. I also asked ChurchHill Landscape to attempt contact with Mr. Richardson and they reported to me that their attempt was unsuccessful. For the bulk of this past summer Mr. Richardson's project at 441 Shelburne was dormant and seeing this ChurchHill Landscape used the alleyway access to the back of my property by way of Ferguson Avenue to tear down the old fence around my property and stage the new fence and landscaping material. As fate would have it, Mr. Richardson happened to appear on his premises that day and he turned away my work crew as my work crew was on the alley, a piece of land he now owns. Despite the fact that Mr. Richardson's project remained dormant all the rest of the summer while my crew came and went (my project was only two weeks, Mr. Richardson was successful in costing me at least \$2,000 in lost labor and in a very costly work around, a work around that would have been avoided had Mr. Richardson been neighborly and allowed my crew the two days they needed to demolish and stage.
- **Towing Away One of Our Cars.** For decades we occasionally parked one of our cars in the small section of alley behind my house. This alley was used by folks in the neighborhood as an illegal dumping ground and in the years before Mr. Richardson purchased it I had begun to clean it up at my expense and use it to park a car during parking bans. At some point, unknown to me, Mr. Richardson purchased the alley so that he had enough lot coverage for the project he is now pursuing. Without our knowledge of this purchase, my son's car was parked in that alley. Seeing that the car was parked the alley he now owns (again, without our knowledge) Mr. Richardson towed his car away and parked it at his business in Keeler Bay. Mr. Richardson made no attempt to contact me or anyone in my family despite the fact he knew it was one of our cars. We initially thought the car was stolen but when we called the Burlington Police they informed us of Mr. Richardson towing it away. When we finally did locate the car Mr. Richardson made no effort to explain his actions.

Mr. Gustin, I'm not sure what leverage I have in this matter if any at all. My desire is not to force Mr. Richardson to abandon his project or to cause him harm in any way. That said, as you can see, Mr. Richardson has consistently caused me harm. If he is allowed to go forward with his project, I am hopeful it is contingent on him paying me restitution for the fence damage and his commitment to a timeline we all understand along with a more tidy and better run worksite.

With Warmest Regards,

A handwritten signature in black ink, appearing to be 'JG' or 'Jeff Govoni'.

Jeff Govoni

RECEIVED
JAN 25 2019

Jan. 24, 2019

DEPARTMENT OF
PLANNING & ZONING

To: Scott Gustin, Department of Planning and Zoning, Burlington Development Review Board

RE: Application 19-0355CA; 441 Shelburne St.

- Provide a specific construction schedule with timeline for completion of project, particularly the exterior.

The financial impact of this project from permitting to construction has exceeded my plans. As a direct impact of this, the project has not progressed as quickly as I had original planned.

I was not prepared to incur fees in excess of \$300,000 in the zoning and permitting process. Not being a commercial developer, the adverse effect of the cost, was time.

Currently, the progress to the exterior is advancing and we are on track to begin the siding of the exterior within the two to three month timeframe we discussed at the Dec. 18, 2018 meeting. The exterior will be sided before work begins on the interior.

Completion of the entire project is approximately two years based on funding.

- Provide details as to exactly what will be provided to tenants to encourage use of alternative transportation per your proposed parking management plans.

To manage parking, in the lease agreement, one parking spot shall be provided for each unit.

In the "Richardson Multifamily Parking Management Plan", a CarShare Vermont membership will be included in the lease for each unit. The application fee will be covered by 441 Shelburne Rd. LLC. should the lessee want to utilize the program.

The information for CarShare Vermont will also be provided to the lessee with the pricing information, the financial assistance contact information, and locations of the fleet vehicles with the lease agreement.

The Parking Management Plan provides 20 bicycle storage spaces.

Public transportation is readily accessible from the location with three bus stops within 800 feet of the dwelling and access to the bike path within one mile. The project site is also appx. 1.5 miles from the downtown district and .25 of a mile to two shopping plazas as stated in the Parking Management Plan.

It is my hope that I have clarified the questions and concerns of the Development Review Board.

Please let me know if there are any further questions in advance, so I can address them at the Feb. 5, 2019 meeting.

Regards,

Mitchel Richardson

802-372-6139

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, FAICP, Director
Meagan Tuttle, AICP, Comprehensive Planner
Jay Appleton, Senior Programmer
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Ryan Morrison, Associate Planner
Layne Darfler, Planning Technician
Shaleigh Draper, Zoning Clerk*



TO: Mitchel Richardson
FROM: Scott Gustin
DATE: January 9, 2019
RE: 19-0355CA; 441 Shelburne Street

At their January 8, 2019 deliberative meeting, the Development Review Board unanimously voted to reopen review of your pending zoning permit application. Your application will be scheduled for the February 5, 2019 Development Review Board meeting. In their motion to reopen review of your application, the Board requested that the following items be addressed:

- Provide a specific construction schedule with timeline for completion of the project, particularly the exterior.
- Provide details as to exactly what will be provided to tenants to encourage use of alternative transportation per your proposed parking management plan.

Please have information to me to address the foregoing items by January 25, 2019. Should you have any questions, feel free to contact me at the phone number above.

Scott Gustin

From: Mitchel Richardson <[REDACTED]>
Sent: Friday, January 04, 2019 2:28 PM
To: Scott Gustin
Subject: 441 Shelburne Rd 19-0355CA

Good afternoon Scott.

Thank you for your time today.

I am writing to request that the DRB reopen my hearing #19-0355CA so that the letter I sent to you on Jan. 3, 2019 can be added as a document of record for the board to review.

Thank you again. If there are any issues or questions, please contact me.

Best regards,

Mitchel M. Richardson

RECEIVED
JAN 03 2019

DEPARTMENT OF
PLANNING & ZONING

Date: January 3, 2018

To: Scott Gustin
Principal Planner, Development Review Board
City of Burlington
149 Church St.
Burlington, VT 05401

Mr. Gustin,

I'd like to apologize for my late arrival to the Nov. 20, 2018 Development Review Board (DRB) hearing and was glad to catch you still in the office that evening to learn that the meeting had been rescheduled for Dec. 18, 2018. Unfortunately, I was under the impression the meeting began at 6 p.m.

I appreciated the opportunity to discuss the 441 Shelburne Road project (19-0355CA) with the DRB at the rescheduled hearing and would like to clarify the following issues that I believe were concerns at the Dec. 18, 2018 DRB meeting.

First, I was very pleased to hear that the city is addressing the permitting process. I myself am not a commercial builder and have found the permitting process to be tedious, costly and quite taxing to me as a homeowner and small business owner.

The first issue the board indicated concern over was the amount of time this project has taken, wondering why construction had stopped.

I'd ask that you please consider the following.

The permitting process alone has cost me upwards of \$300,000. The delays of this project can be directly attributed to this expense. As I am not a commercial developer, I was astounded at the fact that just the approval process could cost this much. This is a self-funded project. Not only did this process consume a significant portion of the money I had earmarked for this project, it forced the considerable delay of construction. The time and resources spent to obtain the proper permits has been the second major factor causing delays in construction.

The presentation by David White, Director of Planning and Zoning and Bill Ward, Director of Code Enforcement brought to light many of the challenges I myself have faced while trying to complete this project.

I did not anticipate the setbacks the permitting process caused nor the substantial fees that came with them.

The board seemed to have concern over the timeline of this project and conveyed the feeling that not much progress has been made since I obtained the permits.

Viewing the building from Shelburne Road via car or bicycle, I can certainly understand that might be the impression. A view from the west side of the property, I believe, would portray a different perception.

Let me assure you, this project is not at a standstill, nor is it a weekend activity.

This project has required many steps to get to the point we are at presently. From the demolition of portions of the structure for replacement, the removal of the debris, the complete replacement of the foundations to the replacement of two sewage lines, this project has required many steps to get to where construction stands today.

My crew and I have completed the concrete portion on the west facing side, enabling the next step of framing. Following the framing portion of this project, siding will be installed.

My goal is to have the exterior siding complete within a one-year time frame.

Once the outside construction is complete, work will continue on the interior to finish the renovations.

I invite you and the board to tour the property to see the extensive work that has been completed. Please feel free to contact me to set up a time that would work if this at all of interest to the board.

The final concern I have is the consideration the board gave to the letter submitted by Mr. Jeff Govoni, homeowner of the abutting property to the west, dated Dec. 18, 2018.

I was unaware of this letter until it was brought to my attention during the hearing leaving me no time to properly address any of the items outlined.

Mr. Govoni has seemed to have issues since day one of the purchase of his property, when my parents owned this property and they have continued into my ownership. He knows full well that this project will improve the aesthetics of the property and the neighborhood, yet he has continuously caused problems since the beginning of the permitting process of this project and continues to do so.

Furthermore, I am concerned that the letter put forth by DRB member, Mr. Geoff Hand from Mr. Govoni is not a factual document. Mr. Hand stated that it "gives a flavor to the challenges your neighbors have had to deal with due to the extension of construction".

Based on that comment by Mr. Hand, I am concerned the board is considering Mr. Govoni's letter as the "flavor" of this project, an abutting property owner that has had issues with the property dating back decades. Please also keep in mind that he remains the only neighbor who has had issues with this project.

I'd like to address these comments and provide you with the details he has omitted from his complaints.

-Fence Damage

Yes, damage occurred to Mr. Govoni's fence. While on location I noticed the damage and questioned the subcontractors on site. All refused any knowledge of the occurrence of the damage.

Mr. Govoni provided me with an estimate from Middlebury Fence Company in the amount of \$2574 on Oct 22, 2018.

Having owned a fence company, I replied that it was an unreasonably high quote considering the damage done. I advised Mr. Govoni that I would be willing to pay Middlebury Fence Company directly but would first appreciate the opportunity to discuss the specifics of the estimate with them. Mr. Govoni refused and then sent me a quote of \$1970 on Oct. 22.

Oct. 23, 2018, after I reiterated my first request, Mr. Govoni sent me an email entitled "Good Fences and Neighbors". It stated, "I will get my fence fixed. I do not want anything from you. All I ask is that when the time comes for a crew to get in there you allow them access. I will ask you this in person but I wanted to send you an email just in case I miss you. Going forward it seems clear we will need to keep clear of each other. I wish you the best with your project." (*See Attachment A.*)

According to Mr. Govoni's letter to you, it seems he was able to get his fence fixed for the price of \$1470.

- Excavation of Property

A minor excavating intrusion of Mr. Govoni's property was done that equated to less than one foot off the boundary line of the property. This was done by accident due to a misinterpretation of the survey pins.

The replacement of dirt cannot occur until the driveway is installed and will be completed at that time. This has been promised and communicated to Mr. Govoni.

- Endless Project & Chaos Surrounding It

I purchased this property and was granted permits in 2016. Mr. Govoni states this project has been going on for "five years, if not longer". Construction has been a little over two years under my ownership.

Although this is an active worksite, I don't feel that it is an untidy or unsecured site. It is an active worksite with equipment and materials on site. My best efforts have been put forth for it to be neat and tidy for maximum efficiency.

To my knowledge, there has never been any complaints regarding Mr. Govoni's claims of vehicles/trailers blocking his driveway nor Lyman Avenue.

To address Mr. Govoni's claim of years and years of dust covering his house, I again note that I only purchased this property in 2016 and began construction thereafter.

- The Costly Temporary Shut Down of my project.

Mr. Govoni called me on my cellphone in the winter of 2018 regarding a fence project he was inquiring about for his backyard. This was the first and only communication Mr. Govoni had with me regarding his backyard renovation.

I feel the attempt Mr. Govoni made to contact me for the use of my property as a staging, demolition and construction site is exaggerated. At no time did Mr. Govoni ask me for the use of my property.

- Towing of Vehicle

Mr. Govoni was made aware of my purchase of the mentioned alley numerous times prior to a family vehicle being towed.

One of those times was in a recorded DRB meeting prior to this incident.

Mr. Govoni is on record as erroneously reporting that he owned the alley way property at a previous DRB meeting. At that time, I brought it to his attention that I had just purchased the property and had the deed in my possession at said meeting.

He continued to act as if he owned the property by posting no trespassing signs bearing his signature, erecting temporary fencing and finally attempting to use the property for long term parking while he was away on vacation.

Before I towed the improperly parked vehicle, I knocked on each surrounding property door to no avail. I then contacted the Burlington Police Department about a vehicle left parked on my property and was told to have it towed. Contrary to Mr. Govoni's letter, I did not know who the automobile belonged to as I had never seen it before. Now knowing what we know, I can't help but wonder why Mr. Govoni would park a vehicle, for any period of time, on property fully aware that I own said property.

I was contacted by Mr. Govoni when he returned from a vacation regarding the automobile.

I informed him I did not appreciate his use of my private property without permission but in an effort to be neighborly, I absorbed all fees attached to the towing of the vehicle.

In conclusion, I've had nothing but support from the neighbors of the property, with the single exception of Mr. Govoni. Several have stopped in and positively commented on the progress that has been made structurally, complimenting the work in progress. They, along with myself are looking forward to the end product.

I appreciate your support and the support of the board in seeing this project through to its conclusion.

Please note that I am courtesy copying Ward 5S City Councilors, Joan Shannon and Chip Mason as they have periodically had input on the project on behalf of Mr. Govoni.

I look forward to our meeting scheduled for tomorrow Friday, Jan. 4, 2018 at 1:30 p.m.

Best Regards,
Mitchel M. Richardson

Department of Planning and Zoning

149 Church Street
Burlington, VT 05401

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

Telephone: (802) 865-7188
(802) 865-7195 (FAX)

*David E. White, AICP, Director
Meagan Tuttle, 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, Zoning Technician
Anita Wade, Zoning Clerk*



MEMORANDUM

TO: Development Review Board

FROM: Ryan Morrison, Associate Planner

DATE: February 5, 2019

RE: Deferral of public hearing for ZP19-0496CA/CU – 99 Rose Street

The public hearing for ZP19-0496CA/CU, scheduled for the February 5, 2019 DRB meeting, is being deferred to the February 20, 2019 DRB meeting date.



CODE ENFORCEMENT OFFICE

645A Pine St, PO Box 849
Burlington, VT 05402-0849

VOICE (802) 863-0442

FAX: (802) 652-4221

TO: Development Review Board

From: William Ward, Assistant Zoning Administrative Officer,
Code Compliance and Enforcement

Date: February 1, 2019

RE: Report on **Appeal #19-0436AP**; Appeal of an Administrative Officer's Zoning Notice of Violation (ZV #345151) issued on October 30, 2018, for "Occupying Unit #1 of structure with more than four unrelated adults in an RL zone" for Premises Located at 15-17 Weston Street, Burlington, Vermont.

Note: This is the Administrative Officer's report; decisions are made by the Development Review Board, which may overturn or uphold the Zoning Administrator's Decision. THE APPLICANT OR REPRESENTATIVE MUST ATTEND THE MEETING.

Location: 15-17 Weston St, Burlington, Vermont

Tax Lot # 045-1-239-000

Appellant: Keith S. Aaron, Weston Street Trust, Philip Aaron Trustee

Representatives: Philip Aaron

Applicable Regulations: CDO Articles 2, 3, 5, 12, 13 and VSA §4451

Appeal # 19-0436AP filed on November 9, 2018.

Pursuant to Sec. 12.2.2, Appeals of Administrative Officer Decisions, the grounds stated for the appeal and the relief requested are stated below; the City's response follows each request/ground stated.

Relief requested by the appellant:

- Issuance of a permit to use 15-17 Weston Street by five (5) unrelated individuals acting as a "Functional Family".

Asst. Administrative Officer's Response:

- A "Functional Family" status is a determination considered by the City upon request of the Owner and Group requesting to be considered a "Functional Family Unit." To date, such a request has not been submitted (application and fee required). The

definition of a “*Functional Family Unit*” status and criteria for consideration are found under Article 13 *Family* definition of the CDO.

Alleged Grounds Why Such Requested Relief is Believed Proper under the Circumstances

- *The Premise[s] are not in violation as set forth in the notice of violation dated October 30, 2018, hereto.*

Asst. Administrative Officer’s Response:

- Appellant does not contest that there are more than four (4) unrelated adults currently occupying Unit #1 of the Premises, but contends that the tenants comply with the “*Functional Family*” ordinance (Article 13). Appellant does not have an affirmative determination for “*Functional Family*” status for this group currently residing at Premises (or any previously), due, in part, because the Appellant and/or Group never submitted a “*Functional Family*” status request to the City (application and fee required).
- Appellant also refers to the current use as a “Grandfathered ‘pre-existing legal non-conforming use’”, however, Appellant never submitted a determination request asking for the “pre-existing legal non-conforming use” to be grandfathered.
- Appellant states that what he determines to be a “Grandfathered ‘pre-existing legal non-conforming use’” has occurred for a consecutive period of 15+ years. The premise of grandfathered status per the 15-year statute of limitations is flawed. Grandfathering and the 15-year statute of limitations are two separate things. The appellant’s assertion of the 15-year statute of limitations is an assertion that the violation is unenforceable – not that there is no violation. Grandfathered status is predicated on continuous use of the property as it is presently used back to the time before the city’s zoning code prevented occupancy of dwelling units as group quarters – in this case December 21, 1970.
- Pursuant to Environmental Division case law, exceptions to the Statute of Limitations of 24 V.S.A. §4454(a) (*limitations to a zoning enforcement action after a consecutive 15-year period*) includes, but is not limited to, 24 VSA §4470 (b) which pertains to decisions of the Board as well as use violations. The 15-year statute of limitations does not apply to use violations, as use violations are considered to be “continuing” violations, that is, to recur with each day of violation. Therefore, Statute of Limitations §4454(a) wouldn’t apply in this instance as the over-occupancy at issue is considered a use violation.
- Additionally, there is case law that a group of unrelated adults in a unit may be considered group quarters which are not allowed within the “Family” definition. See *In re: Appeal of John Mentos*, Docket No. 132-6-00 Vtec (Vt. Env’tl. Div. October 22, 2001 and May 10, 2002). The *Mentos* case stemmed from an appeal by John Mentos of the Zoning Administrator’s decision not to take enforcement action against the

owners of a 7-bedroom home at 36 North Willard Street occupied by seven unrelated students. The terms “Family” and “group quarters” were central to that case. The 1999 zoning regulations in effect at the time contained the same definition of “family” as adopted December 21, 1970. The Court found that “...to fall within the zoning use category of a single detached dwelling, the occupants of the house must satisfy *both* prongs of the definition of family. ...The shared student housing at issue... met the first prong of this test, in that the students were living as a single, nonprofit housekeeping unit, but found that material facts were disputed as to whether or not they also fell outside of the category of ‘group quarters.’” The Court decided that occupancy by unrelated adult students amounted to group quarters and was, therefore, prohibited under the zoning ordinance. Pursuant to the Court’s interpretation, the 5 person occupancy at 15-17 Weston Street would not have been legal under the 1970-2000 definition of family either.

- Ultimately, the burden is upon the applicant to demonstrate that at one point in time, the 5 person occupancy of the unit was legal and that 5 person occupancy in that unit continued without stopping (for a year or more) from then until the present. Appellants have not done so. While it may appear to be a heavy burden, one must keep in mind that one of the primary goals of zoning is to gradually phase out non-conforming uses. See *In re Lashins*, 174 Vt. 467 (2002). Zoning provisions allowing nonconforming uses should be strictly construed. *Id.*
- In order to grandfather group quarters in this case, the Zoning Administrator would need to determine that occupancy by a certain number of individuals as group quarters has continuously existed since December 21, 1970. Currently Appellant does not have a “Grandfathered pre-existing legal non-conforming use” determination. An application with sufficient supporting material must be submitted prior to such a determination and that has not occurred at this point.
- More than four (4) unrelated adults may be permissible with a “Functional Family” Status, but that requires application and approval. No such application has been submitted. There is an application process for “Functional Family” status, Appellant had not initiated that process.
- *The Premises, prior to the change in zone (RL District), was and has been in continuous and unbroken use by five (5) unrelated individuals living together as a “Functional Family”; and hence it should be granted “after-the-fact-zoning approval” and granted a permit to continue said use.*

Asst. Administrative Officer’s Response:

- To date, a “*pre-existing legal non-conforming use*” determination (Grandfathered group quarters status) has not been affirmatively approved for Unit #1 of Premises, nor has a “*Functional Family*” status determination been affirmatively approved for the group currently occupying unit #1 of premises.

- *Discriminatory enforcement of the Zoning in the RL District in that 15-17 Weston Street has been issued an alleged violation whereas other properties are permitted to continue to be used for five (5) or more unrelated individual.*

Asst. Administrative Officer's Response:

- It is unclear as to which "other properties" Appellant is referring to. The Code Office is currently investigating +/- 25 separate "more than 4 unrelated adults" complaints; one of which is 15-17 Weston Street. If Appellant wishes to submit a written complaint and submit such complaint to the Code Enforcement Office as outlined in Article 2 Sec. 2.7.5 of CDO, an investigation relating to the complaints will be initiated.
- *At the time the property was purchased and for some time prior to the zoning change, it was used for occupancy by five (5) unrelated individuals living as a "Functional Family." Enforcement of the violation, and refusal to grant a permit to use 15-17 Weston for five (5) unrelated individuals living as a "Functional Family", constructs a taking of property without due process of law.*

Asst. Administrative Officer's Response:

- To date, a "pre-existing legal non-conforming use" determination (Grandfathered group quarters status) has not been affirmatively approved for unit #1 of premises, nor has a "Functional Family" status determination been affirmatively approved for group currently occupying unit #1 of premises. Only the Appellant has asserted the use has "Functional Family" status. Appellant would need to clarify what he means by "taking of property" for this instance.
- *Under Vermont Law, the 15-17 Weston Street, is entitled to have it use[d] for five (5) unrelated individual[s] living as a Functional Family "grandfathered".*

Asst. Administrative Officer's Response:

- Appellant does not cite which "Vermont Law" he is referring to in his appeal, however, he has the right to apply for a "Functional Family" use determination or "Pre-Existing Non-Conforming Grandfathered" determination; applications and fees are due for each request (no such request to date). An affirmative "Functional Family" determination would pertain to the tenants applying for "Functional Family" Status only, any change in each tenant status would require a new "Functional Family" determination (ie. one tenant moves out and a new tenant moves in). Criteria for a "Functional Family" Status is outlined in Article 13 Family definition.

Background Information:

- Built circa 1897
- Keith Aaron purchased property on December 12, 1995 and property was transferred to Keith S. Weston Street Trust, Philip Aaron Trustee, on October 30, 2000.
- Property listed in Assessor's Records as a 3 Family structure, 13 rooms (8 bedrooms), on a 7,500 sf lot; finished area 2,244 sf.
- Rental registration: 3 units, 5 bedrooms Unit #1, 1 bedroom Unit #2, 1 bedroom Unit #3.
- RL Zone, Ward 1E
- Neighborhood Parking District
- No records on file in Planning/Zoning files of a "Functional Family" or Pre-Existing Legal Non-Conforming Use determination

CDO Article 2. Enforcement

Sec. 2.7.5 Observation or Complaints of Violations

... Upon receipt of a written, signed complaint alleging a violation of this ordinance, the administrative officer shall investigate the complaint, take whatever action is warranted, and, if requested, inform the complainant, in writing, of actions that have been taken.
Informative letter mailed to Appellant

On December 18, 2017 the Code Enforcement received a written complaint alleging

- *Trash and Recycling tote(s) consistently stored on the greenbelt. Cars parking on the sidewalk. First Floor Unit - Occupying structure with more than four unrelated adults in an RL zone, inconsistent with the Family Definition of the Zoning Ordinance.*

On December 29, 2017 an informative letter was mailed to Appellant and Appellant responded, in writing, on January 9, 2018, to the "Occupying structure with more than four unrelated adults ..." allegation (NOTE: Appellant did not address the totes and parking allegations, however, those issues were addressed in the July 29, 2010 executed Agreement thus making Property in contempt of the Agreement; City will address those matters separately from this appeal).

CDO Article 4. Enforcement

Sec. 4.4.5 (d) 5, C, Residential Occupancy

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.

Conditional Use approval would require a zoning application perfected with the appropriate fee and submitted to the Planning/Zoning office before it could be considered.

December 21, 1970 is the date for demonstrating a pre-existing nonconformity (grandfathered) as to occupancy by more than 4 unrelated adults. As such, if grandfathered status is sought appellant shall provide evidence that occupancy of unit #1 was consistently five (5) unrelated adult persons prior to December 21, 1970. See *Diemer Apartments, LLC Denial*, Docket No. 20-2-16 Vtec (Vt. Env'tl. Div. December 29, 2017)¹.

CDO Article 5 Part 1: Uses and Structures

Sec. 5.1.1 (a) Preexisting Uses:

Any use lawfully existing as of the effective date of this ordinance shall be authorized to continue solely on the basis of the provisions of this ordinance.

Sec. 5.1.1. (b) Preexisting Non-conforming Uses:

Pre-existing uses that do not conform to the requirements of this ordinance shall be subject to the provisions of Sec. 5.3.4.

Sec. 5.3.3. Continuation

Except as otherwise specified in this Article, any nonconformity which lawfully existed at the time of passage of the applicable provisions of this or any prior ordinance or any amendment thereto may be continued subject to the provisions of this Part.

Appellant asserts that the existing use at unit #1 of premises known as 15-17 Weston Street is a “pre-existing legal non-conforming use”. The City has no known records showing that use of unit #1 of premises has consistently been occupied as group quarters by 5 unrelated adults prior to December 21, 1970.

Sec. 5.3.4 Nonconforming Uses

(b) Discontinuance

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. Provided, however, a period not in excess of two (2) years shall be the applicable standard for the re-establishment of discontinued uses in the Enterprise-Light Manufacturing (E-LM) district.

For the Zoning Administrator to issue an affirmative *legal non-conforming grandfathering determination*, the appellant would need to demonstrate five (5) unrelated adult tenants consistently occupied unit #1 of premises since December 20, 1970. Rental housing records indicate, since the City required landlords to submit Rental Registration forms in 2002 Appellant always indicated five (5) residents resided in unit

¹ There is a reference in Appellant’s material that the *Diemer* matter is pending before the Vermont Supreme Court. It is not, the Vermont Environmental Division matter is closed, the 2017 Environmental Division decision stands. There is a matter, *In re 204 North Avenue NOV (Pierre Gingue)*, Docket No. 2018-340 that is pending. That case stems from a DRB determination that a violation existed at 204 North Avenue for the change of use from a duplex to a triplex without zoning approval.

#1 with the exception of 2003. On or about April 1, 2003 appellant submitted a registration form indicating the number of residents residing in unit #1 was four (4) and on the 2004 registration form appellant reverted back to five (5) residents occupied unit #1; 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.

CDO Article 12. Appeals, Conditional Uses, Variances

Appellant filed a complete appeal as outlined under CDO Article 12 Sec. 12.2.2

CDO Article 13. Definitions

On December 21, 1970, the city adopted an amended zoning ordinance. In part, the amendments included provision to exclude “group quarters” from the definition of “family.” Then, as now, dwelling units in residential zones are to be occupied by families as defined in Article 13.

Family Definition:

One or more persons occupying a dwelling unit and living as a single nonprofit housekeeping unit, but not including group quarters such as dormitories, sororities, fraternities, convents, and communes.

... a group of adults living together in a single dwelling unit and functioning as a family with respect to those characteristics that are consistent with the purposes of zoning restrictions in residential neighborhoods shall be regarded as a “Functional Family unit” and shall also qualify as a family hereunder ...

Nonconforming Use: *An existing use of land or building that does not conform to the current use or density regulations for the district in which such use of land or building exists as set forth in Appendix A - Use Table. Such nonconforming uses are those in legal existence at the time of the adoption of the regulations to which they do not conform, including a use improperly authorized as a result of error by the administrative officer or Development Review Board under the finality provisions of 24 V.S.A. §4472. To the maximum extent possible, no entitlement shall be given to those that provide misinformation to City Officials. Permits issued as a result of such misinformation shall gain no legal entitlement regardless of duration of the permit or inaction.*

Unit #1 located at 15-17 Weston Street does not have ““Functional Family” status approval nor has the City grandfathered a “pre-existing legally non-conforming use.”

SUMMARY:

Property is taxed as a tri-plex with five bedrooms in unit #1, one bedroom in unit #2, and one bedroom in unit #3. Complaints include unit #1 is occupied by five (5) unrelated adults, in conflict with the CDO “*Family*” definition. Appellant does not contest unit #1 is occupied by five (5) unrelated adults, however, he asserts the use is grandfathered or somehow acceptable as a functional family. City rebuts a “Functional Family” status or “pre-existing legally non-conforming use” status. Recognition of such status has not, to date, been requested or granted, therefore, current use is in violation of the CDO.

Appellant has argued the “*pre-existing legally non-conforming use*” defense many times during the investigation period and was informed, numerous times, to request a determination for a “Functional Family” or “pre-existing legally non-conforming use” from the City (application, fee, and supporting materials required). On January 9, 2018 Appellant requested an extension date to address the alleged violation; request granted until March 2018. March 2, 2018 Appellant’s Attorney requested the City to delay enforcement action until April 16, 2018; extension granted. June 25, 2018 Appellant was informed, due to lack of meeting extension deadlines, the City would follow up the complaint with an enforcement action; October 30, 2018 a Notice of Violation was issued to Appellant, which was appealed and is under consideration by the DRB today.

The subject apartment (#1) is presently occupied by 5 unrelated adults without zoning approval (ie. “*Functional Family*” or *conditional use approval or grandfathered determination*).

Under the case law established by *Mentes*, this occupancy amounts to group quarters.

- Group quarters are specifically excluded from the definition of family.
- Dwelling units in residential zones must be occupied by a family; occupancy of the apartment as group quarters is not allowed.
- Occupancy of dwelling units in residential zones as group quarters became prohibited December 21, 1970.
- Consistent use of the subject dwelling units as group quarters with 5 unrelated adult occupants would need to be demonstrated back to at least December 20, 1970.
- City records do not demonstrate consistent use of the subject apartment as group quarters with 5 unrelated adult occupants back to at least December 20, 1970.

No determination for a legally pre-existing nonconforming use (grandfathering) has been requested or obtained.

CONCLUSION:

The Assistant Zoning Administrative Officer for Code Compliance/Enforcement hereby requests the Development Review Board uphold ZV #345151 as valid. The following stipulations are recommended:

1. Appellant (Owner) shall submit a copy of the lease for unit #1 to the Zoning Office on or by April 1 of each future calendar year.
2. Within 30 calendar days from date of DRB decision, appellant shall reduce number of unrelated adult residents in unit #1 to four to comply with “Family” definition and comply with July 29, 2010 Executed Agreement; [or](#)
3. Within 30 calendar days from date of DRB decision, Appellant shall submit a complete zoning application to the Zoning Office, with appropriate fee, requesting Functional Family Status or Conditional Use approval for unit #1 of structure; [or](#)
4. Within 30 calendar days from date of DRB decision, Appellant shall submit a complete zoning determination request, with fee, to the Zoning Office requesting a “Grandfathered Legal Pre-existing Non-Conforming use” for unit #1 of structure, [or](#)
5. Within 30 calendar days from date of DRB decision, Appellant shall request an agreement from the Zoning Administrator (to be executed within forty-five [45] calendar days from date of DRB decision) that includes reasonable timelines in which to cure the violations noted in ZV #345151.



Photo of 15-17 Weston Street

COVER SHEET

Date: February 4, 2019

From: Keith S. Aaron Westin Street Trust, Philip Aaron Trustee
Pia425@hotmail.com

To; Development Review Board
Att: Scott Gustin
e-mail: sgustion@burlingtonvt.gov

Hearing Date: February 5, 2019

Pages including cover -38-

Subject: REPLY TO RESPONSE : WILLIAM WARD, Assistant Zoning Administrative Officer, Code Compliance and Enforcement,

Please confirm receipt

Thanks
Philip Aaron

APPELLANT'S RESPONSE

Response to incorrect Statement: April 2003 Registration: Correction Registration Filed

Response to the incorrect statement set forth in the Assistant Zoning Administrative Officer statement a pages 6-7 to wit:

‘On or about April 1, 2003 appellant submitted a registration form indicating the number of residents residing in unit #1 was four (4) and on the 2004 registration form appellant reverted back to five (5) residents occupied unit #1; 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. “

The inadvertent filing of the April 2003 registration indicating that four (4) residents resided at 15 Weston Street was addressed in the supporting documents submitted upon this Appeal. See Keith Aaron Affidavit “Exhibit L” at pages 2 and 3, referencing Exhibit “P”- that a correction registration was filed. A copy is annexed hereto as Exhibit “A”. The fact five (5) unrelated persons resided at 15 Weston for the April 2003 registration is supported by the Affidavits of Kurt Fasser and Shannon Tomasovich,-Keith Aaron Affidavit Exhibits “P” and “Q” Appellant’s Memorandum . Copies are are annexed hereto as Exhibits “B’ and “C” , respectively

I doubt the City of Burlington is implying to this Board that Appellant is not entitled to file a correction registration. In fact if The City does not have the correction registration , The Trust will file another one.

It should noted that The City acknowledges that within allowable one year period 15 Weston was Leased to five (5) unrelates persons.

In sum this is a non-issue.

Additional Submissions:

In support of Appellants Estoppel Argument, attached as Exhibit “D” is a copy of the Decision on Motion Diemer Apartments, LCC, pages 9 and 10 and as Exhibit “D” City of Burlington Motion for Summary Judgment, pages 11 and 12 both which acknowledges that Estoppel is a

valid defense to the enforcement of the alleged Violation.

Reservation of Rights

Appellant reserves all rights to serve and submit such additional documents as it deems necessary in support of this Appeal, and/or as offered in the response by the Assistant Zoning Administrative Officer.

Dated: February 4, 2019

Respectfully Submitted
Keith S. Aaron Weston Street Trust, Philp Aaron, Trustee

Philip Aaron

EXHIBIT A

[illegible]

Corrected 5/23/2005

City of Burlington Rental Registration Property Information Sheet

The Following information is required by law. Please review the below information regarding your rental units and correct the information as needed.

PROPERTY LOCATION: 23 HICKOK PL

Unit	Exempt?	# Bedrooms	# Residents	# Family	# Unrelated	Functional Family	# Parking	# Vehicles	Accessibility?
1		4	5	0	0	✓	5	3	

Keith S Aaron Hickok Place Trust

Owner

Keith S Aaron

Service of Process

Keith S Aaron

Emergency Contact

PROPERTY LOCATION: 165 NORTH WILLARD ST

Unit	Exempt?	# Bedrooms	# Residents	# Family	# Unrelated	Functional Family	# Parking	# Vehicles	Accessibility?
1		4	4	0	0	✓	9	8	
2		5	5	0	0	✓	0	0	

Keith S Aaron North Willard Street Trust

Owner

Keith S Aaron

Service of Process

Keith S Aaron

Emergency Contact

PROPERTY LOCATION: 15-17 WESTON ST

Unit	Exempt?	# Bedrooms	# Residents	# Family	# Unrelated	Functional Family	# Parking	# Vehicles	Accessibility?
1		5	5	0	0	✓	5	0	5
2		1	1	0	0	✓	1	0	1
3		1	1	0	0	✓	1	0	1

Keith S Aaron Weston Street Trust

Owner

Keith S Aaron

Service of Process

Keith S Aaron Kurt Fessler

Emergency Contact

EXHIBIT B

15 Weston Street, Burlington, Vermont, 05401

Apartment 1

AFFIDAVIT OF OCCUPANCY

State of Vermont

County of Chittenden

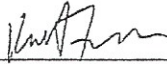
Kurt Fasser, being duly sworn, deposes and says:

- I am over the age of eighteen (18) years, reside in Fairfax, Vermont, my occupation for the past twenty (20) year is that of a general contractor doing business as "Independent Enterprises" and am fully familiar with all of the facts and circumstances herein after set forth, which are based upon my own knowledge and observations.

- That from on or about 2001 to on or about 2010, I was engaged by Keith Aaron to perform various types of contracting service at various properties he owned including 15 Weston Street, Burlington, Vermont. These services including all types of repairs and maintaining the properties. The Tenants were given my telephone number and advised to call me directly if a repair was needed, and I was continuously visiting the properties, including 15 Weston Street to make repairs.

- That in 2003, as well as from 2001 to 2010 15 Weston Street was a five bedroom house occupied by five people each with their own bedroom, sharing a common kitchen, living room, bathroom and the appliances.

Sworn to before me this 7 day of
March 2014


KURT FASSER

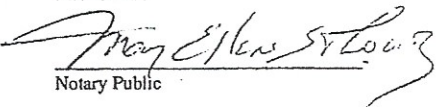

Notary Public

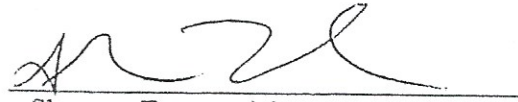
EXHIBIT C

15 Weston Street, Burlington, Vermont, 05401
Apartment 1
AFFIDAVIT OF OCCUPANCY

State of Vermont
County of Chittenden

I, Shannon Tomasovich, being duly sworn, depose and say:

1. I am over the age of eighteen (18) years, maintain my office in Colchester, Vermont, and am familiar with the facts hereinafter set forth.
2. Since February 2002 I have performed various jobs for Keith Aaron at 15 Weston Street, Apartment 1, Burlington, Vermont (the "Premises"). The scope of my work has included inspecting the roofs, repairing the roofs, removing snow from the roofs, and shoveling.
3. I inspect the roofs at the Premises every year from the outside and inside the building. This work has required me to become familiar with the Premises.
4. Based upon my observations the Premises has been continuously leased by five people from 2002 through 2013.


Shannon Tomasovich

State of Vermont
County of Chittenden

At Chittenden (city/town) this 31 day of March, 2014, personally appeared Shannon Tomasovich, and he upon personal knowledge acknowledged the above to be true.

Before me,

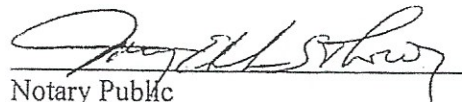

Notary Public
My Commission Expires:

EXHIBIT D

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
Docket No. 20-2-16 Vtec

Diemer Apartments, LLC Denial

DECISION ON MOTION

This is an appeal from a January 29, 2016, City of Burlington ("City") Development Review Board ("DRB") decision, refusing to recognize a grandfathered use of a multi-unit apartment building at 2-8 Hickok Place (the "Property"), with respect to occupancy of several apartments by more than four unrelated adults per apartment. The Property is owned by Diemer Apartments, LLC ("Appellant"), which consists of member R. Michael Diemer and manager Jill Diemer. Appellant and the City have each moved for summary judgment.

Appellant is represented by Daniel P. O'Rourke, Esq. The City is represented by Kimberlee J. Sturtevant, Esq.

Standard of Review

Since both parties have filed pre-trial motions for summary judgment, we begin our analysis with the directive that summary judgement may only be granted to a party "if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." V.R.C.P. 56(a). In determining whether there is a dispute of material fact, "we accept as true [all] allegations made in opposition to the motion for summary judgement, so long as they are supported by affidavits or other evidentiary material." White v. Quechee Lakes Landowners' Ass'n, Inc., 170 Vt. 25, 28 (1999) (citation omitted).

When the Court receives cross-motions for summary judgment, the Court considers each motion individually and gives the opposing party the benefit of all reasonable doubts and inferences. City of Burlington v. Fairpoint Commc'ns, Inc., 2009 VT 59, ¶ 5, 186 Vt. 332 (citation omitted). We begin our analysis with these legal standards in mind.

Factual Background

The following list of material facts has been compiled from the parties' exhibits and affidavits, as made relevant by the legal precedent referenced in the parties' motions, responses

and replies. They are recited here solely to decide the pending cross motions for summary judgment; our recitation here is not intended to announce factual findings. See Fritzeen v. Trudell Consulting Engineers, Inc., 170 Vt. 632, 633 (2000) (mem.) (noting that it “is not the function of the trial court to find facts on a motion for summary judgment . . .” but rather to await trial to render factual findings) (citing Booska v. Hubbard Ins. Agency, Inc., 160 Vt. 305, 309 (1993)).

1. Appellant’s Property is located at 2-8 Hickok Place, Burlington, Vermont.
2. In 1986, the City issued various permits relating to maintenance and construction at the Property. Appellant’s Exs. 12, 13.
3. From April to September 1986, the City Department of Public Works (“Department”) issued eight building permits for work to be completed on the Property: five building permits, two plumbing permits, and one wiring permit. Appellant’s Ex. 13.^{1,2}
4. On July 23, 1986, the City Zoning Administrator issued a zoning permit to the prior owners “to remove two windows and replace with matching horizontal vinyl siding; one window on [the] Union St. side and one facing Hickock Place. No change in use.” Id.
5. This permit notes the existing use of the Property as “eight residential units.” Id.
6. None of the permits issued in 1986 (hereinafter, “the 1986 Permits”) identify or reference the then-existing occupancy of the Property’s individual units.
7. On May 2, 2003, the City Code Enforcement Office (“CEO”) issued a letter called “Zoning Compliance Request for 2-4-6-8 Hickok Place, Burlington, VT” (hereinafter, “the 2003 Letter”). Appellant’s Ex. 8. Appellant represents that the 2003 Letter was made as it anticipated purchasing the Property.

¹ There are some inconsistencies with respect to dates on the permits provided by Appellant and those included on the list provided in Appellant Exhibit 12. However, the descriptions of the permit activity are consistent. Appellant’s Exs. 12, 13.

² Appellant appear to contend that an additional permit to construct or add the units at issue in this appeal was granted at this time, but it cannot now be discovered because the City has misplaced it. (Appellant’s Motion for Summary Judgment at 6, filed Jun. 9, 2017); (Appellant’s Opposition to City of Burlington’s Motion for Summary Judgment at 6, filed Aug. 23, 2017). The City disputes this. (City of Burlington Motion for Summary of Judgment at 11, filed Jul. 8, 2017). Regardless of whether a permit was misplaced, the Court cannot rely on a permit not in the record.

8. The 2003 Letter identified grandfathered parking spaces pursuant to photos and an affidavit provided by the prior owners. Id.
9. The 2003 Letter concludes that based on that determination, landscaping concerns, and a review of their records “there are no outstanding claims by the City that a zoning violation exists nor any zoning violations complaints . . . as of [May 2, 2003].” Id.
10. The 2003 Letter includes a disclaimer stating it “only addresses **ZONING** complaints and violations on file” in the CEO zoning records. Id. (emphasis in original).
11. The 2003 Letter includes “Important Note” stating that no research was done to “insure all appropriate Zoning Permits and Zoning Certificates of Occupancy have been issued” for the Property. Id.
12. Appellant thereafter purchased the Property and has continuously rented out the eight residential apartments. Id.
13. On July 30, 2015, Appellant applied for a zoning determination, asking the CEO to acknowledge the grandfathered occupancy of four or more unrelated individuals in each of four identified apartments. In re 2-8 Hickok Place, Findings, at 2 (City of Burlington Dev. Review Bd. Jan. 29, 2017).
14. On September 30, 2015, the CEO issued an adverse determination. Id.
15. Appellant filed a timely appeal to the DRB, which affirmed the adverse determination on January 29, 2016. Id.
16. The units at issue are currently occupied by four or more unrelated adults. (Affidavit in Support of Appellant’s Motion for Summary Judgement at ¶ 2, filed Aug. 23, 2017).

Burlington Comprehensive Development Ordinance

17. In January 1947, the City adopted its first zoning ordinance which defined “apartment house” as “a building or portion thereof used or designed to be used as a residence for three or more families living as units independently of one another.” City’s Ex. H.
18. “Family” was not defined in these regulations. Id.
19. On December 21, 1970, the City adopted “An Ordinance in Relation to Zoning and Planning – Municipal Zoning.” (hereinafter, “the December 1970 Ordinance”). City’s Ex. G.

20. The December 1970 Ordinance amended the zoning ordinance to define “family” as “one or more persons occupying a dwelling unit and living as a single nonprofit housekeeping unit, but not including group quarters such as dormitories, sororities, fraternities, convents, and communes.” Id.

21. On October 16, 2000, the definition of “family” was amended, in relevant part, limiting the term to “no more than four unrelated adults and their minor children.” City’s Ex. D.

22. This definition of “family” currently remains in effect. See Appellant’s Ex. 16.

Discussion

Both parties have moved for summary judgment on all 9 questions in Appellant’s Statement of Questions.

Appellant argues the use of the Property complies with the City of Burlington Comprehensive Development Ordinance (“CDO”), particularly since the City issued various permits in 1986 and the Property’s occupancy pursuant to those permits grandfathers the Property as a pre-existing nonconforming use. Appellant further contends that the City had knowledge of the use and is therefore estopped from enforcing the CDO against Appellant pursuant to 24 V.S.A. § 4454 and may not contest the current occupancy. The City disagrees, arguing Appellant has failed to demonstrate that the occupancy was ever legal, and therefore grandfathered, and that the estoppel and preclusion issues raised by Appellant is not properly before the Court.

For the reasons set forth below, the Court denies in part and grants in part the pending motions.

I. **Whether the City’s 1986 Permits Included the Right to Use the Bedrooms at Issue as an Apartment to be Occupied by More Than Four Unrelated Individuals**

Question 3 asks whether the City’s “issuance of zoning permits . . . in 1986 to add or construct the 3 five-bedroom apartments and 1 six-bedroom apartment include the right to use and occupy the bedrooms?”³

³ We feel obligated to note that the phrasing used in this Question is somewhat misleading. The City does not argue in this appeal that Appellant should be prohibited from using or renting the 3 five-bedroom and 1 six-bedroom apartments. Rather, it appears clear that the City only asserts that Appellant’s use of these apartments

In construing permit terms, the Court relies on the normal rules of statutory construction. Agency of Nat. Res. v. Weston, 2003 VT 58, ¶ 16, 175 Vt. 573. The Court seeks to implement the intent of the drafters, which we ordinarily determine by accepting the plain meaning of the words used. Id. The conditions a zoning board imposes “must be expressed with sufficient clarity to give notice of the limitations on the use of the land, and cannot incorporate by reference statements made by an applicant at a hearing.” Appeal of Farrell & Desautels, Inc., 135 Vt. 614, 617 (1978).

The current use of the Property is residential. Appellant argues that the 1986 Permits allow the current residential use of the Property. Appellant contends that the current residential use of some of the apartments by more than four unrelated individuals is permitted because in 1986 the City had received building plans, including floor plans, from the prior owners when it issued the permits.

The City argues that the 1986 Permits do not have the effect of authorizing the current residential use because the permit applications supplied by Appellant did not identify the nature of the occupancy of any unit within the Property. For the reasons discussed below, we agree with the City’s assertion.

A property’s residential occupancy is limited by the CDO’s definition of a “family” or a “functional family unit.” CDO § 13.1.2. Determining the occupancy of a property under the CDO is based on the resident’s status and relationship, not on the physical lay-out of the rental unit.

Further, to the extent that the City knew of the number of bedrooms within each of the Property’s units, which is disputed, the Court cannot find that the 1986 Permits indicate by their plain language an authority to occupy any of the new units by more than four unrelated individuals. In fact, but for the then owner’s absence of any reference to who would occupy the new units, it appears more likely that the units would be occupied in conformance with the CDO: for units with more than four bedrooms, the unit could lawfully be occupied by more than four family members as defined by the CDO.

must conform with the CDO: that when they are to be occupied by more than four individuals, those individuals must conform to the definition of “family” or “family unit.”

This Court has refrained from finding implied conditions in zoning permits. “The Vermont Supreme Court has directed the lower courts to refrain from finding implied conditions in a formal written zoning order that contains express conditions.” In re Byrne Trusts NOV, No. 150-7-08 Vtec, slip op. at 14 (Vt. Envtl. Ct. Jul. 15, 2009) (Durkin, J.) (citing Farrell & Desautels, 135 Vt. at 616). In the context of zoning permit requirements, the Supreme Court has held that “[c]onditions that are not stated on the permit may not be imposed on the permittee.” In re Kostenblatt, 161 Vt. 292, 299 (1994) (holding that representations made by a landowner and findings of fact by a zoning board that were not expressed as explicit conditions in the zoning permit issued by the board may not be imposed). Therefore, we will refrain from finding an implied affirmative grant of a use within a series of building, plumbing, wiring, and zoning permits. In the present action, the implied grant would be based on the mere alleged knowledge of the building’s design in various permits that contain a clear, plain meaning.

Appellants’ motion for summary judgement in their favor for Question 3 is therefore **DENIED** and Appellee’s motion is **GRANTED**.

II. Whether the Use of the Property is Grandfathered or in Compliance with the CDO

Questions 1, 2, 5, and 6 address the Property’s compliance with the CDO and its grandfathered status.

Question 1 asks if “Diemer’s use of [the Property] which includes 3 five-bedroom apartments and 1 six-bedroom apartment in use since 1986, compl[ies] with [the CDO].” Question 2 asks if the use at issue at the Property is permitted or grandfathered under the CDO. Question 5 asks whether the 1970 Ordinance applies to the current use of the Property. Question 6 asks “[i]f the City . . . had knowledge of the use of [the Property] since 1986, are they barred from denying a request that the use be grandfathered?”

Appellant argues that the Property’s use is grandfathered as a nonconforming use under the CDO.

The term “grandfathered” refers to legally pre-existing uses that do not conform with present bylaws, but complied with all applicable laws, ordinances, and regulations prior to the enactment of the present bylaws. 24 V.S.A. § 4303(15). Determining if a use is grandfathered is

based on proving that its use was legal when it began. See Purvis Nonconforming Use, No. 45-5-15 Vtec, slip op. at 3 (Vt. Super. Ct. Envtl. Div. Jan. 27, 2016) (Durkin, J.).

Appellant argues that the relevant date for determining if the use is grandfathered is October 2000 when the “family” definition was amended. Appellant asserts the Property’s use legally pre-dated October 2000 because the City issued permits on the Property in 1986. In contrast, the City argues that December 21, 1970 is the relevant date for grandfathering analysis, as the Property did not comply with the City’s definition of “family” or “functional family unit” prior to December 21, 1970. We agree with the City’s assessment of the operative date.

The definition of “family” and “group quarters” as it existed in the December 1970 Ordinance was applicable to the dwelling at issue in an appeal decided in 2002 by this Court. See In re John Mentés, No. 132-6-00 Vtec (Vt. Envtl. Ct. May 10, 2002) (Wright, J.), *available at* <https://www.vermontjudiciary.org/sites/default/files/documents/ecrt132600docmsj.pdf>.⁴ At that time, the term “group quarters” was undefined. City’s Ex. G. The Mentés Court concluded that a dwelling unit occupied by seven unrelated adult students more likely constituted “group quarters” and, that being the case, their occupancy in a dwelling unit was in violation of the CDO. Mentés, No. 136-6-00 Vtec at 3 (May 10, 2002). In reaching this conclusion, the Court compared shared housing to those examples provided as prohibited group quarters such as dormitories, sororities, and fraternities. Id. at 2. The act of living as a group, sharing common spaces and household responsibilities make shared student housing like the statutorily prohibited examples of “group quarters.” Id. Mentés clarified that a group of seven unrelated students sharing household chores and responsibilities was prohibited pursuant to the definition of “group quarters” prior to October 2000.

Based upon the Court’s analysis in Mentés, and our determination that the 1986 Permits do not authorize the occupancy at issue in this appeal, we conclude that Appellant’s Property was not legally occupied prior to 2000. Appellant, therefore, must demonstrate that the current

⁴ Appellant argues that Mentés does not apply to the present action as the type of dwelling at issue is different. However, at issue in both this action and Mentés is the definition of “family” and “group quarters” as it relates to rental units since December 1970. We therefore conclude that Mentés is applicable.

use has been continuous since before the December 1970 Ordinance became effective. In reaching this conclusion, the Court can answer Question 5 as a matter of law affirmatively.

Appellant also raises the argument that the Property's use is a preexisting nonconformity. The analysis of a property's preexisting use is highly factual. In general, landowners have the burden of proving that their use is preexisting and was lawful under the zoning provisions before the applicable amendment. Town of Sandgate v. Colehamer, 156 Vt. 77, 87 (1990) (citation omitted). Appellant has failed to provide the necessary facts to show that the Property qualifies as a preexisting nonconforming use since before December 1970. Therefore, the Court cannot determine if the use is grandfathered and Appellant are not presently entitled to judgment as a matter of law.

However, the Court must also give Appellant's all reasonable doubts and inferences when considering the City's cross motion on this same Question. Fairpoint Commc'ns, Inc., 2009 VT 59, ¶ 5. The City has also failed to conclusively disprove a lawful preexisting use. Therefore, as the record has not been fully developed on this issue, both the Appellant's and the City's motions for summary judgment on Question 2 must be **DENIED**. We look forward to the parties' respective factual presentations on this legal issue at trial.

As the Court cannot conclude the Property is grandfathered, and the units at issue are currently occupied by more than four unrelated adults, the Court must conclude that the use of the Property is not currently in compliance with the CDO. Therefore, summary judgement with respect to Question 1 in favor of the Appellants is **DENIED** and the City's motion is **GRANTED** on that same Question.

Finally, Appellant does not cite, and the Court is not aware of, any authority supporting their assertion that knowledge by a municipality of the Property's nonconforming use is relevant when determining if a use is a preexisting nonconforming use. As such, the Court can answer Question 6 in the negative as a matter of law.

III. Whether the Court has Jurisdiction to Hear Issues Related to Enforcement

Question 7 asks if the City is "estopped from commencing an enforcement action for use of the 3 five-bedroom apartments and 1 six-bedroom apartment?" Question 8 asks if "24 V.S.A. § 4454 appl[ies] to Diemer's use of the property?"

In addition to arguing that the City is estopped from enforcing occupancy violations at the Property by the issuance of permits in 1986 and correspondence in 2003, Appellant argues the City's knowledge of the Property also precludes any enforcement action. The City, in their motion, argues that both Questions address actions outside the scope of the present appeal. We agree.

This Court has a limited scope of jurisdiction in this specific appeal. We do not have authority to consider issues on which the municipal panel did not conduct a hearing or render a substantive decision. Simendinger v. City of Barre, 171 Vt. 648, 652 (2001). The Court only has jurisdiction to address the issues that the DRB had the authority to address when considering the application before it. See In re Torres, 154 Vt. 233, 235-36 (1990); V.R.E.C.P. 5(g).

The present appeal is based on determining the grandfathered status of the Property; it is not an enforcement action. Because the DRB only considered whether the Property is grandfathered, this Court is without authority to consider enforcement issues.⁵ Therefore, Appellant's motion for summary judgement with respect to Questions 7 and 8 is **DENIED** and the City's motion as to those same Questions is **GRANTED**.

IV. Whether the City is Estopped from Refusing to Approve the Use of the Bedrooms

Question 4 asks if the City should be "estopped from refusing to acknowledge, allow or grandfather the use of the 3 five-bedroom apartments and 1 six-bedroom apartment after the City issued permits to add or construct the 3 five-bedroom apartments and 1 six-bedroom apartment in 1986?"

A party seeking equitable estoppel must satisfy four elements:

- (1) The party to be estopped must know the true facts; (2) the party to be estopped must intend that his conduct shall be acted upon by the party seeking estoppel; (3) the party asserting estoppel must be ignorant of the true facts; and (4) the party asserting estoppel must rely to his detriment on the estopped party's representations.

⁵ The Court notes Appellant's argument that the City's failure to approve the grandfathered status of the has the effect of an enforcement action. While the failure to obtain approval for the Property's status may hinder the sale of the Property, the Court cannot find the effect of non-approval to be enforcement for jurisdictional purposes.

In re Langloi/Novicki Variance Denial, 2017 VT 76, ¶ 13 (citations omitted). When a party seeks to use the doctrine against the government, the party must also demonstrate “the injustice that would result from denying the estoppel outweighs the negative impact on public policy that would result from applying estoppel.” In re Griffin, 2006 VT 75, ¶ 18, 180 Vt. 589.

Appellant has failed to present sufficient undisputed facts for the Court to determine if they are entitled to relief under the doctrine. For example, there is a dispute as to whether the City knew of the intended occupancy of the units at issue by more than four unrelated individuals when it issued the 1986 Permits. Further, the record has not been developed as to the issue of the City’s intent that the 1986 Permits would be relied on by the prior record owners to permit the occupancy by unrelated individuals or the prior record owner’s knowledge that such a use was potentially in violation of the CDO, and reliance on them by the prior owner to permit the occupancy. Therefore, both Appellants’ and the City’s motions for summary judgment for Question 4 are **DENIED**.

V. Whether the May 2, 2003 Letter Permits the Property’s Use

Question 9 asks whether the 2003 Letter “confirm[s] or permit[s] the use of the 3 five-bedroom apartments and 1 six-bedroom apartment?”⁶

Appellant argues that the letter is a certification of compliance and, therefore, a municipal land use permit that allowed the use of the bedrooms, by certifying there were no outstanding zoning violations at the time. Therefore, Appellant draws the conclusion that occupancy of these apartments by unrelated individuals was not in violation of the CDO. Further, Appellant argues that the letter was an appealable decision that has become final pursuant to 24 V.S.A. § 4472 and, therefore, the City cannot now enforce any violations that existed on or before May 2, 2003, as it failed to appeal the decision.

The City disagrees, arguing the letter only addresses zoning violations and complaints on file in the zoning records. Further, the City argues the plain language of the letter’s note stating that “[t]his memo does not include research of zoning permit files to insure all appropriate Zoning

⁶ Appellant characterizes the letter as a Certificate of Occupancy in their Statement of Questions. Appellant acknowledges in its motion for summary judgement this was a mistake and stated the document as a zoning compliance letter.

Permits and Zoning Certificates of Occupancy have been issued for the above property” means the letter could not be regarded as a certification that the occupancy of any apartment at the Property by four or more unrelated individuals (something that the record before us does not reveal was ever disclosed to the City) was somehow lawful. Zoning Compliance Request for 2-4-6-8 Hickok Place, Burlington, VT.

Before determining if § 4472 permits the occupancy, the Court must determine what the letter decides. We first note that, when interpreting permit terms, the Court seeks to implement the intent of the drafters, which we ordinarily determine by accepting the plain meaning of the words. Weston, 2003 VT 58, ¶ 16.⁷ The 2003 Letter determines that the identified parking spaces were grandfathered.

Reading the letter in its entirety, including the disclaimer and note about the scope of the City’s review when issuing it, the Court concludes the letter does not operate as a certificate of compliance pursuant to § 4303(11) such that the City could not subsequently enforce zoning violations potentially in existence prior to May 2, 2003.

In the 2003 Letter, the CEO makes a determination as to the grandfathered status of parking spaces identified by the Property’s prior record owner. While the letter indicates there are no outstanding claims on file with the City, it explicitly states no on-site inspection was conducted and no research into the permit files regarding Certificates of Occupancy or Zoning Permits related to the Property was done. Id. Because the letter expressly limits the scope of review conducted before issuing the letter, the Court cannot conclude that no zoning violation existed at the Property at the time or that the letter permitted the use of the Property at issue in this appeal. The Court can only conclude that, based on the plain language of the letter, that no outstanding complaints or claims were in the City’s files. Id.

To the extent Appellants argue the letter is an unappealed decision now final pursuant to 24 V.S.A. § 4772, the Court notes that, while the term “decisions” is not defined statutorily, “the word connotes finality . . . if a ‘decision’ does not resolve an issue it is not really a decision, but mere commentary or analysis.” Saxon Partners LLC BJ’s Warehouse Sketch Plan, No. 5-1-16 Vtec,

⁷ While this precedent relates to the interpretation of municipal permits, we believe it applicable to our quest to interpret the language of the 2003 Letter.

slip op. at 2 (Vt. Super. Ct. Envtl. Div. Jul. 15, 2016) (Walsh, J.). Commentary, guidance, or other non-binding discussions is not appealable under 24 V.S.A. § 4471(a). Id. (citations omitted).

As discussed above, the letter did not reach a final decision regarding potential zoning violations not on file with the City. To the extent the letter is an unappealed decision, it is final only regarding the specific issues addressed, including the grandfathered status of the identified parking spaces and that, based on limited information, no zoning violations were on file with the City at the time. The letter did not reach a final decision regarding the grandfathered status of the occupancy of some of Appellant's apartments by four or more unrelated individuals. We therefore conclude that the City is not precluded from contesting the use of the Property at issue in this appeal pursuant to 24 V.S.A. § 4472.

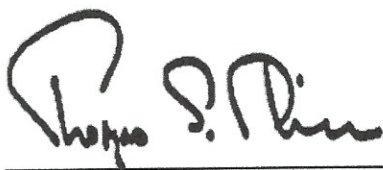
For these reasons, the Court **DENIES** Appellant's motion for summary judgment as to its Question 9 and **GRANTS** the City's motion for summary judgment as to that same Question.

Conclusion

For the reasons set forth above, the Court answers Question 5 in the affirmative and Question 6 in the negative as a matter of law. Further, Appellant's motion for summary judgment on all questions is **DENIED**. The Court **GRANTS** the City's motion for summary judgment on Questions 1, 3, and 7 through 9. The Court **DENIES** the City's motion on Questions 2 and 4. Therefore, Questions 2 and 4 will be resolved at trial.

The Court will schedule a pre-trial conference to discuss final trial preparations with the parties.

Electronically signed on December 29, 2017 at Burlington, Vermont, pursuant to V.R.E.F. 7(d).

A handwritten signature in black ink, appearing to read "Thomas S. Durkin", written over a horizontal line.

Thomas S. Durkin, Superior Judge
Environmental Division

EXHIBIT E

STATE OF VERMONT

SUPERIOR COURT

ENVIRONMENTAL DIVISION
DOCKET NO. 20-2-16 Vtec

In Re:)
DIEMER APARTMENTS, LLC)

CITY OF BURLINGTON'S
MOTION FOR SUMMARY JUDGMENT

NOW COMES the City of Burlington (the "City") and hereby moves for summary judgment in the above-referenced matter as there exists no genuine issue of material fact and the City is entitled to summary judgment as a matter of law. The City submits the following Memorandum of Law and its Statement of Undisputed Material Facts in support of motion.

MEMORANDUM OF LAW

This matter stems from an application to "grandfather" the occupancy of four apartments in the City of Burlington. Statement of Undisputed Material Facts (SUMF) 1. Burlington's Comprehensive Development Ordinance (CDO) requires the occupancy of a dwelling unit to be by a "family". Under the CDO, a "family" may include a number of occupancy arrangements, including members of a single family, all of whom are related within the second degree of kinship (by blood, adoption, marriage or civil union); a "functional family unit" as defined therein; persons with disabilities as so defined in Title VII of the Civil Rights Act of 1968, as amended by the "Fair Housing Amendments Act of 1988"; a state registered or licensed day care facility serving six or fewer children as required by 24 V.S.A. §4412(5); and no more than four unrelated adults and their minor children. CDO §13.1.2, Exhibit B at pgs. 13-17, 18 and 19.

Appellants claim that occupancy of 5 unrelated adults in 3 of their units and the occupancy of 6 unrelated adults in 1 of their units is grandfathered and therefore does not need to comply with the current occupancy requirements of no more than four unrelated adults. The burden to demonstrate that the occupancy is "grandfathered" is on the applicant seeking "grandfathered" status. See *Town of Shelburne v. Kaelin*, 136 Vt. 248, 252 (1978). To be deemed "grandfathered" the applicant must demonstrate that the occupancy is a pre-existing legal non-conformity-- that is, that it was legal prior to the ordinance change that made it non-complying with the City's zoning regulations. In addition, the applicant must also demonstrate that the occupancy has continued consistently without discontinuance for a year or more to retain the "grandfathered" status. CDO Section 5.3.4(b), Exhibit B at pgs. 5-15 and 16. As set forth further below, Appellant has not met that burden.

In addition to the grandfathering request, Appellants raise other issues such as estoppel and statute of limitations which are not properly before the Court. This matter is an appeal of an application for grandfathering, all other matters are outside of the scope of the review and therefore beyond the subject matter jurisdiction of the Court.

Each of the questions in the Statement of Questions is addressed in order below.

Statement of Question 1: Does Diemer's use of its property located at 2-8 Hickok Place, which includes 3 five unit apartments and 1 six bedroom apartment in use since 1986, comply with the City of Burlington Comprehensive Development Ordinance (the "Ordinance")?

The current zoning ordinance for the City of Burlington is entitled the Burlington Comprehensive Development Ordinance (CDO). In the CDO, an "[a]partment" is defined as: "[a] single dwelling unit located in a building containing more than two dwelling units or a single dwelling unit located in a mixed-use building. (See Dwelling Unit and Mixed Use Building)" CDO §13.1.2, Exhibit B at pgs. 13-5. The definition of a "Dwelling Unit"

includes, “[a]room or set of rooms fitted with a private bath, kitchen, and living facilities comprising an independent, self-contained dwelling space *occupied by a family* and where rooms are not let to individuals.....” CDO §13.1.2, Exhibit B at pgs. 13-16 (emphasis added).

The CDO’s definition of “family” includes in relevant part:

One or more persons occupying a dwelling unit and living as a single nonprofit housekeeping unit, but not including group quarters such as dormitories, sororities, fraternities, convents, and communes. Occupancy by any of the following shall be deemed to constitute a family:

- (a) Members of a single family, all of whom are related within the second degree of kinship (by blood, adoption, marriage or civil union).
- (b) A “functional family unit” as defined below.
- (c) Persons with disabilities as so defined in Title VII of the Civil Rights Act of 1968, as amended by the “Fair Housing Amendments Act of 1988”.
- (d) A state registered or licensed day care facility serving six or fewer children as required by 24 V.S.A. 4412(5), as the same may be amended from time to time.
- (e) No more than four unrelated adults and their minor children.

Provided that a dwelling unit in which the various occupants are treated as separate roomers cannot be deemed to be occupied by a family....

CDO §13.1.2, pgs. 13-17 & 13-18. Appellants have not asserted occupancy by a family per subsections (a) through (d); therefore, to be consistent with the current zoning regulations, each apartment would be limited to no more than four unrelated adults and their minor children. The occupancy of 3 units with five unrelated adults and 1 unit with six unrelated adults does not comply with the current zoning standards for the City of Burlington.

Statement of Question 2: Are the 3 five bedroom apartments and 1 six bedroom apartment at the Diemer’s property, in use since 1986, allowable or grandfathered uses under the City of Burlington’s Ordinance?

As indicated above, the current occupancy of 4 of Appellants apartments by more than 4 unrelated adults is not in compliance with the current zoning regulations. Appellants’ Statement of Question 2, however, questions the existence of the “five bedroom apartments

and 1 six bedroom apartment". To be clear, there is no zoning concern with the number of bedrooms in each unit; it is the occupancy that is at issue. You can have 4 unrelated occupants and a 5th bedroom that is used for guests or their children. You can also have 6 bedrooms, as there are a number of occupancy fact patterns that would comply with the definition of a "family". However, occupancy by 6 unrelated adults does not comply with the Ordinance. The only way for the over-occupancy to be legal is if it were legally pre-existing or "grandfathered".

Grandfathered/Pre-Existing Legal Non-Conforming Uses

The term "grandfathered" refers to legally pre-existing non-conformities, non-conformities that were legally in existence prior to a change to the zoning ordinance. To achieve a "grandfathered" status, the burden is upon the applicant to demonstrate that the property was in fact legal prior to the zoning regulation change and that the facts that made the property legal prior to the change have continued without cessation (which is defined as discontinuing for a year or more).¹ The determination of grandfathering therefore requires going back to ordinances in effect prior to the change and analyzing if the property was, at any time in its history, legal. If so, and that status has continued without cessation to the present, the property can be grandfathered—otherwise, it cannot.

City Ordinances

The first Zoning Ordinance in the City of Burlington was approved by Mayor John J. Burns on January 28, 1947. SUMF 2. Since then, the zoning regulations have been amended a number of times. SUMF 3. The following are excerpts from the definition sections of different versions of the zoning regulations through the years:

¹ There are circumstances in which the allowed time for discontinuance is more than a year, but those do not exist in this matter. See CDO Sec. 5.3.4(b).

- January 28, 1947²:
 - Apartment House: A building or portion thereof used or designed to be used as a residence for three or more families living as units independently of one another.
- December 1970³:
 - Apartment House: same as 1947
 - Family: One or more persons occupying a dwelling unit and living as a single nonprofit housekeeping unit, but not including group quarters such as dormitories, sororities, fraternities, convents, and communes.
- April 3, 1973⁴:
 - Apartment House: same as 1947 and 1970
 - Family: same as 1970
- April 8, 1994⁵:
 - Apartment: A dwelling unit in a building containing more than two dwelling units or a dwelling unit in a mixed-use building.
 - Apartment house: A structure containing three or more apartments.
 - Dwelling unit: A room or set of rooms fitted with a private bath and kitchen facilities comprising an independent, self-contained dwelling unit occupied by a family and where rooms are not let to individuals.
 - Family: Same as 1970 and 1973
- Approved October 16, 2000 (effective November 2000), zoning amendment #2000-16⁶:
 - Dwelling unit: A room or set of rooms fitted with a private bath, kitchen, and living facilities comprising an independent, self-contained dwelling space occupied by a family and where rooms are not let to individuals. Bathroom, kitchen and living facilities must be separate and distinct from bedroom facilities. Each bedroom must contain a minimum square footage consistent with the current minimum housing standards. Separate bathroom facilities will be deemed to exist only when it is possible to access such bathroom facilities without passing through a room which is designated as a bedroom. If there is more than one meter for any utility, address to the property, or kitchen; or if there are separate entrances to

² See Exhibit H.

³ See Exhibit G.

⁴ See Exhibit F.

⁵ See Exhibit E.

⁶ See Exhibit D.

rooms which could be used as separate dwelling units: or if there is a lockable, physical separation between rooms in the dwelling unit such that a room or rooms on each side of the separation could be used as a dwelling unit, multiple dwelling units are presumed to exist; but this presumption may be rebutted by evidence that the residents of the dwelling share utilities and keys to all entrances to the property and that they (A) share a single common bathroom as the primary bathroom or (B) share a single common kitchen as the primary kitchen. Each dwelling unit must have a minimum of one hundred eighty (180) square feet of parking space on the premises for every two occupants thereof, such parking area may not be in the front yard.

- Family: One or more persons occupying a dwelling unit and living as a single nonprofit housekeeping unit, but not including group quarters such as dormitories, sororities, fraternities, convents, and communes. Occupancy by any of the following shall be deemed to constitute a family:
 - (a) Members of a single family, all of whom are related within the second degree of kinship (by blood, adoption, marriage or civil union).
 - (b) A "functional family unit" as defined below.
 - (c) Persons with disabilities as so defined in Title VII of the Civil Rights Act of 1968, as amended by the "Fair Housing Amendments Act of 1988".
 - (d) A state registered or licensed day care facility serving six or fewer children as required by 24 V.S.A. 4412(5), as the same may be amended from time to time.
 - (e) No more than four unrelated adults and their minor children.

Provided that a dwelling unit in which the various occupants are treated as separate roomers cannot be deemed to be occupied by a family.

For purposes of this definition of family, a group of adults living together in a single dwelling unit and functioning as a family with respect to those characteristics that are consistent with the purposes of zoning restrictions in residential neighborhoods shall be regarded as a "functional family unit" and shall also qualify as a family hereunder....

In addition to changing the definition of family, the 2000 zoning amendment, #2000-01, also included modifications to Section 3.1.4, Residential Districts Established, which explicitly stated that occupation of dwelling units in RL, WRL, RM and WRM districts was limited to members of a family as defined in Article 30, Section 30.1.2. SUMF 9.

In 2008 the City's zoning regulations were rewritten and codified in the City's Comprehensive Development Ordinance. SUMF 10. The definitions of Apartment, Dwelling Unit and Family were not significantly changed from the prior versions. SUMF 10.

- **Apartment:** A single dwelling unit located in a building containing more than two dwelling units or a single dwelling unit located in a mixed-use building. (See Dwelling Unit and Mixed Use Building)
- **Dwelling Unit (or Housing Unit):** A room or set of rooms fitted with a private bath, kitchen, and living facilities comprising an independent, self-contained dwelling space occupied by a family and where rooms are not let to individuals. Kitchen, living and shared bathroom facilities must be separate and distinct from bedroom facilities. Each bedroom must contain a minimum square footage consistent with the current minimum housing standards. Separate bathroom facilities will be deemed to exist only when it is possible to access such bathroom facilities without passing through a room which is designated as a bedroom. If there is more than one meter for any utility, address to the property, or kitchen; or if there are separate entrances to rooms which could be used as separate dwelling units; or if there is a lockable, physical separation between rooms in the dwelling unit such that a room or rooms on each side of the separation could be used as a dwelling unit, multiple dwelling units are presumed to exist; but this presumption may be rebutted by evidence that the residents of the dwelling share utilities and keys to all entrances to the property and that they (A) share a single common bathroom as the primary bathroom or (B) share a single common kitchen as the primary kitchen. (See also definition of Family and Rooming Unit)
- **Family:** same as 2000 amendment

See Exhibit C. The January 30, 2008 CDO continued the residential occupancy limits in Section 4.4.5 (d) 5, C. In that Section, the occupancy limits of all dwelling units within the residential zones are limited to a family as defined in Article 13 (as provided above). SUMF 11.

Analysis

Based upon the ordinance review identified above, the relevant timeframes and requirements are as follows:

- November 2000 until present
- December 1970 through November 2000
- January 1947 through December 1970
- Prior to January 1947

There has been no assertion that the current 5-6 person occupancy is in compliance with the current regulations. To the contrary, the application for grandfathering starts with the basic understanding that it is not. The question then becomes was it ever legal, if so when, and then, whether the applicant can demonstrate the continuous (no period of discontinuance of a year or more) use of the property from the point in time it was legal until today.

Prior to January 1947, zoning permits were not required in Burlington. As such, the use of the 2-8 Hickok as an apartment building in whatever form of occupancy was legal. If Appellant could demonstrate the units and their occupancy levels were present in 1946 and have continued since then, it would be appropriate to acknowledge the property as a pre-existing non-conformity (grandfathered) with respect to that occupancy. However, that evidence has not been presented.

Between January 1947 and December 1970, there was no definition of family, so one would need to look at the common definition of family to establish the requirement. See *Franks v. Town of Essex*, 2013 VT 84, ¶ 8, 194 Vt. 595, 87 A.3d 418 (“Words that are not defined within a statute are given their plain and ordinary meaning, which may be obtained by resorting to dictionary definitions.”).

The meaning of word “family” necessarily depends on field of law in which word is used, purpose intended to be accomplished by its use, and facts and circumstances of each case. Most commonly refers to group of persons consisting of parents and children; father, mother and their children; immediate kindred, constituting fundamental social unit in civilized society. A collective body of persons who live in one house and under one head or management. A group of blood-relatives; all the relations who descend from a common

ancestor, or who spring from a common root. A group of kindred persons. Husband and wife and their children, wherever they may reside, and whether they dwell together or not.

The word conveys the notion of some relationship, blood or otherwise. In restricted sense, the word "family" may be used interchangeably with household.....

BLACK'S LAW DICTIONARY 604 (6th ed. 1990)(internal citations omitted). While there does not appear to be evidence regarding the occupancy during this timeframe, ultimately it is immaterial as the evidence in the record would contradict a claim that an occupancy consistent with this definition of "family" has occurred consistently even within the last decade.

This brings us to the 1970 definition of family which continued through until 2000 when the current definition was adopted. That definition of family was analyzed during an appeal before the Vermont Environmental Court, *In re: Appeal of John Mentos*, Docket No. 132-6-00 Vtec (Vt. Env'tl. Div. October 22, 2001 and May 10, 2002). The *Mentos* case stemmed from an appeal by John Mentos of the Zoning Administrator's decision not to take enforcement action against the owners of a 7-bedroom home at 36 North Willard Street occupied by seven unrelated students. The terms "Family" and "group quarters" were central to that case. The 1999 zoning regulations in effect at the time contained the same definition of "family" as adopted December 21, 1970. The Court found that "...to fall within the zoning use category of a single detached dwelling, the occupants of the house must satisfy *both* prongs of the definition of family. ...The shared student housing at issue... met the first prong of this test, in that the students were living as a single, nonprofit housekeeping unit, but found that material facts were disputed as to whether or not they also fell outside of the category of 'group quarters.'" The Court decided that occupancy by unrelated adult students

amounted to group quarters and was, therefore, prohibited under the zoning ordinance.

Pursuant to the Court's interpretation, the 5-6 person occupancy at 2-8 Hickok would not have been legal under the 1970-2000 definition of family either.

Ultimately, the burden is upon the applicant to demonstrate that at one point in time, the 5-6 person occupancy of the units was legal and that 5-6 person occupancy in those units continued without stopping (for a year or more) from then until the present. Appellants have not done so. While it may appear to be a heavy burden, one must keep in mind that one of the primary goals of zoning is to gradually phase out non-conforming uses. See *In re Lashins*, 174 Vt. 467 (2002). Zoning provisions allowing nonconforming uses should be strictly construed. *Id.*

Statement of Question 3: Did the issuance of zoning permits by the City of Burlington in 1986 to add or construct the 3 five bedroom apartments and 1 six bedroom apartment include the right to use and occupy the bedrooms?

The short answer to this question is "no," as there was no zoning permit in 1986 to add or construct the 3 five bedroom apartments and 1 six bedroom apartment. The zoning permit pertained to the removal of two windows, and the building permits were for various maintenance items—new wiring, piping, modifying windows, move a kitchen, repairs, etc. None identified adding new bedrooms. SUMF 13 and 14. Even if they did, as indicated above, the number of physical rooms is not at issue in this matter; the occupancy is at issue. The regulation pertains to occupancy, not number of rooms. One may have guest rooms or the unit may be occupied by another group that falls within one of the other 4 categories of the family definition.

Statement of Question 4: Is the City of Burlington estopped from refusing to acknowledge, allow or grandfather the use of the 3 five bedroom apartments and 1 six bedroom apartment after the City issued permits to add or construct the 3 five bedroom apartments and 1 six bedroom apartment in 1986?

The application at issue in this appeal is a request to acknowledge a pre-existing legal non-conforming use of the property, over-occupancy of 4 units. There were no permits issued in 1986 that were specific to the number of bedrooms in each unit. SUMF 13 and 14. Even if there had been, the issue is over occupancy, not the number of bedrooms. The actions of the City in 1986 do not meet the elements for equitable estoppel in this matter.

“The elements of equitable estoppel are well established in our jurisprudence: (1) the party to be estopped must know the facts; (2) the party being estopped must intend that his conduct shall be acted upon or the acts must be such that the party asserting estoppel has a right to believe it is so intended; (3) the party asserting estoppel must be ignorant of the true facts; and (4) the party asserting estoppel must rely to his or her detriment on the estopped party's former conduct.”

In re Griffin, 2006 VT 75, ¶ 18 citing *Jones v. Dep't of Forests, Parks, & Recreation*, 2004 VT 49, ¶ 15, 177 Vt.81, 857 A.2d 271. As noted in *Griffin*, the Supreme Court has analyzed the equitable estoppel doctrine in a number of regulatory cases.⁷ However, as further noted in *Griffin*, the courts “only rarely have found that estoppel was warranted”. *Griffin* at ¶ 18 citing *In re Lyon*, 2005 VT 63, ¶ 19, 178 Vt. 232, 882 A.2d 1143; *My Sister's Place v. City of Burlington*, 139 Vt. 602, 609-10, 433 A.2d 275, 279-80 (1981). In addition, the Court also stated, “We apply equitable estoppel against the government only in ‘rare instances’ when the elements of estoppel are met and the injustice that would result from denying the estoppel

⁷ Citing *Jones*, 2004 VT 49; *Wesco, Inc. v. City of Montpelier*, 169 Vt. 520, 739 A.2d 1241 (1999); *In re Letourneau*, 168 Vt. 539, 726 A.2d 31 (1998); *Agency of Natural Res. v. Godnick*, 162 Vt. 588, 652 A.2d 988 (1994); *In re Conway*, 152 Vt. 526, 567 A.2d 1145 (1989); *In re McDonald's Corp.*, 146 Vt. 380, 505 A.2d 1202 (1985); *Town of Bennington v. Hanson-Walbridge Funeral Home, Inc.*, 139 Vt. 288, 427 A.2d 365 (1981). *Griffin* at ¶ 18.

outweighs the negative impact on public policy that would result from applying estoppel.”
Griffin at ¶ 18 citing *Lakeside Equip. Corp. v. Town of Chester*, 2004 VT 84, ¶ 8, 177 Vt. 619,
865 A.2d 422 (mem.).

There is no indication in the permits issued in 1986 that the City was aware of or approved the number of occupants in each of the subject 4 units. There is also no indication that the then-owner of the property relied upon the 1986 permits to their detriment with respect to occupancy of the units. Estoppel is not appropriate in this matter.

Statement of Question 5: Does the City of Burlington’s 1970 zoning ordinance apply to the 2015 use of the Diemer’s property?

See response to Statement of Question 2 above. As it pertains to the application in this matter, the request is to establish a pre-existing legal non-conformity, so, yes, it does. The test for grandfathering is whether a use was legally pre-existing when the regulations changed. In this matter, that requires a review of the property’s compliance with the 1970 ordinance.

Statement of Question 6: if the City of Burlington had knowledge of the use of the 3 five bedroom apartments and 1 six bedroom apartment since 1986, are they barred from denying a request that the use be grandfathered?

Grandfathering is determining a pre-existing legal nonconformity; knowledge is not part of the legal analysis. The question is whether the nonconformity legally existed prior to the change in the zoning regulations that made it nonconforming. Further, as stated above, the existence of 3 five bedroom apartments and 1 six bedroom apartment is not the violation; the over-occupancy of the units is.

Statement of Question 7: Is the City of Burlington estopped from commencing an enforcement action for use of the 3 five bedroom apartments and 1 six bedroom apartment?

The matter before the Court stems from an application by Appellants to “grandfather” the occupancy of four apartments in the City of Burlington. SUMF 1. The City has not taken an enforcement action against Appellants. SUMF 12. This issue is beyond the scope of the application and therefore the Court does not have subject matter jurisdiction. See *In re Keenan Conditional Use*, 2009 WL 4396753 (Vt. Env’tl. Ct. June 4, 2009).

Statement of Question 8: Does 24 V.S.A. §4454 apply to Diemer’s use of the property?

24 V.S.A. §4454 does not apply to this appeal. As stated above, this appeal is predicated on a request for a determination that the occupancy is a pre-existing legal nonconformity. There is no enforcement action pending. Additionally, the Court’s precedent has established that a use violation is not subject to the 15 year statute of limitations in §4454. “In analyzing the applicability of statutes of limitations, violations due to the use of property are generally considered to be so-called ‘continuing’ violations, that is, to recur with each day of violation.” *St. Albans v. Hayford*, Docket No. 161-9-03 Vtec., (Vt. Environmental Ct., June 1, 2004) *at* 8.

Statement of Question 9: Does the City of Burlington’s Certificate of Occupancy issued in 2003 prior to the Diemer’s purchase of the property confirm or permit the use of the 3 five bedroom apartments and 1 six bedroom apartment?

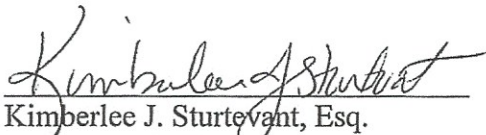
The issue of occupancy in this matter pertains to compliance with the City’s zoning standards. There is no zoning Certificate of Occupancy for the property issued in 2003. SUMF 15. The City of Burlington Rental Housing Inspection Certificate of Compliance

issued only speaks to Minimum Housing Standards pursuant to the Chapter 18 of the Burlington Code of Ordinances. This is a separate and distinct ordinance that goes to health and safety. It is not the zoning regulations for the City of Burlington. Additionally, the Certificate does not speak to the number of occupants in the units. SUMF 15.

Based upon the foregoing, the City respectfully requests the Honorable Court to GRANT summary judgment in the City's favor.

Dated in Burlington, Vermont this 8th day of July, 2017.

CITY OF BURLINGTON

By: 
Kimberlee J. Sturtevant, Esq.
Assistant City Attorney
Office of City Attorney & Corporation Counsel
149 Church St., Room 11
Burlington, VT 05401
(802) 865-7121

ksturtevant@burlingtonvt.gov

RECEIVED
FEB 05 2019

Scott Gustin

From: Michael Long <[REDACTED]>
Sent: Tuesday, February 05, 2019 8:38 AM
To: Scott Gustin
Cc: William Ward
Subject: 19-0436AP; 15-17 Weston St -- Updatedb Letter -- Additional Signatures
Attachments: weston no more than 4 letter final.docx

DEPARTMENT OF
PLANNING & ZONING

2/4/19

To: The Burlington Development Review Board

Regarding: 19-0436AP; 15-17 Weston St (RL, Ward 1E) Philip Irwin Aaron Appeal of NOV 345151 relating to occupancy of a dwelling by more than 4 unrelated adults (Project Manager: Scott Gustin)

Please deny this appeal and support our Code Enforcement Office and our zoning ordinance. This appeal is not supported for the following reasons:

1. This property cannot be "grandfathered" because, under the *Mentes* decision, the use of a dwelling unit by more than four unrelated adults was never legal. In fact, the four unrelated adult ordinance change *liberalized* occupancy requirements in the RL zone. Thus it cannot be accurately characterized as "arbitrary, capricious, or unreasonable."
2. This is a "use" violation and "use" violations never become "unenforceable" no matter how long they persist with or without interruption. The appellant correctly acknowledges that the Environmental Court has said 24 VSA sec. 4454 (the so-called "Bianchi" rule) does not apply to use violations. However, the appellant holds that the Environmental Court was wrong. The appellant has no authority to overrule the Court and its decision remain controlling before the DRB. Only the Environmental Court itself or the Supreme Court has authority to overrule.
3. The ordinance does make a generous exception for a "functional family," but the "evidence" submitted here by the appellant does not support the claim. Whether the tenants have known each other for more than a year is not relevant. A lease provision stating that they "shall" live as a functional family says nothing about whether they actually do. And finally, only the Code Enforcement Director is authorized to make the functional family determination, not the tenants or the appellant.
4. The appellant's argument regarding discriminatory enforcement is baseless since the City has limited resources. The appellant would have to show an improper motive, which he does not allege.

In conclusion, this appeal is without merit and should be denied.

Sincerely,

Michael Long 55 Henry Street
Caryn Long 55 Henry Street
Mary Moynihan 53 Henry Street

Sandy Wynne 137 Mansfield Avenue
Paul Bierman 86 Brooks Avenue
Anne Chapple-Sokol 143 N. Prospect Street
Richard Hillyard 43 Highgrove Court
Rebecca Mc Knight 22 Henry Street
Norman S. Ward 832 S. Prospect Street
Alexander Friend. 53 Henry Street
Robert Butani 31 Fletcher Place
Susan Butani 31 Fletcher Place
Steve Conant 69 Mansfield Avenue
Candace Page 26 Henry Street
Jack Menten S. Willard Street
Peggy Menten S. Willard Street
Hamilton Davis 26 Henry Street
Maggie Conant 69 Mansfield Avenue
Judy Rosenstreich 30 Henry Street
Kathy Olwell 136 N. Prospect Street
Ashley Bond 51 Henry Street

2/4/19

RECEIVED
FEB 05 2019

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Burlington Development Review Board

149 Church Street, City Hall
Burlington, VT 05401
www.burlingtonvt.gov/pz/DRB
Telephone: (802) 865-7188
Fax (802) 865-7195

Brad Rabinowitz
AJ LaRosa
Austin Hart
Springer Harris
Geoff Hand
Alexandra Zipparo
Zoraya Hightower
Jim Drummond, (Alternate)
Vacant, (Alternate)



BURLINGTON DEVELOPMENT REVIEW BOARD Tuesday February 5th, 2019, 5:00 PM Contois Auditorium, City Hall, 149 Church St, Burlington, VT Minutes

Board Members Present: B. Rabinowitz, A. LaRosa, A. Hart, G. Hand, A. Zipparo, Z. Hightower
Board Members Absent: S. Harris, J. Drummond (alt.)
Staff Present: Scott Gustin, Ryan Morrison, Layne Darfler

I. Agenda

B. Rabinowitz: 99 Rose street deferral proposed

II. Communications

B. Rabinowitz: Supplemental communications submitted for 15-17 Weston and 441 Shelburne Street

III. Minutes

B. Rabinowitz: Minutes from the January 8th 2019 meeting will be discussed at the upcoming deliberation

IV. Consent

1. **19-0476CA; 180 Intervale Road (E-AE, Ward 2C) Intervale Center Inc.**
Install a new driveway and parking area to the north of the farmhouse, and narrow the existing driveway to the south of the farmhouse (Project Manager: Ryan Morrison)

G. Hand and A. Zipparo Recused

B. Rabinowitz: Has the applicant received and reviewed the staff comments? Do you have any questions?

P. Dunseith: Yes, no questions

B. Rabinowitz: Do any members of the Board object to this item remaining as consent?

None

B. Rabinowitz: Any public present wish to speak about this project?

None

A. Hart: Motion to approve and adopt staff findings and recommendations

A. LaRosa: seconds the motion

4-0-0

2. **19-0496CA/CU; 99 Rose St (RM, Ward 3C) Emily Hunter and Eric Perkins**
366s.f addition for Accessory Dwelling unit. (Project Manager: Ryan Morrison)

G. Hand Recused

B. Rabinowitz: Request to defer, do I have a motion?

A. LaRosa: Motion to defer to date certain February 20th, 2019

A. Hart: Seconds the motion

5-0-0

3. 19-0504CU; 49 Mansfield Ave (RL, Ward 1E) Nancy Kaplan 1998 Trust/ Andrew N. Raubvogel Living Trust

Request one bedroom bed and breakfast (Project Manager: Ryan Morrison)

B. Rabinowitz: Has the applicant received and reviewed the staff comments? Do you have any questions?

A. Raubvogel: question about condition regarding hours

A. Hart: what they are talking about are the check in and check out times, not a curfew.

B. Rabinowitz: Do any members of the Board object to this item remaining as consent?

None

B. Rabinowitz: Any public present wish to speak about this project?

None

A. Hart: Motion to approve and adopt staff findings and recommendations

Z. Hightower: seconds the motion

5-0-0

V. Public Hearing

1. 19-0436AP; 15-17 Weston St (RL, Ward 1E) Philip Irwin Aaron

Appeal of NOV 345151 relating to occupancy of a dwelling by more than 4 unrelated adults (Project Manager: Scott Gustin)

A. LaRosa Recused

W. Ward: Tri-plex in Ward 1, residential medium density zone. The newest complaint came in December 29th, 2017, regarding a complaint about having more than 4 unrelated adults in one unit. Sent a warning letter that it is a violation of the ordinance to have more than 3 unrelated adults in a unit in that zone. Received response that the owner thought the issue had been resolved in 2013, some documents such as affidavits and deeds, that went back a couple decades, that said there were regularly 5 occupants, but didn't say unrelated and didn't go back to a grandfathered date. Phone calls and emails between January 5th and 8th. Sent email to address that the evidence they submitted was not sufficient. 5 bedroom occupied by 5 people, did not state related or unrelated. No Zoning Permit was applied for or acknowledged by a Zoning Administrator. Asked for more significant proof. Requested they apply for a zoning permit or apply for a zoning determination. February 6th notified that no response had been given February 20th was given a March 15th deadline. Attorney David Greenburg responded on Mr. Aaron's behalf that they wait to make decision until April 15th, 2018 when Mr. Aaron was back in Vermont. Agreed that time would be fine. June 25th, 2018 wrote out requesting response and notification that they would proceed unless application was filed with Planning and Zoning. Didn't want to inspect over the summer as occupants may move out and wanted to wait until September for school kids to be back. Oct 4th housing inspection was scheduled. Inspector Matt Perry inspected unit 1, noted the property owner did not show up and that the building was for sale. Sale listing demonstrated that the building was occupied by 5 people. Lease for a 5 bedroom with a per room rate. Unless family that was continuing use. Decision made that the NOV be issued. October 2018 issued NOV. Appealed within 15 days.

and January 1987 mayor owned the prop and it was occupied by 5 unrelated adults at the time. Phil Aaron 2019 affidavit adds the words unrelated to the occupancy in previous affidavit. Approval of 5 unrelated requires zoning approval and conversations with city departments. Does not have functional family approval. Applicant claims discriminatory treatment. Did not include specific addresses for Code Enforcement to check but we have several properties with similar issues. This is on page 9 but we request the DRB to uphold the zoning violation; owner shall submit a lease of unit 1 for each calendar year; reduce unit 1 occupant count to 4; submit zoning application within 30 days with appropriate fee; submit zoning determination to Planning and Zoning; request agreement with zoning administration that includes reasonable timelines to cure the NOV.

A. Hart: we've had these types of cases before and the pre-existing non-conforming use has come up before; your response is to comply with the zoning offices before appealing a code enforcement action

W. Ward: Provided previous examples, this is not a new status or process. If he thought he had a grandfathered status he just needs to apply for determination and then he wouldn't have needed to come to DRB if determination was affirmative, but there was no submittal.

G. Hand: We can decide if it was grandfathered now? Or not because it wasn't submitted as a determination?

K. Sturtevant: Appeal of NOV is before you, whether or not there is a violation.

G. Hand: whether satisfied or not there is a defense in them saying no I'm grandfathered, shouldn't they be able to raise that to us?

A. Hart: a lot of paperwork to review, but can't tell the owner they can't use that as a defense because they didn't follow the procedure.

B. Rabinowitz: we've had many projects come before us asking us to approve grandfathered condition, maybe because those determinations go to code enforcement and that's why we don't see them.

K. Sturtevant: there have been a number of grandfathered requests but not many get appealed

G. Hand: no legal issue in why we can't look at it as being grandfathered.

K. Sturtevant: the Ordinance has a process to review non-conformities, it has not been followed so there has not been a determination.

B. Rabinowitz: functional family and that an app has not been received or pursued. Use pre-existing use would be non-conforming. I think the issue is a legal status pre-existing. If it pre-exists before 1970 it would be grandfathered

K. Sturtevant: Yes

A. Hightower: 1970 vs 2000 date of when family definition changed

K. Sturtevant: 1970 date because of another case where the actual date was for the family definition and what applied beforehand. 1970 determined group quarters. 2000 Ordinance changed to allow for functional family. It gave opportunity for an alternate definition.

G. Hand: we need to look back to 1970, affidavits don't reach back that far?

W. Ward: correct and there are also affidavits that don't state unrelated, just 5 people. Those affidavits that don't say unrelated should not be seen as meeting that standard

K. Sturtevant: Whether or not your looking at grandfathering. Raised estoppel; board has said before it is not within the board purview to look at

P. Aaron: dealing with an alleged violation for unit 1. Object to recommendations made by zoning in their submission in response to the appeal. In submission, I made suggestion and request that recognize this is a unique situation. Asking you to reserve decision based upon the fact that these issues are being raised in the superior court currently. This board should reserve its decision until the court renders a final ruling on the issue on grandfathering and functional family and the 15 year period of time. If

B. Rabinowitz: we've had this situation before and don't pause for pending litigations

G. Hand: we need to respect the law as it stands now until it is changed.

P. Aaron: stating I'm proceeding incorrectly, if one looks at violation there is only 2 options, remedy options or file for application to have your house declared a grandfathered house or appeal. There were 2 choices apply or appeal. Not going to go through the affidavits because we've already discussed why we don't want to make changes while the courts look at this and change it means we can keep it. Address the theory of estoppel. Judge Durkin recognizes estoppel, while rarely used does exist and is a proper argument. By virtue of the laws of estoppel the city can't enforce it

A. Hart: The Environmental Court has the ability to take estoppel into consideration, we do not.

P. Aaron: not familiar with what your jurisdictional power is with these appeals. Review entire situation and see if it's applicable. If your determination is not based on the entire situation than how can you honor the recommendations. Discussed estoppel case example. Listed why in this unique situation why estoppel is a relevant argument and why the board should consider it. If it's not in your purview than I won't waste your time.

G. Hand: if we assume we can look at estoppel and we can't determine a grandfathered date. Do you agree the 1970 date should be looked at? If not then what date?

P. Aaron: my understanding of what occurred is that as a result of Bianchi case the legislature determined that there has to be a cut off and there has to be a stability in titles and so forth, if you do "a,b,c" in 15 year period and it is a continuous use than it is grandfathered. The city uses a stricter term than the state. Typically that's where I get caught in this issue, when we bought the property, before the change of zone, we did a very comprehensive due diligence. Retained attorney who did a title search and found that when law firm examined house we found 5 bedrooms, found unit in back and front, and in basement they found another unit. The unit in basement was done unpermitted. As a result, attorney requested code or zoning to do an examination of the house from point of view that all permits were in place and that we were buying a 5 bedroom house with two other units. Eventually with code help the basement unit was closed off and they allowed removal of all fixtures. From that point on we continuously followed through with a continued use. 1992 was the first registration and was given the lease he gave registration that showed 5 people. The city was noticed that 5 people were living there. There is instability by going back to 1970 and as my submission shows I was able to take it back to 1972 to the person who converted it to 5 bedroom. Spoke to previous owner who stated it was leased to college kids.

B. Rabinowitz: the determination that you spoke of is that in the packet you submitted?

P. Aaron: couldn't find exact document, but in that date there is an application to add another apartment and in that application the person examining they list there were 5 bedrooms. I did the history and found old owner who changed the unit to be used as college apartments. Another previous owner knew the other prior owner was going to convert it into student housing. Previous owner stated he bought it with 5 unrelated. When the law was changed, we never thought that we were out of compliance because inspectors had been through the building and registrations were submitted.

G. Hand: is the unit rented out now?

P. Aaron: Yes, rented out until May 25, 2019 to 5 College kids and then already leased out for the next year

B. Rabinowitz: The determination that you're referring to, that is not the Zoning Board of Adjustment minutes that talk about staff comments is it?

P. Aaron: there is one going further back before 1994

B. Rabinowitz: two issues that the city has presented. One being the grandfathering and is the 15 year period really what it's about or is it the 1970 date. Second is the

K. Long: this is a great business plan because you turn a living room into a bedroom and get to rent it out. Place is rented per bedroom not as a home. To me that is a boarding house. Feel this place has been an eye sore in neighborhood. Pictures have been sent in over the years. Furniture left outside. Often there are cars parked against the sidewalk.

B. Rabinowitz: this may have other problems but we have limited ability here in terms of the legality

K. Long: CDO is supposed to protect the neighborhood and the residents in these homes. This is a major issue in the City of Burlington. It is a personal issue because we have to deal with the noise and the growing intensity of density in the neighborhood. Three units in a low density zone isn't allowed, glad basement unit is removed. Need to uphold and respect the laws; functional family is not renting out per bedroom.

M. Long: support code enforcement office to uphold NOV, the appeal is without grounds. This property cannot be grandfathered because another decision determined it was never legal to have more than 4 unrelated adults at this property. This is a use violation and those never become un-enforceable. The appellant held the environmental court was wrong but they don't have the authority to overrule the courts. The ordinance does make a generous exception for functional family but nothing the appellant shows supports a reason to meet those exceptions. Appellant's argue regarding discriminatory treatment is unsupported.

A. Hart: owner is requested the Board defer or not take action until a court case is decided, but wondering if are action is to go back to 4 tenants his argument is that the court ruling could make the use legal.

K. Sturtevant: The case the appellant is referring to is done, there is no case before the courts right now. That was over quite a while ago. No case regarding functional family or 15 year right now. Environmental Court upheld 240 North Ave duplex to triplex use violation which is now going to supreme court.

A. Hart: you also stated a rental registration where it stated 4 occupants, raising the abandonment or non-continuous use. There has to be non-continuous use for a year, how does the rental registration form tell us how long that was discontinued.

W. Ward: Keith Aaron's affidavit shows discovery of inaccurate registration but they submitted an additional amended form where they submit it stating 5

K. Sturtevant: you do have the decision of the Demar case where it discussed 5 bedroom or 5 occupants. You can have a family in 5 bedrooms. Had question before about what you can look at for defenses. Not looking at non-conforming use or the 15 year limits. Object to estoppel; was some confusion over the difference between grandfather and 15 year statute. They are different. Grandfathering goes to a certain date 15 year question is based off environmental court decision stating use violations do not fall into limitations.

P. Aaron: would like to clarify 15 Weston St was not converted a living room to bedroom. Actually has 5 actual bedrooms, tenants pay 1 fixed rent for the entire rent for the entire house not per bedroom. Given wrong case, corrected 240 North Ave. they are bedrooms with egress window, life safety, dimension, safety.

K. Aaron: no parties in house, lived in that house all summer.

B. Rabinowitz: Closed public Hearing

2. 19-0355CA; 441 Shelburne St (RM, Ward 5S) 441 Shelburne Rd, LLC

Convert boarding house and duplex to 10 unit residential apartments with associated site improvements. Reapplication for expired zoning permit. (Project Manager: Scott Gustin)

Z. Hightower: Recused

M. Richardson: Timeline is, agree to start siding within 2-3 months the parking management and completion of project within 2 years; starting 2-3 months. Board needs to consider budget, this project was thrown off course by permitting costs.

A. Hart: having your builders take longer to do work doesn't add costs; you've have over 2 years to finish this. Looking forward, start within 2-4 months. Reasonable to hold you to a completion date to siding work. Suggestion?

M. Richardson: 1 year term for siding

B. Rabinowitz: it seems it could be done quicker, is this rented out?

M. Richardson: no, its not vacant either; need to get it done sooner but need more funding

G. Hand: commit to start within 2-3 months, why would it take another 9-10 to get the rest up.

M. Richardson: we have to remove and rebuild the 435 portion and the only thing remaining is floor joists; studs replaced/reinforced and then foundation is being reinforced, just finished that a month ago. Requires jacking and shifting the house. All under the approved plans. We have half of the bldg. sheathed, not on 435. Only south side is ready for siding.

G. Hand: permits have a time period for a reason, one of those is the impact on the neighborhood. Your permit expired, but you're coming back asking us for another 2 years. With a shortened time frame we were looking at approval, but now you're asking your neighbors for another 2 years. Project done within 2 years.

B. Rabinowitz: exterior work stating within 2-3 month? Parking Management plan, car share membership incentive

M. Richardson: correct need to complete south end framing then we can start siding. Not trying to be difficult. There are 4 car share sites within 5 mile range, closest is on locust. Reminder that keeps getting noted, reminder letter about permit expiring. That was sent to an old email. That is the reason I never really knew that I had a one year extension period. Staff report makes it seem like I blew off a reminder. When discussing permit expiration with Scott Gustin he mentioned a reminder email but I never got it, it was sent to an old email.

A. Zipparo: the email was incorrect but you were aware of when the permit was going to expire; those reminders are courtesy letters not required. Staff does that as an extra step.

M. Richardson: was notified when permit was picked up, the engineers stated they lost track of the time as well.

J. Govoni: sympathetic to situation and appreciate that it is a challenging and ambitious project. It greatly impacts the neighborhood and own property. It has caused significant damage to my property. Best outcome is that it gets completed as soon as possible. Don't know if I see any good faith dealing evidence.

B. Rabinowitz: any activity on north end of the house?

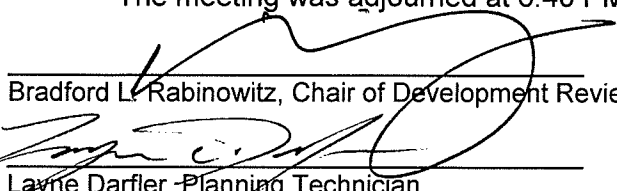
J. Govoni: yes, I want to be generous to Mitchell but it is greatly challenging; there has been work on the end facing me and there has been challenges that are ongoing.

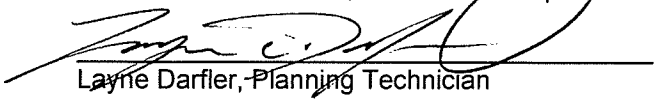
M. Richardson: I have tried to be pleasant and understanding to all the neighbors. Have been given a lot of positive feedback, Jeff is the only negative response. Damages to his fence occurred and we tried to remedy but was given too high of a quote. Trash has been removed; dumpster on his side has been moved. He has had a long time of conflict with the property. I've taken it over for the last 3 years and am just asking for a little time.

B. Rabinowitz: Close the public hearing

VI. Adjournment

The meeting was adjourned at 6:40 PM


Bradford L. Rabinowitz, Chair of Development Review Board


Layne Darfler, Planning Technician

2/20/19
Date

2-20-2019
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.

