

June 28, 2022 Cleary email:

Hello Scott,

Just a quick note.: The reason I think we should have been notified about the changes to the fence permit is that the settlement added new construction elements unrelated to the fence.

The turn-around, which clearly may affect our property, especially with Mr. Purvis' aggressive attitude toward parking, was not in the original permit. In my opinion, notification should have been sent to relevant neighbors, so that they could consider the impact.

Beyond that, I am concerned that Mr. Purvis has continued to mislead the City about his plans and lot coverage. He may already be violating the "good faith" clause of his most recent settlement agreement.

Mr. Purvis has deposited new gravel on the easement and on the South-East part of his property . This seems to telegraph a desire to use the "turn-around" as a driveway onto the Easement or further. In addition, a new Zoning Permit to "resume my legal use" (*sic*) seems to undermine the finality of the settlement, as he had already agreed to cease further appeal. It appears that he is attempting to use concessions granted in settlement as leverage to reopen the appeal. I don't think that's how a final resolution is supposed to work...

Purvis has broken a number of settlements with the City in the past. As such, his good faith in any new agreement should NOT be assumed.

I will follow up with photos of newly placed gravel (May/June 2022), with comparison photos to show that it is recent.

Regards,

Joseph Cleary
Burlington, Vt

July 8, 2022 Cleary email:

Scott,

Apologies for taking so long, here are photos from June 12 and June 23.

They clearly show new gravel deposited on the easement/southern strip and on Purvis' Southeast corner of his lot. It appears he has done so in preparation for further parking and in direct violation of his submitted site plan/lot coverage, which does not show gravel/parking on these areas. Furthermore, the easement area is recognized by the City as Green Space for our Lot Coverage.

This activity is directly at odds to the recent settlement signed by Mr. Purvis, which is the basis of his fence permit.

A new permit application, zp-22-389, is similarly at odds with the settlement agreement. In the agreement, Mr. Purvis ended his appeal of claimed parking rights/structure, and agreed to a specific compromises:

Section 6 of the aforementioned agreement reads: “ Upon execution of this Agreement and receipt of a site pan per section 9(c) below, the City shall issue Owner's pending fence permit *conditioned upon the on-going good faith compliance with this Agreement.*”

I have added italic emphasis to the section that I believe Mr. Purvis is currently violating. His gravel-deposition activity and new appeal/determination are the opposite of any “good faith compliance”. There is no way that his current actions pass the “good faith” smell test.

Can you confirm that Mr. Purvis has withdrawn from the recent settlement in order to pursue further parking and determination/appeal? If he has not withdrawn, can you confirm that Mr. Purvis fence permit will be withheld pending his “good faith compliance" with the Agreement?

As of today, I have NOT seen any new Z-card posted at 164 N. Willard, so Purvis' new permit application has also failed to comply with that requirement.

Thank you for your attention, and for any detail that you can share on these new developments of an old issue.

Joseph Cleary
Burlington, Vt















July 19, 2022 Cleary email:

Hello Scott,

If you review the photos again, you will see that there is new gravel laid (in the foreground) near the stump and compost bins, neither on the easement Nor the “strip”. This gravel is not part of the lot coverage plot given with the recent fence permit

Additionally, here are new photos of MORE gravel being laid in the area you referenced (different from above). I’ll attach. In a separate email.

My impression of this new permit is that Mr. Purvis will try to use the “turnaround” as a DRIVEWAY to park on the EASEMENT, and then claim that he Is complying with the settlement. This is clearly not allowed, as the terms of the agreement specifically say that ALL parking (for the property) will be on the pavement or the garage. Any further compromise that allows Purvis to park on the easement, whether by Zoning/DRB decision or interpretation of the settlement, will perpetuate the activity of the original complaint from 2014, and is not acceptable. City Code is clear that “ingress and egress” for the purpose of parking is defined as parking,

and therefore any use of the turnaround for a driveway-like purpose would in fact be a parking use. Finally, there is the clause that Mr. Purvis must comply “in good faith”, in order to receive the fence permit. Any missed deadlines (and there have been several already) are further evidence against his good faith compliance. Mr. Purvis strategy is clearly to try to re-negotiate the settlement agreement--really to change the goalposts. I would ask that the city remain firm regarding the parking allowed, which, “Will only occur on the currently established and recognized, paved portions of the property’s driveway or in the garage.” (Settlement agreement with the city).

I continue to question whether his current position could be defined as “good faith” compliance, since it is essentially a new appeal going back to the the 2014 complaint. Mr. Purvis should not be allowed to re-open the complaint he calls DRB1, as this appeal was lost by him at the Vermont Supreme Court.

What is the current status and timeline of the new permit? It is a vague application to “restore rights”; what is the specific (parking) proposal contained?

Thanks,

Joseph Cleary
Burlington, Vt