

## Department of Planning and Zoning

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Nic Anderson, Zoning Clerk  
Elsie Tillotson, Department Secretary



**TO:** Development Review Board  
**FROM:** Scott Gustin & Mary O'Neil *moniel*  
**DATE:** February 25, 2014  
**RE:** Deliberative motion from February 24, 2014 relative to:  
14-0671CA/MA; 194 St. Paul Street  
14-0672CA/MA; 1 Browns Court  
14-0721CA/MA; 14 Browns Court

### Board Members Present:

Michael Long, Brad Rabinowitz, Jonathan Stevens, Missa Aloisi, Israel Smith, Ali Zipparo.

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

### Motion by Brad Rabinowitz:

I move to re-open the hearing on 14-0671, 14-0672, 14-0721 CA/MA and ask the applicant to verify the following:

1. The dumpster location is not acceptable as is and needs to be moved away from the house ( in a different location) or somehow dealt with differently.
2. They need to provide elevations or renderings of the buildings with the adjacent properties on Maple Street and King Street.
3. We want an elevation that shows the Browns Court elevation in context with adjacent properties. (They had a 3-d view of this- without the Brown's Court Houses- they could add the simple massing of these into that view...)
4. They need to address the CATMA plan and explain how this project is specifically addressed in the CATMA plan as it exists today;
5. They need to clarify the guidelines and the management of the student housing and how that will be accomplished;
6. The Browns court elevation should have materials on par for (with) the rest of the building.
7. Inclusionary zoning – more clarification – some question about the inclusionary units will be dispersed. What we were looking for is a better/clearer statement of how Champlain sees themselves as meeting the Inclusionary requirement. (Thy had a verbal answer)
8. There are inconsistencies in the elevations; the materials are not called out properly. Corrected elevations were not submitted.
9. How the units are screened on the roof should be addressed.
10. Visibility of garage lighting from the street – provide some screening so that you are not looking into the brightly lit area.
11. Our analysis is that Brown's Court will be the main entrance for the occupants of this building. The applicant is offered the opportunity to discuss. (As the preference would be for St.Paul to be the main entrance.)

Michael Long – 2<sup>nd</sup>.

Vote 6-0 to re-open public hearing.

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**TO:** Development Review Board  
**FROM:** Scott Gustin & Mary O'Neil  
**DATE:** March 18, 2014  
**RE:** 14-0671CA/MA; 194 St. Paul Street  
14-0672CA/MA; 1 Browns Court  
14-0721CA/MA; 14 Browns Court

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**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: DT Ward: 6

Owner/Representative: Champlain College & City of Burlington / Eagles Place, LLC

**Request:** Construction of mixed use building with ground-floor commercial space, 115 residential units and enclosed parking. Development to merge three existing lots.

### **Applicable Regulations:**

Article 3 (Applications and Reviews), Article 4 (Maps & Districts), Article 5 (Citywide General Regulations), Article 6 (Development Criteria & Guidelines), Article 8 (Parking), Article 9 (Inclusionary & Replacement Housing), Article 10 (Subdivision), Article 11 (Planned Unit Development)

### **Background Information:**

The applicant is seeking approval of a 115-unit, 6-story apartment building with 4,300 sf ground-level retail space and enclosed parking. The proposal is to redevelop the existing Eagle's Club and Browns Court parking lot properties and would involve the merger of these properties into a single parcel. The project is being pursued in partnership between the City of Burlington and Champlain College and is the culmination of a decades-long effort by the City to redevelop the Browns Court parking lot property. The development includes significant construction within the public right-of-way and involves coordination with the Department of Public Works. As the project involves three separate properties, three separate permit applications have been filed. They are reviewed concurrently as one.

The Conservation Board reviewed the project January 6, 2014 and unanimously recommended approval subject to the following comments and conditions:

1. Support the parking waiver
2. Suggest expanding the interior bike parking room to a location more accessible to Maple Street (utilize current dead space in garage)

3. The applicant should do a pre- and post-stormwater flow analysis assuming green field site and see if the tanks could feasibly be resized
4. Know for sure if stormwater volume will be affected by ground water
5. Recommend that sidewalk width be increased
6. Utilize the foundation drainage capacity to accept runoff between the sidewalk and building

Additional information and revised project plans have been submitted per the Conservation Board's recommendation. Additional bike racks have been added within the interior garage space. An updated stormwater analysis has been done and resulted in the inclusion of an additional underground stormwater tank for expanded detention capacity. Granular backfill around the foundation will allow for additional stormwater infiltration between the sidewalks and building. The 5' sidewalk will be widened to at least 6' along St. Paul Street. Note that no parking waiver is included in this proposal per Article 8 of these findings.

The Design Advisory Board reviewed this project January 14 and 28. Initial concerns about the appearance of the penthouse, St. Paul Street garage ventilation openings, and the public/private interface along the street level were addressed in revised project plans. The DAB unanimously recommended approval of the project as presented. Though the St. Paul Street sidewalk is in the public right-of-way, the Board recommended that it be widened to 7' or 8'.

The site plans depict a 6' wide sidewalk along St. Paul Street – 1 foot wider than the existing conditions. Utility and street tree constraints appear to prevent a wider sidewalk; however, the applicant and the Department of Public Works will continue to evaluate the feasibility of a wider sidewalk.

The Development Review Board initially reviewed this project February 18, 2014. The Board raised a number of questions but opted to close the public hearing. At its February 24, 2014 deliberative meeting, the Board identified a number of items in need of revision or further information. The Board moved to re-open the public hearing in order to afford the applicant an opportunity to address the following items:

1. The dumpster location is not acceptable as is and needs to be moved away from the house (in a different location) or somehow dealt with differently.
2. They need to provide elevations or renderings of the buildings with the adjacent properties on Maple Street and King Street.
3. We want an elevation that shows the Browns Court elevation in context with adjacent properties. (They had a 3-d view of this- without the Browns Court Houses- they could add the simple massing of these into that view...)
4. They need to address the CATMA plan and explain how this project is specifically addressed in the CATMA plan as it exists today;
5. They need to clarify the guidelines and the management of the student housing and how that will be accomplished;
6. The Browns court elevation should have materials on par for (with) the rest of the building.

7. Inclusionary zoning – more clarification – some question about the inclusionary units will be dispersed. What we were looking for is a better/clearer statement of how Champlain sees themselves as meeting the Inclusionary requirement. (They had a verbal answer)
8. There are inconsistencies in the elevations; the materials are not called out properly. Corrected elevations were not submitted.
9. How the units are screened on the roof should be addressed.
10. Visibility of garage lighting from the street – provide some screening so that you are not looking into the brightly lit area.
11. Our analysis is that Browns Court will be the main entrance for the occupants of this building. The applicant is offered the opportunity to discuss. (As the preference would be for St. Paul to be the main entrance.)

The applicant has submitted a written response to the above items. Associated project plan revisions have been submitted as well. The responses and plan revisions are as noted in these findings.

Previous zoning actions for this property are listed below.

- 11/13/13, Approval to demolish structure and parking areas and to excavate
- 1/9/09, Approval to change use to temporary boarding house
- 7/27/06, Approval to install freestanding sign
- 11/9/99, Approval to install parallel sign
- 8/27/97, Approval to install replacement 2<sup>nd</sup> floor windows
- 1/28/93, Approval to install a telecommunications cabinet

**Recommendation:** Certificate of Appropriateness and Major Impact Approval as per, and subject to, the following findings and conditions:

## I. Findings

### Article 3: Applications and Reviews

#### *Part 5, Conditional Use & Major Impact Review:*

#### *Sec. 3.5.6, Review Criteria*

##### (a) Conditional Use Review Standards

##### *1. The capacity of existing or planned community facilities;*

The proposed development will require significant water and sewer. Adequate capacity is available; however, written confirmation from the Department of Public Works is required.

**(Affirmative finding as conditioned)**

##### *2. The character of the area affected;*

The subject property is located south of the city's downtown core within the Downtown Transitional zone, one of several Downtown Mixed Use zones. The immediate vicinity has seen significant redevelopment of the TD Bank block and of 173 St. Paul Street (the Stratos condos). This redevelopment has resulted in an intensification of use along this section of St. Paul Street reflective of the intent of the Downtown Transitional zone. This project continues that intensification of use and fills in a significant gap in the city's urban fabric between the Vermont

House to the north and Decker Towers to the south. While large, the project is within the scale of development anticipated along this corridor.

The Downtown Mixed Use zones are intended to form the primary urban center of the city with a diversity uses. Development is supposed to be intense with large tall buildings placed closely together. Buildings should be oriented towards the street and present a lively pedestrian interface. Commercial uses are recommended along the street level with residential uses above. Parking should be placed within or behind structures. The proposed development is consistent with this intent. **(Affirmative finding)**

*3. Traffic on roads and highways in the vicinity;*

A brief traffic analysis has been provided. While the proposal includes 115 apartments, none of the onsite parking will be available to the residents. The apartment building will house Champlain College students and will be included in the Joint Institutional Parking Management Plan. As a result, all students will be required to park offsite at the College's Lakeside Avenue parking facility. Shuttle service will link the new building to the College campus and to the Lakeside Avenue parking facility. The existing 42-space public parking lot at Browns Court will be replaced with 66 parking spaces within the new building. At least 65 of these spaces will be available to the public. Anticipated trip generation is expected to be nearly equivalent to existing conditions. The Department of Public Works has reviewed the project plans and the traffic brief and concurs with the estimated traffic generation. Public Works has tentatively accepted the bump-out on St. Paul Street for the shuttle pick-up but requests further discussions with the applicant about the final on-street design of this project. **(Affirmative finding as conditioned)**

*4. Bylaws then in effect;*

As conditioned, the project is in compliance with all applicable bylaws. **(Affirmative finding)**

*5. Utilization of renewable energy resources;*

The utilization of alternative energy has not been incorporated into this proposal. The large flat roof may be able to host a solar array in the future. **(Affirmative finding)**

*6. Cumulative impacts of the proposed use;*

The residential use is permitted in the DT zone. As a result, this criterion requires that cumulative impacts be considered negligible.

The Board requested information as to how the proposed student housing will be managed. The applicant has responded that all undergraduate residential students, whether on campus or off, are held to a code of conduct contained in the College's residential handbook. In addition to the College's handbook, a lease agreement will establish rules and expectations relative to occupant behavior and consequences for misbehavior. Among other items, the draft lease agreement articulates standards relative to good neighbor policy, onsite parties, noise, the exterior appearance of the building, and consequences for noncompliance. In sum, expectations for behavior and consequences for misbehavior are clearly articulated, and the College will retain an active role in management of the proposed residence. **(Affirmative finding)**

*7. Functional family;*

This criterion does not apply to the subject permit request.

*8. Vehicular access points;*

Two vehicular access points are proposed; one from King Street and the other from Maple Street. Each one accesses the interior parking spaces. **(Affirmative finding)**

*9. Signs;*

No signs are included in this proposal.

*10. Mitigation measures;*

The proposed development is not expected to generate any noxious effects such as excessive noise, glare, or emissions. **(Affirmative finding)**

*11. Time limits for construction;*

The project is to be constructed within the standard 2-year time frame. **(Affirmative finding as conditioned)**

*12. Hours of operation and construction;*

Hours of operation do not apply to the residential units. The proposed retail space is permitted in the DT zone and need not be limited in hours of operation as a conditional use might be.

The applicant requests hours of construction like those approved for the “Residential Tri” student dormitory project on campus, except that Saturday hours of construction are requested. The approved hours of construction for the “Residential Tri” project are: Monday to Friday from 7:00 AM – 6:00 PM. Limited work may extend outside this schedule to extend to Saturday 9:00 AM – 5:00 PM only after obtaining approval from the Development Review Board through correspondence rather than a scheduled hearing. The applicant did request, and the DRB did approve, Saturday construction hours via correspondence following that project approval. The applicant is presently requesting Saturday construction hours starting at 8:00 AM. If approved, Saturday construction hours should conclude by 5:00 PM. **(Affirmative finding as conditioned)**

*13. Future enlargement or alterations;*

As with anything else, any future enlargement or alteration to the development will require zoning review under the regulations in effect at that time.

*14. Performance standards;*

Performance standards relating to outdoor lighting and erosion control are addressed under Article 5 of these findings.

*15. Conditions and safeguards;*

Approval of this project will be conditioned to implement the purposes of the zoning regulations. **(Affirmative finding)**

(b) Major Impact Review Standards

*1. Not result in undue water, air, or noise pollution;*

A comprehensive stormwater management plan has been submitted (see Sec. 5.5.3). As recommended by the Conservation Board, the capacity of the system has been expanded beyond the original proposal and will further reduce impacts on the receiving combined sewer system. No significant air or noise pollution is anticipated as a result of this residential and retail development. **(Affirmative finding)**

2. *Have sufficient water available for its needs;*

Sufficient municipal water service is available to serve the development. **(Affirmative finding)**

3. *Not unreasonably burden the city's present or future water supply or distribution system;*

See item 2 above.

4. *Not cause unreasonable soil erosion or reduction in the capacity of the land to hold water so that a dangerous or unhealthy condition may result;*

See Sec 5.5.3.

5. *Not cause unreasonable congestion or unsafe conditions on highways, streets, waterways,*

*railways, bikeways, pedestrian pathways or other means of transportation, existing or proposed;* See Sec. 3.5.6 (a) 3 for traffic analysis. The new apartment building is not expected to generate unreasonable congestion or unsafe conditions on nearby roadways, waterways, railways, the bike path, public sidewalks, or other means of transportation. City sidewalks will be reconstructed and, along St. Paul Street, widened. It will be centrally located with shuttle service and multiple other modes of transportation readily available. **(Affirmative finding)**

6. *Not cause an unreasonable burden on the city's ability to provide educational services;*

The proposed apartment building will house Champlain College students and will have no impact on the city's ability to provide educational services. **(Affirmative finding)**

7. *Not place an unreasonable burden on the city's ability to provide municipal services;*

The proposed development will generate additional impacts on city services; however, those impacts can be accommodated. Impact fees will be paid to help offset impacts generated.

**(Affirmative finding as conditioned)**

8. *Not have an undue adverse effect on rare, irreplaceable or significant natural areas, historic or archaeological sites, nor on the scenic or natural beauty of the area or any part of the city;*

The subject property contains no rare, irreplaceable, or significant natural areas. There are a number of historically significant structures nearby, but none are on the subject property. All of them are set apart from the proposed building by city streets, thereby providing some buffer between these smaller historic buildings and the new structure. There are no known archaeological resources on the property. The existing soils are largely fill. **(Affirmative finding)**

9. *Not have an undue adverse effect on the city's present or future growth patterns nor on the city's fiscal ability to accommodate such growth, nor on the city's investment in public services and facilities;*

The proposed development would bring substantial growth to an under-utilized patch of the city's downtown. It is located in an area intended for particularly intense urban development and will have no adverse impact on the city's present or future growth patterns. **(Affirmative finding)**

10. *Be in substantial conformance with the city's municipal development plan;*

The proposed development is compliant with the MDP in a number of ways.

The project is located with a downtown mixed use zone where higher density development is encouraged (Sec. I, Land Use Policies and Sec. IX, Housing Plan Policies).

The proposed development is located within the city's Downtown Improvement District, an identified growth area specifically targeted for additional housing and retail (Sec. I, Growth Areas) and will provide 115 apartment units for Champlain College students (Sec. I, Institutions – Champlain College).

The development will include ground-level retail space and improved public amenities along the St. Paul Street frontage (wider sidewalk, sitting areas, landscaping, and hardscape elements) (Sec. III, Streetscape Design).

In light of the project's downtown location and participation in the Joint Institutional Parking Management Plan, alternative means of transportation will be readily available and utilized (Sec. V, Stressing Other Modes of Travel).

The project will meet or exceed the city's current energy efficiency standards by obtaining LEED silver certification (Sec. VIII).

The proposed development can be found to be in conformance with the City's MDP.  
**(Affirmative finding)**

*11. Not have an undue adverse impact on the present or projected housing needs of the city in terms of amount, type, affordability and location;*

The proposed development will provide 115 new housing units in an area of the city specifically targeted for new, intensive housing development. Its construction will have no adverse impact on the present or projected housing needs of the city. **(Affirmative finding)**

*12. Not have an undue adverse impact on the present or projected park and recreation needs of the city.*

Moderate impacts on the city's park and recreation needs are anticipated as a result of the project. Impact fees will be paid to help offset these impacts. **(Affirmative finding as conditioned)**

#### **Article 4: Maps & Districts**

##### ***Sec. 4.4.1, Downtown Mixed Use Districts:***

###### ***(a) Purpose***

###### ***(2) Downtown Transition District (DT)***

###### ***(C) DT South***

The subject property is located in the Downtown Transition (DT) District. As noted previously, the Downtown zones are intended to form the primary urban center of the city with a diversity of uses and intensive development. The proposed building is consistent with this purpose.

**(Affirmative finding)**

###### ***(b) Dimensional Standards & Density***

A FAR of 4 is allowed in the DT South zone. The proposed development on this 1 acre site results in a FAR of 4.27 and seeks to utilize density bonuses under criterion (d) 7 below.

There is no lot coverage limit in the DT zone. As proposed, lot coverage will be 88%.

The subject property has road frontage on all four sides. No front yard setbacks (to the property line) are required in this portion of the DT zone; however, new buildings must be at least 12' from the curb. The proposed construction complies with this setback. A 15' setback applies where the property abuts the RH zone to the east. This setback has been observed with an 18' setback and associated right-of-way for the neighboring property.

The minimum building height in the DT zone is 30' and three stories. The maximum height without bonuses is 45'; however, that height may increase up to 65' with bonuses. The proposed building is up to 65' tall depending on the grade. As noted above, development bonuses are sought under criterion (d) 6 below. **(Affirmative Finding)**

***(c) Permitted & Conditional Uses***

The proposed multi-family residential and retail uses are permitted in the DT zone. The project, as a major impact application, is subject to conditional use review. **(Affirmative Finding)**

***(d) District Specific Regulations***

***1. Use Restrictions***

***A. Ground Floor Residential Uses Restricted***

Not applicable to the subject property.

***2. Public Trust Restrictions***

The subject property is not located within the Public Trust.

***3. Facades and Setbacks on Side and Rear Property Lines***

The new building has street frontage on four sides. Where it abuts an adjacent property along its eastern boundary, an 18' setback is proposed. This distance is more than required under this criterion. **(Affirmative Finding)**

***4. Building Height Setbacks***

***A. Principal View Corridors***

The subject property is not located along a principal view corridor.

***B. Church Street Buildings***

The subject property is not located along the Church Street Marketplace.

***C. Side Street Building Height***

Not applicable to the subject property.

***5. Lake Champlain Waterfront Setbacks***

The subject property is not located along the Lake Champlain waterfront.

***7. Development Bonuses/Additional Allowances***

***C. Public Parking***

The applicant is seeking two public parking bonuses under this criterion. Each public parking bonus affords an additional 10' in height and corresponding increase in FAR. C (i) requires that at least 40 parking spaces be made available to the public at all hours of holidays; between the hours of 5:00 PM and 6:00 AM on weekdays, and from 5:00 PM Friday until 6:00 AM on the following Monday. As proposed, at least 40 of the 66 parking

spaces will meet these availability requirements. C (ii) requires that at least 25 parking spaces be made available to the public at all times. As proposed, at least 25 of the 66 parking spaces will be available to the public at all times. These two bonuses combined result in an additional 20' in height, the maximum permissible. All of the parking spaces are contained onsite and are approximately equivalent in terms of convenience. No information on parking fees has been provided and must be. The public parking must be guaranteed by way of a legally binding agreement, subject to review and approval by the City Attorney. The two public parking bonuses under (i) and (ii) result in a maximum allowable building height of 65' and corresponding increase in FAR.

The height bonus (es) however will be realized by virtue of C(i) and C (ii), public parking. Should this residential structure cease to be used for student apartments affiliated with Champlain College, and the residential units made available as market rate, the public parking benefits associated with the height bonus (es) must remain in place. **(Affirmative finding as conditioned)**

#### *G. Incorporation of Public Amenities*

Public benefit under this criterion must accompany any bonuses granted under criterion C-F of this section. As proposed, all abutting sidewalks will be reconstructed, and the sidewalk along St. Paul Street will be widened. Street level pocket park space with landscaping, sitting walls and other hardscape elements will be provided along with several small patio areas for public use. **(Affirmative finding)**

### **Article 5: Citywide General Regulations**

#### *Sec. 5.2.3, Lot Coverage Requirements*

See Sec. 4.4.1 (b) above.

#### *Sec. 5.2.4, Buildable Area Calculation*

This criterion does not apply to properties in the DT zone.

#### *Sec. 5.2.5, Setbacks*

See Sec. 4.4.1 (b) above.

#### *Sec. 5.2.6, Building Height Limits*

See Sec. 4.4.1 (b) above.

#### *Sec. 5.2.7, Density and Intensity of Development Calculations*

See Sec. 4.4.1 (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*

Outdoor lighting and garage lighting plans have been provided. Acceptable cutoff LED fixtures are proposed throughout.

Outside, lighting fixtures will illuminate building entries and walkways. A line of fixtures are also proposed over the garage openings along St. Paul Street. As they illuminate neither building

entries nor walkways, they must be removed. Low-level accent lighting within the landscaping may be acceptable if the applicant desires. No illumination levels have been provided for the exterior lighting. Information verifying that footcandle levels will not exceed 5.0 is needed. Alternatively, information verifying that the lamps will generate no more than 2,000 initial lumens (i.e. low-output lamps) is needed.

The parking garages will be illuminated with ceiling-mounted fixtures using LED lamps. The interior lighting levels are depicted on the photometric plan; however, no table indicating minimum and maximum illumination levels and uniformity ratios has been provided. This information is needed in order to determine compliance with IESNA's RP-20-98 "Lighting for Parking Facilities" standards. The Board noted a concern about potential visual impacts generated by bright interior garage lights and suggested additional screening. The applicant has responded with a proposal to reduce lighting levels within the garage by ~ 50% from 10:30 PM – dawn. Lighting levels could increase to 100% based on motion detection within those hours. The proposed reduction of illumination levels coupled with the cutoff style of the proposed lighting fixtures will minimize outdoor light spill from within the garage. **(Affirmative finding as conditioned)**

#### *Sec. 5.5.3, Stormwater and Erosion Control*

The project will be served by the city's combined sanitary/stormwater sewer system. As such, stormwater management is focused on collection of stormwater and controlling its release into the city system over an extended period of time. Doing so lessens peak flows, thereby limiting impacts on the city's main wastewater treatment plant. The proposed stormwater management measures consist of a series of underground tanks. At the request of the Conservation Board, the original proposal was reevaluated and expanded to include an additional tank for increased storage capacity. There is also a rain garden proposed at the end of Browns Court that will provide some degree of infiltration but will also drain into the combined sewer system. At the request of the Conservation Board, granular backfill around the proposed building's foundation will provide a degree of infiltration of sidewalk runoff. There is opportunity to employ pervious materials for some of the hardscaping within the public right-of-way, particularly the shuttle bump-out. The Stormwater Administrator has reviewed the proposed management measures, but an approval has not yet been issued. Likewise, the erosion control plan for use during construction has also been reviewed by the Stormwater Administrator, and approval is pending. **(Affirmative finding as conditioned)**

### **Article 6: Development Review Standards:**

#### *Part 1, Land Division Design Standards*

##### *Sec. 6.1.2 Review Standards*

###### *(a) Protection of important natural features:*

*The arrangement of blocks and lots shall preserve watercourses, wetlands, steep slopes, flood-prone areas, rock outcroppings, wildlife habitat and travel corridors, specimen trees and contiguous stands of forest, and other sensitive ecological and geological areas to the extent practicable.*



The proposed development will encompass the entire block from Maple Street to King Street, fronting on St. Paul Street and Browns Court. While there are no specific natural features like rock outcroppings and wildlife travel corridors, the site has significant topographic changes and subsurface factors relating to the filled Burlington ravine. **(Affirmative finding)**

***(b) Block Size and Arrangement:***

*The size and arrangement of new blocks shall maintain the size and arrangement of existing neighborhood blocks within the zoning district, and support the pattern of interconnected streets throughout the city.*

As noted, the development is for the entire block between Maple and King Streets. The pattern of interconnected streets shall not be altered. All four surrounding streets (St. Paul, King, Maple and Browns Court) shall remain in the same configuration as existing.

**(Affirmative finding)**

***(c) Arrangement of lots:***

*The size and arrangement of new lots shall reflect and perpetuate the existing development*

*pattern of the surrounding neighborhood. Lots shall be created in such a way as to enable their development pursuant to the requirements of this ordinance, and ensure a clear transfer of title. Development will not result in the creation of new lots; rather the merger of three existing lots. All participating parties and applicants are working together to assure clear transfer of title. Interior lot lines extending from a street should be perpendicular or radial to the street right-of-way line to the greatest extent feasible. Flag lots and through lots are discouraged, and shall be allowed only to the extent where topography and existing block and lot arrangement allow no suitable alternative. In such cases, a minimum frontage for access of 20-feet shall be required. No interior lot lines are being created. **(Affirmative finding)***

***(d) Connectivity of streets within the city street grid:***

*The established grid of interconnected streets shall be maintained and extended to the extent practicable. All streets shall be in conformance with applicable street design & construction details as provided by the department of public works, and shall be dedicated to the city.*

The existing street grid shall not be impacted. Browns Court, Maple Street, King Street, and St. Paul Street shall remain connected as public streets. **(Affirmative finding)**

***(e) Connectivity of sidewalks, trails, and natural systems:***

*The established sidewalk network shall be maintained and extended to the extent possible. Trail networks and uninterrupted corridors of greenspace outside of the established street grid should be maintained and extended wherever possible. All sidewalks shall be in conformance with applicable street design & construction details as provided by the department of public works, and shall be dedicated to the city.*

Work done within the public right-of-way, including sidewalk replacement, shall be done with the approval of and in concert with the Department of Public Works. Revisions to the original plan have included widening the sidewalks to 6'; the Design Advisory Board has recommended further width increase to perhaps 8' if practicable. This is currently being investigated by project engineers; however existing infrastructure may ultimately preclude this exercise. **(Affirmative finding)**

**PART 2: SITE PLAN DESIGN STANDARDS**

***Sec. 6.2.1 Applicability.***

*These standards shall be satisfied for the approval of all development subject to the provisions of this ordinance found in Article 3, Section 3.4.2(1) – Site Plan Review.*

***Sec. 6.2.2 Review Standards***

***(a) Protection of Important Natural Features:***

*The landscape, existing terrain and any significant trees and vegetation shall be preserved in their natural state insofar as practicable in keeping with the objectives of the underlying zoning district. Development and site disturbance shall preserve watercourses, wetlands, steep slopes, flood-prone areas, rock outcroppings, wildlife habitat and travel corridors, specimen trees and contiguous stands of forest, and other sensitive ecological and geological areas insofar as practicable in keeping with the objectives of the underlying zoning district. Site plans shall provide suitable buffers from any proposed site improvements, and maintain continuity and contiguousness of greenspace while allowing reasonable development in support of the overall intent of the zoning district. Where any natural features are proposed to be removed or the topography altered, special attention shall be given to replace or mitigate the loss of such features. Any development occurring on parcels containing significant natural areas identified in the city's Open Space Protection Plan shall avoid disturbance to these natural areas and establish appropriate buffers that protect their natural functions.*

None of the parcels are noted within the Open Space Protection Plan. See Section 6.1.2. (a) above for natural features. **(Affirmative finding)**

***(b) Topographical Alterations:***

*Alteration to the natural contour of the site shall minimize grading, cut, and fill, and shall take necessary measures to protect against erosion and future instability. Any grade changes shall be in keeping with the general appearance of neighboring developed areas. In areas where more intense levels of development are encouraged, development should seek to take advantage of topographical changes to hide and/or blend new construction into the landscape. Proposed design and construction details for any cut and fill, or retaining walls over 3-feet in height, or any height along the lakeshore, shall be subject to review and approval by the city engineer before receiving approval of the site plan.*

There are significant contour changes present at the proposed site. The applicants have determined it prohibitively expensive to excavate the north end of the parcel (Browns Court Parking Lot) for parking, so have proposed parking within the structure but above the pedestrian walkway on St. Paul Street. Alternately, the falling grade change along the corner of Maple and St. Paul requires

modification to bring pedestrian access to the first floor. It is a difficult site from north to south and east to west due to the topography; the project responds to the grade changes by providing landscaping and gardens on the north to ease the transition between sidewalk and building/garage; ramps and seating areas on the west, patios and ramps on the west/south with landscaped infill to adjust for the significant grade changes. **(Affirmative finding)**

***(c) Protection of Important Public Views:***

*Distant terminal views of Lake Champlain and the mountains to the east and west, and important public and cultural landmarks, framed by public rights-of-way or viewed from public spaces shall be maintained through sensitive siting and design to the extent practicable. This shall not be construed to include views from exclusively private property.*

Views of Lake Champlain, as framed by Maple, King and St. Paul Streets are not anticipated to be impacted. **(Affirmative finding)**

***(d) Protection of Important Cultural Resources:***

*Burlington's architectural and cultural heritage shall be protected through sensitive and respectful redevelopment, rehabilitation, and infill. Archeological sites likely to yield information important to the city's or the region's pre-history or history shall be evaluated, documented, and avoided whenever feasible. Where the proposed development involves sites listed or eligible for listing on a state or national register of historic places, the applicant shall meet the applicable development and design standards pursuant to Sec. 5.4.8(b).*

The Eagles Club building has already been permitted to be demolished. (ZP14-0427CA.) It was not listed on the State of Vermont or National Register of Historic Places.

This is a partial site of the (filled) Burlington ravine, which presents significant challenge for remediation, planning, and redevelopment. The Phase I and II studies completed document the activities and disposition of the site. **(Affirmative finding)**

***(e) Supporting the Use of Renewable Energy Resources:***

*Where feasible, the site plan should be so designed as to take advantage of the site's inherent potential to utilize sources of renewable energy including direct sunlight, wind, or running water. The site plan should also incorporate site planning and landscaping decisions intended to minimize energy demand such as siting buildings to maximize solar access or the use of deciduous and coniferous trees to create shade and windbreak.*

The proposed new building will have significant westerly and southerly exposure to facilitate passive solar gain. No other identified alternative or renewable energy resources have been included within the submission material. The applicants have shared the intent to build to LEED Silver standard (Leadership in Energy and Environmental Design) or similar.

*Buildings should, where appropriate within the context of the neighborhood development pattern, maximize their solar exposure by being oriented to maximize natural light and heat gain during winter months, and to minimize casting shadows into ground floor living space of a building on an adjacent property.*

It is an unavoidable consequence; both the height and the mass of this building will cast a significant shadow on properties to the east of it. Properties along Browns Court and a full block to Church Street will be in shadow cast at autumnal equinox. See Plan A8 for shadow studies. The applicant has provided additional modeling-based perspectives that include Browns Court properties, as well as Maple Street per the request of the DRB. See Plans A10, A11.

Shadow impacts must be weighed in concert with the long standing desire to redevelop this underused and underdeveloped property to the greatest advantage of the City. *(Burlington*

*Municipal Development Plan, IX. Housing Plan, Housing Action Plan Page IX-12: “Develop housing on one or more of the following City-owned properties; Browns Court parking lot...”*) Additionally, the Municipal Development Plan identifies brownfield cleanup among its action items: “Continue the cleanup and redevelopment of Brownfields a high priority to improve the environment, increase the tax base, create and retain jobs, and curb sprawl.” (*MDP, Land Use Action Plan, p. I-30.*) This development proposal will meet these long-standing goals. Finally, the Downtown Mixed Use Districts are intended to be intense with high lot coverage and large tall buildings placed closely together. Rare is the opportunity to re-imagine an entire city block; Eagles Landing meets the intent and purpose of Section 4.4.1 for greater intensity of development as intended and prescribed for this zoning district. **(Affirmative finding)**

***(f) Brownfield Sites:***

*Where a proposed development involves a known or suspected brownfield, the site plan shall indicate areas of known or suspected contamination, and the applicant shall identify completed or planned remediation necessary to support the intended use(s).*

The applicant has provided that Phase II studies define site contamination under the Browns Court parking lot, and that the City as owner is responsible for its removal and disposal. Previous testing did not identify concerning levels of contaminants; however changing measurement indices of existing conditions now push review toward requirement of site remediation. The applicants are working in synch to develop a comprehensive plan to assure a site appropriate for the proposed uses, and to acquire all necessary approvals from the VT Department of Environmental Conservation for redevelopment. **(Affirmative finding as conditioned)**

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

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

See Sec. 5.5.3 for stormwater management.

*Design features which address the effects of rain, snow, and ice at building entrances, and to provisions for snow and ice removal or storage from circulation areas shall also be incorporated.* The submitted design includes canopies at most building entrances, although they are proposed within the public right-of-way and will require City Council approval and necessary agreements in place. A plan for snow and ice removal will need to be in place; especially since there are differing grades, and all vehicular and most pedestrian paths are within the public ROW. Certainly a plan for snow storage relative to Browns Court will need to be articulated, particularly a mutually understood and agreed upon plan between the applicant and the Department of Public Works. As this street continues to be a circulation path (with new importance as an access point for delivery of goods, trash hauling, and other access for this building), the city may no longer consider simply plowing snow to the end of the street and onto private property. Snow removal may be a requirement in significant weather events. **(Affirmative finding as conditioned)**

***(h) Building Location and Orientation:***

*The introduction of new buildings and additions shall maintain the existing development pattern and rhythm of structures along the existing streetscape. New buildings and additions should be aligned with the front façade of neighboring buildings to reinforce the existing “street-edge,” or where necessary, located in such a way that complements existing natural features and*

*landscapes. Buildings placed in mixed-use areas where high volumes of pedestrian traffic are desired should seek to provide sufficient space (optimally 12-15 feet) between the curblin e and the building face to facilitate the flow of pedestrian traffic. In such areas, architectural recesses and articulations at the street-level are particularly important, and can be used as an alternative to a complete building setback in order to maintain the existing street wall.*

The development proposes a building that will span an entire block; the structural mass drawing immediately up to the property lines and establishing a street presence on its own. The building is set back approximately 30' from the curb line on St. Paul; 12' on King, and 18-21' on Maple Street (exclusive of patios, ramps, stairs, bike racks or sidewalks proposed around the building and within the public ROW.) In massing and location, the development proposes a structural corner anchor; both visually and physically.

*Principal buildings shall have their main entrance facing and clearly identifiable from the public street. The development of corner lots shall be subject to review by the city engineer regarding the adequacy of sight distances along the approaches to the intersection. To the extent practicable, development of corner lots in non-residential areas should try to place the building mass near the intersection and parallel to the street to help anchor the corner and take advantage of the high visibility location.*

The principal (residential) entrance is located on St. Paul Street; identifiable with a curtain wall, redesigned in red brick with a “floating” entrance canopy. Assorted separate entrances are allocated to retail uses at the corner of King St. and along St. Paul St. The building shoulders up to intersections at Maple/St. Paul and St. Paul/King Street; providing a sound anchor as noted. In response to inquiry by the DRB (item #11, deliberative motion of 2/24/2014) the applicants offer the following:

We feel both entrances will be utilized, which is appropriate given the scale of the project and the direction of where people are coming/going. ..The St. Paul Street entrance is the primary entrance of the building. This is supported by the location of the elevator core, the mail drop area... the location of a bus stop, and commercial land uses directly adjacent to the ...entrance. We anticipate the St. Paul Street entrance will be heavily used by students walking or riding the shuttle bus student back/forth to campus...and heavily used by students walking to the waterfront and points south.

The Browns Court (entrance) is designed as an attractive secondary building entrance to be used primarily by student residents. Given the interior bike storage area...we anticipate this will be favored by bicyclists who are storing bikes at this location. It will also be used by students walking back and forth to downtown....”

*Accessory buildings shall be located in such a way so as to be deferential and secondary to the principal structure. Under no circumstances shall a parking structure – either attached or detached - be located closer to the front property line than a principal residential structure, and where a front yard setback is required, any street-facing garage wall containing garage doors shall be set back a minimum of 25' from the front property line to prevent parked vehicles from blocking the public sidewalk. Where a garage is not oriented towards the street (i.e. the garage doors face the rear or side of the property), the street-facing garage wall shall have windows or doors or other features that break-up the mass into smaller elements, and be blended with the character of the residential portion of the structure.*

The sole accessory structure is a dumpster enclosure sited at the dead end of Browns Court. In its situation, it remains deferential to the principal structure. See Section 6.2.2. (p) for further discussion.

The proposed parking is proposed within the new structure. Window-type openings to the garage are provided on the Maple Street and St. Paul Street frontages. **(Affirmative finding)**

**(i) Vehicular Access:**

*Curb cuts shall be arranged and limited in number to reduce congestion and improve traffic safety. A secondary access point from side roads is encouraged where possible to improve traffic flow and safety along major streets. The width and radius of curb cuts should be kept to the minimum width necessary, and sight triangles and sufficient turnarounds for vehicles shall be provided to reduce the potential for accidents at points of egress.*

*Driveways for commercial properties may require a traffic study to identify the impacts of the movement of traffic to and from the property, and design for safe access. Access for service and loading areas should be located behind buildings or otherwise screened from streets or public ways with landscaping or other barriers. Whether commercial or residential, shared driveways are encouraged, where possible and appropriate.*

Two curb cuts are proposed: One for the Maple Street garage access, and one for the King Street parking garage access. The driveways are proposed to be approximately 22' in width at both the King Street and Maple Street parking entrances. See Sec. 3.5.6 (a) 3 for traffic discussion.

Service and loading areas, including trash/dumpster, are located behind the building at the end of Browns Court. A service enclosure is proposed. The applicant, to respond to the deliberative motion of 2/24/2014, has investigated alternatives to the dumpster location. See Memorandum dated March 7, 2014. The prospect of an increased number of containers coupled with more frequent waste hauling diminishes any advantage of a Maple Street dumpster location. Relocation of the dumpster from its originally proposed location equals less operation efficiency (longer travel distance between the 2<sup>nd</sup> floor trash room and the dumpster location.) The *proposed* location positions the dumpster behind the building; assuring access for service, access from the building, and safety for pedestrian interface. The final choice of this location will also optimize operational efficiency and minimize the frequency of trash hauling from the site. For the efficiency of the overall activity, a limited number of trash containers, and minimization of the number of times trash haulers will have to visit the site per week, the proposed location appears more sensitive to the residential neighborhood overall and meets more closely the standards of the ordinance.

The issue of back-up alarm noise from trash haulers may be addressed by directing the provider to drive into the driveway for the central Browns Court residence (now owned by the applicant, Champlain College) and to then back into the loading zone from that location. This would significantly shorten the back-up distance and resultant period of warning alarm. This lone effort would be a measure of consideration for those who live in close proximity and may be disturbed by weekly trash collection. The applicants have also offered to limit trash pickup to workday hours, to minimize conflict with periods when residents may be resting. **(Affirmative finding)**

**(j) Pedestrian Access:**

*Pedestrians shall be provided one or more direct and unobstructed paths between a public sidewalk and the primary building entrance. Well defined pedestrian routes shall be provided through parking areas to primary building access points and be designed to provide a physical separation between vehicles and pedestrians in a manner that minimizes conflicts and improves safety. Where sidewalks and driveways meet, the sidewalk shall be clearly marked by differentiated ground materials and/or pavement markings.*

A “necklace” of pedestrian walkways surrounds the proposed building. Identified pedestrian paths into the garages have been included in revised plans. Doors are provided adjacent to the retail entrance near the King Street corner and immediately adjacent to the Maple Street garage entrance. These clearly identifiable pathways from sidewalk into the garages will assure pedestrian access and minimize conflict. **(Affirmative finding)**

***(k) Accessibility for the Handicapped:***

*Special attention shall be given to the location and integration of accessible routes, parking spaces, and ramps for the disabled. Special attention shall also be given to identifying accessible access points between buildings and parking areas, public streets and sidewalks. The federal Americans with Disabilities Act Accessibility Guidelines (ADAAG) shall be used as a guide in determining the adequacy of the proposed development in addressing the needs of the disabled.* Elevators are provided from the entrance lobby on St. Paul Street. Handicap accessible parking spaces are identified in both parking garages (2 on the Lower Level, 2 on the Level 1 parking deck.) It does not appear that those who are mobility challenged will be able to access upper floors if they park in the either parking garage. They will only be able to access the sidewalks. Neither of the paired elevators is accessible from the two parking decks. The ADA access ramp illustrated on Plan A1 will need to be completed as part of the development to assure handicap access from the Maple Street parking garage to the apartments. An additional elevator from the King Street parking deck may be appropriate to address access to the upper floors/apartments. **(Affirmative finding as conditioned)**

***(l) Parking and Circulation:***

*To the extent possible, parking should be placed at the side or rear of the lot and screened from view from surrounding properties and adjacent public rights of ways. Any off-street parking occupying street level frontage in a Downtown Mixed Use District shall be setback from the edge of the front property line in order to provide space for active pedestrian-oriented uses. Where street-level parking is provided within an existing structure, the cars shall be screened from the sidewalk and the area shall be activated with landscaping, public art, or other design amenities. Parking areas of more than 20 spaces should be broken into smaller areas separated by landscaping.*

*Attempts to link adjacent parking lots or provide shared parking areas which can serve neighboring properties simultaneously shall be strongly encouraged.*

Parking is proposed to be enclosed within the structure, with voids in the street wall to provide ventilation and light to the interior garage. Shrubs and trees are proposed as landscaping in front (west) of the St. Paul Street parking deck and shrubs, grasses, and trees in front of the Maple Street parking wall. Planned seating areas are incorporated to activate these areas for pedestrian enjoyment as well. As proposed, the parking is screened from public view. Window-like garage voids are proposed to have grilles affixed to the exterior with aggressive vines (Dutchman’s Pipe suggested.) The greenery will soften the harshness of the concrete enclosure; filter any light spill, while partially obscuring the ventilation opening.

No shading is required as the parking is interior to the structure.

*Parking shall be laid out to provide ease in maneuvering of vehicles and so that vehicles do not have to back out onto city streets. Dimensions of spaces shall at a minimum meet the requirements as provided in Article 8. The perimeter of all parking areas shall be designed with anchored curb stops, landscaping, or other such physical barriers to prevent vehicles from encroaching into adjacent green spaces.*

Minimum standards for circulation paths and aisle width (20') are met in both parking decks. Most parking spaces within the garages have been revised to 9' X 20.' Nine of the spaces will be compact, which is 13.6% of the 66 total spaces. This percentage is under the 15% limit on compact spaces. The perimeter of the parking areas is concrete structural walls, which are effective barriers.

*Surface parking and maneuvering areas should be shaded in an effort to reduce their effect on the local microclimate, air quality, and stormwater runoff with an objective of shading at least 30% of the parking lot. Shading should be distributed throughout the parking area to the greatest extent practical, including within the interior depending on the configuration. New or substantially improved parking areas with 15 or more parking spaces shall include a minimum of 1 shade tree per 5 parking spaces with a minimum caliper size of 2.5"-3" at planting. Up to a 30% waiver of the tree planting requirement may be granted by the development review board if it is found that the standard requirement would prove impractical given physical site constraints and required compliance with minimum parking requirements. All new shade trees shall be: of a species appropriate for such planting environments, expected to provide a mature canopy of no less than 25-feet in diameter, and selected from an approved list maintained by the city arborist. Existing trees retained within 25-feet of the perimeter of the parking area (including public street trees), and with a minimum caliper size greater than 3-inches, may be counted towards the new tree planting requirement.*

No applicable.

*All parking areas shall provide a physical separation between moving and parked vehicles and pedestrians in a manner that minimizes conflicts and gives pedestrians a safe and unobstructed route to building entrance(s) or a public sidewalk.*

Revised plans include separate pedestrian entrances/exits to both parking decks. See Sec. 6.2.2 (j) above.

*Where bicycle parking is provided, access shall be provided along vehicular driveways or separate paths, with clearly marked signs indicating the location of parking areas. Where bicycle parking is located proximate to a building entrance, all shared walkways shall be of sufficient width to separate bicycles and pedestrians, and be clearly marked to avoid conflicts. All bicycle parking areas shall link directly to a pedestrian route to a building entrance. All bicycle parking shall be in conformance with applicable design & construction details as provided by the dept. of public works.*

Bicycle parking is provided within the ROW along the western building entrances (commercial storefronts and at entrance lobby area), within the "hatched" areas of the parking decks, and within the building in a locked storage room accessible from the Browns Court entryway. See Sec. 8.2.5 for bike parking details. **(Affirmative finding)**

***(m) Landscaping and Fences:***

*Landscaping shall be used to beautify the development site and to provide specific functions and benefits to the uses and buildings on the site. These include but are not limited to stormwater retention and erosion control, winter windbreaks and summer shade, recreational and habitat corridors, buffers and screening of parking areas, and creating privacy for and from adjacent property.*

*Existing trees shall be retained and incorporated into a landscape plan to the extent possible, and existing trees to be retained shall be protected during construction in accordance with specifications provided by the city arborist. Contiguous green space, both within the site and with adjacent properties, should be provided on a site whenever possible and be designed to provide wildlife travel corridors and habitat preservation, as well as enabling recreational access. If open*

*space is intended to be publicly accessible, it shall be designed to maximize accessibility for all individuals including the disabled, encourage social interaction, and facilitate ease of maintenance. Along the street edge, landscaping shall be used to provide a visual buffer into parking areas from the public street and reinforce the streetscape.*

*The selection of plant materials and planting sites should create a sustainable landscape, and consideration shall be given to factors such as hardiness, salt tolerance, disease resistance, invasiveness, root and canopy spread, underground and overhead utilities, soil conditions, and microclimates. The use of native plant materials is encouraged, and the use of plants considered invasive by VT Agency of Agriculture shall be prohibited. For more information on sustainable landscapes, applicants are encouraged to consult *Planting Sustainable Landscapes: A Guide for Plan Reviewers* prepared for the Vermont Department of Forests Parks and Recreation by the Vermont Chapter of the American Society of Landscape Architects.*

*New or replacement street trees shall be provided consistent with the city's Street Tree Master Plan. All proposed street trees shall be selected and planted in accordance with specifications provided by the city arborist.*

*Fences may be placed within the required setback along a property line, but shall be setback sufficiently to provide for the maintenance of both sides of the fence without entering onto the adjacent property and shall present a finished side to the adjoining property and public street. Fences placed within a clear sight triangle along driveways and at street intersections, or between an existing building and the front property line, whichever is less, shall be limited to 3-feet in height above the curb in order to provide safe sight distances for pedestrians and vehicles. Styles, materials, and dimensions of the proposed fence shall be compatible with the context of the neighborhood and the use of the property.*

A landscaping plan has been provided (Sheet Number C6.) At the end of Browns Court, a 4' high solid fence and gate (set on top of a 2' high wall) is proposed to screen the dumpster. Nine arborvitae (minimum 4' in height) are proposed on the north of the enclosure, to screen it from the abutting residential property.

An aggressive planting plan is proposed for the west and south elevations, in part to soften and screen the garage fronts, to activate the building front, and to warm the pedestrian experience along these lengths of the building. Sidewalks are proposed to be widened (undetermined width at this point – at least 6' wide; more if existing infrastructure is not an impediment.) A “bump-out” is proposed for the bus access area on St. Paul Street, which will be enhanced as a patio-area with seating. One existing street tree is proposed to be removed for the Maple Street garage exit.

Doing so shall be subject to the approval of the city arborist. **(Affirmative finding as conditioned)**

***(n) Public Plazas and Open Space:***

*Where public open space is provided as an amenity to the site plan, it should be sited on the parcel to maximize solar exposure, with landscaping and hardscape (including fountains, sitting walls, public art, and street furniture) to encourage its use by the public in all seasons. Public plazas should be visually and physically accessible from public rights-of-ways and building entrances where appropriate and shall be designed to maximize accessibility for all individuals, including the disabled and encourage social interaction.*

Terraced areas are provided along the westerly façade at the residential building entrance and retail locations, as well as in the rear at the Browns Court terminus. Seat walls, landscaping, and benches are proposed to enhance public use. The westerly plazas, patios and terraces will likely enjoy substantial solar exposure and afternoon light.

*Public space should be coordinated with the surrounding buildings without compromising safety and visibility. Public spaces should be surrounded by active uses that generate pedestrian traffic, and connect the space to major activity centers, streets, or corridors.*

The westerly terraces are adjacent to active areas (commercial storefronts, residential building entrance) and will enjoy safety benefits that accompany active uses. The Maple Street pedestrian paths are also adjacent to existing residential structures, and connected to the existing street corridor.

*New structures and additions to existing structures shall be shaped to reduce shadows on public plazas and other publicly accessible spaces. In determining the impact of shadows, the following factors shall be taken into account: the mass of area shaded, the duration of shading, and the importance of sunlight to the utility of the type of open space being shadowed. Proposed development shall be considered for solar impact based the sun angle during the Vernal and Autumnal equinox.*

A study for the autumnal equinox has been submitted. These illustrate moderate shading during the majority of the day, but substantial ground shade that falls easterly across Church Street (past the Burlington Telecom building) at 5:00 pm roughly September 22. Shadow impacts are significant for a building of this size and breadth. See plan, p. A8. The shadow cast, however, is not over public plazas and open space (as noted in the standard.) The impacts of the shadow cast must be weighed against the public benefit of redevelopment of an underused site, mitigation of an identified brownfield, an increase in housing units, increased commercial development, strengthening the tax base, and accommodating a significant student population which will provide relief from existing neighborhood rentals in residential districts. **(Affirmative finding)**

**(o) Outdoor Lighting:**

See Sec. 5.5.2.

**(p) Integrate infrastructure into the design:**

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

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

The dumpster/recycling location is at the rear (Browns Court) of the proposed building, screened by a 4' solid fence and a row of arborvitae.

A trash room is located within the building on the lower level. See plan A2.

A new transformer is proposed at the northeast corner of the building. The natural gas service entrance will be near the terrace at the end of Browns Court.

Residential mailboxes are proposed within the residential entry lobby. See plan A1. Commercial mailboxes will need to be identified.

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

Mechanical equipment is proposed for the lower rooftop, situated so as to minimize visibility and to mitigate any noise impacts. See Sheet C1 for roof plan.

**(Affirmative finding as conditioned)**

### **PART 3: ARCHITECTURAL DESIGN STANDARDS**

#### ***Sec. 6.3.2 Review Standards***

##### ***(a) Relate development to its environment:***

*Proposed buildings and additions shall be appropriately scaled and proportioned for their function and with respect to their context. They shall integrate harmoniously into the topography, and to the use, scale, and architectural details of existing buildings in the vicinity.*

Additional plans have been provided that include the adjacent properties on Maple Street, King Street, and Browns Court (see Sheets A10 and A11).

*The following shall be considered:*

##### ***1. Massing, Height and Scale:***

*While architectural styles or materials may vary within a streetscape, proposed development shall maintain an overall scale similar to that of surrounding buildings, or provide a sensitive transition, where appropriate, to development of a dissimilar scale.*

There is no other existing example of a building of this scale in the immediate or surrounding neighborhood. The building mass follows the changing grade of the site; rising to a full six stories at the southwesterly corner. At the north westerly corner, the sixth floor is set back significantly from the building façade, lessening the impact of the building bulk and “burying” the perceived height. Vehicular path separations buffer this and adjoining properties on the same block. The building is separated from adjacent (smaller) structures by an access alleyway on Maple Street, and the public street at Browns Court. Abutting properties to the east are of a typical residential scale.

Other large buildings in the area include the original Vermont House (corner of St. Paul and Main Street (7 stories plus a rooftop “garden room”), Decker Towers (south on St. Paul Street), and the ICV building (Battery Street.) Under construction are Stratos Condominiums (across St. Paul Street) and the new Hilton Hotel. See sheet A9 for a comparative study.

In design, the proposed building is “broken up” into separate vertical elements in reference to a traditional urban streetscape and alluding to traditional cityscape development.

Although utilizing a more modern vocabulary and materials, the effort to “singularize” the components breaks up and gives definition to what might have been a very long and uninteresting façade.

Commercial storefronts stimulate the northwesterly and south westerly corners and portions of the west façade. This street-level activity is much desired to enliven the street corridor and activate the pedestrian level.

*In low and medium density residential districts, the height and massing of existing residential buildings is the most important consideration when evaluating the compatibility of additions and infill development.*

Not applicable.

*Where the zoning encourages greater intensity and larger scale buildings in high density residential and non-residential zoning districts, buildings that are over 3-stories should provide a transition by employing design elements that reduce the apparent building mass from the street level. Taller buildings and elements are most appropriate where they provide a focal point of a terminal view, anchor a street corner, frame view corridors, or relate to larger scaled structures. The impacts at the street-level of increased or altered wind currents and downdrafts created by buildings over six (6) stories should be considered.*

The zoning district, coupled with bonuses, encourages greater intensity and larger scale buildings. Ongoing new construction across the street will help provide a different context to this proposed new structure; altering and the perception of building volume. This building will act as a significant anchor at two street corners, and will increase and frame the “street wall” in north/south street views.

*Buildings should maintain consistent massing and perceived building height at the street level, regardless of the overall bulk or height of the building. Buildings should maintain a relationship to the human scale through the use of architectural elements, variations of proportions and materials, and surface articulations. Large expanses of undifferentiated building wall along the public street or sidewalk shall be avoided. The apparent mass and scale of buildings shall be broken into smaller parts by articulating separate volumes reflecting existing patterns in the streetscape, and should be proportioned to appear more vertical than horizontal in order to avoid monotonous repetition. (See also (d) Provide an active and inviting street edge below.)*

The perception of building volume from the pedestrian’s vantage may not be perceivably different; the building mass will be evident any point along the sidewalk. The incorporation of different sheathing materials, minor variations in building plane coupled with alterations of window pattern will reasonably lead the passerby to read these as separate entities. These efforts contribute to the design reading as more vertical than horizontal; the verticality enhanced by the curtain wall windows, stair tower, sheathing arrangements, and other design elements that break up the volume on the westerly, northerly and southerly horizontal plane.

Some modest revisions to the building’s easterly façade (along Browns Court) are proposed. They include an overall brightening of exterior colors and some additional architectural detailing. The previously proposed “Juliet” balconies and a distinguished central building volume remain. While the changes are small, they do liven up this previously grey façade. The applicant notes that the materials on the Browns Court elevation are from the same palate shared with the rest of the building.

In variations of materials, surface articulations, and efforts to break up the building mass along Maple, St. Paul and King Streets, the building as proposed meets the standards of this criterion. As requested by the Board, the applicant has corrected the materials key on Sheet A5. **(Affirmative finding)**

## **2. Roofs and Rooflines.**

*New buildings should incorporate predominant roof forms and pitches within the existing neighborhood and appropriate to the context. Large expanses of undifferentiated roof forms shall be avoided. This can be achieved by incorporating dormers or some variation in the roof form to lessen the impact of the massing against the sky. While flat roofs can be a reasonable architectural solution, pitched roof forms and architectural elements that*

*enhance the city's skyline are strongly encouraged. Roof eaves, parapets, and cornices should be articulated as an architectural detail. Roof-top mechanicals shall be screened from view from the public street, and should be incorporated into and hidden within the roof structure whenever possible.*

The roof is flat but advantageously responds to the grade change by incorporating the sixth floor on the north by setting it back substantially from the westerly building façade. The penthouse level is stepped back 3' on each side to minimize (or conceal) the apparent building height from the street.

Roof edge features differ: There is minor articulation at the cornice line (some with minimalized frieze boards, others with a parapeted cap). Two sections of the Maple Street façade have horizontal detailing that suggests a building step-back for a Mansard roof, although the upper floor is not canted. The major design touch is a bracketed roof overhang at the southwesterly corner. Revisions supplied to the Design Advisory Board illustrate enhanced cornice lines and roof articulation; providing emphasis and identify to each vertical building "component." A recent addition beefed up the cornice line at the main residential entry; in part to help screen rooftop equipment from visual inspection. The effect continues to distinguish this building segment from its neighbors. Parapets are not evaluated in determining building height, so their addition triggers no further vertical extension.

*Solar panels, light colored ballast or roof membranes, split roof clerestories, planted or "green" roof technologies (with a clearly articulated maintenance plan) and "gray water" collection are encouraged. Active rooftop uses are also encouraged to add to the visual complexity and activity of the city's skyline, and afford public access to otherwise unseen views of the city and surrounding landscape.*

The roof is not planned for active use. Solar panels, green roofs, or water collection are not included within the development plan. The applicant articulated an intent for LEED Silver certification or similar, which illustrates a goal for a highly efficient, sustainable building system. **(Affirmative finding)**

### **3. Building Openings**

*Principal entrances shall be clearly defined and readily identifiable from a public street whether by a door, a canopy, porch, or other prominent architectural or landscape features. People with physical challenges should be able to use the same entrance as everyone-else and shall be provided an "accessible route" to the building. Attention shall also be accorded to design features which provide protection from the effects of rain, snow, and ice at building entrances, and to provisions for snow and ice removal or storage.*

Both the residential and commercial entries are clearly identifiable; enjoying projecting canopies and articulated terraces with seating areas, patios, and terraces.

An accessible entry between the parking garage and the residential units appears on the plan as a "future" amenity. To meet this standard, the internal entry/access ramp referenced in Sheet A1 shall be installed. Without this access, any mobility impaired resident or visitor would be compelled to go outside the parking garage, travel along the public sidewalk, and enter the lobby on the west elevation to access the lobby to the residential units (or commercial enterprises.) Should this building change hands and

become an open market residential apartment building, the connection to the parking garages will be imperative.

The applicant shall also define if the doors from the Maple Street parking deck into the retail area will be ADA accessible.

*Window openings shall maintain consistent patterns and proportions appropriate to the use. The window pattern should add variety and interest to the architecture, and be proportioned to appear more vertical than horizontal. Where awnings over windows or doors are used, the lowest edge of the awning shall be at least eight (8) feet above any pedestrian way, and shall not encroach into the public right-of-way without an encroachment permit issued by the dept. of public works.*

Window openings provide regularity across the building expanse, although it is easy to understand that there remains a desire to provide continuous floor plates throughout the entire structure. The windows themselves enjoy minor variations, with the greatest divergence at the prominent Maple/St. Paul St. corner, where larger windows “hug” the corner and fall within the brim of the overhead projecting cornice. Revisions have included greater enhancement and articulation in window trim across the building.

Awnings are proposed over many of the windows, especially on the Maple Street frontage. These are assumed to be rigid architectural canopies, providing visual interest as building “eyelashes” when viewed with sun impacts. All canopies are assured to be in excess of 8’ above the public way. Anything within the public ROW will be required to have encroachment agreements in place with the City.

*Buildings placed on a side or rear property line where no setback is required shall contain neither doors nor windows along such façade so as not to restrict future development or re-development options of the adjacent property due to fire safety code restrictions. Otherwise they should be setback a minimum of 5-feet.*

The proposed building meets the setback standard required by **Article 4, Table 4.4.1-1** for Downtown Transition District C.; Footnote 2, side and rear setbacks when abutting a residential district, 15’. **(Affirmative finding as conditioned)**

***(b) Protection of Important Architectural Resources:***

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

The Eagles Club was not listed on the state or National Register of Historic Places, and has been permitted for demolition (ZP 14-0427CA.) **(Not applicable)**

***(c) Protection of Important Public Views:***

*Development shall preserve distant terminal views of Lake Champlain and the Adirondack Mountains and important public and cultural landmarks from public places and along east-west public rights-of-way to the extent practicable. This shall not be construed to include similar views from exclusively private property.*

East-west views as framed along the public right-of-ways along Maple and King Street will largely remain.

*Sensitivity shall be used in the massing of proposed development such that light and air is allowed to penetrate and some views may be preserved. Alternatives that extend access to such views by allowing public access into and through the proposed development are encouraged. In no case shall development be permitted to span across the public rights-of-way in such corridors.*

The proposed building size and mass is anticipated to significantly impact access to light currently enjoyed by private property residents to the east of the development site. See newly submitted perspectives, page A10 and A11.

Public views may be accessed from the proposed new commercial uses along St. Paul Street. Views along major street corridors will remain.

The development does not propose to span public rights-of-way in street corridors. **(Affirmative finding)**

***(d) Provide an active and inviting street edge:***

*Building facades shall be varied along the street edge by the integration of architectural features, building materials, or physical step-backs of the façade along its length. Large expanses of undifferentiated building wall shall be avoided. This may be accomplished by incorporating fenestration patterns, bays, horizontal and vertical façade articulations, the rhythm of openings and prominent architectural features such as porches, patios, bays, articulated bases, stepping back an elevation relative to surrounding structures, and other street level details. The use of traditional facade components such as parapet caps, cornices, storefronts, awnings, canopies, transoms, kick plates, and recessed entries are highly encouraged. In areas where high volumes of pedestrian traffic are desired, the use of architectural recesses and articulations at the street-level are particularly important in order to facilitate the flow of pedestrian traffic.*

Design elements, mainly canopies, entryways, windows, terraces, canopies, seating areas, and surface treatments are largely successful in breaking up the mass and expanse of the proposed building. The differing grades present a challenge to accessible pedestrian traffic; commercial and residential building openings are either above or below sidewalk level, requiring use of stairways or ramps to enter the building. The physical separation between the sidewalk and the building activities/openings had the potential to diminish the potential for visual and physical access, unintentionally de-activating those areas. The loss of street-level entry (as a direct response to grade changes) hampers the liveliness and availability of those spaces. Revisions to original plans were submitted to the Design Advisory Board which included sinking the floor level at the southwesterly corner; lowering the patio wall to 3'0" from the public sidewalk. This effort reduces the physical separation between sidewalk and storefront; and increases the opportunity for engagement between both.

*Non-residential buildings should provide visual access into the interior of building at the street level through the use of large transparent windows and/or window displays in order to create a dynamic and engaging public streetscape. The use of mirrored, frosted, or tinted glass shall not be permitted along an active pedestrian street-level façade. In contrast, residential buildings may be slightly recessed and/or elevated from the street-level in order to provide privacy. In such cases, visual interest along the streetscape can be provided through the use of landscaping, porches, and other similar features that offer a transition between public and private space.*

Large windows are proposed for the commercial spaces on the westerly, southerly and northerly areas. The residential entry on the west is both inviting while reserved; the glass entryway opens to a lobby rather than private space. One residential entry port enjoys a westerly patio that is inviting to the streetscape yet intended for private use.

Revisions to the lower floor plate have lessened grade differences at the garage deck openings. The pedestrian level street experience has been improved due to these, and alterations to the garage ventilation openings.

*Buildings in downtown districts that provide open space by way of building setbacks at the ground level shall utilize landscaping, street furniture, public art, sitting walls, fountains, etc. to maintain a sense of the existing street wall, define a sense of entry for the building and create a space that enhances the pedestrian's experience. Urban "open" space shall maximize accessibility for all individuals including the disabled, and encourage social interaction.*

At the lower westerly portion of the façade, the streetfront includes walls, patios, terraces, and open areas for public enjoyment and active building entry. As designed, the plan defines a street wall, while providing areas of pedestrian and public interaction.

The differing grades present challenges to access (both physical and visual) to "first floor" spaces. The raised terrace at the corner of Maple and St. Paul has been reduced to encourage interaction and engage pedestrians in that space; the height distance having previously been an obstacle. The raised patio/platform at the center of the westerly façade immediately defines this area as private; however the steps (and landscaping) provide for a warmer streetfront presence. All levels must be easily accessible, visually and physically. **(Affirmative finding)**

***(e) Quality of materials:***

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

The application proposes the use of several sheathing materials, including EIFS (Exterior insulation finishing system, a kind of "synthetic stucco"), hardiboard, corrugated metal, limestone, brick veneer, concrete and MDO (medium density overlay) panels. Windows are proposed to be aluminum frame; railings steel. All are popular materials in recent construction projects. The application states that "the building materials are selected because they are non-combustible, durable, structurally compatible, and components of energy efficient wall assemblies." In as much as is known about these products, they have a reasonable life span. **(Affirmative finding)**

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

The Eagles Club building has already been permitted for demolition. It was not historically sensitive. **(Not applicable)**

***(f) Reduce energy utilization:***

*New structures should incorporate the best available technologies and materials in order to maximize energy efficient design. All new construction shall 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.*

See description under *Quality of Materials*, above. The development will be required to meet *Guidelines for Energy Efficient Construction*, as noted above.

*New structures should take advantage of solar access where available, and shall undertake efforts to reduce the impacts of shadows cast on adjacent buildings where practicable, in order to provide opportunities for the use of active and passive solar utilization.*

Other than passive solar gain through broad window exposure, there is no solar component within the development plan. The building is proposed to meet LEED Silver certification standards or similar.

No identifiable avenue has been suggested for the reduction of shadow impacts of the building, which are anticipated to be substantial. **(Affirmative finding as conditioned)**

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

The project plans depict sign bands for the ground-floor retail spaces. The sign bands are dimensionally acceptable. Actual signs are not included in this proposal. Any signage will require a separate sign permit. **(Affirmative finding as conditioned)**

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

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

See Section 6.2.2 (p) above.

*Rooftop mechanicals, including heating and cooling devices and elevator equipment, should be incorporated into the structure's design, and shall be arranged to minimize their visibility from the street level. Such features, in excess of one foot in height, shall be either enclosed within the roof structure, outer building walls, or parapets, or designed so that they are integrated into the overall design and materials of the building. Where such rooftop features do not exceed ten percent (10%) of the total roof area, they may be considered "ornamental and symbolic features" pursuant to Sec. 5.2.7 for the purposes of measuring building height.*

Four rooftop units are proposed; all set back from the building edge and situated so as to avoid discernment. These units are anticipated to exceed the maximum building height, and an area calculation of 1,827 sf (9% of the roof area) has been provided. This percentage is less than the 10% provision noted within this standard and is acceptable. In response to Board concerns about visibility and screening of the rooftop units, the applicant has noted that their placement on the roof away from the edge will limit visibility from the street. Revised elevation drawings including a slightly modified parapet have been submitted. The revised parapet is intended to provide improved screening of the mechanical units behind.

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

It is unlikely that neighboring properties will experience noise or vibration from the rooftop units due to their proposed location. **(Affirmative finding)**

***(i) Make spaces secure and safe:***

*Spaces shall be designed to facilitate building evacuation, accessibility by fire, police or other emergency personnel and equipment, and, to the extent feasible, provide for adequate and secure visibility for persons using and observing such spaces. Building entrances/entry points shall be visible and adequately lit, and intercom systems for multi-family housing should be incorporated where possible, to maximize personal safety.*

It is assumed that the entire building will be sprinklered. All development shall meet or exceed current building and life safety code as defined by the fire marshal and the building inspector. **(Affirmative finding as conditioned)**

**Article 8: Parking**

***Sec. 8.1.8, Minimum Off-Street Parking Requirements***

The project is located within the Downtown Parking District. Within that parking district, 1 parking space per residential unit is required, and 0 parking is required for retail. The project contains 115 residential apartments and several retail spaces. Onsite parking amounts to 66 spaces. As proposed, none of the onsite parking will be available to residents of the building. As a Champlain College facility, it will be included in the Joint Institutional Parking Management Plan (JIPMP). That Plan requires that all students with vehicles park them offsite at the College's Lakeside Avenue parking facility. Shuttle service will link the building with the parking facility and the College's campus.

The applicant has submitted additional information explaining how the JIPMP will guide parking management onsite. Students living in the proposed apartment building may not keep their vehicles onsite. They must be parked offsite as noted above. Moreover, the proposed apartment building will result in no net increase in student body or related parking demand. The proposed apartment building (with 304 beds) will replace the student housing units being taken offline at Spinner Place (272 beds) and Quarry Hill (115) beds. Note that students residing at Spinner Place and Quarry Hill are required to park offsite. They are bound by the same JIPMP procedures that will govern parking at the proposed apartment building. Existing parking management procedures of existing parking demands will simply be transferred. **(Affirmative finding)**

***Sec. 8.2.5, Bicycle Parking Requirements***

The 115 residential units require 29 long term and 12 short term bike parking spaces (1 per 4 units and 1 per 10 units, respectively). The 4,300 sf retail space requires 2 short term bike parking spaces per Sec. 8.2.5, *Bicycle Parking Requirements*, (c) and 0 long term bike parking spaces. As proposed, 32 long term spaces and 52 short term spaces will be provided. The long term spaces will be provided in the building within enclosed bike storage space. Short term spaces will be provided in bike racks around the periphery of the building and also within the parking garage. **(Affirmative finding)**

**Article 9: Inclusionary & Replacement Housing**

As the project includes 115 apartment units, it is subject to the inclusionary housing provisions of this article. Its use as purely student housing for Champlain College presents a unique challenge to meeting the inclusionary standards. The College has provided documentation to the city's Housing Trust Fund demonstrating that 23% of its students qualify under low income guidelines

(at or below 65% median area income adjusted for household size). New information has been provided that breaks down this percentage by class and residency. All classes and residency types are well above the 15% inclusionary requirement, ranging from 19% to 25%. These students have been subsidized with scholarships and grants awarded by the College to cover tuition, room, and board expenses.

The inclusionary requirements of this article stipulate that 15% of the housing units be affordable at 65% of the median area income adjusted for household size. Collectively, the College student body is at 23%. The proposed apartment building is for juniors and seniors with an average of 23.5% meeting the inclusionary housing income threshold. The College has provided additional information outlining the income-blind, self-selection process for students to select housing and roommates. No preference will be given based on income. Housing units in the proposed apartment building will be equally available to all juniors and seniors, regardless of income status. There will be no designated inclusionary units. All units and income levels will be fully integrated consistent with the intent of Article 9.

As noted in the January 31, 2014 memorandum from John Caulo, Associate Vice President – Campus Planning & Auxiliary Services to Brian Pine, Assistant Director for Housing, the College has agreed to file an annual summary report with the Community and Economic Development Office demonstrating that its undergraduate student population continues to meet the minimum inclusionary housing criteria of this article. In the event that the housing units ever cease to be dedicated student housing for the College, the project will be subject to compliance with the inclusionary housing requirements of the city at that time. This proposal has been reviewed and found to be acceptable by the city’s Assistant Director of Housing. **(Affirmative finding as conditioned)**

#### **Article 10: Subdivision**

##### ***Sec. 10.1.5, Lot Line Adjustments***

No subdivision of land is included in this proposal. Three separate parcels will be merged into one parcel. As required, a lot line adjustment plat prepared by a VT licensed land surveyor has been submitted. Prior to filing the plat in the city’s land records, the surveyor’s seal and signature must be affixed to the mylar. **(Affirmative finding as conditioned)**

#### **Article 11: Planned Development**

As a single building with more than 5 residential units, this project qualifies as a minor Planned Unit Development and is exempt from the requirements and standards of this Article. The project is, however, subject to inclusionary housing requirements per Article 9 above. **(Affirmative finding)**

## **II. Conditions of Approval**

1. **Prior to release of the zoning permit**, review and approval of sight distances, turning radii, and retaining walls by the city engineer shall be required.
2. **Prior to release of the zoning permit**, a wastewater capacity letter from the Department of Public Works shall be obtained.
3. **Prior to release of the zoning permit**, a plan or mutual agreement for snow storage and/or removal, particularly for Browns Court, shall be executed between Champlain College and the City of Burlington.

4. **Prior to release of the zoning permit**, removal of the street tree for the Maple Street garage entrance shall be reviewed and approved by the City Arborist.
5. **Prior to release of the zoning permit**, revised project plans depicting the following shall be submitted, subject to staff review and approval:
  - a. Bicycle parking sign details;
  - b. Outdoor and garage lighting details compliant with Sec. 5.5.2 of these findings; and,
  - c. Commercial mailbox details.
6. **Prior to release of the zoning permit**, all required permissions and encroachment agreements for work and development (including the final extent, layout, and components of such construction) within the public ROW shall be sought and granted.
7. **Prior to release of the zoning permit**, the following stormwater management conditions shall be met:
  - a. The applicant shall obtain written approval of the Erosion Prevention and Sediment Control Plan from the Stormwater Administrator;
  - b. The applicant shall obtain the written approval of the Stormwater Management Plan from the Stormwater Administrator; and,
  - c. A letter of credit or escrow agreement shall be executed with the City of Burlington for all construction site stormwater management and erosion control measures. The agreement shall be in an amount sufficient to cover the complete cost of administration and construction associated with remedying a problem associated with construction site stormwater management or erosion control. The standard forms for the letter of credit or escrow agreement are available at the Planning & Zoning Department.
8. **Prior to filing the property plat mylar**, the plat shall be signed and sealed by the VT licensed land surveyor who prepared it.
9. At least **7 days prior to the issuance of a certificate of occupancy**, the applicant shall pay to the Planning & Zoning Department the impact fee as calculated by staff based on the net new square footage of the proposed development.
10. **Prior to issuance of a certificate of occupancy**, the project engineer must certify in writing that, among other things, the project EPSC plan as approved by the Department of Public Works has been complied with and final site stabilization has occurred. This certification shall be filed with the Department of Planning & Zoning.
11. **Prior to issuance of a certificate of occupancy**, the public parking included in this project shall be guaranteed by way of a legally binding agreement, subject to review and approval by the City Attorney. If and when the use is no longer associated with Champlain College student housing, the public parking realized by way of the 2 height bonuses shall continue to be provided.
12. At any time in the future, should the use no longer be associated with Champlain College student housing, an assessment of the parking requirements for the proposed use under the zoning ordinance in effect at that time shall be made. Provisions for accommodating the required parking will likely require development of a parking management plan, as the JIPMP will no longer apply.
13. A Corrective Action Plan (CAP) with the VT Department of Environmental Conservation may be required. **Prior to issuance of a certificate of occupancy**, documentation that the site has been appropriately addressed by way of a CAP or written verification from VT Department of Environmental Conservation that a CAP is not required shall be submitted.
14. Days and hours of construction shall be limited to Monday – Friday, 7:00 AM – 6:00 PM and Saturday, 8:00 AM – 5:00 PM. No construction activity shall be allowed on Sunday.

15. This project is subject to the inclusionary housing requirements of Article 9. These requirements shall be met as articulated in the January 31, 2014 memorandum from John Caulo, Associate Vice President – Campus Planning & Auxiliary Services to Brian Pine, Assistant Director for Housing regarding Eagles Landing Student Apartment Project / Inclusionary Zoning.
16. The ADA entrance ramp access suggested within the lower level plan (A1) shall be included within this development proposal to assure accessibility between the Maple Street parking deck and the elevator access to upper (residential) floors.
17. All new utility lines shall be buried.
18. All exterior signs shall require a separate sign permit.
19. A State of Vermont wastewater permit is required.
20. All new construction shall 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.
21. Standard permit conditions 1-15.



# CHAMPLAIN COLLEGE

# RECEIVED

MAR 07 2014

DEPARTMENT OF  
PLANNING & ZONING

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## MEMORANDUM

TO: Burlington Department of Planning and Zoning  
FROM: John Caulo  
RE: Eagles Landing / Application No. 14-0671, 14-0672, 14-0721 CA/MA  
DATE: 7 March 2014

Thank you forwarding the DRB comments as transcribed in its deliberative motion dated February 24, 2014. While we are disappointed the Board's comments have resulted in a reopening of the public hearing process, we understand and respect its decision, recognizing the importance of the Project extends well beyond Champlain College to include the community itself.

As an institutional neighbor and longtime community stakeholder, the College shares many of the same long-term interests as the City, including the creation of sponsored housing and responsible urban development. As we shared with the Board, we believe the *Eagles Landing* application reflects the shared vision, goals and objectives of the College and community.

We also recognize that certain aspects of the Project are somewhat unique, in particular, the off-campus project site location and a business strategy involving a private, 3<sup>rd</sup> party development entity. Accordingly, our responsibility is to provide the Board the necessary assurances the Project will be constructed and managed to the same performance standards the College holds itself to on other institutional initiatives.

On behalf of the applicant, Eagles Landing, LLC, we are pleased to offer the following response to the questions and comments posed by the DRB in its deliberative motion dated February 24, 2014, and we look forward to discussing them in detail on March 18<sup>th</sup>.

### 1. Waste Management Location:

DRB: "The dumpster location is not acceptable as is and needs to be moved away from the house (in a different location) or somehow dealt with differently."

**Response.** After exploring the feasibility of relocating the trash enclosure to an alternate portion of the site, the Applicant has concluded the trash enclosure at the end of Brown's Court is the optimal location, based on operational, design, and regulatory considerations. We are also confident that proper equipment sizing and pickup scheduling will mitigate any undo negative impacts on adjoining properties. Specifics follow:

- a. Alternate Maple Street Location. The feasibility of locating trash equipment within Maple Street garage was investigated, and discussed with a waste management firm with extensive experience in the market. Unfortunately, it does not offer the advantages of the preferred Brown's Court location.

Shortcomings include:

- i. Less Operational Efficiency: Longer travel distance between 2<sup>nd</sup> floor trash room and dumpster location at the southeast corner of the 1<sup>st</sup> floor garage
- ii. Increased Pick-Up Waste Hauling: An interior dumpster location limits the size of individual trash containers to a 3-yrd, caster wheel-style dumpster. Based on the development program of the Project and the anticipated quantity of trash to be generated, the small

dumpster size will result in multiple dumpsters required to service the Project (2-3 dumpster for trash; 2-3 dumpsters for recyclables); more frequent pick-ups (5-6 times per week) and longer time durations per pick-up. The result is increased negative impacts along Maple Street, including traffic and to adjacent residential property owners.

- b. Operational Efficiency of Brown's Court Location. The proposed location is centrally and conveniently located to the building core, facilitating the efficient transport of trash and recycling from residential apartments to the trash enclosure. The proposed exterior location can also accommodate two (2) 20-yd. trash compactors (one each for trash and recyclables), resulting in an "on-demand" pick-up schedule of no more than one (1) pickup per week. Further, trash pickup by the waste management vendor can be scheduled to occur within standard working hours. Fewer pickups and scheduling pickups within working hours will result in decreased negative impacts to neighboring property.
- c. Revised Site Detail. See attached civil plan Sheet C6, as revised to show the trash enclosure including dimensions and additional landscape screening.
- d. Site Plan Design Standards. Sec 6.2.2(p) of the Ordinance requires "utility and service enclosures shall be coordinated with the design of the principal building and shall be grouped in a service court away from public view. Trash and recycling bins shall be located within or behind buildings, enclosed on all four sides to prevent blowing trash and screened from public view." The proposed location affirmatively responds to this criterion.
- e. Prior Recommendation. In addition to compliance with Sec 6.2.2(p), both the Design Advisory Board and P&Z staff have expressed support of the Brown's Court location.

2. **Architectural Elevations 1:**

DRB: "They need to provide elevations or renderings of the buildings with the adjacent properties on Maple Street and King Street."

*Response.* See attached elevations entitled Site Sections, Sheets A10 and A11.

3. **Architectural Elevations 2:**

DRB: "We want an elevation that shows the Browns Court elevation in context with adjacent properties. (They had a 3-d view of this- without the Brown's Court Houses- they could add the simple massing of these into that view...)"

*Response.* See attached elevations entitled Site Sections, Sheets A10 and A11.

4. **Parking Plan.**

DRB: "They need to address the CATMA plan and explain how this project is specifically addressed in the CATMA plan as it exists today".

*Response.* Champlain College is a member of the Campus Area Transportation Management Association (CATMA), which files a 5-year (and updated annually) Joint Institution Parking Management Plan (JIPMP) to the City on behalf of its member institutions. A new 5-year JIPMP (for the years 2014 through 2019) has been completed, and will be presented to the Burlington Planning Commission in March. With specific regards to the *Eagles Landing* project, the Board is in receipt of the letter from CATMA to Scott Gustin dated December 16, 2013 which specifically accounts for the proposed *Eagles Landing* project within both the existing JIPMP (2009-2014) as well as the updated (2014-2019) parking management plan. The letter also confirms the College policy of requiring all residential student parking to be located at the Gilbane lot along Lakeside Ave.

The Applicant would also like to clarify other points in order to provide the Board with further assurance of the workability of the parking plan as it relates to the Project and the tenancy of Champlain College students.

- a. No Additional Parking Demand. While the CATMA letter dated 12/16/14 is a helpful tie-in of the Project to the JIPMP, it does not clearly articulate that the *Eagles Landing* Project will not result in a

net gain in undergraduate enrollment at the College, or an increase in student-generated parking demand. In fact, students who will reside *Eagles Landing* apartment units will largely be the same students currently occupying Spinner Place (272 beds) and Quarry Hill (115 beds), two off-campus residential apartment properties leased by the College. The proposed occupancy schedule for the *Eagles Landing* project generally coincides with the lease expiration of those properties.

- b. Additional Parking Assets Available at Gilbane Lot. As noted in the CATMA documents, the College currently controls 200 spaces at the Gilbane lot through a CATMA-negotiated long-term lease. In addition, the CATMA enjoys an option to lease up to an additional 200 spaces at the site on behalf of Champlain, thereby assuring adequate parking supply for any unforeseen future increases in demand.

#### 5. Tenant Management.

DRB: "They need to clarify the guidelines and the management of the student housing and how that will be accomplished."

*Response.* Champlain College, including its residential student population, has developed a reputation for being a responsible institutional neighbor. The College currently operates and manages over 1300 beds of student housing, including on-campus residence halls and off-campus apartments. In addition, other students reside in off-campus housing owned and managed by unaffiliated 3<sup>rd</sup> party entities. Regardless of their residential address, all undergraduate residential students are held to a code of conduct articulated in the College's Student handbook. Any misbehavior is addressed through an internal judicial review process and can lead to disciplinary action, including expulsion from the College.

The Board should also be aware of the College's established track record in managing off-campus housing as well as the tenant management policies proposed for the Project, thereby providing the Board the assurance that the College values its reputation as a responsible institutional neighbor, now and in the future.

- a. Off-Campus Student Apartment Experience. Since August, 2006, Champlain College has leased 272 beds at Spinner Place, a mid-rise, mixed-use student apartment complex in downtown Winooski. As noted during the public hearing, the downtown location, residential density and mixed-use environment of the Spinner Place neighborhood is directly comparable to the neighborhood fabric of the *Eagles Landing* site. Perhaps more importantly, the 7+ years of Champlain tenancy at Spinner Place has been a positive experience for both the College and downtown Winooski neighborhood with no undo negative impacts resulting from the College's presence. The College also leases 24 apartments (115 beds) at Quarry Hill, a mid-rise apartment building in South Burlington. Like Spinner Place, the experience at Quarry Hill has been a positive one for the College and neighborhood.
- b. Proposed Lease Management at Eagles Landing. In addition to the code of conduct contained in the Student Handbook, tenant selection and retention at *Eagles Landing* will be managed through a lease document (copy attached). We would like to draw the Board's attention to key provisions contained in the lease that address tenant behavior, thereby providing the Board assurances that the College and Applicant our responsibility of managing tenant behavior seriously. Provisions include:
  - i. Page 1 – Good Neighbor Policy
  - ii. Paragraph 14 – Tenant Obligations and Termination
  - iii. Paragraph 21 – Notice of Problems
  - iv. Paragraph 22 – Tenant Parking
  - v. Paragraph 26 – Parties
  - vi. Paragraph 27 – Exterior of Leased Premises
  - vii. Paragraph 28 – Required/Prohibited Actions

6. **Building Materials – Brown’s Court Elevation.**

DRB: “The Browns Court elevation should have materials on par for (with) the rest of the building.”

*Response.* The exterior materials selected for the east elevation of the building are chosen from the same palette of materials used on other elevations of the building. After considering the comments of the DRB, the Applicant proposes minor changes in the detailing and color of the EIFS material proposed for the elevation. The proposed changes are shown on Sheets A4 and A5 as revised. Specific considerations include:

- a. Design Rationale. The palette and composition of exterior materials used on the various elevations of the building respond to the context of the use and streetscape conditions of the respective elevations. Unlike the west, north and south elevations of the building, which respond to the primary and secondary streetscape conditions of St. Paul Street, King and Maple Streets, respectively, the east elevation responds to Brown’s Court, a service court providing residential access to two (2) multifamily residential structures.

While the materials used on the east elevation (cement board siding and EIFS) are consistent with materials used elsewhere on the building, the arrangement and composition is intentionally understated, responding to the context of Brown’s Court within the hierarchy of the established street system; its location and function as a service court; and to provide an understated façade to complement the architectural expression of the 19<sup>th</sup> century residential structures on the east side of Brown’s Court.

- b. Architectural Design Standards. Sec 6.3.2(a) of the Ordinance states that “proposed buildings shall be proportioned for their function and with respect to their context.”
- c. Prior Recommendations. Both the Design Advisory Board and P&Z staff have expressed support of both the palette and composition of materials proposed for the exterior of the building, including the Brown’s Court elevation.

7. **Inclusionary Zoning.**

DRB: “Inclusionary Zoning – more clarification – some question about the inclusionary units will be dispersed. What we were looking for is a better/clearer statement of how Champlain sees themselves as meeting the Inclusionary requirement. (Thy had a verbal answer)”

*Response.* The Board is in receipt of memo from Champlain to Brian Pine dated January 31, 2014 regarding the College’s ongoing support for affordable housing as part of its core mission, and how it intends on satisfying Article 9 of the Ordinance at the Project. The Board is also in receipt of a subsequent memo from Brian Pine to the DRB dated February 11, 2014 providing written confirmation of the College’s compliance with Article 9. Key points articulated in both memos include:

- a. Equal Opportunity Housing at Champlain College. Based on current census data, approximately 23% of Champlain’s undergraduate population meets the affordability threshold outlined in Article 9. Breakdown by class is as follows:

Class (Year)	Undergraduate Enrollment					
	Burlington All Students	65% Med. Income Students %		Burlington Res. Students	65% Med.Income Students %	
Freshman (2017)	755	184	24%	654	156	24%
Sophomore (2016)	582	129	22%	349	67	19%
Junior (2015)	405	94	23%	162	41	25%
Senior (2014)	<u>386</u>	<u>73</u>	<u>19%</u>	<u>139</u>	<u>30</u>	<u>22%</u>
Total:	2128	480	23%	1304	294	23%

All residential students, regardless of income level, are provided equal access to College sponsored housing (i.e., either at on-campus residence halls or at off-campus apartments). The College employs an income blind, self-selection lottery process through which students have the opportunity to select available housing and housing mates.

- b. Equal Opportunity Housing at Eagles Landing. At the *Eagles Landing* project, undergraduate tenancy will be limited to upperclassmen (juniors and seniors), all of whom, regardless of income status, will have equal opportunity to select available apartments and apartment mates using the same self-selection process established by Champlain for other College-sponsored housing. None of the dwelling units (or individual bedrooms within a dwelling unit) shall be designated as "affordable" thereby assuring a fully integrated residential community, consistent with the goals of Article 9 and the ongoing practice at Champlain College.
- c. Ongoing Compliance with Article 9. Moving forward, the College agrees to file an annual summary census report with the CEDO office demonstrating ongoing institutional compliance with Article 9.

8. **Elevations with Material Keys.**

DRB: "There are inconsistencies in the elevations; the materials are not called out properly. Corrected elevations were not submitted."

*Response.* See the revised building elevations with corrected material key on Sheet A5. In response to an observation raised by the DRB about the materials and composition of the St. Paul Street elevation, the Applicant proposes modest revisions which simplify the both the palette and tonal quality of the materials used. The revisions strengthen the architectural vocabulary across the elevation, reinforcing the visual experience of a single building, and do so without sacrificing the diverse character of the various pedestrian environments that occur at the street level. Changes include:

- a. Primary Building Entry: Charcoal brick has been replaced with red brick, with an embellished metal panel parapet providing a more prominent 'cap' over the primary entrance of the building.
- b. Symmetry Around Primary Building Entrance. The building sections directly adjacent to the primary building entrance are clad with the same cement board siding and expressed with a neutral "khaki" color paint, reinforcing the connection to the building entrance and providing a backdrop surround to the building entry.
- c. Color. The color palette has been warmed and lightened by the use of "khaki". The intent is to provide a softer color contrast between the three (3) non-masonry materials (metal panel; EIFS and cement board siding).

9. **Roof-top Mechanical Equipment.**

DRB: "How the units are screened on the roof should be addressed."

*Response.* Roof-top equipment includes an enclosed mechanical penthouse and four (4) pieces of exposed equipment which occupy 1,827sf, or approximately 9% of the roof plate. The exposed pieces of equipment are located towards the center of roof plane to minimize visibility from the street level. In response to a DRB comment, the Applicant proposes an architectural enhancement of the parapet designed over the primary building entry along St. Paul Street as an "ornamental or symbolic feature". In addition to concealing exposed rooftop equipment, the feature will also provide a visual 'cap' over the primary entrance of the building. The proposed changes are shown on Sheet A5 as revised. Other considerations include:

- a. Consideration of Additional Screening Options. The installation of additional screening material around the equipment was considered, and abandoned because the access clearances required [between the equipment and screening] would increase its visibility of the equipment enclosure from the adjacent ground plane.
- b. Architectural Design Standards. Sec 6.3.2(h) of the Ordinance requires "rooftop mechanicals should be incorporated into the structure's design and shall be arranged to minimize their visibility from the

street level. Where such rooftop features do not exceed ten percent (10%) of total roof area, they may be considered 'ornamental or symbolic' features for the purposes of measuring building height." The proposed location of the exposed roof-top equipment affirmatively responds to these criteria.

- c. Prior Recommendation. In addition to compliance with Sec 6.3.2(h), both the Design Advisory Board and P&Z staff have expressed support for the location and treatment of roof-top equipment as presented in the application.

#### 10. Parking Garage Lighting.

DRB: "Visibility of garage lighting from the street – provide some screening so that you are not looking into the brightly lit area."

*Response.* The visibility of the two (2) off-street parking areas and the proposed lighting plan are designed to promote public safety. To the extent the parking spaces will be used by off-site members of the public (for either short-term convenience parking or long term employee parking) the open design and proposed lighting levels are consistent with anticipated public use. As designed, exterior openings to the garage will be partially screened with planted landscape materials. In lieu of additional screening suggested by the Board, the Applicant will install lighting controls that will:

- a. Automatically reduce lighting levels by approximately 50% at a prescribed after hours duration (10:30PM +/- through dawn).
- b. Provide 100% lighting levels when activated by a motion detector within the garage.
- c. Minimum and maximum lighting levels and uniformity ratios shall comply with IESNA's RP-20-98 "Lighting for Parking Facilities" standards.

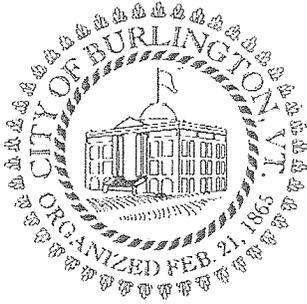
These changes and additional lighting level information is reflected on the attached revised Electrical Plans E1.0, E2.0, and E3.0.

#### 11. Primary Entrance.

DRB: "Our analysis is that Brown's Court will be the main entrance for the occupants of this building. The applicant is offered the opportunity to discuss. (As the preference would be for St. Paul to be the main entrance.)"

*Response.* We feel both entrances will be utilized, which is appropriate given the scale of the Project and the direction of where people are coming/going. The ultimate destination of the student's travels (campus / downtown / waterfront) will determine the relative use of the two access points. Regardless, we are fortunate to have direct pedestrian access onto two public ROWs to connect the Project to the community.

- a. St. Paul Street Entrance. From a site planning, streetscape and architectural design perspective, St. Paul Street is the primary entrance of the building. This is supported by the location the elevator core, and mail drop area within the primary entrance of the building. This is also reinforced by the location of a bus stop and commercial land uses directly adjacent to the exterior of the building entrance. We anticipate the St. Paul Street entrance will be heavily used by students walking or riding the shuttle bus student back/forth to campus as it is the most convenient. It will also be heavily used by students walking to the waterfront and points south. In addition to the student/residents, we anticipate the St. Paul Street entrance will also be used by visitors to the building.
  - b. Brown's Court Entrance. Given its location at the end of a service court, the entry at Brown's Court is designed as an attractive secondary building entrance to be used primarily by student residents. Given the interior bike storage area located inside the 2<sup>nd</sup> floor entrance, we anticipate this will be favored by bicyclists who are storing bikes at this location. It will also be used by students walking back and forth to downtown, particularly from the northeast.
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## Office of Mayor Miro Weinberger

March 12, 2014

RE: Eagles Landing / Application No. 14-0671, 14-0672, 14-0721 CA/MA; 194 St. Paul Street

Dear Design Review Board members,

I am writing to offer comments on Champlain College's Eagles Landing project in conjunction with your upcoming March 18 public hearing. Since taking office, two of my top priorities have been to repair the City's finances and to address what PlanBTV called Burlington's "extreme shortage of housing". While no project is perfect, Eagles Landing is a commendable project and represents significant progress towards both of these goals.

If the project is successfully built, the City will realize \$1.1 million dollars from the sale of Brown's Court and receive approximately \$400,000 a year in new property tax revenue. These are very significant figures in a City that is still climbing out of a multi-million dollar financial hole and where a 1-cent increase in the property tax rate yields approximately \$350,000 in annual revenue.

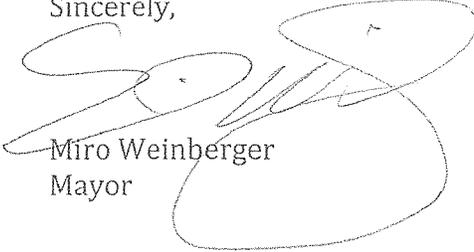
In addition, Eagles Landing represents an attempt by the City to directly address Burlington's housing shortage through the creation of a significant number of new homes in a downtown site. My Administration has expended considerable effort pursuing and supporting this development, and the City Council approved the sale of the Browns Court property to Champlain College with a unanimous vote. My Administration hopes to see additional projects over the next few years that will add badly needed downtown housing and lessen student-related impacts in many existing neighborhoods by housing students in professionally managed downtown environments. A denial of a permit to the Eagles Landing project would be a significant setback to this new, broadly-supported, strategic effort to address one of Burlington's chronic problems.

I very much appreciate the work of the DRB, the DAB, and City planning staff to work constructively with the applicant in the review process on issues such as scale, massing, noise, and other design issues – many concerns shared by me as well. The Champlain College team, to their credit, listened to public input and made significant modifications in response to these concerns. The result is a greatly improved project that does much to activate a currently dead streetscape, creates an inviting public edge along St. Paul Street, and adds a net increase of public parking to the area.

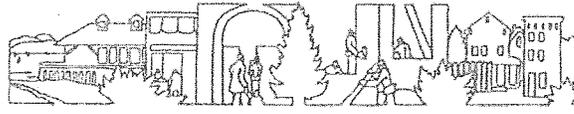
Finally, I'd like to share my appreciation of Champlain College as a community partner. The College has demonstrated over the past 20 years an unwavering commitment to help enrich the built environment, work with the community to be a good neighbor, and educate future community leaders and entrepreneurs. I have every confidence that they will continue to be good neighbors with this project.

Thank you for your consideration and for your valuable service to the City.

Sincerely,

A handwritten signature in black ink, appearing to read 'Miro Weinberger', is written over a large, faint, circular watermark or stamp. The signature is fluid and cursive.

Miro Weinberger  
Mayor



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## COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401  
(802) 865-7144 • (802) 865-7024 (FAX)  
[www.burlingtonvt.gov/cedo](http://www.burlingtonvt.gov/cedo)

March 12, 2014

RE: Eagles Landing / Application No. 14-0671, 14-0672, 14-0721 CA/MA; 194 St Paul Street

Dear Design Review Board:

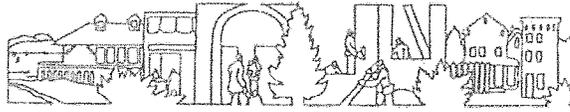
I understand parking was a discussion item at your last public hearing in February, in relation to the proposed Eagles Landing development. I also understand that the DPZ staff has confirmed (Section 6.C in 2/18 staff report) that 65 of the 66 spaces will be reserved for partial or full public use. In the agreement between the City and Champlain College; the college has committed to manage these spaces in connection with a future parking management plan. Given these facts, I thought it would be useful context for the board to understand more about the downtown parking initiative and how these proposed spaces may play a role in our overall downtown parking plan.

Parking in downtown Burlington can be difficult. As you may know, poor experiences with current parking assets, both private and public, are the number one complaint of visitors to our downtown. Additionally, most downtown parking assets are in a state of disrepair, due to a lack of a coherent schedule and strategy for reinvestment in infrastructure.

Recently, however, in an effort to address the challenges our parking "system" faces, CEDO, DPW, DPZ and the Burlington Business Association have launched an initiative to re-think our downtown parking policies and management. The overall goal of the Downtown Parking and Travel Management Plan is to create coordinated public/private parking partnerships that will create a more user-friendly experience and sustainable parking infrastructure. Responses to a Request for Proposals are due this week, with a Parking Advisory Committee in place to help the City partners and BBA choose a consultant to drive this work. (Copy of the RFP found here: <http://www.bbavt.org/btvparking/rfpcomplete>.)

Over the next twelve months, our City will gain national expertise and recommendations for how to change our parking system from an inefficient, crumbling and confusing system to one that creates a positive customer experience, utilizes our thousands of unused parking spaces efficiently, and sustains our infrastructure for the long run.

One of the keys to successful deployment of coordinated parking management across our downtown is the incorporation of private parking assets into the system. The Eagles Landing project will set an important precedent to developing and testing the system. In addition to the specific provisions of the parking bonuses in the application, it is also important to note that Champlain College has agreed



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to have all the spaces associated with the project made available to be part of a future parking management district. This represents a 50% growth in available public spaces from the current available 42 existing spaces in the surface lot to the 66 proposed new structured spaces. By establishing upfront that new development will participate in the district, important precedents and lessons will be set for additional new parking infrastructure - as well as existing parking assets.

Please do not hesitate to contact me or other project partners with any questions you may have regarding the broad initiative for downtown parking.

Sincerely,

Nathan Wildfire  
Assistant Director of Economic Development  
CEDO

**EAGLES LANDING**  
**DRAFT LEASE AGREEMENT**

THIS AGREEMENT OF LEASE is made and entered into this \_\_\_\_ day of month/year. between \_\_\_\_\_, individually and collectively referred to as “Tenant” and the \_\_\_\_\_, hereinafter referred to as “Landlord”.

WHEREAS, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord certain Leased Premises that are hereafter described;

WHEREAS, Landlord is only willing to lease to Tenant provided that Tenant agrees to the terms of this Lease and agrees to abide by the spirit of the following statement:

Good Neighbor Policy\Renting in Vermont. Tenant and Landlord wholeheartedly agree that Burlington, Vermont is a wonderful and special community, and we are privileged to live here, even if our stay may only be temporary. Tenant hereby agrees that maintaining the quality and vitality of the neighborhoods in which Tenant lives is of paramount importance to Landlord, Tenant and the neighbors of Tenant and is vital to our community. Tenant recognizes that the integrity and vitality of the community will only be maintained through the efforts of Tenant and Tenant’s neighbors working together and with mutual respect toward making the neighborhood a better place for all to live. Conversely, the failure of Tenant to respect the rights of Tenant’s neighbors, including the right to quiet enjoyment of their properties free of noise pollution, unsightly conditions or other nuisances, is unacceptable behavior and contributes to the destruction of our neighborhood. Accordingly, Tenant agrees that each and every act or omission of Tenant in any way related to the Leased Premises shall be governed by and shall be consistent with the spirit and philosophy of this good neighbor policy. In this regard, Tenant agrees to be considerate and respectful of Tenant’s neighbors at all times. This obligation shall include, but is not limited to, the obligation of Tenant at all times to: 1) keep noise to a minimum particularly during the hours that Tenant’s neighbors may be sleeping; 2) maintain the good appearance of the neighborhood by working to keep the Leased Premises clean, neat and free of debris and 3) treat Tenant’s neighbors and the neighborhood with the respect and consideration which Tenant wishes to be treated.

Landlord recommends that Tenant obtain a copy of the informational handbook titled “Renting in Vermont” in order to avoid some of the common problems that occur between landlords and tenants and to help explain legal rights. This handbook can be obtained by calling Vermont Tenants, Inc. at (802) 864-0099, by writing to Vermont Tenants, Inc. at P.O. Box 1603, Burlington, Vermont 05402, or by downloading an online version at [http://www.cvceo.org/htm/Housing/tenants/Renting\\_in\\_VT.html](http://www.cvceo.org/htm/Housing/tenants/Renting_in_VT.html)

Now Therefore; in consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1) LEASED PREMISES. Landlord hereby leases to Tenant certain real property located at ***Eagles Landing, 194 St. Paul Street, Burlington, Vermont*** and which is sometimes referred to herein as the “Leased Premises”. Unless indicated otherwise in writing, the Leased Premises shall be used only as a personal residence. Only the person or persons who have executed this Lease as Tenant shall be considered as tenants hereunder. No other persons may reside at the Leased Premises.

2) **TERM:** This lease shall be for the term of 12 months commencing on **July 1, 2015 AT 12 NOON AND ENDING May 15<sup>th</sup> 2016 at 12 NOON.**

3) **RENT:** Tenant shall pay to Landlord as rent for the term of this Lease \$\_\_\_\_\_ **U.S. per month** payable in advance on or before the first of each month. In addition, Tenant shall pay an **Association Fee of \$20 per month per occupant under this lease**, which equals a monthly total of \$\_\_\_\_\_ **U.S** under this Lease, and which shall be due and payable in advance on the first day of each month (the "Association Fee"). The rent and the Association Fee shall be payable via electronic ACH transfer to the account of Landlord on or before the first of each month. (Landlord agrees to allow direct deposit into Landlord's checking account – form to be completed separately). Rent and the Association Fee are payable without demand or notice. Rents received after the first day of each month will be subject to a per day late fee equal to the greater of \$25 per day or the per diem interest charged to Landlord on the portion of the mortgage loan applicable to the Leased Premises leased hereunder. For example, if the Leased Premises leased hereunder consist of one half of the square footage of the building owned by Landlord, then Tenant shall pay a per day late fee equal to the greater of \$25 per day or one half of the per diem interest on any mortgage charged to Landlord on the real property of which the Leased Premises leased hereunder are a part. Late fees will apply to any returned rent check. In addition to the foregoing, in the event that the entire rent hereunder is not paid on or before the first day of each month then the person or persons comprising Tenant hereunder shall be reported to any and all applicable credit reporting services.

4) **SECURITY DEPOSIT** Landlord hereby acknowledges the receipt from Tenant of \$\_\_\_\_\_ **U.S. as a security deposit** for both the entire Leased Premises and for a Television (in the event that a Television is leased by separate addendum) with a diagonal measure of \_\_\_\_\_ inches ("Television") which Television Landlord agrees to lease to Tenant under the terms of Addendum to Lease Agreement attached. The security deposit shall secure the performance of Tenant's obligation to pay rent, unpaid utility bills owed by Tenant, expenses due to damage beyond normal wear and tear of both the Leased Premises and the Television and the expenses resulting from removal of belongings left behind by Tenant after termination of the tenancy. Landlord may retain all or a portion of the security deposit for 1) nonpayment of rent, 2) damage to both the real and personal property of Landlord unless the damage is the result of normal wear and tear, 3) nonpayment of utility or other charges which Tenant is required to pay directly to Landlord or to a utility, and 4) expenses required to remove from the apartment articles abandoned by Tenant. 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 Television or other supplied equipment or appliances by Tenant or members of household or Tenant's invitees or guests.

If Tenant consists of more than one person, the security deposit shall be returned when each of the persons executing this Lease as Tenant have vacated the apartment and met all obligations of the lease. The security deposit is not to be applied against the last month's rent. Accordingly, in the event that Tenant does not pay the entire last month's rent on or before the first day of that month, then the person or persons comprising Tenant hereunder shall be reported to any and all applicable credit reporting services.

Tenant shall provide Landlord with a paid receipt of Tenant's Burlington 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 attached inspection checklist shall be used to determine the physical condition of the apartment for the purpose of refunding any or all of the security deposit.

Landlord shall only be required to return any security deposit owing via one check made payable to each person comprising Tenant jointly and mailed or delivered to the following address provided by Tenant:\_\_\_\_\_

**5) UTILITIES** Tenant shall pay for all utilities with respect to the Leased Premises including, but not limited to, gas, electricity, telephone, cable television, and internet access. Landlord strongly recommends that Tenant contact Vermont Gas, Burlington Electric and the telephone company at least thirty (30) days prior to tenancy.

6) MUNICIPAL ASSESSMENTS Landlord shall pay all municipal assessments with respect to the Leased Premises except any assessments, penalties or fines that are incurred due to the negligence or willful act of Tenant or any invitee of Tenant or the violation of any state, local or city law, regulation, rule or ordinance substantially caused by the action or inaction of Tenant or any invitee of Tenant including, but not limited to, any fines, penalties or assessments due to the violation of any City of Burlington noise ordinance, zoning ordinance or any law related to the consumption of alcoholic beverages or the possession of illegal substances, all of which Tenant shall pay and hereby agrees to indemnify and hold Landlord harmless there from.

7) ALTERATIONS Tenant shall make no alterations, additions, or improvements (including painting) to the interior or exterior of the Leased Premises without the prior written approval of Landlord. In the event that Tenant makes any such alterations, additions or improvements, then, in addition to any other remedies of Landlord hereunder, 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.

8) ACCEPTANCE OF LEASED PREMISES 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 Leased Premises and shall leave the Leased 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.

9) ASSIGNMENT AND SUBLEASING Tenant shall not assign, mortgage, pledge, or encumber this lease, the Leased Premises, or sublet the whole or any part of the Leased Premises without Landlord's prior approval. Tenant may not sublet the Leased Premises for the summer. On a case-by-case basis, semester-abroad experiences are supported by sublet approval as outlined in our *Frequently Asked Questions* that may be found on-line at: [www.champlainapartments.com](http://www.champlainapartments.com).

10) **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.

11) **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 Leased Premises. Tenant agrees that 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.

12) **REFUSE** The appearance of Tenant's Leased 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 Landlord shall direct. Cost of normal refuse removal for ordinary household needs of Tenant is paid by Landlord. In the event that Tenant has any extraordinary refuse or garbage removal needs you may call any such service listed in the Yellow Pages under Garbage Removal for removal at Tenant's sole expense. In the event that, in the sole opinion of Landlord, the Leased Premises are not being kept adequately free of extraordinary garbage and refuse, then Landlord may, in addition to any other remedies hereunder, without notice to Tenant arrange for the removal of such refuse or debris at Tenant's sole expense. Tenant will abide by Burlington City Recycling Ordinances and will be responsible for any fines due to non-compliance. Recycling questions can be answered by calling 865-7262.

13) **PETS** No dogs, cats, birds, pets, or animals of any kind shall be kept in or allowed to visit the Leased Premises under any circumstances.

14) **TENANT OBLIGATIONS & TERMINATION** Tenant shall not create or contribute to the noncompliance of the apartment with applicable provisions of building, housing, or health regulations. Nor shall Tenant do anything in or about the Leased Premises which might cause a safety or health risk or might increase the insurance premiums on the building. 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.

Tenant shall not install additional or different locks or gates on any doors or windows of the Leased Premises without the written permission of Landlord. When this lease ends, Tenant agrees to return all keys to the Leased Premises (including any keys to common areas) to Landlord. Landlord may charge Tenant \$90.00 if the key(s) are not returned to Landlord or if the lock and keys must be replaced by Landlord. Tenant agrees that four keys have been provided to Tenant.

Tenant shall conduct him/herself and require other persons at the Leased Premises with Tenant's consent to conduct themselves in a manner that will not disturb Tenant's neighbors. Tenant shall not conduct him/herself or permit others to conduct themselves in any illegal activity at the Leased Premises.

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

The Lease may not be terminated by Tenant. If Tenant is not going to renew or extend the lease after it expires, Tenant shall give Landlord thirty (30) days advance notice that the lease will not be

renewed or extended. If this is a month to month lease, Landlord may terminate the lease for no cause by actual notice given to Tenant at least thirty (30) days prior to the termination date specified in the notice.

If Tenant acts in violation of this lease agreement and it is necessary for Landlord to retain an attorney to secure Landlord's rights and remedies, Landlord shall be entitled to recover from Tenant reasonable attorney's fees so incurred, together with any damages, costs, and expenses. Furthermore, said violation shall be grounds for termination of the lease and commencement of an action for ejection.

15) **REPAIRS & MAINTENANCE** Landlord shall be responsible for all repairs and maintenance with respect to the Leased Premises except such repairs and maintenance as are caused by the negligent or deliberate act or omission of Tenant or a person on the Leased Premises with Tenant's consent. Those repairs and maintenance which are the responsibility of Tenant shall be performed by Tenant immediately upon demand of Landlord. Whether such repairs and maintenance are performed by Tenant or Landlord, the cost of such repairs and maintenance shall be paid by Tenant forthwith as additional rent.

16) **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 Landlord must be in writing to be effective.

17) **ACCESS** Landlord may enter the apartment with Tenant's consent, which consent can not be unreasonably withheld.

Landlord may enter the apartment for the following purposes between the hours of 9:00 am and 9:00 pm but on not less than 48 hours notice: 1) when necessary to inspect the Leased Premises; 2) to make necessary or agreed repairs, alterations or improvements; 3) to supply agreed services; and 4) to speak with Tenant, workers, or contractors.

Landlord may only enter the apartment without consent or notice when Landlord has reasonable belief that there is imminent danger to any person or to property.

18) **HOLD HARMLESS** Landlord shall not be liable for and Tenant shall hold Landlord harmless and indemnify 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 Landlord or any of Landlord's agents, servants, or employees. 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 Tenant of any clause prohibiting any action or omission of Tenant set forth herein. Landlord shall not be liable for and Tenant shall hold Landlord harmless and indemnify Landlord from all costs, expenses or damages (including attorneys fees and court costs) arising out of any occurrence of pests, including but not limited to bedbugs, which originate in any furniture, furnishings, bedding, clothing or other personal property in the Leased Premises. This indemnification of Landlord extends to all costs, expenses or damages arising out of any occurrence of such pests in other areas of the same building as the Leased Premises if said costs, expenses or damages can be connected to pests originating from the Leased Premises.

19) INSURANCE Tenant shall protect his personal property with adequate personal property insurance.

Landlord has insurance on the Leased Premises. However, this insurance does not cover a Tenant's personal belongings. **Renter's insurance or "content of apartment" insurance is strongly recommended by Landlord.** Such insurance is inexpensive and usually covers vandalism, theft, fire and water damage. Landlord encourages you to shop around for a policy that suits your budget and your needs as terms and premiums may vary. Such insurance can be obtained by calling Hickok & Boardman Insurance at (802) 658-3500 or any other insurance agency listed in the Yellow Pages under Insurance.

20) TIME is of the ESSENCE It is understood and agreed that time and strict performance of all of the terms herein, by Tenant to be performed and reserved, shall be of the essence.

21) 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 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. Tenant agrees to replace any non-working smoke detector or fire extinguisher at Landlord's expense in the event that Landlord does not replace the faulty smoke detector or fire extinguisher within one business day of notification by Tenant to Landlord that the particular unit is faulty. Tenant also agrees to refrain from tampering with any appliance or piece of equipment in the Leased Premises including, but not limited to, smoke detectors, carbon monoxide detectors or fire extinguishers.

Tenant agrees to notify Landlord immediately of any indication of bedbugs or other pests in the Leased Premises and to cooperate with all activity in connection with the abatement thereof. This cooperation may include but not be limited to moving furniture, clothing, or other personal items and removing carpets or rugs.

Tenant further agrees to notify the following agencies immediately in the event of any problem related to the Leased Premises that may endanger property, cause injury to persons or endanger human life:

Burlington Police Department:	For Emergencies:	911
	For all other purposes:	658-2704
Burlington Fire Department:	For Emergencies:	911
	For other purposes:	864-4554

Tenant further agrees to notify the following agencies immediately in the event of any problem related to any gas powered appliance or equipment or if any Tenant or invitee of Tenant smells gas at any time:

Vermont Gas Systems, Inc.:  
If no answer or if telephone is busy call:

863-4511  
800 639-8081

22) **TENANT PARKING** Zero parking spaces are included for tenant parking and tenants are prohibited from parking at the Premises. In the event that Tenant has a motor vehicle, it shall registered with Champlain College, including a properly displayed valid parking permit, and parked off-site at the "Gilbane Lot" located on Lakeside Avenue and controlled by Champlain College. Any student vehicle parked on the Property will be towed, without notice, at the vehicle owner's expense. Tenant further agrees to be solely responsible for any fines which may accrue to any person as a result of the violation by Tenant or any invitee of Tenant of any Burlington City Ordinance related to parking.

23) **CASUALTY DAMAGE** If the Leased Premises, or any part thereof, shall be damaged by fire or other casualty not due to Tenant's negligent or willful act or that of the agent or invitee of Tenant, the Leased Premises shall be promptly repaired by Landlord and there shall be an 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 an agent or invitee of Tenant, to the extent that 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.

24) **JOINT & SEVERAL LIABILITY** Each person executing this Lease as Tenant is jointly and severally liable for the performance of all of the obligations hereunder.

25) **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.

26) **PARTIES** Parties are prohibited on the Leased Premises. All drinking games, including, but not limited to, Beirut, Pong, Quarters, are prohibited. "Party" in the singular is defined as any gathering on or about the Leased Premises comprised of more than double the number of Tenants set forth in this lease agreement. Kegs of beer in the Leased Premises are prohibited. Loud music or noise which disturbs the neighbors in the building or in the neighborhood is prohibited. Any party must be approved in advance in writing by Landlord. If the prohibition of parties or kegs is violated, in addition to any other remedies provide in this Lease, it shall be grounds for eviction and permanently vacating the Leased Premises upon 30 days notice.

27) **EXTERIOR OF LEASED PREMISES** There will be no personal belongings or debris left on the porches or grounds of the building of which the Leased Premises are a part (including bicycles locked to porch railings). Exception: Lawn furniture neatly stored on porches. 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. In the event of violation of this provision, in addition to any other remedies provided in this Lease, Landlord may remove any banner or personal belongings at the expense of Tenant and without notice to Tenant.

28) **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:

These Leased Premises are designated as non-smoking and smoking is prohibited in the interior of the Leased Premises. Any smoking shall take place outside with all smoking debris (butts, etc.) picked up and properly disposed of.

Tenant shall appropriately maintain Leased Premises by not allowing the accumulation of trash, recycling, dirty dishes, food items, and other clutter that could be hazardous from a fire and safety standpoint or could attract pests and rodents. Additionally, the expectation is that the Tenant will keep the Leased Premises clean by periodically cleaning all rooms to include all surfaces—counters and vanities, floors, appliances, sinks, tubs, and toilets. Landlord reserves the right to hire a cleaning service at the Tenant's expense if the Leased Premises are not kept as outlined above.

Tenant shall never use candles or any source of open flame in the Leased Premises.

Tenant shall not store any flammable or otherwise hazardous material anywhere on the Leased Premises.

Tenant shall, at all times, maintain a heating thermostat setting in the Leased Premises at a level sufficient to prevent freezing of water pipes and equipment regardless of whether Tenant or Landlord supplies the heat.

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

Tenant shall not place any barbecue grill on any porch or entrance to the Leased Premises or Common Areas. Grills must be 15 feet from the property at all times.

Tenant shall not use decorative light strands in the Leased Premises.

Tenant shall park only in areas designated by Landlord.

Tenant shall not have any Parties, as that term is defined herein.

Tenant shall not allow kegs of beer on the Leased Premises.

There shall be no consumption of alcohol on the Leased Premises by those not of legal age to drink. All drinking games are prohibited.

There shall be no illegal drugs allowed on the Leased Premises.

**Tenant will respect and adhere to the City of Burlington Noise Ordinance ([www.ci.burlington.vt.us/codeenforcement/noisepollution/](http://www.ci.burlington.vt.us/codeenforcement/noisepollution/)) and will not use subwoofers or other loud bass stereo equipment.**

As a condition to taking possession, Tenant agrees that occupancy of the Leased Premises shall be limited at all times to no more than one person per bedroom and there shall be no more than one bed per bedroom in the unit. Enforcement of this Policy shall be as follows: Violation of the foregoing policy shall result in termination of tenancy for all occupants and Tenants shall be subject to immediate eviction.

Costs to repair damage resulting from the violation by Tenant or any invitee of Tenant of this Section 29 or any other provision of this Lease shall be the sole financial responsibility of Tenant.

29) SMOKE & CARBON DIOXIDE DETECTORS/SPRINKLERS Tenant has inspected Leased Premises and there is a fully functioning smoke detector and carbon dioxide detector in each room of the Leased Premises including, but not limited to, a fully functioning smoke detector and carbon dioxide detector in each bedroom, the kitchen, the basement and all living areas of the Leased Premises.

Tenant shall refrain from taking any action in or about the Leased Premises which might cause a safety or health risk or might increase the insurance premiums related to the Leased Premises. Tenant further understands that Landlord has provided a sprinkler system for the safety of Tenant. Tenant covenants and agrees that Tenant shall not tamper with the sprinkler system or any component thereof, including, but not limited to, any sprinkler head, in any way as tampering will cause substantial damage to the Leased Premises and the contents of the Leased Premises. In particular, 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, sprinkler system, sprinkler head, fire extinguishers, stoves, washers, dryers, furnaces, hot water heaters or refrigerators.

Tenant shall notify Landlord immediately in the event that any of them shall become aware of any condition or situation which is likely to cause harm to property or any individual including, but not limited to, notification of any potential defect or malfunction of any equipment or appliance located in or about the Leased Premises, including, but not limited to, smoke detectors, sprinkler system, carbon monoxide detectors, fire extinguishers, stoves, washers, dryers, furnace, hot water heater or refrigerators.

Tenant hereby jointly and severally indemnifies and holds Landlord harmless of and from all suits, damages and causes of action, including attorneys fees, which may be incurred by Landlord as a result of a breach of any representation, warranty, covenant or agreement contained herein of in Tenant's Lease of the Leased Premises, whether such breach shall be as a result of any act or omission of Tenant or any invitee of Tenant.

Dated at Burlington, Vermont this \_\_\_\_\_ day of month/year.

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Tenant:  
E.  
C.

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Tenant:  
E.  
C.

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Landlord:

### **SMOKE/CARBON MONOXIDE DETECTOR ADDENDUM**

Notice: THIS DOCUMENT PLACES A DUTY UPON TENANT TO REGULARLY TEST THE SMOKE/CARBON MONOXIDE DETECTOR(S) AND REPORT ALL MALFUNCTIONS TO LANDLORD IN WRITING.

This addendum dated \_\_\_\_\_ will become part of the original lease agreement dated \_\_\_\_\_ between \_\_\_\_\_, hereinafter referred to as "Landlord" and \_\_\_\_\_ collectively referred to as "Tenant", for the residence located at \_\_\_\_\_ **in Burlington, Vermont.**

1. SMOKE/CARBON DETECTOR: Tenant acknowledges that as of this date, the residence MONOXIDE is equipped with one or more smoke/carbon monoxide detectors; That Tenant has inspected the smoke/carbon monoxide detectors(s); and that Tenant finds it/them to be in proper working condition.
2. REPAIR: Tenant agrees that it is Tenant's duty to test and clean the smoke/carbon monoxide detector(s) on a monthly basis and Tenant agrees to notify Landlord immediately in writing of any problem, defect, malfunction or failure of the smoke/carbon monoxide detector(s).
3. MAINTENANCE:
  - A. Tenant agrees to replace the smoke/carbon monoxide detector(s) battery, if any, at anytime the existing battery becomes unserviceable.
  - B. If after replacing the battery, the smoke/carbon monoxide detector will not operate, Tenant must immediately inform Landlord of this fact.
4. REPLACEMENT: Tenant agrees to reimburse Landlord for the cost of a new smoke/carbon monoxide detector and the installation thereof in the event the existing smoke/ carbon monoxide detector(s) becomes damaged by Tenant or Tenant's guests or invitees.

5. **DISCLAIMER:** Tenant shall indemnify and hold Landlord harmless from any loss, cost, damage or injuries to persons or property caused by (1) Tenant's failure to regularly test the smoke/carbon monoxide detector(s); (2) Tenant's failure to notify Landlord of any problem, defect, malfunction or failure of the smoke/carbon monoxide detector(s); (3) theft of the smoke/carbon monoxide detector(s) or removal of its/their battery/batteries; (4) Tenant's failure to comply with the terms of this addendum.
6. **ENTIRE AGREEMENT:** The parties acknowledge that this addendum is the entire agreement of Tenant and Landlord relative to the smoke/carbon monoxide detector(s) in the above referenced residence.
7. **TERM:** The term of this addendum shall be for the same term as the lease agreement between the parties, or the period during which Tenant occupies the Leased Premises, whichever is longer.
8. **ACKNOWLEDGEMENT:** Tenant acknowledges that Tenant has read this addendum and acknowledges that it places duty upon Tenant to regularly test the smoke/carbon monoxide detector(s) and report all malfunctions of the same to Landlord in writing.
9. **VALIDITY:** If any term of this addendum shall be illegal or unenforceable, the remaining terms or provisions hereof shall remain in full force and effect.

Dated at Burlington, Vermont this \_\_\_\_\_ day of month/year.

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Tenant:  
E.  
C.

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Tenant:  
E.  
C.

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Landlord: