

Montpelier Development Review Board
February 21, 2006
City Council Chambers, City Hall

Subject to Review and Approval

Present: Philip Zalinger, Chair (participated in item III through adjournment); Kevin O'Connell, Vice-Chair; Alan Blakeman; Douglas Bresette; Roger Cranse; Jack Lindley; Kenneth Matzner (participated in items II through adjournment)

Call to Order

The meeting was called to order by Mr. O'Connell.

Minutes

Mr. Blakeman made a motion that the minutes of the February 6, 2006 meeting be approved. Mr. Lindley seconded the motion. The motion was approved unanimously.

I. Consent Agenda

a) Design Review - Sign Permit Application

- Property Address: 10 State Street
Applicant: Jon P. Cunningham
Property Owner: Candace Moot
Zone: CB-I/DCD
- 20 square foot wall sign including two gooseneck style lights
 - DRC recommended approval as submitted

b) Design Review - Sign Permit Application

- Property Address: 155 State Street
Applicant: Vermont State Employees Association
Property Owner: Vermont State Employees Association
Zone: CB-II/DCD
- Installation of a 5.9 square foot single-sided ground sign
 - DRC recommends approval as submitted
 -

Mr. Lindley made a motion that the Board grant design review approval for the sign permit applications at 10 State Street and 155 State Street. Mr. Bresette seconded the motion. The motion was approved by a vote of 6-0.

c) Design Review

- Property Address: Langdon Street Bridge
Applicant: City of Montpelier
Property Owner: City of Montpelier
Zone: CB-I/DCD
- Replace existing Langdon Street Bridge using rehabilitated trusses
 - DRC recommends approval as submitted

Interested Party: Tom McArdle

Ms. Smith explained that this application was for the use of rehabilitated trusses with the installation of an inverted bridge. She said that the bridge will look the same as the existing bridge. She said that a temporary pedestrian bridge will be provided during construction. Mr. O'Connell said that he would like to hear more about the project. Tom McArdle, of the Montpelier Public Works Office said that a project report was included with the application materials provided to the Board. He said that the bridge is an historic structure and the project has been coordinated with the Division of Historic Preservation. He explained that the condition of the existing structure limited what could be salvaged. Mr. McArdle said that the bridge was found to be unsafe and interim support was provided through the installation of I-beams. He said that the current project will involve the removal of the deck structure and the trusses. The trusses will be rehabilitated off-site and reinstalled after the inverted structure is in place. Mr. McArdle said that the trusses will support the sidewalks. He added that a temporary pedestrian bridge will be installed from the Court House parking lot to a location behind the Kelley building. Mr. Cranse asked whether the structure will look the same except for the removal of the I-beams. Mr. McArdle said that was the case. He said that six parking spaces will be reestablished on the bridge. Mr. Blakeman asked whether the front of the Langdon Street Café will be effected. Mr. McArdle said that the sidewalk in front of the building will have to be reconstructed. Mr. Blakeman asked whether the mailboxes will remain on the street. Mr. McArdle said that they will be replaced after construction.

Mr. Blakeman made a motion that the Board grant design review approval for the replacement of the Langdon Street Bridge. Mr. Bresette seconded the motion. The motion was approved by a vote of 6-0.

II. Public Hearing - Variance and Conditional Use Review

Property Address: 19 Winter Street
Applicant: Margaret and Richard Brigham
Property Owner: Margaret and Richard Brigham
Zone: MDR

- Removal of existing deck and stairs and construction of 276 square foot residential addition

Interested Parties: Margaret and Richard Brigham

Mr. Matzner joined the Board.

Mr. Blakeman said that he is an abutter to the property in question and knows the applicant. He said that he felt that he could be objective, but would step down if anyone objected to his participation. There were no objections.

Ms. Smith described the application for a variance and conditional use review for the construction of a 276 square foot residential addition. She said that the applicants were requesting a variance of 4' from the 30' front yard setback. Mr. O'Connell said that he wanted to be consistent in how applications are treated. He said that, in this case, the plan for the project was more detailed than the plans that are typically provided for this type of application. He said that the Board might not have been aware of the encroachment into the front yard if the typical sketch plan had been submitted. Ms. Smith said that the detailed plan was copied from the Public Works Department. She said that the sketch provided by the applicant was prepared by David Blosser.

Mr. Brigham explained that he was proposing to remove a deck and construct an addition to allow for an additional bathroom and laundry room. He said that the design has tried to match the historical look of the house. He said that a significant drop off of the land at the back of the house limits the possibility of expanding in that direction. Mr.

Brigham said that the existing front porch and stairs encroach further into the setback than the proposed addition would. Ms. Brigham said that the existing house contains 2,300 square feet. Mr. Matzner said that it appeared that the requested variance would be less than the existing encroachment. Mr. Brigham said that was correct.

The Board reviewed the variance criteria:

1. *That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lots size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that unnecessary hardship is due to such conditions, and not the circumstances or conditions generally created by the provisions of the zoning regulation in the neighborhood or district in which the property is located.* The house and lot predate the current zoning regulations. The property does not give an appearance of an encroachment from the road.
2. *That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning regulation and that the authorization of a variance is, therefore, necessary to enable the reasonable use of the property.* The modest addition is a reasonable use of the residential property.
3. *That the unnecessary hardship has not been created by the appellant, and the hardship relates to the applicant's land, rather than personal circumstances.* The house and lot predate the zoning regulations.
4. *That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, substantially or permanently impair the appropriate use of development of adjacent property, reduce access to renewable energy resources, nor be detrimental to the public welfare.* This will continue to be a residential use in a residential neighborhood.
5. *That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least deviation possible from the zoning regulation and from the Montpelier Municipal Plan.* The requested variance is minimal. The applicant will be decreasing the nonconformity.
6. *The variance will not result in the initiation of a nonconforming use of land.* The use of the land will remain residential.

The Board reviewed the conditional use criteria:

The capacity of existing or planned community facilities [504]: No adverse impact is expected. The house is proposed to remain single-family residential.

1. *The character of the area affected [504]:* No expected adverse affect on the character of the area. The use is not changing and will remain single family. The addition is in keeping with the character of the neighborhood.
 - a. *The performance standards in Section 814 of the ordinance [504]:*
 - i. *No use shall emit noise at the property line in excess of the standards set in the Montpelier Code of Ordinances, Chapter 11, Article 10 [814]:* No adverse effect is expected.
 - ii. *Emit odor which is offensive at property line [814]:*No adverse impact is expected.
 - iii. *Emit dust or dirt at the property line [814]:*No adverse impact is expected.
 - iv. *Emit smoke in excess of Ringmann Chart no. 2 [814]:* No adverse impact is expected.
 - v. *Emit noxious gasses which endanger the health, comfort, safety, or welfare of any person, or which have a tendency to injury or damage property, business, or vegetation [814]:* No adverse impact is expected.

- vi. *Emit lighting or signs which cause undo glare, which could impair the vision of a driver of any motor vehicle or are offensive to the neighborhood [814]:* No adverse impact is expected.
- vii. *Cause fire, explosion, of safety hazard, or create electrical interference [814]:* No adverse impact is expected.
- b. *The site plan review standards and approval conditions in Section 506.C, excluding uses exempt from site plan review [504]:* There are no expected impacts to the site plan criteria.
- c. *Compatibility with existing and proposed development for the area [504]:* No adverse impact is expected.
- d. *The cumulative impact of the proposal's failure, if applicable, to fully satisfy each of the conditional use standards in Section 504.D and 812 [504]:* See discussion above.
- e. *The traffic generated per unit [504]:* No adverse impact is expected.
- f. *The noise generated per unit [504]:* No adverse impact expected.
- g. *Any factors judged to have an adverse impact on the area [504]:* No adverse impact is expected on the area.
- h. *The cumulative impact of the proposed conditional use taken together with other conditional uses in the neighborhood [504]:* No adverse impact is expected.
2. *Traffic on roads and highways in the vicinity [504]:* No adverse impact is expected.
3. *The Zoning Regulations in effect [504]:* No adverse impact is expected
4. *The utilization of renewable energy resources [504]:* No adverse impact is expected

The Board agreed to accept the staff's recommended findings regarding the conditional use criteria.

Mr. Cranse made a motion that the Board grant the requested 4' front yard variance and conditional use approval to the application for a 276 square foot residential addition. Mr. Bresette seconded the motion. The motion was approved by a vote of 7-0.

III. Continuation of Site Plan and Design Review

Property Address: 22 Court Street
Applicant: Vermont Mutual Insurance Company
Property Owner: Vermont Mutual Insurance Company
Zone: CB-II/DCD

- Demolition of an existing two-family structure
- Review of Parker Restoration report and economic analysis
- Expansion of Parking Lot

Participating Parties: Jeremiah B. Parker, Jon Anderson, Kurt Kaffenberger, Charles Martin, Paul Hanlon, Tim Heney, Margot George

Mr. O'Connell stepped down as Vice Chair; Mr. Zalinger joined the Board as Chair. Mr. Teschmacher recused himself from hearing this application.

Mr. Zalinger asked if there was a list of interested parties. Ms. Smith said that she went through the list of people who testified at the last hearing. She said that some of them did not qualify as interested persons, but were notified of the continuation of the hearing tonight. She said that the interested persons were Fred Bashara, Paul Hanlon, Marcia Hill, Charles Martin, Anthony Otis, Daniel Hecht, Edward Ian Joyce and Rick DeWolfe (for the applicant). Mr. Zalinger asked whether Les Bloomberg was there on behalf of Vermont Heritage Group. Ms. Smith said that

he was, but did not qualify as an interested person.

Mr. Zalinger explained that the applicant applied for a demolition permit for 22 Court Street and, as part of the application, provided an analysis of the cost of renovation of the building. Mr. Zalinger said that the DRB determined that it wanted an independent analysis of the cost of renovating the structure. He said that independent analysis has been prepared by Jeremiah Beach Parker Restoration and Construction Management Corporation. Mr. O'Connell said that he was not present at the prior hearing, but had reviewed the staff report and the Parker report.

Mr. Parker summarized the conclusions of his report. He said that the building had not been significantly altered from the original construction as a two-unit house. He said that the building has suffered from neglect and the center portion of the roof has collapsed. He said that the framing associated with the center has deteriorated and the damage has carried down into the floor level of the second floor and ceiling level of the first floor. Mr. Parker said that, once that damage was repaired, the building should be saved. He said that it is a nice example of early architecture and the cost of this rehabilitation did not exceed the costs that he has seen on other projects. He said that the rehabilitation project would take about two months. Mr. Parker explained that he did not look at local issues like parking or zoning.

He said that he had responded to the additional questions that Ms. Smith sent him and that many of those items were included in the estimate. Ms. Smith said that the Board had those responses. She said that the questions had been forwarded to her by Jon Anderson, on behalf of the applicant.

Mr. Parker referred to Mr. Anderson's letter of February 16, 2006 and provided the following responses to the numbered questions:

1. A contingency of 5% was provided for.
2. Construction management was carried at 2% of the total cost.
3. There were no allowances for utilities as the owner would normally supply electric, water and home owner's insurance.
4. Material removal is provided for in phase 2 of the estimate.
5. Dumpster and tipping fees were carried in both phase 1 and phase 2.
6. The report addressed renovating the building to the point where the owner would decide whether to create an office use or apartments so the budget did not include the items in question 6, but the kitchen appliance and cabinets would cost \$5,575 for each apartment. The wood floors would be patched and painted. There would be no wall paper or carpeting. "Nice" fixtures were not budgeted. The vanities in the baths were not included, but would cost between \$500 and \$600.
7. Parking and cash flow issues were not addressed.

Jon Anderson noted that Mr. Parker said that the project would take two months, but his time line provided for two months for phase 1 and three months for phase 2. Mr. Parker said that was correct and that he had misspoken. Mr. Anderson said that the report assumes that two apartments could be rebuilt for \$70 per square foot and that assumption was used in the analysis for three apartments. Mr. Anderson asked whether it was fair to apply the \$70 per square foot estimate. He said that the cost of the roof is fixed rather than a cost per square foot that would be charged to the first floor apartment so the actual cost would be \$90 per square foot. Mr. Parker said that he understood Mr. Anderson's point, but if there is enough space and zoning allows an apartment or office on the lower level, he did not see why it would not be used. Mr. Anderson said that he thought that the economic analysis for the two apartment scenario was incorrect because \$70 per square foot was used rather than \$90 per square foot.

Mr. Anderson asked Mr. Parker to explain what the fit-up for the cellar would be. Mr. Parker said that it would include a Labor and Industry review of the building, electric in place and to code for the least use and a bathroom roughed out and in place. He said that it would not include shelving and storage for the office use or kitchen cabinets or vanities for an apartment. Mr. Anderson asked where studs and walls for the office were accounted for. Mr. Parker said that they were in item #20 on page 4. He said that he looked at the apartment as a studio apartment with only two short walls for the bathroom. Mr. Anderson asked whether closets were included. Mr. Parker said that they were. Mr. Anderson asked whether Mr. Parker had any drawings or work papers for the estimate. Mr. Parker said that he did not have that information with him at the meeting, but had a sketch and work notes back at the office. Mr. Anderson said that he would like them to be provided for the record.

Mr. Anderson asked how the basement floor would be finished. Mr. Parker said that it would be a concrete slab. Mr. Anderson asked whether the estimate addressed the three concrete steps leading down to the basement from the stairs. Mr. Parker said that he was not sure if the estimate provided for the removal of those steps, but it would not be a great cost to remove them. Mr. Anderson said that he recalled having to stoop at the back of the cellar. Mr. Parker said that he did not recall that. Mr. Anderson asked whether the concrete wall sections that stick out about 4" to 5" into the cellar would be kept. Mr. Parker said that they would remain and the concrete would be covered with insulation and sheet rock. Mr. Anderson asked what would happen to the chimney. Mr. Parker said that it would be removed.

He said that cost is part of item #6 for the roof. Mr. Anderson asked whether Mr. Parker's notes would show the cost of repairing the floors where the vent holes come through for the forced air furnace. Mr. Parker said that there was a line item for patching floors. Mr. Anderson asked whether there was any allowance for leveling the floors. Mr. Parker said that the sections of floors that were to be repaired would be matched back into the existing floor level.

Mr. Anderson said that there is an L-shaped bathroom that would require a person to squeeze past a toilet to get to the tub that is in the middle of a floor to ceiling window. He asked what the estimate to change that situation would be. Mr. Parker said that the walls would be adjusted if the bathroom size did not function for the plumbing. He said that those walls do not appear to be original so he would expect that the floors were continuous. He said that any infilling of the floors would be included in the budget for floor repairs. He said that, if the floor was not level, he might only level it under the tub. Mr. Anderson asked what would have to be done to put vinyl flooring down. Mr. Parker said that his estimate provided for painting of the floor, not for vinyl flooring.

Mr. Anderson asked whether fire-rated doors were addressed. Mr. Parker said that he did not include anything for fire doors because he did not know what the final use would be. He said that a Labor and Industry review was needed for the final use. He added that measures like adding sheet rock to the doors can sometimes achieve the needed fire ratings. Mr. Anderson said that it did not appear that there was any allowance for window replacement in the kitchen or bathroom. Mr. Parker said that was correct. Mr. Anderson said that there was no allowance for a carpet on the stairs to reduce the noise levels for the apartments that are to be rented for \$1,000 per month plus utilities. Mr. Parker said that no rug was included for the stairs.

A member of the audience asked why the building had been designed the way it was if it was as bad as Mr. Anderson made it sound. Mr. Parker said that the building is a contributing historic building that would provide nice apartments in a good location. Charles Martin asked whether the repair costs would have been covered if the building had been insured. Mr. Parker said that he did not know if the costs would be covered since the damage was caused by neglect. Mr. Martin asked when Mr. Parker last looked at the building and whether he noticed the broken panes in the

windows on the second floor. Mr. Parker said that he had been to the building within the last two months. He said that the budget included some costs for glass repair. Mr. Martin asked Mr. Parker if he would agree that the \$26,880 budgeted for painting the building would not have been necessary if the building had been painted at regular intervals in the past. Mr. Parker said that was correct.

Mr. Zalinger said that he wanted to clarify that Mr. Parker's report did not establish the rental value of the building after renovation. Mr. Parker said that his report did not address that. Mr. Zalinger asked Mr. Parker whether he played a part in the economic analysis of the uses for the building. Mr. Parker said that he did not. Mr. Zalinger asked how long Mr. Parker had been doing this work and whether Restoration and Construction Management Corporation regularly enters in contracts with property owners for this type of work. Mr. Parker said that he had been doing this type of work since 1974 and that the company regularly entered into such contracts. Mr. Zalinger asked whether Mr. Parker's analysis for this building was comparable to the type of analysis that he would do to prepare a contract estimate for a prospective client. Mr. Parker said that he would do it the same way whether preparing a contract or doing this type of a survey. Mr. Zalinger asked whether the estimates usually lead to a fixed price contract. Mr. Parker said that the contracts can be based on fixed prices or based on time and materials. He said that if the contract had a fixed price, he might carry a little more contingency to account for unknowns. He said that 95% of the work that he did was for time and materials. Mr. Zalinger asked whether the property owner carried the risk if the time and materials estimate is imperfect. Mr. Parker said that the risk was born collectively. He said that, if there was a cost overrun early in the project, there would be an opportunity to sit down as a team and look at whether to alter the scope of work to stay within the budget. Mr. Zalinger asked whether Mr. Parker would use the same type of time and materials analysis in doing a survey as he would if he were preparing a fixed price contract. Mr. Parker said that he would use the same type of analysis because the estimate might evolve into a future contract.

Mr. Anderson asked whether Mr. Parker would be willing to sign a contract to have the apartments up and ready to go based on the costs assumed in the economic analysis. Mr. Parker said that he would after all permits were approved, a Labor and Industry review and any other Montpelier reviews. Mr. Parker asked how the installation of the kitchens would be provided for. Mr. Parker said that he had provided those costs subsequent to the analysis.

Mr. Zalinger said that he would like to discuss the economic analysis which was prepared by Ms. Smith. Ms. Smith said that the kitchen costs had not been included. She said that permitting costs were not included, but were outlined on her cover sheet. She added that the estimate of \$70 per square foot as opposed to \$90 per square foot was a miscalculation on her part. Mr. Anderson said that he believed that there were some problems with the numbers which Mr. Kaffenberger was prepared to discuss. Mr. Anderson said that he has done as many historic preservation projects and major rehabilitations as anyone in the city and has as many \$1,000 apartments as anyone. He said that he went through his records for information. He said that the legal test at issue here was whether the building can be restored economically. He referred to the second page of the information packet that he had provided where he said the information showed that three floors of reconstruction is the most economical use of the building based on a \$90 per square foot estimate. Mr. Cranse asked where the information mentioned three floors. Mr. Anderson said that the analysis takes out the costs if the basement was not improved. He said that would be \$61,300. He said that the net cash flow for the two floor reconstruction is a weaker case economically so he was suggesting that the focus be on the three floor renovation. He said that the same logic applied for the office use.

Mr. Anderson said that the economic analysis assumes that 75% of the cost would be borrowed. He said that would mean that an equity investment of \$40,557 would be required. He said that the strongest case results in returns of

6.5% or 10.5% on the equity for residential or office use. He said that there are reasons that even those returns would not be achieved. He said that the first reason is the lack of parking since you could not create an office use without parking. Ms. Smith said that section 508.B of the rules allow the DRB to consider off-site parking and the use of public parking spaces. Mr. Anderson said that the provision did not apply in the CB-II zone. Ms. Smith said that she would check. Mr. Anderson identified the following concerns:

- Would the cellar be dry
- Unaccounted for construction costs
- The feasibility of renting the units for \$1,000/month plus utilities or \$12.50/s.f. for office space
- Whether expenses were accurately accounted for
- Should the building be charged land rent

Mr. Zalinger asked whether the Board could consider the fact that the applicant also owns significant parking adjacent to the building. Mr. Anderson said that the applicant also has significant demand for parking for its offices. He said that the question is whether the building itself can support reconstruction and that additional demands that Vermont Mutual subsidize the viability of the building are not appropriate. He added that another question on parking is what the cost would be. He said that a low estimate is \$10,000 per space for surface parking. Ms. Smith clarified that the required parking for three units would be a total of three spaces.

Mr. Anderson said that the next page of his submission covered items that had not been allowed for, including interest costs during construction, taxes and insurance. Mr. Zalinger asked whether the building was insurable as it stands. Brian Eagan said that Vermont Mutual does purchase insurance for that location as with all of its buildings. Mr. Lindley said that it would be unlikely to find insurance for an unoccupied building. Mr. Anderson said that insurance would be purchased for the construction costs. Mr. Anderson said that the analysis did not include allowances for

parking, for the kitchen or for amenities that would be needed to achieve the \$1,000 per month rental value. He said that adding those things would wipe out any return on the equity. He said that other challenges included renters' aversion to electric heat. Mr. Parker said that there would be LP gas. Mr. Anderson said that the costs were similar. He said that the economic analysis by Kurt Kaffenberger shows that there is a negative cash flow for the apartments even if it is assumed that Mr. Parkers estimates were correct.

Mr. Kaffenberger said that the difficult part in this case is accurately estimating the rental income. He said that he tried to be reasonable on the expenses and high on the income side. Mr. Zalinger asked if Mr. Kaffenberger had examined the property. He said that he did not. He said that he used the upper end of the rent range for Montpelier. He said that he used comparables based upon the number of bedrooms and assuming a good quality renovation. He said that he projected \$900 per unit for the two bedroom units and \$575 for the basement studio assuming that the tenants are responsible for heat and electric. Mr. Lindley asked about the cost of electric for common hallways. Mr. Kaffenberger said that was not included in the analysis, but it would be a cost. Mr. Anderson said that all of the potential costs were not included. Mr. Lindley asked what the 6% management fee related to. Mr. Kaffenberger said that it would be 6% of the collected rent. Mr. Lindley asked where the cost of insurance came from and whether it assumed a \$100 deductible. Mr. Anderson said that they were looking at \$100 per square foot and going up from there. Mr. Lindley asked what a normal deductible for a landlord would be. Mr. Eagan said that would be \$500. Tim Heney said that he is involved in managing more than 100 units in Montpelier. He said that he just renovated a new two bedroom apartment on Spring Street with new wiring and sheetrock at a cost of \$22,000. He said that it

is a nice apartment with electric heat and the rent is \$715 per month. He said that it is optimistic to think that the apartments in question would rent for \$900 per month. He said that he also renovated 1,080 square feet of office space and is renting it for \$1,025 per month. He said that a sprinkler system might also be required if the basement apartment were added. Mr. Matzner said that it sounded as though the renovation on Spring Street was more work than would be needed here. Mr. Heney said that was not correct. He said that the Spring Street building had a modern electrical box to start from and the heat was in place. He said that the building in question is really a "gut and redo" project. Mr. Anderson said that he just renovated two apartments on State Street that were top to bottom "redos" with better space than these. He said that he started with a good roof and spent \$120,000 on that building which was in better shape than this one. He said that those apartments are renting for \$1,000 and \$950 including heat.

Margot George said that she wanted the record to show that the DRC had recommended that an independent analysis be done and that the committee was glad that it had been prepared. She said that the DRC supported the careful review of the numbers by the DRB.

Paul Hanlon said that he rents one room to a psychologist in the area near the State House for \$350 per month. Mr. Zalinger asked Charles Martin whether he had ever been inside 22 Court Street. Mr. Martin said that he lived next door and had been inside while trying to close doors that had been left open. Mr. Zalinger asked for his opinion of the potential rental space. Mr. Martin said that he was familiar with the building when it was rented and the tenants were very happy with the space. He said that he thought the space could be rented as apartments or offices for the amount that was estimated in the staff's economic analysis. He said that a large tenant on the second floor never seemed to have a problem with the bathroom. Mr. Martin asked Mr. Heney whether he was making money on his \$715 apartment. Mr. Heney said that, if no value is assumed at the start of renovations, it would still take him a long time to make back the \$22,000 investment. Mr. Martin asked if the building had been maintained in the past. Mr. Heney said that it had and that his parents did extensive renovations over the years. Mr. Martin asked whether Mr. Heney agreed that it would not have cost as much to bring 22 Court Street back if it had been maintained. Mr. Heney said that was probably right.

Mr. Martin asked Mr. Anderson what items had been left out of his response to the Parker report. Mr. Anderson said that page 2 of his response left out items 1 through 7. Mr. Martin asked whether item #3 would have been needed if the roof had not leaked. Mr. Anderson said that he just had to rebuild the ceiling one of his houses because the original construction was done cheaply. He said that he believed that would apply here also. Mr. Parker said that, if the building had been maintained and the plaster ceiling was in good shape, Labor and Industry would not be likely to investigate further. He said that, since there has been a failure, they were likely to ask that an engineer determine what would be needed to meet code. Mr. Anderson said that he replaced the ceiling members in his building because it did not make sense to do the work and leave inadequate structural issues unaddressed. Mr. Martin asked Mr. Anderson whether he was familiar with the situation that caused the roof leakage. Mr. Anderson said that he was not. Mr. Martin said that he lived next door and observed that nothing was done for two months while the roof leaked. Mr. Anderson said that the question of how the leaks occurred was not relevant. He said that the issue is whether the building can be economically repaired given the condition that it is in. Mr. Martin asked whether Mr. Anderson would agree that if the building was properly maintained and the roof did not leak, it would not be necessary to incur the \$6,000 cost. Mr. Anderson said that, if it was not necessary to spend the money, you would not have to spend the money. Mr. Martin asked whether Mr. Anderson would agree that any property that has peeling paint in Vermont has to be painted. Mr. Anderson said that he agreed that any property that needs to be painted in Vermont should be painted regularly. Mr. Martin asked whether Mr. Anderson agreed that the building in question should have been painted before now. Mr. Anderson said that, if he owned it and it was economically viable to maintain the property, he would have painted it. Mr. Martin observed that, if the tenants were not removed from the

property, it would have been economically viable to paint the building. Mr. Anderson said that he did not know that. He said that if there was peeling lead paint, it would have been necessary to vacate the property to do the work. He said that Vermont's lead abatement program presumes that properties built before 1978 contain lead.

Mr. Matzner asked why repair and maintenance under the office use was twice as much. Mr. Kaffenberger said that the costs are roughly equivalent, but are just allocated differently. He said that they are lumped together under office use and split out under the residential use. Mr. Matzner said that the office use would still be less.

Mr. Anderson said that he rents an apartment on Witt Street for \$650 per month. Mr. Zalinger said that he was not sure that the board needed more testimony on comparables. Mr. O'Connell said that the board had heard a lot on that subject and that many of them had experience with rentals. He said that he thought that the board had sufficient information to deliberate. Mr. Anderson said that he would be glad to arrange for a tour of the building.

Mr. Blakeman asked whether Vermont Mutual would consider moving some office space into this building. Mr. Eagan said that was not in their plans. He said that it rented space at Green Mountain Power because of the lack of parking. He said that the proposed demolition would provide for more parking and clear up issues with the shared driveway.

Mr. Zalinger said that he thought that the board would benefit from continuing the hearing while beginning preliminary deliberations. The board members agreed. Mr. Zalinger said that once the board decided on the demolition permit, it would go on to the site plan review. Mr. Anderson asked that the board make a decision of the site plan review even if it does not approve the demolition. He said that would allow for a final decision for an appeal.

Mr. Lindley made a motion to adjourn the hearing to March 6, 2006. Mr. Bresette seconded the motion. The motion was approved unanimously.

Adjournment

Mr. Lindley made a motion to adjourn. Mr. Bresette seconded. The Board unanimously approved the motion to adjourn.

Respectfully submitted,

Stephanie Smith
Administrative Officer

These minutes are subject to approval by the Development Review Board. Changes, if any, will be recorded in the minutes of the meeting at which they are acted upon.