

**Town of St. Albans
Development Review Board Meeting Minutes
Thursday, May 12th, 2022
6:30 p.m.**

On Thursday, May 12th 2022 at 6:30 p.m., the Town of St. Albans Development Review Board met at Town Hall for hearings.

Present: Chair, Brent Brigham, Vice Chair, Arthur Omartian, Clerk, Mike McKennerney, Ellen Baker, Christina Boissoneault, Allison Hickey Tom Stanhope, Zoning Administrator Megan Sherlund

Chair, B. Brigham called the Development Review Board hearing to order at 6:30 p.m.

New Business:

Application of James Poirier for a Conditional Use Approval to allow for the expansion of a non-conforming structure in accordance with Sections 403 and 703 of the St. Albans Town Unified Development Bylaws. The property is located at 65 Bushey Drive in the Rural District and is owned by the Applicant.

The Application was represented by James Poirier, owner, and Jessica Stumpf. M. McKennerney recused himself as he is an abutting land owner. He requested Interested Party Status.

MOTION: A. Omartian made a motion to grant M. McKennerney Interested Party Status. T. Stanhope seconded. All in favor, none opposed, motion carried.

C. Boissoneault swore in the Applicants and Interested Party.

J. Poirier explained he is requesting to expand the entry way so he can move the basement stairs to a place they aren't so dangerous. The existing stairs are immediately to the left of the front door as you walk in, and it creates a hazard.

B. Brigham pointed to a picture of the exterior of the structure and questioned if they were going to "fill in" this portion of the house. J. Stumpf confirmed. She explained the proposed addition will not be any closer to the road than the existing house. The goal is to move the stairs where the door is now, and move the front door about five feet to have an actual entrance into the house. The existing entrance space appears to have previously been a hatchway used to access the basement, but now serves as access to the home as well. The proposed entrance will be raised to meet the elevation of the house and could become handicap accessible.

B. Brigham questioned if the stairs into the basement will be relocated. J. Stumpf pointed to an exterior window of where the existing stairs are. The stairs will be relocated. J. Stumpf explained that with the existing set up, the basement railing needs to be removed any time something large needs to be carried into the house and she doesn't feel comfortable having her young nieces and nephews over.

A. Omartian asked if the Applicants are trying to get on the other side of the banister. The Applicant confirmed, and explained where the existing banister is will become a wall.

The Interested Party did not have any comments.

Application of Tyler Stanislas for a Site Plan Amendment requesting a waiver of the letter of credit condition from a previous DRB approval in accordance with Sections 405 and 803 of the St. Albans Town Unified Development Bylaws. The property is located on Franklin Park West and is owned by the Applicant.

The Application was represented by Tyler Stanislas, owner. Rita and Gerard Sparacino of 117 Garden Circle and Christine Pignona requested Interested Party Status as owners within the development.

MOTION: M. McKennerney made a motion to grant Interested Party Status to Rita and Gerard Sparacino and Christine Pignona as owners within the development. E. Baker seconded. All in favor, none opposed, motion carried.

M. McKenney swore in the Applicant and Interested Parties.

T. Stanislas explained he purchased the balance of the project from Pat Malone which includes phases II through IV. There are a remaining 56 units left to build. B. Brigham inquired if the entire project is elderly housing. T. Stanislas confirmed the owners must be age 55 and over.

B. Brigham questioned if the Applicant was requesting a change to the previously required letter of credit. T. Stanislas explained he wanted to provide the Town with a bond instead of a letter of credit since he did not utilize “traditional” financing when he purchased the project. His bank does not like to provide a letter of credit for a project they are not financing. When T. Stanislas approached M. Sherlund regarding the bond, it became an issue for the Town to accept a bond.

M. Sherlund explained that the way the Bylaws are written, the DRB can not accept a bond over a letter of credit.

B. Brigham stated the DRB had never required a bond and wondered if buying a bond is like buying an insurance policy. T. Stanislas confirmed, and explained that is what was originally required from the first developer of the project. A timeline showed the project initially received Conditional Use Approval in 2003 and a bond or letter of credit for 1.5 million dollars was a condition of approval.

M. Sherlund explained the condition of approval was challenged and brought before the Environmental Court who made the decision to phase out the letter of credit based on phases of the project. Each phase was determined to require a \$325,000 letter of credit. In 2013 the phases were amended and the letter of credit for Phase I was reduced to \$100,000 because a majority of the infrastructure was in place.

T. Stanislas explained that half of the infrastructure for Phase II is already in place. B. Brigham asked for confirmation Phase II is where the Applicant is starting. He confirmed.

B. Brigham questioned who holds the bond. Are they through an insurance company or a listed party? M. Sherlund stated she is not sure how bonds work, but she believes they are through the insurance company in favor of a listed party. B. Brigham questioned how available the money is if the bond must be pulled, should the need occur. M. Sherlund reiterated she is not sure how bonds work.

C. Boissoneault inquired if the Applicant has identified a source he would obtain the bond through. He confirmed. B. Brigham questioned if the Applicant had spoken to the source to ensure they would be willing to provide the bond. He confirmed. B. Brigham asked how much the bond would be for? \$100,000 or the previously approved \$375,000? T. Stanislas stated the amount would be however much the board requested. He initially had contacted his insurance agency for a bond request of \$375,000, but later found out the Town can not accept bonds. He then contacted his bank and was told they typically will not give a letter of credit for a project they are not financing.

B. Brigham asked if our attorneys are “dead set” against allowing a bond. M. Sherlund explained that the attorney we use was unable to comment since the Applicant utilizes the same attorney’s office, but the attorney we reached out to provided the opinion that the DRB does not have the authority to accept a bond in lieu of a letter of credit.

B. Brigham wondered if the language approving a bond OR letter of credit was mistakenly left out of the Bylaws. A. Johnson stated that the PC is rewriting the Bylaws, and have agreed to continue to allow only for letter of credits.

B. Brigham wondered why the private investor couldn’t provide the letter of credit. T. Stanislas explained he probably would, but the letter of credit needs to come from a bank. M. Sherlund confirmed the definition of letter of credit states issued by a bank.

M. McKenney wondered what infrastructure remains unfinished in Phase II. There are two remaining roads, sidewalk, and 7 catch basins. M. Sherlund noted the spreadsheet for the remaining cost of infrastructure. The total is \$103,701.95.

A. Omartian requested confirmation the Applicant is not requesting any changes to the previously approved plan. The Applicant confirmed.

A. Omartian questioned how many more phases are after Phase II. T. Stanislas stated four more phases. A. Omartian wondered if the Applicant would be in the same boat with those phases. T. Stanislas

explained once the project is rolling, he will likely transition to more conventional financing.

B. Brigham wondered what the current bylaws say regarding the amount of letter of credit. A. Johnson stated up to 75% of the cost of infrastructure for a term lasting no more than 3 years. B. Brigham asked for confirmation the Phase II infrastructure is \$103,000. The Applicant stated in terms of the material, yes. B. Brigham wondered if the Applicant is doing the work himself. He will do a lot of it.

B. Brigham wondered if it would be obtainable if the Board requested a letter of credit for 25% of the remaining infrastructure costs. The Applicant stated it would be possible.

B. Brigham explained the Board used to give letter of credit conditions between the amounts of 10% and 30%, but a bylaw update provided the Board could condition up to 75%.

R. and G. Sparacino, Interested Parties, stated they would like to see a letter of credit placed.

C. Pignona, Interested Party, stated the reason they would like to see the letter of credit required, is because a former owner of the development did not have the LOC requirement and the existing homeowners are still dealing with infrastructure problems from when the owner went bankrupt. She explained that even problems that were fixed, need to be refixed.

T. Stanislas understands the homeowners' concerns, but explained the letter of credit in question is only for Phase II.

M. Sherlund explained the letter of credit for Phase I is still Mr. Malone's (previous owner) responsibility. B. Brigham inquired if the Town could call the previous letter of credit in effect. He explained the new owner is under no responsibility to go back into Phase I and fix it, unless he wrecks something while in the process of new development.

R. Sparacino stated T. Stanislas owns shares of the development, just like the homeowners do. Whatever happens in Phase II can affect the owners in Phase I if the infrastructure is not in good shape or there are problems. Since the development has already dealt with the outfall of bankruptcy, she feels a letter of credit will give some sort of protection to the homeowners. B. Brigham reiterated the Applicants only responsibility in Phase I is if he damages existing infrastructure. R. Sparacino stated his construction equipment will be driving all over the street. C. Boissoneault explained that the DRB can impose a condition of approval that all infrastructure is returned to previous conditions.

B. Brigham asked what R. Sparacino meant when she said everyone owns shares. The Applicant stated within the HOA. The Interested Party explained that everyone has equal votes in the HOA, everyone gets to vote when the Bylaws get changed. The homeowners all have an ownership interest in the common land.

A. Omartian questioned if Phase II homeowners will join the same HOA, or will they have their own. The Applicant stated they will have their own. Each phase will have its own HOA, and then there is a master association. R. Sparacino stated there is one association, but there will be a Phase I and Phase II board. She stated that whatever gets built in Phase II, there is one association. She stated if there is an issue in Phase II infrastructure, but no homeowners yet, the existing homeowners of Phase I will be left to deal with the problems since they are what is left of the association. C. Pignona stated there are actually two associations – a master association which includes all of the infrastructure, and a sub association which includes all of the homes that have been built to date. Then there will be a second sub association which will include the additional property. Streets are a big issue, she stated.

A. Johnson asked if it is the Applicants intent to keep the roads in their remaining condition; if his vehicles damage the road they will be brought back up to the current condition. He confirmed and showed which roads the trucks would be on.

B. Brigham questioned how the proposed homes in Phase II will be designed. T. Stanislas stated there will be 2 single units, a triplex, a 4-unit and three townhomes.

The DRB had no other questions.

Accept Rules of Procedure

The DRB reviewed the existing Rules of Procedure. A. Omartian questioned the way Section 7F is phrased. It currently reads "For a motion to pass, it must receive the concurrence of a majority of the entire board, regardless of how many are present". The DRB discussed what the intent of this phrasing was, and agreed that it means for a 7-member board, a quorum of at least 4 members would need to vote yay for a motion to pass. If 4 members were present and one voted nay or abstained, the motion would fail. The DRB decided to add an additional section that shall read "For a motion to fail, it must receive

concurrence of a majority of the entire board, regardless of how many members are present.

MOTION: C. Boissoneault made a motion to accept the Rules of Procedure as amended. T. Stanhope seconded. All in favor, none opposed, motion carried.

Reorganize

The Board must reorganize annually after Town Meeting Day. After a brief discussion, the Board agreed to keep all officers in their existing roles.

MOTION: C. Boissoneault made a motion to keep all officers in their existing positions. T. Stanhope seconded. All in favor, none opposed, motion carried.

B. Brigham to remain Chair, A. Omartian to remain Vice Chair, and M. McKennerney to remain Clerk.

The third application was withdrawn after legal advice found the Town does not have the authority to review the Site Plan of projects that are reviewed under the Public Utility Board.

Deliberative Session

MOTION: C. Boissoneault made a motion to enter deliberative session at 7:25 p.m. M. McKennerney seconded. All in favor, none opposed, motion carried.

MOTION: T. Stanhope made a motion to come out of deliberative session at 8:10 p.m. E. Baker seconded. All in favor, none opposed, motion carried.

Application of James Poirier for a Conditional Use Approval

MOTION: C. Boissoneault made a motion to approve the Application of James Poirier for a Conditional Use Approval to allow for the expansion of a non-conforming structure in accordance with Sections 403 and 703 of the St. Albans Town Unified Development Bylaws. The property is located at 65 Bushey Drive in the Rural District and is owned by the Applicant with the following conditions: 1) All State and Federal Permits are the Applicants responsibility and a copy shall be given to the Zoning Administrator for the file, and 2) the Board accepts the amended findings of facts and conclusions of law as provided in the Zoning Administrators staff report dated May 6th, 2022 and 3) the Board approves the Application as it does not increase the non-conformity of the pre-existing non-conforming structure. T. Stanhope seconded the motion. All in favor, none opposed, motion carried.

Application of Tyler Stanislas for a Site Plan Amendment

MOTION: C. Boissoneault made a motion to continue the Application of Tyler Stanislas for a Site Plan Amendment requesting a waiver of the letter of credit condition from a previous DRB approval in accordance with Sections 405 and 803 of the St. Albans Town Unified Development Bylaws. The property is located on Franklin Park West and is owned by the Applicant. The hearing shall be continued until the meeting of June 9th in which time the Board shall seek legal opinions. A. Omartian seconded the motion. All in favor, none opposed, motion carried.

Minutes

MOTION: A. Omartian made a motion to approve the minutes from the meeting of March 24th, 2022. E. Baker seconded. All in favor, none opposed, motion carried.

Adjournment

MOTION: C. Boissoneault made a motion to adjourn the DRB meeting at 8:20 p.m. A. Omartian seconded. All in favor, none opposed, motion carried.

**Respectfully Submitted,
AJ Johnson, Administrative Assistant**