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Principal Planner for Development Review  
Department of Planning & Zoning  
City Hall  
149 Church Street  
Burlington, VT 05401

RECEIVED  
DEC 18 2018  
DEPARTMENT OF  
PLANNING & ZONING

Dear Mr. Gustin,

I'm writing you in reference to **19-0355CA; 441 Shelburne St. (RM, Ward 5S) 441 Shelburne Road, LLC**. I live at 178 Lyman Avenue with my wife and family. We've been the Richardson's (as I understand it Mitchell Richardson is the current owner of 441 Shelburne Street) neighbors since my wife purchased our home at 178 Lyman in August of 1991. The reason for my letter is to officially convey my concerns regarding the attenuated construction project at 441 Shelburne to the Development Review Board. Before I list my concerns, I do want to convey that if Mitchell succeeds in completing the project at 441 Shelburne as it was last approved it would represent a dramatic improvement in the property and to that end, I am hopeful of that outcome. That said, history has proved hopes, as they relate to the property at 441 Shelburne, are not enough to realize the Richardson's desired outcome. Now to my concerns:

- **Fence Damage.** In late September or early October of this year (2018) someone working for Mitchell Richardson drove a piece of construction equipment into our recently installed, custom-designed fence. I was not informed of the extensive damage by Mitchell Richardson and when I did bring it to his attention, he acknowledged the damage and admitted it was due to his construction project and offered to pay for repairs. He however indicated that he would only pay for repairs if they were reasonable in terms of cost. I let him know that I would use Middlebury Fence Company to do the repairs as they were the ones who built the custom fence in August of this year. When the quote came in Mitchell Richardson refused to pay the invoice from Middlebury Fence. The initial quote was for over \$2,500. I was able to negotiate Middlebury Fence down to \$1,470 but even there Mitchell Richardson refused to pay. I hired a lawyer to contact Mitchell Richardson's lawyer but repeated efforts to get Mr. Richardson to engage went unanswered. This left me to (a) pay to repair damages Mr. Richardson acknowledges he or someone on his team are responsible for and (b) pursue reimbursement through small claims court.
- **Excavation onto my Property.** In the process of doing site work at 441 Shelburne Street Mr. Richardson or someone on his team excavated into my property. The extent of the excavation is minimal but noticeable and again, Mr. Richardson acknowledges the damage. While he has indicated he will repair the damage he refuses to commit to a time for the repair or to even engage in a dialog about it.
- **An Endless Project & the Chaos Surrounding It.** This project, in various forms, has been going on for at least five years, likely longer. Frankly it is hard to recollect just how long the project has been going on and my estimate of at least five years is a safe one; it's more likely been going on for seven. Aside for the distraction this has caused, we've had to endure as their next-door neighbor:
  - work primarily on weekends as it seems Mr. Richardson is pursuing this project in the hours he's not occupied with his small business,
  - a dumpster meant to contain the waist from his tenants that until last week (the week of December 10) sat a mere five feet from our front

porch and was left to overflow constantly where squirrels and gulls swarmed often eating what they found on our porch,

- an untidy and unsecure worksite littered with construction debris where the border of that worksite is our fence (a reality once Mr. Richardson purchased the alleyway that once separated my property from the Richardson property),
  - heavy construction vehicles (trailers & equipment) partially blocking Lyman Avenue and my driveway from time to time,
  - and years and years of dust covering my house, debris littering my lawn.
- **The Costly Temporary Shut Down of my Project.** This past July I contracted with ChurchHill Landscapes to redesign our back yard. Knowing that this redesign would impact Mr. Richardson's property some, I contacted Mr. Richardson sometime in the winter of 2018 and informed him of my project. At that time I let him know the design wasn't complete but when it was close I would consult with him to give him the chance to offer input. Sometime later, in the spring of 2018, I attempted twice to contact Mr. Richardson at his business leaving messages with one of his employees. I never heard back from Mr. Richardson. I also asked ChurchHill Landscape to attempt contact with Mr. Richardson and they reported to me that their attempt was unsuccessful. For the bulk of this past summer Mr. Richardson's project at 441 Shelburne was dormant and seeing this ChurchHill Landscape used the alleyway access to the back of my property by way of Ferguson Avenue to tear down the old fence around my property and stage the new fence and landscaping material. As fate would have it, Mr. Richardson happened to appear on his premises that day and he turned away my work crew as my work crew was on the alley, a piece of land he now owns. Despite the fact that Mr. Richardson's project remained dormant all the rest of the summer while my crew came and went (my project was only two weeks, Mr. Richardson was successful in costing me at least \$2,000 in lost labor and in a very costly work around, a work around that would have been avoided had Mr. Richardson been neighborly and allowed my crew the two days they needed to demolish and stage.
  - **Towing Away One of Our Cars.** For decades we occasionally parked one of our cars in the small section of alley behind my house. This alley was used by folks in the neighborhood as an illegal dumping ground and in the years before Mr. Richardson purchased it I had begun to clean it up at my expense and use it to park a car during parking bans. At some point, unknown to me, Mr. Richardson purchased the alley so that he had enough lot coverage for the project he is now pursuing. Without our knowledge of this purchase, my son's car was parked in that alley. Seeing that the car was parked the alley he now owns (again, without our knowledge) Mr. Richardson towed his car away and parked it at his business in Keeler Bay. Mr. Richardson made no attempt to contact me or anyone in my family despite the fact he knew it was one of our cars. We initially thought the car was stolen but when we called the Burlington Police they informed us of Mr. Richardson towing it away. When we finally did locate the car Mr. Richardson made no effort to explain his actions.

Mr. Gustin, I'm not sure what leverage I have in this matter if any at all. My desire is not to force Mr. Richardson to abandon his project or to cause him harm in any way. That said, as you can see, Mr. Richardson has consistently caused me harm. If he is allowed to go forward with his project, I am hopeful it is contingent on him paying me restitution for the fence damage and his commitment to a timeline we all understand along with a more tidy and better run worksite.

With Warmest Regards,



Jeff Govoni

