

FINDINGS OF FACT AND NOTICE OF DECISION

Town of Shelburne - Development Review Board

APPEAL A15-10

Location: 3164 Shelburne Road

Appellant/ Property Owner: Champlain Housing Trust

Appellee: Town of Shelburne

IDENTIFYING INFORMATION

Map Number	23-50-47.200
Zoning District	Mixed Use
Overlays	Stormwater
Lot Size	4.89 acres
Water and Wastewater	Municipal

OVERVIEW

This matter came before the Development Review Board ("DRB" or "Board") on the appeal of Champlain Housing Trust (CHT) of the Notice of Violation ("NOV") that the Town of Shelburne Zoning Enforcement Officer issued to CHT on October 19, 2015. The DRB conducted the public hearing at its meetings on June 15, July 6, August 17, September 7 and October 19, 2016.

PUBLIC HEARING NOTICE

On November 15, 2015, a notice of a public hearing was published in the Burlington Free Press, and on November 13, 2015 a notice of a public hearing was posted in the Shelburne municipal office complex, the Shelburne Post Office, and the Shelburne Supermarket.

The wording of the notice was as follows:

APPEAL A15-10 Appeal by Champlain Housing Trust, Inc. of Notice of Violation (NOV). NOV cites change of use from hotel/motel without a zoning permit, and addition of new uses without zoning permit. New uses cited are: 1) creation of one or more dwelling units; 2) addition of short-term residential services use; 3) addition of an emergency housing use; 4) addition of a temporary housing use; 5) addition of a transitional housing use; 6) creation of a multi-family dwelling; 7) addition of medical or dental office use; 8) addition of business or professional office use; and/or 8) commencing other uses or activities on property that are beyond the scope of existing hotel/motel use. Property at 3164 Shelburne Road is located in Mixed Use District and Stormwater Overlay District. The hearing will be conducted on-the-record pursuant to 24 VSA § 4471(b).

RECORD

The application was considered by the Development Review Board (DRB) at a public hearing warned for September 7, 2016 Present at the hearing was a quorum of the members of the DRB. Any members participating in the decision but not present at the hearing session have reviewed relevant meeting minutes and recordings.

The record maintained by the Planning and Zoning Office as part of the proceeding consists of the following:

- Prefiled Testimony of: Dean Pierce and Joe Colangelo including Exhibits 1-13
- Michael Monte including Monte Exhibits A-F and CHT's Notice of Appeal, Margaret Bozik including Bozik Exhibits A-C, Sean Brown including Brown Exhibit A, Stephen Leffler, William Wilson, Amy Demetrowitz including Demetrowitz Exhibits A-O

Town of Shelburne Exhibits:

1. Town of Shelburne Zoning Bylaws
2. 24 V.S.A. § 4449
3. Letter dated September 24, 2015, from Joe Colangelo to Michael Monte
4. Notice of Violation to Champlain Housing Trust dated October 19, 2015
5. Notes from – Harbor Place Discussion that took place on June 11, 2015



6. Portions of Champlain Housing Trust, Inc.'s Responses to Town of Shelburne's Second Set of Information Requests
7. Minutes of the June 5, 2013, meeting of the Board of Directors of the Champlain Housing Trust
8. Contract between State of Vermont, Department for Children and Families and the Champlain Housing Trust
9. Memoranda of Understanding between CHT and others
10. Memoranda of Understanding between CHT and others
11. Report to the Vermont Legislature dated January 27, 2015 submitted by the Secretary of the State Agency of Human Services
12. Portion of Champlain Housing Trust's fall 2014 newsletter entitled "Harbor Place Supportive Housing in Vermont"
13. Emails dated June 12, and June 17, 2015, between Ann Janda and Margaret Bozik

Champlain Housing Trust Exhibits:

- Monte Exhibits
 - A. Letter dated June 17, 2015 from Town Development Review Board Coordinator & Enforcement Officer to Michael Monte
 - B. Letter dated July 22, 2015 from Town Development Review Board Coordinator & Enforcement Officer to Michael Monte
 - C. Letter dated September 24, 2015, from Joe Colangelo to Michael Monte
 - D. Notice of Violation to Champlain Housing Trust dated October 19, 2015
 - E. Letter dated January 8, 2015, from Joe Colangelo to Michael Monte
 - F. Champlain Housing Trust Inc.'s Notice of Appeal dated October 29, 2015
- Bozik Exhibits
 - A. CHT Harbor Place Guest Rules
 - B. MOU between UVM Medical Center and CHT
 - C. MOU between Lund and CHT
 - D. Brown Exhibit A: Graph/Table of Temporary Housing Usage in Shelburne, Vermont for SFY2010-2015
- Demetrowitz Exhibits
 - A. Warranty Deed dated October 28, 2013, from Keshav, LLC to CHT
 - B. Records from Town Planning and Zoning Department for the property located at 3164 Shelburne Road
 - C. CHT's License to Operate from the Agency of Human Services, State Board of Health, effective October 1, 2015
 - D. Zoning Permits and other records from Town Planning and Zoning Department for the property located at 3164 Shelburne Road since CHT became owner
 - E. Photo of Harbor Place sign
 - F. F-O .Photographs of rooms at Harbor Place, Countryside Motel and the Days Inn
- Champlain Housing Trust, Inc. Appeal of Notice of Violation, 3164 Shelburne Road ("Harbor Place") Letter, prepared by Dunkiel Saunders Elliot Raubvogel & Hand, PLLC., dated 06/13/16 and received 06/13/16;
- Town of Shelburne Response Letter prepared by Monaghan Safar Ducham PLLC., dated 06/14/16 and received 06/14/16;
- Motion to Exclude, Stipulated Facts and Stipulated Exhibits prepared by Dunkiel Saunders Elliot Raubvogel & Hand, PLLC., dated 06/15/16 and received 06/15/16;

- Motion to Strike Prefiled Testimony of Michael Monte, prepared by Monaghan Safar Ducham PLLC., undated and received 06/15/16;
- Appeal Memorandum, prepared by Monaghan Safar Ducham PLLC., dated 06/15/16 and received 06/15/16;
- Appeal Memorandum, prepared by Dunkiel Saunders Elliot Raubvogel & Hand, PLLC., dated 07/05/16 and received 07/05/16;
- Town of Shelburne Appeal Memorandum, prepared by Monaghan Safar Ducham PLLC., undated and received 07/06/16;
- Champlain Housing Trust, Inc. Appeal of Notice of Violation, 3164 Shelburne Road (“Harbor Place”) Post-hearing Brief, prepared by Dunkiel Saunders Elliot Raubvogel & Hand, PLLC., dated 08/31/16 and received 08/31/16;
- Town of Shelburne Revised Appeal Memorandum, prepared by Monaghan Safar Ducham PLLC., undated and received 08/31/16;
- Town of Shelburne Supplemental Brief, prepared by Monaghan Safar Ducham PLLC., undated and received 10/19/16;
- DRB Exhibits
 - Exhibit 1: Merriam Webster Definition of “General Public”
 - Exhibit 2: Cambridge Dictionary Definition of “General Public”
 - Exhibit 3: Dictionary.com Definition of “General Public”

Sworn verbal testimony offered at the hearings on June 15, July 6, August 17, September 7 and October 19 2016 included Town attorney Claudine Safar, of Monaghan Safar Ducham PLLC., Champlain Housing Trust Inc., attorney Karen Tyler, of Dunkiel Saunders Elliot Raubvogel & Hand, PLLC, Michael Monte, Dean Pierce, Joe Colangelo, Amy Demetrowitz, Margaret Bozik, Sean Brown, Stephen Leffler and William Wilson.

FINDINGS

For at least fifteen years prior to October 28, 2013, the property located at 3164 Shelburne Road (the “Property”) was used continuously for the operation of one or more motels, as defined by the Town of Shelburne Zoning Bylaws (“Bylaws”). In 2013, an Econo Lodge motel was operating on the Property, in the Mixed Use District of Shelburne as defined by Article X of the Bylaws.

The State of Vermont (the “State”) provides General Assistance Emergency Housing benefits (“Benefits”) to individuals who meet income eligibility requirements and need emergency, temporary housing as defined the rules of the Vermont Department of Children and Families “DCF”). In the first instance, DCF refers eligible individuals and families to a local shelter, but if none of the local shelters have an open bed, then DCF refers eligible individuals and families to a hotel or motel. DCF requires that all persons who use Benefits to stay in a motel receive case management services aimed at helping them find permanent housing. The organizations that provide these services often do so at the motel where each person is staying. DCF has informal, verbal agreements with several motels in Chittenden County. In recognition of the business that DCF provides to the motels, these motels agree to charge a reduced rate. During the State’s fiscal years 2010-2014, DCF paid approximately \$860,482 to provide emergency temporary housing to eligible individuals and



families at the following motels in Shelburne: Countryside Motel, Days Inn, Dutch Mill Motel, Econo Lodge, North Star Motel, Quality Inn, Super 8 and Yankee Doodle. Of these motels, DCF paid the largest amount of Benefits, \$472,253, to house Benefits recipients at the Econo Lodge operated on the Property before CHT purchased the Property.

In an effort to fill rooms on a consistent basis and assure steady income, it is very common for motels to enter into agreements for the referral of customers. Motels also enter into agreements that include the reservation of a block of rooms at a negotiated reduced rate or with DCF for referral of recipients of Benefits. From approximately 2012 to 2015, the guests of roughly 90% of the rooms rented during the winter months at the Ho Hum Motel in South Burlington paid with DCF vouchers.

In spring 2013, CHT noticed reports that the State's expenditures to provide Benefits for eligible individuals and families to stay in hotels or motels during the 2012-2013 winter had increased by 50 percent. In response to these reports and to observations of CHT staff, CHT decided to purchase and operate a motel. In October 2013, CHT purchased the Property, including the seven buildings previously used as an Econo Lodge motel. CHT renamed the establishment "Harbor Place" and opened in November 2013. CHT determined that in order to both generate sufficient revenue and offer affordable rates, it would need to maintain an occupancy rate of 70 percent, while minimizing operating costs. Prior to opening Harbor Place, CHT filled in the swimming pool on the Property as a safety measure and to avoid the costs of operating and maintaining the pool. In addition, CHT does not advertise or enter contracts with online booking services. Instead, CHT established relationships with other nonprofit organizations based in Chittenden County that serve the lower-income customers that are CHT's target market. If the nonprofit organization refers customers to Harbor Place, CHT will charge either the organization or the referred customer a reduced rate. Harbor Place also provides housekeeping services each time a room is vacated before a new guest(s) occupies the room, rather than on a daily basis.

In 2013, CHT entered into agreements with at least four organizations. In CHT's Memorandum of Understanding ("MOU") with Howard Center, Inc., ("Howard Center"), CHT agrees to rent rooms to the Howard Center and its clients, subject to availability, at the applicable discounted rate, plus taxes, and the Howard Center agrees to refer to Harbor Place as the first option, but with no guarantee as to the number of referrals¹.

¹ CHT entered into a similar MOU with Howard Center in 2016.
A15-10 –Champlain Housing Trust Appeal
Findings of Fact and Notice of Decision



In CHT's MOU with Safe Harbor Health Center (hereinafter "SHHC") CHT agrees to rent rooms to SHHC and its clients, subject to availability, at the applicable discounted rate, plus taxes, and to make office space available to SHHC so that SHHC may provide on-site case management, and SHHC agrees to provide on-site case management and supportive services to the clients that it refers to Harbor Place². In CHT's MOU with Fletcher Allen Health Care, Inc. ("FAHC") CHT agrees to rent single rooms to FAHC and its clients for temporary medical respite housing, at the applicable discounted rate, plus taxes, and to give priority to referrals from FAHC. In the same MOU, FAHC agrees to refer to Harbor Place as its first option clients who are homeless or otherwise in need of a temporary nearby place to stay³, to refer clients for a minimum total of 550 bed nights for a total minimum annual payment of \$15,400, and to arrange, as appropriate, for a third party to provide respite services. In 2016, CHT entered into a similar MOU with the University of Vermont Medical Center ("UVM").

CHT entered into a contract of nearly five years with DCF in which CHT agrees to reserve 30 rooms for individuals or families receiving Benefits, to provide space on the Property for the provision of case management services by the Champlain Valley Office of Economic Opportunity, Women Helping Battered Women, SHHC and other agencies, to collect and report certain data and to meet certain performance measures. In practice, DCF informs CHT each day of the number of individuals and families receiving Benefits that it is referring to Harbor Place on that day. As the DCF office closes at 4:00 pm, CHT may make available for rent to others any of the 30 reserved rooms for which DCF has not made a referral by 4:00 pm. DCF agrees to pay rent in the amount of \$418,500 for the first year, payable in equal monthly installments and subject to a two percent annual increase, regardless of actual occupancy. In the State fiscal year up to mid-June 2016, DCF provided Benefits to house a total of 124 families for 2,737 nights at Harbor Place and 1,009 nights at other establishments in the Burlington district. During that same time period, DCF provided Benefits to house single adults for a total of 4,389 motel room nights at Harbor Place and 3,378 nights at other establishments in the Burlington district.

² In 2014, CHT entered into a similar MOU with each of Pathways to Housing VT, Inc. and Lund. In 2016, CHT entered into a similar MOU with each of the Champlain Valley Office of Economic Opportunity, SHHC, Lund, and Pathways to Housing VT, Inc.

³ Patients who are not homeless or who otherwise have the financial ability, and must stay in the area for a short time period so that visiting nurses may check the status of recovery or so the patients can attend follow-up appointments often stay at the Sheraton in South Burlington. The visiting nurses that provide post-operative services at Harbor Place provide similar services at the Sheraton and other hotels or motels to which patients are discharged.

Initially, CHT considered advertising Harbor Place as a hostel. CHT considered this advertising plan because it was not sure if a sufficient number of people would stay at Harbor Place, so CHT also considered adding to the Harbor Place sign a vacancy notice. In December 2013, the Chief Operations and Financial Officer and the Director of Real Estate Development of CHT met with the Shelburne Chief of Police and the then Shelburne Town Manager, who also held the position of Zoning Enforcement Officer. The Chief of Police explained that criminal activities, including drug dealing and prostitution, frequently took place on the Property when operated as the Econo Lodge. Interested in breaking this pattern, the Chief of Police asked CHT to focus on customers referred by one of the nonprofit organizations and discouraged CHT from adding a vacancy notice to the sign. He hoped to reduce the number of "walk-in" customers about whom CHT knew nothing.

The one building on the Property that does not house guest rooms contains a meeting room and an office, each of which consists of approximately 144 square feet, and the reception desk. The remaining six buildings on the Property house guest rooms, which are either singles, singles with a kitchenette, or doubles with a kitchenette. More than fifty percent of the rooms at Harbor Place have direct access to the outdoors. Rooms are available for rental on a daily or a weekly basis. The average length of stay at Harbor Place is 12 nights and the median length of stay is four nights. In 2013 and 2014, the discounted daily rates were \$28 for a single room, \$35 for a single room with a kitchenette and \$45 for a double room with kitchenette. In 2015, these rates increased to \$29, \$36 and \$46, respectively. The current rates are \$30, \$37 and \$47, respectively. In establishing the Harbor Place regular daily room rates of \$130, \$137 and \$147, respectively, CHT considered the peak and off-season rates charged by two motels with comparable accommodations, the Days Inn and the Quality Inn, and set a rate that was in between the two rates. In addition, CHT intended to set the regular daily room rates at an amount that would be high enough to discourage rental of rooms for use in connection with criminal activities, but low enough to be competitive with nearly similar motels.

CHT provides services or has agreed to allow third parties to provide services at Harbor Place that are wanted or needed by the primary customer base of Harbor Place. In addition to low cost temporary accommodations, the Harbor Place property manager assists guests in completing applications for rental housing that CHT manages or owns and CHT may refer guests to one of its education programs. Many of the organizations that refer guests to Harbor Place also employ case managers who come to the Property and

help guests find affordable permanent housing, apply for available housing subsidies and identify issues that may have led to the guest becoming homeless. These meetings generally take place in the Harbor Place meeting room. UVM arranges for visiting nurses to meet with, and monitor the recovery of, guests recuperating from surgery or a similar medical or disabling event. These meetings, which generally take place in the guest's motel room, may include an evaluation of the guest, a limited physical screening, a short interview to determine the status of recovery, confirmation of follow-up appointments and/or a check-in with the primary provider. Doctors and/or nurses from the Community Health Center of Burlington ("Center") make monthly outreach visits to Harbor Place to identify persons who need medical care, which may include checking temperatures or blood pressure, and to encourage guests to make health care appointments at the Center.

It is undisputed that, in almost all cases, the individuals or families that stay at Harbor Place need temporary, transient housing in or near the Burlington area. They are either homeless and/or leaving an unsafe living situation, and need a place to stay for a short time period while case managers help them find permanent housing, or need to stay near Burlington while recuperating from surgery or a similar medical or disabling event. The Town also does not dispute CHT's claims that it has never turned away "walk-in" customers if there were rooms available at Harbor Place. In the late summer or fall 2015, CHT posted a vacancy notice underneath its roadside sign. Since CHT began operating Harbor Place, there have not been any room nights that were not the result of a referral from one of the organizations with which CHT has entered into an agreement.

In and around 2014, the Town received complaints from residents of properties located near the Property about activities and individuals on the Property and an investigation ensued. As a result of the investigation, and after several meetings between Town officials and representatives of CHT, the Town issued to CHT a NOV on October 19, 2015, claiming that CHT is not operating Harbor Place as a motel because CHT does not offer rooms to the general public and because the services it provides are not typical of the services that a motel usually provides. The Town claims that CHT has commenced land development without a zoning permit, in violation of State law and the Bylaws. Specifically, the Town alleged the following changes of, and/or additions of, uses to the Property without a zoning permit:

1. Creation of one or more dwelling units;
2. Addition of a short-term residential services use;

3. Addition of an emergency house use;
4. Addition of a temporary housing use;
5. Addition of a transitional housing use;
6. Addition of a multi-family dwelling;
7. Addition of a medical or dental office use;
8. Addition of a Business or Professional office use; and/or
9. Commencing other uses or activities on the property that are beyond the scope of the existing hotel/motel use.

CHT filed a timely appeal to the DRB on October 29, 2015. For approximately seven months thereafter, the Town and CHT conducted discovery. The DRB commenced the public hearing on this appeal on June 15, 2016, and closed it on October 19, 2016.

LEGAL ANALYSIS

The Town bears the burden to show that Harbor Place is not a motel within the meaning of the Bylaws. A motel is defined in relevant part as follows:

Hotel or Motel: A facility, other than a bed and breakfast or inn or campground or rooming house, that offers transient lodging accommodations on a daily or weekly rate, to the general public, and which may also provide additional services such as restaurants, meeting rooms or recreation facilities. [In order to be a] motel, at least half of all lodging rooms shall have direct access to the outside without passing through a lobby or common corridor.

Bylaws, Article XXI, § 2110.64. The Town maintains that CHT is not operating Harbor Place as a motel because it does not offer transient housing to the general public. Specifically, it argues CHT's clientele are not representative of the general public because they are referred by nonprofit organizations or social services agencies. That is to say, in order to be a patron of Harbor Place, one must be a client of the referring nonprofit organization or social services agency. The Town also argues that, to the extent Harbor Place is available to non-members of these social service agencies, by way of its vacancy sign or rooms not reserved for the agencies, such availability is the exception, not the rule. Finally, the Town argues that the services provided at Harbor Place (nurse checks, counseling, and help finding housing) do not qualify as the types of "additional services" contemplated in the definition of motel.

To construe zoning ordinances, Vermont courts use the same rules as for construing statutes. *Blundon v. Town of Stamford*, 154 Vt. 227, 229 (1990). In construing any law, the court's primary purpose is to implement the legislative intent. *Shlansky v. City of Burlington*, 2010 VT 90, ¶ 8, 188 Vt. 470, 477-478, 13 A.3d



1075, 1079; see also *Drumheller v. Shelburne Zoning Board of Adjustment*, 155 Vt. 522, 529 (1990). Courts first look to the plain language of the bylaw as an expression of the intent. See *id.* In addition, statutory and regulatory schemes should be read as a whole (i.e. in *pari materia*). *Blundon v. Town of Stamford*, 154 Vt. 227, 228 (1990). When interpreting the Bylaws, the DRB should have its purposes in mind. The Bylaws are intended to promote appropriate development in order to achieve public health, safety, prosperity, economy and general welfare. The Bylaws are also intended to protect residential, agricultural and other areas from undue concentrations of population, from traffic, and from the loss of peace, quiet and privacy. However, the Bylaws must be interpreted in such a way as to provide due consideration for the rights of landowners to own and control their private property and any ambiguity in a rule or ordinance must be interpreted in favor of the landowner. See *Bylaws at Article I*; see also *In re Application of Lathrop Ltd. P'ship I*, 2015 VT 49, ¶¶ 29-30, 199 Vt. 19, 35–36, 121 A.3d 630, 642–43 (2015).

The DRB concludes that the Town's interpretation of the Bylaw's definition of "motel" is impermissibly narrow. The definition of motel is broad and must be viewed in the larger context of the definitional section of the Bylaws and within the context of the purpose of Bylaws and the uses that are allowed as permitted or as conditional uses in the Mixed Use District. Article XXI of the Bylaws provides definitions for the terms used throughout Articles I – XX. There are 169 definitions⁴, all of which relate to property use, ranging from Art Galleries to Yacht Clubs. Among the definitions are "bed and breakfast", "inn", "campground" and "rooming house". These uses are referenced in the definition of "hotel/motel", presumably to help the reader understand what a motel or hotel is or isn't. A "bed and breakfast" is defined as "an owner occupied residential structure which contains sleeping rooms for rent for transient occupancy". A "campground" is defined as "land on which are located designated sites for recreational vehicles, tents or other movable accommodations suitable for seasonal or temporary living purposes." A "rooming house" is an "owner occupied structure containing rooms for lease to short or long term guests, and in which meals may be provided to the guests." These definitions do not require that accommodations be offered to the "general public". Only the definition of an "inn" contains reference to the "general public." If offering rooms to the general public is the pivotal characteristic of a motel or hotel, then there would have been no need to reference bed and breakfasts, campgrounds or rooming

⁴ It is worth noting that, of the 169 definitions contained in Article XXI, the term "general public" is not defined.
A15-10 – Champlain Housing Trust Appeal
Findings of Fact and Notice of Decision



houses in the definition of motel. Transient accommodations are the common denominator for all these uses. This suggests that the distinguishing feature of these uses is that the occupancy be temporary. ✓

Words that are not defined within a statute are given their *plain and ordinary meaning*, which may be obtained by resorting to dictionary definitions. See *In re Application of Lathrop Ltd. Partnership I*, 2015 VT 49, ¶ 41 (quoting *Franks v. Town of Essex*, 2014 VT 84, ¶ 8, 194 Vt. 595, 599-600, 87 A.3d 418 (emphasis added)). The plain and ordinary meaning of the term "general public" is commonly understood to mean people who are not important (such as public figures), who are not part of a particular group or organization, but are ordinary people in society. See MacMillian Online Dictionary:

<http://www.macmillandictionary.com/dictionary/british/the-general-public>. See also Cambridge Online Dictionary: <http://dictionary.cambridge.org/us/dictionary/english/general-public> ("ordinary people, especially all the people who are not members of a particular organization or who do not have any special type of knowledge"). There is no question that Harbor Place's clientele consists of members of the general public who are in need of an affordable place to stay on a temporary basis while looking for permanent housing or recuperating from a medical condition or disability. CHT's decision to pursue a particular market, a subset of the general public, does not mean that Harbor Place fails or refuses to offer transient lodging accommodations to the general public. Rather than requiring that such facilities actively seek customers from the entire general public, it appears that the legislature intended this clause of the definition to ensure that facilities that arbitrarily refuse to provide accommodations or services to a segment of the general public are not considered motels. The Bylaws require that motels offer transient lodging accommodations to the general public, without unlawful discrimination, but do not prevent motels from appealing to particular segments of the general public for business, particularly if the hotel/motel industry underserves that segment of the general public. ✓

In support of its claim that Harbor Place does not offer accommodations to the general public, the Town focuses on the facts that Harbor Place has agreements (contracts) with various local agencies that have reserved blocks of rooms or have agreed to pay a certain rate for clients referred by the agencies and does not advertise or contract with online booking entities while other hotels in the area with similar agreements ✓ (contracts) do advertise and contract with online booking entities. But the DRB fails to see how this would be any different than Harbor Place entering into an agreement with a luxury travel agency to hold a group of rooms for clients it might refer. The Bylaws do not regulate the marketing practices of motels.

any different than Harbor Place entering into an agreement with a luxury travel agency to hold a group of rooms for clients it might refer. The Bylaws do not regulate the marketing practices of motels.

The Town also argues that Harbor Place is not a motel because the "additional services" that it provides are not contemplated as part of a motel. The definition of motel is not so restrictive as to prevent Harbor Place from helping its customers find permanent affordable housing or from allowing out of town individuals who undergo a medical procedure at UVM a brief period of respite near the hospital before they return home. The services that Harbor Place provides are substantially similar to those that the Econo Lodge offered and that other motels in Shelburne currently offer. It is no different than a facility that offers transient lodging accommodations and caters to people who have means, such as a motel with spa or high end concierge services.

DECISION ON NOTICE OF VIOLATION

Based on the Findings and Legal Analysis set forth above:

There is insufficient evidence that one or more dwelling units have been created on the Property.

Vote: 6 In favor 0 Opposed

There is insufficient evidence that a multi-family dwelling has been added to the Property.

Vote: 6 In favor 0 Opposed

There is insufficient evidence that a medical office has been added to the Property.

Vote: 6 In favor 0 Opposed

There is insufficient evidence that a dental office use has been added to the Property.

Vote: 6 In favor 0 Opposed

There is insufficient evidence that a Business office or a Professional office use has been added to the Property.

Vote: 6 In favor 0 Opposed

To the extent emergency housing, temporary housing, or transitional housing uses differ from "transient lodging accommodations," these uses have not been added to the Property.

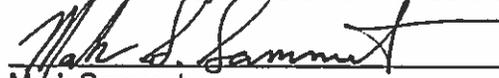
Vote: 4 In favor 2 Opposed

Other uses or activities that are beyond the scope of the allowed motel use have not been commenced on the property.

Vote: 4 In favor 2 Opposed

VOTING AND EXECUTION

As authorized by these DRB Members voting in favor of each of the above decisions:


Mark Sammut,
Vice Chair

11/30/2016 *MS*

APPEAL RIGHTS

An appeal of this decision may be taken by filing, within 30 days of the date of this decision, a notice of appeal and the required fee by certified mail to the Superior Court, Environmental Division. See V.R.E.C.P. 5(b). A copy of the notice of appeal must also be mailed to the Town of Shelburne at P.O. Box 88, Shelburne, VT 05482. See V.R.E.C.P. 5(b) (4)(A). Please contact the Environmental Division at 802-828-1660 or <http://vermontjudiciary.org/GTC/environmental/default.aspx> for more information on filing requirements, deadlines, fees and mailing address.