

Town of Richmond
Planning Commission Meeting
AGENDA
Wednesday May 20th, 2020, 7:00 PM

Due to restrictions in place for COVID-19, and in accordance Bill H.681 **this meeting will be held by login online and conference call only**. You do not need a computer to attend this meeting. You may use the "Join By Phone" number to call from a cell phone or landline. When prompted, enter the meeting ID provided below to join by phone. For additional information and accommodations to improve the accessibility of this meeting, please contact Ravi Venkataraman at 802-434-2430 or at rvenkataraman@richmondvt.gov

Join Zoom Meeting:

<https://us02web.zoom.us/j/86161673131?pwd=bmdGcm5YL1paSmNoOGNaRDdaQmRPZz09>

Join by phone: (929) 205-6099

Meeting ID: 861 6167 3131

Password: 015397

1. Welcome and troubleshooting
2. Adjustments to the Agenda
3. Approval of Minutes
 - May 6, 2020
4. Presentation on DASH Grant
5. Review Affordable Housing draft regulations
6. Discuss Survey and Public Outreach
7. Discuss prioritization strategy for revising the Town Zoning Regulations
8. Other Business, Correspondence, and Adjournment

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3. Approval of Minutes

- Page 3: May 6, 2020

5. Review Affordable Housing draft regulations

- Page 6: Draft of Affordable Housing Regulations (From May 6, 2020 meeting)
- Page 13: “Maximum rent and purchase price affordability thresholds by income and household size” table procured by Vermont Housing Finance Agency (VHFA)
- Page 14: Continued Affordability Agreement for South Village Communities in South Burlington

6. Survey and Public Outreach

- Page 19: Draft Survey on Zoning/Planning Commission Work prepared by Virginia Clarke

7. Discuss prioritization strategy for revising the Town Zoning Regulations

- Page 20: Official Zoning Map (Effective September 2019)

1
2 Richmond Planning Commission
3 REGULAR Meeting
4 UNAPPROVED MINUTES FOR May 6, 2020 MEETING

5

Members Present: Chris Cole, Virginia Clarke, Chris Granda, Mark Fausel, Scott Nickerson, Alison Anand (joined 7:21), Lauck Parke (joined 7:21)
Members Absent: Joy Reap, Brian Tellstone
Others Present: Ravi Venkataraman (Town Planner/Staff)

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8 Chris Cole opened the meeting at 7:06 pm.

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10 **2. Adjustments to the Agenda - None**

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12 **3. Approval of Minutes**

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14 Motion by Virginia Clarke, second by Scott Nickerson to approve the minutes of September 12, 2019 Planning Commission meeting. Voting: unanimous. Motion carried.

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17 Motion by Clarke, second by Chris Granda to approve the minutes of the October 16, 2019 Planning Commission meeting. Voting: 4-0 (Mark Fausel abstained). Motion carried.

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20 Motion by Nickerson, second by Clarke to approve the minutes of the October 30, 2019 Planning Commission meeting. Comment: Granda would like to make known that the October 30, 2019 meeting minutes were mislabeled as October 16, 2019 meeting minutes. Voting: unanimous. Motion carried.

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25 Motion by Nickerson, second by Fausel to approve the minutes of the March 4, 2020 Planning Commission meeting. Voting: 4-0 (Granda abstained). Motion carried.

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28 **4. Public Comment for non-agenda items - None**

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30 **5. Reappointment of Suzanne Mantegna as Zoning Administrator**

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32 Motion by Nickerson, second by Fausel, to appoint Suzanne Mantegna to a three-year term as the Zoning Administrator for the Town of Richmond. Voting: unianimous. Motion carried.

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35 **6. Review Planning Commission candidates**

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37 Clarke overviewed the three nominees of the Planning Commission, and explained the letter she has drafted. Cole asked about practice. Fausel says that it is standard practice to provide recommendations. Fausel said that the Planning Commission should join in on Selectboard meeting to support nominees.

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42 Motion by Granda, seconded by Nickerson to recommend the reapproval of the appointments
43 of Mark Fausel and Joy Reap as well as approval of Jake Kornfeld to the Planning
44 Commission.

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46 **7. Review Selectboard Public Hearing on Jolina Court Zoning District regulations and**
47 **Affordable Housing draft regulations**

48

49 Cole asked about the capacity of staff to support the affordable housing regulations.
50 Venkataraman said staff could manage 10 units, maybe 15 units. Cole said the Selectboard will
51 need to be aware of staffing impacts if there are more than 10 affordable housing units. Alison
52 Anand asked if any developer is interested in developing affordable housing. Granda said no one
53 presently is actively interested in developing affordable housing. Anand asked what locations
54 would be affected by these regulations. Cole said the Jolina Court Zoning District for now.
55 Venkataraman overviewed the draft regulations. Nickerson asked if staff would provide a form
56 for property owners when they would need to recertify the affordable housing units.
57 Venkataraman said yes. Clarke had concerns about recertifying the tenants per year. Anand
58 asked if the draft regulations provided are a standard set of draft regulations. Venkataraman said
59 he borrowed language from South Burlington's draft regulations. Anand asked how well the
60 regulations are working in South Burlington. Venkataraman said the regulations there are
61 relatively new and have yet to see the effects. Anand said affordable housing regulations should
62 be started at a small scale. Anand shared concerns about recertifying the tenants per year. Clarke
63 suggested recertification every five years. Venkataraman said even if the recertification
64 requirement were set at five years, he expects staff would need to recertify the units every year
65 or two years because rental housing has a high turnover rate. Venkataraman recommends linking
66 recertification with lease cycles. Granda said that in principle the affordable housing units should
67 be made available to those who need housing and meets in the income requirements, instead of
68 people who were first in line. Fausel said he is concerned about the staffing abilities, and that
69 developers should be required to have an agreement with a third party. Venkataraman said he
70 doubted the program would be effective if every developer had to make an agreement with a
71 third party. Cole asked about the town entering into an agreement with a third party to monitor
72 and evaluate the affordable housing units. Venkataraman clarified that the town would not serve
73 as a landlord over the units and the town would have a covenant they would have to maintain to
74 ensure the affordability of the units. Nickerson asked about how simple the recertification process
75 would be. Venkataraman said that ideally the process would be pro forma, with the landowner
76 filling out a one-to-two page form, and staff stamping and filing the form. Fausel asked how
77 Venkataraman came up with the estimate of staff's capacity. Venkataraman said this is based on
78 Suzanne's limited hours per week and existing requirements. Clarke said the recertification
79 process should be limited. Cole concurred with Granda that regular recertification is a necessity
80 to make sure affordable housing is available to those who need it. Venkataraman said that
81 maintaining these types of agreements on a yearly basis is much easier, compared to a longer
82 term. Granda said that the recertification process could potentially police itself. Lauck Parke
83 voiced reservations about administering affordable housing regulations and support for parking-
84 related density bonuses. Fausel voiced concerns about the burden of these regulations on staff,
85 especially with a small-scale effect. Parke was concerned about legal implications. Anand said
86 she was concerned about the cost the town would take on in light of the current economic crisis.
87 Granda said many of the comments made were based on speculation and due to the economic
88 crisis currently, the town should take on such a task. Venkataraman suggested making the draft
89 regulations interim, in order to test out the waters and allow the Planning Commission to

reevaluate the regulations based on its effectiveness after two years. Nickerson asked about the fee schedule. Venkataraman said the fee schedule will need to be reevaluated as a whole. Cole said that Venkataraman's suggestion did not make sense, especially if in two years, the town decides not to have affordable housing regulations. Cole asked how much is "affordable". Venkataraman presented a document by VHFA outlining costs per AMI bracket. Clarke asked if the document as is is ready for the Selectboard to review. Venkataraman said he is confident with the document as presented but appreciates any comments and considerations from the Planning Commission. Cole asked about the timeline. Venkataraman said the Planning Commission has time to review and revise the document, and the Selectboard does not expect to see the document next week. Cole suggested that the Planning Commission should prepare comments and questions the commission should review during their next meeting

Clarke overviewed changes the Selectboard made to the Jolina Court Zoning District Regulations prior to approval.

8. Discussion of Village Downtown Zoning District draft regulations

Clarke recommended adding "Pub" to the list of allowable uses, and modifying language regarding density, height, and lot frontage.

Motion by Clarke, seconded by Granda to warn a public hearing on June 3, 2020 on the amendments to the Village Downtown Zoning District as presented and with the changes recommended during the May 6, 2020 Planning Commission meeting. Voting: unanimous. Motion carried.

9. Discussion of draft language for "Veterinary Clinics" – 20:52

Fausel recommended including a definition for "pub" as "see "Tavern"".

Motion by Granda, Seconded by Nickerson to warn a public hearing on June 3, 2020 on the addition of Veterinary Clinic and Pub uses to the Zoning Regulations as presented and with the changes recommended during the May 6, 2020 Planning Commission meeting. Voting: unanimous. Motion carried.

10. Other Business: 20:57

Venkataraman requested adding a presentation by Ashley Hanlon on the DASH Grant to the next meeting's agenda. Fausel commended Parke on his service. Cole thanked Parke for his years of service. Venkataraman announced that the Transportation Committee has a position open for Planning Commission members. Virginia called for attention to the survey.

11 Adjournment

Motion by Fausel, seconded by Nickerson to adjourn the meeting. Voting: unanimous. Motion carried. The meeting adjourned at 9:04 pm.

Respectfully submitted by Ravi Venkataraman, Town Planner

6.13 Affordable Housing Density Bonus

6.13.1 Purpose – Pursuant to one of the Town Plan goals, the objective of this section is to increase the supply of affordable housing in the Town, and housing opportunities for a variety of income groups. The following provisions are to ensure a supply of standard housing available at below-market rate purchase prices or rents by providing an incentive bonus to applicants who choose to provide affordable housing dwelling units in their respective development.

6.13.2 Applicability – Affordable Housing Density Bonuses shall only be granted to mixed-rate housing development uses

6.13.3 Definitions - In addition to the definitions in Section 7, the following definitions apply only to Section 6.13 and supersede Section 7 definitions if presented in both sections.

Below market rate households - Households whose aggregate income does not exceed eighty percent (80%) of the county median income, as defined by the United States Department of Housing and Urban Development in the case of for-purchase housing, or does not exceed sixty-five percent (65%) of the county median income, as defined by the United States Department of Housing and Urban Development in the case of rental housing.

Household –A group of between one (1) and four (4) unrelated individuals, or one (1) or more individuals related by blood, marriage, adoption and/or fosterage, occupying a dwelling unit and living as a single housekeeping unit.

Household Size - the total number of individuals (adults and children) in the household that will occupy an Affordable Housing Dwelling Unit, regardless of each individual household member's relationship, if any, to other members of the household.

Household Income - The household income for an applicant seeking to rent or purchase an Affordable Housing Dwelling Unit is the total combined annual cash income, whether earned (for example, salary, wages, tips, or commissions) or unearned (for example, benefits, unemployment compensation, interest, dividends) of each household member.

6.13.4 Administration and Compliance

a) Application Requirements. In addition to other applicable submission requirements to proposed projects as specified within the Richmond Zoning Regulations, applications under Section 6.13 shall include the following:

- 1) An Affordable Housing Density Bonus application;
- 2) A site plan which identifies the number, locations, types, and sizes of affordable housing dwelling units in relation to market-rate dwelling units;
- 3) Documentation supporting the allocation of affordable and market-rate units, including affordable housing dwelling unit allocation calculations;
- 4) Descriptions of each unit's type, floor area, number of bedrooms, estimated housing costs, and other data necessary to determine unit affordability;
- 5) Floor plans of all the housing units (both affordable housing and market-rate dwelling units) in the development;

- 6) Information regarding the long-term management of affordable housing dwelling units, including the responsible party or parties, as required to ensure continued affordability;
- 7) Draft legal documents required under this section to ensure continued affordability;
- 8) Construction timeline for the entire development, and/or phasing plan;
- 9) A comment letter from the Housing Advisory Committee;
- 10) Other information as requested by the Zoning Administrator to determine project compliance with Section 6.13

b) **Affordability Requirements.** The basis for determining maximum rental and purchase prices for Affordable Housing Dwelling Units under this section are described below. The data used to determine the incomes, rents and purchase prices is updated annually by U.S. Department of Housing and Urban Development (HUD). The Vermont specific data is updated annually on the Vermont Housing Data website, managed by the Vermont Housing Finance Agency, in a table titled “Maximum rent and purchase price affordability thresholds by income and household size”.

1) For Affordable Housing Dwelling Rental Units, the maximum monthly rent that may be charged is one-twelfth of 30% of the targeted Area Median Income (80%) corresponding to the size of the specific unit (measured in number of bedrooms). When any component of the rental housing costs is excluded, the maximum rent that may be charged is reduced accordingly.

2) For Affordable Housing Dwelling Ownership Units, the maximum monthly housing cost that the owner(s) may be required to pay is one-twelfth of 30% of the targeted Area Median Income (80%) corresponding to the size of the specific unit (measured in number of bedrooms).

3) **Maximum rent and purchase price calculation.** Maximum Rents and Purchase Prices for Affordable Housing Dwelling Units are calculated based on three components: housing costs, area median income targets, and the number of bedrooms in the respective unit.

a) Housing costs shall include:

i) For Affordable Housing Dwelling Rental Units – rent and utilities

ii) For Affordable Housing Dwelling Ownership Units – Mortgage (principal and interest), annual property taxes, average annual homeowner’s insurance premiums, and average annual mortgage insurance premiums, and 50 percent of annual condominium or homeowners’ association fees.

b) **Area Median Incomes (AMI) Targets.** HUD estimates the Area Median Income for households residing in the Burlington-South Burlington Metropolitan Statistical Area (MSA) and, in addition, for households of varying sizes residing in the MSA. HUD also calculates AMI ratios, including 80 percent AMI, for households of varying sizes in the MSA. HUD publishes this AMI-based annual household income information annually. Maximum rents and sales prices shall be determined using the most recent HUD-published income guidelines available at the time the unit is available for occupancy.

c) **Number of bedrooms.** The number of bedrooms shall be used to define a household size linked to the specific unit. The use of “number of bedrooms” for this purpose is explained under the Vermont Housing Data website’s annual maximum rent and purchase price tables entitled “Maximum rent and purchase price affordability thresholds by income and household size”.

c) Renter and Home-buyer Income Eligibility.

1) For households seeking to rent Affordable Housing Dwelling Rental Units, households, regardless of household size, are eligible to rent Affordable Housing Dwelling Rental Units so long as their combined household income does not exceed 80% AMI. Households need only to be eligible when a lease agreement for an Affordable Housing Dwelling Rental Unit is executed.

2) For households seeking to buy Affordable Housing Dwelling Ownership Units, households, regardless of household size, are eligible to purchase Affordable Housing Dwelling Ownership Units so long as their combined household income does not exceed 100% AMI. Households need only to be eligible when a purchase and sale agreement for an Affordable Housing Dwelling Ownership Unit is executed.

d) Flexibility between maximum rent and purchase prices and eligible renter or purchaser households.

1) Eligible renter or purchaser households may rent or purchase an Affordable Housing Dwelling Unit with a rent or purchase price linked to a household size (derived from number of bedrooms) that is not the same as the eligible household's size.

For example:

- a two-person household may purchase a three-bedroom house or condominium.
- a three-person household may rent a one-bedroom apartment.

2) Eligible renter or purchaser households may rent or purchase an Affordable Housing Dwelling Unit with an AMI target that is higher than the eligible Household's AMI percentage.

For example:

- a three-person household whose income is 70% of AMI (for its household size) may rent an apartment for which the rent is targeted to 80% of AMI.
- a two-person household whose income is 90% of AMI (for its household size) may purchase a condominium or house for which the purchase price is targeted to 80% of AMI.

e) Alternative Eligibility Criteria. When an affordable housing organization is a partner in the development of a mixed-rate housing development use, eligibility may be determined in accordance with program-based eligibility requirements established by the partner housing organization.

f) Continued Affordability. An Affordable Housing Dwelling Unit shall remain affordable in perpetuity commencing from the date of initial occupancy, through a deed restriction, restrictive covenant, or through purchase by or a contractual agreement with a local, state or federal housing authority or nonprofit housing agency, to be reviewed by the Town Attorney and approved by the Zoning Administrator with the assistance of the Housing Advisory Committee prior to recording in the Town of Richmond Land Records. Any deed restriction, covenant or other instrument or agreement ensuring the continued affordability of affordable housing dwelling units shall include:

1) Resale Restrictions. Provisions to ensure the affordability of units offered for sale shall include a formula for limiting the resale price to whatever is the higher of the purchase price the seller paid plus 2% for each year of ownership (non-compounding), or what is affordable to a household at 80% AMI at the time of resale. Eligible households are those having incomes no greater than 100% AMI at the time of purchase. In addition, any covenant shall have language to

ensure the continuing affordability of Affordable Housing Dwelling Rental Units if the unit or property offered for sale instead of as a rental.

2) The seller or his/her representative shall notify the Zoning Administrator and the Housing Advisory Committee of the prospective sale of an Affordable Housing Dwelling Ownership Unit;

g) Rent Changes. Provisions to ensure the affordability of Affordable Housing Dwelling Rental Units shall require that annual rent changes not exceed the percentage change in the median household income within the Burlington-South Burlington MSA, when the change is an increase; and that annual rent changes match the percentage change in the median household income within the Burlington-South Burlington MSA, when the change is a decrease. An exception to the limit on increases or required decreases is permitted to the extent that further increases or delayed decreases are made necessary by documented hardship or other unusual conditions. Such exceptions may not take effect until approved in writing by the Zoning Administrator with the recommendation from the Housing Advisory Committee;

1) Sublet Restrictions. Provisions for Affordable Housing Dwelling Units shall prohibit the subletting of units at rental rates and/or to households that exceed affordability limits established pursuant to this section.

h) Reporting Requirements. Annually, the owner of a mixed-rate housing development that includes Affordable Housing Dwelling Rental Units shall prepare and submit a report to the Zoning Administrator and the Housing Advisory Committee that lists the gross rents charged for Affordable Housing Dwelling Rental Units and household incomes at move-in, based on documentation provided by tenant for owner's completion of form provided by the Town, to certify that Affordable Housing Dwelling Rental Unit rent maximums and household income maximums have been maintained as required.

i) Administration. The Zoning Administrator with the assistance of the Housing Advisory Committee, or a bona fide qualified non-profit organization as determined by the Town of Richmond Selectboard, shall be responsible for the on-going administration of the affordable housing units as well as for the promulgation of such rules and regulations as may be necessary to implement this program. The Zoning Administrator with the assistance of the Housing Advisory Committee, or non-profit organization will determine and implement eligibility priorities, continuing eligibility standards and enforcement, and rental and sales procedures.

6.13.5. Density Increase. The Development Review Board may grant a density increase of no more than 20 percent of the total number of dwelling units allowed under the base zoning density. Half of the units gained as a result of a density increase shall be affordable housing dwelling units. Refer to Figure 6.13-2 for additional information.

Figure 6.13-2. Example calculation of affordable housing dwelling units

	PUDs with both market rate and affordable housing dwelling units
Acreage	3
Base Density	15 units per acre
Base Units	45 units
Bonus Units	9 units
Total Units	54 units
Net Density	18 units per acre
Affordable Units	5 units
Market Rate Units	49 units

a) The density increases shall be approved on the following criteria and standards:

1) The density upon which a bonus may be based shall be the total acreage of the property in question multiplied by the maximum residential density per acre for the applicable zoning district or districts.

2) Development Standards

i) Distribution. The affordable housing dwelling units shall be physically integrated into the design of the development, and shall be distributed among the housing types in the proposed housing development in the same proportion as all other units in the development, unless a different proportion is approved by the Development Review Board as being better related to the current or projected housing needs of the Town.

ii) Minimum Floor Area. The minimum gross floor area per affordable dwelling unit shall not be less than comparable market-rate units in the mixed-rate housing development.

iii) The dwelling units may at the discretion of the Development Review Board be of varied types including in the form of single-family, two-family, or multi-family dwelling uses, and, within multi-family dwelling uses, in the form of efficiencies, one-bedroom, two-bedroom, three-bedroom, and four-bedroom dwelling units as well as any dwelling units with more than four bedrooms.

iv) The Development Review Board shall review and approve the documents the applicant has provided to ensure the continued affordability of the affordable housing dwelling units, as specified under Section 6.13.3(f).

4) Housing Types. At the discretion of the Development Review Board, the dwelling units may be of varied types including one-family, two-family, or multi-family dwelling uses, as well as efficiency, one-bedroom, two-bedroom, three-bedroom, and four-bedroom dwelling units within multi-family dwelling uses.

6.13.6. Housing Replacement Requirement.

a) If at any point in time an affordable housing dwelling unit is to be removed, demolished, or converted into a different use—including market-rate residential uses—or nonuse (e.g. a vacant lot), the parties responsible for changing the status of the affordable housing dwelling unit must establish a replacement affordable housing dwelling unit within the Town of Richmond.

b) Requirements for Replacement Affordable Housing. All replacement affordable housing dwelling units must meet the following requirements:

1) Each replacement affordable housing dwelling unit shall have at least the same number of bedrooms as the dwelling unit being replaced;

2) Each replacement affordable housing dwelling unit must be located within the Town of Richmond;

3) Each affordable housing dwelling unit replacement must be established pursuant to Section 6.13.3 and all the standards for Affordable Housing Dwelling Units under Section 6.13.3 apply to all replacement Affordable Housing Dwelling Units

4) For replacement Affordable Housing Dwelling Ownership Units, the respective replacement Affordable Housing Dwelling Ownership Unit must be offered for sale at or below the fair market value of the dwelling unit that was removed, demolished, or converted to nonresidential use or nonuse, as determined either by an appraisal provided by the applicant, or by the City's latest assessed value of the premises including the dwelling unit that was removed, demolished, or converted to nonresidential use or to nonuse

c) Exemptions. This section shall not be applicable to:

- 1) Any dwelling unit ordered demolished or declared unfit for habitation because of damage caused by natural disaster, fire, flood, or other causes beyond the owner's control;
- 2) The removal of accessory dwelling units.

Section 7 – Definitions

Affordable Housing Dwelling Unit *[add]* – A dwelling unit that is perpetually affordable for below market-rate households, and exists in the form of either affordable housing dwelling ownership units or affordable housing dwelling rental units.

Affordable Housing Dwelling Ownership Unit *[add]* – A dwelling unit that is owned and occupied by its inhabitants in which:

- The sales price does not exceed the maximum price for a household with a gross annual income that does not exceed 80 percent of the median income for the Burlington-South Burlington Metropolitan Statistical Area (MSA), as defined by the United States Department of Housing and Urban Development; and
- The gross annual household income of the inhabitants at the time of purchase does not exceed 100 percent of the median income for the Burlington-South Burlington MSA; and
- The sales price never exceeds 80 percent of the median income for the Burlington-South Burlington MSA, in order for the unit to remain perpetually affordable

Affordable Housing Dwelling Rental Unit *[add]* – A dwelling unit that is rented by its inhabitants in which

- The rent does not exceed the maximum price calculated for a household with a gross annual income with 80 percent of the median income for the Burlington-South Burlington MSA; and
- The gross annual household income of the inhabitants does not exceed 80 percent of the median income for the Burlington-South Burlington MSA at the time of initial occupancy; and,
- The unit shall remain perpetually affordable to households with a gross annual household income that does not exceed 80 percent of the median income for the Burlington-South Burlington MSA.

Habitable area *[add]* - The finished areas or spaces of a dwelling unit that are heated (and, where air conditioning is available, cooled) with the rest of the dwelling unit.

Mixed-rate housing development *[add]* – A housing development that has both market-rate and affordable housing dwelling units. All mixed-rate housing developments shall be considered Planned Unit Developments, and subject to regulations under Sections 5.12 and 6.13

Revisions for Section 5.12.2:

f) With the exception of mixed-rate housing developments, the total number of allowable dwelling units in the PUD or the Residential PUD shall not exceed the number that would be permitted if the land were subdivided into lots in conformance with these Zoning Regulations for the Zoning District in which such land is located, and in accordance with Section 2.5 of these Zoning Regulations.

g) The DRB may authorize multiple uses within PUDs in the JC, VD, V/C and R/C Districts. Multiple uses may be allowed on all lots within PUDs in these districts (including pre-existing, nonconforming lots) provided that adding multiple uses shall comply with the PUD standards and other specific criteria of these Zoning Regulations and state law. In any PUD in the R/C District, at least 50% of the gross floor area shall be in residential use. In the V/C District, at least 50% of the gross floor area must be in commercial use. In the JC and VD Districts, any or all floors may be in commercial use. However, in the VD District, residential uses shall be restricted to the second floor and above; and in the JC District, residential uses shall be restricted to the second floor and above and to the walk-out basement floor as long as all applicable Vermont Fire and Building Safety Codes are met.

h) For mixed-rate housing developments, the total number of allowable dwelling units in the PUD or Residential PUD may exceed the number that would be permitted if the land were subdivided into lots in conformance with these Zoning Regulations for the Zoning District in which it is located, as long as the mixed-rate housing development is in conformance with Section 2.5 as well as the Affordable Housing Density Bonuses regulations under Section 6.13.

INSERT “Mixed-rate housing development” uses in district-by-district regulations accordingly

Maximum rent and purchase price affordability thresholds by income and household size, 2018

Area median 4-person household income	Income level (% of median income)	INCOME THRESHOLD BY HOUSEHOLD SIZE*					MAX GROSS RENT AFFORDABLE (INCLUDING UTILITIES)****				MAX PURCHASE PRICE AFFORDABLE**		
		ONE	TWO	THREE	FOUR	FIVE	1	2	3	1	2	3	
		PERSON	PERSON	PERSON	PERSON	PERSON	STUDIO	BDRM	BDRM	BDRM	BDRM	BDRM	BDRM
VERMONT (also applies to all 11 non-metro counties***) \$79,700	30%	16,750	19,150	21,500	23,900	25,800	418	448	537	621	57,000	69,000	80,000
	50%	27,900	31,900	35,850	39,850	43,050	697	747	896	1,036	97,000	116,000	135,500
	60%	33,500	38,300	43,000	47,800	51,600	837	897	1,075	1,242	116,500	140,500	163,000
	80%	44,650	51,000	57,400	63,750	68,850	1,116	1,195	1,435	1,657	156,500	188,000	218,000
	100%	55,800	63,800	71,700	79,700	86,100	1,395	1,495	1,792	2,072	196,500	236,500	273,500
	120%	67,000	76,600	86,000	95,600	103,200	1,675	1,795	2,150	2,485	237,000	283,500	328,000
CHITTENDEN	30%	19,530	22,320	25,110	27,900	30,132	488	523	627	725	67,000	80,500	94,000
FRANKLIN	50%	32,550	37,200	41,850	46,500	50,220	813	871	1,046	1,209	113,000	136,500	158,000
GRAND ISLE	60%	39,060	44,640	50,220	55,800	60,264	976	1,046	1,255	1,450	136,500	164,500	190,500
	80%	52,080	59,520	66,960	74,400	80,352	1,302	1,395	1,674	1,934	183,000	220,000	255,000
\$93,000	100%	65,100	74,400	83,700	93,000	100,440	1,627	1,743	2,092	2,418	229,500	276,000	319,000
	120%	78,120	89,280	100,440	111,600	120,528	1,953	2,092	2,511	2,901	276,000	331,500	383,000

*Incomes shown are based on HUD's estimated medians for 4-person households and adjustment factors for other household sizes. Maximum gross rent and purchase prices affordable are based on HUD guidance stipulating that homes have at least 1 bedroom for every 1.5 people in the household. This means that the affordable rent and purchase price of a 1 bedroom home are based on the average of the median incomes of 1 person household and a 2 person household as a proxy for the median income of a "1.5 person household". The affordable rent and purchase price for a 2 bedroom home are based on the median income of a 3-person household (i.e. 2 bedrooms x 1.5 people/bedroom = 3-person household). For a 3 bedroom home, the rent and price are based on the average of the median incomes of a 4 and 5 person household.

**Purchase price affordable assumes 5% down payment, average VT insurance, taxes and interest rates and a 30% affordability threshold (i.e. that the buyer spends up to 30% of income for principal and interest payment, taxes and insurance).

***In counties with median income estimates lower than for the statewide median, Vermont Chapter 117 recommends the use of the statewide median. In 2018, Addison, Bennington, Caledonia, Essex, Lamoille, Orange, Orleans, Rutland, Washington, Windham and Windsor counties had median income estimates lower than the \$79,700 median statewide.

****For utility cost estimates, consult the manager or developer or utility allowances linked on this page: <http://www.vhfa.org/rentalhousing/developers/program-materials>.

Disclaimer: This table is provided for information purposes only. The estimates do not constitute in any way any pre-qualification, evaluation of loan amount, qualification or approval of any loan by any lender, including lenders under the VHFA mortgage programs. This is not a disclosure nor an offer of credit and no guarantees are implied. Your actual loan amount and payments may vary. The managers of this web site assume no responsibility for any errors, omissions or calculations made with this table.

For actual loan and payment amounts, please contact a lender in your local area. Visit VHFA's website at <http://www.vhfa.org/homebuyers/lenders> for a list of lenders offering VHFA affordable home mortgage products. **Source: Based on HUD median income estimates for 2018 (<https://www.huduser.gov/portal/datasets/il.html>)**

CONTINUED AFFORDABILITY AGREEMENT
SOUTH VILLAGE COMMUNITIES, LLC – PHASE IIIB

This Continued Affordability Agreement is made this ___ day of _____, 2020, by and between **South Village Communities, LLC**, and the **City of South Burlington, Vermont** (the “Agreement”).

B A C K G R O U N D

WHEREAS, in 2006, South Village Communities, LLC filed a Master Plan Application #MP-05-02 (the “Master Plan”) to construct a planned unit development consisting of a 334 unit residential unit traditional neighborhood design, including single-family, two-family and multi-family dwelling units (the “PUD”);

WHEREAS, the South Burlington Development Review Board reviewed the Master Plan for the PUD under the City of South Burlington Land Development Regulations (the “Regulations”) then in effect and approved the Master Plan with conditions on February 10th, 2006 (the “2006 Approval”);

WHEREAS, the 2006 Approval awards a base density in the Southeast Quadrant of 1.2 units/acre which yields a total of 269 units;

WHEREAS, the 2006 Approval awards a maximum number of 334 residential dwelling units for a total density of 1.5 units/acre;

WHEREAS, the 2006 Approval awards a 25% density bonus for providing Mixed-Rate Housing, as determined by Section 18.02(2) of the Regulations, which accounts for the additional 65 units;

WHEREAS, Section 18.02(C)(2) states that for each additional market rate dwelling unit produced as a result of the density increase, one (1) comparable below market rate unit must be provided;

WHEREAS, Section 2.02 (Specific Definitions) of the Regulations defines Affordable Housing as either of the following: (A) Housing that is owned by its inhabitants, whose gross annual household income does not exceed eighty percent (80%) of the median income for the Burlington-South Burlington Metropolitan Statistical Area (MSA), as defined by the United States Department of Housing and Urban Development, and the total annual cost of the housing, including principal, interest, taxes and insurance, is not more than thirty percent (30%) of the household’s gross annual income; or (B) Housing that is rented by its inhabitants, whose gross annual household income does not exceed eighty percent (80%) of the median income for the Burlington-South Burlington Metropolitan Statistical Area (MSA), as defined by the United States Department of Housing and Urban Development, and the total annual cost of the housing, including rent, utilities and condominium association fees is not more than thirty percent (30%) of the household’s gross annual income;

WHEREAS, in 2017, South Village Communities, LLC filed Preliminary and Final Plat Application #SD-17-18 for approval of Phase IIIB of the PUD, consisting of the following: 1) 22 single family dwellings, 2) four (4) two-unit family dwellings, 3) two (2) three-unit multi-family dwellings, and 4) 24 multi-family dwelling units in two (2) buildings;

WHEREAS, the South Burlington Development Review Board reviewed application #SD-17-18 under the Regulations and the 2006 Approval and approved the application with Conditions on February 22, 2018 (the “2018 Phase IIIB Approval”);

WHEREAS, the 2018 Phase IIIB Approval awards South Village Communities, LLC the right to construct at least six (6) Affordable Housing units in Phase IIIB (individually, the “Affordable Dwelling Unit” and collectively, the “Affordable Dwelling Units”) with no more than four (4) units in the buildings with more than three units;

WHEREAS, Section 18.02 (D)(3)(c) and Section 18.01 (D) (2) of the Regulations require a mechanism to ensure that the Affordable Dwelling Units will remain affordable in perpetuity; and

WHEREAS, the City of South Burlington has agreed that a covenant which encumbers the title to the Affordable Dwelling Units which will run with the land will ensure that the Affordable Dwelling Units will remain affordable in perpetuity and the following covenants shall apply to the Affordable Dwelling Units with the following addresses: [insert addresses].

THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, **South Village Communities, LLC**, for itself and its successors and assigns (the “Owner”) does freely give, grant, sell, convey, and confirm unto the **City of South Burlington** and its successors and assigns (the “City”), forever, the following perpetual covenants in the Affordable Dwelling Units.

1. **APPLICABLE ORDINANCE.** This instrument is created for the purpose of complying with the 2018 Phase IIIB Approval and the requirements of Sections 18.02 and 2.02 of the Regulations to ensure the Affordable Dwelling Units will remain affordable in perpetuity.
2. **RESTRICTIONS.** Subject to the terms and conditions hereof, and pursuant to the Regulations, the Affordable Dwelling Units shall be rented or sold to inhabitants who meet the Affordable Income Limit (defined below). The Affordable Dwelling Units shall remain affordable in perpetuity commencing from the date of initial occupancy. The Affordable Dwelling Units shall not be used for temporary housing. Except as provided in Section 12 below, the terms, conditions and restrictions hereof shall run with the title to the Affordable Dwelling Units and shall be binding upon the Owner and Owner’s successors and assigns and shall be for the benefit of the City and its successors and assigns.
3. **AFFORDABLE INCOME LIMIT.** The affordable income limit for inhabitants of an Affordable Dwelling Unit shall be eighty percent (80%) of the annual Median Family Income for the Burlington-South Burlington Metropolitan Statistical Area (MSA) as defined by the United States Department of Housing and Urban Development (the “Affordable Income Limit”). For example, for 2019, the Median Family Income is \$91,600 and the Affordable Income Limit is \$73,300 (\$91,600 X 80% = \$73,300).
4. **INITIAL SALE OF AFFORDABLE DWELLING UNIT.**
 - 4.1 Subject to the terms and conditions hereof, and pursuant to the Regulations, the initial sale shall be limited to the Initial Maximum Sale Price to a Purchaser earning less than or equal to the Affordable Income Limit. “The Initial Maximum Sale Price” shall be calculated as follows:
 - 4.1.1 Multiply the Affordable Income Limit by 30%, and divide the result by 12 to establish the maximum allowed monthly outlay for payment of mortgage principal and interest, property taxes and property insurance.

For example, for 2019, this would be $(\$73,300 \times 30\%) / 12 = \$1,832.50$

This amount is the permitted monthly outlay.

- 4.1.2 Subtract from the amount set forth in 4.1.1, the projected monthly property tax liability, taking into account any available property tax adjustments that may occur based on income of the potential owner(s).

For example, assuming an annual property tax liability of \$4,200 the monthly property tax liability would be \$350, therefore the amount of the permitted monthly outlay would be reduced by \$350.

- 4.1.3 Subtract from the result of 4.1.2, the projected monthly liability for homeowner insurance.

For example, assuming an annual cost of homeowners insurance was \$1,200 the monthly property tax liability would be \$100 therefore, the amount of the permitted monthly outlay would be reduced by \$100.

- 4.1.4 Assuming the balance from 4.1.3 as the monthly payment, calculate the mortgage amount that will be fully amortized using a level-payment thirty-year mortgage. The assumed interest rate must be commercially reasonable and based upon a then in effect and readily available rate from a Vermont Housing Finance Agency or other qualified licensed lender, or a blended rate of mortgages commercially available.

For example, if the interest rate was 4.5% for a thirty year mortgage and the mortgage amount was \$250,000 than the monthly payment would be \$1,266.00

- 4.1.5 Divide the mortgage amount in 4.1.4 by 0.95. Note: this calculation accounts for a down payment of five percent (5%) of the purchase price; a purchaser's lender may require a lesser or greater down payment.

For example, if the mortgage amount is \$250,000 and the down payment was 5% than the Initial Maximum Sale Price (2019) would be $(250,000 / 0.95) = \$263,157$.

5. RESALE OF AFFORDABLE DWELLING UNIT

- 5.1 Subsequent sales shall be subject to the resale formula set forth in Section 5.2 (the "Maximum Resale Price") to a Purchaser earning less than or equal to the Affordable Income Limit.

- 5.2 The Maximum Resale Price of an Affordable Dwelling Unit shall be the greater of:

1. the difference between a fair market appraisal of the Affordable Dwelling Unit at the time of the purchase and a fair market appraisal of the Affordable Dwelling Unit at the time of resale not to exceed twenty-five percent (25%), with adjustments for capital improvements made by the Record Title Holder (defined in Section 5.3 below) and the necessary costs of sale, as may be approved by the City Manager.

Example A: If the fair market appraisal of the Affordable Dwelling Unit at the time of purchase was \$263,157 and no capital improvements were made and the fair market appraisal at the time of the potential sale was \$275,000, then the Record Title Holder would be able to sell the Affordable Dwelling Unit for a Maximum Resale Price of \$266,117.75 $(\$275,000 - \$263,157 = \$11,853 \times 25\% = \$2,960.75 + \$263,157)$ plus the necessary costs of sale, as may be approved by the City Manager.

Example B: If the fair market appraisal of the Affordable Dwelling Unit at the time of purchase was \$263,157 and \$5,000 worth of capital improvements were made and the fair market appraisal at the time of the potential sale was \$275,000, then the Record Title Holder would be able to sell the Affordable Dwelling Unit for a Maximum Resale Price of \$271,117.75 $(\$275,000 - \$263,157 = \$11,853 \times 25\% = \$2,960.75 + \$263,157 = \$266,117.75 + \$5,000)$ plus the necessary costs of sale, as may be approved by the City Manager.

OR

2. the greater of the following:

- a. The difference between the price paid for the Affordable Dwelling Unit, identified as "Value paid or transferred for real property" on the Vermont Property Transfer Tax Return ("PTTR") (hereafter, the "Value Paid"), adjusted for capital improvements made by Record Title Holder (if any) plus the necessary costs of sale, as may be approved by the City Manager.

Example A: If the Value Paid for the Affordable Dwelling Unit was \$263,157 and no capital improvements were made and the fair market appraisal at the time of the potential sale was \$275,000, then the Record Title Holder would be able to sell the Affordable Dwelling Unit for a Maximum Resale Price of \$266,117.75 $(\$275,000 - \$263,157 = \$11,853 \times 25\% = \$2,960.75 + \$263,157)$ plus the necessary costs of sale, as may be approved by the City Manager.

Example B: If the Value Paid for the Affordable Dwelling Unit was \$263,157 and \$5,000 worth of capital improvements were made and the fair market appraisal at the time of the potential sale was \$275,000, then the Record Title Holder would be able to sell the Affordable Dwelling Unit for a Maximum Resale Price of \$271,117.75 $(\$275,000 - \$263,157 = \$11,853 \times 25\% = \$2,960.75 + \$263,157 = \$266,117.75 + \$5,000)$ plus the necessary costs of sale, as may be approved by the City Manager.

or

- b. The Value Paid for the Affordable Dwelling Unit plus an annual non-compounding escalator of 2% (prorated monthly for periods less than a full year), calculated at the time of potential sale.

Example: If Record Title Holder purchased the Affordable Dwelling Unit on January 1, 2020 for a purchase price of \$263,157 (Value Paid) and the time of potential sale was January 1, 2023, then the Maximum Resale Price would be \$279,264.

For purposes herein, "time of potential sale" is defined as the time when the Record Title Holder provides the City with written notice of its intent to sell as further defined in Section 7.1 below.

- 5.3 After the initial sale by Owner, the subsequent owner(s) of an Affordable Dwelling Unit (hereafter may be referred to individually as the "Record Title Holder" and collectively as the "Record Title Holders") shall occupy the Affordable Dwelling Unit as its/their

primary residence for at least six (6) months of each year. Occupancy by Record Title Holder's children or other family members or dependents (collectively, "Dependents") shall be deemed occupancy by the Record Title Holder. However, no occupancy by the Dependents shall exceed six (6) months in any given year. Heirs, legatees or devisees of a Record Title Holder who acquire the Affordable Dwelling Unit upon the death of Record Title Holder must meet the Affordable Income Limit and be subject to and bound by the terms of this Agreement.

- 6 RENT - AFFORDABLE DWELLING UNITS. The Affordable Dwelling Units may be rented by Owner to inhabitants who earn less than or equal to the Affordable Income Limit. The Rent shall be established by multiplying the Affordable Income Limit by 30% and dividing the result by 12 to establish the maximum allowed monthly outlay for payment of rent, utilities and condominium association fees.

For example, for 2019, this would be $(\$73,300 \times 30\%) / 12 = \$1,832.50$

This amount is the permitted (2019) monthly outlay for rent, utilities and homeowner's association fees.

Annual rent increases shall be limited to the percentage interest in the median household income within the Burlington-South Burlington Metropolitan Statistical Area (MSA), except to the extent that further increases are made necessary by documented hardship or other unusual conditions.

- 7 DEMONSTRATION OF COMPLIANCE. Except as provided in Section 12 below, an Affordable Dwelling Unit shall not be rented or sold without compliance with this Agreement.

7.1 In order to demonstrate compliance with this Agreement prior to any proposed sale by Owner, Owner shall provide to the City a written notice of its intent to sell the Affordable Dwelling Unit with a proposed Certificate of Compliance (attached hereto as Exhibit A-1) showing the Affordable Income Limit and calculation of Initial Maximum Sales Price and in the event of a resale, then Record Title Holder(s) shall provide to the City a written notice of its intent to sell the Affordable Dwelling Unit with a proposed Certificate of Compliance showing the Affording Income Limit and calculation of Maximum Resale Price.

7.1.1 The City shall review the proposed Exhibit A-1 and provide the Owner or then Record Title Holder(s) with a signed Certificate of Compliance confirming its agreement within 30 days of the receipt of the completed Certificate of Compliance or provide a revised, approved Certificate of Compliance if the City believes the amounts in the initial Certificate are incorrect. The approved and fully-executed Certificate of Compliance shall be valid for 365 days from the date of such certification.

7.1.2 The approved and fully-executed Certificate of Compliance shall be recorded in the City Land Records and a copy provided to the City for its records, along with a certification in the form of a Property Transfer Tax Form, or successor form, which demonstrates that the Initial Maximum Sale Price or the Maximum Resale Price, as the case may be, of the Affordable Dwelling Unit is equal to or less than the price set forth in the approved and fully-executed Certificate of Compliance. The purchaser(s) shall certify under oath that their annual income is less than or equal to the Affordable Income Limit.

7.1.3 The recorded Certificate of Compliance shall serve as the record of compliance with this Agreement relating to the sale of an Affordable Dwelling Unit.

7.2 In order to demonstrate compliance with this Agreement prior to any proposed rental of an Affordable Dwelling Unit, the Owner shall provide to the City a written notice of its intent to rent the Affordable Dwelling Unit with a proposed Certificate of Compliance- Rental (attached hereto as Exhibit A-2) showing the Affordable Income Limit and calculation of Rent. At the election of the City, the City or its designee shall recertify the eligibility of each tenant of an Affordable Dwelling Unit annually.

7.2.2 The City shall review the proposed Exhibit A-2 and provide the Owner with a signed Certificate of Compliance – Rental confirming its agreement within 30 days of the receipt of the completed Certificate of Compliance-Rental or provide a revised, approved Certificate of Compliance-Rental if the City believes the amounts in the initial Certificate of Compliance – Rental are incorrect. The approved and fully-executed Certificate of Compliance – Rental shall be valid for 365 days from the date of such certification.

- 8 DURATION. Unless sooner terminated in accordance with the terms and conditions hereof or in accordance with the Regulations, this Agreement shall run with the title to the Affordable Dwelling Units in perpetuity.

- 9 ENFORCEMENT. This Agreement may be enforced in accordance with its terms by the City, or by any other entity which is an assignee under a recorded assignment and is authorized to enforce the same. The City may also assign its rights to determine compliance with the terms and conditions of this Agreement provided written notice of such assignment is provided to the Owner or then Record Title Holder(s) of the Affordable Dwelling Unit.

The Owner and each Record Title Holder acknowledge that the Affordable Dwelling Unit is impressed with a public interest and that money damages to the enforcing entity in the event of a violation are likely to be difficult or impossible to calculate. Accordingly, but without limitation, this Agreement may be enforced through an equitable decree appropriate to the case, including a decree of specific performance. No action for enforcement may be brought unless the City or its assignee has first delivered to the Owner or then Record Title Holder, as the case may be, a written notice of violation hereof, and such violation has not been remedied or a written plan for remedy reasonably satisfactory to the City or its assignee has been provided within sixty (60) days after the date of delivery of such notice. In addition to all other available remedies, if the City or its assignee is required to pursue legal action to enforce this Agreement, the City or its assignee shall be entitled to recover from Owner or then Record Title Holder, as the case may be, its reasonable attorney's fees incurred in such action.

- 10 MODIFICATION.

10.1 This Agreement may be modified or terminated prior to its expiration only in accordance with the terms provided herein, or upon the written consent of the Owner or then Record Title Holder, as the case may be, of the Affordable Dwelling Unit and the City, which consent shall be executed, acknowledged and recorded in the manner provided by law for the execution, acknowledgment and recording of deeds.

10.2 In the event that the Applicable Ordinance as defined above is amended, this Agreement may be amended by the then Record title holder upon notice to the City in order to comply with the said amendment.

11 NOTICE. All notices, demands, or other writings required to be given by the parties hereto pursuant to this Agreement shall be sufficient if mailed certified mail, return receipt requested, and addressed as follows:

Owner: South Village Communities LLC
PO Box 2286
South Burlington, VT 05407

City: Planning Director
City of South Burlington
575 Dorset St
S. Burlington, VT 05403

Or to such other address as the parties may provide to one another by a writing conforming to this notice provision. Each party hereby agrees to notify the other of any successor and changes in address, it being understood, however, that a conveyance of the Affordable Dwelling Unit effected by deed recorded in the South Burlington Land Records shall be effective notice of transfer of the Affordable Dwelling Unit, and the City shall be entitled to rely upon the accuracy of then Record Title Holder's address listed in the South Burlington Grand List unless otherwise instructed by the then Record Title Holder in a writing conforming to this notice provision.

12 SUBORDINATION OF AGREEMENT TO MORTGAGE AND LENDERS' OBLIGATIONS. This Agreement shall be automatically subordinate to a Mortgage Deed securing a purchase money mortgage of an Affordable Dwelling Unit, provided:

- (i) In the event of the commencement of an action in foreclosure, the financing institution shall not ask the court to reduce the redemption period to less than one hundred eighty (180) days from the date of entry of judgement of foreclosure, unless, in the financing institution's reasonable opinion, the Affordable Dwelling Unit is in jeopardy for any reason, including, but not limited to, waste.
- (ii) The financing institution acknowledges that this Agreement runs with the land as a matter of law and that City shall have a right of redemption in the event of foreclosure of the Mortgage.
- (iii) At any time subsequent to the filing of foreclosure action by the financing institution and prior to the expiration of the redemption period granted to the then Record Title Holder(s) of the Affordable Dwelling Unit, City shall be entitled to purchase the Note and Mortgage for a price equal to the then-outstanding principal balance of the indebtedness, with all costs, expenses, and interest to date, in which event the financing institution shall assign the Note and Mortgage to City or its designee.
- (iv) The City may assign its right of redemption or right to purchase the Note or Mortgage to a not for profit organization or governmental entity dedicated to developing or managing affordable housing.

If the then Record Title Holder(s) of the Affordable Dwelling Unit's period of redemption expires and neither the City nor any other person exercises a right of redemption granted in the Decree of Foreclosure, then the financing institution has the right to a partial release of this Agreement as to the foreclosed Affordable Dwelling Unit from the City. If the financing institution chooses to maintain the Agreement, the financing institution or its assignee may hold the Affordable Dwelling Unit without violating the terms of the Agreement and then re-convey the Affordable Dwelling Unit subject to the terms of this Agreement.

IN WITNESS WHEREOF, the Owner has executed this Agreement on this ____ day of _____, 2020.

IN PRESENCE OF: SOUTH VILLAGE COMMUNITIES, LLC
By: SPEAR & ALLEN, LLC, Managing Member

Witness By: _____
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At _____, on this ____ day of _____, 2020, personally appeared _____, Duly Authorized Agent of Spear & Allen, LLC, Managing Member of South Village Communities, LLC, to me known to be the person who executed the foregoing instrument by him signed, and sealed, to be his free act and deed and the free act and deed of Spear & Allen, LLC and South Village Communities, LLC.

Before me, _____
Notary Public
My commission expires: 1/31/21
Commission No.: _____

At South Burlington, the City has caused the foregoing Agreement to be executed on this ____ day of _____, 2020.

CITY OF SOUTH BURLINGTON

Witness By: _____
Its Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY SS.

At South Burlington, Vermont ___ day of _____, 2020, _____, a duly authorized representative of the City Of South Burlington appeared, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the City Of South Burlington.

Notary Public Before me, _____
My commission expires: 01/31/21
Commission No.: _____

PC Survey on Zoning / Planning Commission Work 4.27.20

The Planning Commission is responsible for the Town Plan, the Richmond Zoning Regulations and other long-term land use planning documents. Now that we have an updated Town Plan (approved 2018) we need to update our Zoning Regulations and policies to be compatible with the plan. This is what we are currently engaged in, and we'd like to know if Richmond residents have any thoughts about what our priorities should be. Please answer any questions that interest you.

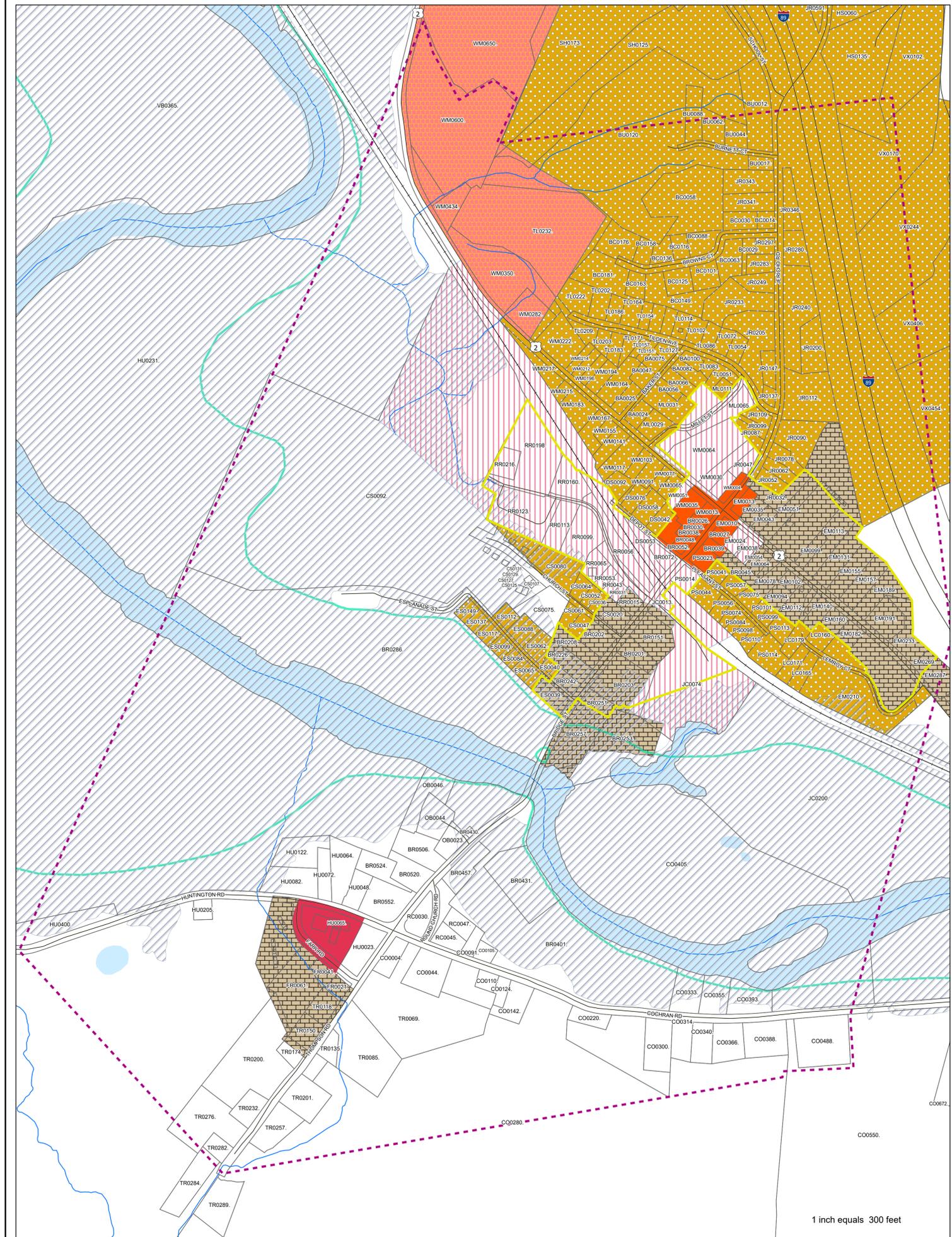
1. Have you had occasion to read through or use some part of the Richmond Zoning Regulations in the last few years?
2. Are there any zoning issues that you feel should be addressed right away?
3. Are there any zoning districts that you feel should be altered in some way (boundaries, uses, regulations, other)?
A map of the current districts and a copy of the Richmond Zoning Regulations may be obtained at the Town website or from the Town Planner's office.
4. Based upon the new Town Plan, the following issues are on our radar to develop regulations or policies of some kind in regard to (in no particular order):
 - Siting and management of trails
 - short term rentals (like AirB&B),
 - forest block protection,
 - siting and mitigating of renewable energy facilities including EV charging stations
 - weatherization and stretch code,
 - affordable housing,
 - scenic viewshed assessment,
 - improving farm and forest-based commercial opportunities,
 - supporting new or unique business opportunities, and altering permitting proceduresAre there any of these issues that you feel strongly about, one way or the other?
5. The Planning Commission has recently formed a Transportation Committee to look at current traffic and parking issues as well as future needs for increased bicycle and pedestrian infrastructure and public transportation. Do you have any thoughts for this committee?
6. Are there any other issues that you think the Planning Commission should be working on?

Thank you for your input!

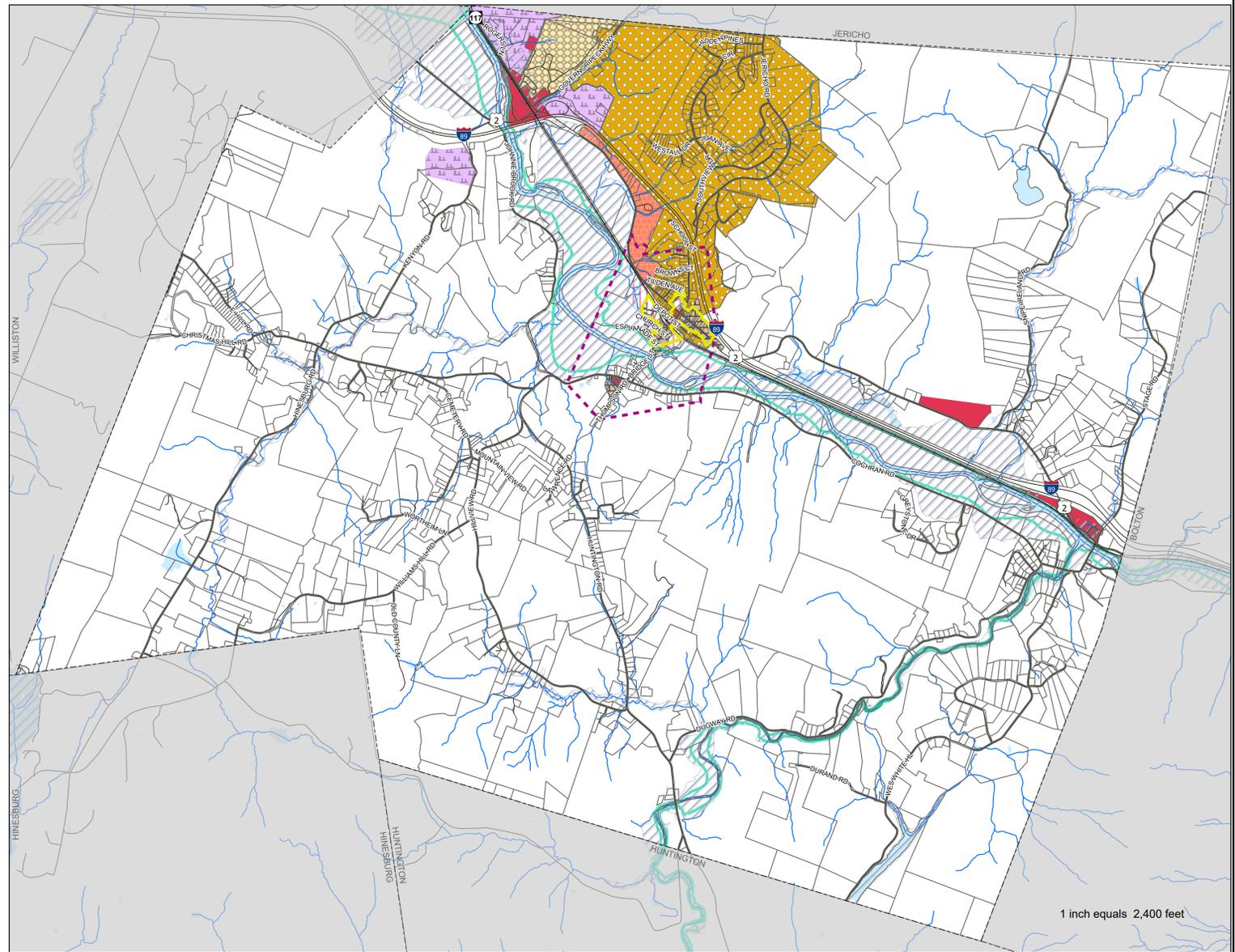
Official Zoning District Map Richmond, Vermont



- Zoning District**
- Agricultural/Residential (AR)
 - High Density Residential (HDR)
 - Residential/Commercial (RC)
 - Commercial (C)
 - Industrial/Commercial (IC)
 - Gateway Commercial (G)
 - Village Downtown (VD)
 - Village Commercial (VC)
 - Mobile Home Park (MHP)
- Flood Hazard Overlay District**
- Floodway
 - Special Flood Hazard Area
 - Village Center
 - Water Wastewater Service Area
 - Stream Centerline
 - Water Body
 - Road Centerline
 - Railroad
 - 2017 Tax Parcel Boundary



1 inch equals 300 feet



1 inch equals 2,400 feet

Sources:
 Flood Hazard Overlay - FEMA Special Flood Hazard Area, 2014
 Zoning - updated by CCRPC, March 2020
 Road Centerline - downloaded 6/11, March 2020
 All data is in State Plane Coordinate System, NAD 1983.

Disclaimer:
 This map is for planning purposes. The accuracy of information presented is determined by its sources. Errors and omissions may exist. The Chittenden County Regional Planning Commission is not responsible for these. Questions of on-the-ground location can be resolved by site inspections and/or surveys by a registered surveyor. This map is not sufficient for delineation of features on-the-ground. This map identifies the presence of features, and may indicate relationships between features, but is not a replacement for surveyed information or engineering studies.



Chair of the Richmond Selectboard

Effective March 10, 2020