

TOWN OF ESSEX

APPLICATION FOR CERTIFICATE OF OCCUPANCY

No. 209-89

Jan. 10 1990

The undersigned herewith requests an inspection of the premises and the issuance of "Certificate of Occupancy" of premises, or portion thereof, for use or habitation.

This request is for use only of existing land or buildings.

This request is for new construction or rehabilitated or altered structure which was done under authority of building/zoning permit # 209-89 issued July 24 1989 to Flanders Building Supply, Inc.

(NAME)

Premises are at 18 Chelsea Road, Essex Jct., VT 05452
(STREET ADDRESS)

Applicants Mailing Address (If different) P.O. Box 74; Essex Jct., VT 05453

Driveway location inspected and approved by Dennis Lutz

Water service installation inspected and approved by George Shortskere
(NAME)

Sanitary sewer connection or septic system inspected and approved by:
George Shortskere
(NAME)

_____ 19____
(DATE)

Construction was begun Sept. 27 1989 and completed Jan. 10 1989

Actual cost of construction \$ 75,000.00

Approval granted by Planning Commission _____ Zoning Board of Adjustment

Nov. 21, 1985 19____

Use of premises intended Residential - Single family house
(What will you use the new bldg., addition or alt. for)

Daytime phone # 878-3381 Jan. 16 1990
(DATE)

Deanne M. Mosher
(APPLICANT'S SIGNATURE)

for Flanders Building Supply, Inc. See Attachment
Certificate of Occupancy approved with without _____ conditions.

Certificate of Occupancy denied _____. Please see attachment with reasons for denial.

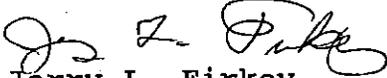
January 25, 1990

Jay Z. Furber
Zoning Administrator

ATTACHMENT TO CERTIFICATE OF OCCUPANCY # 209-89

This certificate of occupancy is hereby issued according to the following conditions:

It has been recognized, upon inspection of the premises on January 16, 1990, that the front porch of this single family house has been constructed too close to the front property line. A measurement will be taken with distance to be verified by this office. The front porch will then be re-constructed to meet the required front yard setback. All construction shall be completed by June 1, 1990, unless an extension of time is granted by this office.


Jerry L. Firkey
Zoning Administrator

JLF/11



TOWN OF ESSEX VERMONT

81 MAIN STREET, ESSEX JUNCTION, VERMONT 05452

January 18, 1989

Roger Ringuette
Flanders Lumber Co.
Park Street
Essex Junction, VT 05452

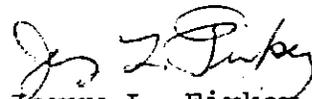
RE: Certificate of Occupancy Inspection for New House at 18
Chelsea Road

Dear Roger:

This letter is a follow up to my inspection on January 16th and our subsequent phone conversation.

The measurement from the porch to the front property line as I determined was approximately four feet short of the required 40 foot setback. I requested that you re-measure and determine what the setback actually is. Subsequent to this I would sign an agreement that would allow issuance of the Certificate of Occupancy and modify the porch when the ground has thawed in the spring of 1990. When the distance has been agreed on by both of us and the agreement has been signed the Certificate of Occupancy will be issued.

Sincerely,


Jerry L. Firkey
Zoning Administrator

JLF/11

FLANDERS

BUILDING SUPPLY INC.

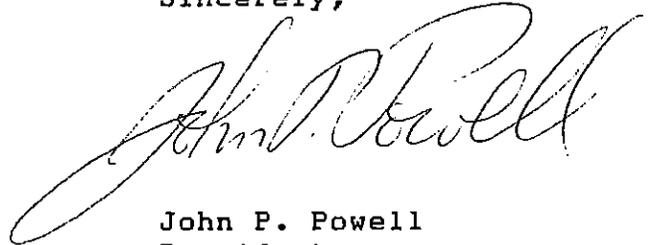
January 24, 1990

Mr. Jerry L. Firkey
Zoning Administrator
81 Main Street
Essex Jct., VT 05452

Dear Jerry:

Based on your letter of January 18, in regards to Heritage Estates, Lot 38, 18 Chelsea Road, Flanders agrees to have the porch distance from the Town's property line remeasured and make any necessary revisions of the porch that is deemed necessary. The construction of this change will be in the spring of 1990 when the ground has thawed.

Sincerely,



John P. Powell
President

JPP/dm

cc: Reeve and Mary Kahabka



TOWN OF ESSEX VERMONT

81 MAIN STREET, ESSEX JUNCTION, VERMONT 05452
Fax: 878-1353 • E-mail: manager@essex.org • Website: www.essex.org

ZONING COMPLIANCE CERTIFICATION

TO WHOM IT MAY CONCERN:

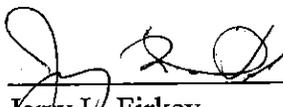
I have checked the Community Development Office files to determine if any zoning violation notice has been issued on the following property:

18 CHELSEA ROAD

owned by: ROGER & JANET TREMBLAY

_____ There is not any record of a zoning violation notice having been issued at the aforesaid address to the aforesaid person.

_____ There is a record of a zoning violation notice having been issued at the aforesaid address. Said violation was issued on and to _____



Jerry L. Firkey
Zoning Administrator

Date: 1/19/99

YOUR NAME: _____

FAX NUMBER: _____

PERMIT #: 209-89

f:\commdev\forms\statemt.vio

| | | | | | | | | |
|-----------------|-------------------------|--------------------------|-----------------|----------|----------|------------|----------|----------|
| TOWN MANAGER | PARKS AND RECREATION | COMMUNITY DEVELOPMENT | PUBLIC WORKS | ASSESSOR | FINANCE | TOWN CLERK | LIBRARY | POLICE |
| 878-1341 | 878-1342 | 878-1343 | 878-1344 | 878-1345 | 878-1359 | 879-0413 | 879-0313 | 878-8331 |

TOWN OF ESSEX
APPLICATION FOR CERTIFICATE OF OCCUPANCY

No. 209-89

Jan. 10 1990

The undersigned herewith requests an inspection of the premises and the issuance of "Certificate of Occupancy" of premises, or portion thereof, for use or habitation.

This request is for use only of existing land or buildings.

This request is for new construction or rehabilitated or altered structure which was done under authority of building/zoning permit # 209-89 issued July 24 1989 to Flanders Building Supply, Inc.
(NAME)

Premises are at 18 Chelsea Road, Essex Jct., VT 05452
(STREET ADDRESS)

Applicants Mailing Address (If different) P.O. Box 74; Essex Jct., VT 05453

Driveway location inspected and approved by Dennis Lutz

Water service installation inspected and approved by George Shortskove
(NAME)

Sanitary sewer connection or septic system inspected and approved by:
George Shortskove _____ 19____
(NAME) (DATE)

Construction was begun Sept. 27 1989 and completed Jan. 10 1989

Actual cost of construction \$ 75,000.00

Approval granted by Planning Commission _____ Zoning Board of Adjustment
Nov. 21, 1985 19____.

Use of premises intended Residential - Single family house
(What will you use the new bldg., addition or alt. for)

Daytime phone # 878-3381 _____ Jan. 16 1990
(DATE)

Gene M. Mosher
(APPLICANT'S SIGNATURE)

for Flanders Building Supply, Inc. See Attachment
Certificate of Occupancy approved with without _____ conditions.

Certificate of Occupancy denied _____. Please see attachment with reasons for denial.

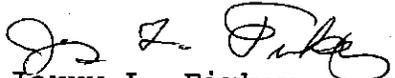
January 25, 1990

Jay Z. Fisher
Zoning Administrator

ATTACHMENT TO CERTIFICATE OF OCCUPANCY # 209-89

This certificate of occupancy is hereby issued according to the following conditions:

It has been recognized, upon inspection of the premises on January 16, 1990, that the front porch of this single family house has been constructed too close to the front property line. A measurement will be taken with distance to be verified by this office. The front porch will then be re-constructed to meet the required front yard setback. All construction shall be completed by June 1, 1990, unless an extension of time is granted by this office.


Jerry L. Firkey
Zoning Administrator

JLF/11

The porch has been re-constructed to meet the 40' front yard setbacks pursuant to testimony of current owner and information from Flanders Bldg. Supply, Inc.

Jr 2 Firkey 1-20-99



TOWN OF ESSEX VERMONT

81 MAIN STREET, ESSEX JUNCTION, VERMONT 05452

January 18, 1989

Roger Ringuette
Flanders Lumber Co.
Park Street
Essex Junction, VT 05452

RE: Certificate of Occupancy Inspection for New House at 18
Chelsea Road

Dear Roger:

This letter is a follow up to my inspection on January 16th and our subsequent phone conversation.

The measurement from the porch to the front property line as I determined was approximately four feet short of the required 40 foot setback. I requested that you re-measure and determine what the setback actually is. Subsequent to this I would sign an agreement that would allow issuance of the Certificate of Occupancy and modify the porch when the ground has thawed in the spring of 1990. When the distance has been agreed on by both of us and the agreement has been signed the Certificate of Occupancy will be issued.

Sincerely,

Jerry L. Firkey
Zoning Administrator

JLF/11

FLANDERS

BUILDING SUPPLY INC.

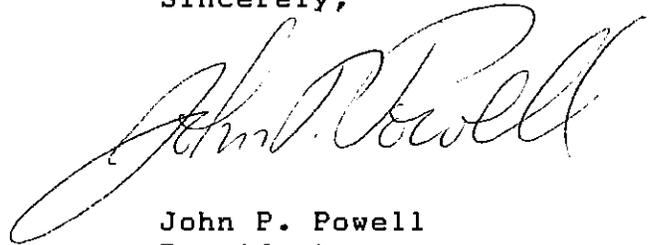
January 24, 1990

Mr. Jerry L. Firkey
Zoning Administrator
81 Main Street
Essex Jct., VT 05452

Dear Jerry:

Based on your letter of January 18, in regards to Heritage Estates, Lot 38, 18 Chelsea Road, Flanders agrees to have the porch distance from the Town's property line remeasured and make any necessary revisions of the porch that is deemed necessary. The construction of this change will be in the spring of 1990 when the ground has thawed.

Sincerely,



John P. Powell
President

JPP/dm

cc: Reeve and Mary Kahabka



TREASURER'S CHECK
No. 5093668
DATE: January 17, 1991

PAY TO THE ORDER OF *** Flanders Building Supply, Inc. ***

CUSTOMER REFERENCE
BANK REFERENCE
Reeve & Mary Kahadka
Escrow release

Justine M. Mahoney
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE
TWO AUTHORIZED SIGNATURES REQUIRED
FOR AMOUNTS OVER \$10,000.00

SOURCE INFORMATION
⑆ 5093668 ⑆ ⑆ 01160006 ⑆ ⑆ 1 9 1 0 2 0 9 ⑆ ⑆

~~1-000-250-0130~~
3 w/k

ESCROW AGREEMENT

26 JANUARY 1990

(Date)

NAME OF SELLER: FLANDERS BUILDING SUPPLY, INC.
NAME OF BUYER(S): KEEVE D. KAHABKA AND MARY C. KAHABKA
ESCROW AGENT: CHITTENDEN BANK (BURLINGTON)

SELLER, BUYER(S) and ESCROW AGENT hereby agree to the following terms and conditions in consideration of the mutual covenants contained herein:

1. The Sum of TEN THOUSAND AND FORTY-EIGHT ^{NO}/₁₀₀ dollars (\$ 10,048.00), is hereby set aside in escrow with the ESCROW AGENT, and this sum shall be placed by ESCROW AGENT in an ~~interest bearing~~ ESCROW account at CHITTENDEN BANK/BURLINGTON. This sum (~~plus accrued interest~~) will be released by the ESCROW AGENT when the work/items described below have been satisfactorily completed. The BUYERS shall certify in writing to the ESCROW AGENT when all work/items described herein have been satisfactorily completed.

2. The ESCROW AGENT shall have no duty to determine the performance or nonperformance of any term or condition between the parties hereto, and the duties and responsibilities of the ESCROW AGENT are limited to those specifically stated herein.

3. Any disputes between the SELLER and BUYERS regarding any matter contained herein shall be submitted to arbitration. If the parties are unable to agree on a single arbiter, each party shall choose one arbiter, and the two arbiters shall choose a third. The decision of the majority of the arbiters shall be binding and conclusive upon the parties, and may be rendered in such form that judgement may be entered thereon in the superior court of the State of Vermont.

4. The ESCROW AGENT shall not be obligated to turn any monies over to SELLER until it shall either have received the written completion certificate signed by BUYERS or a final decision of the arbiters.

5. The SELLER and BUYERS hereby agree to indemnify and save the ESCROW AGENT harmless from all costs, expenses, claims and causes of action for any reason whatsoever arising out of this ESCROW AGREEMENT, it being understood that the ESCROW AGENT is acting as a mere stakeholder, and has no liability to either the SELLER or BUYERS herein, except as specifically stated herein.

6. The work/items which must be completed/corrected by SELLER in order to receive the escrow funds, are specifically described as follows:

- | | | |
|-----|---|----------------------------|
| 1. | <u>TOP SOIL, SEEDING, REMOVAL OF BOULDERS</u> | <u>\$2,000.00</u> ; 5.31.9 |
| 2. | <u>CORRECTION OF FRONT PORCH PROBLEM</u> | <u>\$ 500.00</u> ; 6.1.9 |
| 3. | <u>EXTERIOR PAINT & STAIN COMPLETION</u> | <u>\$1,460.00</u> ; 5.31.9 |
| 4. | <u>CORRECTION OF AND PAVING OF DRIVEWAY</u> | <u>\$4,888.00</u> ; 1.26.9 |
| 5. | <u>CORRECT DEFECTS IN VINYL FLOORING</u> | <u>\$ 600.00</u> ; 5.31.9 |
| 6. | <u>INSTALL FRONT SHUTTERS</u> | <u>\$ 100.00</u> ; 5.31.9 |
| 7. | <u>CORRECT PROBLEM WITH KITCHEN CABINETS</u> | <u>\$ 500.00</u> ; 5.31.9 |
| 8. | _____ | _____ |
| 9. | _____ | _____ |
| 10. | _____ | _____ |

7. As each of the above items is satisfactorily completed, the dollar amount shown above opposite each item may be released to SELLER by ESCROW AGENT.

8. If any of the work described herein is not completed on or before the _____ day of AS NOTED ABOVE, 1990, ESCROW AGENT shall have the right to disburse all remaining escrow funds to BUYERS, after giving five (5) days written notice to SELLER.

9. ESCROW AGENT shall have satisfied any notice requirements hereunder if notice is sent to SELLER at the following address:

FLANDERS BUILDING SUPPLY, INC.
P. O. Box 74 (34 Park Street)
Essex Junction, Vermont 05452

the ESCROW AGENT when all work/items described herein have been satisfactorily completed.

2. The ESCROW AGENT shall have no duty to determine the performance or nonperformance of any term or condition between the parties hereto, and the duties and responsibilities of the ESCROW AGENT are limited to those specifically stated herein.

3. Any disputes between the SELLER and BUYERS regarding any matter contained herein shall be submitted to arbitration. If the parties are unable to agree on a single arbiter, each party shall choose one arbiter, and the two arbiters shall choose a third. The decision of the majority of the arbiters shall be binding and conclusive upon the parties, and may be rendered in such form that judgement may be entered thereon in the superior court of the State of Vermont.

4. The ESCROW AGENT shall not be obligated to turn any monies over to SELLER until it shall either have received the written completion certificate signed by BUYERS or a final decision of the arbiters.

5. The SELLER and BUYERS hereby agree to indemnify and save the ESCROW AGENT harmless from all costs, expenses, claims and causes of action for any reason whatsoever arising out of this ESCROW AGREEMENT, it being understood that the ESCROW AGENT is acting as a mere stakeholder, and has no liability to either the SELLER or BUYERS herein, except as specifically stated herein.

6. The work/items which must be completed/corrected by SELLER in order to receive the escrow funds, are specifically described as follows:

1. TOP SOIL, SEEDING, REMOVAL OF BOULDERS \$2,000.00; 5.31.9
2. CORRECTION OF FRONT PORCH PROBLEM \$ 500.00; 6.1.9
3. EXTERIOR PAINT & STAIN COMPLETION \$1,460.00; 5.31.9
4. CORRECTION OF AND PAVING OF DRIVEWAY \$4,888.00; 1.26.9
5. CORRECT DEFECTS IN VINYL FLOORING \$ 600.00; 5.31.9
6. INSTALL FRONT SHUTTERS \$ 100.00; 5.31.9
7. CORRECT PROBLEM WITH KITCHEN CABINETS \$ 500.00; 5.31.9
8. _____
9. _____
10. _____

7. As each of the above items is satisfactorily completed, the dollar amount shown above opposite each item may be released to SELLER by ESCROW AGENT.

8. If any of the work described herein is not completed on or before the _____ day of AS NOTED ABOVE, 19__, ESCROW AGENT shall have the right to disburse all remaining escrow funds to BUYERS, after giving five (5) days written notice to SELLER.

9. ESCROW AGENT shall have satisfied any notice requirements hereunder if notice is sent to SELLER at the following address:

FLANDERS BUILDING SUPPLY, INC.
P. O. Box 74 (34 Park Street)
Essex Junction, Vermont 05453

and to BUYERS at the following address:

PO Box 111
ESSEX Jct., VT. 05453

Bruce Kahalke
Buyer

Mary C Kahalke
Buyer

Christine J. Marbrey
Escrow Agent
Duly Authorized Agent for
Chittenden Bank

FLANDERS BUILDING SUPPLY, INC.
By: Robert B. Ware