



TRUSTEES MEETING NOTICE & AGENDA
TUESDAY, DECEMBER 10, 2013 at 6:00 PM
LINCOLN HALL MEETING ROOM, 2 LINCOLN STREET

1. **EXECUTIVE SESSION/PERSONNEL** [6:00 PM]
Interviews for Bike/Walk Advisory Committee:
 - a. Jeff Frolik
 - b. John Lucas
2. **CALL TO ORDER/PLEDGE OF ALLEGIANCE TO FLAG** [6:30 PM]
3. **AGENDA ADDITIONS/CHANGES** [6:35 PM]
4. **GUESTS, PRESENTATIONS AND PUBLIC HEARINGS** [6:35 PM]
 - a. Comments from Public on Items Not on Agenda
 - b. Public Hearing on Multi-use Safety Path
 - c. Update on VT Land Trust/Whitcomb Farm Conservation Project
 - d. Update on New Website from Paul Hansen and Kris Surette of Ecopixel
5. **OLD BUSINESS** [7:30 PM]
 - a. Approve Donation for Whitcomb Farm Conservation Project
 - b. Appointment to Bike/Walk Advisory Committee
 - c. Discuss Amtrak Station
6. **NEW BUSINESS** [7:45 PM]
 - a. Approve Tax Stabilization Agreement for Whitcomb Farm Solar Project
 - b. Approve Path at the Tree Farm for Autumn Pond Project
 - c. Approve Business Credit Cards for Each Department
 - d. Approve Cafeteria Plan Contract with Health Equity
 - e. Circ Alternative/Crescent Connector Update
7. **VILLAGE MANAGER'S REPORT** [8:15 PM]
 - Trustees meeting schedule
8. **TRUSTEES' COMMENTS & CONCERNS/READING FILE** [8:20 PM]
 - a. Board Member Comments
 - b. Minutes from other boards/committees:
 1. Planning Commission 8/2/12, 10/18/12, 2/21/13, 11/7/13 & 11/21/13
 2. Capital Program Review Committee Minutes 11/5/13
 - c. Newtown/Sandy Hook Vigil on Lincoln Hall lawn 12/14/13
9. **CONSENT AGENDA** [8:25 PM]
 - a. Approve Minutes of Previous Meeting 11/12/13
 - b. Approve Warrants including check #10048236 through #10048327 totaling \$807,254.23.
 - c. Approve Warrants including check #10048328 through #10048391 totaling \$123,234.26.
 - d. Approve Updated Policy Regarding Designation of Newspaper for Legal Ads
 - e. Approve Request from EJRP for Holiday Bon Fire 12/13/13
10. **ADJOURN** [8:30 PM]

Meetings of the Trustees are accessible to people with disabilities. For information on access or this agenda, call the Village Manager's office at 878-6944. Times on the agenda are approximate.

MEMORANDUM

TO: Patrick Scheidel / Governing Board

FROM: Randy Viens, Assessor

DATE: 12/4/13

RE: **Encore Redevelopment / Whitcomb Farms Tax Stabilization Agreement**

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Issue:

The issue is whether or not this governing body will grant the request of Encore Redevelopment / Whitcomb Farm to enter into a twenty five-year tax stabilization agreement for a portion (approximately 14 acres) of the property located at 314 South Street owned by Whitcomb Family LLC.

Discussion:

In a letter to the Board dated November 27, 2013 Encore Redevelopment requested consideration for tax stabilization from the Town of Essex.

The Whitcomb Farm Solar Project will use approximately 14 acres of land from the 446.66 total acres. Currently 434.36 acres (including the 14 acres) are enrolled in the state Current Use program, significantly reducing the taxes generated to the Town of Essex.

Act 127 requires projects over 10kw to pay a uniform tax to the education fund of \$4/kW.

The law requires municipalities to assess the solar plants at Fair Market Value and apply the municipal tax rate. The Tax Department was directed to give guidance through Property Valuation and Review and they have recommended the income approach based on the Sandia Laboratories valuation model.

Attached is a spread sheet illustrating the amount of current taxes generated from the 14 acres in Current Use and the taxes generated with the 14 acres still as farm land and not in the Current Use program.

There are also columns showing an estimate if the project were to be assessed at Fair Market Value (As directed by the State) and the potential tax revenue. The last column shows the proposed payment in lieu of taxes.

These estimates are based on the average combined Municipal rate increases of 0.01699 from the 2007 reappraisal year to FYE 2013.

The only issue that needs to be addressed is paragraph 4 of the proposed “Tax Stabilization Agreement”. It states” the underlying real estate would not be affected by the Project or this Agreement”. Under Act 127, the taxation or exemption of land associated with a solar plant is not affected by the new law. If the land is exempted, then the rest of the taxpayers would be liable for the education portion of the taxes through the Local Agreement Tax Rate.

Encore’s Proposal is to exempt the solar facility from the municipal property tax (this is allowed by statute) and to make an annual “Payment in Lieu of Taxes” in the amount of \$17,600.

Cost:

There is no loss of revenue to the municipality, only additional revenue gained over the 25 years of the agreement.

Recommendation

It is recommended that this body enter into an agreement with Encore Redevelopment.

Reading File



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 1
5 Post Office Square, Suite 100
BOSTON, MA 02109-3912

December 6, 2013

RECEIVED

DEC 09 2013

Patrick Scheidel
Village Manager
Village of Essex Junction
2 Lincoln Street
Essex Junction, VT 05452

Village of Essex Junction

Dear Mr. Scheidel:

On behalf of the U.S. Environmental Protection Agency (EPA) New England Office, we are pleased to have James Jutras, Water Quality Superintendent of the Essex Junction, Vermont Wastewater Treatment Plant, selected as a **2013 Regional EPA Wastewater Treatment Plant Operator Excellence Award recipient**. Mr. Jutras was nominated by the Vermont Department of Environmental Conservation (VTDEC) to acknowledge his outstanding work over the years for operating and maintaining the Essex Junction Wastewater Treatment Plant. His award and acknowledgement from the VTDEC and the EPA is extremely well deserved.

Mr. Jutras is cordially invited to attend the annual New England Water Environment Association (NEWEA) Awards Luncheon on Wednesday, January 29th, 2014 from 11:00AM - 1:00PM at the Boston Marriott Hotel/Copley Place when he will be formally announced as one of the 2013 Regional EPA Award recipients. **One complimentary luncheon ticket will be reserved in his name.** If additional tickets are necessary, they may be purchased by contacting NEWEA directly.

NEWEA
10 Tower Office Park, Suite 601
Woburn, MA 01801

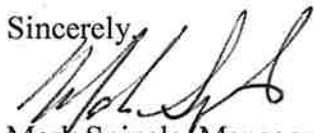
781-939-0908 (phone) 781-939-0907 (fax) www.newea.org

The NEWEA Registration desk will also provide conference badges that will allow admittance into the Exhibit Hall on the day of the luncheon. If one is interested in attending the on-going technical sessions during the conference (January 26th-29th, 2014), they would need to register directly with NEWEA.

If at all possible, we ask that Mr. Jutras arrive at approximately 9:30AM on the day of the Awards Luncheon and report to a designated room for photos. Due to the large number of awards that will be announced and presented during the luncheon itself, this may be the only time set aside for formal picture taking.

Please contact David Chin (617-918-1764) of my staff should you have any questions on the awards luncheon. Once again, EPA would like to congratulate Jim on being selected as a 2013 Regional EPA Wastewater Treatment Plant Operator Award recipient.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Spinale', written over the word 'Sincerely,'.

Mark Spinale, Manager
Municipal Assistance Unit

cc: James Jutras, Water Quality Superintendent, Essex Junction Wastewater Treatment Plant
Andy Fish, VTDEC (via e-mail)
Ernie Kelley, VTDEC (via e-mail)
Pete LaFlamme, VTDEC (via e-mail)

**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES MEETING
TUESDAY, DECEMBER 10, 2013
6:30 PM**

AGENDA

**PUBLIC HEARING
MULTI-USE SAFETY PATH PROJECT
CENTRAL/GROVE/NORTH STREETS**

This meeting will be held in the meeting room at the Village Municipal Building, 2 Lincoln Street, Essex Junction, VT. Meetings of the Trustees are accessible to people with disabilities. For information on accessibility and/or this agenda, call the Village Manager's office at 878-6944.

Purpose & Need Statement
Village of Essex Junction Multi-Use Safety Path Project

Project Purpose

The purpose of the Essex Junction Multi-Use Safety Path Project is to construct a formal path to convey and promote non-motorized travel between the Village Center and The Essex Educational Center along a route currently used by student and adult pedestrians. The current route traverses an active railroad corridor and its uncontrolled use is contrary to the will of the railway owner. The project will include positive separation between the path and the active railroad tracks, thereby addressing safety concerns while encouraging and supporting alternative transportation, recreation, and active lifestyles.

Project Need

The Essex Junction Multi-Use Path Project will address existing pedestrian mobility needs and safety deficiencies as well as promote opportunities for non-motorized travel and increased sidewalk connectivity in the Village, as described below.

The New England Central Railroad (NECR) corridor bisects the Village of Essex Junction. The railway supports freight trains as well as Amtrak passenger service. The railroad right-of-way (ROW) between Central Street and Grove Street/North Street is currently used as an unofficial pedestrian shortcut between the Village Center and the Essex Educational Center. The use of the rail corridor for traffic other than trains is prohibited as witnessed by the “no trespassing” signs posted within the ROW. The frequent illicit use of the railroad corridor has spurred Village officials to pursue the construction of a dedicated path which will be positively separated from the active railroad tracks.

Improve Safety:

The uncontrolled and unauthorized use of the privately owned railroad corridor is a significant safety and security concern for both the Village and the railroad owner, Genesee and Wyoming, Inc., since conflicts between trains and other modes of transportation often end with catastrophic results. Cutting off pedestrian access to the corridor would be impractical and enforcement 24 hours a day of the trespassing prohibition has been proven to be impossible and cost prohibitive. Therefore, the need exists to formalize the current shortcut while providing positive control and separation between path users and rail traffic.

Purpose & Need Statement

Village of Essex Junction Multi-Use Safety Path Project

Enhance Connectivity:

The Village is working to enhance bicycle and pedestrian connectivity between the Village Center, local schools, athletic facilities, and surrounding downtown neighborhoods. The existing NECR rail corridor has the potential to provide a link for non-motorized users through the Village and may become an integral part of the community's overall multimodal network.

Construct the Improvements to Current Design Guidelines:

Any multimodal improvements within the rail corridor will be designed to current state and federal design guidelines related to width, geometry, shoulder conditions, clear zones, sight lines, visibility, lighting, ADA compliance, and road crossings. The improvements will address considerations that are unique to rail-with-trail facilities, such as the track to path separation distance and physical barriers, and they should also reflect the Village context as appropriate.



Vermont Land Trust

CONSERVING LAND FOR THE FUTURE OF VERMONT

Memo

To: Essex Junction Trustees
From: Allen Karnatz – Champlain Valley Co-Director
Date: October 29, 2013
Re: Whitcomb farm conservation project update and contribution request

As you know, Vermont Land Trust is working with the Whitcomb family to permanently protect their farm from future development and to ensure its continued agricultural use. To assist that effort, the village voters approved article four at the annual meeting in April which authorized a \$20,000 contribution from the Village Land Acquisition Fund. Because the closing for phase one is expected in January 2014, this memo is a project update and a formal request for the contribution.

Since the Village annual meeting, VLT has made considerable progress to complete the project, including:

- Secured the necessary funds to complete phase one. Including a \$524,000 grant from the Vermont Housing and Conservation Board in May. The grant is split between state and federal USDA-NRCS funds. The NRCS portion requires a federal review of the appraisal. The review was completed in July. The Whitcombs will receive \$565,000 for phase one (271 acres). This is \$105,000 (16%) less than the appraised value so they are making a donation to their own project by selling the conservation easement at a bargain. The \$20,000 village contribution is 3.5% of the total easement amount.
- Completed a title search and initiated title clearing requirements with the Whitcomb's attorney.
- Finalized mapping to accommodate the proposed solar array and the excluded farmstead.
- Negotiated easement language to protect the unique archeological and natural heritage sites.
- Signed an agreement with the Whitcombs to complete phase two within the next 18 months.
- Initiated a \$520,000 VHCB grant application for phase two. Phase two will protect 136 acres to the south of phase one. The Whitcombs will receive \$580,000 for phase two. Based on the appraised value, they are making a similar (\$100,000 - 15%) donation to this phase.
- Began a local fundraising campaign to close an expected \$60,000 gap for phase two.

Supporting maps and documents are attached. I look forward to meeting with the Trustees on December 10. I'll work with Lauren Morrisseau to efficiently transfer the funds. Thank you for your continued support of this exciting project and for supporting farmland conservation in Essex Junction!

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is entered into upon the date set forth below by and between WHITCOMB FAMILY, LLC of Essex, Vermont ("Seller") and the VERMONT LAND TRUST, INC., a Vermont nonprofit corporation with offices in Montpelier, Vermont ("Buyer").

1. **Description of Property.** The property which is the subject of this Agreement consists of 271 acres, more or less, with any and all buildings and improvements thereon located on both sides, but with no frontage on the southerly side, of South Street in the Village of Essex Junction, Town of Essex, Chittenden County, Vermont (the "Property"). The approximate boundaries of the Property and the two parcels of Seller's land to be excluded from the description of the Property in the Grant hereinafter described, being 146 acres and 40 acres, respectively ("the Excluded Parcels") are shown on the map attached to this Agreement as Exhibit A and incorporated herein.

2. **Sale.** The Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to buy from the Seller, the development rights, conservation restrictions, option to purchase at agricultural value, and enforcement right of the United States on the Property (collectively "the Rights"), subject to the contingencies set forth below. The Rights shall be conveyed to the Buyer, the Vermont Housing and Conservation Board ("VHCB"), the Vermont Agency of Agriculture, Food and Markets ("VAAF") and the United States by a Grant of Development Rights, Conservation Restrictions, Option to Purchase, and Right of Enforcement of the United States (the "Grant"). The terms and conditions of said Grant shall be substantially as set forth in Exhibit B attached to this Agreement and incorporated herein.

3. **Purchase Price.** The purchase price is Five Hundred and Sixty Five Thousand Dollars (\$565,000.00), to be paid by check of the Buyer at closing. Should the actual acreage of the Property be less than 271 acres, as determined by mapping to be performed at Buyer's expense in consultation with Seller, the purchase price shall be reduced on a pro rata basis.

4. **Deposit.** Upon the execution of this Agreement, the Buyer shall pay to Julie M. P. Minor, Esq., as escrow agent, the sum of Five Hundred Dollars (\$500.00) as earnest money (the "Deposit"). Such sum shall be applied to the purchase price at the time of closing, or shall be returned to the Buyer in the event Seller fails or is unable to complete the sale. The Deposit shall be held in the escrow agent's IOLTA account with the interest earned on the Deposit, if any, being paid as directed by the IOLTA guidelines.

5. **Contingencies.** This Agreement is contingent upon the following:

- (a) The approval and receipt of a grant or grants totaling not less than \$565,000.00, plus reasonable costs incurred or to be incurred by the Buyer, from VHCB and/or private sources.
- (b) The parties' fulfillment of conditions imposed on any grants approved by VHCB and/or private sources for purchase of the Rights, including, without limitation, completion and submission of all plans and forms and obtaining all certifications required under the NRCS Farm and Ranch Lands Protection Program and payment of a fee in the amount of 1% of the purchase price or \$1,000, whichever is greater, required by VHCB, as provided in Section 10 of this Agreement.
- (c) Seller's cooperation with Buyer in the preparation of a map of the Property.
- (d) The ability of the Seller to deliver good, clear, record and marketable title to Buyer, free of

all liens or other encumbrances (including discharge, subordination or release of outstanding mortgages), and the ability of Buyer to secure title insurance at Buyer's sole expense. Buyer agrees to accept the Rights subject to (i) customary utility distribution easements, (ii) water rights subject to the Public Trust Doctrine, (iii) rights of the public to use roads laid out by municipalities, the state or federal government, (iv) rights of way and other easements that do not materially impair, in Buyer's opinion, the Rights. The state of title to the Property shall be determined by a title examination paid for by Buyer.

- (e) Approval of this transaction by the Board of Trustees of the Vermont Land Trust.
- (f) The agreement of all mortgage holders and other lien holders to subordinate current existing mortgages and liens to the Rights through the execution of priority agreements. Seller agrees to deliver to Buyer written or verbal confirmation, on or before thirty (30) days after Buyer notifies Seller of the grant award(s), from each mortgage holder and lienholder that each will execute a priority agreement, partial release or discharge. Seller represents that, to the best of its knowledge, the mortgage holders and lien holders currently having encumbrances on the Property are listed on Exhibit C attached hereto and incorporated herein.
- (g) Seller shall pay all real estate taxes that are due and payable as of the closing date (defined below) on or before closing. This obligation shall survive closing on the sale of the Rights.
- (h) Buyer and Seller acknowledge that the Purchase Price agreed upon hereunder has been substantiated by an appraisal report prepared by Jesse D. Larson ("the Appraisal") which, due to funding requirements, may need to be updated prior to closing. If so required, the parties' receipt of a final appraisal report prepared by Jesse D. Larson with an effective date within one year of the closing date confirming that the value of the Rights, net of any enhancement, is at least \$565,000.00.
- (i) Seller delivering to Buyer the documents necessary to evidence: (1) its legal existence; and (2) its authority to do business in Vermont, if necessary; and (3) the authority of the person signing closing documents on behalf of the Seller.
- (j) Seller's cooperation with Buyer in the preparation of metes and bounds descriptions of the Excluded Parcels, which descriptions shall be mutually acceptable to Buyer and Seller.
- (k) Buyer and Seller hereby agree to negotiate in good faith a Purchase and Sale Agreement for Buyer's purchase from Seller of the development rights, conservation restrictions, option to purchase, and right of enforcement of the United States for 136 acres of farmland at the terminus of Cascade Street in Essex Junction, Vermont, substantially in accordance with the terms of the Intent to Sell set forth in Exhibit D attached hereto and incorporated herein.
- (l) If permitted under the requirements and guidelines of the funding entities providing the purchase money for the Grant (primarily VHCB and NRCS) and proposed in a manner that conforms with state and local law and regulation, Buyer delivering to Seller at closing mutually acceptable pre-approval letters for bio-solid application on the Property, a utility right of way along the north side of South Street to service the proposed solar array project on the 40 acre Excluded Parcel, and an agreement with the Village of Essex Junction encumbering up to ten acres of the Property for wetland mitigation for storm water run-off, with the Buyer retaining the proceeds of any payment made for this mitigation agreement. Seller acknowledges that it will provide promptly additional information on these proposals

upon request from Buyer to enable Buyer to seek approvals for these requests. A determination of whether the funding entities will permit the aforementioned approvals will be obtained by the Buyer and a determination of the conformity of the proposed uses with law and regulation will be made by May 31, 2013. If any of the approvals is not obtained or the use as proposed is not permissible under applicable law or regulation, the Seller may elect to terminate this Agreement within ten (10) days of receipt of written notice from Buyer, or proceed without the approval(s) that are not obtained or impermissible with no reduction in purchase price.

- (m) Seller obtaining a waiver of the 2% impervious surface limitation from NRCS to increase the impervious surface limitation to 4% in Section II(12) of the Grant.

If the above contingencies are not fulfilled by February 14, 2014, or such other date as is expressly provided above, the Seller or Buyer may (i) terminate this Agreement, in which event the Deposit and interest thereon, if any, shall be returned to Buyer, and this shall be Buyer's sole remedy at law and in equity, or (ii) extend in writing the time for fulfillment of the contingencies. Seller agrees to use reasonable efforts to deliver good, clear, record and marketable title as set forth in Paragraph 5(d), above. Seller's use of reasonable efforts to so deliver title includes the expenditure of up to \$1,000.00, including attorney's fees, to remove title defects and encumbrances (excepting payment of the principal, interest and penalties due under any liens and mortgages which are Seller's obligation and shall not be included in the \$1,000.00 expenditure cap) identified by Buyer. In the event Seller is unable to give good, clear, record and marketable title, then Buyer may elect to terminate this Agreement, in which event the Deposit shall be returned to Buyer, and this shall be Buyer's sole remedy at law and in equity. Buyer shall have the right to elect to accept such title as Seller can deliver and to pay the purchase price without reduction. If Seller does not use reasonable efforts to deliver title as set forth in this Paragraph, then Seller shall be in default under this Agreement and the provisions of Paragraph 12 shall apply.

6. **Closing.** Closing shall occur on or before February 28, 2014, at Seller's attorney's office located within the state of Vermont, unless the parties otherwise agree in writing, at a time to be agreed upon by the parties prior to the closing day.

7. **Existing Conditions.** The Buyer shall consult with Seller during the preparation of the grant applications referred to in paragraph 5(a), which application(s) will contain a description of Seller's current farm and forest operation. In the event the existing farm operation changes substantially from that described in the grant application referenced in paragraph 5(a) above, Buyer may in its discretion elect to terminate this Agreement, in which event the Deposit, with interest thereon if any, referred to in Paragraph 4 shall be returned to Buyer. Seller shall not harvest timber, or otherwise alter the physical condition of the Property, except for customary farm operations, prior to closing. In the event the timber resources on the Property are substantially destroyed (any loss of 25% or more in value) by acts of God or otherwise, Buyer may in its discretion elect to terminate this Agreement, in which event the Deposit referred to in Paragraph 4 shall be returned to Buyer.

8. **Risk of Loss.** During the period between the date of this Agreement and the transfer of the Rights, the risk of loss shall be on the Seller, and Seller shall continue to carry insurance on the Property.

9. **Hazardous Waste.** Seller warrants and represents to Buyer that Seller is not aware of any hazardous waste (for example: oil drums, abandoned underground storage tanks, batteries, fuel leaks, improperly stored or spilled non-household chemicals) existing in, on, under or upon the Property. The Seller agrees that the Buyer may, at Buyer's expense, perform any and all tests

and/or inspections necessary to confirm this warranty and representation. In the event that the Buyer discovers that hazardous waste exists in, on, under or upon the Property, Buyer may at Buyer's option, terminate this Agreement, in which event the Deposit shall be returned to Buyer immediately. The warranties and representations made in this clause shall survive the closing of the sale of Rights.

10. **Costs.** The Seller shall pay any Land Gains Tax applicable to the transfer. The Buyer shall pay any Property Transfer Tax applicable to the transfer. The Seller and the Buyer acknowledge that typically neither of the above-referenced taxes are paid due to applicable exemptions. Buyer shall pay all costs incidental to the search of title and recording of the Grant. Seller shall pay all costs incidental to clearing title of any and all defects and encumbrances, and shall pay at or before closing all amounts advanced by Buyer and VHCBC on Seller's behalf toward the cost of appraising the Property; and, unless determined to be exempt by VHCBC, shall pay at closing the fee described in Section 5(b) of this Agreement. If Seller is not a Vermont resident, then Seller shall be subject to income tax withholding requirements pursuant to Vermont law, and if Seller is a foreign person as defined in the Internal Revenue Code, then Seller shall be subject to income tax withholding requirements pursuant to federal law.

11. **Publicity.** Seller acknowledges that the funds which enable Buyer to purchase the Rights come from public sources, principally the Vermont Housing and Conservation Board and, further, that upon recordation of the Grant, the nature, terms and conditions of the sale will become a matter of public record. Buyer and Seller further agree that informing the public about the purchase of conservation easements on operating farms increases public understanding of conservation, engenders support for farmland preservation, and encourages other farmers to inquire about Buyer's farmland conservation program. Therefore, while Buyer will consult with Seller concerning the timing, nature and content of publicity, Seller understands that Buyer will publicize conservation of the Property after the sale is completed and Seller agrees to cooperate in reasonable publicity initiated by Buyer. This Paragraph shall survive the closing on the sale of the Rights.

12. **Default.** If Buyer fails to complete the purchase as provided herein, or is otherwise in default under this Agreement, Seller may terminate this Agreement and retain the Deposit, together with any interest thereon, as liquidated damages. If Seller fails to complete the sale as provided in this Agreement or is otherwise in default under this Agreement, Buyer may terminate this Agreement and the Deposit shall be refunded to Buyer immediately. As additional liquidated damages, the non-defaulting party shall be entitled to receive from the defaulting party, upon demand, all the actual costs incurred by the non-defaulting party in connection with this Agreement, for example, appraisal fees, attorney's fees or staff costs. These shall be Seller's and Buyer's sole remedies at law and in equity for default under this Agreement. Neither party shall be entitled to any consequential damages from the other party.

13. **Non-Foreign Affidavit.** Seller warrants and represents that (i) Seller is not a foreign person as defined by Section 1445 of the Internal Revenue Code of 1986, as amended; (ii) Seller is either a United States citizen or corporation or has a duly issued and valid U.S. permanent resident Visa; (iii) Seller's federal tax identification number will be as set forth on the Vermont Property Transfer Tax Return to be executed at the closing; and (iv) Seller is a Vermont resident as defined by the State of Vermont.

14. **Documentation Report.** Seller agrees to sign and deliver the Baseline Documentation Report (the "BDR"), as hereinafter defined, to Buyer at closing, unless Buyer has not produced the BDR at closing for Seller's signature, in which event Seller shall sign the BDR countersignature page and return to Buyer within thirty (30) days of mailing of the BDR; provided,

however, that Seller concludes that the BDR is reasonably accurate. The BDR, to be prepared by Buyer at Buyer's sole expense, will contain a written description of the Property together with photographs and maps of the Property and is prepared in accordance with Buyer's guidelines. This Paragraph shall survive closing on the sale of the Rights.

15. **Charitable Contribution.** Seller hereby acknowledges that the Appraisal, or any required update thereto to meet the contingency set forth in Section 5(h) of this Agreement may reveal that the Rights have a value in excess of the Purchase Price. Buyer recognizes that it is the intent of the Seller to make a charitable contribution to Buyer of the difference between the fair market value and the Purchase Price. Buyer shall cooperate with the Seller in the preparation of Tax Form 8283, as required by the Internal Revenue Service, to substantiate the occurrence of the closing on the sale of the Rights and that a charitable contribution occurred to a qualified organization, but Seller shall be solely responsible for the calculation and substantiation of the amount and other details of the charitable contribution; provided, however, that the Buyer will not be obligated to so cooperate if it has significant concerns about the tax deduction. Seller acknowledges that in order to claim a charitable contribution Seller will have to comply with the IRS substantiation requirements, a summary of which is attached as Exhibit E. This provision shall survive closing of the sale of the Rights.

16. **Binding Effect.** This Agreement contains the entire understanding between Seller and Buyer. No amendment or modification shall be effective unless it is in writing and signed by both parties. No transfer or assignment of this Agreement to any third party shall be effective without the prior written consent of both parties. The Property, or any interest therein, shall not be sold, conveyed, leased or otherwise transferred without the prior written consent of Buyer. This Agreement shall be binding upon and enforceable by the undersigned parties and their respective successors, heirs, and assigns. The terms of this Agreement shall be interpreted in accordance with the laws of the State of Vermont. Either party may record a memorandum of the existence of this Agreement in the Town of Essex Land Records, but this agreement shall not be recorded.


We set our hands and seals as of this 18th day of March, 2013.

SELLER
WHITCOMB FAMILY, LLC

By: 
Lorenzo Whitcomb

By: 
Margaret Whitcomb Armstrong

By: 
Onan Whitcomb

By: 
Polly Whitcomb McEwing, Trustee
of the Polly Whitcomb McEwing Trust

BUYER
VERMONT LAND TRUST, INC.

By: 
Its Duly Authorized Agent

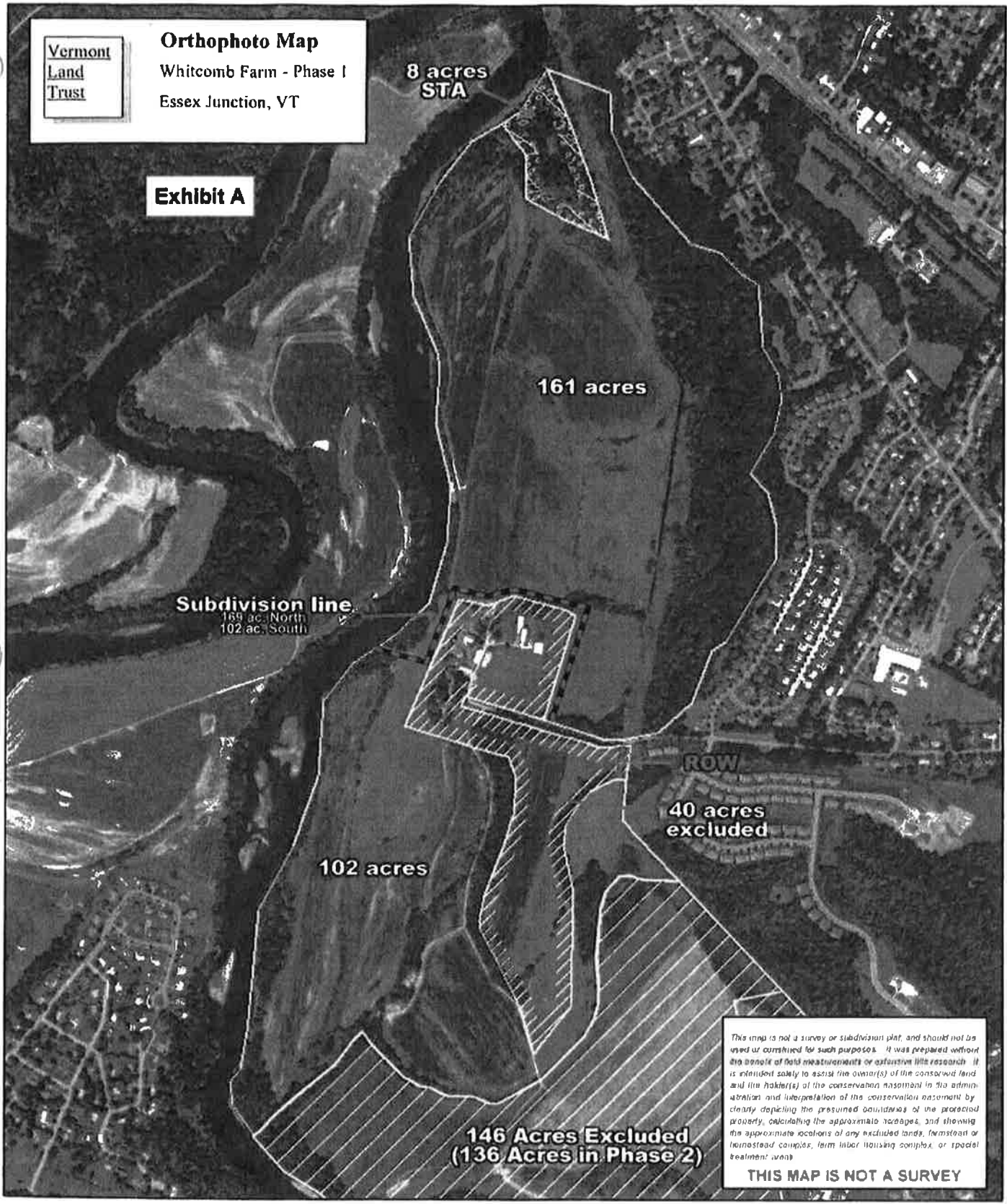
By: Robert W. McSpading
Trustee
of the Edward Morton Whitcomb Family Trust

Accepted by Escrow Agent: Julie M. P. Minor
Julie M. P. Minor, Esq.

Vermont
Land
Trust

Orthophoto Map
Whitcomb Farm - Phase I
Essex Junction, VT

Exhibit A



8 acres
STA

161 acres

Subdivision line
169 ac. North
102 ac. South

102 acres

ROW
40 acres
excluded

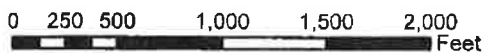
146 Acres Excluded
(136 Acres in Phase 2)

This map is not a survey or subdivision plat, and should not be used or construed for such purposes. It was prepared without the benefit of field measurements or extensive title research. It is intended solely to assist the owner(s) of the conserved land and the holder(s) of the conservation easement in the administration and interpretation of the conservation easement by clearly depicting the presumed boundaries of the protected property, delineating the approximate acreages, and showing the approximate locations of any excluded lands, farmstead or homestead complex, farm labor housing complex, or special treatment areas.

THIS MAP IS NOT A SURVEY

Protected Property

Special Treatment Area



Excluded Land

Subdivision line

1:10,000

2-15-13





nooski River

Subdivision Line

South St.

Excluded
± 40.0 acres

ROW

Draft Date: 10/2/13

**GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS,
OPTION TO PURCHASE, and RIGHT OF ENFORCEMENT OF THE UNITED STATES**

KNOW ALL PERSONS BY THESE PRESENTS that **WHITCOMB FAMILY, LLC**, a Vermont Limited Liability Corporation with its principal place of business in Essex, County of Chittenden, State of Vermont, on behalf of itself and its successors and assigns (hereinafter "Grantor"), pursuant to Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey, and confirm unto the **VERMONT LAND TRUST, INC.**, a non-profit corporation organized under the laws of the State of Vermont, with its principal offices in Montpelier, Vermont, and qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code ("VLT"), the **VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS**, an agency of the State of Vermont with its principal offices in Montpelier, Vermont ("VAAF"), and the **VERMONT HOUSING AND CONSERVATION BOARD**, an independent board of the State of Vermont with its offices in Montpelier, Vermont ("VHCB"), and their respective successors and assigns (hereinafter collectively "Grantees") as tenants in common, forever, the development rights, option to purchase at agricultural value and a perpetual conservation easement and restrictions in certain lands consisting of 271 acres, more or less, with the buildings and improvements now or hereafter situated thereon (hereinafter "Protected Property"), located in the Village of Essex Junction, Town of Essex, County of Chittenden, State of Vermont, together with a non-exclusive right of way for access from South Street to the Protected Property, located in the Village of Essex Junction, Town of Essex, County of Chittenden, State of Vermont, said Protected Property and right of way being more particularly described in Schedule A attached hereto and incorporated herein. Grantor also gives, grants, sells, conveys and confirms unto the UNITED STATES OF AMERICA, by and through the Natural Resources Conservation Service ("NRCS" or "UNITED STATES") acting on behalf of the Commodity Credit Corporation, as its interest appears herein, a right of enforcement for the purpose of forever conserving the agricultural productivity of the Protected Property and its value for resource preservation and as farmland.

The purpose of the Federal Farm and Ranch Lands Protection Program is to protect the agricultural use and related conservation values of eligible land by limiting non agricultural uses of that land. In order to achieve that purpose, the Secretary of the U.S. Department of Agriculture shall facilitate and provide funding for the purchase of conservation easements and other interests in eligible land. (16 USC 3838h and 3838i). Under the authority of the Farm and Ranch Lands Protection Program, the United States Department of Agriculture's Natural Resources Conservation Service ("NRCS") has provided federal funds to Grantee Vermont Housing and Conservation Board to assist in the acquisition of this Grant. In exchange for its funding and to help protect the public investment, the United States is granted a right of enforcement, set forth in detail below.

The development rights hereby conveyed to Grantees shall include all development rights except those specifically reserved by Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The development rights and option hereby conveyed are rights and interests in real property pursuant to Title 10 V.S.A. §§ 823 and 6303. The conservation restrictions hereby conveyed to Grantees consist of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below, to the extent those acts relate to Grantor and not exclusively to Grantees. Grantor and Grantees acknowledge that the conservation restrictions constitute a servitude upon the land and run with the land.

I. Purposes of the Grant.

Grantor and Grantees acknowledge that the Purposes of this Grant are as follows:

1. Consistent with the goals set forth in 10 V.S.A. §§ 821 and 6301, the primary purpose of this Grant is to conserve productive agricultural and forestry lands and to promote the sustainable management of soil resources in order to facilitate active and economically viable farm use of the Protected Property now and in the future.

2. As a secondary objective, to conserve scenic and natural resources associated with the Protected Property, to preserve significant archaeological sites, to improve the quality of life for Vermonters, and to maintain for the benefit of future generations the essential characteristics of the Vermont countryside. Natural resource conservation includes, but is not limited to, landform and vegetation changes that may accommodate riparian, floodplain and wetland functions, and therefore protects natural flowages and stream equilibrium conditions.

3. The objective of encouraging sustainable management of soil resources will be further advanced by the Grantor's agreement to work cooperatively with NRCS to limit soil erosion on highly erodible land ("HEL") in accordance with NRCS standards.

4. The objective of ensuring that working and productive agricultural lands remain available for production agriculture, affordable and owned by individuals actively engaged in farming will be further advanced by the Option to Purchase at Agricultural Value, as incorporated below.

5. These purposes will be advanced by conserving the Protected Property because it possesses the following attributes:

- a) 101 acres of agricultural soils of prime significance;
- b) 92 acres of agricultural soils of statewide significance;
- c) 71 acres of woodland, including 7 acres of state-significant Floodplain Forest;
- d) 19 acres of wetland, including 4 acres of wooded wetland;
- e) 670 feet of frontage on South Street, a public highway with scenic vistas;
- f) archaeological features including two (2) prehistoric archaeological sites designated as Site VT-CH-66 and Site VT-CH-77 in the Vermont Archaeological Inventory; and
- g) 8,000 feet of frontage on the Winooski River.

Grantor and Grantees recognize these agricultural, silvicultural, scenic, ecological, natural resource and archaeological values of the Protected Property, and share the common purpose of conserving these values by the conveyance of conservation restrictions, development rights, and option to purchase, to prevent the use, fragmentation, or development of the Protected Property for any purpose or in any manner which would conflict with the maintenance of these values. Grantor and Grantees also recognize that the objectives of ensuring that working and productive agricultural lands remain available for production agriculture, affordable and owned by persons actively engaged in farming will be further advanced by the Option to Purchase at Agricultural Value, as incorporated below. Grantees accept such conservation restrictions, development rights and option to purchase in order to conserve these values for present and future generations and to ensure resale of the Protected Property at its agricultural value.

The purposes set forth above in this Section I are hereinafter collectively referred to as "Purposes of this Grant."

II. Restricted Uses of Protected Property.

The restrictions hereby imposed upon the Protected Property, and the acts which Grantor shall do or refrain from doing, are as follows:

1. No residential, commercial, industrial, or mining activities shall be permitted, and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected, or moved onto the Protected Property, except as specifically permitted under this Grant. The Protected Property shall be used for agricultural, forestry, educational, non-commercial recreation, and open space purposes only.

2. Each time that the agricultural land on the Protected Property lies fallow for more than two successive years (the "fallow land"), Grantor shall cooperate with Grantees, at Grantees' request, to maintain the fallow land in an open condition (meaning without trees and brush) and in active agricultural use. For example, Grantor shall permit access to the fallow land by Grantees and Grantees' contractors to crop, mow, or brush-hog. No obligation is hereby imposed upon Grantor or Grantees to maintain the fallow land in an open condition or in active agricultural use.

3. No rights-of-way, or easements for ingress or egress, driveways, roads, utilities, or other easements or rights shall be constructed, developed, granted, or maintained into, on, over, under, or across the Protected Property, without the prior written permission of Grantees, except as otherwise specifically permitted under this Grant, and as appear of record prior to the date of this Grant. Grantees may grant permission for any rights-of-way, or easements for ingress or egress, driveways, roads, utilities, other easements or rights, if they determine, in their sole discretion, that any such rights-of-way, easements for ingress or egress, driveways, roads, utilities, other easements or rights are consistent with the Purposes of this Grant.

4. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property. Grantor, however, may erect and maintain reasonable: (a) signs indicating the name of the Protected Property, (b) boundary markers, (c) directional signs, (d) signs regarding hunting, fishing, trapping, trespassing on the Protected Property or signs otherwise regarding public access to the Protected Property, (e) memorial plaques, (f) temporary signs indicating that the Protected Property is for sale or lease, (g) signs informing the public that any agricultural or timber products are for sale or are being grown on the Protected Property, (h) political or religious signs, or (i) signs informing the public of any rural enterprise approved pursuant to Section III below. Grantees, with the permission of Grantor, may erect and maintain signs designating the Protected Property as land under the protection of Grantees.

5. The placement, collection, or storage of trash, refuse, human waste, or any other unsightly or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantees, in their sole discretion. The on-site storage and spreading of agricultural inputs including, but not limited to, lime, fertilizer, pesticides, compost or manure for agricultural practices and purposes, the storage of feed, and the temporary storage of trash generated on the Protected Property in receptacles for periodic off-site disposal, shall be permitted without such prior written approval.

6. There shall be no disturbance of the surface, including, but not limited to, filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under this Grant. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

7. As required by section 1238I of the Food Security Act of 1985, as amended, the Grantor shall conduct all agricultural operations on the Protected Property in a manner consistent with a conservation plan for highly erodible land ("conservation plan") prepared in consultation with NRCS and approved by the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on _____, 2014. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation that could include protecting and restoring stream equilibrium, wetlands, riparian and floodplain functions, and is consistent with the NRCS Policies and Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantor, in order to monitor compliance with the conservation plan.

8. In the event of non-compliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee VHCB of the Grantor's non-compliance. Grantee VHCB shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the HEL conservation plan, (b) NRCS has worked with the Grantor to correct such non-compliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations. Grantor shall be liable for any costs incurred by NRCS its successors or assigns as a result of Grantor's negligence and/or failure to comply with the requirements of this Grant as it relates to the conservation plan referenced herein.

9. If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised HEL conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

10. The Protected Property shall not be subdivided, partitioned or conveyed in separate parcels, nor shall ownership of the buildings on the Protected Property be separated from the ownership of the Protected Property without the prior written approval of Grantees, which approval may be granted, conditioned or denied in Grantees' sole discretion, except as otherwise specifically permitted in this Grant. In addition, a subdivision of the Protected Property for agricultural purposes may be permitted with the prior written approval of the Grantees and the NRCS State Conservationist. Such approval shall require a determination by Grantees and the NRCS State Conservationist that each resulting parcel qualifies as "eligible land" as defined under the Farm and Ranchlands Protection Program ("FRPP") at 16 U.S.C. 3838h(2)(A).

11. No use shall be made of the Protected Property, and no activity thereon shall be permitted which is or is likely to become inconsistent with the Purposes of this Grant. Grantor and Grantees acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantees, therefore, in their sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

12. Impervious surfaces, whether existing or permitted, including pavement, flooring, rooftops and any other surface which prevents the direct percolation of water into the ground, shall not exceed 4% of the area of the Protected Property. This limit does not include NRCS approved conservation practices on the Protected Property.

III. Permitted Uses of the Protected Property.

Grantor shall have the right to make the following uses of the Protected Property:

1. The right to establish, re-establish, maintain, and use cultivated fields, orchards, and pastures together with the right to construct, maintain, and repair fences and gravel or other permeable surfaced access roads for these purposes, all in accordance with sound agricultural practices and sound husbandry principles; provided, however, that Grantor shall obtain Grantees' prior written approval to clearcut forest land to establish fields, orchards or pastures. Grantees' approval shall not be unreasonably withheld if such clearcutting is consistent with the Purposes of this Grant.

2. The right to conduct maple sugaring operations, and the right to harvest timber and other wood products, together with the right to construct and maintain roads necessary for both such activities, in accordance with sound forestry practices and in accordance with a forest management plan for which Grantor has received the prior written approval of Grantees. Grantor may conduct maple sugaring operations, and may harvest firewood for heating residences and structures located on the Protected Property, both on existing woods roads only, without submission and approval of a plan. Grantees' approval of forest management plans that may be submitted from time to time shall not be unreasonably withheld or conditioned, if such plans have been approved by a professional forester and if such plans are consistent with the Purposes of this Grant.

3. The right to construct, maintain, repair, renovate, replace, enlarge, rebuild, and use new and existing barns, sugar houses, or similar non-residential structures or facilities, together with necessary access drives and utilities for agricultural and forestry uses, on the Protected Property; provided, however, that (a) the structures are used exclusively for agricultural or forestry purposes, and (b) any new construction, other than normal maintenance and repair, has been approved in writing in advance by Grantees. Grantees' approval may include designation of a "complex" (meaning an area or areas of the Protected Property within which certain structures are or shall be grouped together) surrounding the structures and shall not otherwise be unreasonably withheld or conditioned; provided, however, that the structure or other improvement is located in a manner which is consistent with the Purposes of this Grant. Grantor shall not deem

unreasonable a condition by Grantees that certain structures must be located within an existing complex or a complex which may be designated in the future as provided in this Section III.

4. The right to use, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses permitted in this Grant; provided, however, that Grantor does not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property. Grantor may disturb the natural water flow over the Protected Property in order to improve drainage of agricultural soils, reduce soil erosion or improve the agricultural potential of areas used for agricultural purposes, but shall do so in a manner that has minimum impact on the natural water flow and is otherwise consistent with the Purposes of this Grant and complies with all applicable laws and regulations. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantees, which approval shall not be unreasonably withheld or conditioned; provided, however, that such pond or reservoir is located in a manner which is consistent with the Purposes of this Grant. Notwithstanding the foregoing, after obtaining the prior written approval of Grantees, which approval shall not be unreasonably withheld or conditioned, Grantor may disturb the existing water flow over the Protected Property as part of a state, federal, or other qualified conservation program to restore wetland and floodplain function, and the natural course of surface waters, including practices that encourage long-term stream equilibrium conditions.

5. The right to clear, construct, and maintain trails for non-commercial walking, horseback riding, skiing, and other non-commercial, non-motorized recreational activities within and across the Protected Property, all in a manner consistent with the Purposes of this Grant. Non-commercial snowmobiling may be permitted at the discretion of Grantor.

6. For the purpose of providing housing exclusively for Grantor who is engaged in farming operations on the Protected Property or for persons employed by the Grantor in farming operations on the Protected Property, and for the employee's family or household members, as a nonmonetary benefit of farm employment, the right to construct, use, maintain, repair, renovate, replace, enlarge and rebuild farm labor housing which may be within an existing building or a new building ("the FLH") together with appurtenant non-residential structures and improvements, including drives, utilities, and water and wastewater systems normally associated with a residence; provided, however, that prior to construction, renovation, replacement, enlargement or rebuilding Grantor shall obtain Grantees' written approval which, in Grantees' sole discretion, may be withheld or given subject to such conditions as the Grantees deem appropriate, if Grantor demonstrates to Grantees' satisfaction that the FLH or alteration thereto is:

- a) necessary to the current and reasonably foreseeable farm business on the Protected Property in order to facilitate the active and long-term economically viable agricultural use of the Protected Property; and
- b) located within an existing building complex or, if not, that there are specific reasons why the proposed location is necessary to the current and reasonably foreseeable farm business on the Protected Property and otherwise consistent with the Purposes of the Grant; and
- c) designed and sized to be no larger than is necessary to meet the needs of the current and reasonably foreseeable farm business on the Protected Property and to ensure that the Protected Property remains available for production agriculture, affordable and owned by persons actively engaged in farming; and

- d) otherwise consistent with the Purposes of the Grant.

The FLH shall not be conveyed separately from the Protected Property, but may be subdivided with the prior written approval of Grantees if such subdivision is required by state or local regulation.

If the FLH is not needed for farm labor housing in the future, temporary alternative uses of the structure deemed by the Grantees in their sole discretion to be consistent with the Purposes of this Grant may be permitted with the prior written approval of the Grantees.

7. The right to conduct rural enterprises consistent with the Purposes of this Grant, especially the economically viable use of the Protected Property for agriculture, forestry and open space and the conservation of agriculturally and silviculturally productive land. In connection with such rural enterprises, the right to maintain, repair, enlarge, replace and use permitted structures with associated utility services, drives and appurtenant improvements within a designated complex permitted by this Section III. Grantees may approve a new, non-residential, structure for an approved rural enterprise only if an existing structure is not suitable and the new structure is:

- a) located within a permitted designated complex;
- b) fewer than 1500 square feet as an exterior measure of the footprint and no more than 25 feet from the lowest undisturbed ground level to the roof peak;
- c) inclusive of all storage space so that no part of the business is conducted outside of the structure;
- d) of a nature, intensity, scope, size, appearance, type and quantity compatible with the existing agricultural structures;
- e) located in a way that minimizes negative impact on future operations and expansion of agricultural uses, does not interfere with current agricultural operations and does not displace farm or forestry storage, use or functions;
- f) non-residential; and
- g) not inconsistent with the Purposes of this Grant.

No use or structure contemplated under this Section III(7) shall be commenced, constructed or located without first securing the prior written approval of Grantees, which approval Grantees may deny or condition in their sole discretion. All structures and uses shall conform with all applicable local, state and federal ordinances, statutes and regulations. Grantees' approval may be conditioned upon, without limitation, receipt of copies of any necessary governmental permits and approvals that Grantor obtains for such use or construction. Grantee VHCB shall not approve a new structure for a non-agricultural approved rural enterprise unless the proposed structure meets factors (a) through (g), above. However, VHCB may waive factors (b), (c) or (d) if the Grantees determine that the unique circumstances of the situation warrant waiver and approval.

8. The right to construct, maintain, repair, replace, relocate, improve and use systems for disposal of human waste and for supply of water for human consumption (collectively "Systems") on the Protected Property for the four (4) existing single-family residences located on the 40 acre parcel of land owned by the original Grantor herein at the date of this Grant but excluded from the Protected Property under Schedule A hereto ("Exclusion"). Any such Systems may be constructed, maintained, operated, repaired, replaced, relocated or improved on the Protected Property only if there does not exist within the Exclusion any suitable location for such Systems,

under the Vermont Department of Environmental Conservation Wastewater System and Potable Water Supply Rules or the then applicable law or regulations governing Systems (collectively "the Rules"), as determined by a person authorized to make such determination under the Rules retained at Grantor's sole cost and expense. Grantor shall first obtain the written approval of Grantees for the location, relocation, replacement or improvement of such Systems on the Protected Property, which approval shall not be unreasonably withheld nor conditioned, provided that:

- a) All reasonable attempts to locate, relocate, replace or improve the Systems within the Exclusion in a manner that complies with the then current Rules are exhausted; and
- b) Such Systems are located in a manner consistent with the Purposes of this Grant and especially minimize the loss of agricultural soils; and,
- c) Such Systems are designed by a person authorized to do so under the Rules retained at Grantor's sole cost and expense, certified by such person as complying with the Rules, installed in compliance with the Rules, certified by person authorized to do so under the Rules as being installed in accordance with the certified design and approved in accordance with all the then applicable Rules.

After Grantor has obtained Grantees' approval for a System serving the Exclusion, Grantor shall have the right to convey legal access to the successor owners of the Exclusion for construction, operation and maintenance of the System as an appurtenance only to the Exclusion.

9. The right to construct, use, maintain, repair and replace one (1) camp being no more than fifteen (15) feet high as measured from the average undisturbed ground level to the roof peak and no more than 600 square feet in total useable floor area, or, in the alternative, one (1) tent platform, lean-to or Adirondack shelter not to exceed 300 square feet in area provided, however, that any such structure shall be used exclusively for non-commercial, periodic camping, hunting and recreational purposes, and not for permanent occupancy; shall not have commercial utility services or an access road improved beyond what is minimally required to afford reasonable vehicular access; and shall be located on non-agricultural land but not within the Special Treatment Area described in Section IV, below. Grantor shall notify Grantees in writing prior to commencing the placement, construction or relocation of such permitted structure or access so that Grantees may review and approve the proposed location and dimensions of the camp and access, in order to ensure that the dimensions of the structure are in compliance with this section and the camp and access are located in a manner consistent with the Purposes of this Grant. In addition, Grantor may place a limited number of small hunting blinds on the Property in order to carry-out permitted hunting activities, provided that the location of such blinds must be consistent with the Purposes of this Grant.

10. Subject to the Grantees' option rights under Section VIII, below, the right to subdivide and convey the Protected Property in two parcels of approximately 170 acres and 101 acres, respectively, along the line depicted as "Subdivision Line" on the Whitcomb Family Farm Plan described in Schedule A attached hereto and incorporated herein. Grantor shall obtain the prior written approval of Grantees for any such subdivision and separate conveyance, which approval shall not be unreasonably withheld or conditioned, provided that it is consistent with the Purposes of this Grant as stated in Section I, above, provided that the configuration and boundaries of the two farm units are as described in this Section III(10), and provided that the Grantor pays to the Grantees a sum

equal to the customary stewardship endowment amount assessed by the Grantees then applicable for the parcel to be conveyed to support the additional monitoring and enforcement costs incurred by Grantees as a result of the separate conveyance. The resulting two parcels of land shall remain subject to this Grant.

IV. Special Treatment Area.

The Special Treatment Area consists of a state-significant Floodplain Forest and wetland area along the Winooski River. This area is a rare natural community in Vermont. The forest and wetland area is approximately seven and three-tenths (7.3) acres and is depicted as "Special Treatment Area" on the Whitcomb Family Farm Plan (hereafter "the STA").

Within the STA described herein, the goals, prescriptions and restrictions of this Section IV are in addition to the provisions of Sections II, III, and V, and where inconsistent, the provisions of this Section IV shall supersede the provisions of Sections II, III, and V.

1. Protection of the ecological values of the Floodplain Forest and wetland area shall be Grantor's highest priority in planning and conducting all activities within the STA. Forest management prescriptions within the STA shall be planned and implemented with the goal of perpetuating the Floodplain Forest and other natural communities of statewide significance.

2. All forest management activities planned and conducted within the STA, including the silvicultural system, harvest timing, equipment employed, and harvest intensity, shall be focused on the goals of retaining soil integrity, natural hydrology, water quality values, and the natural structure and species composition of the Floodplain Forest and other natural communities present.

3. All timber management activities shall be subject to a forest management plan that is consistent with the Purposes of this Grant and this Section IV. Any such activities must comply with the provisions of the publication, "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont" (AMPs) or successor publications adopted by the Department of Forests, Parks and Recreation to meet the requirements of the "Vermont Water Quality Standards." The forest management plan shall rely on the best current biological and silvicultural science to determine appropriate management methods. Grantor and Grantees understand that uneven aged management via single tree and small group selection, conducted under winter conditions is the silvicultural treatment that meets the objectives of this Section IV as of the date of this Grant ("Preferred Treatment").

4. Approval of a forest management plan submitted to Grantees pursuant to Section III(2), above, shall not be unreasonably withheld or conditioned, if such plans are consistent with the Purposes of this Grant and with the provisions of this Section IV and if such plans have been approved by a professional forester. In their reasonable discretion, Grantees may permit a silvicultural treatment of the STA other than the Preferred Treatment, provided Grantor demonstrates to Grantees' satisfaction that the alternative treatment is consistent with the Purposes of the Grant and this Section IV, and that the treatment will achieve the objectives set forth in paragraphs (2) and (3), above.

5. All agricultural activities planned and conducted within the STA, shall be focused on the goals of retaining soil integrity, natural hydrology, water quality values, and the natural

structure and species composition of the Floodplain Forest and wetland area other natural communities present. Prior to conducting any agricultural activities within the STA, Grantor shall secure the prior written approval of Grantees, which approval shall not be unreasonably withheld or conditioned, if such activities are consistent with the Purposes of this Grant and with the provisions of this Section IV.

V. Archaeological Protection.

The Protected Property includes two archaeologically significant pre-historic sites identified by the State of Vermont as site VT-CH-66 and VT-CH-77 on the Vermont Archaeological Inventory. A secondary objective of this Grant is to protect the historic and archaeological resources of the Protected Property. In furtherance of this objective, Grantor undertakes to do (and to refrain from doing as the case may be) each of the following stipulations. It is understood that the goals, prescriptions and restrictions of this Section V are in addition to the provisions of Sections II, III and IV. Where inconsistent, the provisions of this Section V shall supersede the provisions of Sections II and III:

1. Grantees shall consider the impact of certain proposed structures or activities on archaeological resources before giving Grantor their written approval pursuant to Sections II and III of this Grant. Grantees may consult with a qualified archaeologist before making their final determination.

In addition to the standard of review applicable to obtaining an approval under Sections II and III, Grantees' approval shall not be unreasonably withheld if the structure or improvement can be constructed, completed and used or activity conducted in a manner which protects the archaeological and historical significance of archaeological resources of the Protected Property. Activities that do not require Grantees' approval under Sections II or III, above, may be conducted. Fencing for agricultural purposes shall not be treated as a structure and may be constructed and maintained without the prior written approval of Grantees.

2. Grantor shall permit Grantees, or Grantees' designee which may include but is not limited to the State of Vermont, Division for Historic Preservation, access to the Protected Property for the purpose of documenting and conducting research related to the archaeological and historical significance of the archaeological resources; provided that Grantees shall secure the prior consent of Grantor, which consent shall not be unreasonably withheld or conditioned, provided the nature, duration and timing of Grantees' access does not significantly interfere with Grantor's exercise of rights reserved under this Grant, especially the conduct of agricultural activities. Any such permission may be conditioned upon Grantees, or Grantees' designee, restoring the surface of the land to as near its original condition prior to such entry as reasonably possible at its own cost and within a reasonable time.

3. Grantor shall neither collect nor give permission to any person or entity to collect historical or cultural artifacts on or from any portion of the Protected Property, provided that Grantor may permit the State of Vermont, Division for Historic Preservation to collect historical or cultural artifacts on or from any portion of the property. All artifacts and objects of antiquity recovered from the Protected Property after the date of this Grant shall be the property of the Grantor unless otherwise agreed by Grantor.

4. This Section V shall not be construed to convey any right to the general public to have access to or otherwise use the Protected Property. The rights and interests under this Section V shall be separately assignable by Grantees with the prior approval of the Grantor, which approval shall not be unreasonably withheld.

VI. Enforcement of the Covenants and Restrictions.

Grantees shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Grantees may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantees shall have the right of reasonable access to the Protected Property. In the event that a Grantee becomes aware of an event or circumstance of non-compliance with this Grant, Grantee shall give notice to Grantor and the other Grantees of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action by Grantor sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. If Grantees, in their sole discretion, determine that the event or circumstance of noncompliance requires immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property as provided in the Purposes of this Grant, then Grantees may pursue their rights under this enforcement section without prior notice to Grantor. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, but which has caused Grantees to incur extraordinary costs, including staff time, in investigating the non-compliance and securing its correction, Grantor shall, at Grantees' request, reimburse Grantees for all such costs incurred in investigating the non-compliance and in securing its correction.

Failure by Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantees within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantees to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantees to corrective action on the Protected Property. If the court determines that Grantor has failed to comply with this Grant, Grantor shall reimburse Grantees for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. In the event that a Grantee initiates litigation and the court determines that Grantor has not failed to comply with this Grant and that one or more of Grantees have initiated litigation without reasonable cause or in bad faith, then the Grantee(s) who commenced the court proceedings shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees; provided, however, that this clause shall not apply to the VAAFM and the United States.

Grantor is responsible for the acts and omissions of persons acting on its behalf, at its direction or with its permission, and Grantees shall have the right to enforce against Grantor for events or circumstances of non-compliance with this Grant resulting from such acts or omissions. However, as to the acts or omissions of third parties other than the aforesaid persons, Grantees shall not have a right to enforce this Grant against Grantor unless Grantor: (i) is complicit in said acts or omissions, (ii) fails to cooperate with Grantees in all respects to halt or abate the event or circumstance of non-compliance resulting from such acts or omissions, or (iii) fails to report such acts or omissions to Grantees promptly upon learning of them. Nor shall Grantees institute any

enforcement proceeding against Grantor for any change to the Protected Property caused by natural disasters such as fire, flood, storm or earthquake.

Grantees shall have the right, but not the obligation, to pursue all legal and equitable remedies against any third party responsible for an event or circumstance of non-compliance with this Grant and Grantor shall, at Grantees' direction, assign its right of action against such third party to Grantees, join Grantees in any suit or action against such third party, or appoint a Grantee its attorney in fact for the purpose of pursuing an enforcement suit or action against such third party.

The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle Grantees to such equitable relief, including but not limited to injunctive relief, as the court deems just and appropriate. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantees at law, in equity, or through administrative proceedings.

No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantor shall impair Grantees' rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, when the event or circumstance of non-compliance occurred after termination of said prior owner's ownership of the Protected Property.

VII. Enforcement Right of United States of America.

Grantees covenant and agree that:

1. Grantees shall periodically monitor the Protected Property to assure compliance with the terms and conditions of this Grant and, if an event of non-compliance or violation is discovered, Grantees shall take all reasonable steps to secure compliance with this Grant, including efforts at securing voluntary compliance and, if necessary, appropriate legal action.

2. In the event that Grantees fail to enforce this Grant, the United States has a right to enforce this Grant, which shall be exercised by mailing a written notice (the "Notice") by certified mail to Grantees or the last known address of any successors or assigns. Said Notice shall declare that the right of enforcement is being exercised and shall state the specific event of non-compliance which caused the action. Grantees shall have a period of sixty (60) days from the date of their receipt of said Notice to correct the non-compliance. If, in the opinion of the United States, the non-compliance is not cured within said sixty (60) day period, the United States' right of enforcement shall become final. The rights of the United States contained in this Section shall not terminate or otherwise alter Grantees' interests in this Grant. The United States shall have the right to recover any and all administrative and legal costs from Grantee VHCB, including attorney's fees or expenses associated with any enforcement or remedial action as it relates to the enforcement of this Grant.

VIII. Option to Purchase at Agricultural Value.

Grantees shall have an option to purchase the Protected Property at its agricultural value in accordance with the terms and provisions of this Section VIII ("this Option"). This Option is an

integral part of this Grant and constitutes a restriction and a right and interest in real property that runs with the land. This Option shall be perpetual in duration and is given on the following terms and conditions. It is agreed that if Grantees exercise this Option, Grantor shall include in the conveyance of the Protected Property a legal right of ingress and egress for all uses which may be permitted under this Grant to and from South Street in a generally southerly direction on, over and across the existing farm road on the 40 acre parcel of land excluded from the Protected Property and described in Schedule A attached hereto, all at no additional cost to Grantees. The general location of said right of way is depicted as "ROW" on the Whitcomb Family Farm Plan.

1. **Option Trigger.** Grantor shall not sell, transfer or convey the Protected Property, in whole or in part, without first offering the Protected Property for sale to Grantees pursuant to this Section VIII; provided, however, that the following described transactions shall not trigger Grantees' rights under this Option:

- a) Any mortgage, pledge, or other assignment of the Protected Property to a lender as security for indebtedness, provided the Grantees' interest under this Option is treated as an interest in real estate such that in the event of foreclosure Grantees are deemed necessary parties defendant in such foreclosure case and have the right to redeem the Protected Property from the foreclosure action; and
- b) Any conveyance by the Grantor to Grantor's family, as the latter term is defined in Section IX below, by gift, inheritance, sale or other transfer; and
- c) Any conveyance of the Protected Property to a person who presently earns at least one-half of his or her annual gross income from the "business of farming," as that term is defined in Regulation 1.175-3 issued under the Internal Revenue Code of 1986 and who, in connection with the farming operations on the Protected Property, will continue to earn at least one-half of his or her annual gross income from the "business of farming" ("a Qualified Farmer"); and
- d) Any lease to a Qualified Farmer or a lease having a term of 15 years or less, including renewal rights; provided, however, that any such lease shall expressly provide that, unless otherwise agreed by Grantees, the lease shall terminate and possession shall be delivered free and clear of any rights of the tenant upon a closing of the sale of the Protected Property following exercise of this Option.

This Option shall apply to all other sales and conveyances of the Protected Property, including any sale or conveyance of any interest in the Protected Property including any conveyance by, or conveyance of any interest in a corporation, limited liability company, partnership or other holding entity.

2. **Notice of Intent to Sell.** Whenever Grantor receives an offer from a person or persons ("Buyer") to purchase or lease for a term in excess of fifteen (15) years, including renewal rights, all or any part of the Protected Property including an offer involving property other than the Protected Property ("the Offer"), and Grantor accepts the Offer subject to this Option, Grantor shall deliver to Grantees at their principal places of business by certified mail, return receipt requested a Notice of Intent to Sell, which notice shall include:

- a) A complete duplicate of the Offer, together with such other instruments as may be required to show the bona fides of the Offer; and
- b) A written description of the Buyer's training and experience as an agricultural producer and an agricultural business plan for the Protected Property, including a description of the agricultural activities to be conducted or facilitated by Buyer, proposed improvements to the Protected Property, and a statement of anticipated agricultural income and expenses for the three-year period following Buyer's acquisition of the Protected Property or, if Buyer has no such training and experience or intention of operating an agricultural business on the Protected Property, a written statement to that effect; and
- c) If the Buyer is purported to be a Qualified Farmer or family member, the documents necessary to establish the Buyer as such, including the Buyer's most recent federal income tax filing, if applicable; and
- d) The Grantor's current mailing address.

Information delivered to Grantees pursuant to this clause shall remain confidential and shall not be released to any person or entity not a party to this Grant, without the prior consent of Grantor.

3. **Exercise of Option.** This Option may be exercised by Grantees as follows:
 - a) A Grantee shall give written Notice of Intent to Exercise not more than thirty (30) days following receipt of the Notice of Intent to Sell described in Section VIII(2); failure by a Grantee to provide such notice shall constitute a waiver of its rights under this Option; and
 - b) Thereafter, Grantor and Grantee shall fix the purchase price for the Protected Property by establishing a Price Agreement in the manner described in Section VIII(4), below.
 - c) A Grantee shall exercise this Option by giving written Notice of Intent to Purchase not more than thirty (30) days following Grantor's and Grantee's establishment of the Price Agreement.

Notices required by this Section VIII(3) shall be delivered to Grantor either personally or by certified mail, return receipt requested to the address provided by Grantor in the Notice of Intent to Sell described in Section VIII(2), above. In the event that more than one Grantee exercises this Option, the Vermont Land Trust, Inc. shall have first priority, the Vermont Housing and Conservation Board second priority, and the Vermont Agency of Agriculture, Food and Markets third priority. The Grantee with highest priority which exercises this Option is hereafter referred to in Sections VIII(4), (5) and (6) as "Grantee."

4. **Purchase Price.** The Purchase Price shall be determined by mutual agreement of Grantor and Grantee; provided that if no such agreement can be reached, the purchase price of the land only shall be the greater of:

- a-1) \$380,000.00 plus an inflation adjustment determined by multiplying the foregoing value by 1 (one) plus the fractional increase calculated from the date hereof in the Consumer Price Index for all Urban Consumers, Northeast, All Items published by the Bureau of Labor Statistics, U.S. Department of Labor, or a successor index published by the United States government to the date of the Offer; or
- a-2) The full fair market value of all Protected Property land subject to the Offer (including the site of any structures) assuming its highest and best use is commercial agricultural production commonly occurring within the market area where the Protected Property is located on the date of the Offer, as determined by a mutually approved disinterested appraiser selected by Grantor and Grantee, with the expense of such appraisal divided equally between Grantor and Grantee. Permanently installed land improvements, such as in-ground irrigation systems, farm roads, and drainage tiling shall be considered part of the land. This appraisal shall take into consideration the permitted and restricted uses set forth in, and the impact on value caused by the Grant.

With respect to any agricultural, forestry or minor incidental structures and improvements in existence as of the date of the Offer, then in addition to the foregoing land value, the Purchase Price shall also include:

- b) The value of all such structures and improvements on the Protected Property as of the date of the Offer excluding all land (which is included in the Section VIII(4)(a) valuation, above). The value of the structures and improvements shall be determined using the replacement cost approach to valuation (i.e., the cost to replace the structures and improvements with those of comparable size and utility, less depreciation and functional obsolescence) by a mutually approved disinterested appraiser selected by Grantor and Grantee, with the expense of such appraisal divided equally between Grantor and Grantee.

With respect to any residence(s) in existence as of the date of the Offer, then in addition to the foregoing land value, the Purchase Price shall also include:

- c) The value of the residence and its appurtenant structures and improvements as of the date of the Offer excluding the value of the land upon which these structures sit (which is included in the Section VIII(4)(a) valuation, above). The value of the residence and appurtenant structures and improvements shall be determined using the replacement cost approach to valuation (i.e., the cost to replace the residence, structures and improvements with those of comparable size and utility, less depreciation and functional obsolescence) by a mutually approved disinterested appraiser selected by Grantor and Grantee, with the expense of such appraisal divided equally between Grantor and Grantee.

Grantor and Grantee shall establish the Purchase Price by either entering into a written agreement fixing the Purchase Price as provided in this Section VIII(4), within ten working days of reaching mutual agreement or, if no such agreement is reached, the Purchase Price shall be based upon the appraised values which shall be the Purchase Price unless another Purchase Price is mutually agreed upon in writing by the parties within ten working days after the last party's receipt of the

appraisals. The passage of said ten working days shall constitute the effective date of establishing the Purchase Price. ("Price Agreement")

5. **Entry onto the Protected Property.** After receiving the notice from Grantor described in Section VIII(2), above, and upon reasonable notice to the Grantor, the Grantee shall have the right to enter upon the Protected Property from time to time for the purpose of preparing for the purchase and disposition of the Protected Property, including but not limited to preparing appraisals, conducting soils tests or engineering studies, advertising, showing prospective buyers or assignees, or obtaining other information about the Protected Property. Grantee's entry onto or testing of the Protected Property shall be conducted in a manner that minimizes any disturbance to the land and to the use and enjoyment of the Protected Property by the Grantor or any tenants in possession.

6. **Closing of the Purchase.** If this Option is exercised, the parties shall close on the sale on or before thirty (30) days from the delivery of the Notice of Intent to Purchase described in Section VIII(3)(c), above, unless otherwise agreed. The following conditions shall apply to said closing:

- a) Grantor shall, by Vermont Warranty Deed, deliver good, clear, record and marketable title to the Protected Property, and an easement for access thereto for all uses which may be permitted under this Grant from Town Highway #__ (also known as South Street) in a generally southerly direction on, over and across the existing farm road on the 40 acre parcel of land excluded from the Protected Property and described in Schedule A attached hereto, in the general location depicted as "ROW" on the Whitcomb Family Farm Plan, to the Grantee, free of all liens or other encumbrances (including discharge or release of outstanding mortgages), sufficient for the Grantee to secure title insurance at Grantee's sole expense. Grantee agrees to accept title subject to (i) customary utility distribution easements, (ii) rights of the public to use roads laid out by municipalities, the state or federal government, (iii) rights of way and other easements that do not, in the Grantee's opinion, materially impair beneficial use of the Protected Property; and (iv) the terms and conditions of this Grant. The state of title to the Protected Property shall be determined by a title examination paid for by the Grantee.
- b) Grantor agrees to use reasonable efforts to deliver marketable title as set forth in Section VIII(6)(a), above. In the event Grantor is unable to give marketable title, then the Grantee may elect to terminate its exercise of this Option. The Grantee shall have the right to elect to accept such title as Grantor can deliver and to pay the purchase price without reduction.
- c) Grantor agrees to obtain at its sole expense any and all permits and approvals required under law or regulation for the conveyance of the Protected Property to Grantee under this Option. The parties shall extend the closing date as necessary to enable Grantor to obtain all such final permits and approvals.
- d) Grantor represents to Grantee that Grantor is not aware of any hazardous waste having been dumped or placed upon the Protected Property. Grantor will update this representation in writing upon the Grantee's delivery of the Notice of Intent to

Should no Grantee exercise this Option as provided in Section VIII(3), above, or should a Grantee fail to close following its delivery of the Notice of Intent to Purchase, Grantor may proceed to close on the sale to the Buyer on the terms and conditions described in the Notice of Intent to Sell, within twelve (12) months of the delivery of said Notice to Grantees. Provided, however, this Option shall remain in full force and effect with respect to all subsequent conveyances of the Protected Property, except as identified in Section VIII(1) above.

8. **Partial Assignment by Grantees.** A Grantee may partially assign its rights under this Option, provided:

- a) No such assignment shall be made prior to Grantor and Grantee establishing the Price Agreement described in Section VIII(4), above;
- b) Such assignment shall be in writing, with the assignee undertaking to discharge all obligations of Grantee with respect to purchase of the Protected Property, and a copy of the written assignment shall be delivered to Grantor;
- c) The assignee shall be a party which, in the reasonable opinion of the Grantee, will use or will facilitate the use of the Protected Property for commercial agricultural production; and
- d) The partial assignment shall pertain only to a single exercise of this Option in response to a discrete Notice of Intent to Sell delivered to Grantees. While no consent of Grantor shall be required for said single exercise, no Grantee shall otherwise assign all of its rights and interests under this Option without the prior written consent of Grantor.

IX. **General Provisions.**

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantees before commencing an activity or act, and where Grantees have designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantees. Grantor shall reimburse Grantees or Grantees' designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantees' approval; but not to include those costs which are expected and routine in scope. Upon the request of Grantor, Grantees shall deliver to Grantor, in written recordable form, any approval, disapproval, election, or waiver given by Grantees pursuant to this Grant.

2. Grantor agrees that the construction of any buildings, structures, or improvements, or any use of the land otherwise permitted under this Grant, or the subdivision and separate conveyance of any land excluded from this Grant in Schedule A attached hereto, shall be in accordance with all applicable ordinances, statutes, and regulations and at Grantor's sole expense.

3. It is further agreed that the Protected Property is accurately depicted and described in both the Whitcomb Family Farm Plan and a Baseline Documentation Report ("BDR") signed by the original Grantor on or about the date of this Grant and held by Grantee VLT, on behalf of all

Grantees. Grantees may use the Whitcomb Family Farm Plan or BDR in enforcing this Grant, but are not limited in their use of the Whitcomb Family Farm Plan and BDR to show a change of conditions.

4. Grantees shall transfer the development rights, option to purchase, and conservation easement and restrictions conveyed by Grantor herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

5. Due to the federal interest in this Grant, the Grant may not be extinguished by eminent domain without the advance approval of the United States. Upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Protected Property, Grantor shall notify Grantees and the United States, in writing, within fifteen (15) days of receipt of said notification. Any proceeds from extinguishment shall be allocated between Grantor and Grantees in accordance with the value of their respective interests as determined by an appraisal commissioned by Grantees at the time of extinguishment; provided, however, that the allocation of proceeds to Grantees shall be no less than 63.8% of the full fair market value of the Protected Property exclusive of the value of improvements. Grantor and Grantees agree that 63.8% is the relative value of the conservation restrictions as compared to the unrestricted value of the Protected Property as of the date of this Grant. Grantees shall use any proceeds from extinguishment to preserve undeveloped and open space land in order to protect the aesthetic, agricultural, educational, scientific, forestry and natural resources of the State through non-regulatory means. The United States shall receive, at the time this Grant is extinguished or terminated, its share of the Grant based on the appraised fair market value of this Grant at the time this Grant is extinguished or terminated. The United States' share shall be proportionate to its percentage of its original investment. Since the proportional share of the United States in the fair market value of VHCB's interest in this Grant is ___ percent (___%), the proportional share applicable to the amount of any proceeds from extinguishment received by VHCB shall be ___% for the United States and ___% for VHCB.

6. In any deed or lease conveying an interest in all or part of the Protected Property, Grantor shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that said easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify Grantees of the name(s) and address(es) of Grantor's successor(s) in interest.

7. Grantees shall be entitled to re-record this Grant, or to record a notice making reference to the existence of this Grant, in the Town of Essex Land Records as may be necessary to satisfy the requirements of the Record Marketable Title Act, 27 V.S.A., Chapter 5, Subchapter 7, including 27 V.S.A. §§603 and 605.

8. While title is herein conveyed to Grantees as tenants in common, the rights and interests described in this Grant, including enforcement of the conservation easement and restrictions, may be exercised by Grantees collectively, or by any single Grantee individually; provided, however, that court enforcement action by a single Grantee shall foreclose action on the same issue(s) by the other Grantees who shall be bound by the final determination.

9. The term "Grantor" includes the successors and assigns of the original Grantor, Whitcomb Family, LLC. The term "Grantees" includes the respective successors and assigns of the original Grantees, VLT, VAAF and VHC. The term "family" includes: (a) any spouse of Grantor and any persons related to Grantor by blood to the 4th degree of kinship or by adoption, together with spouses of family members, (b) a corporation, partnership or other entity which is wholly owned and controlled by Grantor or Grantor's family (as defined herein), (c) any estate of Grantor or Grantor's family, and (d) all owners of a Grantor corporation, partnership, trust or other entity who are related to each other by blood to the 4th degree of kinship or by adoption, together with spouses of family members.

10. Grantor shall pay all real estate taxes and assessments on the Protected Property and shall pay all other taxes, if any, assessed in lieu of or in substitution for real estate taxes on the Protected Property.

11. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any environmental law relating to the operations or conditions of the Protected Property. Grantor further warrants that Grantor has no actual knowledge of a release or threatened release of hazardous materials, as such substances and wastes are defined by applicable federal and state law.

12. Grantor hereby promises to hold harmless and indemnify Grantees and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the Protected Property, including but not limited to, ones arising from or connected to release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any environmental laws by Grantor or the actions or inactions of Grantor as owner or operator of the premises, or those of Grantor's agents. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantees to Grantor with respect to the Protected Property or any restoration activities carried out by Grantees or the United States at the Protected Property.

13. If any Grantee takes legal title to Grantor's interest in the Protected Property, the Grantee acquiring title shall commit the monitoring and enforcement of the Grant to another Grantee until the Grantee acquiring title conveys title to a successor Grantor.

14. This Grant is created pursuant to Chapter 34 of Title 10, Conservation and Preservation Rights and Interests (10 V.S.A. 821-823) and Chapter 155 of Title 10, Acquisition of Interests in Land by Public Agencies (10 V.S.A. 6301 – 6309), and this Grant shall be governed by and construed in accordance with the laws of the State of Vermont to effectuate the Purposes of the Grant. In the event that any provision or clause in this Grant conflicts with applicable law, such conflict shall not affect other provisions hereof which can be given effect without the conflicting provision. To this end the provisions of this Grant are declared to be severable.

15. Amendment or Modification of Grant – This Grant may be amended or modified only if such amendment or modification furthers or is consistent with the Purposes of this Grant. Any amendment or modification must be mutually agreed upon by the Grantor and Grantees under this Grant, comply with all applicable laws and regulations, and be signed and duly recorded. The United States must receive timely notice of the proposed amendment and/or modification prior to signing and recordation. No substantive amendment shall be made without the express written

approval of NRCS.

16. **Boundary Line Adjustments.** Boundary line adjustments may be permitted by Grantees either by approval or by amendment. The approval of only the Grantees is required in the case of an amendment or other action related to boundary adjustments: (i) for technical errors made in the survey or legal description of the Protected Property; or (ii) where the acreage of the Protected Property will be increased; or (iii) where the acreage of the Protected Property will not decrease by the greater of 1% of its original acreage or 2 acres. All other boundary line adjustments must also be approved by the United States. If necessary, an amendment to Schedule A of this Grant shall be properly executed and duly recorded.

17. **Subordination** – Any mortgage or lien arising after the date of this Grant shall be subordinate to this Grant.

18. **Merger.** The Grantor and Grantees explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of this Grant are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Protected Property by or to the local grantee, the United States, or any successor or assignee will be deemed to eliminate the terms of this Grant, or any portion thereof, pursuant to the doctrine of “merger” or any other legal doctrine.

INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted development rights, option to purchase, right of way, and a perpetual conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantees, **VERMONT LAND TRUST, INC., VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS, and VERMONT HOUSING AND CONSERVATION BOARD**, their respective successors and assigns, and the UNITED STATES and its assigns to the extent of its enforcement rights, to their own use and behoof forever, and the said Grantor, **WHITCOMB FAMILY, LLC**, for itself and its successors and assigns, does covenant with the said Grantees and the UNITED STATES, their successors and assigns, that until the ensealing of these presents, it is the sole owner of the premises, and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record, not intending hereby to reinstate any interest or right terminated or superseded by this Grant, operation of law, abandonment or 27 V.S.A. Ch. 5, Subch. 7; and it hereby engages to warrant and defend the same against all lawful claims whatever, except as aforesaid.

I herein set my hand at _____, Vermont this ____ day of _____, 2014.

GRANTOR
Whitcomb Family, LLC

By: _____
Lorenzo Whitcomb

By: _____
Margaret Whitcomb Armstrong

By: _____
Onan Whitcomb

By: _____
Polly Whitcomb McEwing, Trustee
of the Polly Whitcomb McEwing Trust

By: _____
_____, Trustee
of the Edward Morton Whitcomb Family
Trust

STATE OF VERMONT
_____ COUNTY, ss.

At _____, this ___ day of _____, 2014, Lorenzo Whitcomb, Margaret Whitcomb Armstrong and Onan Whitcomb, members of Whitcomb Family, LCC, personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and the free act and deed of Whitcomb Family, LLC, before me.

Notary Public
My commission expires: 02/10/2015

STATE OF VERMONT
_____ COUNTY, ss.

At _____, this ___ day of _____, 2014, Polly Whitcomb McEwing, member of Whitcomb Family, LCC and Trustee of the Polly Whitcomb McEwing Trust, personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of Whitcomb Family, LLC and Polly Whitcomb McEwing Trust, before me.

Notary Public
My commission expires: 02/10/2015

STATE OF VERMONT
_____ COUNTY, ss.

At _____, this ____ day of _____, 2014, _____ member of Whitcomb Family, LCC and Trustee of the Edward Morton Whitcomb Family Trust, personally appeared and ___ acknowledged this instrument, by ___ sealed and subscribed, to be ___ free act and deed and the free act and deed of Whitcomb Family, LLC and Edward Morton Whitcomb Family Trust, before me.

Notary Public
My commission expires: 02/10/2015

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

Date
By: _____
Its Duly Authorized Agent

The Natural Resources Conservation Service, United States Department of Agriculture, an agency and Department of the United States Government, hereby accepts and approves the foregoing conservation easement deed and the rights conveyed therein, on behalf of the United States of America.

State Conservationist
Natural Resources Conservation Service
United States Department of Agriculture

COUNTY OF _____)
STATE OF VERMONT)

On this ____ day of _____, 2014, before me, the undersigned, a notary public in and for the State, personally appeared _____ known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that he or she is the State Conservationist of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency and acknowledged and accepted the rights conveyed by the deed to be his or her voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

Notary Public, State of Vermont
My Commission Expires 02/10/2015

SCHEDULE A
PROTECTED PROPERTY

Being all and the same lands and premises, with any and all structures and improvements that may be situated thereon, conveyed to Grantor by:

1. Trustee Deed of Polly Whitcomb McEwing (formerly Polly Bosworth Whitcomb) and Margaret W. Armstrong, co-Trustees of the Edward Morton Whitcomb Family Trust, u/t/a dated February 2, 1998, said deed being dated February 3, 2005, and recorded in Book 639, Page 287 of the Essex Land Records;
2. Trustee Deed of Polly Whitcomb McEwing, Trustee of the Polly Whitcomb McEwing Revocable Trust, u/t/a dated February 2, 1998, and amended September 11, 2002, said deed being dated February 3, 2005, and recorded in Book 639, Page 282 of the Essex Land Records; and
3. Warranty Deed of Margaret W. Armstrong, Onan E. Whitcomb, and Lorenzo D. Whitcomb, dated February 3, 2005, and recorded in Book 639, Page 290 of the Essex Land Records.

Excepted and excluded from this description of the Protected Property are the following two parcels of land:

1. A parcel located at the terminus of South Street that contains forty (40) acres, more or less, (excluding the road right of way which is assumed to be 3 rods wide), and the perimeter of which is more particularly described as follows, all bearings are referenced to "Grid North:"

Beginning at the intersection of the southerly edge of the South Street right of way and the easterly boundary of Grantor; thence proceeding
Southerly a distance 215 feet, more or less, along the easterly boundary of Grantor to a point;
thence turning and proceeding
South 67° West a distance of 270 feet, more or less, along the Protected Property to a point; thence
turning and proceeding
South 40° West a distance of 350 feet, more or less, along the Protected Property to a point; thence
turning and proceeding
South 10° West a distance of 425 feet, more or less, along the Protected Property to a point; thence
turning and proceeding
South 27° West a distance of 790 feet, more or less, along the Protected Property to a point; thence
turning and proceeding
North 50° West a distance of 200 feet, more or less, along the Protected Property to a point; thence
turning and proceeding
North 27° West a distance of 400 feet, more or less, along the Protected Property to a point; thence
turning and proceeding
North 04° East a distance of 280 feet, more or less, along the Protected Property to a point; thence
turning and proceeding
North 20° East a distance of 425 feet, more or less, along the Protected Property to a point; thence
turning and proceeding
North 03° East a distance of 300 feet, more or less, along the Protected Property to a point; thence

turning and proceeding
North 28° West a distance of 225 feet, more or less, along the Protected Property to a point; thence turning and proceeding
North 73° West a distance of 500 feet, more or less, along the Protected Property to a point; thence turning and proceeding
North 20° East a distance of 925 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 66° East a distance of 205 feet, more or less, along the Protected Property to a point; thence turning and proceeding
North 78° East a distance of 280 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 80° East a distance of 300 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 10° West a distance of 425 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 17° West a distance of 340 feet, more or less, along the Protected Property to a point on the northerly edge of the South Street right of way; thence proceeding
South 17° West a distance of 50 feet, more or less, across South Street to a point on the southerly edge of the right of way; thence turning and proceeding
Easterly a distance of 675 feet, more or less, along the southerly edge of the South Street right of way to the point of beginning.

2. A one hundred and fifty-three (153) acre parcel located at the southerly end of land of Grantor, and is more particularly described as being all the land of Grantor situated southerly and easterly of the following described line, all bearings are referenced to "Grid North:"

Beginning at a point on the easterly boundary of Grantor, said point being the following two courses along said easterly boundary from its intersection with the southerly edge of the South Street right of way:
Southerly a distance of 521.01 feet, more or less, along the easterly boundary of Grantor to a point; thence turning and proceeding
Southeasterly a distance of 230 feet, more or less, along the easterly boundary of Grantor to the point of beginning; thence proceeding
South 70° West a distance of 170 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 35° West a distance of 380 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 00° West a distance of 640 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 12° West a distance of 325 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 48° West a distance of 420 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 66° West a distance of 280 feet, more or less, along the Protected Property to a point; thence turning and proceeding
North 75° West a distance of 575 feet, more or less, along the Protected Property to a point; thence turning and proceeding

North 45° West a distance of 500 feet, more or less, along the Protected Property to a point; thence turning at a right angle and proceeding
South 45° West a distance of 1,010 feet, more or less, along the Protected Property to a point on the westerly Boundary of Grantor along the Winooski River.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon lying on both sides of South Street, in the Village of Essex Junction, Town of Essex, Vermont, except as excluded above, and generally described as containing 271 acres, more or less.

In the event of a conveyance of all or any portion of the Protected Property separate from the above-described 40 acre excluded parcel or a conveyance of said excluded parcel (or the portion thereof upon which the hereinafter referenced existing driveway is located) separate from the Protected Property, the Grantor shall convey or reserve an easement for access for all uses which may be permitted on the Protected Property under this Grant from the southerly side of South Street, on, over and across the existing farm road on said excluded parcel to the Protected Property in the location depicted as "ROW" on the Whitcomb Family Farm Plan.

Grantor does freely give, grant, sell, convey and confirm unto Grantees, and their respective successors and assigns, forever, a non-exclusive, perpetual and separately assignable easement for a right-of-way; said easement being on, over, under and across that certain 40 acre parcel of land described above as being excluded from the Protected Property, and being more particularly described as follows:

An easement twenty (20) feet in width for limited pedestrian and vehicular access on, over, under and across the existing driveway running from the southerly side of South Street in a generally southerly direction to the Protected Property. Said access is depicted as "ROW" the Whitcomb Family Farm Plan.

Such access shall be for limited pedestrian and vehicular use for the purposes of monitoring and enforcement by Grantees in connection with this Grant. No public use or access is permitted by this conveyance. The rights conveyed herein are in addition to, not in lieu of, the covenants and restrictions otherwise conveyed by this Grant.

NOTICE: Unless otherwise expressly indicated, the descriptions in this Schedule A and in any subsequent Schedules are not based on a survey or subdivision plat. The Grantor and Grantees have used their best efforts to depict the approximate boundaries of the Protected Property and any excluded parcels, complexes or special treatment areas on a plan entitled "Vermont Land Trust – Whitcomb Family Farm, Town of Essex, Chittenden Co., VT, _____ 2014" signed by the Grantor and VLT (referred to throughout this Grant and its Schedules as "Whitcomb Family Farm Plan"). The Whitcomb Family Farm Plan is based upon Vermont Base Map digital orthophotos and other information available to VLT at the time of the Plan's preparation. Any metes and bounds descriptions included in the Schedules herein are approximate only. They are computer generated and are not the result of field measurements or extensive title research. The Whitcomb Family Farm Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantor and Grantees in establishing the approximate location of the areas described and for administering and interpreting the terms and conditions of this Grant. No monuments have been

placed on the ground. The Whitcomb Family Farm Plan is kept by VLT in its Stewardship Office. **The Whitcomb Family Farm Plan is not a survey and must not be used as a survey or for any conveyance or subdivision of the land depicted thereon.**

Grantor and Grantees do not intend to imply any limitation on the area of land included in this description, should a survey determine that additional land is also encumbered by the Grant. If, in the future, the Grantor or Grantees shall prepare a survey of the Protected Property, of any portion thereof, or of any excluded lands, and that survey is accepted by the other party or confirmed by a court, the descriptions in the survey shall control.

Reference may be made to the above described deed and record, and to the deeds and records referred to therein, in further aid of this description.



Patrick Scheidel
Village Manager
PatS@essexjunction.org

2 Lincoln Street
Essex Junction, VT 05452
www.essexjunction.org

Office: (802) 878-6944
Fax: (802) 878-6946

MEMORANDUM

TO: Village Trustees
FROM: Pat Scheidel, Village Manager *PCS*
DATE: December 4, 2013
SUBJECT: Donation for the Whitcomb Farm Conservation Project

Issue

The issue is whether or not the Trustees approve a donation of \$20,000 from the Land Acquisition Fund to Vermont Land Trust to be used for the Whitcomb Farm Conservation Project.

Discussion

At the Village Annual Meeting on April 3, 2013, Village voters approved a donation of up to \$20,000 from the Land Acquisition Fund for the Whitcomb Farm Conservation Project (see attached minutes.) The funds are part of a purchase of a conservation easement.

Cost

The donation will be taken out of the Land Acquisition Fund, which has current balance of \$100,298.

Recommendation

It is recommended that the Trustees approve a donation of \$20,000 to the Vermont Land Trust for the Whitcomb Farm Conservation Project, in accordance with the approval of Village voters on 4/3/13.

projects. George Dunbar, III suggested staying within the \$500,000 limit by pulling projects into FY14. President Tyler explained \$400,000 from the approved budget would be moved into the Capital Reserve Fund to be used for capital projects such as street repairs and sidewalks. There is a \$500,000 maximum limit on the fund and the request is to increase that limit to \$750,000 because there are projects to be done with significant cost (for example, reconstruction of Briar Lane will cost \$1 million). The increase will not impact taxes, but rather is movement of money within the approved budget.

- Sarah Michelle Stultz asked about the age of the village water and sewer lines and if transferring the funds would be helpful. Jim Jutras stated the age of the lines varies throughout the community. The village is an active participant in assessing the quality of the lines per the national rating system and has a grade of 1-3 indicating good operating capacity for the next 10-15 years. The water and sewer departments have separate capital reserves dedicated to the water supply and sewer system.

There were no further comments.

VOTING: majority of ayes; motion carried. Article 3 is adopted.

ARTICLE 4: Shall the voters approve a donation of up to \$20,000 from the Land Acquisition Fund to Vermont Land Trust to be used for the Whitcomb Farm Conservation Project pending approval of the Trustees?

MOTION by Deb Wright, **SECOND** by Sarah Stultz, to approve Article 4 as read.

DISCUSSION: Trustee Elaine Sopchak explained the \$20,000 will be used by Vermont Land Trust to purchase an easement on the Whitcomb Farm to keep the farm in agricultural use in perpetuity. The Whitcomb family will still own the property and pay taxes to the village. Vermont Land Trust is raising \$100,000 locally and is requesting a contribution of up to \$20,000 from the village. The Trustees last year moved \$220,000 from the Land Acquisition Fund to the Capital Reserve Fund. There is \$100,000 remaining in the Land Acquisition Fund.

PUBLIC COMMENTS

- Chuck Barry asked if the entire farm will be conserved. Trustee Sopchak stated there is an area for farm buildings and a solar array that is not part of the conservation project. The solar array is to provide power to the farm buildings on the property.
- John McCann noted the 23 acres excluded from the conservation easement is premium land while the land going into conservation appears to be floodplain. Trustee Sopchak clarified the 23 acre area not included in the conservation easement is where the farm's solar panel array will be located. The conservation easement will keep the balance of the farm property, a third of which is not in the floodplain, in agricultural use in perpetuity and help keep storm water runoff from the village out of the river. The portion of the farm not included in the easement will remain private property (owned by the Whitcomb family) and the village cannot dictate how the land will be used. The Whitcomb Farm has chosen to install a solar array on 23 acres.
- Sarah Strum asked what happens if Vermont Land Trust cannot raise \$100,000, but the village has approved donating \$20,000. Trustee Sopchak said the money will not be spent until the closing on the property. Vermont

Land Trust is responsible for raising the bulk of the \$100,000 required and if the money is not raised then no funds will be spent.

- Nick Meyer spoke in full support of the Vermont Land Trust project that will preserve for future generations a large contiguous land parcel in the village with the best soils in the state.
- Deb Wright, Hayden Street, expressed appreciation to the Whitcomb family for allowing people to walk their dogs on the property and enjoy the open space. Vermont Land Trust needs help in preserving farmland and open land in Vermont which benefits all directly and indirectly.
- George Dunbar, III asked if the farm is compelled to allow public access to the land if the money is appropriated. Mr. Dunbar also asked if the solar panels were reviewed by the village planning commission. Trustee Sopchak said the solar panel array has not been reviewed by the planning commission. Regarding public access to the land, a condition of use of village money is that the land is open to the public for recreation use in the broadest sense.

The assemblage voted unanimously to allow Allen Karnatz with Vermont Land Trust to speak about the conservation project.

- Mr. Karnatz explained the work with the Whitcomb family for the past year and a half on the terms of the easement and allowing public access for recreational use. The easement does not prohibit the Whitcomb family from posting the land, but the family has been generous over the years with regard to public access to the land and this is anticipated to continue.

CONTINUED DISCUSSION ON MOTION:

- Glenn Rogers, 17 Fairview Drive, encouraged support of the request since the farm is an excellent piece of property in agricultural use and the last large open parcel in the village. There was mention of potential future uses on the property beyond a dairy operation, such as growing fruits, vegetables, having community gardens. The solar farm is long term (25 year lease) and the acreage where the array is located will likely go back to agricultural use or remain in solar at the end of the lease period.
- Mike Beebe asked for further explanation of the excluded areas. Allen Karnatz said in addition to the area for farm buildings and the solar array there are eight acres of “special treatment area” with natural heritage and rare plants and species. The agreement stipulates the special treatment area will never be cleared and always in forest. There are 10 acres off Cascade Street that will be retained by the Whitcomb family and is not part of the easement because Vermont Land Trust has a limitation on the amount of money that can be raised.

CALL THE QUESTION by Claire Wilcox, **SECOND** by Harlan Smith. **VOTING ON CEASING DISCUSSION:** unanimous; motion carried. Discussion ceased.

VOTING: majority of ayes; motion carried. Article 4 is adopted.

ARTICLE 5: Shall the voters approve holding the 2014 Annual Meeting on Wednesday, April 2, 2014 to act upon any articles not involving voting by Australian ballot and to reconvene on Tuesday, April 8, 2014 to vote for the village officers and transact any business involving voting by Australian ballot?

MOTION by Leo Couture, **SECOND** by Chuck Barry, to approve Article 5 as read.

DISCUSSION: None.

VOTING: unanimous; motion carried. Article 5 is adopted.

***VOLUNTEER OPPORTUNITY
AVAILABLE***

The Village of Essex Junction is looking for a citizen to fill an unexpired term on the Bike/Walk Advisory Committee through June 2014. The eight-member committee is appointed by the Board of Trustees and meets monthly to discuss how to advance Essex Junction as a friendly bicycling and walking community.

Any interested Village resident may submit a letter of interest to the Village Manager, 2 Lincoln St., Essex Jct., VT 05452 by November 30, 2013 or email admin@essexjunction.org.



MEMORANDUM

TO: Village Trustees and Pat Scheidel, Village Manager.
FROM: Robin Pierce, Development Director. *RJP*
DATE: 12/10/13.
SUBJECT: Amtrak Train Station

Issue The issue relates to the desire of some residents to improve the aesthetic appearance of the train station.

Discussion There has been a lot of energy around the potential to improve the appearance of the train station on Railroad Avenue. Currently the building has, in essence, four tenants; Amtrak, Sprint, CCTA, and New England Central Railroad (NECR). The building is owned by NECR and is not in violation of any Village regulations. Efforts in the past have been stymied by a lack of funds to improve the appearance of the building. NECR has been open to discussions regarding improvements to the structure. A funding source has not been found that would accommodate either of the two proposals that were developed that varied in cost from around \$275,000 to over a million dollars.

Cost Unless a funding source can be found, or a local fundraising effort is started, it seems the only route to improve the aesthetics of the building is to have the Trustees take out a bond, or allocate resources from the Village budget.

Recommendation

It is recommended that the Trustees consider the cost benefit implications of improving the visual appearance of the building with Village funds.

MEMORANDUM

TO: Patrick Scheidel / Governing Board
FROM: Randy Viens, Assessor
DATE: 12/4/13
RE: **Encore Redevelopment / Whitcomb Farms Tax Stabilization Agreement**

Issue:

The issue is whether or not this governing body will grant the request of Encore Redevelopment / Whitcomb Farm to enter into a twenty five-year tax stabilization agreement for a portion (approximately 14 acres) of the property located at 314 South Street owned by Whitcomb Family LLC.

Discussion:

In a letter to the Board dated November 27, 2013 Encore Redevelopment requested consideration for tax stabilization from the Town of Essex.

The Whitcomb Farm Solar Project will use approximately 14 acres of land from the 446.66 total acres. Currently 434.36 acres (including the 14 acres) are enrolled in the state Current Use program, significantly reducing the taxes generated to the Town of Essex.

Act 127 requires projects over 10kw to pay a uniform tax to the education fund of \$4/kW.

The law requires municipalities to assess the solar plants at Fair Market Value and apply the municipal tax rate. The Tax Department was directed to give guidance through Property Valuation and Review and they have recommended the income approach based on the Sandia Laboratories valuation model.

Attached is a spread sheets illustrating the current taxes generated from the 14 acres in Current Use and the taxes generated with the 14 acres still as farm land and not in the Current Use Program.

There are also columns showing an estimate if the project were to be assessed at Fair Market Value (As directed by the State) and the potential tax revenue. A second set of columns gives a value with a 50% reduction and the associated taxes.

These estimates are based on the average combined Municipal rate increases of 0.01699 from the 2007 reappraisal year to FYE 2013.

The only issue that needs to be addressed is paragraph 4 of the proposed "Tax Stabilization Agreement". It states "the underlying real estate would not be affected by the Project or this Agreement". Under Act 127, the taxation or exemption of land associated with a solar plant is not affected by the new law. If the land is exempted, then the rest of the taxpayers would be liable for the education portion of the taxes through the Local Agreement Tax Rate.

Encore's Proposal is to set an annual tax that is flat throughout the term of the agreement. After discussions with the Finance Department this creates a difficulty in the process of setting a tax rate as well as when filing form 427 for the State of Vermont. This would make it difficult for the Assessor to place an annual assessment value on the project.

The preferred method would be to reduce the assessment by 50% which would result in approximately the same reduction over the term on the agreement.

Cost:

There is no loss of revenue to the municipality, only additional revenue gained over the 25 years of the agreement.

Recommendation

It is recommended that this body enter into an agreement with Encore Redevelopment.

Whitcomb Farm - 25 Year Valuation

(Based on Sandia Model)

YEAR	Value	50% of Value	Tax Rate		50% Tax Reduction	Current Taxes on 14 Acres in Current Use	
			W/Avg. Increase	Taxes		Assessment	Taxes
1	\$5,815,600	\$2,907,800	\$0.7152	\$41,593	\$20,797		
2	\$5,738,400	\$2,869,200	\$0.7322	\$42,016	\$21,008		
3	\$5,654,600	\$2,827,300	\$0.7492	\$42,363	\$21,181		
4	\$5,563,000	\$2,781,500	\$0.7662	\$42,621	\$21,311		
5	\$5,462,700	\$2,731,350	\$0.7831	\$42,781	\$21,390		
6	\$5,352,200	\$2,676,100	\$0.8001	\$42,825	\$21,412		
7	\$5,230,200	\$2,615,100	\$0.8171	\$42,737	\$21,368		
8	\$5,094,900	\$2,547,450	\$0.8341	\$42,497	\$21,248		
9	\$4,944,300	\$2,472,150	\$0.8511	\$42,080	\$21,040		
10	\$4,776,200	\$2,388,100	\$0.8681	\$41,461	\$20,730		Annual Taxes if Not in Current Use \$318.12
11	\$4,588,000	\$2,294,000	\$0.8851	\$40,607	\$20,303		
12	\$4,376,700	\$2,188,350	\$0.9020	\$39,480	\$19,740		
13	\$4,139,000	\$2,069,500	\$0.9190	\$38,039	\$19,019		
14	\$3,870,900	\$1,935,450	\$0.9360	\$36,232	\$18,116		
15	\$3,567,900	\$1,783,950	\$0.9530	\$34,002	\$17,001		
16	\$4,299,500	\$2,149,750	\$0.9700	\$41,705	\$20,852		ENCORE REQUEST
17	\$4,069,100	\$2,034,550	\$0.9870	\$40,161	\$20,081		Annual Tax \$17,600
18	\$3,809,500	\$1,904,750	\$1.0040	\$38,246	\$19,123		25 Year Taxes: \$440,000
19	\$3,516,300	\$1,758,150	\$1.0209	\$35,900	\$17,950		
20	\$3,184,600	\$1,592,300	\$1.0379	\$33,054	\$16,527		
21	\$2,808,600	\$1,404,300	\$1.0549	\$29,628	\$14,814		
22	\$2,381,900	\$1,190,950	\$1.0719	\$25,532	\$12,766		
23	\$1,896,900	\$948,450	\$1.0889	\$20,655	\$10,328		
24	\$1,345,000	\$672,500	\$1.1059	\$14,874	\$7,437		
25	\$716,500	\$358,250	\$1.1229	\$8,045	\$4,023		
				25 Yr. Total	\$899,133	\$449,566	
Average	\$4,088,100			Average	\$35,965	\$17,983	

2007 Tax Rate	0.5963
2013 Tax Rate	0.7152
Average Annual Increase	0.01699



November 27, 2013

Village of Essex Junction, Vermont
Pat Scheidel, Village Manager
2 Lincoln Street
Essex Junction VT 05452

RECEIVED
DEC 02 2013

Town of Essex, Vermont
Pat Scheidel, Town Manager
81 Main Street
Essex Junction, Vt. 05452

Village of Essex Junction

SUBJECT: Tax Stabilization Agreement for Whitcomb Farm Solar Project

Dear Pat,

Thanks to you and Randy for taking time to discuss the proposed tax stabilization agreement for ERWR Whitcomb Farm Solar, LLC for a potential 2.2MW project to be located on the Whitcomb Farm in Essex Junction, VT. As discussed, in order to finance and build a project of this scale, lenders require a tax agreement providing a certain stream of tax payments over the life of the project.

The project is an integral piece of the Whitcomb Family's goal of keeping the farm in productive agricultural use and available as accessible open space for the residents Essex and Essex Junction. We believe this project is also aligned with the 2013 Comprehensive Village Plan in that it will encourage the availability of renewable energy resources in the Village. At the same time, it will not require services/expense from the Village or Town such as water, sewer, fire or police service.

Under Vermont's ACT 127, the Project will be required to pay Uniform Capacity Tax of \$8,800 per year (\$4K/MW) towards the education fund. Under the enacted legislation, such plants may be exempted from municipal property taxes, or have their value stabilized by the municipality, without incurring any liability from the education fund.

In addition to the Uniform Capacity Tax, ERWR Whitcomb Farm Solar, LLC proposes to pay an additional amount of \$ 17,600 per year (or \$8K/MW) in municipal taxes for the 25 year term, totaling \$440,000 over the life of the project. This amount could be allocated among the Village, Town and recreational funds at their own agreement and discretion.

While at a considerable expense to the project, we believe this methodology offers the Village, Town and the Project with predictable cash flows that can be budgeted on an annual basis. This capacity-based tax provides for simplified valuation and streamlined accounting that is not exposed to annual fluctuations in production, regulatory changes in electric rates, or annual depreciation of the equipment.

With the goal of financing the project by the end of year, we request approval from the Town and Village authorities as soon as possible. We welcome your feedback and are glad to present more information at the upcoming trustee or select board meetings.

With regards,



Chad Farrell
Encore Redevelopment
On behalf of ERWR Whitcomb Farm Solar, LLC

Cc: Whitcomb Family, LLC, (Polly Whitcomb & Meg Armstrong)

TAX STABILIZATION AGREEMENT

ERWR WHITCOMB FARM SOLAR, LLC

This Agreement is made on this ____ day of _____, 2013, by and between the Village of Essex Junction, Vermont, a Vermont municipal corporation (hereinafter referred to as the "Village"), the Town of Essex, Vermont, a Vermont municipal corporation (hereinafter referred to as the "Town") and ERWR Whitcomb Farm Solar, LLC, a Vermont limited liability company (hereinafter referred to as the "Owner").

Whereas, Vermont Statute (Title 32, 3602(a)) treats all energy generation equipment as real property. Further, Section 6.16 Assessment and Taxation Agreement between the Village of Essex Junction, Vermont, Charter, grants authority to the Village Trustees to negotiate and execute assessment and taxation agreements between the Village of Essex Junction and a taxpayer. Section 804 of Town Charter provides the same authority to Select Board. It is agreed as follows:

- 1) **REAL PROPERTY.** For purposes of this Agreement, the property included is the proposed 2.2MW solar generating station including solar panels, foundations,

cabling, inverters, transformers, road, security fence and auxiliary equipment to be owned by Owner (the "Project") which shall be located on an approximate 15 acre area referenced in Assignment of Lease Option Agreement (recorded in Volume 908 at Page 583) within the 446.66 acre parcel owned by Whitcomb Family, LLC (Parcel 100500100).

- 2) **TERM.** This Agreement shall be for a Term of twenty-five (25) years commencing on the Commissioning Date as defined as the first time the plant is put into operation following initial construction, consistent with the Project's Power Purchase Agreement with VEPP Inc. under the Vermont SPEED program. This Agreement shall be renewed for two subsequent five year terms if neither party elects to terminate it in writing.

- 3) **STABILIZATION.** Owner agrees to pay a fixed annual amount of \$17,600 (equivalent to \$8,000/MW, or \$8/kW) for the full Term of this Agreement. Payment will be made by Owner in two installments per year of \$8,800 each payable on the annual property tax installment dates. These monies can be allocated among the Village funds, Town funds and recreational funds at their own agreement and discretion. Parties agree that Owner is not liable for any disputes between the Village and Town resulting from claims against one another. This payment does NOT include the \$8,800 annual Uniform Capacity Tax pursuant to Act 127, Section 1.32 V.S.A. Chapter 215 for the establishment of education fund.

- 4) **OTHER MATTERS.** The Town and Village agree that the assessment and taxation of the underlying real estate owned by Whitcomb Family, LLC shall not be affected by the Project or this Agreement. This Agreement shall cover any and all increase in assessed value of the Whitcomb Family, LLC property attributable to the Project for municipal property tax purposes during the Term.

IN WITNESS WHEREOF, the Village and Town has caused this Agreement to be duly executed their authorized representatives, and the Owner has caused the same to be executed by its duly authorized representative.

VILLAGE OF ESSEX JUCTION, VERMONT

Signed: _____

WITNESS: _____

By: _____

TOWN OF ESSEX, VERMONT

Signed: _____

WITNESS: _____

By: _____

ERWR WHITCOMB FARM SOLAR, LLC

Signed: _____

WITNESS: _____

By: _____



MEMORANDUM

TO: Village Trustees and Pat Scheidel, Village Manager.
FROM: Robin Pierce, Development Director. *RP*
DATE: 12/10/13.
SUBJECT: Connecting Path at the Tree Farm

Issue The issue is whether the Village Trustees want to approve a path that will connect existing paths in the Tree Farm and also connect the Autumn Pond Project on Thasha Lane to Old Colchester Road.

Discussion The Planning Commission asked the owner of Autumn Pond to connect the proposed development to Old Colchester Road. The current access road, Thasha Lane, has a very sharp bend which restricts sight lines and makes it a difficult and unsafe place to locate a path. Exacerbating this is the fact that topography to the north rises steeply from the road and the topography to the south drops away to a wetland area restricting the potential to widen the current access road to accommodate a path. The path was part of the Autumn Pond proposal approved by the Planning Commission. One of the conditions of approval was that the Trustees approved the new path.

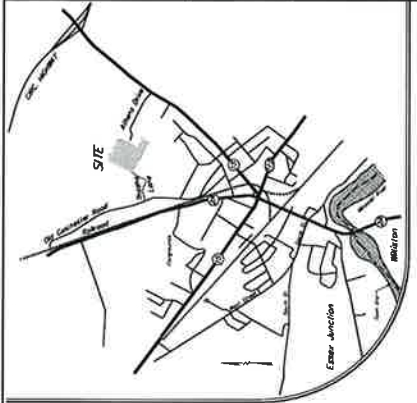
Cost None to the Village: The applicant is installing the path as part of their development approval. They are required to maintain the path in perpetuity.

Recommendation

It is recommended that the Trustees approve the creation of the path across the Tree Farm to Old Colchester Road (as shown in green on the attached plan), and require the owner of Autumn Pond to maintain it in perpetuity.

ARCHITECT
IRA Raboin Architects
 250 Westbury Road, Ste. 102
 Westbury, NY 11591
 Tel: 516.335.1111
 Fax: 516.335.1112
 www.raboinarchitects.com

CIVIL ENGINEER
K&L
 4000 E. Lake Street, Suite 100
 Westbury, NY 11591
 Tel: 516.335.1111
 Fax: 516.335.1112
 www.kandl.com



Location Map
 N.T.S.

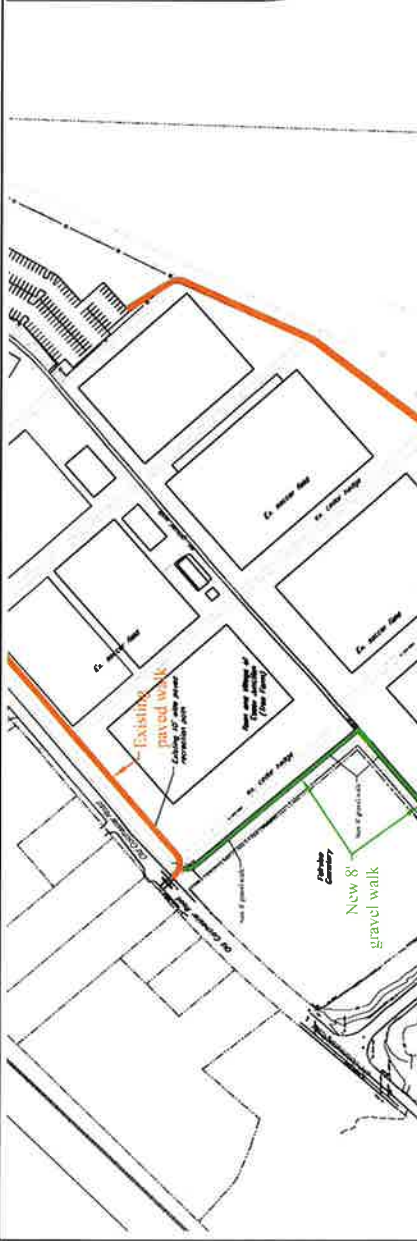
Lot Coverage (6/2/14)
 Lot Area = 23.11 acres
EXISTING
 Building: 1.04 acres
 Roads, Parking, Stormwater: 2.89 acres
 Total Impervious Area: 4.03 acres
 Total Existing Lot Coverage: 17.48

PROPOSED
 Building: 2.59 acres
 Roads, Parking, Stormwater: 3.82 acres
 Total Impervious Area: 6.40 acres
 Total Proposed Lot Coverage: 27.78 (20% max.)

Project: AUTUMN POND
 Village of Essex Junction, VT.
 Project No. 1251
 Scale 1" = 100'
 Designed by [blank]
 Drawn by [blank]
 Date 11/29/2013

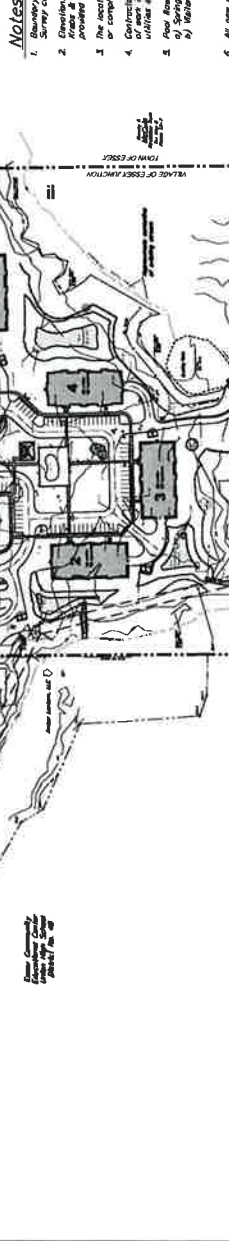
Revisions
 No. Date [blank]

Drawing Title
 Overall Site Plan
 Drawing No. SP-1A



Notes

- Boundary information shown for Autumn Pond is from Boundary Survey completed by Kras and Loring in August 2003.
- Dimensions and contours are based upon a topographical survey by Kras and Loring Consulting Engineers, Inc. one quarter mile 2010.
- The location of underground utilities is not depicted. It is to be exact or complete. Contact Dig Safe prior to any excavation.
- Contractor shall verify Village of Essex Junction all lots in advance of work. Verify the Village of Essex Junction right-of-way or an official map or file the record for the Village of Essex Junction.
- Proposed road width (10') = 14.82' per/acre
 Proposed road width (12') = 15.82' per/acre
 Village of Essex Junction = 500' per/acre
 14.82' per/acre = 33,000
 15.82' per/acre = 33,000
- All new roads shall be wider than the existing road in the Village of Essex Junction. All new roads shall be 8' wide. Service line width can be 8'.
- Contractor shall install and slope of drive entrances onto Route 102. Water catchment system on Route 102, and all other road side vegetation to improve sight distance.



Bar Scale 1" = 100'

See Legend sheet SP-3



MEMORANDUM

TO: Village Trustees and Pat Scheidel, Village Manager
FROM: Susan McNamara-Hill, Assistant Manager/Clerk/Treasurer/HR *Smh*
DATE: November 27, 2013
SUBJECT: Business Credit Card

Issue

The issue is whether or not the Village should issue a credit card to each department for use in making purchases.

Discussion

Currently, the Village has one business credit card with a limit of \$5,000 that is kept in the finance office. Departments wishing to use the card to make purchases must come to the finance office, sign out the card, return it with a receipt, and sign it back in. For some off-site departments, this procedure takes up to an hour or more of working time. If each department kept their own business credit card, and tracked their own receipts, valuable time could be saved. In order for each department to have enough available credit, it is suggested that a \$5,000 credit limit be established for each of the following departments: Administration, Fire, Wastewater, Public Works, and Brownell Library;

Cost

The credit card balance is paid in full with each statement and no cost is incurred.

Recommendation

It is recommended that the Trustees approve issuing business credit cards for the following departments with a \$5,000 credit limit each; Administration, Fire, Wastewater, Public Works, and Brownell Library; with the head of each department being responsible for the location and collection of receipts for each card.



MEMORANDUM

TO: Village Trustees and Pat Scheidel, Village Manager
FROM: Susan McNamara-Hill, Assistant Manager/Clerk/Treasurer/HR *Smh*
DATE: December 4, 2013
SUBJECT: Cafeteria (Section 125) Plan

Issue

The issue is whether or not the Village should terminate the Cafeteria Plan with Choice Strategies and open a plan with Health Equity.

Discussion

The Village has had a Cafeteria (Section 125) Plan with Choice Strategies for the past few years through VLCT Health Trust to administer the following pre-tax accounts for employees: Health Reimbursement Arrangement, the Health Care Flexible Spending Account, Dependent Care Account and Premium only plan. VLCT Health Trust has terminated their contract with Choice Strategies and the Village had the option of continuing on their own with Choice Strategies for these plans or contracting with another provider. Health Equity is contracted through BCBSVT and the cost of providing the Cafeteria Plan is already included in the health premiums for the 2014 BCBSVT plans.

Cost

There will be a cost savings of approximately \$180 per month.

Recommendation

It is recommended that the Trustees approve terminating the Cafeteria Plan with Choice Strategies and authorize staff to sign the contract with Health Equity for the Cafeteria Plan.



MEMORANDUM

TO: Village Trustees
FROM: Pat Scheidel, Village Manager
DATE: December 10, 2013
SUBJECT: Trustees Meeting Schedule

TRUSTEES MEETING SCHEDULE/EVENTS

January 14, 2014 at 6:30 – Regular Trustees Meeting

- Interviews for Tree Advisory Committee
- Public Hearing/Comment Period on Crescent Connector Environmental Assessment
- Review FY 15 proposed budgets

January 28 at 6:30 – Regular Trustees Meeting

- Public hearing on FY 15 budgets and capital programs

February 11 at 6:30 – Regular Trustees Meeting

- Adopt FY 15 budgets and capital programs

February 25 at 6:30 – Regular Trustees Meeting

- Adopt Annual Meeting Warning

March 11 at 6:30 – Regular Trustees Meeting

March 25 at 6:30 – Regular Trustees Meeting

April 2 at 6:00 PM – Community Supper

April 2 at 7:00 – Annual Meeting

April 8, 7 AM to 7 PM – Australian Ballot Voting

April 8 at 6:30 – Regular Trustees Meeting

April 22 at 6:30 – Regular Trustees Meeting

**VILLAGE OF ESSEX JUNCTION
PLANNING COMMISSION
MINUTES OF MEETING
August 2, 2012**

MEMBERS PRESENT: Diane Clemens (Chair); Aaron Martin, John Alden, Nick Meyer, David Nistico, Andrew Boutin. (Liza Kilcoyne was absent)

ADMINISTRATION: Robin Pierce, Developer Director.

AGENDA:

1. Call to Order
2. Audience for Visitors
3. Additions/Amendments to Agenda
4. Work Session
5. Other Planning Commission Items
6. Adjournment

1. CALL TO ORDER and AUDIENCE FOR VISITORS

Diane Clemens called the meeting to order at 5:00 p.m.

2. AUDIENCE FOR VISITORS

There were no comments from the public.

3. ADDITIONS/AMENDMENTS TO AGENDA

None.

4. Work Session

Master Plan Discussion. There was discussion of the benefits of a Master Plan designation. It could create certainty in the development process. The PC would be looking at a larger picture and be able to determine if the totality of a project was suitable. Rather than looking at individual development parcels in isolation.

There was discussion of the cost of doing business in the Village and the Village fee schedule for development applications versus other municipalities in Chittenden County. Robin Pierce stated that in general the fees in the Village were a little lower than other municipalities. He added that the cost of development in the Village would be reduced in 2015 when the School Impact portion of the development fee was scheduled to be phased out.

Staff were asked to consider the potential to increase development fees in the Village.

5. OTHER PLANNING COMMISSION ITEMS

None

6. ADJOURNMENT

MOTION by David Nistico, SECOND by Aaron Martin, to adjourn the meeting. VOTING: 6 ayes; motion carried.

The meeting was adjourned at 6:00 p.m.



**VILLAGE OF ESSEX JUNCTION
PLANNING COMMISSION and ZBA Meeting
MINUTES OF MEETING
October 18, 2012**

PC MEMBERS PRESENT: Aaron Martin, John Alden, Nick Meyer, David Nistico, Liza Kilcoyne, Andrew Boutin. Diane Clemens, Absent.

ZBA MEMBERS PRESENT: Tom Weaver (Chair); Jim Moody, Ron Gauthier, Martin Hughes, Bruce Murdough.

ADMINISTRATION: Robin Pierce, Developer Director. Dave Barra, Village Attorney

AGENDA:

1. Call to Order
2. Audience for Visitors
3. Additions/Amendments to Agenda
4. Work Session
5. Other Planning Commission Items
6. Adjournment

1. CALL TO ORDER and AUDIENCE FOR VISITORS

John Alden called the meeting to order at 4:30 p.m.

2. AUDIENCE FOR VISITORS

There were no comments from the public.

3. ADDITIONS/AMENDMENTS TO AGENDA

None.

4. Work Session

Discussion of Planning Commission and Zoning Board of Adjustment responsibilities, exparte discussions, and the Village Ethics Policy. The Ethics Policy has to be read and signed by all Members, and must be adhered to. It was not a negotiable document.

Dave Barra gave an overview of the requirements of the Commission and Board. Dave explained that no Commission or Board member could discuss any application that was before or could come before either of the groups.

Nick Meyer asked how he could get the pulse of the community. Dave explained that was not the role of a Commissioner. A Commissioners role was to review applications and make a decision based on the regulations in place at the time of the application. Dave added that any discussion outside of a Warned meeting could be considered an exparte discussion and could lead to problems for the Member in question and the Village.

John Alden asked if he could discuss applications with his wife. Dave responded absolutely not. He added that if anyone should approach a PC or ZBA member with questions regarding an application that they should simply refer the individual to Staff.

Discussions ensued regarding resident questions to members after a project has been approved and construction work commences. Dave reiterated the fact that Members should refer all questions to Staff.

Dave added that discussing development potential of a property outside of a warned meeting is something that a Member should not engage in as this could lead to an applicant making a statement that a PC or ZBA member gave them the impression that a certain proposal would be favorably considered. If an application was subsequently denied then the Village could have been put at risk.

5. OTHER PLANNING COMMISSION ITEMS

None

6. ADJOURNMENT

MOTION by John Alden, SECOND by Aaron Martin, to adjourn the meeting. VOTING: 11 ayes; motion carried.

The meeting was adjourned at 6:00 p.m.

Minutes respectfully submitted by Robin Pierce, Development Director



**VILLAGE OF ESSEX JUNCTION
PLANNING COMMISSION
MINUTES OF MEETING
February 21, 2013**

MEMBERS PRESENT: Liza Kilcoyne (Chairman); Diane Clemens, Aaron Martin, John Alden, Nick Meyer, Andrew Boutin. (David Nistico was absent.)

ADMINISTRATION: Robin Pierce, Developer Director.

AGENDA:

1. Call to Order
2. Audience for Visitors
3. Additions/Amendments to Agenda
4. Work Session
5. Other Planning Commission Items
6. Adjournment

1. CALL TO ORDER and AUDIENCE FOR VISITORS

Liza Kilcoyne called the meeting to order at 5:00 p.m.

2. AUDIENCE FOR VISITORS

There were no comments from the public.

3. ADDITIONS/AMENDMENTS TO AGENDA

None.

4. WORK SESSION

Comprehensive Plan Readoption. The benefits to the Village of readopting the existing Plan was to give more time for the Heart and Soul initiative to develop values that would become part of the new Comprehensive Plan. The Village was applying for a Municipal Planning Grant to assist with the development of the new Plan. Robin Pierce stated that this was a stop gap measure to enable Heart and Soul to bring insights to the PC.

MOTION by Aaron Martin, SECOND by Diane Clemens, to recommend the re-adoption of the Village of Essex Junction Municipal Plan.

VOTING: unanimous 6-0; motion carried.

5. OTHER PLANNING COMMISSION ITEMS

None

6. ADJOURNMENT

MOTION by Diane, SECOND by Liza, to adjourn the meeting. VOTING: 6 ayes; motion carried.

The meeting was adjourned at 5:35 p.m.



**VILLAGE OF ESSEX JUNCTION
PLANNING COMMISSION
MINUTES OF MEETING
November 7, 2013**

- MEMBERS PRESENT:** Diane Clemens, John Alden, Aaron Martin, Nick Meyer, Amber Thibeault, David Nistico. (Andrew Boutin was absent.)
- ADMINISTRATION:** Robin Pierce, Development Director.
- OTHERS PRESENT:** Onan Whitcomb, Polly McEwing, Paula DeMichaels, Frank Naef, Jeff Goodrich, Maura Collins, Mary Jo Engels, Tim Kemerer, Regina Mahony.
- AGENDA:**
1. Call to Order
 2. Audience for Visitors
 3. Additions/Amendments to the Agenda
 4. Minutes
 5. Work Session – Discussion of Comprehensive Plan Update
 6. Other Planning Commission Items
 7. Adjournment
-

1. CALL TO ORDER

Diane Clemens called the meeting to order at 6 PM.

2. AUDIENCE FOR VISITORS

Jeff Goodrich

Jeff Goodrich, resident, asked about input from the Planning Commission on the proposed multi-purpose path parallel to the railroad tracks from Central Street to Grove Street. Robin Pierce explained the Village Trustees approved the design of the path. There is a contract with the consultant for the project. The Planning Commission provides input to the Trustees when requested. There were four meetings with the Trustees on the project - two with the application for grants, one with the UVM engineering students for their presentation, and one for the RFQ and to sign the contract. Mr. Goodrich said he was not notified of the meetings even though his property abuts the project area. Robin Pierce will confirm meeting notices were sent out.

Frank Naef

Frank Naef, Park Terrace, asked if the Planning Commission has authority over the noise regulations in the central business district, noting that the noise volume level allowed is only slightly above the noise volume being generated from On Tap. Diane Clemens stated the Planning Commission is involved in drafting the noise ordinance or amendments. Chairwoman Clemens suggested contacting staff to be included on a future agenda to discuss the issue.

3. ADDITIONS/AMENDMENTS TO THE AGENDA

There were no changes to the agenda.

4. MINUTES

September 19, 2013

MOTION by John Alden, SECOND by Nick Meyer, to accept the 9/19/13 minutes as written. VOTING: unanimous (6-0); motion carried.

October 3, 2013

MOTION by John Alden, SECOND by Amber Thibeault, to accept the 10/3/13 minutes as written. VOTING: all ayes except one abstention (Nick Meyer); motion carried.

5. WORK SESSION – Discussion of Comprehensive Plan Update

AGRICULTURE

Onan Whitcomb, Whitcomb Farm, noted the following relative to the Whitcomb Farm in Essex Junction:

- Whitcomb Farm has been a viable working farm for the past 150 years and continues to be a profitable operation. The majority of the farm is dairy, but what is profitable today may not be tomorrow so there are other activities on the farm, such as pumpkin growing/sales, corn maze, and school tours. Whitcomb Farm has been nominated “Ag Educators of the Year” in the past and hosts up to 50 field trips each spring and fall. The farm also allows area residents to have access to the property to walk their dogs and such
- The farm is profitable and the family is committed to farming. The next generation is continuing the farm operation.
- The farm has 250 acres in the village and 300 acres in Williston (total of 550 acres). There is prime ag soil on the farm. The land in the village produces feed crops for the cows. The farm has its own water and sewer system (i.e. not on municipal service).
- Whitcomb Farm is a small operation compared to the vast majority of agricultural operations. The majority of the milk in the country is produced on less than 5% of dairy farms with over 5,000 head of milking cows. Large parcels of land are needed to have an operating farm and if this is not available then agriculture will move elsewhere.
- Whitcomb Farm is working with Vermont Land Trust and has a 15 acre, 2.2. Megawatts solar project on a portion of the farm. The solar project uses the sun and soil, much like farming. The panels are mounted on posts so the soil is not stripped. The farm has a 20 year commitment to the project which is a fairly short time period for agriculture.
- The farm applies sludge from the waste water treatment plant in the village.
- Agriculture changes and changes rapidly. Government’s functions do not change fast enough. The farm uses robotic milkers which have been around for 20 years, but the Federal Government still has a conditional use on the permit on health codes.

Tim Kemerer, resident, urged including support for the solar farm or other forms of ‘green’ energy in the village plan. Greater lot coverage with solar panels as part of a development could be offered as an incentive. Roof top panels could be encouraged. The

language in the village plan should be strong to say what should be done as opposed to what should be considered to be done.

Nick Meyer asked about sludge application and restrictions on growing crops for human consumption. Onan Whitcomb explained Class A sludge which is produced by the treatment plant in South Burlington has no restrictions. The treatment plant in the village is working toward Class A level sludge. The sludge that is land applied is from the village plant. There are test wells on the farm. Application is done in the spring and fall and the fields are specified. The farm has a nutrient management plan for all the fields. Nick Meyer asked about the opportunity for community gardens on the farm. Onan Whitcomb noted most of the residents in the village can make a garden in their own yard by simply reducing the amount of lawn. The land on the farm has the potential to feed the village, and in fact, 100 years ago the soldiers and horses at Fort Ethan Allen were feed from potato, corn, and hay crops from the farm.

HOUSING

Maura Collins, VHFA, gave an overview of housing and other demographics in the village and county, noting the following:

- Essex Junction is growing at a higher rate than the county (1.4% annually versus .9% annually for the county).
- Home owner rate in the village is higher than in the county. Village housing is in line with the rest of the county. Burlington and Winooski have more rentals than Essex Junction.
- There was a depression in the marketplace and lenders were not providing financing, but now there is a building boom.
- Multifamily housing in the village is 35% versus 31% in the county.
- To have perfect integration of minority households to white households in the county 400 residents would have to move out of Burlington, Winooski would lose residents, and Essex would gain residents, but there is a long way to go for equal access to housing opportunity across the county. Essex Junction saw a 14% increase in households over a decade and of that number 21% of the households were headed by a person of color. Five percent of the population in the village is persons of color. The age group of 15-65 year olds is the largest group. Essex Junction is in line with the county.
- Spending over 30% of income toward housing is a moderate cost burden. Spending over 50% is a severe cost burden. Moderate to severe cost burden typically occurs with lower education, health, and income levels. Essex Junction and Essex Town are in line with the county on cost burden. The median priced house in the village \$260,000. The median priced house in the county is \$250,000. In Essex Junction 47% of residents are spending less than 30% of income toward housing, 36% are paying between 30%-50%, and 17% are paying over 50%.
- Affordable housing includes:
 - Project based subsidized housing (income qualified and pay a reduced rent; rent does not adjust to income) – Monarch Apartments, Whitcomb

Woods Senior Housing, and Whitcomb Terrace are examples of subsidized housing.

- Tenant based voucher housing (Section 8 housing; rental assistance voucher goes with the household and the voucher adjusts to income).
- Low rent apartments (\$600/month for one bedroom apartment; quality of the apartment may be a consideration)
- Essex Junction is in line with the county with subsidized rental stock (19% versus 21% countywide). In the county there are 3,700 project based rental subsidized properties, 600 households in those units with a voucher, 1,400 households with a Section 8 voucher, and 8,500 rentals with no assistance.
- There are 1,700 affordable units for the elderly and 1,800 low income elderly renters so there is a gap of 100 to be met. There are 2,500 assisted units nonelderly housing and 5,800 low income nonelderly households so there is a gap of 3,000 nonage restricted units to be met. People are moving into elderly housing complexes later with much greater needs. Affordable assisted living units with services for the elderly are needed.
- The top 10 occupations in the county cover 25% of the workforce. Retail is the largest occupation group and the average wage is \$10/hr. Cashier is next with a wage averaging less than \$10/hr. Registered nurse is the next largest occupation group with an average wage of \$30/hr. To afford a two bedroom apartment a full time job with a wage of \$21/hour is needed. Greater than 50% of households have only one wage earner. For growth to occur in smaller lower income renter households then more than 200 rental homes per year will be needed to meet demand. Increasing rental housing does not necessarily mean new construction. Adaptive reuse of buildings can create rental housing (renovation, conversion, home sharing).

Maura Collins advised how municipalities can encourage housing to address housing needs, highlighting the following:

- The village plan must reflect the vision of the village with regard to housing and include supporting data to demonstrate what is needed/wanted for housing in the community.
- Identify land suitable for development and contact key landowners.
- Help the community visualize density by showing what is possible with well-designed housing developments.
- Key into regional planning and what other towns are doing/planning for housing.
- Be streamlined and predictable for the type of housing wanted (i.e. affordable housing).
- Apply for funding for affordable housing (Vermont Community Development Program funds where the community receives the payments and can use the money as a revolving loan for financing of further development).
- Employ transfer of development rights if appropriate.
- Be aware of the impact on cost when asking developers to provide more detailed plans early in the process.
- Make the application process as easy as possible.
- Establish a housing commission to focus on housing issues in the community.

- Stick by the density as stated in the plan. Research what the density has been in the past and why and compare that to what is written in the plan.
- Provide bonuses (density, lot coverage, height, and such) for affordable housing.
- Have targets in the plan for housing and affordable housing.
- Be aware of infrastructure, permitting, impact fees adding to the housing costs. Offer waivers.
- Be flexible with parking requirements (offer waiver, shared use parking, and such).
- Have a rule that a unit must be created for every unit destroyed.
- Establish housing codes for rental units and enforce the code. Do inspections.
- Have “on the record” review to save time and money.
- Support affordable home ownership via Champlain Housing Trust and Vermont Community Development Program for this type of housing.
- Pursue ‘downtown designation’ to provide incentives for development and housing in growth centers.
- Have inclusionary zoning that specifies a percentage of housing must be affordable.
- Establish a housing trust fund to support the types of housing wanted by the village.

Nick Meyer asked if congregate housing with a single type of unit (i.e. all one bedroom) is more desirable than units with a mix of the number of bedrooms. Maura Collins suggested looking at the surrounding development to see what fits in the area. Robin Pierce noted each housing unit must have a kitchen and bathroom so it is more cost effective to build two bedroom units than one bedroom units.

Tim Kemerer asked how the target number of affordable units as the fair share for village can be determined. Maura Collins stated in addition to the number of existing units, location and job base are also considerations. John Alden noted there are unbuilt, but permitted units (not built yet due to the slow economy) so the need did not go away.

Jeff Goodrich acknowledged demographics in the village are changing, but noted developers continue to develop and the village seems to be approving projects by the same developers. A more diverse mix of developers and growth in the village would be good. Mr. Goodrich also pointed out that the more referencing of the village to Burlington, the more the village will become Burlington. There does not seem to be reference to the communities to the south and west where single family development is occurring. The village is an island due to the geography and political borders, but there does not seem to be comparison to the neighboring communities to the south and west like there is to Burlington. John Alden stressed what is needed is a vision of what the village wants to be and a clear translation from the village plan to the land development code.

There was discussion of building affordable age restricted housing versus affordable housing without age restriction and having “wraparound services” which bumps the units out of the affordable or age related category. There was also mention of having less

demand and empty units. There was also discussion of including amenities such as trees, recreation facilities, and such with affordable or age related units. Maura Collins stated tradeoffs are made throughout the decision process.

LAND USE

The Planning Commission will forward comments on the Agriculture, Housing and Land Use chapters of the plan to staff.

Regina Mahony, PC, reviewed revisions to Chapter III – Community Vision and Strategies, noting the six Heart & Soul values have been merged into the text. John Alden suggested adding language to the planning challenge that says the village will do its share for the region to supply affordable housing. The message needs to be consistent across the planning documents.

6. OTHER PLANNING COMMISSION ITEMS

- Train Hop is December 4, 2013 in the Lincoln Hall meeting room. The public is asked to forward pictures of their favorite building in the village or other favorite downtowns for display. Heart & Soul will be utilized for outreach. Zoning maps will be on display. The Planning Commission meeting schedule will be available.
- Rural Community Design Workshop is offering a program on urban design and landscape design in the village.
- Essex Planner, Greg Duggan, agreed to attend a work session with the Planning Commission.
- John Alden reported on the session he attended at the American Planning Association Conference regarding increasing attendance at meetings on the municipal plan.
- John Alden reported on the energy workshop he attended hosted by Regional Planning. The village is in compliance with the state energy code. There are separate residential and commercial requirements. The Department of Public Service oversees the code.
- Diane Clemens reported she attended the Essex Selectboard discussion of the Colchester Essex Network Transportation Study. At the meeting there was discussion of relocating the Suzie Wilson Road/Pearl Street U-turn to prevent traffic from backing up on Pearl Street. There was also discussion of having a bike way from Old Stage Road to Essex Way and having more connectivity throughout the town to the village.
- Tim Kemerer mentioned the need to highlight on Route 117 where the town ends and the village begins, and include in the plan the need for improvements or traffic calming on the road.

7. ADJOURNMENT

MOTION by John Alden, SECOND by Nick Meyer, to adjourn the meeting.

VOTING: unanimous (6-0); motion carried.

The meeting was adjourned at 8:58 PM.

**VILLAGE OF ESSEX JUNCTION
PLANNING COMMISSION
MINUTES OF MEETING
November 21, 2013**

- MEMBERS PRESENT:** Diane Clemens (Chairwoman); John Alden, Nick Meyer, Amber Thibeault, David Nistico, Andrew Boutin. (Aaron Martin was absent.)
- ADMINISTRATION:** Robin Pierce, Development Director.
- OTHERS PRESENT:** Mike McGettrick, Bradd Rubman, Bill Nedde, Kate Soules, Tom Soules, Scott Richardson, Deborah Richardson, Elaine Sopchak, Jeff Rubman, Greg Rabideau, Agnes Cook, Tim Cook, Elizabeth Logan, Brad Dousevicz, Lewis Buchspics.
- AGENDA:**
1. Call to Order
 2. Audience for Visitors
 3. Additions/Amendments to the Agenda
 4. Minutes
 5. Public Hearing
 - Final Site Plan Review, Redevelopment, 10 Buildings (30 units each), 38 Thasha Lane, Rubman
 6. Other Planning Commission Items
 7. Adjournment

1. CALL TO ORDER

John Alden called the meeting to order at 6 PM and facilitated the meeting until the arrival of Chairwoman, Diane Clemens.

2. AUDIENCE FOR VISITORS

There were no comments from the public at this time.

3. ADDITIONS/AMENDMENTS TO THE AGENDA

Robin Pierce noted the job description for planning commissioner is for information only.

4. MINUTES

November 7, 2013

Action on the minutes was deferred to the next meeting.

5. PUBLIC HEARING

Final site plan review for redevelopment of Green Meadows Apartments, LLC to demolish 112 units and construct 10 buildings (30 units each) with underground parking, new roadways, emergency access and site utilities at 38 Thasha Lane in the MF-2 District by Rabideau Architects, agent for Dr. Jeffrey Rubman, owner

Bill Nedde with Krebs & Lansing Engineering and Greg Rabideau with Rabideau Architects appeared on behalf of the application. John Alden disclosed his office has worked with the architect and engineering firm in the past. The Planning Commission felt recusal was not necessary.

STAFF REPORT

The Planning Commission received a written staff report on the application, dated 11/21/13. Robin Pierce reviewed remaining issues to be addressed following conceptual review included:

- Showing 50 additional parking spaces on the site plan (53 are shown);
- Connecting to the path at the tree farm off Old Colchester Road (discussions are ongoing with the high school and tree farm to connect to the existing path);
- Restrictions to be included in the deed language (will be resolved by the Village Attorney);
- Bus stop at the property (CCTA has been contacted and will make the decision on a bus stop after evaluating funding, routes, and timing);
- Emergency access road (approved by the Zoning Board on May 21, 2013);
- Conceptual landscape plan (still needed with list of species, etc.);
- Village Engineer has signed off on almost all comments from the applicant;
- Hydrant at the end of Athens Drive will also serve Athens Drive as part of the water loop system;
- Emergency access road with two gates, one on the building side and one on the street side;
- No permits should be issued until all items are settled including the pedestrian path, landscape plan, protection of the stream, etc.;
- State approvals for the project should be submitted to staff.

APPLICANT COMMENTS

Greg Rabideau noted the following:

- The layers of engineering detail are being vetted through the Village Engineer.
- The three story buildings will have underground parking and a center corridor with an elevator. The smaller buildings (with more one bedroom units) are in the back corner to the larger buildings.
- A variety of trees are proposed for landscaping, concentrated in the center courtyard area. Perimeter landscaping between the project and the tree farm and Athens Drive includes white pine trees, hemlock, hard and soft woods. There is existing mature vegetation on the edges of the development that will remain for the most part.
- The emergency access connection to Athens Drive will serpentine to avoid some mature white pine trees and avoid creating a view corridor. Vegetation will be preserved for screening and as a noise barrier. Additional tree plantings will be done if necessary to fill the gap created by the access road. The applicant is willing to work with residents of Athens Drive to fill in the landscaping on a case-by-case basis.
- Planting species are listed on the master landscape plan and include oak, chestnut, elm, and others. Trees will be spaced at irregular intervals. There will be groupings of trees. A few of the interior trees will be retained.
- The dumpster enclosure will be screened with plantings that will grow to 6' in height.

Bill Nedde reviewed the following:

- Meetings were held with the Army Corps of Engineers and Agency of Natural Resources early in the project.
- The buffer zone by the stream will be restored and the corridor and water quality of the tributary to Indian Brook improved.
- An “aquatic organism passage design” will be done that involves burying a 10’ culvert in the streambed. The water line will be in the same corridor.
- Building and sidewalk placement is essentially the same as shown in the conceptual design which received approval.
- The water line will be 8” from the middle of Athens Drive to the project (the existing 6” line will be removed) and loop to a 6” line on Thasha Lane for better water quality and flows.
- The sewer line will gravity drain to the municipal service. The sewer system for the project will be privately owned. The water main will be publicly owned, but the water services will be privately owned.
- Lighting will comply with the Land Development Code requirements.
- Having a sidewalk on Thasha Lane is not feasible due to the proximity of the stream and wetlands. There would be no room for storm water treatment. Thasha Lane is in the Class 2 wetlands buffer and the Agency of Natural Resources does not want more impervious surface in the buffer. Discussions continue for a path connection to the tree farm.
- The project will be built in three phases. Phase 1 is construction of three buildings, the water line, emergency access, and demolition of three existing buildings. Phase 2 is construction of buildings, 4, 5, 6, and 7, and demolition of four existing buildings. Phase 3 is completion of the full build-out of the project.
- An additional 50 parking spaces are shown along the tree farm side of the project. The additional parking spaces (53 shown on the plan) will only be constructed if needed. The storm water system has been designed to handle the extra parking spaces. There will be one accessible parking space per building.
- Two gates on the access road present a challenge with snow maintenance. The developer will plow the road. Keys for both gates are an issue. The applicant is suggesting signage be posted that there is no through road (“dead end road”) so two gates will not be needed. The road will be maintained through the gate to Athens Drive.
- Indian Brook is an impaired waterway due to sediment. The access road will be 12’ paved with three foot gravel shoulders. Water will drain into a storm water pond. It is better to have a paved surface drain into the storm water pond rather than gravel because of sediment.
- The sidewalk detail for private sidewalk versus public sidewalk is shown.
- The village will be copied on the storm water reports sent to the state. The water easement plan will be provided to the village for review prior to filing in the land records. Profiles showing the depth of the line will be provided to the village.
- A new hydrant will be installed at the end of Athens Drive although one was not required when Athens Drive was built or extended so the applicant is questioning why the project must now provide a hydrant that will mainly benefit Athens

Drive. (Robin Pierce explained the water pressure is not adequate prior to the loop being completed and best practice is to install a hydrant.)

Greg Rabideau requested a height waiver of 10' at the garage door level because from the grade to the roof the allowed height of 35' per the Land Development Code will be exceeded at the garage door level. There will be grading around the buildings for storm water management, but the grading will not be used for measuring building height.

There was discussion as noted:

- Infill screening at the access road - John Alden noted a fair amount of mature vegetation exists on the site and the perimeter will be relatively untouched. Greg Rabideau confirmed except at the access road to Athens Drive and the pedestrian connection to Old Colchester Road the existing established tree line is respected. Mr. Rabideau referred to Sheet L-101, dated March 30, 2013, and read the list of trees and foundation plantings in the landscape plan.
- Line of sight from Athens Drive to Building 3 – Greg Rabideau stated there are pine trees and apples trees that will be retained to screen the buildings. Evergreens on the back side of Building 3 can be added. John Alden suggested flexibility be granted to work with staff to strategically place specific plantings once the work in the field has begun. Nick Meyer noted the distance from the building closest to Athens Drive to the nearest residence on Athens Drive is 200'. The setback requirement is eight feet.
- Gas line from Athens Drive - Bill Nedde stated the line currently crosses the stream and serves existing homes in the development. The same service will be used for the new proposal.
- Path/walkway to the tree farm and if permission was received from the village trustees and town selectboard - Robin Pierce clarified the tree farm must first grant permission and then the village trustees. The town selectboard does not need to be involved because the path connection will be on village property. Bill Nedde said there have been conversations with the tree farm board (which has not yet met to take action) and there is some synergy with the cross-country trail. The path will be a Surepac surface and will be maintained.
- Delineation of the public/private water and sewer lines - Bill Nedde explained there is a municipal main along the stream corridor with a 20' wide easement (Sheet SP-2) and a 12" existing sanitary line. There will be tie-in to the manhole by Building 1. From that point into the project all infrastructure is private. The village will own all the mains up to the curb stops for the buildings and from there to the buildings will be privately owned.
- Lighting the path - Bill Nedde said there will be no lighting along the path. Nick Meyer pointed out there will be a significant increase in traffic on the road with a 250% build out so better connectivity that is safe is warranted.
- Sidewalk and road improvements on Thasha Lane - Robin Pierce stated the road has a blind curve which is dangerous so getting pedestrians off the road (onto a pathway) will be safer.
- Gate at Athens Drive - Bill Nedde noted according to the Fire Chief keys to gates are rarely used in an emergency call. The trucks simply break through the chains.

If there is a gate/barrier on the Athens Road side then the developer will need a key in order to maintain the road.

- Measurement of building height – John Alden noted it is customary to measure from the average finish grade not from the underground parking. The village wants to encourage underground parking with this project.
- Hydrant on Athens Drive – David Nistico commented there is no reason not to install the hydrant with the improved water system. The improvement to the water service will benefit all parties. The 8” line will tap into the existing line on Athens Drive. There will be a valve to allow pressure testing and treatment so the water is potable. Connections onto the 8” line will be made as required by the village.
- Disruption of Athens Drive for the water line work – residents will be notified of activity in the road and the road will be open to one lane traffic only. The disturbed portion of the road will be repaved.
- Increase in water pressure with the increase in the size of the water line – Bill Nedde explained water pressure will remain the same because water pressure is determined by the height of the village water tank. With the larger water line more water (volume) can go through the line so there will be better flow which will help when fighting fires.
- Office building - Greg Rabideau noted the office will be resided to match the exterior of the buildings in the project.
- Recreational amenities – Greg Rabideau pointed out there is a central park space addressed by the buildings in the development. The clubhouse contains meeting space, kitchenette, toilet facilities, and equipment for the adjacent in-ground pool. The project site borders the tree farm and there is a network of trails in place on the tree farm already. Jeff Rubman added the objective is to create a village setting with a community hall that will be the center of activity (exercise room, coffee shop, small theatre/TV area).
- Garden plots – Greg Rabideau stated three storm water retention ponds took significant space on the site so there is no designated garden space. The storm water management system will improve the water quality of the Indian Brook tributary. The ponds will be fenced with 4’ high fencing for safety purposes.
- Significant features on the site – landscaping, mature vegetation, and the stream are significant feature on the site, some of which will be improved with the project. Agency of Natural Resources, Army Corps of Engineers, and Village Engineer will comment on the final design after Act 250 review.
- Drop off from the stream crossing to the streambed – Bill Nedde noted the village ordinance requires 15’ from the ordinary high water mark to the finish grade of the crossing. Decreasing the amount of fill required to meet the ordinance would minimize the disturbance and retain more trees. John Alden questioned if the Planning Commission has the flexibility to waive the 15’ requirement if there is a better design. Diane Clemens stated the Planning Commission could defer to best practices by the Army Corps of Engineers.
- Plantings to the streambed – Bill Nedde stated the plantings will be restored to what is there today. John Alden spoke in support of working with field conditions for improvements in landscaping and having the applicant work with staff on the matter.

- Phase 1, 2, and 3 of the project done in sequence – Greg Rabideau confirmed buildings not affected by Phase 1 will remain. The same will apply with the subsequent phases. Phasing will allow the current residents to stay in place as long as possible. The stream crossing will be done in Phase 1.
- Decrease in the number of three bedroom units – the apartment complex will have market rate units and research indicates the demand is for one and two-bedroom units.

PUBLIC COMMENT

Kate Soules, 27A Athens Drive, read a statement to the Planning Commission from the Athens Drive Citizens Committee, dated 11/21/13, that noted the desire to work with the developer and the Planning Commission on the project and cited seven areas of concern, including the profile of the access road, impact of the water main on Athens Drive, lighting, landscaping/screening, exterior colors of the buildings, and security. Ms. Soules noted the citizen committee appealed the Zoning Board decision on the access road and is close to an agreement with the developer and the village. The agreement covers issues such as the gate and the road surface. Athens Drive residents would prefer the access road not have lighting and the night sky be maintained. Also, the rental agreement for the units should specify that the access road is for emergency purposes only and not for pedestrians or vehicles. Bill Nedde stated one gate with a key for the village, the fire department, and the developer works best for the project. The lighting will be LED full cutoff fixtures on 15' poles in compliance with village regulations. Three lights on the access road will be removed from the plans. Ms. Soules asked about the exterior colors of the buildings. Greg Rabideau said the main body of the building will be a darker color to better recede into the background. Bay windows will be highlighted with a lighter color to break up the roof line. A natural tone roof color will be used. All ten buildings will not be the same color scheme. There are tweaks in design and variety of color schemes on each building for uniqueness.

Deborah Richardson, 25 Athens Drive, expressed concern about teenagers loitering by the bridge at night. Ms. Richardson mentioned the water main which crosses the driveway shared by four residents, asking who is responsible for repair of the water line. Bill Nedde explained the village is responsible for the public portion of the water line and the homeowner is responsible for the connection from the water shutoff to the house. The shutoff to the main is publicly owned.

Tim Cook, 23 Athens Drive, commented lights can either attract or deter activity in the area. Lighting that is not too bright will be fine for security purposes and not encourage hanging out by groups. The access road is not a park. The access road was a big concession by the citizen committee. The road changes the Athens Drive area and the residents would like as little change as possible. Traffic must be controlled so Athens Drive does not become a cut through road. Mr. Cook also commented on the water line, noting that there is an area of village land on Athens Drive that is not maintained currently so there is concern about the village maintaining the water line. Diane Clemens suggested contacting the Board of Trustees if there is a problem with work in the public right-of-way.

Scott Richardson, 25 Athens Drive, expressed concern about the road construction for the water main and ending up with a patched road on Athens Drive. The restoration should include a paved road like Athens Drive is now. Diane Clemens noted the Board of Trustees have a paving project list and Athens Drive residents can inquire as to where their road is in the queue. Bill Nedde noted the road work will be done in the right-of-way. Private property will not be disturbed. There is a 60' right-of-way. The pavement is 25'-30' wide.

Mike McGettrick, 86 Old Colchester Road, asked where the road crossing would be on Old Colchester Road and if additional traffic calming provisions are needed due to the volume of traffic and pedestrians in the area. John Alden stated the crosswalk will be by the corner of the cemetery and the tree farm field. A traffic analysis was done for the project and the report was accepted by the Village Engineer and staff. The traffic for the application was not significant as compared to other traffic on the road. Mr. McGettrick asked if the project will have an impact on the pump station by the high school. John Alden stated the improvements done to the pump station were done with knowledge of the project.

There were no further comments.

MOTION by Diane Clemens, SECOND by Andrew Boutin, to close the public portion of the hearing. VOTING: unanimous (6-0); motion carried.

DELIBERATION/DECISION

Final Site Plan, Redevelopment, 10 Buildings (30 units each), 38 Thasha Lane, Rubman

There following was mentioned:

- Agreement between the residents of Athens Drive and the developer pertaining to the access road - the applicant must inform the Planning Commission of any alterations to the application.
- Path access to the tree farm from Thasha Lane – the path will not have lights (the bike path in the village does not have lights). The location of the path to the tree farm should avoid bisecting the middle of the field. The path is a significant improvement in connectivity.
- Threshold that requires lighting on a road, improvements to a road, or sidewalk – Thasha Lane is a private road. The existing road is in the wetlands buffer so the Army Corps of Engineers may suggest as little disturbance as possible.
- Landscape plan subject to staff approval – the plan may need modification as the project progresses.

MOTION by Diane Clemens, SECOND by David Nistico, to approve the parking waiver as requested in the application by Jeff Rubman for the proposed redevelopment at 38 Thasha Lane to reduce the number of parking spaces from 630 spaces to 509 spaces. VOTING: unanimous (6-0); motion carried.

MOTION by Diane Clemens, SECOND by David Nistico, to approve the Final Plan for redevelopment of Green Meadows Apartments, LLC to demolish 112 units and construct 10 buildings with 30 units each and underground parking, new roadways, emergency access, and site utilities at 38 Thasha Lane in the MF-2 District by Rabideau Architects, agent for Dr. Jeffrey Rubman, owner, with the following stipulations:

1. All staff comments shall be addressed and satisfied prior to any permits being issued.
2. Storm water management shall be provided entirely on-site and the Village Engineer will review final plans for compliance.
3. The proposed 8' wide gravel path from the development to Old Colchester Road shall be maintained by the applicant and approved by the Tree Farm Board and other owners of the tree farm property prior to permits being issued.
4. All work shall comply with the Village of Essex Junction Land Development Code.
5. A parking study shall be done within two years of final build-out of the development to determine if the additional 53 parking spaces are still adequate.
6. Modification of the height required over the culvert shall be allowed to meet best engineering practices in consultation with the Village Engineer and Army Corps. of Engineers.
7. The landscape plan is subject to staff approval and the applicant shall work with staff and affected neighbors to strategically place in-fill plantings.
8. The lighting shall be removed from the emergency access road and it is recommended that the applicant consider streetlights on Thasha Lane as the neighborhood grows in density and popularity in the future.
9. The applicant shall consult with staff and the Village Engineer to review the requirements of Section 709 (private streets) and Section 912 (streetlights) in the Land Development Code to determine the feasibility of improving street lighting on Thasha Lane.

VOTING: 5 ayes, one abstention (Nick Meyer); motion carried.

6. OTHER PLANNING COMMISSION ITEMS

- John Alden will staff a table in Lincoln Hall during the Train Hop on 12/4/13 to promote public participation in the municipal plan update.
- Tree Policy Committee established by the Trustees will work with the Planning Commission on applications and update of the Land Development Code relative to trees.

7. ADJOURNMENT

MOTION by Nick Meyer, SECOND by Andrew Boutin, to adjourn the meeting.

VOTING: unanimous (6-0); motion carried.

The meeting was adjourned at 9:30 PM.

Rcdg Scty: MERiordan

Smk

**VILLAGE OF ESSEX JUNCTION
CAPITAL PROGRAM REVIEW COMMITTEE
MINUTES OF MEETING
November 5, 2013**

MEMBERS PRESENT: Andrew Brown (Chairman); Rick Hamlin, Richard Donahey, David Nistico.
ADMINISTRATION: Lauren Morrisseau, Co-Assistant Village Manager.

1. CALL TO ORDER

Andrew Brown opened the meeting at 5:35 PM and suggested the agenda be amended to include two non-infrastructure projects (Lincoln Hall painting and chimney repair and surveillance cameras at the library). Also, culvert work on Maple Street/Shawn's Way needs to be ranked.

MOTION by Rick Hamlin, **SECOND** by Rich Donahey, to amend the agenda as follows:

- Add Lincoln Hall painting and chimney work
- Add surveillance cameras at Brownell Library
- Rank culvert work on Maple Street/Shawn's Way
- Advance ranking of projects on the agenda to precede approval of minutes

DISCUSSION: Lauren Morrisseau mentioned the five high priority projects identified by the committee (School Street, Main Street, Hillcrest, Briar Lane, Algonquin) will go into a bond (if approved by the voters) and the projects as ranked next in line will go into the capital plan. The projects next in line need to be identified.

VOTING: unanimous; motion carried.

2. RANKING OF PROJECTS

The committee used the ranking matrix to rank the following capital project(s):

<u>Project ID</u>	<u>Ranking</u>	<u>Brief Description</u>
XX	54	Maple Street/Shawn's Way culvert/pipe to help prevent future flooding in the area
YY	42	Surveillance cameras at library (12 inside, one outside)

There was discussion of the potential for future flooding in the Maple Street/Shawn's Way/Mansfield Ave. area like what was experienced this past spring and what is entailed to address the matter. There was discussion of doing the culvert work on Maple Street before the water line work on Algonquin Ave. There are approximately 10 houses impacted by the situation on Algonquin Ave. and two houses impacted by the situation on Shawn's Way. If the voters approve a bond for the five high priority projects then the culvert project will be in the next group of projects on the capital project list. Debt service must be paid on the bond in addition to the capital reserve fund payment.

It was noted that the surveillance camera project for the library ranked higher than the sidewalk projects in the list of capital projects.

There was discussion of the painting and chimney repair work on Lincoln Hall (\$9,500 for the painting and \$1,200 for the chimney work). The work is maintenance and repairs, not a capital project, and should not be delayed. The Trustees can decide when the work will be done.

3. DISCUSSION OF FUNDING

Details are needed on the cost to bond for various amounts and for how many projects so a recommendation can be forwarded to the Trustees. Also, other options to cover the cost of the projects, such as a new tax or a surcharge, should be discussed. To bond for \$5 million over 20 years means a payment of \$404,000 per year or four cents on the tax rate. The first year is the interest payment.

The list of the five high priority projects in ranked order is: School Street, Main Street, Hillcrest, Briar Lane, Algonquin. The projects to go into the five year capital plan will be projects ranked #6 through #31. Projects with the same ranking will be listed in alphabetical order (i.e. project AA will precede project BB). The Trustees can make changes as necessary.

4. APPROVE MINUTES

September 3, 2013 & October 1, 2013

MOTION by Rick Hamlin, SECOND by Rich Donahey, to approve the minutes of 9/3/13 and 10/1/13 as written. VOTING: unanimous; motion carried.

5. OTHER BUSINESS

Andrew Brown noted to date there have been no applications received to fill the vacancy on the committee. Village residents are urged to apply.

6. MEETING SCHEDULE

Next meeting

- December 3, 2013 at 6 PM – 8 PM.

Agenda Items

- Bond information (warnings, cost, etc.)

7. ADJOURNMENT

MOTION by Andrew Brown, SECOND by Rick Hamlin, to adjourn the meeting. VOTING: unanimous; motion carried.

The meeting was adjourned at 6:40 PM.

Patty Benoit

Subject: FW: Newtown/Sandy Hook Vigil--A Request

From: Jud Lawrie [mailto:judlawrie@mindspring.com]
Sent: Monday, November 25, 2013 10:11 AM
To: Patrick C. Scheidel
Cc: Patty Benoit
Subject: Newtown/Sandy Hook Vigil--A Request

Mr. Scheidel, Village Manager

I'm working with Gun Sense Vermont (www.gunsensevt.org) trying to build support for sensible gun legislation in Vermont. We are planning on holding vigils throughout the state on Saturday, December 14th to commemorate the tragedy at Newtown/Sandy Hook last December 14th. This includes several vigils in Chittenden County. The lawn in front of Lincoln Hall has been suggested as a good site for a vigil here in Essex Junction.

Here are the details of what we're thinking about right now:

- To be held outdoors on Dec 14 at 9:30 AM.
- Brief introduction.
- A reading of the Sandy Hook Promise developed by the Sandy Hook parents (pasted below FYI).
- A reading of the names of the 26 children and teachers killed that day.
- Possibly the ringing of a bell to commemorate the 26.

We're thinking this won't last more than 20-25 minutes, 30 max.

Patty Benoit has informed me that the Village Trustees don't meet again until Dec 10. However, we want to get announcements out well in advance, and/or find an alternative site if necessary. I'm therefore hoping that a decision re Lincoln Hall can be fast-tracked somehow.

Please let me know if you need any additional information. Thanks.

Jud Lawrie
Essex Junction
488-5792
919-395-9969 cell

This is the text of the Sandy Hook Promise that was written soon after the shootings:

The Sandy Hook Promise

This is a Promise

To truly honor the lives lost
by turning our tragedy into a moment of transformation.

This is a Promise

To be open to all possibilities.
There is no agenda other than to make
our community and our nation a safer, better place.

This is a Promise

To have the conversations on ALL the issues
Conversations where *listening* is as important as speaking.
Conversations where even those with the most opposing views
can debate in good will.

This is a Promise

To turn the conversation into actions.
Things must change.
This is the time.

This is a Promise

We make to our precious children.
Because each child, every human life is *filled* with promise,
and though we continue to be filled with unbearable pain
we choose love, belief, and *hope*
instead of anger.

This is a Promise

To do everything in our power to be remembered
not as the town filled with grief and victims;
but as the place where
real change began.

*Our hearts are broken;
Our spirit is not.*

This is our promise.

**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF MEETING
November 12, 2013**

BOARD OF TRUSTEES: George Tyler (Village President); Dan Kerin, Elaine Sopchak, Andrew Brown, Lori Houghton.
ADMINISTRATION: Pat Scheidel, Village Manager; Lauren Morrisseau Co-Assistant Manager & Finance Director; Susan McNamara-Hill, Co-Assistant Manager & Village Clerk/Treasurer; Jim Jutras, Waste Water Treatment Plant Water Quality Superintendent; Robin Pierce, Village Development Director.
OTHERS PRESENT: Wayne Elliott, Meredith Birkett, Marty Powers, Paul Hansen, Kris Surette, Nick Meyer, Lisa Ritter.

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

Village President, George Tyler, called the meeting to order at 6:30 PM and led the assemblage in the Pledge of Allegiance.

2. AGENDA ADDITIONS/CHANGES

Add to Guests, Presentations, & Public Hearings:

- Essex-Williston-Waterbury-Montpelier transit service as circ alternative project

Add to Old Business:

- Memo from Dave Barra, dated 11/8/13, re: Rec Dept. Agreement

Add to New Business:

- Revised policy on providing references for former employees

Add to Reading File:

- Original planning commission member description

Add to Consent Agenda:

- Check Register, dated November 12, 2013, with checks #10048123 through check#10048233 totaling \$798,223.89.

3. GUESTS, PRESENTATIONS, & PUBLIC HEARINGS

a. Comments from Public on Items Not on Agenda

There were no comments from the public.

b. Update on Circ Alternatives Projects

Meredith Birkett, RPC, and Marty Powers, Essex representative on the CCTA Board, presented a proposed link bus service from Essex Junction to Montpelier as part of the circ alternative projects to be presented to the circ alternative task force. The proposed service would be five to 10 years out because CCTA does not have the vehicles at this time and the CCTA Board has not committed to the route. The link service would offer three roundtrip morning and three roundtrip afternoon trips. Funding would be 80/20 (federal/local) split. The state may help with the local match in the first year. Local match if the service is implemented FY19 is \$81,500. Local match if the service is implemented

FY24 is \$94,500. Discussion with the communities at both ends of the link service will be held at the appropriate time regarding sharing the local match. The proposal includes “pocket parking lots” for users of the service. The park-and-ride facility at Exit 12 in Williston will also be available for parking.

George Tyler mentioned there may be available parking area along the planned crescent connector road in the village. Mr. Tyler also mentioned possibly coordinating with the bus stop at the train station. Meredith Birkett agreed there could be some coordination with people transferring from the local service to the link service or at some other coordination point. Having parking for commuters at the service location makes the most sense.

c. Update on New Website Design

Paul Hansen with Ecopixel reported:

- The final design of the webpage has been approved and coding is underway.
- There are links to senior citizen information and the Trustees page. Future links will be to the Five Corners Farmers Market and Essex Town website.
- The Planning Department and Planning Commission have a page that includes a list of approved projects in the village.
- Next steps after the templates are done include the structure of initial pages and importing information from the existing website.
- Three staff members will be trained on maintaining the website.
- The updated webpage is on target to launch December 16, 2013.

d. Update on the Bio-Gas Cogen System Upgrade Equipment

Wayne Elliott with Aldrich & Elliot Engineering and Jim Jutras, Water Quality Superintendent, reviewed the upgrade to the cogen system at the waste water treatment plant which was not included in the bond to upgrade the treatment plant. The following was noted:

- As part of the upgrade construction the micro-turbine system was removed. The manufacturer has discontinued production of the equipment and the cost to bring the equipment up to code exceeds the value. Replacement is necessary. The village has recovered the original investment in the equipment.
- After research of equipment and site visits to view equipment in operation staff is recommending implementation of 150 kW methane generating equipment and installation by 2C Cenergy at a cost of \$391,820.70. Total cost of equipment, engineering, permitting, and installation is \$665,000.
- Funding sources include funds from the construction contract for the treatment plant upgrade, contingency funds, money in the capital budget, an incentive from Efficiency Vermont, and any other sources that are uncovered.

Andrew Brown asked about going through the state procurement process for the equipment. Jim Jutras explained the ability to design-build the micro-turbine for the best fit for the village and to anticipate future growth would not be available through the state process.

4. OLD BUSINESS

a. Bid Award for Bio-Gas Cogen System Upgrade Equipment

MOTION by Lori Houghton, SECOND by Andrew Brown, to award the bid for a 150 kW methane generating unit to the lowest qualified bidder, 2C Cenergy, for \$391,820.70. VOTING: unanimous (5-0); motion carried.

b. Adopt Village Tree Policy and Comprehensive Tree Plan

Nick Meyer reported he worked with staff and the UVM Urban Forestry Program on the tree policy revisions. The policy plan allows flexibility and is a start to managing the urban landscape. The suggested budget of \$10,000 will be used mainly for trees and shrubs (maintenance and pruning). Pat Scheidel noted the Finance Manager recommends funds to manage the plantings in the village be rolled into the Public Works budget. Not much will be done before spring so the Board could approve a budget amount not to be exceeded and then fold the funds into the Public Works budget.

MOTION by Lori Houghton, SECOND by Andrew Brown, to adopt the tree policy for the Village of Essex Junction and set up a preliminary budget not to exceed \$10,000. VOTING: unanimous (5-0); motion carried.

c. Approve Description for Tree Advisory Committee Member

MOTION by Lori Houghton, SECOND by Elaine Sopchak, to approve the Tree Advisory Committee member description as presented and establish a Tree Advisory Committee. VOTING: unanimous (5-0); motion carried.

d. Tax Stabilization Agreement for 8 Railroad Avenue

Pat Scheidel stated the time period for tax stabilization on the property at 8 Railroad Ave. is three years rather than five years because the historic asset is gone (building burned down and was rebuilt). The newly constructed facility is the best looking and best constructed building in the area which meets one criterion for tax stabilization (changing a blighted building to a functional and useful property with a higher assessed value).

MOTION by Dan Kerin, SECOND by Elaine Sopchak, to sign the agreement with Michael Meier for tax stabilization for the property at 8 Railroad Avenue for a term of three years. VOTING: unanimous (5-0); motion carried.

e. Update on Draft Amendment of School District Agreement

Pat Scheidel reported per the memo from Dave Barra, dated 11/8/13, the school district's attorney is reviewing the Rec Dept. agreement for the school board's signature and then the document will be forwarded to the Trustees for signature.

5. NEW BUSINESS

a. Adopt Policy re: Providing References for Former Employees

Pat Scheidel advised to avoid any potential litigation the policy on references for former employees will provide only a former employee's name, position title(s), and dates of employment. The policy will also require that requests for information be directed to the Village Manager, if subpoenaed for information state law will be followed, and personnel

files will not be provided to a third party (the employee can make a copy of their records and provide that information to a third party).

Dan Kerin observed state and federal law must be followed with subpoenas.

Elaine Sopchak asked if a letter of recommendation can be written by village staff for an employee. Pat Scheidel said as a measure of caution the letter should be a personal letter of reference rather than a reference as a co-worker.

MOTION by Elaine Sopchak, SECOND by Dan Kerin, to adopt the Village policy on providing references for village employees with the addition to the policy that all state and federal regulations will be followed if subpoenaed for information.

VOTING: unanimous (5-0); motion carried.

b. Adopt Updated Mission and Values Statement

Pat Scheidel reviewed the mission and goals statements as well as the organizational values which include the following principles:

- Practice open, honest, and accessible communication (following discussion text was amended to stated “encourage and seek participation by the people affected by the decisions made”)
- Demonstrate honesty and integrity
- Exercise fiscal responsibility and accountability
- Provide friendly and courteous service to all customers (following discussion text was amended to delete the word “customers” and replace “our business is serving...” to “our mission is serving...”)
- Welcome diversity and promote equal opportunity
- Treat others with respect, sensitivity and dignity
- Work together as a team
- Emphasize initiative and creativity
- Support a human environment
- Pursue excellence and professionalism

MOTION by Dan Kerin, SECOND by Andrew Brown, to approve the establishment of the Mission Statement, Goal Statement, and Organizational Values for the Village of Essex Junction as amended, including:

- **In the principle beginning “Practice open, honest, and accessible communication” - insert the word “seek” before “participation in the descriptive text;**
- **In the principle beginning “Provide friendly and courteous service to all customers” - delete the word “customers” and in the descriptive text replace “our business is serving...” with “our mission is serving...”.**

DISCUSSION: George Tyler observed the document is a statement to reassure the public and fellow employees there is a code and values in place. There was discussion of incorporating the six values from Heart & Soul in the personnel manual.

VOTING: unanimous (5-0); motion carried.

c. Catering for Annual Meeting Community Supper

MOTION by Lori Houghton, SECOND by Elaine Sopchak, to accept the staff recommendation that CCSU Child Nutrition Program cater the village annual meeting supper on April 2, 2014 for a cost of \$1,200 including dessert. VOTING: unanimous (5-0); motion carried.

d. Discuss Municipal Manager Recruitment and Selection Process

Pat Scheidel will provide the following:

- Policy for recruitment and selection of a shared manager. Issues and goals need to be identified as well as the skills and abilities that are needed for the shared position. How citizens play an active role in the recruitment and selection process must be outlined.
- Plan of action, goals, details of the partnership, evaluation of the manager and the partnership between the administrative leader and the policy making leaders.
- Recommendations and analysis of other administrative services in the village and town that could be shared as the manager position is shared.

George Tyler suggested when the documents are available a subcommittee of two Trustees and two Selectboard members review/rework them as needed to produce a plan of action. There will be maximum transparency through the process. George Tyler and Lori Houghton volunteered to serve on the subcommittee.

6. VILLAGE MANAGER'S REPORT

a. Meeting Schedule

- December 10 @ 6:30 – Regular Trustees Meeting
- January 14, 2014 @ 6:30 – Regular Trustees Meeting
- January 28, 2014 @ 6:30 – Regular Trustees Meeting
- February 11, 2014 @ 6:30 – Regular Trustees Meeting
- February 25, 2014 @ 6:30 – Regular Trustees Meeting

Special Meetings/Events:

- December 4th Tree Lighting and Train Hop, 5:30 – 8:00 PM
- December 9th – Budget Day

b. Circ Alternative Projects

Circ alternative project ideas will be presented to the legislature in January. Funding is not yet available for the projects.

c. CHIPS lease

The meeting with CHIPS covered the lease space in Lincoln Hall and grant applications.

d. Seniors

The senior groups in Essex and Essex Junction would like to combine to form one senior group with the meeting place as the senior center at Lincoln Hall. The group wants to rename the senior center “Senior Activity Center” and do minor renovations to the space

to allow for more activities. Pat Scheidel is investigating the cost of a part-time director for the center. There is potential for staff hours in the rec program to be dedicated to the senior program.

e. FEMA Community Development Block Grants

Paul Luciano with CCRPC indicated there is federal community development block grant money available to address infrastructure damage due to flooding. The work on Main Street (ditches, culverts, curbs from the bridge to Crestview Road) was identified as a potential project. Paul Luciano will write a grant for this project. The deadline is 11/18/13. The grant is an 80/20 split.

7. **TRUSTEES COMMENTS/ANNOUNCEMENTS**

a. Board Member Comments

None.

b. Reading File

- Minutes from boards/committees
 - Planning Commission 9/19/13 & 10/3/13
 - Capital Program Review Committee 10/1/13
 - Zoning Board of Adjustment 10/15/13
- Thank you note for the Purple Light Vigil on Lincoln Hall lawn
- CCRPC FY13 Annual Report
- Original planning commission member description (following discussion the Trustees agreed to add the mission/purpose as drafted by the Planning Commission)

8. **CONSENT AGENDA & READING FILE**

MOTION by Elaine Sopchak, SECOND by Lori Houghton, to approve the consent agenda as follows:

1. **Approve Minutes of Previous Meetings (10/8/13 & 10/22/13)**
2. **Approve Warrants including checks #10048123 through #10048233 totaling \$798,223.89.**

VOTING: unanimous (5-0); motion carried.

9. **ADJOURNMENT**

MOTION by Andrew Brown, SECOND by Dan Kerin, to adjourn the meeting.

VOTING: unanimous (5-0); motion carried.

The meeting was adjourned at 8:30 PM.

RScty: M.E.Riordan



Check Register Report

BL 11/26/13

Date: 11/22/2013

Time: 10:17 am

Page: 1

Village of Essex Junction

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
10048236	11/13/2013	Printed		1817	POSTMASTER	POSTAGE-WATER/SANI	669.21
10048238	11/15/2013	Printed		10588	NH DEPT OF SAFETY	PUB WORKS CANDIDATE-STREET	15.00
10048239	11/19/2013	Printed		10591	BEVERLY GONYEA	REFUND STATE OVERPAYMENT	82.27
10048240	11/19/2013	Printed		1000381	BOUTIN BERNARD	REFUND STATE OVERPAYMENT	1,452.08
10048241	11/19/2013	Printed		10592	GUILLAUME MCDOWELL	REFUND STATE OVERPAYMENT	159.81
10048242	11/19/2013	Printed		10593	ABBY RENAUD	REFUND STATE OVERPAYMENT	227.41
10048243	11/19/2013	Printed		10594	GARY SEVCIK	REFUND STATE OVERPAYMENT	212.67
10048244	11/19/2013	Printed		1000056	SIMPSON ELLIE H	REFUND STATE OVERPAYMENT	2,743.57
10048245	11/19/2013	Printed		1000238	WALSH SEAMUS	REFUND STATE OVERPAYMENT	333.28
10048246	11/21/2013	Printed		0268	BRODART CO.	CIRCULATION MATERIALS-LIBRARY	356.52
10048247	11/21/2013	Printed		00382	AMAZON.COM CREDIT	CIRCULATION MATERIALS-LIBRARY	770.17
10048248	11/26/2013	Printed		10508	ADVANCED DISPOSAL	GRIT REMOVAL-WWTF	92.45
10048250	11/26/2013	Printed		00382	AMAZON.COM CREDIT	CIRCULATION MATERIALS-LIBRARY	626.06
10048251	11/26/2013	Printed		9975	AMERICAN ROCK SALT C., LLC	BULK ICE CONTROL SALT-STREET	1,269.16
10048252	11/26/2013	Printed		0115	AUTO ELECTRIC INC.	CRANE MOTOR-STREET	323.00
10048253	11/26/2013	Printed		9847	AUTOZONE, INC	LUBRICANT-FIRE	11.62
10048254	11/26/2013	Printed		0156	BAILEY SPRING & CHASSIS INC	VEHIC INSPECS & MAINT-STREET	2,515.34
10048255	11/26/2013	Printed		10503	BAYSCAN TECHNOLOGIES	RECEIPT PAPER-LIBRARY	74.50
10048256	11/26/2013	Printed		1655	BLUE CROSS BLUE SHIELD OF VT	COMP HSA PREM-ALL DEPTS	15,047.40
10048257	11/26/2013	Printed		1655	BLUE CROSS BLUE SHIELD OF VT	TVHP HSA PREM-ALL DEPTS	8,872.44
10048259	11/26/2013	Printed		0268	BRODART CO.	CIRCULATION MATERIALS-LIBRARY	654.88
10048260	11/26/2013	Printed		0305	BURLINGTON FREE PRESS	NEWSPAPERS-WWTF	20.90
10048261	11/26/2013	Printed		0305	BURLINGTON FREE PRESS	NEWSPAPERS-LIBRARY	23.50
10048263	11/26/2013	Printed		9941	BUSINESSCARD SERVICES	SEE SPREADSHEET ATTACHED	1,420.57
10048264	11/26/2013	Printed		10587	CARDNO ATC INC.	PROF SERV/ROOF SAMP- CAP R	400.00
10048265	11/26/2013	Printed		9743	CARQUEST AUTO PARTS	SUPPLIES-STREET	75.24
10048266	11/26/2013	Printed		0408	CASELLA WASTE MANAGEMENT INC.	GRIT DISPOSAL SEC DIGESTER-WW	473.25
10048267	11/26/2013	Printed		0461	CENTRAL BEVERAGE	NEWSPAPERS-LIBRARY	113.50
10048268	11/26/2013	Printed		0500	CHAMPLAIN WATER DISTRICT	WATER USAGE-WATER	202,267.62
10048269	11/26/2013	Printed		0505	R.R CHARLEBOIS INC.	SWEEPER REPAIR-STREET	140.94
10048270	11/26/2013	Printed		0525	CHITTENDEN SOLID WASTE DISTRICT	CSWD DIRECT FEES-WWTF	82.89
10048271	11/26/2013	Printed		10207	CHOICE CARE CARD	MONTHLY ADMIN FEE-ALL DEPT	180.00
10048272	11/26/2013	Printed		10353	CIVES CORP	TRK REVERSE CIRCUIT-STREET	1,580.00
10048273	11/26/2013	Printed		0560	COPY-SHIP-FAX-PLUS	SHIPPING-FIRE	49.95
10048274	11/26/2013	Printed		05898	CRYSTAL ROCK BOTTLED WATER	BOTTLED WATER-LH/STREET	42.05
10048275	11/26/2013	Printed		1690	DEPOT HOME & GARDEN	GLOVES-WWTF	13.69
10048276	11/26/2013	Printed		10326	DISNEY EDUCATIONAL PRODUCTIONS	CIRCULATION MATERIALS-LIBRARY	279.72
10048277	11/26/2013	Printed		0653	PAUL DOUGLASS	UNIFORM BOOTS REIMB-WWTF	108.00
10048278	11/26/2013	Printed		50041	EBSCO	MAGAZINE SUBSCRIPS-LIB	7,716.46
10048279	11/26/2013	Printed		0710	ENDYNE, INC.	LAB TESTS-WWTF	390.00
10048280	11/26/2013	Printed		0795	TOWN OF ESSEX	MGR CONTRACT-ADMIN	4,486.73
10048281	11/26/2013	Printed		0797	FALCON PLUMBING SERVICE, INC.	HEATING SYSTEM REPAIR-LH	824.00
10048282	11/26/2013	Printed		0814	FIRE ENGINEERING	SUBSCRIPTION RENEWAL-FIRE	67.00
10048283	11/26/2013	Printed		0751	FISHER AUTO PARTS	STAND IGNITION-STREET	23.36
10048284	11/26/2013	Printed		0854	FOREMOST FIRE PROMOTIONS	PROMOTIONAL PENS-FIRE	95.00
10048285	11/26/2013	Printed		10452	FREE PRESS MEDIA	EQUIP OPERATOR ADS-STREET	432.00
10048286	11/26/2013	Printed		10226	G & K SERVICES	SHOP TOWELS-STREET	59.49
10048287	11/26/2013	Printed		10453	GE CAPITAL C.O.RICOH USA	COPIER-WWTF	118.00
10048289	11/26/2013	Printed		0965	GREEN MOUNTAIN POWER CORP.	ELECTRICITY-VARIOUS DEPTS	10,454.46
10048290	11/26/2013	Printed		1031	HANNAFORD BROTHERS CO.	SUPPLIES-WWTF	54.61
10048291	11/26/2013	Printed		1208	RICK JONES	UNIFORM REIMB-STREET	39.88

FY13 PURCHASES

tran date	MC company	acct	dept	descrip	\$\$\$	
10/8/2013	GAN*BURLINGTON FREE PRESS	100 100 000 723 000	ADMIN	NEWSPAPER	\$ 21.12	A1
11/6/2013	SHAWS	100 100 000 723 000	ADMIN	WATER BILL TEL # INCORRECT	\$ 100.00	A2
10/8/2013	VZWRSS	100 100 000 725 000	ADMIN	BROADBAND, Pat S.	\$ 20.00	B
10/7/2013	MAC'S	100 100 000 749 000	TRUSTEES	MEETING SUPPLIES	\$ 10.87	C
10/7/2013	MAC'S	100 200 000 723 000	LH	SUPPLIES	\$ 4.99	D1
11/5/2013	SMALL DOG	100 700 000 723 000	STREET	PORTABLE BACK UP	\$ 99.99	D2
10/31/2013	ELMORE ROOTS WOLCOTT	100 700 000 760 033	STREET	POND MITIGATION	\$ 394.00	E
10/11/2013	USPS POSTAL	100 800 000 723 001	LIBRARY	STAMPS	185.75	F
10/16/2013	PAYPAL UPPER VALLEY	100 800 000 755 020	LIBRARY	CM RETURN 6 PART FILM	\$ (49.99)	G
10/16/2013	PAYPAL UPPER VALLEY	100 800 000 755 020	LIBRARY	6 PART FILM	\$ 49.99	H
10/9/2013	WAL-MART	600 600 000 723 000	WWTF	SUPPLES	\$ 99.91	I
10/29/2013	AQUAFIX	600 600 000 723 013	WWTF	MIDGE FLY CONTROL	\$ 351.40	J
10/9/2013	WAL-MART	600 600 000 729 000	WWTF	UNIFORM	\$ 76.52	K
11/6/2013	DISPLAYS2GOCOM	600 600 000 723 000	WWTF	INFO BROCHURE RACK	\$ 56.02	L
				ck # 10048263	TOTAL	\$ 1,420.57

Check Register Report

BL 12/10/13

Date: 12/04/2013

Time: 2:57 pm

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Village of Essex Junction

BANK:

C N.	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
10048328	11/22/2013	Printed		10397	DANNY DECOSMOS	ROAM RR @ TREE EVENT-EC DEV	1,090.00
10048329	11/22/2013	Printed		9414	TOP HAT ENTERTAINMENT, INC	FINAL PMT FOR EVENT DJ-EC DEV	75.00
10048330	11/22/2013	Printed		10070	VANASSE HANGEN BRUSTLIN INC	MULTI-USE PROF SERVICES	611.80
10048331	12/02/2013	Printed		23409	VCDA	2 REGISTRATIONS-PLAN	60.00
10048332	12/04/2013	Printed		05530	COSTCO COLCHESTER #314	SUPPLIES-FIRE	87.01
10048333	12/10/2013	Printed		0025	ESSEX AGWAY	ICE MELT-WWTF	103.92
10048334	12/10/2013	Printed		10596	ARCHITECTURE METALS LTD.	FLOOD GATE DEPOSIT HSPS-SANI	1,205.00
10048335	12/10/2013	Printed		10599	BLUETARP FINANCIAL #2	SUPPLIES-VARIOUS	118.55
10048337	12/10/2013	Printed		10249	BLUETARP FINANCIAL INC.	SUPPLIES-VARIOUS	183.46
10048339	12/10/2013	Printed		10600	BRODART #2	CIRCULATION MATERIALS-LIBRARY	481.06
10048341	12/10/2013	Printed		0268	BRODART CO.	CIRCULATION MATERIALS-LIBRARY	2,433.31
10048342	12/10/2013	Printed		9743	CARQUEST AUTO PARTS	SUPPLIES-VARIOUS	694.82
10048343	12/10/2013	Printed		0503	CHAMPLAIN OIL COMPANY, INC.	NOV VEHICLE FUEL-VARIOUS DEPTS	3,325.85
10048344	12/10/2013	Printed		0505	R.R CHARLEBOIS INC.	OIL FILTERS-STREET	387.60
10048345	12/10/2013	Printed		05070	CHARLEBOIS TRUCK PARTS INC.	HYDRAULIC PARTS-STANLEY-WWTF	333.17
10048346	12/10/2013	Printed		2305	CLARK'S TRUCK CENTER	TRANSMISSION FILTERS&MIRRO-STR	80.64
10048347	12/10/2013	Printed		9788	COMCAST	CABLE-STREET	129.94
10048348	12/10/2013	Printed		0624	DEMCO, INC.	SUPPLIES-LIBRARY	738.91
10048349	12/10/2013	Printed		0644	DUBOIS & KING INC.	CRES CONNECTOR INV #10-CAP R	19,791.88
10048350	12/10/2013	Printed		0700	EAST COAST PRINTERS	EMBROIDERY WORK-FIRE	526.50
10048351	12/10/2013	Printed		0710	ENDYNE, INC.	SAMPLES-WWTF	70.00
10048352	12/10/2013	Printed		0780	ESSEX EQUIPMENT SALES	PUMP&PAINT-WWTF/WATER	383.66
10048353	12/10/2013	Printed		0795	TOWN OF ESSEX	RECORDINGS-PLAN	110.00
10048354	12/10/2013	Printed		08044	FIRE TECH & SAFETY OF NEW ENGL	CYL CAP/BATTERY HOLDER-FIRE	1,460.00
10048355	12/10/2013	Printed		0751	FISHER AUTO PARTS	HYDRAULIC FILTER-STREET	26.34
10048356	12/10/2013	Printed		10072	GORDON'S WINDOW DECOR	ROLLER SHADE REPAIR-LIBRARY	120.00
10048357	12/10/2013	Printed		0943	MARY L. GRAF	REIMB-LIBRARY	99.01
10048358	12/10/2013	Printed		10598	GREEN MOUNTAIN POWER CORP #2	ELECTRICITY- VARIOUS	18,347.25
10048360	12/10/2013	Printed		0965	GREEN MOUNTAIN POWER CORP.	ELECTRICITY- VARIOUS	3,989.22
10048361	12/10/2013	Printed		1010	HACH COMPANY	TRAINING-WWTF	250.00
10048362	12/10/2013	Printed		10204	HOPKINS BOOKSHOP	CIRCULATION MATERIALS-LIBRARY	44.06
10048363	12/10/2013	Printed		9625	INGRAM LIBRARY SERVICES	CIRCULATION MATERIALS-LIBRARY	25.94
10048364	12/10/2013	Printed		1210	JAMES JUTRAS	MILEAGE/PARTS REIMB-WWTF	174.07
10048365	12/10/2013	Printed		12618	KNOX COMPANY	KEYSECURE-FIRE	146.00
10048366	12/10/2013	Printed		9454	LENNY'S SHOE & APP	UNIFORM PANTS-STREET	74.00
10048367	12/10/2013	Printed		10537	NA LI	REFUND TAX OVERPAYMENT	2,106.08
10048368	12/10/2013	Printed		1353	LIMOGE & SONS GARAGE DOORS INC	TORSION SPRING & LABOR-FIRE	711.31
10048369	12/10/2013	Printed		9786	JIM MCCULLOUGH	HOLIDAY TREE-ADMIN	100.00
10048370	12/10/2013	Printed		1592	NEIWPC	LICENSE RENEWAL-WWTF	75.00
10048371	12/10/2013	Printed		10269	NEW ENGLAND CENTRAL RR	ROW LEASES-SANI	5,006.40
10048372	12/10/2013	Printed		1660	NORTHEAST DELTA DENTAL	INS PREMIUM-VARIOUS DEPTS	2,121.04
10048373	12/10/2013	Printed		10272	PHOENIX BOOKS	CIRCULATION MATERIALS-LIBRARY	29.00
10048374	12/10/2013	Printed		1781	PIONEER MOTORS & DRIVES, INC.	CHLORINE PUMP REPL-WWTF	1,024.57
10048375	12/10/2013	Printed		1817	POSTMASTER	PERMIT FEE RENEWAL-ADMIN	200.00
10048376	12/10/2013	Printed		10597	RED ROCKS MECHANICAL LLC	MAXITROL VALVE-FIRE	549.13
10048377	12/10/2013	Printed		1955	REYNOLDS & SON, INC.	GLOVES-FIRE	81.92
10048378	12/10/2013	Printed		10199	SAMMEL SIGN COMPANY	WATER BILL DUE DATE SIGN-ADMIN	25.00

Check Register Report

BL 12/10/13

Date: 12/04/2013

Time: 2:57 pm

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Village of Essex Junction

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
10048379	12/10/2013	Printed		20732	THE SHERWIN-WILLIAMS CO.	PAINT SUPPLIES-STREET	24.70
10048380	12/10/2013	Printed		9627	THE SMALL ENGINE CO., INC	PARTS-FIRE	295.03
10048381	12/10/2013	Printed		21153	SOVERNET COMMUNICATIONS	PH/INTERNET-VARIOUS DEPARTS	275.20
10048382	12/10/2013	Printed		2124	STAPLES ADVANTAGE	OFFICE SUPPLIES-VARIOUS	368.55
10048383	12/10/2013	Printed		2159	SURPASS CHEMICAL CO INC	HYPOCHLORIDE-WWTF	4,195.87
10048384	12/10/2013	Printed		2227	TI-SALES, INC.	WATER METERS-SANI/WATER	45,639.50
10048385	12/10/2013	Printed		23415	VERIZON WIRELESS	CELL PHONES-VARIOUS	293.33
10048386	12/10/2013	Printed		2366	VERMONT GAS SYSTEMS, INC.	NAT GAS-VARIOUS	898.16
10048387	12/10/2013	Printed		2343	VILLAGE COPY & PRINT	ENVELOPES-ADM/PL	289.00
10048388	12/10/2013	Printed		9968	VISION SERVICE	INS PREM-VARIOUS DEPTS	397.00
					PLAN-CONNECTICU		
10048389	12/10/2013	Printed		9591	VRWA	MEMBERSHIP	425.00
						DUES-WATER/WWTF	
10048390	12/10/2013	Printed		2376	VT INSTITUTE OF NATURAL	MEMBERSHIP-LIBRARY FRIENDS	150.00
					SCIENC		
10048391	12/10/2013	Printed		9356	WILLIAMSON ELECTRICAL, INC	REPLACE BALLASTS-LIBRARY	175.50

	Total Checks: 60	Checks Total (excluding void checks):	123,234.26
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	Total Payments: 60	Bank Total (excluding void checks):	123,234.26
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	Total Payments: 60	Grand Total (excluding void checks):	123,234.26
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**VILLAGE OF ESSEX JUNCTION
VILLAGE TRUSTEES' POLICY
REGARDING DESIGNATION OF NEWSPAPER FOR LEGAL ADS**

PURPOSE: In accordance with 17 V.S.A. 2641, the legislative body shall annually designate the paper in which warnings shall be published. This policy shall cover all other legal ads, except for purchasing.

Designated Paper:

For calendar year ~~2013~~ 2014, The *Essex Reporter* shall be designated as the paper in which warnings and other legal ads will be published, except for purchasing or advertising for employment openings.

Exceptions:

Staff shall have the authority to publish a warning or any other legal ads in the *Burlington Free Press* if time is of the essence in meeting statutory requirements. The Village Manager shall be notified, in writing, of any such decision.

Patty Benoit

Subject:

FW: EJRP Holiday Bon Fire

Dear Essex Junction Trustees,

On Friday December 13th , the Essex Junction Recreation and Parks Department will be holding the Annual Holiday Bonfire at Maple Street Park from 7-8PM. The event will include holiday songs led by the EHS Jazz Band while enjoying the company of friends and family with holiday refreshments. A special guest appearance by the "*Big Man in Red*" from the North Pole will be made and he will be available for pictures..

I would like to request that you waive the Village ordinance that bans open burning in the Village – Regulation of Public Nuisance, Chapter 13, Section 1302 for this evening so we can include our annual bon fire at this event.

Please let me know if you have any questions.

Thank you,

Mark Brislin

Assistant Director

Essex Junction Recreation and parks

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Mark Brislin, CPRP
Assistant Director
Essex Junction Recreation and Parks
"We Create Community through People, Parks, and Programs"
75 Maple Street
Essex Junction, VT 05452
(802)878-1375
www.ejrp.org
www.Essexhalf.com