



**TRUSTEES MEETING NOTICE & AGENDA**  
**TUESDAY, JANUARY 28, 2014 at 6:30 PM**  
**LINCOLN HALL MEETING ROOM, 2 LINCOLN STREET**

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE TO FLAG** [6:30 PM]
2. **AGENDA ADDITIONS/CHANGES** [6:35 PM]
3. **GUESTS, PRESENTATIONS AND PUBLIC HEARINGS** [6:35 PM]
  - a. Comments from Public on Items Not on Agenda
  - b. Public Hearing on FY 15 Proposed Budgets
  - c. Discuss 2014 Legislative Priorities with Representatives [7:00 PM]
4. **OLD BUSINESS** [7:30 PM]
  - a. Adopt 2014 Legislative Priorities
  - b. Scope of Services for Village Center Redevelopment
  - c. Amend FY 14 Capital Budget
  - d. Discuss funding of Capital Projects
  - e. Discuss/approve renewal of financial agreement with CVE
  - f. Discuss/approve renewal of CSWD Biosolids Participation Agreement
  - g. Amend Tree Advisory Committee Description
5. **NEW BUSINESS** [8:00 PM]
  - a. None
6. **VILLAGE MANAGER'S REPORT** [8:00 PM]
  - Trustees meeting schedule
7. **TRUSTEES' COMMENTS & CONCERNS/READING FILE** [8:10 PM]
  - a. Board Member Comments
  - b. Minutes from other boards/committees:
    1. Planning Commission 1/2/14 & 1/16/14
    2. Capital Program Review Committee Minutes 1/7/14
  - c. Correspondence from resident about traffic light on Park Street at South Street
  - d. Correspondence from resident about Crescent Connector
  - e. Correspondence about Whitcomb Farm
8. **CONSENT AGENDA** [8:20 PM]
  - a. Approve Minutes of Previous Meeting 1/14/14
  - b. Approve Warrants including check #10048603 through #10048682 totaling \$477,312.87.
9. **ADJOURN** [8:25 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.*

LAW OFFICES OF  
FRED V. PEET, P.C.

COPY

Fred V. Peet  
Richard C. Maxson  
Christopher M. Perra  
Kevin J. Shortell  
Paula J. LeBlanc

Doreen T. Guthrie, Paralegal  
Sherry Morin Barton, Paralegal  
Amy Benway, Closing Coordinator  
Katy Kennedy, Paralegal  
David MacPeck, Legal Assistant

55 Patchen Road  
South Burlington, VT 05403  
Telephone: (802)-860-4767  
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Email: [office@peetlaw.com](mailto:office@peetlaw.com)

RECEIVED

JAN 24 2014

Village of Essex Junction

January 23, 2014

VIA email and regular first class mail

Kenneth Sikora  
Federal Highway Administration  
87 State Street, Suite 216  
Montpelier, VT 05602  
[Kenneth.Sikora@dot.gov](mailto:Kenneth.Sikora@dot.gov)

Robin Pierce, Development Director  
Village of Essex Junction  
2 Lincoln Street  
Essex Junction, VT 05452  
[robin@essexjunction.org](mailto:robin@essexjunction.org)

Re: David Knox  
15-17 Maple Street  
Essex Junction, VT 05452

Dear Kenneth and Robin:

My office represents David Knox who owns property located at 15-17 Maple Street in the Village of Essex Junction, Vermont. This property is located adjacent to the proposed Crescent Connector Project which will connect Route 2A and Route 117. Mr. Knox and I have reviewed the Draft Environmental Assessment and the purpose of this letter is to present to you some issues that we have with the proposed project and the negative impact it will have on the above referenced property.

Mr. Knox purchased the property in 2007. The property has two buildings containing five housing units. At the time of purchase, the property had been neglected for many years and was not up to code for fire/safety regulations and the units were in need of a tremendous amount of repair to make them habitable. Mr. Knox has spent a lot of time and money to rehabilitate the buildings and make it a very nice residential

property. The buildings are situated on a driveway off of Maple Street with a decent setback and enjoys very little traffic flow. The Crescent Connector Project will change all of that. The road and sidewalk as proposed will abut right up to the foundation of the 15 Maple Street building and coupled with the anticipated huge traffic flow will greatly diminish the value and future development of the property.

Some of our concerns that we have at this time that we believe lowers the property value and will limit the use of the property for now and in the future are the following:

1. Originally it was estimated that the new connector would divert from the five corners intersection about 30% of the traffic heading north on Route 2A, but it is now estimated to be about 75%;
2. The proposed road and sidewalk will come right of up to the foundation of the 15 Maple Street building which will make the building much less appealing to tenants or buyers;
3. The property will lose several curb cuts which will affect the use of the property now and for further development of the property;
4. The loss of land will limit future development of the property;
5. The property will now sit right up on a busy roadway rather than a little travelled driveway;
6. The view from the front of the buildings will be a busy roadway and a large parking lot;
7. Access to other property used by Mr. Knox will now have to be across neighboring land; and
8. Air and noise pollution and the impact on this property are not properly addressed in the Environmental Assessment, especially concerning the 15 Maple Street building.

Thank you for your consideration of these issues and we look forward to working with you to find the best solution for all of the parties involved.

Very truly yours,



Richard C. Maxson, Esq.

Cc: David Knox

# Agenda Addition

2 Lincoln Street  
Essex Junction, VT 05452-3154  
www.essexjunction.org



P: 802-878-6944

F: 802-878-6946

E: admin@essexjunction.org

January 28, 2014

**DRAFT**

Martha Reid, State Librarian  
Vermont Department of Libraries  
109 State Street  
Montpelier, VT 05609-0601

Dear Ms. Reid:

As Trustees of the Village of Essex Junction, we recently heard from the Brownell Library staff in their FY 15 budget proposal the good news of increased visibility of shared library catalogs like Vokal. However, at the same time, we heard the bad news of how increased postal rates have made the basic library service of interlibrary loans increasingly expensive for both lending and borrowing libraries.

At the January 10<sup>th</sup> Chittenden County Librarians meeting, our Library Director Penny Pillsbury understood from the Department of Libraries Regional Consultant Rob Geiszler that your department is pursuing a statewide delivery system that would go a long way toward lessening the cost of interlibrary loans between Vermont's libraries.

We would encourage you to make the case to the Legislature that this is a way your department could provide relief for the budgets of all state libraries and municipalities. New Hampshire has a library delivery system and the average cost of an interlibrary loan book is \$.42. In Vermont via USPS, it is \$2.56 for the 1 lb. package, which is the smallest book, and \$3.02 for a 2 lb. package.

If Vermont libraries could pool a fraction of their postage budget to support a statewide delivery service, it would be a savings and increase the sharing between libraries around the state. Please contact Ms. Pillsbury or myself if you need cost information or testimony. We would like to see library delivery an affordable reality in Vermont.

Sincerely,

George A. Tyler, President  
Board of Trustees

**Memo**

**To: Village Trustees**

**From: Penelope Pillsbury, Library Director Brownell Library**

**RE: Courier Service Experience 2013**

A courier service was considered in early 2013 when we were contacted by an aide from the Howard Center with the suggestion that he had a client with a van who wanted more contact with the public. A meeting was organized with the aide Sean, who represented his client Chris, and eight separate public librarians from around the county. This seemed hopeful.

**The following is taken from the email from Lydia Willoughby who facilitated the original meeting. She spells out how the delivery system was supposed to function:**

How it works: you set aside ILL books to be delivered/returned in a milk crate. Instead of mailing them, a volunteer comes by once a week to pick them up. This will be most beneficial to all libraries involved, if you select participating libraries in VALS for your ILLs. The more libraries participate, the cheaper it'll be for everyone.

Thank you so much for coming in December to Brownell, or for getting in touch with me about this project. I broke down the libraries that have expressed interest into two proposed routes, over two days a week.

Here's route 1: (Wednesdays)

Pierson Library

DAML

Richmond Free Library

Jericho Town Library

Brownell Library

**47.4 miles (1 hour, 40 min)**

Here's route 2: (Thursdays)

Winooski Public Library

Brownell Library

Westford Public Library

Deborah Rawson Library

**50.4 miles (1 hour, 50 min)**

Please take a look and tell me what you think, and if it would work for you. Please correct my math if it's incorrect, but here's how I'm figuring the gas reimbursement for C:  $47.4 + 50.4 = 97.8 \times \$0.555$  (state gas reimbursement rate) =  $\$54.28 / 9 = \$6.03$  per library per week.

I propose Brownell Library be the hub in common among the two delivery days, and am hoping Penny and Susan and Wendy can help us find a small space for sorting if C needs it. Thanks again to Sean and C at Howard Center for volunteering for this project. Lydia.

In January Susan Pierce worked hard to organize the space needed (UNDER HER OWN DESK!) and asked questions on billing. Alison Pierce asked about work schedules for the van so we'd know when to expect him and be ready.

By Jan 24 Susan had more questions than answers:

**"Lydia, I need to have an idea of how much space C will need for sorting. We are willing to wing it and see how it goes. Also, the form you sent just isn't going to work for the village accountant. Are we still paying a flat rate based on # of participating libraries divided by total miles. Have more libraries dropped out? and the big question, when does this start?"**

The problems started immediately due to Chris (the van owner and client) having to skip one delivery after another. Books were held up, and once dumped off at a "non-courier" library. We had nothing but missed schedules and finally in May the courier service was cancelled. It definitely saved Brownell money but the Howard Client's health was too fragile and his aide really could not be the van driver instead. Lydia Willoughby left her position.

She tried to put a positive spin on the pilot project. **By the time we found another possible driver, all but a couple Chittenden County librarians had dropped the idea.**

**Here's Lydia's summary:**

### **Chittenden County Courier Pilot Project Report**

**January 2013 - June 2013**

- 
- **Jericho Town Library**
  - **Brownell Library**
  - **Winooski Memorial Library**
  - **Deborah Rawson Library**
  - **Dorothy Alling Memorial Library**
  - **Richmond Free Library**
  - **Pierson Library**
- 

**General Information:** The purpose of the Chittenden County Courier Pilot Project was to provide and deliver interlibrary loan (ILL) materials to participating libraries quicker and cheaper than traditional United States Postal Service. With small budgets and overhead for rural libraries across our region, as well as decreased post office hours expected to drop in the coming fiscal year, there is a great need for affordable and timely interlibrary loan materials delivery.

**Project Statement:** The project grew out of a meeting of Chittenden County librarians meeting as part of the HomeCard system of reciprocal borrowing, and a desire to find reliable, effective interlibrary loan service. There were seven participating libraries in the pilot project; in the future, it would be ideal to expand the service to as many libraries as feasible and willing, thereby reducing costs for all. In addition to the seven participating libraries, we partnered with The Howard Center's Project Hire, which provided its consumers with volunteer opportunities tailored to their interests and abilities. Howard Center volunteers gained valuable work experiences, performed independent and meaningful work in the community, and utilized skills to deepen their own professional goals—either in future employment, or in fulfilling volunteer work.

**Overarching Goals:** The project sought to deliver ILL materials reliably, consistently and affordably. The project also sought to provide meaningful work experiences in the community for volunteers from The Howard Center.

**Project Implementation:** We collected everyone's contact info, looked at a map and plotted the most efficient use of gas and time, created a schedule and asked volunteers to make two treks a week, stopping at each library once a week, with sorting in Winooski and Brownell.

**Project Monitoring:** Sean Fitzsimmons at the Howard Center let us know if volunteers were absent, sick, or otherwise unable to make deliveries. Lydia Willoughby volunteered as a project coordinator to implement the project, communicate among libraries and send out invoices to participating libraries for mileage reimbursement to the volunteer(s).

**Project Summary:** The project demonstrated the need and utilization of a courier service, run by volunteers, among seven libraries in Chittenden County. Other libraries expressed a desire for more sustainable alternatives to the pilot project, and that they would participate with more frequent deliveries. Fiscal sponsorship by a nonprofit organization would make possible a single mileage reimbursement check to be paid back to the volunteer. For the Howard Center to continue providing volunteers, fiscal sponsorship is absolutely critical; this would also allow fiscal oversight of the invoices. Our main volunteer was able to do this project because they owned their own vehicle, and their own insurance. For future Howard Center volunteers to participate, they would need to use the Howard Center's insured vehicles, and the Howard Center would need a single reimbursement invoice and check.

Full funding for the project would allow the volunteers to be paid in some fashion, as well as possible partial funding to a multiple volunteers, which would allow the project to add more libraries and/or more frequent deliveries. There is an interest in future collaboration from CarShare Vermont to provide a nonprofit, sliding scale membership rate to libraries, which, after membership costs, would provide cheaper gas mileage reimbursement rates than our current Federal rate. The Howard Center has its own vehicles, however, and does not need additional cars.

#### **Concluding Recommendations by Participating Libraries:**

This project did not fulfill the participating libraries needs because, through no fault of his own, the courier's health issues caused the deliveries to be unreliable. At one point when a substitute tried to do the route for us, he/she left a stash of books at a library that was not even in the couriers route. Our library has reached out to a coordinating group that will work on matching us with folks who might want or need a volunteer position. We will see what the "matchmaker" can find and then, if it looks feasible, we'll contact the other participating libraries. A courier service has to be reliable and save us money.

A single reimbursement check, isn't feasible for us with multiple libraries financial offices. We think that we'd have better luck asking each library to cut a check for the mileage costs.

#### **Penny Pillsbury and Susan Pierce -Brownell Library Essex Junction**

The project was certainly a great attempt to try to fulfill the need for cheaper ILL service. It also was easier and saved time throwing books in the courier bin as opposed to preparing returns for the post office. The issue for jtl as a part time library is that there had to be consistent and reliable without changing delivery dates. It needs to be cost effective so it would be appealing if more Libraries joined to increase the number of collections that would be accessible and hopefully the cost of the courier service would decrease per Lib.

We were glad to be able to try out this service. The low cost made it possible for us to join. It was unfortunate that the service was unreliable at times, though when it was on it was great! The volunteer and his advocate seemed to enjoy providing the service and visiting libraries. The weekly invoice was a little challenging to fit in our regular rotation. Our invoices are paid twice monthly, after city council meetings, so there can be a delay for vendors waiting for payment.

Though I haven't run the exact numbers it would come pretty close to even. It was supplemental to USPS. I would guess we sent around 30 items through the courier. I'm not sure I have accurate numbers on how much went via courier. We've sent items to the other libraries before and since. No complaints about the speed of service.

Thank you,

**Amanda Perry, Winooski Memorial Library**

Vermont libraries have a great need for a cost effective, reliable delivery service to better serve our patrons. We were happy to take part in venture to see if it would meet the need. As others stated, it simply wasn't reliable. Based on the libraries involved it wasn't as cost effective for us as we would have liked. Many of the libraries involved were already places where we normally hand-deliver due to staff living nearby, etc. I did try to use the courier instead to give it a fair shake, but found that the service took too long to deliver an item, depending on the day the item went out. Along with reliable service, it needs to be more frequent to work as it should.

**Thank you! Kim Peine, Dorothy Alling Memorial Library, Williston**

Reliability was an issue for us. Also it needed to be more frequent. We try to provide a quick ILL service to our patrons and to have to wait more time that it would take to use the USPS was an issue for us. We did not see any cost savings either. I think if more libraries had been involved then we would have. It was a great experience though to work with the courier and the Howard center. I think the project was worth joining just to see if it would work.



OLD BUSINESS  
4e.

**AGREEMENT BETWEEN**  
**CHAMPLAIN VALLEY EXPOSITION, INC.**  
**and**  
**THE VILLAGE OF ESSEX JUNCTION**

This Agreement is entered into by and between Champlain Valley Exposition, Inc. ("CVE"), a Vermont nonprofit corporation with its principal place of business in Essex Junction, Vermont, and the Village of Essex Junction ("Village"), a Vermont municipal corporation, with village offices located at 2 Lincoln Street, Essex Junction, Vermont. The effective date of this Agreement shall be January 1, 2015.

**RECITALS**

**WHEREAS**, CVE is the owner of lands and premises commonly known as the "Fairgrounds" located entirely within the Village; and

**WHEREAS**, CVE has historically hosted concerts, shows, and exhibitions at the Fairgrounds at various times during each year, including the annual Champlain Valley Fair; and

**WHEREAS**, CVE and the Village recognize the mutual contributions and interdependence, both tangible and intangible, each shares with the other, for the benefit of the community at large, and

**WHEREAS**, CVE has offered to make an annual cash donation to the Village, in addition to the many ongoing indirect and in-kind contributions it makes in the ordinary course of its business; and

**WHEREAS**, the Village wishes to accept CVE's offer of a cash donation and to continue working closely with CVE to develop and promote public understanding of the many contributions CVE makes to the community.

**NOW THEREFORE**, in consideration of the foregoing, and of the mutual undertakings contained herein, CVE and the Village agree as follows:

1. a). Donation. CVE agrees to make a voluntary cash donation in the amount of \$15,000 to the Village each year during the term of this Agreement. The first such donation shall be made on or before June 30, 2015, with four subsequent annual donations on or before June 30 each year, to and including June 30, 2019.

b). Town of Essex. In the event the Town of Essex attempts to implement a donation or other payment from CVE, the Village agrees that CVE's donation to the Village will be reduced by the amount of any non-voluntary payment to the Town, such that CVE's total commitment shall not exceed \$15,000 per year. CVE agrees not to pay voluntarily any donation or payment to any

**AGREEMENT BETWEEN CHAMPLAIN VALLEY EXPOSITION, INC. and**  
**THE VILLAGE OF ESSEX JUNCTION**

municipal corporations other than routine sponsorships which shall not reduce the donation to the Village.

2. Donation Use. CVE's annual donation to the Village shall be used for economic development projects within the Village.

3. Term. The conditions of this Agreement shall remain in full force and effect until December 31, 2019.

4. Surcharge. CVE may, in its sole discretion, add a surcharge to any event held at the Fairgrounds, in order to defray the cost of making its donation pursuant to this Agreement. Regardless of whether CVE actually collects such a surcharge, however, it remains obligated to make its annual donation to the Village as provided herein.

5. Other fees and charges. This Agreement shall not affect the terms of any other agreement between CVE and the Village with respect to payments made or to be made by CVE to the Village, nor shall it affect in any way the authority of the Village to enforce its existing ordinances and regulations as they may relate to activities at the Fairgrounds. However, during the term of this Agreement, the Village shall not adopt or impose any new additional fees or charges specific to CVE activities at the Fairgrounds.

6. Annual Fair. The Champlain Valley Fair is currently presented by CVE for a ten day period each year. The Village has no objection if CVE decides to extend the Fair for an eleventh day after all applicable permits have been obtained.

7. Joint Committee. The terms of this Agreement are the result of consultation and negotiation by a joint CVE/Village Committee consisting of members appointed by the Village Trustees and the CVE Board of Directors. That Joint Committee shall continue to meet from time to time throughout each year during the term of this Agreement to discuss and recommend opportunities for public outreach, and to promote positive relations between the Village and CVE. The Joint Committee may also propose economic development projects for consideration by the Village Trustees.

8. Termination. In the event CVE fails to make its annual donation to the Village as provided herein, or in the event the Village fails to honor or perform any of the promises and obligations undertaken herein, the non-breaching party may terminate this Agreement upon forty-five (45) days written notice to the breaching party, specifying such failure or violation, and this Agreement shall be terminated, unless the breaching party cures the failure or violation specified in such notice within such

**AGREEMENT BETWEEN CHAMPLAIN VALLEY EXPOSITION, INC. and**  
**THE VILLAGE OF ESSEX JUNCTION**

forty-five (45) days.

9. Notices. Any notice or other communication required or permitted to be given to a party pursuant to this Agreement shall be sent by facsimile or by certified mail, as provided below, or to such other address or destination as may be designated by written notice given pursuant to this paragraph.

If to CVE:	Champlain Valley Exposition, Inc. PO Box 209 Essex Junction, Vermont 05452 Fax: 802-879-5404 Attention: Executive Director
If to the Village:	Village of Essex Junction 2 Lincoln Street Essex Junction, VT 05452 Fax: 802-878-6946 Attention: Village Manager's Office.

12. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all previous and contemporaneous agreements and understandings, whether verbal or written, between the parties with respect to that subject matter.

**VILLAGE OF ESSEX JUNCTION**

**CHAMPLAIN VALLEY EXPOSITION, INC**

By: \_\_\_\_\_  
Patrick C. Scheidel  
Village Manager and Duly Authorized Agent  
Date:

By: \_\_\_\_\_  
Jeffrey L. Davis  
President and Duly Authorized Agent  
Date:

# FY15 Budget Hearing

Proposed Budgets

<u>FUND</u>	<u>FY 14 BUDGET</u>	<u>FY15 PROPOSED BUDGET</u>	<u>%CHANGE</u>
GENERAL FUND	\$3,344,713	\$3,468,826	3.7%
WATER FUND	\$3,084,803	\$3,223,451	4.5 %
WASTEWATER FUND	\$1,729,910	\$1,797,996	3.9 %
SANITATION FUND	<u>\$ 453,545</u>	<u>\$ 462,990</u>	2.1 %
TOTAL	\$8,612,971	\$8,953,263	3.95 %

<u>OTHER FUNDS</u>	<u>PROPOSED SPENDING</u>
GF CAPITAL RESERVE	\$ 957,520
GF BONDED PROJECTS	\$3,100,361 (not final at this date)
ROLLING STOCK	\$ 345,375 (includes debt payments)
WATER CAPITAL	\$ 82,027
WATER BONDED PROJ.	\$ 422,535
WWTF CAPITAL	\$ 70,457 (includes debt payments)
SANITATION CAPITAL	<u>\$ 420,277 (includes debt payments)</u>
TOTAL	\$5,398,552

# GENERAL FUND

BUDGET INCREASE                      \$124,115    3.7%

## CONTRIBUTING FACTORS

SALARIES/HEALTH INS	(\$ 6,993)
SHARED MANAGER	\$55,995
OTHER REDUCTIONS RELATED TO SHARED MANAGER	(\$13,658)
SENIORS SUPPORT	\$ 7,500
TREE ADVISORY COMMITTEE	\$10,000
STREAM FLOW MONITORING	\$30,000
CAPITAL CONTRIBUTIONS	\$29,572
LINCOLN HALL MAINTENANCE	\$13,540
OTHER INC/DEC	<u>(\$ 1,841)</u>
TOTAL	\$124,115

# GENERAL FUND

TAX APPROPRIATION	FY 14	FY15 PROPOSED	%INCREASE
DOLLAR AMOUNT	\$2,806,463	\$2,942,914	4.9%
TAX RATE	\$0.2666	\$0.2771	3.9%

REASON TAX RATE INCREASE IS LESS THAN APPROPRIATION INCREASE  
IS ESTIMATED INCREASE IN GRAND LIST – 1% PER YEAR NON IBM  
GRAND LIST

APPROPRIATION % INCREASE HIGHER THAN BUDGET INCREASE DUE TO  
\$12,000 REDUCTION IN NON-TAX REVENUES

# GENERAL FUND

- CHALLENGES
- CAPITAL BUDGET FUNDING  
LARGEST CHALLENGE – BONDING ADDED AS A POSSIBILITY TO FUND PROJECTS
- NEW SERVICES  
STREAM FLOW MONITORING  
TREE ADVISORY COMMITTEE  
SENIORS SUPPORT
- LINCOLN HALL MAINTENANCE  
NECESSARY MAINTENANCE TO OUTSIDE OF BUILDING



# GENERAL FUND

## COST SAVING INITIATIVES

- SHARED MANAGER
- STREET DEPARTMENT DELAYING HIRING OF FULL-TIME EMPLOYEE TO SEE IF THERE IS A MORE ECONOMICAL WAY TO MANAGE SNOW REMOVAL.
- GRANT PROCUREMENT

# GENERAL FUND CAPITAL RESERVE PROJECTS

• LIBRARY SURVEILLANCE CAMERAS	\$ 10,000
• ALGONQUIN AVE. WTRLINE/RDWAY ENGINEERING	\$ 12,082
• RAILROAD AVE. WTRLINE ENGINEERING	\$ 7,138
• PAVING	\$150,000
• CRESCENT CONNECTOR RD.	\$284,345
• MULTIUSE PATH NORTH	<u>\$493,955</u>
TOTAL	\$957,520

Note: Woods End Road Reconstruction of \$677,579 moved into  
FY14

# PROJECTS PROPOSED FOR BONDING

	Amount to Bond For
School St. Road Reconstruction, Waterline, Sanitation Sewer	\$ 598,487
Maple St. Replace Drainage Pipe that crosses Main S.t	\$ 175,337
Briar Lane Road Reconstruction, Waterline and Sidewalk	\$1,185,784
Hillcrest Drainage, N Hillcrest Water and Drainage	\$ 275,277
Main St. Drainage, Curb, Sidewalk Bridge to Crestview, Bridge, Enclose Drainage to top of hill	<u>\$1,458,694</u>
Total	<u>\$3,693,579</u>

Note: An additional \$132,530 of funding for these projects will come from the Sanitation Fund Capital Reserve

# Estimated Cost of Bond for Average Taxpayer

Year One	\$21.55
Year Two	\$66.61

# ROLLING STOCK FUND PURCHASES

- DIESEL DUMP TRUCK \$148,405
- SIDEWALK PLOW \$144,350

# ENTERPRISE FUNDS

## CHALLENGES

- DIFFICULTY ESTIMATING COSTS DUE TO REFURBISHMENT PROJECT
- WWTF BOND PAYMENT – THE ADDITION OF \$19,000 TO FUND BOND PAYMENT TO GRADUALLY INCREASE THE SANITATION RATE TO WHERE IT WILL NEED TO BE ONCE PAYMENT OF THE SRF LOANS BEGINS (FY17)
- WATER METER REPLACEMENT PROGRAM – WE HOPE TO FINISH IN FY16 AND HAVE INCREASED THESE PROJECTS IN THE WATER AND SANITATION CAPITAL RESERVE PLANS



# ENTERPRISE FUNDS CAPITAL PROJECTS

## WATER FUND CAPITAL

METER UPGRADES TO RADIO READS	\$58,334
ALGONQUIN WATER LOOP ENGINEERING	\$ 4,848
RAILROAD AVE. WATERLINE	\$ 7,797

## WATER FUND BONDED PROJECTS

SCHOOL ST. RD. RECONST,WTR,SEWER	\$212,477
N. HILLCREST WATER & DRAINAGE	\$ 66,324
BRIAR LANE RD. RECONST,WTRLIN ETC	\$143,734

## SANITATION FUND CAPITAL

METER UPGRADES TO RADIO READS	\$116,667
MANHOLE REHABILITATION	\$ 20,000
SCHOOL ST. RD. RECONST,WTR,SEWER	\$126,612
MAIN ST. DRAINAGE, BRIDGE, CURB	\$ 5,918
SOUTH ST. PS REPLACE PUMP #1,2	\$ 33,000
TRAILER PUMP	\$ 30,000

# ENTERPRISE FUNDS CAPITAL PROJECTS

## WASTEWATER TREATMENT CAPITAL

GAS COMPRESSOR	\$18,000
FRONT END LOADER	\$50,000



## **Essex Junction Trustees Legislative Priorities for 2014**

**Water Quality** – Support Legislative action that addresses the largest sources of pollution with the greatest return on money invested. Water quality is a long term investment with finite resources. A sustainable direction for moving forward is required for success. Legislation should address all sources of pollution for fairness and broad based compliance without singling out National Pollution Discharge Elimination System (NPDES) permits. Funding distribution shall be broad based and shall minimize cost shift of unfunded mandates to municipalities. Return financial and technical requirements for monitoring the waters of the state to the ANR, not to permit holders.

**State Highway Paving** – The Trustees support legislation and/or budgetary priorities that require the state to meet its responsibilities to pave and maintain state highways.

**Licensing for Massage Therapists** – The Village is currently working on changes to the Land Development Code to regulate the opening of massage therapy establishments with the intent of preventing illegal massage parlors from operating in the Village. The Trustees support any legislation at the state level requiring licensure for massage therapists and consider such licensing an additional tool in the prevention of human trafficking and sexual exploitation.

## **Essex Junction Trustees Legislative Priorities for 2014**

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# DRAFT

Version 2: 1/22/14

## Essex Junction's Village Center Redevelopment Project: Thoughtful Growth Through Partnerships

**Summary:** The recent Heart & Soul project in Essex Junction and Essex Town identified Thoughtful Growth as a key community value. Citizens expressed concern at the pace and direction of some development initiatives in the community and expressed the desire for the Village and Town governments to adopt a more holistic approach to development that balances design, scale, pedestrian access, vehicular flow, and economic vitality. At the same time, pending large-scale development projects in the Village Center, such as the Crescent Connector and construction of a multistory mixed residential/commercial building at Five Corners will likely have a significant impact on the aesthetics and accessibility in the Five Corners area which could, in turn, affect the quality and direction of subsequent redevelopment. To address the citizen concerns for thoughtful growth, and to ensure that development follows a balanced, sustainable path the Essex Junction government is seeking the services of an independent consultant to work with Village staff to help plan a direction for Village Center redevelopment.

### Scope of Services:

**I. Bring Property Owners and Potential Developers into the Planning Process:** As an initial step in the planning process, meet one-on-one or collectively with property owners, developers, brokers, Village Trustees and planners to solicit and assess their views on development in the Village Center.

**The goal of this service is to:**

- Help the Village leadership understand the concerns and financial challenges that property owners and developers face as the cost of doing business or owning commercial property in the Village center.
- Give assurance to property owners and developers that the Village considers them to be partners in Village Center redevelopment efforts.
- When possible, and with sensitivity to the inherently competitive nature of the business environment, identify opportunities for property owners and potential developers to collaborate on prospective projects to achieve mutually desirable goals.

**II. Help Envision a Redeveloped Village Center:** Create an idealized streetscape, traffic flow, and building design plan which property owners, developers, and Village planners can use as a guide for redevelopment projects. The intent is not to generate a precise blueprint which must be followed, but to inspire property owners, developers, Village officials, and citizens with the possibilities for how new development, based on the criteria listed below, could be integrated with significant existing buildings and infrastructure, such as the Brownell Block and Veterans Memorial Park, to create a balanced, economically vital community center that benefits all stakeholders.

**The goal of this service is to:**

- Streamline the application review process by ensuring that applications for new construction and infrastructure are harmonious with existing, landmark buildings in the Village core such as Lincoln Hall, the Brownell Library, the Brownell Block, and the recently approved, yet-to-be constructed multistory,

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mixed use building on the former People's Bank Property.

- Streamline the application review process by helping developers envision the kind of design standards and construction that are compatible with the Village's Land Development Code for the Village Center District.
- Streamline the application review process by increasing certainty in investment decisions. Ensure new construction and infrastructure reflects the community values identified by the recent Heart & Soul Project as a means to achieving a robust and vibrant community.
- Hold an open Charrette for Village residents to illustrate how properties currently in the Village Center District and new opportunities adjacent to the Crescent Connector might be redeveloped to maximize the economic, social, and ecological potential of the Village Core.
- Illustrate how possible long-term changes in traffic flow, such as re-routing tractor trailer truck traffic away from Five Corners, and/or "pedestrianizing" a short section of Main Street might enhance the aesthetics, pedestrian accessibility, air quality, and economic vitality of the Village Center.

**III. Bring Community members into the Planning Process:** Hold a Charrette that allows community members to express their desires and opinions regarding redevelopment of the Village Center. The Charrette should inform the previously described streetscape and building design plan and help the Village leadership and business community align their planning efforts with the desires of the community.

**The goal of this service is to:**

- Help community members understand the planning process
- Help community members gain a realistic understanding of the financial, legal, and physical constraints and challenges of redeveloping the Village Center, and within the framework of those constraints obtain a sense of the Village community's aspirations for the Village Center, and the kinds of architectural themes that might align with community values



2 Lincoln Street  
Essex Junction, VT 05452  
[www.essexjunction.org](http://www.essexjunction.org)

## **MEMORANDUM**

**TO:** Village Trustees and Patrick Scheidel, Village Manager  
**FROM:** Lauren Morrisseau, Finance Director  
**DATE:** 1/28/14  
**SUBJECT:** Woods End Reconstruction *LM*

### **Issue**

The issue is whether or not to go out to bid for the Woods End Reconstruction in February with the goal of starting the project in April and completing the project before the end of June.

### **Discussion**

Currently Woods End Reconstruction is scheduled in the General Fund Capital Plan for FY15. The design engineering and bid documents are almost completed and our Engineer is recommending that, if possible, we go out to bid in February with the intention of starting the project mid-April with completion before the end of this fiscal year. The Engineer is confident we will get a better price if we follow this schedule – even better than if we wait to start the project in June - as contractors will be anxious to get started in early spring. This type of project is suited to an early spring start. If the project schedule was moved up to April of 2014, the Capital Reserve Fund could end the fiscal year with a deficit which would be made up in FY15 with contributions from the General Fund. The cash deficit in the Capital Fund would be covered by our General Fund fund balance on a temporary basis.

### **Cost**

The estimated construction cost of this project is \$609,297. Including engineering the total cost of the project is estimated at 730,377. Going out to bid early may reduce construction cost. Half of the engineering cost was already accounted for in the FY14 Plan. The amount to be moved into the FY14 Capital Plan from the FY15 Capital Plan is \$677,579.

### **Recommendation**

Staff recommends the Trustees amend the FY14 General Fund Capital Reserve Plan to include Woods End Reconstruction.

**GENERAL FUND CAPITAL RESERVE PLAN**

Rev.

PROJECTS FUNDED BY VILLAGE \$ ONLY	Ref. #	Project Total	Prior	FY14	FY15	FY16	FY17	FY18	FY19	Future
Fire House Fire Escape Replacement		15,000		15,000						
Fire House - Replace Roof		24,000		24,000						
Woods End Reconstruction		730,377	1,584	728,793						
Village Office Renovations				19,387						
Library Surveillance Cameras					10,000					
Algonquin Ave. Waterline Installation/Roadway Reconstr.	W				12,082	139,560				
Railroad Ave. Waterline Main St. to Central Ave.	W				7,138	82,436				
Village Server Replacement							20,000			
Central St. Waterline Lincoln St. to Main St. (FY22)	W,S									1,055,645
Brownell Library Asphalt Shingle Roofs replace (FY23)		35,439								35,439
Paving		1,375,000								
<b>Totals Project Funded by Village \$ Only</b>				912,180	179,220	396,996	220,000	225,000	250,000	1,341,084

**PROJECTS FUNDED BY GRANTS**

Lincoln St. Sidewalks		356,970	66,463	290,507						
Fed Grant through CCRPC & VT Trans Enhance Grnt	1	(287,976)								
Handy's Hotels & Rentals Donation		(12,000)								
<b>Lincoln St. Sidewalks Net Cost to Village</b>		<b>56,994</b>								
Crescent Connector Park St. to Maple St.		4,550,000	187,259	284,345	284,345	3,794,051				
Fed & State Grants	2	(4,500,000)								
<b>Crescent Connector Net Cost to Village</b>		<b>50,000</b>								
Multiuse Path North	3	550,527	12,572	44,000	493,955					
Federal & State Grants through CCRPC		(389,835)								
<b>Multiuse Path North Net Cost to Village</b>		<b>160,692</b>								
<b>Totals Project Funded by Grants Awarded</b>				618,852	778,300	3,794,051	0	0		0
<b>Total Cost of all Projects Funded by Village \$ Only and Grants</b>				<b>1,531,032</b>	<b>957,520</b>	<b>4,191,047</b>	<b>220,000</b>	<b>225,000</b>	<b>250,000</b>	<b>1,341,084</b>

**GENERAL FUND CAPITAL RESERVE FUNDING & FUND BALANCE**

<b>Beginning Fund Balance</b>				455,938	(92,180)	6,479	37,941	286,067	551,849	
<b>Planned Spending</b>				(1,531,032)	(957,520)	(4,191,047)	(220,000)	(225,000)	(250,000)	
<b>Funding Sources</b>										
Lincoln St. Sidewalks Federal Grant through CCRPC	1	287,976	39,834	248,142						
Donation for Lincoln St. Sidewalk (Handy's Hotels)	1	12,000	12,000							
Crescent Connector Grant	2	4,500,000	155,350	284,345	284,345	3,775,960				
Multiuse Path North Grants	3	389,835		43,999	345,836					
CVE Annual Contribution		135,000	60,000	15,000	15,000	15,000	15,000	15,000	15,000	
General Fund Transfer In				391,427	410,999	431,549	453,126	475,782	499,572	
<b>Total Revenues</b>				982,914	1,056,180	4,222,509	468,126	490,782	499,572	
<b>Ending Fund Balance</b>				(92,180)	6,479	37,941	286,067	551,849	801,421	

W, S - The project involves water line or sanitary sewer line work in addition to street/sidewalk work. Additional funds have been set aside in the Water and or Sanitation Capital Reserve for the water line or sanitary sewer line work.



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## MEMORANDUM

**TO:** Village Trustees and Patrick Scheidel, Village Manager  
**FROM:** Lauren Morrisseau, Finance Director *LM*  
**DATE:** 1/28/14  
**SUBJECT:** 1/14/14 Bond Authorization Vote memo updated with current bond interest rates

### Issue

The issue is whether or not the Trustees will ask the Village voters to authorize the Village to bond for certain infrastructure projects, and how many projects will be included in the amount authorized.

### Discussion

Attached is an analysis of the costs for bonding for a group of projects identified as the 5 most important infrastructure projects needed in the Village at this time by the Capital Committee. Projects included are School St. Rd. Reconstruction, Waterline, Sanitary Sewer; Main St. Drainage, Curb, Sidewalk, Bridge, Pleasant St. to Athens Dr.; Hillcrest Drainage, N Hillcrest Water and Drainage; and Maple St. Drainage Pipe Replacement. Below is a summary of the 4 scenarios in the analysis. The Trustees at their all day budget meeting had asked for the cost of bonding if the Main St. project was narrowed to only enclosing the drainage. The Capital Committee recommended that if the project were to be reduced it should still include the new bridge, sidewalk and curbing to Crestview. The Scenario with the Capital Committee recommendation is number 2.

Projects grouped	Amount to Bond	1 <sup>st</sup> year GF Debt Service	2 <sup>nd</sup> Year GF Debt Service	1 <sup>st</sup> Year Est. Tax Rate	2 <sup>nd</sup> Year Est. Tax Rate
1) Top 5 Projects	\$4,945,937	\$120,298	\$371,805	\$0.0113	\$0.035
2) 4 Top Projects/with Reduced Main St. per Capital Committee	\$3,693,579	\$ 86,051	\$265,959	\$0.0081	\$0.025
3) 4 Top Projects/with Reduced Main St. With Drainage only	\$3,100,361	\$ 70,446	\$217,727	\$0.0066	\$0.0205
4) 4 Projects – Main St. Excluded	\$2,234,885	\$ 47,677	\$147,357	\$0.0045	\$0.0139

**Cost**

The cost to a Village tax payer with a home assessed at \$266,000 is as follows:

Scenario 1: 1<sup>st</sup> year, \$30.13 2<sup>nd</sup> year, \$93.12

Scenario 2: 1<sup>st</sup> year, \$21.55 2<sup>nd</sup> year, \$66.61

Scenario 3: 1<sup>st</sup> year, \$17.64 2<sup>nd</sup> year, \$54.53

Scenario 4: 1<sup>st</sup> year, \$11.94 2<sup>nd</sup> year, \$36.90

Please note these cost amounts are estimates only based on the Bond Bank's projection of interest rates for its next issue.

**Recommendation**

This is an information item for Trustees discussion.



PROJECTS TO BE FUNDED BY BONDING	Project Total	General Fund	Water Fund	Sanitation Fund
<b>Scenario 1</b>				
School St. Road Reconstruction, Waterline, Sanitary Sewer	725,099	386,010	212,477	126,612
Main St. Drainage, Curb, Sidewalk, Bridge, Pleasant St. to Athens Dr.	2,734,662	2,711,052	0	23,610
Hillcrest Drainage, N Hillcrest Water & Drainage	275,277	208,953	66,324	0
Briar Lane Road Reconstruction, Waterline and Sidewalk	1,185,784	1,042,050	143,734	0
Maple St. Replace Drainage Pipe that Crosses Maple St.	175,337	175,337	0	0
<b>Total Projects to Bond For</b>	<b>5,096,159</b>	<b>4,523,402</b>	<b>422,535</b>	<b>150,222</b>

General Fund Plus Water	4,945,937			
Percentage GF	91%	Tax Rate		Taxes on Avg Home
Percentage Water	9%			
1st year Bond payment just interest	131,535			
General Fund	120,298	\$ 0.0113	\$	30.13
Water Fund	11,237			
2nd Year Bond Payment	406,536			
General Fund	371,805	\$ 0.0350	\$	93.12
Water Fund	34,731			

<b>Scenario 2 - Reduce Main St. Project as recommended by Capital Committee</b>	<b>Project Total</b>	<b>General Fund</b>	<b>Water Fund</b>	<b>Sanitation Fund</b>
School St. Road Reconstruction, Waterline, Sanitary Sewer	725,099	386,010	212,477	126,612
Maple St. Replace Drainage Pipe that Crosses Maple St.	175,337	175,337	0	0
Briar Lane Road Reconstruction, Waterline and Sidewalk	1,185,784	1,042,050	143,734	0
Hillcrest Drainage, N Hillcrest Water & Drainage	275,277	208,953	66,324	0
Main St. Drainage, Curb, Sidewalk, Bridge to Cresview, Enclose Drainage to Top of Hill	1,464,612	1,458,694		5,918
<b>Total</b>	<b>3,826,109</b>	<b>3,271,044</b>	<b>422,535</b>	<b>132,530</b>

General Fund plus Water	3,693,579			
Percentage GF	89%	Tax Rate		Taxes on Avg Home
Percentage Water	11%			
1st year bond payment	97,167			
General Fund	86,051	\$ 0.0081	\$	21.55
Water Fund	11,116			
2nd Year Bond Payment	300,315			
General Fund	265,959	\$ 0.0250	\$	66.61
Water Fund	34,355			

<b>Scenario 3- Reduce Main St. Project to Drainage Only</b>	<b>Project Total</b>	<b>General Fund</b>	<b>Water Fund</b>	<b>Sanitation Fund</b>
School St. Road Reconstruction, Waterline, Sanitary Sewer	725,099	386,010	212,477	126,612
Maple St. Replace Drainage Pipe that Crosses Maple St.	175,337	175,337	0	0
Briar Lane Road Reconstruction, Waterline and Sidewalk	1,185,784	1,042,050	143,734	0
Hillcrest Drainage, N Hillcrest Water & Drainage	275,277	208,953	66,324	0
Main St. Enclose Drainage, New Curb from Bridge to to of Hill West Side	865,476	865,476		
<b>Total</b>	<b>3,226,973</b>	<b>2,677,826</b>	<b>422,535</b>	<b>126,612</b>

General Fund plus Water	3,100,361			
Percentage GF	86%	Tax Rate		Taxes on Avg Home
Percentage Water	14%			
1st year bond payment	81,561			
General Fund	70,446	\$ 0.0066	\$	17.64
Water Fund	11,116			
2nd Year Bond Payment	252,082			
General Fund	217,727	\$ 0.0205	\$	54.53
Water Fund	34,355			

<b>Scenario 4 - Take out Main St. Completely</b>	<b>Project Total</b>	<b>General Fund</b>	<b>Water Fund</b>	<b>Sanitation Fund</b>
School St. Road Reconstruction, Waterline, Sanitary Sewer	725,099	386,010	212,477	126,612
Maple St. Replace Drainage Pipe that Crosses Maple St.	175,337	175,337	0	0
Briar Lane Road Reconstruction, Waterline and Sidewalk	1,185,784	1,042,050	143,734	0
Hillcrest Drainage, N Hillcrest Water & Drainage	275,277	208,953	66,324	0
<b>Total</b>	<b>2,361,497</b>	<b>1,812,350</b>	<b>422,535</b>	<b>126,612</b>

General Fund plus Water	2,234,885			
Percentage GF	81%	Tax Rate		Taxes on Avg Home
Percentage Water	19%			
1st year bond payment	58,793			
General Fund	47,677	\$ 0.0045	\$	11.94
Water Fund	11,116			
2nd Year Bond Payment	181,712			
General Fund	147,357	\$ 0.0139	\$	36.90
Water Fund	34,355			



Patrick Scheidel  
Village Manager  
[PatS@essexjunction.org](mailto:PatS@essexjunction.org)

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Fax: (802) 878-6946

## **MEMORANDUM**

**TO:** Village Trustees  
**FROM:** Pat Scheidel, Village Manager  
**DATE:** January 24, 2014  
**SUBJECT:** Financial agreement with CVE

The CVE Board is meeting on Monday, 1/27 and we expect to hear from the Executive Director on Tuesday, 1/28 regarding formal approval for a new agreement. The new agreement will follow.

Attached is the current agreement for your information.

**AGREEMENT BETWEEN**  
**CHAMPLAIN VALLEY EXPOSITION, INC.**  
**and**  
**THE VILLAGE OF ESSEX JUNCTION**

This Agreement is entered into by and between Champlain Valley Exposition, Inc. ("CVE"), a Vermont nonprofit corporation with its principal place of business in Essex Junction, Vermont, and the Village of Essex Junction ("Village"), a Vermont municipal corporation, with village offices located at 2 Lincoln Street, Essex Junction, Vermont. The effective date of this Agreement shall be May 15, 2009.

**RECITALS**

**WHEREAS**, CVE is the owner of lands and premises commonly known as the "Fairgrounds" located entirely within the Village; and

**WHEREAS**, CVE has historically hosted concerts, shows, and exhibitions at the Fairgrounds at various times during each year, including the annual Champlain Valley Fair; and

**WHEREAS**, CVE and the Village recognize the mutual contributions and interdependence, both tangible and intangible, each shares with the other, for the benefit of the community at large, and

**WHEREAS**, CVE has offered to make an annual cash donation to the Village, in addition to the many ongoing indirect and in-kind contributions it makes in the ordinary course of its business; and

**WHEREAS**, the Village wishes to accept CVE's offer of a cash donation and to continue working closely with CVE to develop and promote public understanding of the many contributions CVE makes to the community.

**NOW THEREFORE**, in consideration of the foregoing, and of the mutual undertakings contained herein, CVE and the Village agree as follows:

1. a). Donation. CVE agrees to make a voluntary cash donation in the amount of \$15,000 to the Village each year during the term of this Agreement. The first such donation shall be made on or before June 30, 2010, with four subsequent annual donations on or before June 30 each year, to and including June 30, 2014.

b). Town of Essex. In the event the Town of Essex attempts to implement a donation or other payment from CVE, the Village agrees that CVE's donation to the Village will be reduced by the amount of any non-voluntary payment to the Town, such that CVE's total commitment shall not exceed \$15,000 per year. CVE agrees not to pay voluntarily any donation or payment to any

**AGREEMENT BETWEEN CHAMPLAIN VALLEY EXPOSITION, INC. and**  
**THE VILLAGE OF ESSEX JUNCTION**

municipal corporations other than routine sponsorships which shall not reduce the donation to the Village.

2. Donation Use. CVE's annual donation to the Village shall be used for economic development projects within the Village.

3. Term. The conditions of this Agreement shall remain in full force and effect until December 31, 2014.

4. Surcharge. CVE may, in its sole discretion, add a surcharge to any event held at the Fairgrounds, in order to defray the cost of making its donation pursuant to this Agreement. Regardless of whether CVE actually collects such a surcharge, however, it remains obligated to make its annual donation to the Village as provided herein.

5. Other fees and charges. This Agreement shall not affect the terms of any other agreement between CVE and the Village with respect to payments made or to be made by CVE to the Village, nor shall it affect in any way the authority of the Village to enforce its existing ordinances and regulations as they may relate to activities at the Fairgrounds. However, during the term of this Agreement, the Village shall not adopt or impose any new additional fees or charges specific to CVE activities at the Fairgrounds.

6. Annual Fair. The Champlain Valley Fair is currently presented by CVE for a ten day period each year. The Village has no objection if CVE decides to extend the Fair for an eleventh day after all applicable permits have been obtained.

7. Joint Committee. The terms of this Agreement are the result of consultation and negotiation by a joint CVE/Village Committee consisting of members appointed by the Village Trustees and the CVE Board of Directors. That Joint Committee shall continue to meet from time to time throughout each year during the term of this Agreement to discuss and recommend opportunities for public outreach, and to promote positive relations between the Village and CVE. The Joint Committee may also propose economic development projects for consideration by the Village Trustees.

8. Termination. In the event CVE fails to make its annual donation to the Village as provided herein, or in the event the Village fails to honor or perform any of the promises and obligations undertaken herein, the non-breaching party may terminate this Agreement upon forty-five (45) days written notice to the breaching party, specifying such failure or violation, and this Agreement shall be terminated, unless the breaching party cures the failure or violation specified in such notice within such

**AGREEMENT BETWEEN CHAMPLAIN VALLEY EXPOSITION, INC. and**  
**THE VILLAGE OF ESSEX JUNCTION**

forty-five (45) days.

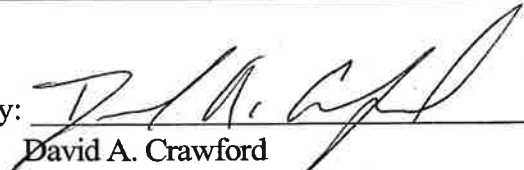
9. Notices. Any notice or other communication required or permitted to be given to a party pursuant to this Agreement shall be sent by facsimile or by certified mail, as provided below, or to such other address or destination as may be designated by written notice given pursuant to this paragraph.

If to CVE: Champlain Valley Exposition, Inc.  
PO Box 209  
Essex Junction, Vermont 05452  
Fax: 802-879-5404  
Attention: General Manager


If to the Village: Village of Essex Junction  
2 Lincoln Street  
Essex Junction, VT 05452  
Fax: 802-878-6946  
Attention: Village Manager's Office.

12. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all previous and contemporaneous agreements and understandings, whether verbal or written, between the parties with respect to that subject matter.

**VILLAGE OF ESSEX JUNCTION**

By:   
David A. Crawford  
Village Manager and Duly Authorized Agent  
Date: May 15, 2009

**CHAMPLAIN VALLEY EXPOSITION, INC**

By:   
Matthew B. Stevens  
President and Duly Authorized Agent  
Date: May 15, 2009



## **MEMORANDUM**

TO: Essex Junction Trustees and Pat Scheidel, Village Manager  
FROM: James Jutras, Water Quality Superintendent  
cc: Lauren Morrisseau and Susan McNamara-Hill, Assistant Managers  
DATE: January 24, 2014  
SUBJECT: CSWD Biosolids Participation Agreement Renewal

**Issue:** The Village of Essex Junction Wastewater facility maintains a contract with the Chittenden Solid Waste District (CSWD) for management (disposal) of process sludge (Biosolids) generated by the wastewater treatment process. This contract is up for renewal with similar terms and conditions to our prior contract.

**Discussion:** The existing contract allows for management or recycling of the material via land application and landfilling. As part of this renewal, the contract has been modified to include a third option, processing at the Grasslands Bioset facility in New York. With only one landfill in the state, the landfilling option is the most expensive option to pursue. Our priorities remain to land apply Biosolids as a primary management method followed by recycling at the Grasslands facility. Our third and final option is to landfill any material that is unable to be processed under the terms of the contract.

**Costs:** Management costs have been negotiated by CSWD on our behalf and in good faith for all Chittenden County municipalities involved in the prior contract. Prices vary based on processing method. Land application costs are highly variable based on the solids content of the Biosolids managed. That said, they are demonstrated to be much less expensive than the Bioset option at a current rate of \$86.07 per wet ton and the landfill option that vary from \$89.75 to \$94.00 per wet ton. For processing methods, the Essex Junction facility produces between 1,500 and 2,000 wet tons per year. Costs for management are adjusted by an annual indexed cost of living. Fuel costs are adjusted monthly with the New England PADD 1A independent indexing system managed by the U S Energy Information Administration.

**Recommendation:** It is recommended that the Village Trustees authorize the Manager to Sign the proposed renewal to the Chittenden Solid Waste management participation agreement.

**Jim Jutras**

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**From:** JOSH TYLER [jtyler@cswd.net]  
**Sent:** Tuesday, January 14, 2014 9:36 AM  
**To:** Jim Jutras  
**Subject:** Grasslands cost

Jim,

In response to your message this morning, the cost for Essex to go to the Grasslands Manufacturing Facility (GMF) are as follows:

	GMF		Landfill under GMF Option	Landfill (opt out)	
			\$		
<b>Disposal</b>	\$	65.79	70.87	\$	75.12
			\$		
<b>Transportation Fuel Charge</b>	\$	6.85	5.60	\$	5.60
<b>Operations Fuel Charge</b>	\$	6.15			
<b>Analytical Costs</b>					
			\$		
<b>State landfill Tax</b>			6.00	\$	6.00
			\$		
<b>CSWD Management Fee</b>	\$	7.28	7.28	\$	7.28
			\$		
<b>Total cost</b>	\$	<b>86.07</b>	<b>89.75</b>	\$	<b>94.00</b>

Analytical costs are not included because Essex WWTP will not need to increase the frequency of testing from past years – as discussed yesterday quarterly sampling satisfies the Grasslands permit.

I have also left you a voice message

Josh



Municipality: \_\_\_\_\_

## **RESIDUALS MANAGEMENT PARTICIPATION AGREEMENT**

This RESIDUALS MANAGEMENT PARTICIPATION AGREEMENT (“Agreement”) dated as of December 23, 2013, is made by and among the CHITTENDEN SOLID WASTE DISTRICT (the “District”), and the member municipality of the District the name of which is set forth on the signature page of this Agreement (individually, a “Participant”; and, together with the other municipalities entering into similar participation agreements with the District, collectively, referred to as the “Participants”).

WHEREAS, the District and the Participant previously entered in a Residuals Management Participation Agreement, dated as of August 2008 (as amended, the “Prior Agreement”);

WHEREAS, the District will enter, or has entered into, a new Residuals Management Service Agreement with New England Waste Services of ME, Inc., (d/b/a Casella Organics) and a wholly owned subsidiary of Casella Waste Systems, Inc. (“Casella Organics”) for the management of Residuals from the wastewater treatment plants from the District’s member municipalities (the “Casella Organics Contact”); and

WHEREAS, the Participant and the District desire to enter into this Agreement, which shall supersede the Prior Agreement, to have the District manage the Residuals produced from the Participant’s wastewater treatment Plant(s) as set forth herein.

NOW THEREFORE, in consideration of the mutual obligations undertaken herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

### **1. Management of Residuals**

- 1.1. The Participant shall provide to the District all Residuals generated or produced at all of the Participant's municipal wastewater treatment plant(s) (the “Plant(s)”) and the District shall manage such Residuals as set forth herein.
- 1.2. The District shall accept Residuals, subject to the terms of this Agreement, the Casella Organics Contract (Exhibit A to this Agreement), and all applicable laws, rules, regulations and permits. All Residuals shall meet the standards set forth in the Casella Organics Contract and shall be managed and disposed of by the District pursuant to the Casella Organics Contract. In the event the Residuals do not meet the standard under the Casella Organics Contract or constitute “Non-Conforming Waste” as specified therein, the District shall not be responsible for managing such non-conforming Residuals.



- 1.3. The District will contract, or subcontract, for the management and disposal of Residuals. Residuals will be disposed of at a landfill Facility (as defined in the Casella Organics Contract) or managed by Agronomic Utilization, recycling and processing at Grasslands, or other means as provided in the Casella Organics Contract.
- 1.4. The Participant shall allow the District, and its agents, upon not less than two days' notice, access to the Plants and all books and records relating to, or applicable to, the Plants in order to perform this Agreement and the Casella Organics Contract.
- 1.5. The District may reject Residuals that are Non-Conforming Waste, or that do not meet the Quality Standard.
- 1.6. In the event that Casella Organics is unable to manage or otherwise provide for disposal of Residuals under the Casella Organics Contract, but the Casella Organics Contract has not otherwise terminated, the District may dispose of such Residuals at an alternative facility or treatment process on a temporary basis not to exceed 6 months as may be designated by the District. If an alternate facility or treatment process is designated by the District, then the applicable Fees (as detailed in Sections 5, 6 and 7) may be adjusted by the District to fully cover the costs of such alternative facility or process.
- 1.7. If an alternate facility or treatment process is designated by the District due to a termination of the Casella Organics Contract, and, as a result, the sum of the applicable Fees are increased, then the Participant shall have the right to terminate participation in this Agreement. Any such termination shall be on not less than thirty (30) days' written notice to the District. Any such termination shall not affect the Participant's obligations or liabilities to the District arising prior to the effective date of such termination.
- 1.8. The Casella Organics Contract provides that Casella Organics may process and dispose of Residuals that meet the certain standards (as set forth in the Casella Organics Contract) at the Grasslands Manufacturing Facility located in Chateaugay, New York ("Grasslands"). If the Residuals provided by the Participant meet the standards for processing at the Grasslands Facility, the District will direct such Residuals to the Grasslands Facility to the extent allowed under the Casella Organics Contract, and taking into account the Residuals collected from the Plants of other Participants. At the election of the Participant, upon not less than Three Hundred and Seventy Five days' notice to the District, the Participant may elect to not use the Grasslands for processing and recycling of its Residuals. Upon such election, the District will exercise its right under the Casella Organics Contract to direct that the Residuals from the Participant's Plant(s) be disposed of at the Facility as set forth in the Casella Organics Contract and at the higher rate(s) as set forth therein.

## **2. Residuals Quality, Testing and Archiving; Changes in Residuals Generated**

- 2.1. Upon the request of the District, the Participant shall provide all information to the District relative to current and proposed Plant wastewater treatment processes, including the use or proposed use of chemicals or additives, which might materially affect the quality of the Residuals.
- 2.2. The Participant, at its expense, shall test all Residuals as required by the District, the Casella Organics Contract and as otherwise required by applicable law, regulation and permits. The Participant shall provide all test analyses and results which the Participant obtains, whether or not such tests are required by this Agreement, to the District within ten (10) days after the Participant's receipt, and within ten (10) after the District's request, to any third-party which the District specifies. Upon request, the District shall provide copies of the test analyses and results received from other Participants to the Participant.
- 2.3. If the Participant seeks to have the Residuals managed by Agronomic Utilization or the Grasslands Option as provided in the Casella Organics Contract, the Participant shall be required to take representative proportional samples of all Residuals removed for such disposal and all such Residuals shall comply with the criteria outlined in sections 1.1.2, 1.1.3 and 3.1 of the Casella Organics Contract and the specific criteria identified in Exhibits D and E. In the event the Participant is not able to meet the analytical testing frequency or maximum concentration standards for the Grasslands Option within a 90 day period, Residuals will be sent to the Facility at the cost identified in the Casella Organics Contract (Exhibit A). The Participant shall properly label and preserve samples until such time that the residual samples are:
  - a. Tested/Analyzed, and
  - b. The results are submitted to the District, and
  - c. The District notifies Participant that the sample may be discarded.
- 2.4. Upon the District's request, the Participant shall promptly provide a representative sample of Residuals.
- 2.5. A Participant must obtain the consent of the District prior to accepting, processing or dewatering Residuals from (i) another municipality which does not have a participation agreement with the District or (ii) a private entity. The foregoing shall not limit the Participant from treating wastewater from commercial and residential users within the municipality, landfill leachate, or septage, collected and treated through the Participant's normal wastewater treatment facilities.
  - 2.5.1 As a condition to issuing any required consent, the District may require test results for all parameters contained in the Casella Organics Contract on both representative historical and current samples of the material proposed for

acceptance. Upon receipt of all test results reasonably required by the District, the District shall provide either its approval or disapproval within three business days after receipt of all such required test results. Failure to provide disapproval within such period shall be deemed to be consent.

2.5.2 The generator of Residuals without a Participation Agreement shall also be subject to the Residuals Quality, Testing and Archiving requirements as contained in this Section 2. The Participant shall bear full responsibility for resulting Residuals quality delivered to the District.

### **3. Residuals Quality & Quality Standard**

3.1. All Residuals to be managed by the District shall meet the Quality Standard. If the Residuals delivered by or on behalf of a Participant do not meet the Quality Standard and therefore constitute Non-Conforming Waste, then the District shall notify the Participant, and the Participant shall have the option, of:

(i) having the District process or dispose of such Residuals, in which case the Participant shall pay the District for all costs and expenses of processing and treatment of such Residuals to compensate the District for all costs and expenses of handling, processing and disposing of such Residuals, or

(ii) rejecting the delivery, in which case the Participant shall be required to dispose of the rejected Residuals in another manner, subject to all applicable laws and regulations. The District may reject the delivery of any Non-Conforming Waste notwithstanding the prior removal of such Residuals from the Plant(s).

3.2. The District will use its reasonable efforts to identify the particular Plant(s) that are the source of Non-Conforming Waste and shall promptly notify the Participants of the source and cause for such Non-Conforming Waste.

3.3 If the Participant discovers that Residuals constitute Non-Conforming Waste, the Participant shall immediately give the District notice thereof, together with a description of:

(a) the Residuals affected, dates of generation, quantity of residuals affected, method and location of dewatering, dates of shipment,

(b) relevant and material laboratory analyses with sampling and archiving methods,

(c) any known or suspected cause,

(d) any known or suspected hazards or dangers arising from the Nonconformity,

- (e) the specific known or suspected nonconformity,
  - (f) suggested handling and disposal, and
  - (g) corrective action that the Participant is taking or intends to take or cause to be taken to prevent the generation of such Non-Conforming Waste.
- 3.4. Any subsequent sampling and analyses costs of Participant's Residuals to verify results of earlier testing will be at the Participant's expense.
  - 3.5. The cost of any special sampling or analysis of other Residuals blended with the Participant's Non-Conforming Waste prior to delivery to Casella Organics shall be borne by the Participant delivering the Non-Conforming Waste to Casella Organics.
  - 3.6. The cost of any special sampling made with the Participant's Non-Conforming Waste shall be borne by the Participant delivering the Non-Conforming Waste to Casella Organics.
  - 3.7. Any modifications to the definition of the Quality Standard must be agreed upon by both parties and shall require an amendment to this Agreement.

#### **4. Grasslands Option**

- 4.1 The Casella Organics Contract provides that during the Term of the Agreement, Casella Organics will recycle at least eighty percent (80%) of the Residuals that are not marketed as Class A Biosolids or managed to Agronomic Utilization, at Grasslands on an annual basis, unless the District has exercised its option to direct that Residuals from one or more Plants be disposed of at the Facility and not be processed or recycled at Grasslands. Casella Organics shall be responsible for marketing product from GMF at its own expense.

#### **5. Processing Fees for Residuals**

- 5.1. The Participants shall pay a Disposal Processing Fee per wet ton for the disposal and management of Residuals at the Facility as set forth in Section 1.1.1 of the Casella Organics Contract. The Disposal Processing Fee shall be the sum of (1) the per wet ton rate charged the District under the Casella Organics Contract; plus (2) the Transportation Fuel Charge charged the District under the Casella Organics Contract; plus (3) the Vermont State Franchise Tax; plus (4) the District capital and administrative expense rate. The Disposal Processing Fee shall be paid for each wet ton of Residuals generated from the Plant(s). The Transportation Fuel Charge will be calculated monthly as set forth in the Casella Organics Contract. The District's capital and administrative expense rate will be

set annually by the District Board of Commissioners and may not exceed 15% of the per ton rate established under the Casella Organics Contract. The District's capital and administrative expense rate shall be based upon the District's costs and expenses, including administrative expenses, of managing biosolids and Residuals for the Participants. The District's initial capital and administrative expense rate as of September 1, 2013 is \$7.28 per ton but may change during the term of this Agreement. The District shall provide each Participant with documentation evidencing the determination of the capital and administrative expenses. The Participant acknowledges that the Disposal rate may increase in the event that (a) the Participant exercises its option under Section 1.8 of this Agreement to not use Grasslands for processing of Residuals, or in the event that the Residuals are Non-Conforming Waste for periods in excess of 90 days.

- 5.2. If a Participant certifies in writing that their Residuals meet all applicable standards and requirements for Agronomic Utilization, as set forth in section 1.1.2. of the Casella Organics Contract, such Residuals are available for Agronomic Utilization, and Casella Organics have secured the necessary permits, then the Processing Fee will be:

5.2.1. The sum of (1) the Casella Organics Contract rate for Agronomic Utilization; plus (2) the Transportation Fuel Charge charged the District under the Casella Organics Contract; plus (3) the Agronomic Utilization Analysis & Testing Annual Cap up to \$9,000 per year; plus (4) the District capital and administrative expense rate, for the amount of the Participant's Residuals that are actually sent to agronomic sites under the Casella Organics Contract. This rate is subject to an aggregate twenty percent (20%) contractual limit per operating year contained in section 1.1.2 of the Casella Organics Contract. In the event such twenty percent (20%) limit is reached, the District shall equitably pro rate such rate among all Participants who certify that the Residuals from their Plant(s) meet Agronomic Utilization standards.

- 5.3 If a Participant certifies in writing that their Residuals meet all applicable standards and requirements for the Grasslands Option, as set forth in section 3.1 of the Casella Organics Contract, such Residuals are available for the Grasslands, and Casella Organics have secured the necessary permits, then the Processing Fee will be:

5.3.1 The sum of (1) the Casella Organics Contract rate for Grasslands Option; plus (2) the Transportation Fuel Charge charged the District under the Casella Organics Contract; plus (3) the Operational Fuel charged the District under the Casella Organics Contract; plus (4) the District capital and administrative expense rate.

- 5.4. All Processing Fees shall be due and payable within 20 days of the date of the District's invoice. The District may alter these fees upon prior written notice to the Participants provided that the wet ton rate shall not exceed **115%** of the rate, per wet ton, due under the Casella Organics Contract.

## **6. Rate Adjustments**

- 6.1. The Participants acknowledge that pursuant to Section 2.4 of the Casella Organics Contract, certain Rate Adjustments (as defined in the Casella Organics Contract) may be made subject to the District's approval. The District shall provide the Participants written notice of any proposed Rate Adjustment, together with reasonable justification therefore in order to seek approval of the proposed Rate Adjustment from the Participants. If a majority (based on average historic tonnage of Residuals produced at the Plants) of the Participants and the District accept the proposed Rate Adjustment then such Rate Adjustment shall go into effect and apply to all Participants. The Participants acknowledge that if such a majority of the Participants rejects a proposed Rate Adjustment, the Casella Organics Contract may terminate in accordance with its terms.
- 6.2. The District will adjust all Rates hereunder annually (excluding any rates for transportation or fuel), on the anniversary date of this Agreement, at a rate equal to the most recent annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), all items, "Northeast Urban Size B/C – All Items Less Energy", as published by the United States Department of Labor, Bureau of Labor Statistics, or a successor index. The Participants shall not have the right to reject the consumer price index adjustment as set forth in this Section 6.2.
- 6.3. The Participants further acknowledge that due to the combining of Residuals from the Plants of some or all of the Participants, it may not be possible or economically practicable for the District to determine which wastewater treatment Plant or Plants are the cause of the increased costs due to Residuals being Non-Conforming Waste. Accordingly, to the extent, if any, that the Costs are not covered by the Fees collected under Section 5 of this Agreement, the District shall calculate each Participant's Pro Rata Share based upon (a) the Participant's total number of wet tons of Residuals that may be part of such Non-Conforming Waste divided by (b) the total number of wet tons of Residuals from all Participants that may constitute such Non-Conforming Waste. The Participants shall be obligated to pay to the District their Pro Rata Share for all Costs not covered by any Processing Fee. Such amount shall be due within 60 days after receipt of an invoice from the District. The obligation of the Participants hereunder shall not limit or impair the member municipalities' responsibilities or obligations under the Charter.

## **7. Other Fees**

- 7.1. The Participant shall pay, in addition to any Processing Fee, any Demurrage fees imposed under the Casella Organics Contract to the extent caused by the Participant relating to collection of Residuals at the Participant's temporary or permanent dewatering facility(s). Demurrage charges are at the current rate of \$98.04 per hour that Casella Organics must wait in excess of 40 minutes to load trailers at Participant's facilities or depart the Participant's facilities.
- 7.2. A charge will be made for the Minimum Load as follows. If in any month the average load weight is less than 27.63 tons, the Participant shall pay to the District, as invoiced, a surcharge to be calculated as follows:  $\text{Surcharge} = (\text{actual number of loads per month} - \text{theoretical number of loads per month}) \times \$287.44/\text{load}$ . [NOTE: The Theoretical Number of Loads =  $\text{total tons removed per month} \div 27.63 \text{ tons}$  (or 23 tons in the case of (Shelburne), which shall be calculated separately from all other plants)]. Notwithstanding the foregoing, the Participant shall not be responsible for a Minimum Load charge to the extent the inability to meet a Minimum Load is the result of the District providing a trailer that is not capable of holding a Minimum Load.
- 7.3. The Participant shall pay, in addition to any Processing Fee, any additional taxes levied or imposed on the District for Residuals managed under the Casella Organics Contract. Such taxes shall be equitably apportioned by the District per wet ton of Residuals from all Plants managed by the District for the Participants.
- 7.4. In the event (i) the Casella Organics Contract is terminated and (ii) the District has extended the term of this Agreement under Section 9.2 hereof and is providing alternative disposal or treatment facilities for the Participant's Residuals, the wet ton rate for Processing Fees for the managing and disposal of Residuals shall be established by the District and shall be the sum of (1) the actual wet ton rate for such alternative disposal or treatment facility, plus (2) the District's capital and administrative expense rate, which rate shall be not more than 15% of the total per wet ton rate including fees and taxes paid for the alternative disposal or treatment of Residuals. The Processing Fee shall be paid for each wet ton of Residuals generated from the Plant(s). The Processing Fee shall be due and payable within 20 days of the date of the District's invoice.

## **8. Regulations; Operation; Books and Records**

- 8.1. The Participant shall assist and cooperate with the District in enforcing the District's regulations and rules concerning Residuals. The current rules are set forth in Exhibit C. The District may amend Exhibit C with the prior approval of the Participants, such approval to not be unreasonably withheld or delayed.
- 8.2. The District will be responsible for the enforcement of District adopted ordinances and regulations. The Participant shall also assist and cooperate with the District in compliance with the terms of the Casella Organics Contract and

any and all permits, licenses and approvals for performance of the Casella Organics Contract.

- 8.3 The District and the Participant shall keep adequate books, records and other documentation consistent with applicable regulatory requirements and in accordance with generally accepted accounting practices, pertaining to performance of the services required by this Agreement, including, without limitation, correspondence, instructions, plans, receipts, vouchers, sampling methods, analytical results and other memoranda.
- 8.4 Casella Organics is to operate, or cause to be operated, Grasslands in accordance with all applicable laws, rules and regulations and in compliance with all permits issued for Grasslands by any governmental authority with jurisdiction over Grasslands. In the event that the State of Vermont establishes standards and regulations that are more restrictive than the standards set by the State of New York as they relate to the operation of the facility, then the Participant shall abide by the more stringent standards.

## **9. Term**

- 9.1. The term of this Agreement (the "Term") shall commence on the date of this Agreement and shall continue in effect until the expiration or termination of the Casella Organics Contract, subject to Section 9.2 below.
- 9.2 In the event the Casella Organics Contract is terminated, the District may, upon notice to the Participant, extend the term of this Agreement for such period of time that the District has secured alternative disposal or treatment facilities for Residuals. In the event the District so extends the term of this Agreement, the Participant shall have the option, upon not less than thirty (30) days' written notice to the District, to terminate its participation under this Agreement. Any such termination shall not affect the Participant's obligations or liabilities to the District arising prior to the effective date of such termination.
- 9.3. The Participant is obligated to use its good faith efforts to have all Residuals generated at the Plant(s) meet the Quality Standard. In the event that, despite such good faith efforts, the Residuals generated from the Plant(s) fail to meet the Quality Standard, and after blending with Residuals from the Plants of other Participants, is still Non-Conforming Waste when delivered to Casella Organics under the Casella Organics Contract, the Participant does not correct such failure within six months, either the District or the Participant may, upon written notice, remove the Plant or Plants(s) as the case may be from participation under this Agreement. Upon such removal, neither the District nor the Participant shall thereafter have any further obligation with respect to Residuals generated from such Plant (or Plants, as the case may be). Any such removal shall not affect any liability or obligation of the Participant arising prior to such removal. In the event



the Participant is removed from participation under this Agreement, it shall reimburse the District for its share of capital expenses incurred prior to the date of termination. Such capital expenses, and the Participant's share, shall be determined by the District and set forth in a schedule of capital expenses.

- 9.4. Any obligation for the payment of money, under Sections 5, 6, 7, 9, 10, or 14 of this Agreement shall survive termination of this Agreement and shall remain in full force and effect until discharged, satisfied, or specifically waived in writing.

## **10. Default**

- 10.1 If any Participant fails to timely pay any amount due hereunder, or fails to timely perform any other obligation required hereunder, or seeks relief from creditors under any bankruptcy or insolvency law, or if any creditor of any Participant files a petition against such Participant under any bankruptcy or insolvency law, then such Participant shall be in default under this Agreement and the District shall be able to pursue all available remedies at law or in equity against such Participant. Without limiting the foregoing, upon any such default, the District may terminate the Participant's rights under this Agreement. All such remedies shall be cumulative. Any defaulting Participant shall be liable to the District for the District's costs of collection, including but not limited to reasonable attorneys' fees and any damages for which the District may be found liable under the Casella Organics Contract.
- 10.2 If any Participant defaults under this Agreement by not delivering all of their Residuals designated in Section 1 of this Agreement, then such defaulting Participant shall be liable, and the District shall have the right to collect damages from such defaulting party. Such damages shall include all lost revenues and Processing Fees and penalties and increased costs that would be due and payable under the Casella Organics Contract. Such damages to be based upon the losses and damages based upon the difference between the amount of Residuals to be delivered under this Agreement and the amount actually delivered. The default fee shall be due within 60 days after receipt of an invoice from the District. Past due payments shall be assessed a monthly late fee charge equivalent to 1% of the overdue payment.

## **11. General**

- 11.1 In connection with the performance of all work and service hereunder, the District and the Participant agree to comply with all federal, state and local laws and ordinances and all lawful orders, rules and regulations of any constituted authority, applicable to their respective obligations hereunder, including but not limited to, social security and income tax withholding laws, unemployment compensation laws, environment, safety and health laws. In the performance of this Agreement, the District and the Participant shall not engage in any conduct or practice which violates applicable law, order or regulation prohibiting

discrimination against any person by reason of race, religion, national origin, sex, sexual orientation, age, handicapped condition or veteran's status.

- 11.2 The District and the Participant agree to comply with all United States and Canadian federal, provincial, state or local laws, rules and regulations applicable to their respective obligations hereunder or in connection herewith, including, but not limited to, the applicable requirements of the federal Solid Waste Disposal Act ("SWDA"), the Toxic Substances Control Act ("TSCA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Environmental Protection Agency Rule Part 503, Vermont Department of Transportation rules, the Occupational Safety and Health Act ("OSHA"), and the Vermont Occupational Safety and Health Act ("VOSHA"), all as may be amended from time to time, and regulations promulgated and policies issued pursuant to SWDA, TSCA, CERCLA and OSHA and VOSHA. The District shall notify the Participant if it becomes aware of any changes in law that will affect the Participant's disposal and processing of Residuals under this Agreement.

## **12. Termination of Prior Agreement**

- 12.1. Upon the effective date of this Agreement, the Prior Agreement shall terminate and be superseded by this Agreement.

## **13. Hazardous Waste**

- 13.1. Nothing in this Agreement shall obligate the District to handle any Hazardous Waste in any manner. If Residuals are determined to be Hazardous Waste after removal from the Plants and prior to land application, the District shall suggest disposal options, but the District shall have no obligation to handle such material, and, unless otherwise agreed in writing, the Participant shall immediately collect and handle such material in accordance with all applicable laws, rules and regulations.

## **14. Indemnification**

- 14.1. The Participant hereby agrees to indemnify and hold the District harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including the District's property, and injuries to or death of persons, including the District's employees, to the extent caused by or resulting from; (i) the Participant's negligence or willful misconduct; or (ii) the Participant's provision to the District of Non-Conforming Waste or (iii) any breach of this Agreement by the Participant.
- 14.2. The District hereby agrees to indemnify and hold the Participant harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising

out of any claim for loss of or damage to property, including the District's property, and injuries to or death of persons, including the District's employees, to the extent caused by or resulting from; (i) the District's negligence or willful misconduct; or (ii) the District's breach of this Agreement. The foregoing shall not be construed to be a guaranty by the District of any obligations of Casella Organics under the Casella Organics Contract.

## **15. Schedule of Exhibits**

- 15.1. The following Exhibits are hereby included and incorporated as a part of this Agreement:

Exhibit A – Residuals Management Agreement (between the District and Casella Organics)

Exhibit B - General Definitions

Exhibit C - Rules and Regulations

Exhibit D – Standards for Residuals for Agronomic Utilization

Exhibit E – Standards for Residuals for Recycling at Grasslands

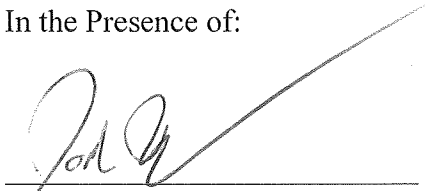
## **16. Miscellaneous Provisions**

- 16.1. Notwithstanding anything to the contrary contained in this Agreement, neither any Participant nor the District shall be liable for any failure or delay in performance of any obligation, other than an obligation to pay money, under this Agreement due to the occurrence of Force Majeure.
- 16.2. This Agreement may not be assigned by either party without the prior written consent of the other party, except that, without the consent of the Participants, the District may assign, pledge, or convey its interest hereunder as collateral security for loans or other financing. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 16.3. This Agreement may be amended only by written agreement duly executed by all parties.
- 16.4. If any provision of this Agreement or the application of such provision shall be determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law.

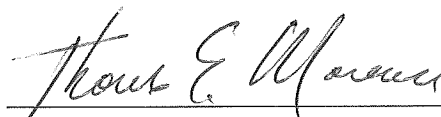
- 16.5. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. This Agreement and its construction shall be governed by the laws of the State of Vermont.
- 16.6. The District and the Participants agree that from and after the date of execution of this Agreement, each party will, upon the request of any other, execute and deliver such other documents and instruments as may be reasonably required to carry out the purpose and intent of this Agreement.

IN WITNESS WHEREOF, the District and the Participant have duly executed this Agreement the day and year first above written.

In the Presence of:

  
\_\_\_\_\_  
Witness

**CHITTENDEN SOLID  
WASTE DISTRICT**

By:   
\_\_\_\_\_  
Name: Thomas Moreau  
Title: General Manager

In the Presence of:

\_\_\_\_\_  
Witness

**PARTICIPANT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**COPY OF CASELLA ORGANICS CONTRACT**

**EXHIBIT B**  
**GENERAL DEFINITIONS**

“Agreement” shall mean this Residuals Management Participation Agreement for Member Municipalities, as the same may be amended or supplemented.

“Agronomic Utilization” shall have the meaning given in the Casella Organics Contract.

“Charter” means the District's Charter, as enacted by the Vermont Legislature (Municipal Act 17, Acts of 1991), as amended.

“District” shall mean the Chittenden Solid Waste District, and its successors and assigns.

“Cost” or “Costs” shall mean all expected and actual costs and expenses to be incurred by the District in connection with the construction, planning, permitting, operation, and maintenance, and performance of the Casella Organics Contract.

“Fees” shall mean the sum of the Processing Fee as detailed in Section 5 of this Agreement.

“Force Majeure” shall have the meaning given in the Casella Organics Contract.

“Grasslands” or “GMF” shall have the meaning given in the Casella Organics Contract.

“Hazardous Waste” shall have the meaning given in the Casella Organics Contract.

“Non-Conforming Waste” shall have the same meaning as provided in Section 3.1 of the Casella Organics Contract.

“Participant” shall mean any party (either a member municipality or other) which enters into a Participation Agreement with the District which provides for the management of Residuals by the District.

“Plant(s)” shall mean the Participant's wastewater treatment plant(s).

“Quality Standard” shall have the same meaning as provided in Section 3.1 of the Casella Organics Contract.

“Residuals” shall mean wastewater biosolids generated from treatment of water, wastewater, or other wasted liquids at the Plant(s).





**EXHIBIT C**  
**RULES AND REGULATIONS**

These Rules and Regulations are subject to change upon approval from the District's Board of Commissioners:

**1) Laboratory Analysis & Testing**

- a) The Participant is responsible for the cost of all laboratory analysis of Residuals (including sampling and sample shipment costs).
- b) The Participant shall have all the required analyses performed as required by the Plants' permits, all applicable laws and regulations for the uses contemplated in this Agreement and those required by the Casella Organics Contract.
- c) The Participant shall insure the laboratory analyses are sensitive enough to comply with the values contained in the Casella Organics Contract. The Participant and the District must be able to determine from the analytical results whether a sample meets or exceeds the limits contained in Exhibit C of the Casella Organics Contract.
- d) The Participant shall furnish to the District a copy of all analytical results and quality assurance for residuals managed under this Agreement within 5 business days of receipt from the laboratory.
- e) The Participant will reimburse the District for costs and laboratory analyses, groundwater monitoring, and other testing required for obtaining and maintaining permits for Agronomic Utilization up to the Agronomic Utilization Analysis & Testing Annual Cap as set forth in Section 6 of the Casella Organics Contract. Analyses or tests for the purposes of Residuals management by Agronomic Utilization will not be performed without the prior written consent of the Participant.

**2) Notifications**

- a) The Participant shall use reasonable efforts to notify the District ninety (90) days in advance of any change in treatment process at the Plant(s) that could materially affect the quality of the Residuals.
- b) The Participant shall notify the District in writing within 5 business days if the Participant uses chlorination in the treatment process other than final effluent disinfection or cleaning of final clarifier weirs.
- c) The Participant shall immediately notify the District if they suspect higher than historical amounts materials entering the Participant's wastewater treatment plant for:
  - i) any parameters contained in Exhibit C of the Casella Organics Contract or
  - ii) any other potential toxin
- d) The Participant shall notify and receive permission from the District prior to accepting any Residuals from municipalities or private entities not having a Participation Agreement with the District.
- e) A Participant who is responsible for dewatering Residuals and delivery directly to Casella Organics, shall provide, to both the District and Casella Organics, a schedule of full loads anticipated to be removed by Casella Organics during a given week, by Wednesday of the proceeding week.



**EXHIBIT D**  
**SPECIFIC CRITERIA FOR AGRONOMIC UTILIZATION**

[to come]

## Exhibit E

### SPECIFIC CRITERIA FOR THE GRASSLANDS MANUFACTURING FACILITY

#### **GMF Analytical Frequency Requirements**

<b>dry tons/Year</b>	<b>sampling</b>
25-199	quarterly
200-1000	every other month
1000+	monthly

#### **2013 dry tons (average 22% solids)**

<b>WWTP</b>	<b>dry tons</b>
Burlington	1823
Shelburne	178
Richmond	171
Milton	106

#### **Analytical Sampling Schedule**

<b>WWTP</b>	<b>sampling</b>
Burlington	monthly
Shelburne	quarterly
Richmond	quarterly
Milton	quarterly

#### **CSWD Parameters for Analysis**

<b>Group A</b>	<b>Group B</b>
Total Kjeldahl Nitrogen	Arsenic
Ammonia	Cadmium
Nitrate	Chromium (total)
Total Phosphorous	Copper
Total Potassium	Lead
pH	Mercury
Total Solids	Molybdenum
Total Volatile Solids	Nickel
	Selenium

	Zinc
<b>CSWD Parameters for Analysis</b>	
<b>Parameter</b>	<b>Maximum Concentration mg/kg, dry weight</b>
Arsenic	15
Cadmium	21
Chromium (total)	1,000
Copper	1,500
Lead	300
Mercury	10
Molybdenum	40
Nickel	200
Selenium	100
Zinc	2,500

## RESIDUALS MANAGEMENT SERVICE AGREEMENT

This Agreement is made as of the latest date of execution herein, by and between New England Waste Services of ME, Inc., (d/b/a Casella Organics) and a wholly owned subsidiary of Casella Waste Systems, Inc. ("Contractor") with an office at 135 Presumpscot Street #1, Portland, ME 04103, and Chittenden Solid Waste District, a union municipal district formed under the laws of the State of Vermont ("Customer") with an office at 1021 Redmond Road, Williston, Vermont 05495.

### RECITALS

**WHEREAS**, Customer's member municipalities operate the Plants, and, as a residual by-product thereof, such Plants generate approximately 14,000 wet tons per year of Residuals combined; and

**WHEREAS**, the parties desire for Contractor to provide a comprehensive service for the removal and disposition, and, to the extent provided herein, beneficial reuse, of said Residuals on the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the undersigned parties agree as follows:

Each of the capitalized terms used in this Agreement, unless otherwise expressly defined in this Agreement, shall have the respective meanings as follows:

Customer: Chittenden Solid Waste District, a Vermont a union municipal district, and its permitted successors and assigns.

Contractor: New England Waste Services of ME, Inc., (d/b/a Casella Organics), and its permitted successors and assigns.

Plants: The plants referred to in this Agreement are the wastewater treatment plants that are owned and operated by member municipalities within the Chittenden Solid Waste District, as follows: Burlington Main, Burlington North, Burlington East, Essex Junction, Milton, Richmond, South Burlington – Airport Parkway, South Burlington – Bartlett Bay, Shelburne, and Winooski.

Facility: The facility referred to in this Agreement is the Waste USA Landfill owned by New England Waste Services of Vermont, Inc., a wholly owned subsidiary of Casella Waste Systems, Inc., and located in Coventry, Vermont.

Grasslands: The Grasslands Manufacturing Facility (Grasslands, or GMF) is the facility licensed to process biosolids using alkaline lime stabilization and/or composting to create Class A biosolids products owned and operated by the Contractor and located in Chateaugay, NY.

Residuals: The materials referenced in this Agreement are wastewater biosolids generated at the Plants.

Liquid Sludge: Liquid Residuals produced at the Essex Junction, VT Waste Water Treatment Plant (WWTP) that have not been dewatered.

Class A

Biosolids: The dewatered Residuals produced and/or manufactured by the South Burlington Airport Parkway Plant that (1) meet United States Environmental Protection Agency Chapter 503 A and Exceptional Quality Standards, (2) meet all of the regulatory requirements for general distribution (unfettered by regulatory burden such as requirement for site-by-site usage permits) as a soil product within the State of Vermont, (3) do not generate nuisance odors, (4) meet all requirements for land application in Vermont, (5) meet all the conditions in the Solid Waste Management Facility Certification (“SWMFC”) issued by the Vermont Department of Environmental Conservation on April 18, 2012 (attached as Exhibit D to this Agreement), (6) are considered an agricultural amendment and do not require an improved surface for on-farm storage or have storage time limitations, (7) have an N-P-K nutrient value of approximately 7-3-0 (within a variance of 25% +/- from such values); and (8) are spreadable with conventional farm equipment and do not require specialized spreaders.

Agronomic

Utilization: Agronomic Utilization means the beneficial use of the Residuals as a soil amendment at farms or other locations, according to applicable laws and regulations and permits specific to each location.

Sites: Sites are locations where Contractor provides the service of Agronomic Utilization for Residuals from the Customer.

Containers: The 40-50 cubic yard capacity trailers selected by the Customer after consultation with the Contractor and utilized in the removal of the Residuals.

## **1. SERVICES**

**1.1. General.** Contractor hereby agrees to collect Residuals at the Plants and remove and transport the Residuals according to a schedule as set forth in Section 1.2 (the “Schedule”). Contractor will recycle the Residuals at Grasslands, provide Agronomic Utilization services, market Class A Biosolids, dispose of the Residuals at the Facility, or manage the Residuals by other means, all as described below:

1.1.1. Disposal. During the Term of the Agreement, Contractor will dispose of no more than twenty percent (20%) of the Residuals that are not marketed as Class A Biosolids or managed to Agronomic Utilization, at the Facility on an annual basis, unless the Customer has exercised its option to direct that

Residuals from one or more Plants be disposed of at the Facility instead of through Agronomic Utilization.

- 1.1.2. Agronomic Utilization. Contractor will use reasonable business efforts to provide Agronomic Utilization, including farm fertilization and land reclamation, for up to 600 dry tons of Residuals on an annual basis. Agronomic Utilization is subject to receipt of all required permits and requires that the Customer facilitate Contractor's Agronomic Utilization efforts by providing usual and customary support including: (i) providing Contractor with at least nine (9) months advance notice of intent ("Notice of Intent of Agronomic Utilization") to certify specific quantities of Residuals from specific Plants as meeting the USEPA Chapter 40 CFR 503 requirements and all applicable laws, regulations and permits, (ii) approving of all required analyses and testing, (iii) providing Contractor timely and complete laboratory analyses of Residuals as reasonably required for Contractor's logistics and operations and as required by applicable laws, permits and regulations, (iv) acceptance of a Schedule (including dewatering schedule) that is compatible with farming schedules, farmer crop rotations, Site use requirements (including field storage), and applicable laws, permits and regulations, and (v) communication by Customer with regulatory officials and state policy-makers in support of Contractor's efforts at permitting and implementing Agronomic Utilization. In the event that Customer does not provide Residuals for Agronomic Utilization, as stated in Customer's Notice of Intent of Agronomic Utilization, such that Contractor is unable to implement Agronomic Utilization as intended, the "Agronomic Utilization Analysis & Testing Annual Cap" (see Article 2.1.1) will not apply.
- 1.1.3. Recycling at Grasslands. During the Term of the Agreement, Contractor will recycle at least eighty percent (80%) of the Residuals that are not marketed as Class A Biosolids or managed to Agronomic Utilization, at Grasslands on an annual basis, unless the Customer has exercised its option to direct that Residuals from one or more Plants be disposed of at the Facility and not be processed or recycled at Grasslands. Contractor shall be responsible for marketing product from GMF at its own expense.
- 1.1.4. Class A Biosolids Marketing. Class A Biosolids produced at the South Burlington Airport Parkway Plant shall be made available to the Contractor for distribution, marketing and sale. The Contractor agrees to: (a) use its best efforts to develop a diverse customer base as needed to meet the needs of the City of South Burlington in connection with the sale of Class A Biosolids; (b) ensure that customers are ready to receive the Class A Biosolids as they are produced; (c) determine appropriate product application rates for each customer; (d) ensure proper application setbacks and other site restrictions as may be needed in connection with Class A Biosolids; (e) provide a team of agricultural sales specialists to increase the market value for the Class A Biosolids; (f) attend appropriate trade shows to promote and market the Class



A Biosolids; and (g) use its best efforts to increase the price at which it is able to sell Class A Biosolids.

In the event that any biosolids produced at the South Burlington Airport Parkway Plant are not Class A Biosolids, such biosolids shall be deemed to be, and shall be treated in the same manner as, any other Residuals under this Agreement.

- 1.1.5. Other Utilization Options. Contractor retains the option, but not the obligation, to use the Residuals at the Base Rate for “Disposal, Other Utilization” pursuant to Article 2.1, for purposes and in a manner other than those specified above. Further, Contractor intends to research and evaluate alternative recycling and/or beneficial uses for Residuals and will propose to Customer those utilization options that receive Contractor’s favorable evaluation and meet Contractor’s cost structure.

**1.2. Residuals Removal Schedule.** The Schedule for removal of Residuals shall be prepared by Customer weekly, based upon the Plants’ dewatering or operating schedules and Contractor’s reasonable service capabilities, and approved by the Contractor and mutually agreed each Wednesday for the following week. Customer will apply good faith efforts to accurately prepare the Schedule. In the event of an unanticipated change in the Plants’ dewatering or operating schedules, Contractor will use reasonable business efforts to accommodate any Customer requested Schedule modifications to meet the dewatering or operating schedules of the Plants upon 48 hours’ notice. Contractor will remove filled containers from the sludge bays or other mutually agreed upon locations at the Plants pursuant to the Schedule. Unless otherwise mutually agreed, service is provided during regular business hours 6AM-3PM Monday – Friday, exclusive of holidays. For service for Liquid Sludge, loading and removal will be between 7 a.m. and 7 p.m., Monday thru Saturday, during times when conditions set forth in Contractor’s Land Application Certification are met for land application of Liquid Sludge.

Before scheduling of any removal of Class A Biosolids from the South Burlington Airport Parkway Plant, the Customer shall on the frequencies listed in the SWMFC provide or cause to be provided to the Contractor evidence satisfactory to the Contractor as to the qualification of such biosolids as Class A Biosolids. Upon receipt of such evidence and notification of a full trailer load ready for removal, the Contractor shall promptly remove such Class A Biosolids from the South Burlington Airport Parkway Plant, and beneficially reuse them.

**1.3. The Containers.** For the removal and transportation of Residuals, the Contractor will utilize the Containers provided by and owned by the Customer. The Containers will not be used for the removal or transportation of Liquid Sludge; the Liquid Sludge shall be removed and transported separately as provided for below. Throughout the Term of this Agreement, Contractor will lease (hereinafter “Trailer Lease”) the Containers from the Customer, and Customer will provide under such Trailer Lease of seven (7) Containers in good, serviceable and safe condition (“Fit for Service”) to enable the Contractor to reasonably perform its responsibilities under the Agreement, while rotating each of the Containers

through an inspection and repair schedule as detailed in the Trailer Lease. In the event that the Customer does not provide seven (7) Containers for any reason, or if Containers are not Fit for Service, or if the service needs of the Customer increase the number of Containers necessary for Contractor to reasonably perform its responsibilities under the Agreement, the Customer will lease substitute or additional trailers from another commercial source. Both Contractor and Customer agree to comply with the terms and conditions of the Trailer Lease which is attached hereto as Exhibit B, including any provision regarding repair and maintenance of the Containers. In the event that any Container is not fit for service as a result of the Contractor being in breach of its obligations under this Agreement or the Trailer Lease, then the costs for the repair of the Container, or providing substitute Containers shall be borne by the Contractor. In the event that any Container is otherwise not fit for service, or in the event that additional Containers are necessary for Contractor to reasonably perform its responsibilities under the Agreement, then the costs of any substitutes or replacement Containers shall be borne by the Customer. For the removal and transportation of Liquid Sludge, Contractor, or their subcontractor, will utilize a specialized agricultural spreader ("Spreader") customary and normal for the removal and land application of Liquid Sludge. Such Spreader or similar container equipment shall not be subject to the lease provisions described above or detailed in Exhibit B.

**1.4. Loading and Minimum Load.** Customer will load Containers evenly, to the level specified by Contractor. All Container loads for all Plants will be filled to a minimum of 27.63 tons per load, except Shelburne plant which will be filled to a minimum of 23 tons per load (collectively, the "Minimum Load"). At the discretion of the Contractor, the Minimum Load quantities may be reduced to accommodate Contractor's operating requirements. Customer is responsible for not exceeding the maximum legal loads as designated by the Contractor. Contractor will provide notice to the Customer within 48 hours for all loads that fail to meet the Minimum Load, or that exceed the Maximum legal load size. After Contractor removes a loaded Container from a Plant, the Contractor will position a replacement Container in the manner and at the location specified by the Customer, subject to availability of Containers from the Customer. For the removal and transportation of Liquid Sludge, the Village of Essex Junction, VT and its wastewater treatment staff, will load the Liquid Sludge using existing sludge storage area pumps, operating at a combined capacity of approximately 700 GPM +/- . Fill hoses provided by Customer shall be 4 inches with 6 inch fittings available. When Contractor provides services for Liquid Sludge, Customer shall provide a wash down area and Plant water for use in cleaning equipment. Customer shall use reasonable efforts to provide Liquid Sludge with consistent solids concentration suitable for the land application process. Customer will provide daily solids testing data on Liquid Sludge when the Liquid Sludge services are provided by the Contractor.

**1.5. Regulatory Responsibilities and Approvals.** As the manager of the Residuals, Contractor will provide itemized reports tracking the transportation and disposal, recycling, or Agronomic Utilization of all Residuals and Non-Conforming Waste (if any) and other operations information regarding Contractor's services as may be required to enable Customer to prepare its regulatory reports and respond to inquiries from regulatory agencies. Contractor will use reasonable business efforts to obtain permits and approvals, as required to fulfill its responsibilities pursuant to this Agreement, and service under this Agreement is contingent

upon receipt and maintenance of applicable permits and approvals. Once obtained, Contractor will use reasonable business efforts to maintain such permits and approvals. Contractor will promptly provide notice to Customer if it is unable to obtain or maintain applicable permits. Contractor will provide to Customer copies of all permits relevant to the performance of their obligations hereunder. As the generator of the Residuals, Customer will provide Contractor with representative samples of the Residuals and information about the production and/or waste treatment process generating the Residuals, about the Residuals themselves, and about the Customer's operations, and Customer will execute permit applications and other certifications, all as may be reasonably necessary in order for Contractor to manage the Residuals as contemplated herein.

**1.6. Grasslands.** The Contractor shall operate, or cause to be operated, Grasslands in accordance with all applicable laws, rules and regulations and in compliance with all permits issued for Grasslands by any governmental authority with jurisdiction over Grasslands. In the event that the State of Vermont establishes standards and regulations that are more restrictive than the standards set by the State of New York as they relate to the operation of the Grasslands facility or for the utilization of processed Residuals for land applications, then the Contractor shall, if requested by the Customer, use its best efforts to abide by the more stringent standards adopted by the State of Vermont for the utilization of processed Residuals for land application. If Customer requests that the Contractor operate Grasslands in accordance with more stringent Vermont standards, then the costs of abiding by such more stringent standards shall be borne by the Customer in accordance with Article 2.4.

**1.7. Option to elect Disposal at the Facility.** The Customer shall have the option, exercisable from time to time, upon not less than one (1) years' written notice to the Contractor, to direct that Residuals from one or more Plants, as may be identified by the Customer in each such notice (the "Opt Out Option"), not be processed at Grasslands but rather be disposed of at the Facility. In such event, the Disposal Rate for Residuals from those Plants for which the Customer has exercised its Opt Out Option shall be at the Opt Out Disposal Rate as set forth in Section 2.1.1

## **2. PRICE & TERMS**

**2.1. Rates.** This Agreement is subject to the following Rates (hereinafter "Rates")

### **2.1.1. Base Rates.**

Disposal, Other Utilization:	\$70.87/wet ton
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Opt Out Disposal Rate (for Residuals from Plants for which the Customer exercised an Opt Out Option):	\$75.12/wet ton
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Disposal Rate for Non-Conforming Waste after 90 consecutive days:	\$75.12/wet ton
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[Note: For the avoidance of doubt, it is intended that such Disposal Rate shall resume at the lower Disposal, Other Utilization Rate when the Residuals from such Plants are no longer Non-Conforming]

Disposal, Other Utilization/Opt out/Non-Conforming  
Transportation Fuel Charge: Calculated Monthly

[NOTE: Contractor will charge for transportation fuel for transporting Residuals to the Facility for Disposal, Other Utilization as a separate rate, based upon the average monthly price for diesel fuel reported in the month immediately prior to Contractor's monthly billing ("Prior Month Index"), as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index"), which Index is attached hereto as Exhibit "A" and incorporated as a part hereof. This charge will be calculated as follows: Transportation Fuel Charge = Prior Month Index X number of round trip gallons (fixed at 36 gallons) ÷ number of tons/load (fixed at 27.63 tons). For example, if the Prior Month Index were \$4.30 per gallon, the calculation would be as follows: Transportation Fuel Charge = \$4.30 X 36 ÷ 27.63 = \$5.60/ton.]

Processing/Recycling at Grasslands: \$65.79/wet ton

Grasslands  
Transportation Fuel Charge: Calculated Monthly

[NOTE: Contractor will charge for transportation fuel to transport Residuals to the Grasslands Manufacturing Facility for processing as a separate rate, based upon the average monthly price for diesel fuel listed in the month immediately prior to Contractor's monthly billing ("Prior Month Index"), as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index"), which Index is attached hereto as Exhibit "A" and incorporated as a part hereof. This charge will be calculated as follows: Grasslands Transportation Fuel Charge = Prior Month Index X number of round trip gallons (fixed at 44 gallons) ÷ number of tons/load (fixed at 27.63 tons). For example, if the Prior Month Index were \$4.30 per gallon, the calculation would be as follows: Grasslands Transportation Fuel Charge = \$4.30 X 44 ÷ 27.63 = \$6.85/ton.]

Grasslands  
Operations Fuel Charge: Calculated Monthly

[NOTE: Contractor will charge for fuel used in the manufacturing process as a separate rate, based upon the average monthly price for diesel fuel listed in the month immediately prior to Contractor's monthly billing ("Prior Month Index"), as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index"), which Index is attached hereto as Exhibit

“A” and incorporated as a part hereof. This charge will be calculated as follows: Grasslands Operations Fuel Charge = Prior Month Index X number of gallons per ton (fixed at 1.43 gallons). For example, if the Prior Month Index were \$4.30 per gallon, the calculation would be as follows: Grasslands Operations Fuel Charge = \$4.30 X 1.43 = \$6.15/ton.]

Agronomic Utilization: \$54.00/wet ton

Agronomic Utilization  
Transportation Fuel Charge: Calculated Monthly

NOTE: Contractor will charge for fuel used in transportation of Residuals to Agronomic Sites as a separate rate, based upon the average monthly price for diesel fuel listed in the month immediately prior to Contractor’s monthly billing (“Prior Month Index”), as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the “Index”), which Index is attached hereto as Exhibit “A” and incorporated as a part hereof. This charge will be calculated as follows: Agronomic Utilization Transportation Fuel Charge = Prior Month Index price per gallon X number of round trip gallons (based on estimated gallons) ÷ number of tons/load (fixed at 27 tons) X average number of loads per day of transportation to the Agricultural Site. The number of gallons will not be fixed, but will be determined on a site-by-site basis. The number of gallons will be determined by calculating as follows: [(the miles from Point of Origin to Plant) + ((round trip miles from Plant to Ag Utilization Site) \* (average # of Trips per day to Ag Utilization Site)) + (miles to return to Point of Origin)] / 4.5 mpg. The Point of Origin is always defined as Newport, VT. For example, in the case where the agricultural utilization site is one (1) mile from the Plant, the Point of Origin is Newport, VT, and if the average number of trips per day is two (2), and if the Prior Month Index were \$4.30 per gallon, then the calculation would be as follows:

$$\text{Agronomic Utilization Transportation Fuel Charge} = \$4.30 * ((69) + (2 * 2) + 69)) \div 4.5 \div (27.63 * 2) = \$4.30 * 142 \div 4.5 \div 54 = \$2.51/\text{ton}$$

Total Solids Surcharge. A surcharge shall apply for all tons received at GMF which are lower in total solids content than **15%**. Percent solids shall be determined based upon an average of the percent solids of representative composite samples taken daily by Customer at the Plants, however, at Contractor’s request and expense, percent solids shall be determined by independent laboratory analysis of such samples. The surcharge shall be at the rate of \$3.63 per percentage point, and shall be calculated to the 1/10<sup>th</sup> of a percentage point. The Total Solids Surcharge will be calculated and billed monthly.

#### Agronomic Utilization Analysis & Testing

Annual Cap (see Section 6.1): \$9000.00

Agronomic Utilization Site Development Rate: \$20,000

In the event that the existing permit for Agronomic Utilization (set to expire on March 31<sup>st</sup>, 2015) cannot be fully renewed and extended with the Vermont Agency of Natural Resources, a one-time Site Development Fee as set forth above shall be made upon securing a new permit for the Agronomic Utilization of Class B Residuals/Liquid Sludge from the Village of Essex Junction Plant. At the end of any Term, Contractor will not oppose the transfer of the land application permits to the Village of Essex Junction should this Agreement not be extended.

Class A Biosolids: \$27.06/wet ton

The Contractor shall provide to the Customer and the operators of each Plant providing Class A Biosolids itemized reports detailing the Contractor's sales of the Class A Biosolids. The Contractor shall pay to the Customer fifty percent (50%) of all revenue generated from sales of Class A Biosolids. The Customer shall refer all end user requests for information about Class A Biosolids to the Contractor.

2.1.2. Demurrage. Delays greater than forty (40) minutes in loading or departure at Customer's Plant(s), when Contractor does not cause such delays, shall be billed at \$108.57 per hour for time in excess of 40 minutes.

2.1.3. Minimum Load. A charge will be made for the Minimum Load as follows. If in any month the average load weight is less than 27.63 tons, the Customer shall pay to Contractor, as invoiced, a surcharge to be calculated as follows:  $\text{Surcharge} = (\text{actual number of loads per month} - \text{theoretical number of loads per month}) \times \$318.30/\text{load}$ . [NOTE: The Theoretical Number of Loads =  $\text{total tons removed per month} \div 27.63 \text{ tons}$  (or 23 tons in the case of Shelburne), which shall be calculated separately from all other Plants)]

2.1.4. Substitute or Additional Trailers. In the event that Contractor leases trailers from a commercial source or provides its own trailers in order to provide services hereunder as described in Article 1.3, and the Customer has not otherwise agreed to provide additional Containers, Contractor will charge the Customer at a fair and reasonable commercial lease rate quoted and/or invoiced by an unaffiliated third party in writing plus 15%, provided that Contractor has fulfilled its Container maintenance obligations pursuant to the Trailer Lease.

**2.2. Payment Terms & Credit Approval.** Contractor's payment terms are Net Thirty (30) days. Customer agrees to make payment at the office of Contractor specified on

the invoice within thirty (30) days after the date of Contractor's invoice and receipt of Contractor's back-up data. In the event Contractor has not received payment within thirty (30) days after the date of invoice, Customer will be responsible for paying a late fee on the unpaid balance. Such late fee shall be assessed monthly, beginning on the date of invoice, at the maximum rate allowed by applicable law or 18% per year, whichever is less. No late fees shall be due in the event that the Customer, in good faith, disputes any charge and provides notice to the Contractor of such disputed charge.

**2.3. Inflation.** Contractor will adjust all Rates hereunder annually (excluding any rates for transportation or fuel), on July 1<sup>st</sup> of each contract year at a rate equal to the most recent annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), all items, "Northeast Urban Size B/C – All Items Less Energy", as published by the United States Department of Labor, Bureau of Labor Statistics, or a successor index, for the period between June 1 of the prior year to May 31 of the current year.

## **2.4. Rate Adjustments.**

2.4.1. Allowable Adjustments. Contractor may make the following adjustments (hereinafter "Rate Adjustments") to partially or fully cover increases in costs of Contractor's provision of services arising from any of the following occurrences (to the extent not resulting from the negligence or willful misconduct of Contractor or Contractor's violation of any permit, law or regulation): (i) receipt of Residuals which do not meet the Quality Standard or any material change in the quality of Residuals, including extraordinary and atypical odors not commonly associated with Residuals in general or Residuals previously disposed of by the Contractor on behalf of the Plants and the Customer, (ii) material changes in any laws, ordinances, or regulatory requirements or guidelines or changes in interpretation or enforcement thereof, excluding any changes in tax laws related to Contractor's business, (iii) revocation, suspension, denial or modification of any permit, license or approval. All such Rate Adjustments in this Article 2.4.1 are subject to Customer's approval.

2.4.2. Procedure for Rate Adjustment. Contractor shall provide Customer with written notice delivered by certified mail of any such Rate Adjustments and the effective date thereof, together with reasonable justification therefore. If Customer does not reject such Rate Adjustment in writing within thirty (30) days after Contractor first gives notice of such adjustment to Customer, Customer will be deemed to have approved such Rate Adjustment, provided, however, the notice of such Rate Adjustment shall expressly state that it is subject to acceptance unless rejected within thirty (30) days). If Customer rejects such rate adjustment, Contractor shall have the right to terminate this Agreement upon seven (7) days written notice, provided that Customer shall not have the right to reject the Consumer Price Index adjustment described above. Notwithstanding Contractor's notice to so terminate this Agreement, Customer may extend this Agreement at the Contractor's adjusted rate for up

to six (6) months after Contractor's notice of the Rate Adjustment; provided, Customer notifies Contractor in writing no more fifteen days (15) after receiving Contractor's notice of the effective termination date, that Customer desires to so extend this Agreement. Customer's notice shall state the period of the extension.

**2.5. Measurement.** Contractor will weigh all Residuals on a certified scale at the Contractor's Facility, Grasslands Manufacturing Facility, the Plants or other convenient location [Note: demurrage charges will be applicable in the event that utilization of such convenient scale causes Contractor delays of greater than 15 minutes, including diversion from normal route and scaling time, and charges for scale tickets will be passed through to Customer], and Contractor's weight slips obtained at such scales shall be the basis for measurement and billing for Residuals managed under this Agreement. Contractor will provide Customer with a scale report or shipping report with individual scale/shipping records monthly via e-mail, regular mail or overnight delivery. The scale report includes a complete listing of the data on all the individual scale/shipping records. Contractor will promptly, within ninety-six (96) hours, report to the customer overweight loads or loads that are greater than 20% below the Minimum Load delivered to the Facility, as per Article 1.4 of this Agreement. Prior to removing Containers loaded with Residuals from Customer's Plants, representatives of both Customer and Contractor must sign a Shipping Record prepared by the Contractor to verify information about the load contained therein, including the total volume of Residuals in cubic yards or gallons. If certified scales are not available, the signed Shipping Records will be the basis for measurement and billing for the Residuals managed under this Agreement. Contractor will use an assumed density of one thousand six hundred (1,600) pounds per cubic yard of dewatered Residuals, unless density is reasonably documented by the Contractor or Customer to differ by more than five (5) percent. For Liquid sludge, the conversion to wet tons will use the following formula:

(Gallons removed X 8.34 lbs/gallon X % Solids of Liquid) ÷ 2000 = dry tons;  
Dry tons ÷ 26% solids = wet tons;  
26% solids used as a default when no dewatering is occurring; and  
Dry tons ÷ actual % solids of sludge cake when simultaneous dewatering is occurring.

Where the gallons removed will be tracked for each load, the % Solids of the Liquid Sludge will be a gravimetric analysis taken on a flow proportional composite. There will be a floor or minimum of 3.0% for the % Solids of Liquid. The % solids of cake will be a gravimetric analysis taken on a flow proportional composite of the cake during periods when dewatered cake is being produced.

**2.6. Taxes and Fees.** All rates herein are exclusive of taxes incurred by the Contractor to perform this Agreement. Contractor represents that, to Contractor's actual knowledge, as of this date, there are no such taxes that would be due from the Customer under this Agreement, except the Vermont State Franchise Tax. Customer shall not be liable for any taxes on account of, or measured by, income of the Contractor or arising from or related to any Environmental Credits.



**2.7. Payment from Operating Revenues.** Notwithstanding anything in this Agreement to the contrary, the payment of amounts due the Contractor under Article 2 hereunder are to be paid out of the ordinary annual income and revenues of the Customer. The Customer shall establish rates and charges to the owners and operators of the Plants sufficient in time and amount to meet such obligations hereunder and use diligent efforts to collect such amounts. The Customer represents that it expects to receive sufficient annual income and revenues from the owners and operators of the Plants so as to be able to meet such expected payment obligations to the Contractor. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Customer for such obligations within the meaning of any constitutional or statutory limitation which proscribes such obligation or indebtedness. Contractor may suspend services hereunder upon thirty (30) days written notice to Customer if Customer fails to reasonably demonstrate within such thirty (30) day period that Customer has or will have sufficient income and revenues set forth above to pay amounts that will be due to Contractor for performance of services during the ensuing six month period. Nothing in this Article shall prevent Contractor from exercising the rights to terminate this Agreement or suspend services for Customer's failure to pay Contractor as elsewhere provided in this Agreement.

### **3. RESIDUALS QUALITY & QUALITY STANDARD**

**3.1. Quality Standard.** Customer warrants that the Residuals and Liquid Sludge identified in this Agreement and supplied to the Contractor are not classified as hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws & regulations, including but not limited to, state laws and regulations. The Residuals and Liquid Sludge shall meet the requirements of applicable law, regulation and permits for the uses contemplated in this Agreement as demonstrated by any methods acceptable to authorities with jurisdiction. Customer will provide Residuals that meets the permit requirements for acceptance at Grasslands as outlined in Exhibit C. Customer will provide Residuals and Liquid Sludge that are not frozen and are free, in all material respects, from any trash or hazardous waste. Except for Liquid Sludge, the dewatered Residuals will have no free liquid, will pass the "Paint Filter Test" as required by Vermont Department of Conservation for disposal, and will have a minimum total solids concentration of greater than fifteen percent (15%). Together, the above provisions of this Section 3.1 constitute the "Quality Standard." All dewatered Residuals and Liquid Sludge generated at the Plants that fail to meet the applicable Quality Standard shall be called "Non-Conforming Waste". Contractor has the right to refuse any Non-Conforming Waste at Grasslands and can charge the higher Non-Conforming Base Rate at the Facility if the dewatered Residuals cannot achieve the Quality Standard for Grasslands as described in Exhibit C within 90 days, provided that the Residuals meet the applicable Quality Standard at the Facility. Customer shall use reasonable business efforts to generate and provide to Contractor Residuals that meet the Quality Standard. If required under applicable law, Customer shall provide Contractor with a Material Safety Data Sheet (MSDS) referencing the Residuals and Liquid Sludge, and Contractor will assist Customer in preparation of such MSDS.

**3.2. Changes in Quality.** Customer will use reasonable efforts to notify Contractor ninety (90) days in advance of any change in treatment process at the Plants that could materially affect the quality of the Residuals.

#### **4. TITLE**

**4.1.** Title to Residuals shall pass to Contractor when Contractor or its subcontractors remove Residuals from the Plants. Title to and legal responsibility and liability for Non-Conforming Waste shall, at all times, remain with Customer.

**4.2.** In the event that any of the practices or work performed by the Contractor further governmental and/or non-governmental environmental policy such that offsets, credits, tax effects and the like (hereinafter "Environmental Credits") are applicable to, or may result from, the performance of this Agreement, Contractor retains the right, title and benefit to such Environmental Credits, and Customer will cooperate with Contractor, at Contractor's sole costs and expense, in providing documentation as may be reasonably necessary to obtain such Environmental Credits.

#### **5. QUANTITIES**

**5.1.** Customer is not obligated to provide a minimum quantity of Residuals or Liquid Sludge to Contractor; however, Customer will provide to the Contractor, and Contractor will manage pursuant to this Agreement, all of the Residuals generated at the Plants (subject to the further provisions of this Section 5.1 and Section 5.2 below). The Village of Essex junction, VT WWTP may provide up to one million three hundred thousand (1.3 million) gallons, more or less, of Liquid Sludge per year to Contractor for Agronomic Utilization. Notwithstanding the foregoing, Customer shall be permitted, in its sole discretion, to retain up to 35 dry tons of Residuals per year (the "Retained Residuals") for purposes of development of new treatment and disposal technologies, including, without limitation, dewatering techniques and processes, achieving Class A biosolids designation and other processes that could benefit Customer or the Plants; in connection with such activities, the parties acknowledge that Customer may engage other parties to handle, process and/or dispose of the Retained Residuals.

**5.2.** Contractor shall not be required to remove more than 145 wet tons per operating day, 580 wet tons per calendar week, 1,800 wet tons per calendar month, 17,000 wet tons per calendar year, five full trailers per day or twenty full trailers per week. To the extent Contractor refuses to remove any Residuals from the Plants, Customer shall be free to provide the removal of such Residuals by any other means available.

#### **6. LABORATORY ANALYSES & TESTING**

**6.1.** Customer will pay for all laboratory analysis of Residuals (including sampling and sample shipment costs) as required by applicable laws and regulations for the uses contemplated in this Agreement, including those required by the Facility, Agronomic Utilization, GMF and Plants' permits. Contractor and Customer will promptly provide to each other all laboratory analyses and information which they obtain about the Residuals and

which is required for regulatory reporting or necessary to implement their mutual obligations pursuant to this Agreement. Contractor will provide Customer with thirty (30) days written notice of when laboratory analysis of Residuals is needed to maintain compliance with all applicable laws and regulations for the uses contemplated in this Agreement. If Customer does not provide the analysis by the notice date, Contractor shall have the right to collect a sample of the Residuals for analysis, test it, and charge the Customer for the expense on a cost plus 15% basis. Customer will reimburse Contractor for costs of laboratory analyses, groundwater monitoring, and other testing required for obtaining and maintaining permits for Agronomic Utilization up to an annual dollar limit (the "Agronomic Utilization Analysis & Testing Annual Cap"). Contractor will not conduct such analyses or tests for the purposes of Residuals management by Agronomic Utilization without prior written approval by Customer. Customer will respond promptly to Contractor's requests for such approval.

## **7. TERM, TERMINATION & SURVIVAL**

**7.1. Term & Routine Termination.** The Initial Term of this Agreement shall expire December 31, 2018 (the "Initial Term"). At the conclusion of the Initial Term, the term shall be automatically extended for additional five (5) year terms, unless either party provides written notice of non-extension to the other party by personal delivery, express mail or certified or registered mail, return receipt requested, at least twelve (12) months prior to the expiration of the Initial Term or any subsequent extension term.

**7.2. Possibility of the Right of First Refusal for New Technology.** During the term of this Agreement, the Customer may decide to design, build, own, and operate new technologies and/or equipment, including but not limited to anaerobic digestion systems, gasification facility or a composting facility, for the management of its wastewater and/or Residuals (the "Work"). Customer may elect to design, build and/or operate such equipment or technologies on its own, or to pay a third party to do so. In the event that the Customer makes such a decision to conduct the Work, then Customer may: i) provide Contractor with accurate information regarding Customer's schedule to start-up operations of such new technology and/or equipment and, ii) if the Customer decides to have the new technologies and systems operated by a third party, then, at the same time, Customer may offer to Contractor the right of first refusal to operate according to Customer's terms and/or according to the same pricing, terms and conditions as those offered by a third party and acceptable to the Customer; provided, however, that the Customer shall not be obligated to enter into any contract with the Contractor if the Customer determines that (i) the Contractor does not have the experience, financial capability, or qualifications to operate such new technologies and equipment, or (ii) that the design and/or operation is proprietary and the facilities can only be operated by those who have sufficient licenses and rights to use such technology, or (ii) the operation of such technology is a component of a larger project for managing solid waste and the Customer has determined to utilize the services of a third party for such project. If Contractor declines to accept the rights of first refusal described above within ninety (90) days of the offer, then Customer may terminate this Agreement upon at least two (2) years and six (6) months written notice. It shall not be considered new technology and Work for purposes of this Agreement if the Customer merely implements improvements to its existing

facilities to reduce the water content or quantity of Residuals, if such Residuals are managed in the same manner as of the effective date of this Agreement.

**7.3. Termination for Bankruptcy.** Either party may terminate this Agreement by giving written notice to the other party if the other party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it (and not stayed within 90 days).

**7.4. Termination for Proposed Rate Adjustment.** If Contractor increases the rates hereunder pursuant to Subsection 2.4, and Customer rejects such rate increase pursuant thereto, Contractor may terminate this Agreement at any time thereafter effective upon seven (7) days written notice to Customer. However, if Contractor so terminates this Agreement, then Customer may extend the Agreement at the increased rate as set forth in Section 2.4.

**7.5. Termination for Breach of Agreement.** Either party may cancel or terminate this Agreement ("terminating party") as a result of the other party's failure to substantially perform its obligations hereunder ("breaching party") provided that such failure continues for more than thirty (30) days after the terminating party has notified the breaching party thereof in writing; provided, however, that where such failure does not involve payment of money and cannot reasonably be cured within such thirty (30) day period, the terminating party may not cancel or terminate this Agreement if the breaching party cures such failure within such thirty (30) day period, or within a mutually agreeable time period thereafter. If any payment required to be made by Customer hereunder is past due, Contractor, in addition to all other rights and remedies it may have, may suspend any or all services until all past due amounts are paid.

**7.6. Termination Due to Force Majeure.** Either party may terminate by giving ten (10) days written notice to the other party claiming Force Majeure if the other party has failed to substantially perform its obligations hereunder due to Force Majeure for a period of thirty (30) consecutive days or more.

**7.7. Effect of Termination on Payment.** No termination of this Agreement shall have any effect upon Contractor's right to receive payment under this Agreement for services rendered prior to the effective date of such termination.

**7.8. Survival.** The provisions of Article (4) *Title*, Article (8.3) *Audits*, Article (11) *Indemnification*, Article (10.2) *Environmental Impairment Insurance*, and Article (12) *Non-circumvention, Confidentiality & Intellectual Property* of this Agreement shall survive the termination of this Agreement without regard for the reason for termination.

**7.9. Exception to Term for the City of South Burlington.** The City of South Burlington participation in this Agreement with the Customer will terminate September 30, 2015. At that time, the Customer's and the Contractor's respective obligations under this Agreement will no longer be applicable as they relate to the management or disposal of Residuals or Class A Biosolids from the South Burlington Plants: Airport Parkway, and Bartlett Bay. In the event that South Burlington elects to extend its agreement with the

Customer, however, the Customer will notify Contractor in writing of its desire to continue working with Contractor for the South Burlington Plants. If such notice is provided on or before March 30, 2015, then Contractor shall continue to manage the South Burlington Class A Biosolids and South Burlington Residuals under the terms of this Agreement for the balance of the remaining Term. If such notice is provided by the Customer after March 30, 2015, then the Contractor shall have the right to determine whether or not to continue to manage the Residuals and Class A Biosolids from the South Burlington Plant after the September 30, 2015 date, such determination to be made within 60 days of the date of the Customer's notice.

## **8. COMPLIANCE WITH LAW AND RECORDKEEPING**

**8.1. Compliance.** Contractor and Customer agree to comply with all applicable laws and regulations during the performance of their respective responsibilities under this Agreement.

**8.2. Records.** Contractor and Customer shall keep adequate books, records and other documentation consistent with applicable regulatory requirements and in accordance with generally accepted accounting practices, pertaining to performance of the services required by this Agreement, including, without limitation, correspondence, instructions, plans, receipts, vouchers, and other memoranda.

**8.3. Audits.** Contractor agrees to permit, at all reasonable times, duly authorized representatives of Customer to inspect and have access to the books, records and documentation referenced herein, which directly relate to the performance of this Agreement, for the purpose of auditing and verifying the performance of services pursuant to this Agreement, the charges for such services, and the maintenance of records related to such services. Such access by Customer's representatives shall include the right to discuss such documentation with Contractor's personnel having knowledge of their contents and the right to copy such documentation. Contractor and Customer shall preserve all documentation pertaining to the services required by this Agreement for a period of three (3) years following completion of the services rendered by Contractor to Customer to which the documentation pertains or for any greater period of time required by law.

## **9. FORCE MAJEURE**

**9.1.** Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, community opposition, war, fire, acts of God, injunction, compliance with changes in any law, regulation or order of any governmental body or any instrumentality thereof or with any changes in interpretation or the manner of enforcement thereof, the revocation, suspension, denial or modification of any permit, license or approval regarding transportation, processing, treatment, composting, land-application, handling and/or disposal of Residuals ("Force Majeure"); provided, however, that any party asserting Force Majeure shall give prompt written notice thereof to the other party and shall act diligently to resume performance at the earliest practicable time.

## 10. INSURANCE; GUARANTY

**10.1. Comprehensive Insurances.** Contractor and Customer agree to furnish each other upon request with certificates attesting to the existence of Worker's Compensation insurance providing statutory benefits and comprehensive business automobile liability insurance (including MCS 90 endorsement covering sudden pollution endorsement) and Commercial General liability insurance, naming the other party as additional insured and including bodily injury, property damage, and contractual liability with policy limits of not less than \$1,000,000 combined single limit, each occurrence. Contractor shall also carry such insurance as may be required by law. With respect to trailers leased by Customer to Contractor, Contractor's Automobile liability policy will name Customer as additional insured/loss payee.

**10.2. Environmental Impairment Insurance.** Contractor also agrees to furnish, upon request, certificates attesting to the existence of environmental impairment insurance applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording this required coverage shall be written in an amount of at least \$1,000,000 per loss with an annual aggregate of at least \$2,000,000 and by an insurer reasonably acceptable to Customer. If coverage of environmental impairment insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Agreement is completed. Such obligation shall survive termination of the Agreement.

**10.3. Guaranty.** Contractor's parent corporation, Casella Waste Systems, Inc., has guaranteed the obligations of Contractor under this Agreement pursuant to separate instrument of guaranty.

## 11. INDEMNIFICATION

**11.1. Indemnity by Contractor.** Contractor will indemnify and hold Customer and its member municipalities harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Customer's property, and injuries to or death of persons, including Customer's employees and employees of third parties operating the Plants, to the extent caused by or resulting from; (i) the negligence or willful misconduct of Contractor, its agents, subcontractors or employees; or (ii) Contractor's breach of this Agreement or (iii) failure of Grasslands or the Facility to be in compliance with applicable law, permits, rules and regulations. This Section 11.1 shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and/or expenses result from the Customer's provision to Contractor of Nonconforming Waste. In any instance in which Customer claims indemnity under this Section 11.1, Contractor shall have the right, but not the duty, to defend Customer in (and control the defense of) any litigation arising out of the occurrence from which Customer claims that Contractor's indemnity obligation exists.

**11.2. Indemnity by Customer.** Customer hereby agrees to indemnify and hold Contractor, and any third party handler, treater, utilization site or disposer, harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Contractor's property, and injuries to or death of persons, including Contractor's employees, to the extent caused by or resulting from; (i) Customer's negligence or willful misconduct; or (ii) Customer's provision to Contractor of Nonconforming Waste or any other breach of this Agreement by Customer. In any instance in which Contractor claims indemnity under this Section 11.2, Customer shall have the right, but not the duty, to defend Contractor in (and control the defense of) any litigation arising out of the occurrence from which Contractor claims that Customer's indemnity obligation exists.

**11.3. Special and Consequential Damages.** Notwithstanding the provisions of Section 11.1 and 11.2, neither Customer nor Contractor shall be liable for any special or consequential damages sustained by the other in connection with their respective performance or non-performance under this Agreement.

## **12. NON-CIRCUMVENTION , CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

**12.1.** Upon termination of this Agreement (except solely due to breach by Contractor or termination pursuant to Section 7.3, 7.4, 7.5 or 7.6), and provided Contractor is not then in material breach of its obligations hereunder, Customer agrees that it shall not, directly or indirectly, induce any manager, operator, lessee, or owner of Used Sites to accept Residuals from Customer for Agronomic Utilization or other beneficial utilization, for a period of one (1) year from such termination. "Used Sites" shall mean sites used, or permitted, or for which applications were submitted which are administratively complete (or equivalent), by Contractor or its representatives, to receive Residuals under this Agreement for Agronomic Utilization or other beneficial utilization. The period of time set forth above in this Article shall be extended for a period equal to the time any litigation instituted by Contractor to enforce the provisions hereof remains pending. If the provisions of this Article are violated, in whole or in part, Contractor shall be entitled, without prejudice to any other remedies Contractor may have at law or in equity, to a temporary restraining order or preliminary injunction to restrain and enjoin Customer from such violation. In the event that the provisions of this Article should ever be deemed to exceed the scope of business, time or geographic Limitations permitted by applicable law, then such provisions shall be and are hereby reformed to the maximum scope, time or geographic limitations permitted by such applicable law. The provisions of this Section 12.1 shall not be applicable to the City of South Burlington and any Residuals or Class A Biosolids from the South Burlington Plants.

**12.2.** During the term of this Agreement, it may be necessary or desirable for the parties to exchange "Confidential" or propriety information as is required for each to perform its obligations hereunder, including but not limited to identification of Contractor's customer list. Each party agrees to use only for the intended purposes and to maintain in confidence any information designated herein or later in writing as "Confidential" by the other party during the term of this Agreement, subject to limitations of applicable law and for a period of three years after termination of this Agreement. The standard of care for protecting such information, imposed on the party receiving such information, will be that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own confidential or proprietary information. However, obligations of confidentiality shall not apply to any information to the extent it is (a) in the public domain, (b) learned from a third party not in breach of any confidentiality obligation, (c) already known without restriction by the party receiving it at the time of disclosure, or (d) required by court or regulatory order to be disclosed.

**12.3.** Any and all inventions, improvements, techniques, methods, designs, processes, procedures and/or works of authorship developed, conceived, conceptualized, produced, described or made by Contractor or its employees, agents or subcontractors in connection with or related to the performance of Contractor's services under this Agreement (collectively, "Contractor's Intellectual Property"), whether or not patentable or copyrightable, shall at all times be and remain the sole and exclusive property of Contractor, and Contractor shall have and retain all rights and privileges of ownership therein and thereto, including, without limitation, the rights to file patent or trademark applications or copyright



registrations, to license, assign, sell, transfer or convey any or all of the Contractor's Intellectual Property or any right or interest therein to any other person, firm or entity, and to receive and retain any and all fees, proceeds or other consideration attributable to any such license, assignment, sale, transfer or conveyance, provided that, during the Term of this Agreement, Contractor shall license to Customer all of the Contractor's Intellectual Property on a non-exclusive basis for use in performance of this Agreement without any additional charge, compensation or consideration therefor.

### **13. ASSIGNMENT**

**13.1.** This Agreement is assignable only with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that such consent shall not be unreasonably withheld, nor required in the event of (i) assignment to an affiliate or subsidiary of Contractor, so long as the Contractor's parent corporation, Casella Waste Systems, Inc., continues to guarantee the obligations of Contractor, or (ii) assignment by Customer solely for the purpose of financing the Plants.

### **14. NOTICES**

**14.1. General Notices.** Notices of conditions or situations affecting services hereunder shall be given verbally or in writing or by e-mail (subject to return confirmation of receipt) between designated operating personnel of Customer and Contractor. All other notices shall be given in writing to the parties at their respective addresses shown above, either by personal delivery or certified mail, return receipt requested, and in the case of Contractor, to the attention of the General Manager.

**14.2. Indemnification.** With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analysis and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming a right to indemnity shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

### **15. GOVERNING LAW**

**15.1.** This Agreement shall be governed and construed by the laws of the State of Vermont.

## **16. SEVERABILITY**

**16.1.** If any of the provisions of this Agreement or any portion thereof, or the application thereof, to any particular person or circumstance, is held to be invalid by a Court of competent jurisdiction, or arbitrator, the remainder of this Agreement, including the remainder of any such provision, and the applications thereof, shall not be adversely affected thereby.

## **17. INDEPENDENT CONTRACTOR**

**17.1.** Contractor's relationship with Customer under this Agreement shall be that of an independent contractor. The employees, procedures, equipment and facilities used by the Contractor shall at all times, be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate the Contractor, or any of its employees, agents or subcontractors, as employees, agents, joint ventures or partners of Customer.

## **18. ENTIRE AGREEMENT**

**18.1.** This Agreement together with the Trailer Lease constitute the entire understanding between the parties hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement will be effective unless in writing and signed by both parties.

## **19. EFFECTIVE DATE**

**19.1.** This Agreement shall become effective as of the latest date of execution herein (the "Effective Date"), provided that the Customer receives the approval of this Agreement from its member communities that operate Plants. In the event that the Customer does not obtain such approval by March 31, 2014, either the Customer or the Contractor may, upon notice sent within 10 days of such date, terminate this Agreement or, if agreed to by the Customer and the Contractor in writing, may remove from the scope of this Agreement those Plants for which the Customer has not obtained the approval by such respective member municipality.

Executed and agreed as of the day and year last written below.

**CONTRACTOR**

**NEW ENGLAND WASTE  
SERVICES OF ME, INC.,  
d/b/a CASELLA ORGANICS**

By: \_\_\_\_\_

Name: Jonathan Kilbourn

Title: Vice President

Dated as of December 23, 2013

**CUSTOMER**

**CHITTENDEN SOLID WASTE  
DISTRICT**

By: \_\_\_\_\_

Name: Thomas Moreau

Title: General Manager

Dated as of December 23, 2013

## Exhibit A

The Prior Month Fuel Index Price can be located on the internet at:

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

## EXHIBIT B

Trailer Lease

## EXHIBIT C

Table of Standards for Disposal Facility, Grasslands Compost Facility and Agronomic Utilization

## **TREE ADVISORY COMMITTEE MEMBER**

### **Mission/Purpose:**

The individual is expected to attend and participate in committee meetings and activities, and as part of the ~~four~~ **five** member Tree Advisory Committee, reach consensus on providing a mechanism for the planting, maintenance, protection and removal of trees and shrubs on public streets, parks and Village-owned properties within the Village of Essex Junction. The committee is an advisory organization that works with the Village Tree Warden to promote the improvement and preservation of a healthy environment as it relates to public trees.

### **Preferred skills:**

Any Village citizen interested in this position is encouraged to apply. Those with a background in arboriculture, landscape architecture and streetscape design may be particularly interested in applying.

### **Requirements:**

All members of the Tree Advisory Committee must be residents of the Village of Essex Junction.

The member must be able to attend meetings as scheduled, including occasional meetings with the Village Trustees, participate in activities outside of scheduled meetings and work independently on committee tasks.

### **Length of term:**

This committee's term is three (3) years, except for the initial membership terms which will be staggered in three, two and one year increments.

**VILLAGE OF ESSEX JUNCTION  
BOARD OF TRUSTEES  
SPECIAL MEETING  
MONDAY, FEBRUARY 10, 2014  
5:00-7:00 PM**

**AGENDA**

**HEART AND SOUL OF ESSEX  
FINAL PRESENTATION**

This meeting will be held at the Essex Community Educational Center, 2 Educational Drive, 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.



## **MEMORANDUM**

**TO:** Village Trustees  
**FROM:** Pat Scheidel, Village Manager  
**DATE:** January 28, 2014  
**SUBJECT:** Trustees Meeting Schedule

### **TRUSTEES MEETING SCHEDULE/EVENTS**

**February 10, 5-7 PM at EHS – Heart and Soul Final Presentation**

**February 11 at 6:30 – Regular Trustees Meeting**

- Adopt FY 15 budgets and capital programs
- Meet with Auditor

**February 25 at 6:30 – Regular Trustees Meeting**

- Public hearing on Multiuse Safety Path
- Adopt Annual Meeting Warning

**March 11 at 6:30 – Regular Trustees Meeting**

- Annual Meeting preparation

**March 25 at 6:30 – Regular Trustees Meeting**

- Annual Meeting preparation

**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**

- Board reorganization

**VILLAGE OF ESSEX JUNCTION  
PLANNING COMMISSION  
MINUTES OF MEETING  
January 2, 2014**

**MEMBERS PRESENT:** Diane Clemens (Chairwoman); John Alden, Nick Meyer, Amber Thibeault, David Nistico, Aaron Martin, Andrew Boutin.

**ADMINISTRATION:** Robin Pierce, Development Director.

**OTHERS PRESENT:** Greg Morgan, Regina Mahoney, J.C. McCann.

**AGENDA:**

1. Call to Order
2. Audience for Visitors
3. Additions/Amendments to the Agenda
4. Minutes
5. Work Session: Comprehensive Plan Update
6. Other Planning Commission Items
7. Adjournment

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**1. CALL TO ORDER**

Diane Clemens called the meeting to order at 6 PM.

**2. AUDIENCE FOR VISITORS**

There were no comments at this time from the public.

**3. ADDITIONS/AMENDMENTS TO THE AGENDA**

None.

**4. MINUTES**

*December 19, 2013*

Minutes not available.

**5. WORK SESSION: Comprehensive Plan Update**

*Business/Economic Development*

Greg Morgan, Chairman of the Essex Business & Economic Development Commission, reviewed the work of the five member commission and the recommendation that the Trustees adopt the commission and its work effort for the village. Mr. Morgan noted the following:

- There are three focus points of commercial and industrial space: IBM site with 300,000 s.f., 30 Allen Martin Drive/former Building 617 with 420,000 s.f., and Saxon Hill with 750,000 s.f.
- Data sources for business information includes the database of *Vermont Business Magazine* and the information collected by Darby Mayville after contacting every retail establishment in the village.
- Three of the top 12 employers are in the village (IBM, USCIS/Department of Homeland Security, Flex-a-Seal). ALPLA which is a plastics extruder



manufacturing k-cups is located on River Road. ASK-int TAG is located on the IBM campus and makes reader card chips.

- Other assets to the town include AAA and Champlain Valley Agency on Aging.
- The committee prioritized strategies to support economic development and suggested the following:
  - Improvements on major roads
  - Industrial park evaluation
  - Government service retention and expansion
  - Regional multimodal improvements
  - Marketing
  - IBM site initiative
  - Infill development
- The economic development committee is in support of planning for changes with Vermont's largest private sector employers, recognizing local farmers market participants, highlighting niche businesses in the village, and promoting entrepreneurship and startups.

There was discussion of including the Tech Center in the list of employers and the reliability of the employer information. Greg Morgan said the list may not be complete. Any employer can ask to be included in the business directory. Suggestions for enhancing the reliability of the information are welcomed.

There was discussion of what should be included in the comprehensive plan to encourage incubator space. Greg Morgan urged talking to developers and informing them of the vision for the village and how the village can help make development happen. The village's community development director should seek and promote opportunity for economic development. A fair process for developers should exist and the public should be invited into the process. There has not been significant investment in the village in the past 30 years, but now this is happening and people are resistant to change which is off-putting to developers. Business owners need to get involved in economic development in the village as well. Internet band width to support businesses is also vital. The village has DSL and is connected, but is far down on the list for fiber optics. John Alden suggested choosing a few sites/buildings in the village, such as the McClure building, and advertising that the village supports redevelopment of the site. Nick Meyer mentioned the federal building that is underutilized. Space could be leased to businesses.

### *Energy*

J.C. McCann, Essex Energy Committee, reviewed the language for the Energy section of the plan drafted by the Energy Committee. Mr. McCann stated:

- The section should be short and to the point or people will not read it.
- Energy is changing very rapidly so the text will quickly be outdated.
- Energy is important to quality of life.
- Money drives energy efficiency.
- The state has good energy standards which the village should use. The standards are updated every three years.

- Community based forms of alternate energy should be encouraged. Siting is very important.
- “Renewable energy” is defined by the state.
- Electricity is the ‘go-to’ energy in Vermont for the future. Hydro-Quebec is considered green energy. There are many outstanding questions, such as who pays for charging, will performance hold up in cold weather, impact of price increases by Hydro-Quebec.
- Conservation is the cheapest form of energy. The best way to deal with energy is to use less (turn off the switch).
- Exterior lighting in the village is a disaster. The village pays a tariff on streetlights and is charged more with LEDs. The tariff covers equipment and maintenance.
- The comprehensive plan needs to reflect easing in “dark sky” standards over the course of 20 years.
- Floodlights should be banned.
- An audit for lighting on public buildings should be done.
- There should be discussion with residents on decorative lighting and weatherizing homes. Property value should increase, but property taxes should not increase if energy efficiency measures are implemented by homeowners.
- Services from Efficiency Vermont should be used by homeowners (the services are already paid for via a fee on the electric bill).

Greg Morgan suggested the village plan make note of the hydro plant in the village and programs through Efficiency Vermont to weatherize houses. Vermont Gas will do a free energy audit. There was further discussion of disseminating information on energy efficiency including sending out an energy volunteer to help individuals or hosting an information table at the annual village meeting.

Regional Mahoney provided suggested language for the energy section of the comprehensive plan for review by the Planning Commission.

## **6. OTHER PLANNING COMMISSION ITEMS**

Next Meeting: January 16, 2014

Agenda: Comprehensive Plan Update (continued). Staff will resend Chapters 1-4.

## **7. ADJOURNMENT**

**MOTION by John Alden, SECOND by David Nistico, to adjourn the meeting.**

**VOTING: unanimous (7-0); motion carried.**

The meeting was adjourned at 8:25 PM.

Rcdg Scty: MERiordan



**VILLAGE OF ESSEX JUNCTION  
CAPITAL PROGRAM REVIEW COMMITTEE  
MINUTES OF MEETING  
January 7, 2014**

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

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**1. CALL TO ORDER**

Andrew Brown opened the meeting at 5:35 PM.

**2. MINUTES**

*December 3, 2013*

**MOTION by Andrew Brown, SECOND by Rick Hamlin, to approve the 12/3/13 minutes with correction of the second year bond payment to \$417,266. VOTING: unanimous; motion carried.**

**3. TRUSTEES CAPITAL PLAN DISCUSSION**

*Main Street Project*

Andrew Brown reported per the discussion at the budget work session the Trustees felt the complete Main Street project can be on hold for a while, but the paving and enclosure of the drainage would be beneficial. The Trustees suggest working with the state on paving and enclosing the drainage and doing the remainder of the work as a separate project. Rick Hamlin pointed out Heart & Soul advocated for the sidewalk and lighting for a walkable community so there are actually three portions to the project on Main Street: enclosing the drainage, sidewalk & lighting, and overlay of the road with pavement. The project to include drainage, enclosing the piping, curbing on the west side of the street from the bridge to the top of the hill is labelled AAA1 and replaces LL, MM, NN in the capital project book. AAA1 needs to be ranked by the committee. The original project estimate is \$2.7 million reduced to \$865,000 by doing just the drainage portion. The cost of the bridge and sidewalk from the bridge to Crestview (LL in the capital project book) is \$1.1 million. Cost for drainage from Crestview to the radio station on Main Street (former McEwing property) is \$434,000.

There was discussion of including sidewalk and the bridge in the 20 year bond. The cost to the average taxpayer in the village for a \$5 million bond is \$92/year at full bond payment. The amount decreases in subsequent years.

<u>Project ID</u>	<u>Ranking</u>	<u>Brief Description</u>
AAA1	47	Enclose drainage on west side of Main Street from bridge to top of hill (radio station/former McEwing property).

It was noted YY, ZZ and AAA would all rank 47. The committee agreed non-street projects will be given a number ID rather than a letter. Therefore, the cameras for the library will be labelled "1".

**MOTION by Rick Hamlin, SECOND by David Nistico, that if the Board of Trustees wish to pare the Main Street project back from the originally recommended complete project from the bridge on Main Street to Athens Drive then the Capital Program Review Committee recommends doing LL (bridge and sidewalk from the bridge on Main Street to Crestview) plus ZZ (enclosed drainage and new curb from Crestview to the top of the hill by the radio station/former McEwing property).**

**VOTING: unanimous; motion carried.**

Rick Jones, Public Works Superintendent, concurred with the recommendation by the committee with regard to Main Street.

#### *Maple Street Culvert*

Andrew Brown stated the Trustees agreed the Maple Street culvert should be removed from the bond and put at the top of the list of capital projects funded through the regular contribution to the capital fund.

#### **4. NEXT STEPS**

##### Projects

- Paving on Athens Drive - David Nistico mentioned comments from residents on Athens Drive about the condition of pavement on the street. Rick Hamlin recalled Athens Drive was rebuilt less than 25 years ago (1993). The committee can rank the paving project.
- Inventory of condition of roads and sidewalks in village – This inventory is done. Similar information should be compiled for sewer lines, water lines, hydrants, buildings, and other infrastructure in the village. All the data should be combined into one inventory. An inventory of the types and sizes of water lines in the ground will be a challenge. Andrew Brown noted a fund similar to the rolling stock fund could be established for infrastructure projects and the tax rate appropriately set to contribute to the fund each year.
- Upgrade of the public works facility so equipment can be stored inside.

##### Next meeting

- March 13, 2014, 5:15 PM – 6:15 PM.
- Agenda: Rank Projects (YY, ZZ, Athens Drive paving)

#### **5. ADJOURNMENT**

**MOTION by Andrew Brown, SECOND by Rich Donahey, to adjourn the meeting.**

**VOTING: unanimous; motion carried.**

The meeting was adjourned at 6:35 PM.

**VILLAGE OF ESSEX JUNCTION  
PLANNING COMMISSION  
MINUTES OF MEETING  
January 16, 2014**

**MEMBERS PRESENT:** Diane Clemens (Chairwoman); John Alden, Nick Meyer, Aaron Martin, Andrew Boutin. (Amber Thibeault and David Nistico were absent.)

**ADMINISTRATION:** Robin Pierce, Development Director.

**OTHERS PRESENT:** None.

**AGENDA:**

1. Call to Order
2. Audience for Visitors
3. Additions/Amendments to the Agenda
4. Minutes
5. Work Session: Comprehensive Plan Update
6. Other Planning Commission Items
7. Adjournment

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**1. CALL TO ORDER**

Diane Clemens called the meeting to order at 6:10 PM and announced the following:

- Heart & Soul joint meeting with Planning Commission and Village Trustees/Essex Selectboard on 2/10/14 at 5 PM.
- Heart & Soul presentation of final report to Village Trustees on 2/11/14.
- Presentation to Village Trustees on multi-purpose path on 2/25/14.
- Staff meeting with new engineering firm hired by the railroad to review rail crossing on crescent connector on 1/24/14.

**2. AUDIENCE FOR VISITORS**

None.

**3. ADDITIONS/AMENDMENTS TO THE AGENDA**

None.

**4. MINUTES**

*December 19, 2013 & January 2, 2014*

Tabled to the next meeting.

**5. WORK SESSION: Comprehensive Plan Update**

*Agriculture*

The following was discussed with regard to the Agriculture section in the comprehensive plan:

- Completion date for the plan update and the discussion by the Trustees of potentially hiring a consultant to develop a master plan for the village downtown area and adding that to the plan which will impact the completion date.
- In the first paragraph of the Agriculture section Map 1 is the Primary Soils map.
- In the second paragraph of the Agriculture section, delete the sentences reading:

- “The Whitcomb’s grow corn and hay silage for cows and also raise young stock. When the cows get older they move to another farm in North Williston where they are milked.”
- In the paragraph beginning “In addition to the Whitcomb Farm...” delete the parenthetical text reading: “(for example, the Belted Cow)”.
- In the paragraph beginning “This Comprehensive Plan is required to meet the State planning goals...”, sentence reading: “While, it is clear that the village is meeting this goal for their agricultural industry...” rewrite the remainder of the sentence to read: “while there is simply not much of a forestry industry within the village to encourage and strengthen, the village continues to encourage awareness and good forestry practices.”
- Add some language about urban forestry and education.
- Properly number the objectives under Goal 3 (i.e. should be Objective 3.1, 3.2, 3.3 and so on).
- Rewrite Objective 3.3 to read: “Encourage backyard composting or participation in the compost program through the solid waste district.”
- Delete “if not done already” at the end of Objective 3.4. There are people working on donation of excess food from community gardens.
- Rewrite Objective 3.5 to read: “Encourage the practice of edible landscaping.”

### *Housing*

The following was discussed with regard to the Housing section in the comprehensive plan:

- In Table 7 (Households in Essex Junction, 2010) add another data line after “Number of people living alone” that states “Number of unoccupied households” and the number “134” then insert a blank line separation between the list of data lines and the line saying “Householders with children 1,175” to avoid confusion that the total of households with children is cumulative from the data lines above.
- Include mention in the text that the village is trying to provide its share of affordable housing in Chittenden County and note the housing projects occurring in the village as a snapshot in time. Suggested language: “Support a diverse range of housing to include apartments and single family houses.” The neighborhood fabric should be encouraged to remain though.
- The text on affordable housing should encourage affordable housing in locations with existing and planned support services.
- In the paragraph following Figure 4 (Housing Growth 2012) correct the year to 2011 so the sentence reads: “While the growth seen in Figure 4 above shows the impact of zoning changes in 2011....”
- In Section 7.6 (Housing Goals):
  - Replace Objective 1.3 with “Promote adherence to state energy standards and consider energy conservation standards and alternate energy resources in all future codes.”
  - Replace Objective 1.4 with “Encourage development in established growth areas.” to emphasize the village center is already targeted for high density development.
  - Delete the word “elderly” in Objective 1.6.

- Delete Objective 1.7 (zoning changes to preserve single family stock) because converting older houses in core areas is more desirable to than new construction on Greenfield sites.
- Add an objective to read: "Compile rental registry and rental inspection program if funding is available."
- Renumber the objectives as appropriate.

**6. OTHER PLANNING COMMISSION ITEMS**

Minutes to be approved at next meeting: 12/19/13, 1/2/14, 1/16/14.

**7. ADJOURNMENT**

The meeting was adjourned at 7:58 PM.

Rcdg Scty: MERiordan



**VILLAGE OF ESSEX JUNCTION  
CAPITAL PROGRAM REVIEW COMMITTEE  
MINUTES OF MEETING  
January 7, 2014**

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

---

**1. CALL TO ORDER**

Andrew Brown opened the meeting at 5:35 PM.

**2. MINUTES**

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**MOTION by Andrew Brown, SECOND by Rick Hamlin, to approve the 12/3/13 minutes with correction of the second year bond payment to \$417,266. VOTING: unanimous; motion carried.**

**3. TRUSTEES CAPITAL PLAN DISCUSSION**

*Main Street Project*

Andrew Brown reported per the discussion at the budget work session the Trustees felt the complete Main Street project can be on hold for a while, but the paving and enclosure of the drainage would be beneficial. The Trustees suggest working with the state on paving and enclosing the drainage and doing the remainder of the work as a separate project. Rick Hamlin pointed out Heart & Soul advocated for the sidewalk and lighting for a walkable community so there are actually three portions to the project on Main Street: enclosing the drainage, sidewalk & lighting, and overlay of the road with pavement. The project to include drainage, enclosing the piping, curbing on the west side of the street from the bridge to the top of the hill is labelled AAA1 and replaces LL, MM, NN in the capital project book. AAA1 needs to be ranked by the committee. The original project estimate is \$2.7 million reduced to \$865,000 by doing just the drainage portion. The cost of the bridge and sidewalk from the bridge to Crestview (LL in the capital project book) is \$1.1 million. Cost for drainage from Crestview to the radio station on Main Street (former McEwing property) is \$434,000.

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VOTING: unanimous; motion carried.**

Rick Jones, Public Works Superintendent, concurred with the recommendation by the committee with regard to Main Street.

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Andrew Brown stated the Trustees agreed the Maple Street culvert should be removed from the bond and put at the top of the list of capital projects funded through the regular contribution to the capital fund.

#### **4. NEXT STEPS**

##### Projects

- Paving on Athens Drive - David Nistico mentioned comments from residents on Athens Drive about the condition of pavement on the street. Rick Hamlin recalled Athens Drive was rebuilt less than 25 years ago (1993). The committee can rank the paving project.
- Inventory of condition of roads and sidewalks in village – This inventory is done. Similar information should be compiled for sewer lines, water lines, hydrants, buildings, and other infrastructure in the village. All the data should be combined into one inventory. An inventory of the types and sizes of water lines in the ground will be a challenge. Andrew Brown noted a fund similar to the rolling stock fund could be established for infrastructure projects and the tax rate appropriately set to contribute to the fund each year.
- Upgrade of the public works facility so equipment can be stored inside.

##### Next meeting

- March 13, 2014, 5:15 PM – 6:15 PM.
- Agenda: Rank Projects (YY, ZZ, Athens Drive paving)

#### **5. ADJOURNMENT**

**MOTION by Andrew Brown, SECOND by Rich Donahey, to adjourn the meeting.  
VOTING: unanimous; motion carried.**

The meeting was adjourned at 6:35 PM.

Mr. Tyler,

I couldn't find a direct way to make suggestions on the village website so I figured I would start with you.

I live over on Cascade Ct. and would like to float the idea of an advanced green on the South St. side of the IBM light.

Very often one cannot get off South St. to go towards the 5 corners during with all the IBM traffic flying out from one or both lanes depending on the time of day. Sometimes you have to wait through more than one light because the traffic is just too heavy from IBM. I never wait more than one light.

If there could be an advance of 10 seconds or so, that would help a lot to allow people to get out. Perhaps this possibility could be discussed.

I appreciate your time. Thanks,  
Bob Pierce

To The Elected Officials of the Village of Essex Junction:

While these comments do not directly address the Environmental Assessment, I feel they are pertinent to the proposed construction.

The most obvious impediment to smooth traffic flow in the Five Corners area of the Village is the allowance of left turns across traffic. The adverse effects of left turns are obvious even to the most casual observer. Traffic routinely backs up into the Five Corners intersection (and other intersections) and sits there through the signal change. This prevents the artery with the new green signal from proceeding. Hence, the result is more backups. The most dangerous left turn is twofold: traffic proceeding northbound on Railroad Street turning across Main Street to Railroad Avenue conflicting with traffic turning left from Railroad Avenue and proceeding northeastbound on Main Street.

The proposed Crescent Connector will NOT relieve traffic congestion in the center of Essex Junction without modifications to its design and the overall redesigning of the traffic flow through the area.

Every depiction that I have seen of this "new" road demonstrates that it is much too narrow to effectively handle the volume of anticipated traffic. This is especially true if the area continues to undergo development, as is apparently the plan.

The depictions show sharp turns to get into the Connector and get out of it at both the Park and Main Street intersections. At least now there is a rather gradual turn from Park Street to Main Street, easily negotiated by even the largest vehicles. This does not appear to be so in the new alignment.

There has been much talk in recent years about the installation of a roundabout at the Five Corners. I would propose an idea that would incorporate that solution but on a much larger scale (in area) and would not require any changes to the current plan of constructing the Crescent Connector.

That idea would be the incorporation of one-way traffic into the Village center along Main Street. Additionally, incorporation of a one-way flow out of the Five Corners along both Park and Maple Streets would be necessary. This would allow smooth flow through all arteries in the Five Corners and would virtually eliminate all left turns across traffic except on those routes that retain bidirectional flow. These, however, could be reduced or eliminated, as necessary, by posting of signs.

I would propose that, along with the construction of the Crescent Connector, the following traffic flow be implemented:

(1) The Crescent Connector flows in a northbound direction ONLY along its entire length. There would be two through lanes. The left lane would be straight ahead across Maple Street and the right lane would be either straight or a right turn onto Maple Street. Once across Maple Street, the left lane would carry traffic intending to turn left onto Main Street and the right lane would carry traffic intending to turn right onto Main Street.

(2) Main Street to flow one-way southwestbound from the intersection with the Crescent Connector to the Five Corners. There would be three lanes of traffic. The leftmost lane would allow either straight ahead traffic to Park Street or a dedicated left turn onto Maple Street for traffic desiring to get onto the Crescent Connector between Maple Street and Main Street. The middle lane would be either a left turn to Maple Street for traffic either desiring to cross the Crescent Connector and continue eastbound on Maple Street, or proceed straight ahead onto Park Street. The right lane would be for traffic desiring to turn right onto northwestbound Railroad Avenue (see later for another idea for Railroad Avenue), northbound Lincoln Street, or westbound Pearl Street. This would necessitate discontinuing the parking on one side of Main Street. Preferably, the angle parking would be eliminated, as this causes traffic delays because the vehicles must back out of the space into traffic.

(3) Park Street would flow one-way southbound from the Five Corners to the intersection with the Crescent Connector. There would be two lanes (perhaps three, if conflicts, when bidirectional flow is resumed, can be mitigated). The leftmost lane would be a left turn lane to the Crescent Connector or straight ahead to continue southbound on Route 2A. The right lane would carry traffic straight ahead on Route 2A southbound. This might possibly require removal of the "bumpouts" on Park Street at the first rail crossing in order to enable a smooth transition from one-way traffic to bidirectional flow south of the Crescent Connector.

(4) Maple Street would flow one-way eastbound from the Five Corners to the intersection with the Crescent Connector. There would be three lanes. The two leftmost lanes would be dedicated left turn lanes to the Crescent Connector to allow traffic to get to Main Street and then turn left or right. The right lane would allow eastbound traffic to continue on Maple Street.

It might also be advisable to change the flow on Railroad Avenue to one-way southeastbound, only. Access to the Railroad Avenue area and the train station would be via a reversed flow on Lincoln Avenue with that traffic proceeding eastbound only.

This proposed flow would obviously cause some drivers to travel a greater distance to get where they want to go. But, the overall improvement to the traffic flow would far outweigh any such

drawbacks.

I would urge that this proposal be given consideration.

Thank you.

John Glasserman  
4 Spruce Lane  
Essex Junction, Vermont 05452-4387

Home: (802) 879-5330  
Cell: (802) 343-2359

**(The following was sent to the Essex Junction Board of Trustees by Mr. Logan Day on 1/12/14)**

Hi - There has been a lot of discussion about the Whitcomb Farm in the last year and a meeting was held to discuss whether Village Taxpayer money should be used for its preservation and \$10,000 to go to the Vermont Land Trust for this. At this meeting it was stated that the Whitcombs allowed people to walk the land and that while they certainly could stop that at any time, it was their plan to continue to allow people to do this.

In the Whitcomb Farm's petition to the Vermont Public Service Board June 20, 2013 it specifically states:

"In coordination with the development of the solar array, the Whitcomb family is also working with the Vermont Land Trust to place approximately 400 acres of the remaining property in a long-term conservation easement. This combined effort is intended to maintain the open, productive nature of the farm and provide diversified revenue streams for the it. **By conserving the remaining property, the land will continue to provide local citizens with access to recreational activities such as cross-country skiing and bird watching.**"

Yet, when I walked on the farm from the end of Cascade Street December 31, 2013, this is the sign that was about 100' off to the right, not in the path one would normally walk. It states: Farm Fertilization Program

Village of Essex Junction, VT  
New England Organics

It states that a biosolids fertilization application will take place (no date)\_\_\_\_\_ and that **public access will be restricted for 12 months following this.** To my knowledge, biosolids are spread 1 or 2 times a year.

Well, first of all, that would restrict access year round to most, if not all of the farm that it states above will be conserved to provide local citizens with access to recreational activities such as cross-country skiing and bird watching.

Secondly, they have been applying biosolids since 2009 with no signs and no restrictions to the land that many have been using, with their permission, for the above activities. Again, in their solar application along with the presentation requesting the village put money towards the Land Trust conservation easement, they talk about how the land IS open for public recreation.

I have emailed New England Organics asking them about this and they have not responded since my email December 31st other than saying they have received it.

What is this about? Are we being told residents have access when in fact they will be restricted 12 months out of the year? And another thought, tax relief when they are already getting paid \$50-60K for the sludge that saves them \$100/acre in fertilization costs? This information is stated from the following:

Vermont Biosolids Forum

**(The following email was sent to Mr. Day by Village president George Tyler on 1/13/14)**

Mr. Day,

Thank you for your letter regarding biosolids fertilization, land preservation, solar panels, and access issues for the Whitcomb Farm property in Essex Junction. I will see that a copy of your letter is included in the reading file of the upcoming Village Trustee meeting. If you desire, either I or the Village Manager can respond to your concerns in greater detail after we consult with the trustees and staff, but a few general comments may be helpful to you. There are three distinct items pertaining to this matter:

1) Last year the Village contributed \$10,000 to the Vermont Land Trust's effort to purchase a permanent easement (the total

cost of which was, I believe, about \$500K) for the Whitcomb property to ensure that the land, which is currently zoned for agriculture, will remain as open, undeveloped space in perpetuity. When we made this contribution it was understood that although village residents could have limited access to some of the property for recreational purposes, the Whitcomb family could not guarantee permanent, unrestricted access to all their land. The primary intent of our contribution was to help preserve the space as the last remaining agricultural property in the village, and if the agricultural operation was curtailed, the land would still remain undeveloped. The opportunity for limited access by village residents was an added benefit, but not the primary reason for the donation.

2) This year the Village granted tax stabilization to Encore Solar Array, which had entered into an agreement with the Whitcomb family to place solar panels on a portion (400 acres) of their property. The intent of the arrangement was to provide enough financial stability to the developer to make the long term establishment and management of the solar operation feasible while, at the same time, significantly increasing the taxable value of the property thus rendering a significant increase in the tax revenues coming to the Village.

3) The Whitcomb family has an agreement to receive biosolids generated from the Essex Junction wastewater treatment plant. I do not know the details of this arrangement and the dates of various actions pertaining to it (they can be obtained from the Village Manager Pat Scheidel or Water Quality Superintendent Jim Jutras) but I assume the biosolids will be distributed on that portion of the Whitcomb property used for agriculture. Note that a portion of the Whitcomb property extends into wetlands and native forest along the Winooski River and, presumably, is not used for agriculture. I cannot say with certainty that that is the property village residents primarily use for recreational purposes, but I suspect that may be the case. If so, the application of the biosolids to other parts of the farm would probably not impede access. I know that for the Village wastewater treatment plant there is a significant cost associated with shipping the generated biosolids to a distant site. Again, I don't know the precise details of the arrangement but I believe the financial savings may be part of the motivation for entering this agreement.

In short, there are several working parts here and I can appreciate that it's confusing. I also appreciate how the sign you described in your letter could lead to the conclusion that the entire farm would suddenly be off limits to Village residents. I cannot say with certainty, but I don't believe that is the case. I believe that a portion would be off limits (certainly the portions used for solar panels and active agriculture), but some would remain open.

I hope this letter clears up some of the confusion. Please let me or Village manager Pat Scheidel know if we can provide any further information. Your letter is very helpful because it highlights for us that we may need to do a better job communicating some of these rather complex issues to our citizens. Thank you.

Best Regards,

George Tyler, President  
Village of Essex Junction

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**(The following email was sent by Mr. Day to George Tyler on 1/15/14)**

George - Thank you for your response. I want to clarify that where this sign was is where many people walk, which is the fields at the end of Cascade Street. This is, I believe, the only place people walk as the farm area down on South Street does have cows on the right side and in the fields to the left as well. So to see this sign at the end of Cascade Street truly seems like access will be restricted all year.

I do understand that \$10,000 was given for preservation, but there were questions and answers given that stated that the land would be available for recreation. People voted with this in mind. In their presentation about the solar panel array, again it states ""In coordination with the development of the solar array, the Whitcomb family is also working with the Vermont Land Trust to place approximately 400 acres of the remaining property in a long-term conservation easement. This combined effort is intended to maintain the open, productive nature of the farm and provide diversified revenue streams for the it. **By conserving the remaining property, the land will continue to provide local citizens**

**with access to recreational activities such as cross-country skiing and bird watching."**

The big question is what land is available for local citizens as stated above? And more importantly, if there were no signs in the past and no restricted access because of the biosolids, why now???? This has been spread since 2009.

Thanks,

**Logan**

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**(the following was sent by Mr. Day to George Tyler and Jim Jutras on 1/16/14)**

This is in response to my seeking an answer from Casella regarding the sign that is about 100' to the right of the entrance at the end of Cascade Street that now has wooden barriers at the entrance. He clearly states that there is a 12 month restriction to all of the land that is being fertilized with biosolids. This is the land available for public use.

In the December 10, 2013 Essex Junction Trustee Meeting Minutes under Article V. It clearly states "Meg (Whitcomb) Armstrong noted wording in the tax stabilization agreement for the entire farm will have to be adjusted for the solar project because there will not be public access to the fenced area around the panels."

Well, according to Casella and their Vermont restrictions, there is now a 12 month restriction on most of this land that is in the preservation acreage. You were correct in stating that people were excited about preserving the farm. One big reason was public access. Now, it clearly states that "Vermont has chosen to be more conservative and requires a 12 month restriction for all sites."

Logan Day

----- Forwarded message -----

From: **Logan Day** <[loganday63@gmail.com](mailto:loganday63@gmail.com)>

Date: Thu, Jan 16, 2014 at 6:54 PM

Subject: Re: Land Posting

To: Jeff C McBurnie <[Jeff.McBurnie@casella.com](mailto:Jeff.McBurnie@casella.com)>

Thanks for your response. First, this land has had biosolids applied to it since 2009.

There has never been any sign at all to indicate that one should not be on the land. I spoke with a woman who was walking the same area and she said that she has spoken to the farmer when he was applying it and he said there was no health risk and he did not tell her to not walk in that area but did say that the smell may be unappealing. She said she has been walking the farm for over 20 years.



This farm is touting that the land is open for recreational use to residents yet it seems like now it is actually being restricted. The date did not fade, it was never on this sign and the sign appeared sometime after late November. Biosolids were applied this fall and I can assure you that there has never been a sign until now.

If there is such a restriction, a notice to the Essex Reporter and neighbors should be given just as when they began biosolids and informed the neighbors with a letter in 2009. That letter did not state that the land was restricted and again, it has been said over and over by the Vermont Land Trust and in their application for the solar array to the Public Service Board that the preservation of this farm is also for village residents to walk and bird watch.

With the restriction you state above "Vermont has chosen to be more conservative and requires a 12 month restriction for all sites", this means that this land is NOT available for recreations.

Logan Day

On Thu, Jan 16, 2014 at 10:27 AM, Jeff C McBurnie <[Jeff.McBurnie@casella.com](mailto:Jeff.McBurnie@casella.com)> wrote:  
Good Morning, Logan

I apologize for the long delay in responding to your inquiry. I was trying to gather as much information as possible to provide you with a comprehensive answer. As a courtesy, I should have informed you that this research was underway.

The primary response to your question is that the sign is posted as a requirement of Federal law (Part 503) and Vermont Statute, which require the posting of land that has received an application of Class B biosolids. As background, WWTP sludge can be treated to two levels of pathogen (disease-causing microorganisms) removal: Class A, which is essentially pathogen-free and Class B, which can potentially contain low levels of pathogens. Because of this low level risk of exposure, the program is made more protective by requiring access to that land be restricted. The closer to the time of application, the higher the risk may be. Under Federal rules, low public access land (like farm land) requires a 30-day after application restriction; higher public access land (athletic fields, public parks, etc.) requires a 12 month restriction. Vermont has chosen to be more conservative and requires a 12 month restriction for all sites.

In regard to the specifics of the sign, nothing in statute prescribes the particulars of its design (size, font, character size, etc.). It simply must be located at the entrance to the application site and must contain the date material was applied. Why this sign was not dated is unclear. There may have been an extended period of time since the last application and the date faded.

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Processing sludge in this manner allows for nature to help further reduce the low pathogen concentration potential (through competition with other soil microorganisms, exposure to ultraviolet radiation (sunlight), desiccation due to drying, and other natural mechanisms). The further from the date of application you go, the lower the already minimal risk becomes. Without going into too many of the details of risk assessment, these risks are based on the concept of a most exposed individual, so a small child actually eating this material directly or someone with an immune deficiency that spends a lot of time on a site would be protected.

I hope this adequately addresses your question. If not or if you would like to discuss this further, please don't hesitate to contact me directly.

Sincerely,

Jeff

**Jeffrey C. McBurnie, P.E.**

Director of Permitting & Regulatory Affairs  
Casella Organics

135 Presumpscot St., Unit 1  
Portland, ME 04103

p.[207.347.3618](tel:207.347.3618) | c.[207.272.8395](tel:207.272.8395) | w. [casellaorganics.com](http://casellaorganics.com)

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(The following was sent from Lorenzo Whitcomb to Jim Jutras and cc'd to George Tyler)

To: Jim Jutras  
From: Lorenzo Whitcomb

Date: January 13, 2014

Re: Logan Day – Concerns

The Whitcomb Family has not changed its policy on public access. Having said that it should be noted that the Whitcomb Family Farm is a working farm. Our land use and public access changes with the seasons and crop rotation. A couple of examples would be fences to limit access to fields used for cow pastures in the summer, farm truck roads during harvest time and fields that we inject biosolids on in the spring and fall (approximately 120 acres a year out of the 420 acres).

As far as the sign at the end of Cascade Street that I put this past fall, the placement was two-fold by putting the sign farther from the road was to help prevent it from being removed, a challenge we have had in the past. The second reason was that we only used around 10 acres of that field this fall so the path extending from Cascade Street and around the edge of the field would be fine for the public access.

I will look into signs that better describe our farming practices and public access in the future.

Note: The big black pile ½ mile from the end of Cascade Street is wood ash from the McNeil Generation Plant in Burlington and will be spread on the field in the spring to provide potash.

Note: A 25 foot buffer is used around the fields we are injecting biosolids.

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(The following was sent to Mr. Day on 1/22/14 by George Tyler)

Mr. Day,

In discussing access to the Whitcomb farm, the Whitcomb family assures me that they have not changed their policy regarding access. They do note that this Essex Junction property is a working farm. The land use changes with the season, crop rotation and other normal operations for planting, harvesting, Biosolids land application, pasture rotation, etc.

The wastewater facility generates and processes Biosolids as part of our water recycling process. This by product is processed in an anaerobic digester to make the material safe for recycling to the environment as a fertilizer. The land application of Biosolids is a very important aspect of the overall operation of the farm and the wastewater treatment facility. State rules and good practice requires the posting of property whenever Biosolids are applied. The various fields where we apply are posted based on access points and other site considerations.

Whitcomb's are subcontractors to the Village and to Casella Organics. They land apply the liquid Biosolids directly for the Village. The Whitcomb's own, operate and maintain the expensive equipment needed to inject the liquid Biosolids as a fertilizer to the fields. The fees that we pay to the Whitcomb's for this service are less than the options that we have available to us at the wastewater facility. By land applying liquid, we realize additional savings for our community that are difficult to quantify. For example, we do not have to retreat the high strength liquid contained in the Biosolids. During the current construction cycle, the land application option has been invaluable in maintaining our treatment process while the current construction is under way. The construction cycle limits the process tanks that we have available for use. We are very fortunate to have a recycling site very close Cascade Street facility as it has saved us considerably in operating costs during construction.

In addition, Biosolids are an important part of land management and compliance with Lake Champlain emerging requirement for management of Phosphorus. Biosolids are integrated into the Whitcomb farm nutrient management program for proper growth of animal feed and protection of the lake Champlain watershed. Our joint operation are considered as many to be a beneficial public private partnership for water quality improvement and reduction of phosphorus to Lake Champlain..

Thank you for expressing your concerns regarding the working relationship between the Village of Essex Junction and the Whitcomb farm.

George Tyler

**VILLAGE OF ESSEX JUNCTION  
BOARD OF TRUSTEES  
MINUTES OF MEETING  
January 14, 2014**

**BOARD OF TRUSTEES:** George Tyler (Village President); Elaine Sopchak, Andrew Brown, Lori Houghton. (Dan Kerin was absent.)  
**ADMINISTRATION:** Patrick Scheidel, Village Manager; Lauren Morrisseau, Co-Assistant Manager & Finance Director; Susan McNamara-Hill, Co-Assistant Manager & Village Clerk/Treasurer/HR Director; Robin Pierce, Development Director.  
**OTHERS PRESENT:** Diane Clemens, Nick Meyer, Karen Alderman, John Terborgh, Evan Detrick, Lois Blaisdell.

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**EXECUTIVE SESSION**

**MOTION by Elaine Sopchak, SECOND by Andrew Brown, to go into Executive Session to conduct interviews for the Tree Advisory Committee. VOTING: unanimous (4-0); motion carried.**

Executive Session convened at 6 PM.

**MOTION by Elaine Sopchak, SECOND by Andrew Brown, to adjourn Executive Session. VOTING: unanimous (4-0); motion carried.**

Executive Session adjourned at 6:29 PM.

**I. 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.

**II. AGENDA ADDITIONS/CHANGES**

Add:

- Information from Robin Pierce regarding application for a bike/ped award from Regional Planning. Staff submitted the application.
- Executive Session to discuss evaluation of public officials.

**III. GUESTS AND PRESENTATION**

1. Comments from Public on Items Not on Agenda  
None.

2. Presentation: Crescent Connector Environmental Assessment  
Evan Detrick with Dubois & King explained the environmental assessment requirements for the crescent connector road. The document is available in the village office and comments will be accepted until January 23, 2014. The environmental assessment essentially looks at resources in the project area and impact to resources under a "build" alternative. Agencies including federal highway, VTrans, the village, and Regional

Planning have reviewed the assessment. Comments are appended to the document. It is anticipated there will be a finding of no significant impacts under the NEPA definition. The following was reviewed/noted:

- Layout of the crescent connector roadway.
- Cross section of the road.
- Travel lanes, sidewalk, bike lane.
- Traffic signal at Maple Street and traffic signal at Park Street.
- There are no significant impacts on farmlands, floodplain, surface water, ground water sources, wetlands, or archeological items, disadvantaged populations, infrastructure or aesthetics.
- The road will have a positive impact on traffic, traffic congestions and flow, land use (opens some parcels to further development), air quality, hazardous materials (those found will be removed), socio-economic factor (pedestrian facility added).
- Some private property will be taken for road right-of-way.
- Lincoln Hall may be eligible for noise abatement. Noise levels will decrease with the project. There are two noise criteria per VTrans: an increase in noise level or noise approaching the threshold. Lincoln Hall is public meeting space so a residential level of noise applies. Noise at Lincoln Hall approaches the noise level that allows abatement. With the traffic change through Five Corners noise levels will go down. Abatement could be a sound wall along the road side of the Lincoln Hall building.
- There will be temporary construction impacts with disruption of soils and traffic.
- The road meets the purpose and need as stated in the scope of work and will not result in significant impacts under the definition through NEPA.
- Once a finding of no impact is received the project can advance through the VTrans process to construction in late 2015.
- The railroad is doing some work. The rail plans must be received to be able to move forward with the railroad crossing on the road.
- No comments were received at the public meeting on the project. One comment was received by mail questioning how traffic can improve with the addition of two traffic signals. The response is that traffic will flow more efficiently overall so traffic will improve.

### *COMMENTS/QUESTIONS*

A woman in the audience asked about turning onto the crescent connector from Five Corners and impact on the parking on Park Street. Mr. Detrick explained the turning movement onto the road from Park Street in both directions and the relocation of parking to along the crescent connector or a lot off the roadway. The number of spaces to be removed is approximately six (though there are about 30 spaces by the Hungry Dutchman) and the handicap accessible space will be farther away from the building unless the property owner finds a different location closer to the building.

There was mention of the potential for more traffic from the proposed mixed use development at Five Corners. Robin Pierce said when the road was designed initially there was no knowledge of development at Five Corners. There is time to make changes because the design development phase has not yet been done.

John Terborgh urged considering closing the section of Main Street by Martone's Market and converting the space into a walking public space much like Church Street in Burlington. The wait at Five Corners would be decreased because there would no longer for a five point intersection. Business owners could be involved in the plan to determine what would work for them with regard to parking and store access.

A business owner on Park Street asked about the duration of construction and if there is any compensation or protection for businesses impacted by the construction. Mr. Detrick said construction will be targeted to be the better part of the construction season, mid-April to November. Unless a business is directly impacted there is no compensation.

#### **IV. OLD BUSINESS**

##### **1. Appointments to Tree Advisory Committee**

**MOTION by Lori Houghton, SECOND by Andrew Brown, to appoint the following individuals to the Tree Advisory Committee:**

- **Paula DeMichele**
- **Rich Boyers**
- **Nick Meyer**
- **Warren Spinner**

**VOTING: unanimous (4-0); motion carried.**

There was discussion of amending the committee policy to allow five members. Staff will prepare language for the next meeting.

##### **2. Approve Amendment to Agreement with School District**

**MOTION by Lori Houghton, SECOND by Elaine Sopchak, to accept the amended agreement with the school district to hold a joint meeting once a year rather than twice a year. VOTING: unanimous (4-0); motion carried.**

##### **3. FY15 Proposed Budget**

Staff reviewed changes to the FY15 proposed budget noting the following:

- Money was added (\$921) for new rugs in Lincoln Hall to protect the new flooring.
- Public Works employee has gardening experience and will fill the gardening position for the village which will save money.
- The library replaced an employee with in-fill of a part-time employee which will save \$2,400.
- Health insurance costs are reflected in the budget.
- The General Fund increased from 3.6% to 3.71%
- The top five priority capital projects have an estimated cost of \$4.945 million versus reducing the Main Street project scenario to just the sidewalk and drainage (\$3.693 million) or drainage only (\$3.1 million) versus excluding Main Street (\$2.234 million).

George Tyler mentioned researching any grant money available for the sidewalk portion of the Main Street project. There was discussion of bonding for the project and postponing some of the work. Andrew Brown explained a bond vote can be done for the total bond amount for all five projects, but the village can expend only the amount needed for a project or portion of a project. The state is going to pave Main Street at some point (the road was scheduled to be paved in 2009-2010, but did not get done). The goal is for the village to do the drainage work and then the state to pave the road. Lauren Morrisseau noted securing approval from the voters for a bond for the five priority projects will allow more projects to be done sooner. The top five priority projects have been removed from the capital project list. If the bond is not approved then the projects must be reinserted into the list which will bump down other projects. The cost of the bond will be added to the tax rate over 20 years. Bond interest rates have increased slightly since October (3.742% to 3.672%). The annual contribution to the capital fund for capital projects will continue, but doing the annual contribution and asking for periodic bonds is not sustainable (better to secure one large bond at once). Andrew Brown noted the capital committee discussed working with Regional Planning to do a street inventory so the village can better plan the appropriate capital contribution to meet needs.

Pat Scheidel commented on the degrading infrastructure in many states, not just Vermont, and the lack of federal and state funding that is available. Mr. Scheidel advised to position for success project plans should be ready to go so grants can be pursued when available. The capital committee will be invited to a meeting with the Trustees to discuss bonding for projects. Staff will provide information on cost in time and resources to repair Main Street each year.

Lauren Morrisseau reported one fifth of the bond payment for the treatment plant was added to the sanitation rate to avoid a large rate increase at once and a significant amount has been accrued to date so staff is recommending the amount collected for payment be decreased. The Trustees concurred.

#### 4. Whitcomb Farm Tax Stabilization Agreement

Minor changes to the agreement are relative to excluding the solar farm acreage. The three year term with six year extension continues with the agreement.

**MOTION by Elaine Sopchak, SECOND by Andrew Brown, to approve and execute the renewed Tax Stabilization Agreement with the Whitcomb Family, LLC.**  
**VOTING: unanimous (4-0); motion carried.**

### V. NEW BUSINESS

#### 1. Approve Request to Evaluate Speed Limit on Lincoln Street

There was discussion of the request to decrease the speed limit to 25 mph on the section of Lincoln Street by the cemetery where lighting and pedestrian improvements were recently installed. Staff will investigate posting village streets at 25 mph up to West Street Extension and make a recommendation.



**MOTION by Lori Houghton, SECOND by Andrew Brown, to authorize staff to write a letter to Amy Gamble, staff coordinator for VTrans Traffic Committee, requesting evaluation of the speed limit on a section of Lincoln Street by the cemetery where recent pedestrian and lighting improvements were installed. VOTING: unanimous (4-0); motion carried.**

**2. Discuss 2014 Legislative Priorities**

The following items were listed:

- Water quality
- Adequate funding for paving roads
- Massage therapist licensure
- Single payer health care and impact on municipalities (Finance Director calculates 3.5% of health care costs are attributable to Obama Care alone)
- Municipalities in the home card system (Department of Libraries should investigate a statewide courier service for libraries)

State representatives will be invited to attend the next meeting to discuss the legislative priorities list.

**3. Discuss/Approve 2013 Annual Report Cover and Dedication**

**MOTION by George Tyler, SECOND by Lori Houghton, to amend the dedication of the annual report to include all volunteer groups in the village.**

**DISCUSSION: There was mention of groups that are not on the list in the resolution. It was clarified the resolution is noting results, not specific groups.**

**VOTING: prior to the vote the George Tyler withdrew the motion.**

Lori Houghton proposed a motion to include Heart & Soul in the list due to the multitudes of people touched by the group. The motion did not have a second. There was discussion of wording to include volunteers, both past and present, including but not limited to Heart & Soul and others. It was suggested a page be added to the annual report listing the six Heart & Soul values.

**MOTION by Lori Houghton, SECOND by Elaine Sopchak, to approve the picture of the Brownell Library and the dedication to volunteers for the annual report as presented. VOTING: unanimous (4-0); motion carried.**

**MOTION by Elaine Sopchak, SECOND by Lori Houghton, to include on a separate page of the annual report reproduction of the Heart & Soul poster describing the six values identified by the Heart & Soul committees. VOTING: unanimous (4-0); motion carried.**

**VI. VILLAGE MANAGER'S REPORT**

**1. Meeting Schedule**

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

- March 11, 2014 @ 6:30 – Regular Trustees Meeting
- March 25, 2014 @ 6:30 – Regular Trustees Meeting
- April 8, 2014 @ 6:30 – Regular Trustees Meeting
- April 22, 2014 @ 6:30 – Regular Trustees Meeting

Special Meetings/Events:

- April 2, 2014 @ 6 PM – Community Supper before Annual Meeting
- April 8, 2014 7 AM – 7 PM – Australian ballot voting

2. Heart & Soul Presentation

The report from Heart & Soul will be presented on February 10, 2014 at the high school. Proposals for the future will be discussed.

3. Bond Vote

The warning for a bond vote on April 8, 2014 must be adopted at least 30 days, but not more than 40 days prior. The Trustees will decide on the bond vote at the next meeting.

**VII. TRUSTEES COMMENTS/CONCERNS & READING FILE**

- Elaine Sopchak reported the 6<sup>th</sup> Grade class from Lawton School will participate in the annual meeting as part of a citizenship project. The students may team with 2<sup>nd</sup> graders at Hiawatha School on a “my future village” exercise. Sue McCormack and Heart & Soul have been alerted to these events. The Trustees may be asked to speak to the class.
- George Tyler suggested links on the webpage be discussed at the next meeting.
- Elaine Sopchak mentioned the comprehensive plan that is being updated is not on the website.
- Reading file:
  - Minutes of Planning Commission (12/5/13 & 12/19/13)
  - Minutes of Capital Program Review Committee (13/3/13)
  - Letter of Congratulations to James Jutras for 2013 Regional EPA Wastewater Treatment Plant Operator Excellence Award
  - Memo re: Champlain Water District FY15 Budget
  - VLCT 2014 Municipal Policy Priorities
  - VLCT Town Meeting Tune-Up Workshop 2/11/14
  - Article in *Business People-Vermont* re: IBM

**VIII. CONSENT AGENDA & READING FILE**

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

1. Approve Minutes of Previous Meetings (12/9/13 & 12/10/13)
2. Approve Warrants including check #10048392 through #10048497 totaling \$1,140,910.20.
3. Approve Warrants including check #10048499 through #10048602 totaling \$331,040.12.

**VOTING: unanimous (4-0); motion carried.**

**IX. DISCUSSION: Village Downtown Redevelopment Strategy**

**MOTION** by George Tyler, **SECOND** by Lori Houghton, to take a five minute break before resuming the meeting to discuss strategy for redevelopment of the village downtown. **VOTING: unanimous (3-0)**[Andrew Brown not present for vote]; motion carried.

The following was discussed:

- The downtown area is bordered by the railroad tracks and includes Five Corners, the crescent connector, properties at Five Corners with a proposed mixed use development (Milot lot) and a change of use on another property at the intersection.
- A master plan for trees in the village should be done by the Tree Advisory Committee.
- Committees, strategies, resources must be in place for thoughtful growth to happen in the village. The village has a comprehensive plan, but a strategy is needed because there is latitude in the plan so a developer may not build what the village is anticipating. A partnership should be formed with developers so the proposed development is viable for the developer and a meaningful building for the village.
- There should be conversation with property owners/developers about their properties and potential plans for development.
- A master plan could be done for a certain area of the village in concert with developers. A consultant could be hired to do the downtown master plan. Essex Town is proposing to hire a consultant as part of the review for the town plan. The voters must approve money for the consultant. There could be opportunity to collaborate with the town provided there is focus on the village and town centers. This would meet the Heart & Soul value of more collaboration.
- The village needs a downtown master plan now. The town may not be on the same schedule. Competition with the town should be avoided. It may be possible to do the plan in collaboration with the town, but not in tandem. It may be possible that the town plan could be integrated with the village master plan and handled by the same consultant.
- There are differences in that the town is developing and the village is redeveloping.
- Regarding funding, defining the strategy and scope of services will determine the cost.
- The results of the study should show different options, such as overlay districts, or different scenarios of development.
- Stakeholders should be involved in the discussion. The community overall should be involved. There can be multiple points of contact with groups for discussion of ideas throughout the master plan development.
- A charette can be done. Problems and goals can be identified and potential solutions discussed then a scope of work drafted and a consultant hired.
- Input could be solicited at annual meeting on what the villagers want the community to look like, on what is “thoughtful growth”.

- People need to be informed about what the comprehensive plan supports for development in the downtown area.
- Citizens and local businesses could have a roundtable discussion of the thoughtful growth value and flesh out ideas.

Pat Scheidel briefly described the process followed by Essex Town with the Lang Farm development. Problems, solutions and opportunities were identified to make the area more habitable for businesses and citizens alike. For the scope of services for the village master plan property owners, existing businesses, and developers should be brought into the planning process. The community must be included in the planning process. Incentives for developers to coordinate and cooperate with the plan should be determined. There should be discussion of how redevelopment and improving the local economy can occur without competing with other communities, and how the local economy can be restructured to complement what exists and potential new development. Changes to the code and in government structures (planning commission, zoning board, development review board, and such) should be discussed to make the master plan work. Regional plans and ideas and potential impact on the village should be researched.

Lori Houghton suggested a moratorium on building until the master plan vision is done so development does not occur that defeats the purpose of the master plan. The moratorium could dictate for the consultant the timeframe for completion of the master plan. George Tyler noted a defensible ordinance would have to be drafted and adopted to establish a moratorium which would require several months of time. Elaine Sopchak suggested some personal interaction with developers to see if they will discuss their plans and ask them to hold for a six month window until the vision process is complete. The vision should be in place before the crescent connector is built.

Staff will draft a timeline and cost estimate for the downtown master plan. George Tyler will draft some text on the scope of services.

**X. EXECUTIVE SESSION and/or ADJOURNMENT**

**MOTION by George Tyler, SECOND by Elaine Sopchak, to adjourn the regular meeting and convene Executive Session to discuss personnel issues, and invite the Village Manager and HR Director to attend. VOTING: unanimous (4-0); motion carried.**

The meeting was adjourned and Executive Session convened at 9:30 PM.

**MOTION by Elaine Sopchak, SECOND by Lori Houghton, to adjourn Executive Session. VOTING: unanimous (4-0); motion carried.**

Executive Session adjourned at 10 PM.

RScty: M.E. Riordan



# Check Register Report

BL 1/28/14

Date: 01/24/2014

Time: 11:34 am

Page: 1

Village of Essex Junction

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>							
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10048604	01/28/2014	Printed		10508	ADVANCED DISPOSAL	GRIT REMOVAL-WWTF	243.22
10048605	01/28/2014	Printed		00382	AMAZON.COM CREDIT	CIRC MATERIALS-LIBRARY	414.81
10048606	01/28/2014	Printed		9975	AMERICAN ROCK SALT C., LLC	ROCK SALT-STREET	3,858.84
10048607	01/28/2014	Printed		9847	AUTOZONE, INC	DIESEL EXHAUST FLUID-FIRE	12.99
10048608	01/28/2014	Printed		9976	AVONDA AIR SYSTEMS, INC	HEATING SYTEM REPAIR-LIBRARY	152.44
10048609	01/28/2014	Printed		10301	DAVID A. BARRA, PLC	LEGAL SVCS-WWTF/ADMIN	2,871.00
10048610	01/28/2014	Printed		9829	MADELEINE BARRY	JACKET REIMB-WWTF	89.00
10048611	01/28/2014	Printed		0173	BEARINGS SPECIALTY CO., INC.	SUPPLIES-STREET	69.28
10048612	01/28/2014	Printed		1655	BLUE CROSS BLUE SHIELD OF VT	VHC BC/BS INS PREM-VARIOUS	28,406.86
10048614	01/28/2014	Printed		10600	BRODART #2	CIRCULA MATER-LIBR& FRIENDS	1,523.04
10048616	01/28/2014	Printed		0268	BRODART CO.	CIRCULA MATER-LIBR& FRIENDS	502.88
10048617	01/28/2014	Printed		10262	BUDGET LIBRARY SUPPLIES	SUPPLIES-LIBRARY	285.00
10048618	01/28/2014	Printed		0305	BURLINGTON FREE PRESS	NEWSPAPERS-LIBRARY	22.00
10048620	01/28/2014	Printed		9941	BUSINESSCARD SERVICES	SEE ATTACHED SPREADSHEET	944.25
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10048622	01/28/2014	Printed		9743	CARQUEST AUTO PARTS	SUPPLIES-STREET	184.95
10048623	01/28/2014	Printed		9533	CCP INDUSTRIES	BLUE GLOVES-WWTF	141.67
10048624	01/28/2014	Printed		0500	CHAMPLAIN WATER DISTRICT	WATER USAGE-WATER	195,596.69
10048625	01/28/2014	Printed		0525	CHITTENDEN SOLID WASTE DISTRIC	BIO SOLIDS & FEES-WWTF	24,104.86
10048626	01/28/2014	Printed		10207	CHOICE CARE CARD	ADMINISTER FRA/FSA-ALL DEPTS	513.00
10048627	01/28/2014	Printed		10353	CIVES CORP	REVERSIBLE PLOW-CAP R	6,100.00
10048628	01/28/2014	Printed		9788	COMCAST	CABLE-FIRE	13.50
10048629	01/28/2014	Printed		0560	COPY-SHIP-FAX-PLUS	SHIPPING CHARGES-VARIOUS	34.45
10048630	01/28/2014	Printed		05898	CRYSTAL ROCK BOTTLED WATER	BOTTLED WATER-STREET	5.50
10048631	01/28/2014	Printed		10401	DE LAGE LANDEN FINANCIAL INC	COPIER RENTAL-ADMIN	249.52
10048632	01/28/2014	Printed		0624	DEMCO, INC.	SUPPLIES-LIBRARY	75.65
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10048635	01/28/2014	Printed		0770	ESSEX JUNCTION SCHOOL DISTRICT	SCHL IMPACT FEES TRANSFER	14,619.85
10048636	01/28/2014	Printed		0795	TOWN OF ESSEX	MGR CONTRACT-ADMIN	4,486.73
10048637	01/28/2014	Printed		08218	FAIRBANKS MUSEUM	MEMBERSHIP-LIBRARY	75.00
10048638	01/28/2014	Printed		0797	FALCON PLUMBING SERVICE, INC.	HEATING INSPECTION-LH	149.00
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10048640	01/28/2014	Printed		123111	FRIENDS OF DCF	CONF REGISTRATION-LIBRARY	100.00
10048641	01/28/2014	Printed		10226	G & K SERVICES	SHOP TOWELS-STREET	59.49
10048642	01/28/2014	Printed		0899	GAUTHIER TRUCKING CO., INC	RUBBISH REMOVAL-STREET/LH	618.34
10048643	01/28/2014	Printed		10453	GE CAPITAL C.O.RICOH USA	COPIER LEASE-WWTF	118.00
10048644	01/28/2014	Printed		24511	GRAINGER	BISULFITE FEED& SUPPLIES-WWTF	1,326.84
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10048646	01/28/2014	Printed		0965	GREEN MOUNTAIN POWER CORP.	ELECTRICITY-VARIOUS	8,673.33
10048647	01/28/2014	Printed		1010	HACH COMPANY	SEASONAL REAGENTS-WWTF	831.41
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10048651	01/28/2014	Printed		9454	LENNY'S SHOE & APP	UNIFORMS-WWTF/SANITA	416.00
10048652	01/28/2014	Printed		9715	MINUTEMAN FIRE & RESCUE	TRUCK PART DIFFUSER-FIRE	663.25
10048653	01/28/2014	Printed		10573	NEEDHAM ELECTRICAL SUPPLY	SUPPLIES-FIRE	20.54
10048654	01/28/2014	Printed		10176	NEOFUNDS BY NEOPOST	POSTAGE FOR METER-ADMIN	600.00
10048655	01/28/2014	Printed		1660	NORTHEAST DELTA DENTAL	INS PREMUM DENTAL-ALL DEPT	2,560.48
10048656	01/28/2014	Printed		2393	NORTHEAST MAILING SYSTEMS, LLC	COPIER CARTRIDGE-ADMIN	156.18

## Check Register Report

BL 1/28/14

Date: 01/24/2014

Time: 11:34 am

Page: 2

Village of Essex Junction

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>							
10048657	01/28/2014	Printed		9657	OCCUPATIONAL HEALTH CENTERS	PHYSICAL EXAM-FIRE	266.00
10048658	01/28/2014	Printed		1756	PATTON FACILITY MGMNT DBA	JANITORIAL SERV-LH/LIB	2,471.96
10048659	01/28/2014	Printed		1775	PETTY CASH VILLAGE	PSTG/SUPPLIES-VARIOUS	10.79
10048660	01/28/2014	Printed		10059	ROBERT PIERCE	CELL PH-PLAN	129.24
10048661	01/28/2014	Printed		1791	PENELOPE D PILLSBURY	MILEAGE REIMBURSE-LIBRARY	4.48
10048662	01/28/2014	Printed		1910	RADIOSHACK	IPAD CABLE-PLAN	14.99
10048663	01/28/2014	Printed		2054	SEARS COMMERCIAL ONE	TOOLS & UNIFORM BOOTS-WWTF	363.53
10048664	01/28/2014	Printed		20835	SIMONS UNIFORMS	SHIRT-FIRE	64.24
10048665	01/28/2014	Printed		2115	SOUTHWORTH-MILTON, INC.	PARTS-STREET	110.63
10048666	01/28/2014	Printed		21153	SOVERNET COMMUNICATIONS	PH&INTRNT-VARIOUS	181.12
10048667	01/28/2014	Printed		2124	STAPLES ADVANTAGE	SUPPLIES-VARIOUS	155.41
10048668	01/28/2014	Printed		0545	THE TECH GROUP	BULK HRS&MGD SVCS-ADMIN	1,764.00
10048669	01/28/2014	Printed		9499	TENCO NEW ENGLAND, INC.	BELOS TG SWITCH-STREET	87.96
10048670	01/28/2014	Printed		10481	TRUMBULL-NELSON CONST. CO.	WWTF REFURB-WWTF	130,501.94
10048671	01/28/2014	Printed		2330	UNIFIRST CORPORATION	WEATHER RUGS-LH	77.90
10048672	01/28/2014	Printed		9727	UNUM LIFE INSURANCE CO OF AMER	INS PREM-ALL DEPTS	819.45
10048673	01/28/2014	Printed		2338	USA BLUE BOOK	CHEMICAL TRANSFER PUMP-WWTF	689.46
10048674	01/28/2014	Printed		10070	VANASSE HANGEN BRUSTLIN INC	ENG DESIGN MULTI USE-CAP R	3,193.14
10048675	01/28/2014	Printed		23415	VERIZON WIRELESS	PHONES-STREET	114.43
10048676	01/28/2014	Printed		2368	VERMONT HISTORICAL SOCIETY	CIRCULATION MATERIALS-LIBRARY	1,279.13
10048677	01/28/2014	Printed		2258	VTGFOA	WINTER WRKSHR REGIS-ADMIN	90.00
10048678	01/28/2014	Printed		0811	F.W. WEBB COMPANY	PARTS-WWTF	213.39
10048679	01/28/2014	Printed		2485	WESCO DISTRIBUTION, INC.	BATTERIES-FIRE	35.04
10048680	01/28/2014	Printed		24851	DON WESTON EXCAVATING, INC	SNOW REMOVAL-STREET	4,335.00
10048681	01/28/2014	Printed		9356	WILLIAMSON ELECTRICAL, INC	LIGHT REPAIR-LIBRARY	237.34
10048682	01/28/2014	Printed		10319	WILLISTON WORKWEAR	P BOUTIN STEEL TOE BOOTS-WWTF	214.91
<b>Total Checks: 77</b>							<b>Checks Total (excluding void checks): 477,312.87</b>
<b>Total Payments: 77</b>							<b>Bank Total (excluding void checks): 477,312.87</b>
<b>Total Payments: 77</b>							<b>Grand Total (excluding void checks): 477,312.87</b>

## FY14 PURCHASES

tran date	MC company	acct	dept	descrip	\$\$\$	
12/10/2013	MAC'S	100 100 000 749 000	TRUSTEES	MEETING SUPPLIES	\$ 22.82	A
12/6/2013	GAN*BURLINGTON FREE PRESS	100 100 000 723 000	ADMIN	NEWSPAPER	\$ 22.00	B
12/12/2013	MARTONES	100 100 000 749 000	TRUSTEES	MEETING SUPPLIES	\$ 63.63	C
12/31/2013	FIREBIRD CAFÉ	100 900 000 724 000	PLAN	LUNCHEON MEETING	\$ 34.16	D
12/19/2013	COFFEEKING	100 300 000 723 000	FIRE	STATION COFFEE	\$ 144.95	E
12/19/2013	VERMONT GOV	100 800 000 735 000	LIBRARY	BACKGROUND CHECK	\$ 30.00	F
12/19/2013	VERMONT GOV	100 800 000 735 000	LIBRARY	BACKGROUND CHECK	\$ 30.00	G
12/19/2013	VERMONT GOV	100 800 000 735 000	LIBRARY	BACKGROUND CHECK	\$ 30.00	H
12/19/2013	VERMONT GOV	100 800 000 735 000	LIBRARY	BACKGROUND CHECK	\$ 30.00	I
12/9/2013	MIMMOS PIZZERIA	100 100 000 724 000	ADMIN	EMPLOYEE LUNCHEON	\$ 118.98	J
1/2/2014	YOUR MOVE CHES & GAME	100 900 000 759 011	LIB-FRIENDS	PROGRAM SUPPLIES	\$ 86.65	K
12/9/2013	RITE AID	100 100 000 723 000	ADMIN	SCALE BATTERY	\$ 3.43	L
1/4/2014	SETON ID SUPPLY	600 600 000 728 020	WWTF	SUPPLIES	\$ 57.77	M
1/4/2014	SETON ID SUPPLY	606 600 000 728 020	WWTF	SUPPLIES	\$ 269.86	N
	PROJECT TRACKER					
		SUBJOB				
				ck # 10048620	TOTAL	\$ 944.25
