TRUSTEES MEETING NOTICE & AGENDA TUESDAY, OCTOBER 14, 2014 at 6:00 PM LINCOLN HALL MEETING ROOM, 2 LINCOLN STREET

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE TO FLAG

2. EXECUTIVE SESSION/PERSONNEL

- a. Interview for Bike/Walk Advisory Committee Raj Chawla
- b. Interview for Tree Advisory Committee Linwood Martel

3. AGENDA ADDITIONS/CHANGES

4. APPROVE AGENDA

5. **GUESTS, PRESENTATIONS AND PUBLIC HEARINGS**

- a. Comments from Public on Items Not on Agenda
- b. Bryan Davis of CCRPC about Town and Village Bicycle and Pedestrian Plan
- c. Update from Charlie Baker, Executive Director of Chittenden County Regional Planning Commission (7:15 PM)

6. OLD BUSINESS

- a. Draft Massage Therapy Establishment Regulations Elaine Sopchak
- b. Draft Letter to the Essex Resort & Spa Elaine Sopchak
- c. Agreement for Pearl Street Link Project Engineering Services Robin Pierce
- d. Amendments to the General Rules and Personnel Regulations Susan McNamara-Hill
- e. Lincoln Hall Building Envelope Evaluation Lauren Morrisseau

7. NEW BUSINESS

- a. Memo about Shared Village and Town Public Works Service Delivery Pat Scheidel
- b. Set FYE 16 Budget Goals

8. MANAGER'S REPORT

- a. Various meetings
- b. Trustees meeting schedule

9. TRUSTEES' COMMENTS & CONCERNS/READING FILE

- a. Board Member Comments
- b. Minutes from Other Boards, Commissions and Committees:
 - Capital Program Committee 9/2/14
 - Planning Commission 9/18/14
 - Bike/Walk Advisory Committee 9/22/14
 - Tree Advisory Committee 10/6/14
- c. Email from Prudential Committee about Summer Meeting Highlights
- d. VLCT Fall Selectboard Institute 11/8/14
- e. Email from Woods End Drive Resident about Reconstruction Project
- f. Email from School Street Resident about Reconstruction Project
- g. Chittenden Solid Waste District Annual Report for FYE 14
- h. News Release from Champlain Water District about Award for Best Tasting Water

Page 1 of 2



Village of Essex Junction

[6:00 PM]

10. CONSENT AGENDA

- a. Approve Minutes of Previous Meeting 9/23/14
- b. Approve Warrants Check #10050092 to Check #10050208 totaling \$955,844.50.
- c. Approve Closing of Hawthorn Circle for Neighborhood Block Party
- d. Approve Banner Application for 2015 Vermont Quilt Festival
- e. Approve EJRP Request to Waive Ban on Open Burning 10/25/14 and 12/12/14

11. ADJOURN

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. October 15, 2014

Agenda Addition. Old Business

<u>DRAFT</u>

Karen Smegal, Spa Director Jim Glanville, General Manager The Essex 70 Essex Way Essex, VT 05452

Dear Ms. Smegal and Mr. Glanville,

Thank you very much for your recent letter to Pat Scheidel regarding the proposed changes to the Village of Essex Junction's land development code and the Town of Essex's zoning ordinances. I am sorry I was unable to attend the meeting you had with Pat to address your concerns—I was unavailable due to a family health emergency. Pat shared your letter with me because I wrote the proposed changes and have been working on them with him, the Essex Police and both the Village and Town attorneys for the past several months.

I certainly understand your concerns about how this proposed section of the land development code could affect your business, and I appreciate the specific issues you stated in your letter.

Our goal is not only to prevent illegitimate massage businesses from opening in the Village and the Town, but also to prevent human trafficking. As I am sure you know, there have been three massage parlors driven out of Essex within the last several years, all of which were alleged to be part of human trafficking networks. It is certainly embarrassing to be called out by the local media about how easy it is to open up a massage parlor in Essex; it is another thing entirely to know that human trafficking occurs here and do nothing about it.

The basis of the language you saw is from a model ordinance developed by the Polaris Project, a national organization dedicated to preventing human trafficking. There are dozens of cities across the country with massage parlor ordinances in effect, and the language under consideration for Essex is based on some of them. Our version has been reviewed and edited by Essex Police Chief Brad LaRose, Village Attorney Dave Barra, Town Attorney Bill Ellis, and has been sent to Chittenden County State's Attorney T.J. Donovan's office for review. We have made adjustments to the language multiple times to address concerns from a legal, ethical, logistical, and business standpoint. We wanted to share it with you to understand more about how it might impact your business.

We chose to address the problem through the land development code in order to give municipal staff and subsequently the police more tools with which to assess the legitimacy of businesses claiming to offer massage services. By having permit requirements, we will be able to alert law enforcement sooner of the possibility of illegal activity. We realize that there has long been talk of statewide licensure of massage therapists in Vermont, but the Secretary of State's office has made it very clear that there are no plans to do so for the foreseeable future.

We chose this path also because the Chittenden County State's Attorney has made it clear that his office will not prosecute cases of suspected human trafficking because to do so requires

revictimizing women, possible retribution, potential charges of prostitution, and potential consequences related to immigration. He has instructed municipalities to come up with legal tools to combat human trafficking that do not involve charges for prostitution. The proposed changes to our land development code are our response.

Another goal is to make local landlords aware that they are culpable if a tenant of theirs operates an illegitimate massage business. By making landlords more aware, and by establishing a robust permit process, we hope to prevent illegitimate massage establishments from opening up in the first place. If we are successful, then excellent businesses like yours will not be negatively impacted by the presence of disreputable establishments.

To our knowledge, other towns in the area are not considering this kind of code change, and in fact we believe we are the first municipality in the state to do so. It is our goal to share this language with cities and towns in Vermont to allow them to adopt or adapt it as well, so that they too may have additional tools to prevent the opening of illegitimate massage businesses. Your sharing your concerns with us before the new language is approved will help us ensure that all Vermont towns have a model ordinance that will minimize the impact on local businesses.

You are correct that this new language affects all legitimate massage therapy establishments within our borders. The Essex especially is hardly the kind of business that would ever come into question under these proposed rules. We are aware of the high caliber of the staff you employ and services you offer. In consideration of the fact that yours is a legitimate, existing massage establishment, we have decided to apply the new code only to businesses that open after the ordinance is passed.

We realize that in spite of our best intentions, someone may find a way to operate a massage parlor anyway. And until the state decides to license massage therapists individually, we must come up with local solutions. Either way, with more tools available, we will hopefully be able to spot it sooner and investigate it more thoroughly.

Thank you very much for sharing your concerns about this new code. We want to create language that will address the problem with as little impact on local businesses as possible. If you have any other concerns or questions, please do not hesitate to contact me or Pat Scheidel.

Sincerely,

Elaine Sopchak Village Trustee (802) 324-2546 esopchak@essexjunction.org

Agenda Addition Old Business

RECEIVED

Village of Essex Junction



H I S T O R I C A L R E S T O R A T I O N

47 Gauthier Drive #10 802.487.7007/ fax 802.878.9550 www.lisztrestoration.com

October 13, 2014

Liszt Historical Restoration, Inc. Essex Village Offices Restoration Proposal

Following a thorough visual examination and documentation of the exterior structure and interior basement area of the historical Essex Village Offices, Liszt Historical Restoration, Inc. offers a restoration proposal in the form of three phases in order to provide appropriate maintenance, remediation, and repair, according to the document submitted to the Village by the company in September 2014. This proposal covers all work, labor, equipment, and materials pertaining to exterior masonry, woodwork, and painting, and includes select repair work in portions of the basement interior. The restoration plan follows a logical flow that develops a deeper understanding of the needs of the building, while allowing for a step-wise approach moving towards a total restoration. It begins with smaller, more easily accessible, and slightly less prominent elevations. The more complex restoration work takes place in the second phase. The third phase primarily features work on the Senior/Youth Center. (The Village should also consider the vinyl siding work in their long-term plans, as this is not included in the work proposed by Liszt Restoration.)

A track record of successful restoration masonry projects and the developed understanding of the necessary materials are the keys to a successful plan in cases such as the historical village offices, along with an experienced staff of professionals. As mentioned in detail in the Building Envelope Analysis, the use of proper materials, and an approach which honors both the original building aesthetic and the necessity of blending new restoration work with the original, is of paramount importance. Briefly, the materials, namely the bricks and mortar, used in the original construction should be matched as closely as possible. Few companies and individuals have a deep understanding and even less experience with using these materials. The knowledge needed at the time of construction was much higher than required in today's building methods, and the results show: buildings millennia old still stand throughout Vermont and the world, while modern construction, dating from the 1930's, degrade at a much quicker rate and feature, in general, a lesser degree of craftsmanship. Liszt Restoration proposes to use, for example, custom vintage lime mortars that we have made, developed, and tested on myriad projects over the past 25 years. These mortars allow for a proper match in thermodynamic properties, elasticity, and breathing, extending building life, while (conventional) modern portland cement mortars most often provide a building-damaging band-aid in most cases with historical structures. We have incorporated an ancient technique of crafting mortars that allow for a hydraulic set, giving the softer mortars more resilience in high freeze/thaw and more consistently wet regions of the building. Liszt Restoration, while focusing on masonry, has also had many successful historical woodwork and painting projects over the years and these aspects of the Offices have been included in the proposal. Below we have listed a few examples of our projects over the years.

Partial List of Successful Restoration Projects by Liszt Restoration:

State of Vermont -

Statehouse: Lime mortar repointing Granite stone patching repairs Brick repair Ceres Statue wood restoration Golden Dome repainting Department of Agriculture Lime mortar repointing

Retaining wall historical rebuild

Middlebury College -

Axinn Complex at Starr Library

Complete Marble Restoration

Exterior & Interior structural rebuilding and remediation Vintage lime cements

Old Chapel

Vintage lime mortar repair and restoration Monroe Hall

Historical stone chimney repair and rebuild LaForce Hall

Emergency repair of granite veneer

Building analysis assistance

BiCentennial Hall

Emergency repair of granite veneer

Building analysis assistance

Atwater Commons

Building forensics and remediation

The University of Vermont -

Alumni House

Masonry analysis Complete masonry restoration Vintage lime mortar, featuring a raised ½ bead profile Brick, brownstone, and dolomite rebuilding and repairs

Redstone Hall

Vintage lime mortar repointing with colored joint engraving Rebuilding of three large, historical redstone chimneys

Rebuilding and repair of three exterior redstone walls/porches UVM President's Mansion

Masonry restoration and repair of four historical chimneys and facade Mary-Fletcher Hospital -

Complete masonry restoration as part of an award-winning project

Champlain College -

Perry Hall

Platinum LEED Certified Complete masonry restoration Brick, brownstone, dolomine, and champlain marble Vintage lime mortar repointing and structural rebuilds/remediation

Other Burlington, Vermont Area Projects-

1 Church Street

Masonry analysis

Extensive masonry restoration and repointing using vintage lime

mortar

East and West Elevation Gables rebuilt with resetting of coping stones Woodwork and glazing restoration of all the windows and doors

College Street Congregational Church

Building envelope analyses assistance

Masonry restoration using vintage lime mortars and Champlain Marble Bobbin Mill

Masonry restoration

Wharf Lane Apartments

Masonry restoration

Burlington Armory

Emergency repairs and building restoration: brick and Champlain

Marble

Hall Block

Award-winning building restoration project using vintage lime mortar

Union Bank -

St. Johnsbury & Morrisville Branches Complete restoration Brick, exterior woodwork, and windows Terra cotta

Plattsburgh, NY at the Former Air-Force Base -Masonry restoration of the Officers' Quarters Three elevator shafts

Brandon Town Hall -

Complete rebuild of front steps using new marble

Woodstock, VT -

First United Bank (formerly) Chittenden Bank

PHASE I:

Phase I consists of restoring the North and West Elevations, along with a few specific, contained structural integrity projects in the basement of the building. This includes all exposed exterior masonry, woodwork, and painting as detailed in the Building Envelope Analysis. The basement work includes rebuilding two infills and spot repointing using lime mortars, and rebuilding three interior load-bearing walls using modern cmu block and techniques for appropriate remediation and cost-effectiveness. (*This was added after the Report was concluded and it is necessary to remark that the damage was mainly caused by damp-wicking, a factor prominent in all buildings in areas with a high-water table, but magnified in historical buildings with concrete basement slabs poured in modern times.*)

Phase I Restoration Cost ---\$141,750.00

PHASE II:

Phase II features the restoration of the South and East Elevations. It includes rebuilds of the two chimneys on the East Elevation gable. This phase includes all exposed exterior masonry, woodwork, and painting as detailed in the Building Envelope Analysis.

Phase II Restoration Cost ---\$133,500.00

PHASE III:

Phase III consists of restoring the Youth/Senior Center. This includes the historical woodwork at the columns, gable, soffit/fascia, doors, and cornices, as well as the painting thereof, and masonry repointing at the foundation. Neither the vinyl siding, nor adjacent window trim and sills (as they are partially encased in the vinyl), are included in this proposal.

Phase III Restoration Cost ---\$45,500.00

Total Restoration Cost for All Three Phases (I, II, & III) -----\$320,750.00

Liszt Historical Restoration, Inc. Paul List, Owner

ESSEX TOWN AND VILLAGE BICYCLE AND PEDESTRIAN PLAN

- Town of Essex
- Village of Essex Junction
- CCRCP
- DuBois & King



Bicycle Pedestrian Plan Update

- Regional and Local Plans Prepared in 1994
- Included list of projects and priorities
- Many have been completed, some have stalled due to funding or environmental issues
- This effort is an update to chart the next 10 to 20 years of investment.



David Lawlor of Burlington skis up College Street to class at the University of Vermont in Burlington on Wednesday. "I have got to enjoy this snow while it insts," Lawlor said.

ESSEX TOWN ALTERNATIVE TRANSPORTATION MASTER PLAN

This project has been a rare opportunity to work with eight neighboring communities, all with diverse outlooks, on a single planning effort. A project of this size and scope can only be undertaken and completed with a great deal of help from many community members. The consultants appreciate the opportunity to work with town officials and community volunteers, who made these plans possible. We would like to acknowledge the following people who assisted in many ways on this project:

Chittenden County Regional Planning Commission:

Art Hogan, Mike Oman, Peter Keating, Jay Appleton

Burlington:

Betsy Rosenbluth, Bob Whalen, Tom Williams, Scott Johnstone, Mark Eldridge, Jeffrey Gaull

Colchester: Bryan Osborne, Betsy Orselet, Tom Berry

Essex Junction: Frank McDaniel, Priscilla Kimberly

Essex Town:

Dennis Lutz, Priscilla Kimberly, Ken Smullen, Chuck Vile, Bob Donahue, Mike Ludwig, Sandy Angolano, David Boucher, Sally Duval, Harry Smith, Steve Jurnak

Shelburne:

Kate Bortz, David Jonah, Susan Nelson, Dorothea Fraver Penar, Gail Henderson-King, Jane Perry, Eugene Shlatz, Becky Wang, Nancy Bush

South Burlington:

Bruce O'Neill, Joe Weith, Sonny Audet, Donald Miner, Lenore Budd, Sue Pritchard, Robert Rodd, Lou Bresee, Bob Bennett, Gary Margolis, Rav Belair

About this plan.

- Lean in budget and approach
- Builds on past work
- Informed by current research
- Multi-jurisdictional (Town and Village)
- Collaboration with Local Motion and Village Walk Bike Committee
- Responsive to current fiscal conditions
- Acknowledges realities of project costs and complexity

Steering Committee

- Dennis Lutz
- Greg Duggan
- Ally Vile
- Robin Pierce
- Dana Hanley
- Aaron Martin
- Rick Jones
- Sharon Kelley
- Rick Hamlin
- Darby Mayville

- Bryan Davis, CCRPC
- Katelin Brewer-Colie, Local Motion
- Lucy Gibson, DuBois & King

Process

Review Goals

- Town and Village Plans
- Local Motion Workshop
- Review current network
 - identify gaps
 - identify emerging needs
- Identify alternative strategies for addressing the needs
- Develop Implementation Program
 - identify implementation options
 - Identify funding sources

If You Build Bike Lanes, They Will Ride

by Tim Fernholz

f 🎐 🛅 🎖+ 🗘 🗂 April 18, 2012

Study Finds Benefit in Proximity to Bike Lanes: 45 Minutes of Exercise a Week

Monday, July 21, 2014 - 12:00pm PDT by JAMES BRASUELL

Infrastructure, United Kingdom



Researchers in the United Kingdom have found that people who live near bike lanes are more likely to exercise—45 minutes more exercise per week, in fact.





National Association of City Transportation Officials

Home About NACTO Designing Cities Cities for Cycling Videos News and Events Contact

NACTO Urban Bikeway Design Guide

The purpose of the NACTO Urban Bikeway Design Guide (part of the Cities for Cycling initiative) is to provide cities with state-of-the-practice solutions that can help create complete streets that are safe and enjoyable for bicyclists.



NACTO Urban Bikeway **Design Guide** Bike Lanes Cycle Tracks Intersections Signing & Marking Bicycle Boulevards Master Reference Matrix City Projects Second Edition Change List Design Guide Project Teams

Outreach

- Front Porch Forum
- See-Click-Fix
- Essex Junction Walk Bike Committee
- Public Meetings
 - April 2014
 - July 2014
 - Tonight



Existing and Funded Network



THE PLAN

Pedestrians

- Fill in the sidewalk gaps
- Provide protected or enhanced crossings
- Connect paths and trails







Crosswalk Enhancements





Future Pedestrian Network



Bicycle Network for Everyone



Direct Routes for the Fearless and Confident

Bicycle Lane on Major Routes



The Neighborhood Network for the Interested but Concerned

- Shared Streets: Low Volumes and Slow speeds
- Bicycle Lanes: moderate speed streets
- Protected Lanes or Paths: high speed or heavy traffic routes

Protected/Buffered Bicycle Lanes



Bicycle Boulevards



Sharing the Road



Traffic Calming









Future Bicycle Network



Bike Parking





Oakland, CA



Portland, OR



Cross-

town

Berkeley, CA



Five Corners: Post Crescent Connector

- Reconsider lane allocation after traffic study and monitoring
- Bicycle Routes:
 - through (if traffic lanes can be reduced) and
 - around (on Crescent connector)
- Opportunity for Woonerf on Main Street







Project Database

						Definitio	n										Poss	ble Solu	tions													
_			Need	d		Туре				Info		2	idewa	ks	Cro	ossing T	уре	1	athway	s Or	n Road E	Bikes	Sh	nared S	pace			Imple	ement	ition		
p Number #			ycle festrian	destrian rallel to Street	ossing Street	-Road Connection	49		ume	DT Year	otmum Speed limit ation	Fown V-Village B=Both) buffler	rbed buffer	curbed buffer	sdian Refuge sed/Textured Xing	asing Changes	8	.wr. destrian	ared Use-Unpaved	ared Use-Paved	ycie Lane ffered Bicycle Lane	de Track	ycle Boulevard visory Bike Lanes	arrow	effic Calming	bonerf boing Study	st (5-5555)	ority (H-M-L)	(Ticket ver Cost	ect Bike Network ighborhood Network	ig Term Concepts	
ž	Route	Location	Bic	Par	š	10 E	5		2	¥.	5 5	E	G.	5	Rai	Phi	RR	A Ped	Shi	Shi Shi	B ut B	Š	Adi Bic	S H	£	N S	Š	Pri	E B	Nei	Lo Lo	Notes
1	Route 15/Upper Main St	North of 289, west side	•	• •			1,15	2 1	5,300	2010	40	T O	•	•														н	•		C	Scoping Complete - Circ Alternatives - Federal Funding - Local Match Needed
2	Route 15/Main St	South of 289, east side	•	• •			3,63	16	2,100	2010	40	B (•	•													SSSS	i H	•			Difficult route due to ledge, wetlands, ROW
	Route 2A	North of Pinecrest	•	• •			1,00	9 (6,500	2010	30	T O	•	٠																	•	Grant from CCRPC and Vtrans, 2014 or 2015 Construction
4	Pinecrest	West of Route 2A	•	• •			1,54	15	3,100	2010	30	T O	٠	٠									•	•	•		\$\$	н	•			Designed, seeking funding, high cost project due to drainage and ROW
-	Park Terrace	Block west of Main St	•	• •			44	13 1	N/A	N/A	25	v •	٠										•	•	•	•	\$		•			Consider closing east end of street to vehicles
	Susie Wilson/Route 15	Intersection	•	•	•		N/A	2	2,490	2006	45	B			•	•										•					•	Scoping Complete - Circ Alternatives
1	Pearl St	Fort Ethan Allen to Susie Wilson	•	•			10,04	4 2	1,100	2006	45	т			-		-			•			_	_		•			-	•	•	Scoping Complete - Circ Alternatives
1	Pinecrest	At Jackson Heights	•	•	•		N/A		2,700	2009	30	T			• •		•	-		_			-	_			\$	1.1	•			Sidewalk on north side ends; poor sight distance for crossing. Could be locally funded enhanced crosswalk.
	Old Stage Rd	Indian Brook to Tower Rd	•				4,80	10	2,800	2009	30			•			_							-			- 30 - 6	-		•		Low density area, shoulder for bicycles and pedestrians may be adequate
10	Tower Rd	North of Essex Center					90	19 1	2,300	2003	26		•	•					•	•					•	-		-				Important gap in sidewalk, network; may be appropriate for local funding
	Sand Hill Ko/Jericho Ko	Intersection South of Incides Band					N/A		4 300	2005	35	T						-		-			_	-			· · ·	н				scoping complete - Urc Attemptoes
1	Jarisha Rel	Jumban and to Allan Martin			-		1.15	9 1	1 500	2012	10	T	•	•	• •		•	-	•	• •				-				H	-	•		Improved processing inscrete Can be side with advanced inscrete and the standard to a set and the middle can be utilized.
1/	Jericho Rd	Allen Martin to Whitcomh Mendowr					2.65	6 1	1 500	2012	40	T		•													222	1	•	•		dep in solewas, receiver, priority no subpling, benerophines in an as colory provide some running. Daw dening was, should be for should and national managements.
1	Sandhill Rd	South of Allen Martin					4,76	2 4	4.900	2011	35	T O	•	•					-	-							\$555	M	•	-		om entrag and, anderer ne angeler and postering and there exists a designment approach could increase entraft.
16	River Rd west	West of 289	•	•			7,28	1 (6,500	2010	40	т									• •						\$\$\$\$	M	•	•		Needs scoping, medium to low priority due to lower density and use; development approvals would increase priority
1	River Rd east	East of 289	•	•			4,57	10	7,700	2005	40	т									• •					-	\$\$\$\$	L	•	•		Low density area, shoulder for bicycles and pedestrians may be adequate; development approvals would increase priority
18	River Rd	At Valley View	•	•	•		N/A	(6,500	2010	25	т			• •		•	•									\$	M	٠			Pedestrian Crossing
19	Essex Way	At Sydney	•	•	٠		N/A	1	N/A	N/A	30	т			• •		•										\$		٠			Enhanced crossing needed, could be locally funded project
20	Tanglewood	Entire length	• •	• •			3,57	10	4,300	2005	25	T I	٠	٠							•		• •		•	•	SS		٠	٠		Restripe with advisory bicycle/pedestrian lanes
21	Essex Schools to Lang Farm	TBD	• •	•		٠	3,28	1 0	N/A	N/A I	4/A	т						•	٠	•							SS		٠	•		Should be scoped; could use 289 ROW for gravel path
23	Laurel Drive to Timerlane/Windridge	TBD	• •	•		٠	2,18	14	N/A	N/A I	4/A	т						•	٠	•								L			٠	High cost and low priority
23	Essex Schools to Laurel Drive	TBD	• •	•		٠	2,98	1 1	N/A	N/A I	i/A	т						•	٠	•							\$\$		•	•		Could develop improved gravel path across Jenkins Land. Scoping not needed - Town can study and develop route.
24	Pinecrest to Warner/Edgewood	TBD	• •	•		٠	86	i9 I	N/A	N/A I	i/A	В						•	•	•							S		•	•		Off Road Connection
25	289 ROW	Route 2A to Route 15	• •	•		•	2,55	i0 1	N/A	N/A I	4/A	т					_		•	• •	• •		_					L			•	Would require reclassification of 289 as non-limited access and reduction of posted speed.
26	Sydney to Windridge	TBD	• •	•		•	2,22	25 1	N/A	N/A I	4/A	т							•				_							•	•	Partially constructed from Windridge; Town has developer funds for construction.
27	Five Corners	Intersection	•	•	•		N/A	1	2,350	2012	25	v	-		•	•								-			S	+	•	-		Consider alteratives for pediestrian signal timing and phasing
28	Baker St	East of Greenfield	•••	•			1,08	14 1	N/A	N/A	25	т •	•	•				_		-			• •	•	•		S	+	•	•		22 feet section - test advisory bicycle lanes
29	Greenfield Rd.	North of River Rd	•••	••••			1,18	9	1,400	2011	25	т •	•	•			_	-		-			• •	•	•	-	5		•	•		30 feet paved section - can be restriped
30	Pearl St Dead Co	Susie Wilson to W St Ext					2,32	3 1	4,800	2012	45	V	-				_	-										н	•			Important Gap - consider bicycle boulevard on Pinecrest as alternative
	Pearl St	Shopping Plaza to rive Corners	•				6,14	9 1	2,900	2012	25	v T					_						_			-						Scoppie Complete - orc Attentiones
3	Piner Road	299 to Sand Hill					1.44		8 300	2012	15	T .		•			-	-				•	-					m	-	•		skype initia for ingrupped found contained with all and the second state of the second
3/	Park Street/24	Pearl St or South St to Hubbells Falls Dam	•	•			1 99	10 1	5 400	2012	25	v	-	-								•					5			•		andor or induced approximation round program or here 4 or another a round project.
35	Foster to Tanglewood	TBD	•	-		•	1.40	4 1	N/A	N/A	VA	T						•	•	•		-		-			s		•	•		Off Road Connection
36	Main St	Fairview Dr to 289	•	٠			4.01	5 1	2.100	2012	40	в									• •	•					55			•		Should be widened as part of VTrans resurfacine program to have 4-3 ft shoulders. Not a local project.
37	Upper Main St	289 to Old Stage Rd	•	٠			1,62	3 1	6,400	2012	40	т								•	• •	•					\$	M		•		Need to determine if this is part of a high speed bike route or if Circ ROW and Susie Wilson is better route. Need will increase with development.
38	Center Road	Old Stage Rd to Towers Rd	•	٠			6,25	i1 1	4,300	2012	35	т								•	• •	٠					\$\$			•		Should be widened as part of VTrans resurfacing program to have 4-5 ft shoulders. Not a local project.
39	Browns River Road	Towers Rd to Weed Rd	٠	٠			6,61	14	3,900	2012	50	т								•	• •	٠		٠			SS			•		Should be widened as part of VTrans resurfacing program to have 4-3 ft shoulders. Not a local project.
- 40	Lincoln St/Route 2A (Colchester Rd)	Pearl St to Pinecrest	٠	٠			6,13	8	7,200	2012	40	в								•	• •	٠				•	- \$\$	н		•		Should have scoping conducted; could be shared use paths or bike lanes + sidewalks. Connectivity for Town and Village important.
41	Colchester Rd	Pinecrest to 289 (South)	٠	٠			3,25	i1 (6,500	2012	40	T O	٠	٠						•	• •	•					SS	M	•	•		Important connectivity between Town and Village; Scoping needed, south side preferred; crossing at #3; Higher priority if development advances
42	Susie Wilson/Pinecrest/Parizio	Pinecrest between SW and Parizo	•				2,47	15	3,700	2010	40	Т											• •	•	•		S	H	•	•		Bicycle Boulevard with Traffic Calming
4	Parizo Street to Park	Pearl St Park	• •	•		•	1,25	9 1	N/A	N/A I	4/A	В						-	•	•			_	-	\vdash	-	S	H	•	•	\vdash	Improve trail from end of Parizo Street through Pearl St Park to for bicycles
44	Susie Wilson Bypass	Kellogg Road to Colchester St	• •	• •			4,05	5 1	5,000	2010	40	т						-		• •	• •	•		-		-	\$\$	M	•	•		Connectivity between Susie Wilson corridor and Route 2A/Colchester Road
4	Forest Road to Briar Lane	TBD				•	57	/ !	N/A	N/A I	WA	8	-							-		\vdash					S	+	•	•		Neighorhood Bike/Ped Connection
4	Cisure Fire Conners Bourt	Deal State Linesia Street		-			3,66		5,700 N/A	N/A	0	v		+				+		-						-	55	+				Negnornood sixe/red.uo/hection
4	Circum Five Corners Route A	Pearl 3: to LinColn Street		• •		6	2 500		V/A	N/A		v							-	•					-			++				ercyce sourcero minogin rangounes Path between Sobioson and Town plaving fields, railroad crossing
49	River Road	Sand Hill Road to Richmond Town Line	•	•		-	1,822	2 7	500	2002	45	т									• •			1			~		1	•	•	Commuter Bicycle Route on Route 117: VTrans will likely add shoulders with upcoming resurfacing
50	Circum Five Corners Route D	Park to West St	•	0		0	8,800	0 1	N/A	N/A I	VA	v							•	•			• •	•	•		SS		•	•		Bicycle Boulevard
51	Circum Five Corners Route E	West St to Pearl	• •	• •		0	2,300	0 1	N/A	N/A I	4/A	v							•	•			• •	•	•		\$\$	L	٠	•		Railroad track Crossing
52	Crescent Connector	Park to Main	• •	• •			1,250	0 1	N/A	N/A I	I/A	v							٠	•										•	•	Circ Alternatives
5	NECR ROW	North Street to Central Street	•			•	2,000	0 1	N/A	N/A I	i/A	V						•	•	•						T				•	•	Rail with Trail
- 54	Lincoln St	North St to Fairground Entrance	•	• •			2,770	0 (6,500	2010	30	v •	•	٠				•									\$\$\$		•			Bicycle Connection on Lincoln or Railroad
55	289 ROW	Route 15 to Route 117	•	•			3,800	0 5	,400	2002	55	T	-					-	•	• •	• •		-	-		-	1		-		•	Would require reclassification of 289 as non-limited access and reduction of posted speed.
50	Center Road	At Essex Way	-		•		N/A	12	:,400	2002	=0	r v			•			-	+	-			-	-	\vdash	-	5	H				Pedestnan Crossing
5	Main Street	At Densmore Drive		• •	-		11/A 2.600	13	000,500	N/A 1	50 μΔ	¥ B			• •		•						•			+	2 C	M		-		Crosswall
50	Railroad ROW	Center Rd and Essex Way to Jeffersonville		•		-	18,500		V/A	N/A		T						-					•					++	-	•	•	unierse was neuron ougen eingrounnes. Sharad Line Bath or recreational trait on Abandonard rait right-of-was
60	Main Street	At Crestview		•	•		N/A	13	,500	2002	30	v			• •		•							1		+	\$	H	•		-	Crosswak
61	Hillcrest/Prospect	Pearl to Lincoln via Hillcrest and Prospect	•	•			1,800	0 1	N/A	N/A	25	v			-								•	٠		-	\$		•	•		Bicycle Boulevard
62	Offroad Trails	Pearl, Whitcomb Heights, Whitcomb Rd, Cascade St.	• •	•		•	8,000	0 1	N/A	N/A I	I/A	v						•	•								\$\$		•	•		Offroad traits
6	Pinecrest Connector	Pinecrest to Grove St.	• •	•		•	500	0 1	V/A	N/A	VA	в							•	•				1			\$		•	•		Shared Use Path - Crossing Railroad
64	CV Expo Connector	CVE entrance to Grove St.	• •	•		•	650	0 1	N/A	N/A	VA	v							•	•							\$	++	•	•		Shared Use Path - Crossing Railroad
65	St. James Place Connector	St James Place to Educational Drive	• •	•		•	400	0 1	N/A	N/A	i/A	v							•	•							5		٠	•		Shared Use Path
66	289 ROW to Colchester	289 ROW NW of Village - unused portion	• •	•		•	3,500	0 15	6,400	2002	55	Т							٠	•											٠	Shared Use Path on Circ Rright- of- way towards Colchester
67	Main Street Plaza	Five Corners to Crescent Connector	•	• •			500	0 11	,700	2002	25	v														•	\$\$		•			Close Main Street as Pestival Street or Permanently after completion of Crescent Connector
68	Beech Street to Briar Lane	Beech St. Neighborhood	•				7,02	1 0	N/A	N/A	25	v							+	-			• •	•	•		\$\$	+	•	•		Bicycle Boulevard
69	Forest Rd to River Rd via Pinewood	Forest Rd/Pinewood Dr. Neighborhood	•				9,17		N/A	N/A	25	- -	-				_		+					_		-	\$\$	+	•	•		Broycle Boulevard
70	Logwood Circle to Margaret Street	Logwood to Margaret via Saxonhollow and Butternut Ct.	•				9,15		VA	n/A	63												• •		•		1		•	•		sicycle soulevara
Big Ticket Projects

# Route	Location	Bi	icycle P	e Lengt edestria	h Volur	ne
2Route 15/Main St	South of 289, east side		\bullet	3,636	12,100	
4Pinecrest	West of Route 2A		\bullet	1,545	3,100	
9Old Stage Rd	Indian Brook to Tower Rd		\bullet	4,806	2,800	
15 Sandhill Rd	South of Allen Martin			4,762	4,900	
30Pearl St	Susie Wilson to W St Ext			2,323	14,800	
32 Maple St/River Rd	Rivendell Dr to 289			6,700	6,500	
36Route 15/Main St	Fairview Dr to 289			4,015	12,100	
39Browns River Road	Towers Rd to Weed Rd		\bullet	6,614	3,900	
40 Lincoln St/Route 2A /Colchester Rd	Pearl St to Pinecrest	•		6,138	7,200	
54Lincoln St	North St to Fairground Entrance			2,770	6,500	

Lower Cost Projects-Local Funding

- Crosswalks
- Maintenance
- Restriping
- Wayfinding signs
- Short path connections
- Local street traffic calming measures
- Bike Parking
- Wayfinding for bicyclists and pedestrians

Big Ideas for the Long Term

- Five Corners Reconfiguration (Main Street Woonerf)
- Circ Highway Redesignation and posted speed reduction (allow bicycles to use and cross corridor)
- Regional multi-use path following historic abandoned railroad corridor to Jeffersonville.

HOW DO WE PAY FOR IT?

Programming Cost Estimates

	Town	Village		Total	
Big Ticket	\$ 6,533,500	\$	2,647,500	\$	9,181,000
Lower Cost Projects	\$ 3,253,500	\$	1,485,500	\$	4,739,000
Total	\$ 9,787,000	\$	4,133,000	\$	13,920,000

Annual Costs for 20 Year Buildout

	Town		Village		Total		
Big Ticket	\$		6,533,500	\$	2,647,500	\$	9,181,000
Local Share (20%)	\$		1,306,700	\$	529,500	\$	1,836,200
Lower Cost Projects	\$		3,253,500	\$	1,485,500	\$	4,739,000
TOTAL Local Funding	\$		4,560,200	\$	2,015,000	\$	6,575,200
Assuming a 20 year build out:							
Annual Allocation		\$	228,010	\$	100,750		
Town Highway Budget (approx)			2,000,000	\$	800,000		
% of Town Highway Budget			11.4%		12.6%		

Funding and Implementation Options

- VTrans Resurfacing: state highways typically get 4 to 5 feet shoulders when they are resurfaced. Route 117 is on the schedule currently.
- Federal Grant Programs
 - VTrans Bicycle and Pedestrian
 - Transportation Alternatives
 - CCRPC Bicycle and Pedestrian Grants
- Local Funding
 - Local funding can be raised through a tax increment or bonding
 - Small projects can be done routinely by town forces or developers
 - Medium-sized projects can be funded with contributions from developers (possibly through impact fees)

Dare to Experiment







Open Streets Events



Next Steps

Public Meetings

- Town Planning Commission
- •Village Planning Commission
- Adoption
 - Town Selectboard
 - Village Trustees

THANK YOU!

Questions?

Massage Establishment

1. DEFINITIONS

The following words, terms, and phrases, when used in these regulations, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Employee means any person other than massage practitioners who renders any service in a massage establishment, but who has no physical contact with customers or clients.

Land Owner means an individual or business where any individual, partnership, firm, association, joint-stock company, corporation, or combination of individuals, being the owner of a building or buildings, has leased the same for a specified term to another individual or business, called the "tenant."

Law enforcement means an appropriate local law enforcement agency in charge of investigation and enforcement of criminal laws.

Manager means the person or persons designated by the owner of the massage establishment to act as the representative or agent of the owner in managing day-to-day operations with the same liabilities and responsibilities. Evidence of management includes, but is not limited to, evidence that the individual has power to direct or hire and dismiss massage practitioners and employees, control hours of operation, create policy or rules or purchase supplies. A manager may also be an owner.

Massage means the performance of manipulative exercises upon the human body of another by rubbing, kneading, stroking, adjusting, compressing, or tapping with the hand or hands or other parts of the body, or with any instrument, whether electric, magnetic, mechanical, or otherwise, or bathing device, with or without supplementary aids, using techniques that include but are not limited to Swedish massage, acupressure, reflexology or deep tissue therapy.

Massage establishment means any business where any individual, partnership, firm, association, joint-stock company, corporation, or combination of individuals engages in, conducts, carries on or permits to be conducted or carried on, for money or any other consideration, administration to another person of a massage. The term "massage establishment" is intended to include any enterprise which has or purports to have as a principal business activity the providing of massage services, regardless of its trade name.

Massage practitioner means any person, male or female, who administers to another person a massage, for any form of consideration or expectation of gratuity. The terms "massage therapist" and "massage technician" are included within this definition for purposes of this ordinance.

Owner means any person having any ownership interest in the massage establishment.

Person means any individual, partnership, firm, association, joint-stock company, corporation or combination of individuals of whatever form or character.

Regulatory agency means a local department or agency that is designated to administer and enforce this regulation and can include Village and Town staff and/or the Town Health Officer(s).

Tenant means an individual, partnership, firm, association, joint-stock company, corporation, or combination of individuals, occupying or entitled to occupy a rental premises who is a party to the lease or rental agreement for such premises.

2. PURPOSE

The purpose of this section is to establish regulations for the safe and legal operation of massage establishments, and to prevent commercial sexual exploitation, sex trafficking in persons, and prostitution within the Village/Town.

3. MASSAGE ESTABLISHMENT PERMIT REQUIREMENT

- a. Permit required No person shall own, operate, control or manage a massage establishment within the Village of Essex Junction/Town of Essex without first obtaining a massage establishment permit pursuant to these regulations. The permit required by these regulations shall be in addition to any other permit or license required by the Village of Essex Junction/Town of Essex or the State of Vermont.
- b. Fees The Board of Trustees/Select Board shall establish, and from time to time may amend, the fees for the administration of these regulations, which are itemized in Appendix B of the Land Development Code. Fees required by this section shall be in addition to any required under any other provision of these regulations.

4. APPLICATION FOR MASSAGE ESTABLISHMENT PERMIT

- a. Any person desiring a massage establishment permit shall file a written application with Village/Town staff. The applicant shall submit a tender of the permit fee required by these regulations, and shall, in addition, furnish the following:
 - i. The type of ownership of the business, whether individual, partnership, corporation or otherwise;
 - ii. The name and designation under which the business or practice is to be conducted;
 - iii. The business address and all telephone numbers where the business is to be conducted;
 - iv. The following personal information concerning the applicant, if an individual;
 and concerning each stockholder holding more than ten (10) percent of the
 stock of the corporation; each officer and director, if the applicant is a
 corporation; and concerning each partner, including limited partners, if the
 applicant is a partnership; and concerning the manager or other person
 principally in charge of the operation of the business; and concerning all
 massage practitioners and employees in the business:
 - The names, complete residence addresses and residence telephone numbers;

- (2) The two (2) previous addresses immediately prior to the present residence address;
- (3) Height, weight, color of hair and eyes, and gender;
- (4) Two (2) front face portrait photographs taken within thirty (30) days of the date of application and at least two (2) by two (2) inches in size;
- (5) The massage or similar business history and experience ten (10) years prior to the date of application, including but not limited to whether or not such person in previously operating in Vermont or another state under license or permit has had such license or permit denied, revoked or suspended and the reason therefor, and the business activities or occupations subsequent to such action of denial, suspension or revocation;
- (6) All criminal convictions, including pleas of *nolo contendere*, within the last ten (10) years, excluding minor traffic infractions, and the date and place of each such conviction and reason and sentence therefor;
- (7) A complete set of fingerprints for applicant and all massage practitioners and employees taken and to be retained on file by Village/Town staff, the cost for which must be borne by the applicant;
- (8) Two forms of legal photo identification to assure positive identification and accurate background checks (can include Vermont driver's license, passport, or Vermont Non-Driver Identification Card);
- (9) Proof that the applicant is authorized by the land owner, if different, to obtain a massage establishment permit;
- (10) A statement in writing, and dated, by the applicant that he or she certifies under penalty of perjury that all information contained in the application is true and correct.
- b. If, at the time of application, the applicant has not yet hired employees, the applicant must provide the above information about each newly hired employee within 10 days of the employee's hire.

 c. If, during the term of a permit, any of the information submitted on the original or renewal application changes, the permit holder shall notify Village/Town staff of such change within ten (10) business days thereafter, in writing.

5. NON-TRANSFERABILITY OF PERMIT

- a. No permit shall be transferable except with the written consent of Village/Town staff, provided, however, that upon the death or incapacity of the permitee the massage establishment may continue in business for a reasonable period of time to allow for an orderly transfer of the permit.
- b. A change of location of a massage establishment may be approved by Village/Town staff, provided that all regulations of the Village of Essex Junction/Town of Essex are followed and a proper fee is paid to the Village/Town as described in Appendix B.

6. ISSUANCE OF PERMIT

Village/Town staff shall issue a massage establishment permit in compliance with sections 502 A and C of the Village LDC / section 702 of the Town zoning regulations unless the staff or law enforcement find that:

- a. The correct permit fee has not been tendered to the Village of Essex Junction/Town of Essex, and in the case of check or bank draft, honored with payment upon presentation;
- b. The operation, as proposed by the applicant, if permitted, would not comply with all applicable laws, including but not limited to the local building, zoning and health regulations;
- c. The applicant if an individual; or any of the stockholders holding more than ten (10) percent of the stock of the corporation; or any of the officers and directors if the applicant is a corporation; or any of the partners including limited partners if the applicant is a partnership; or the manager or other person principally in charge of the operation of the business; or any of the employees of the business have been convicted of a felony or misdemeanor involving sexual misconduct with minors, human trafficking, keeping or residing in a house of prostitution, solicitation of a

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lewd or unlawful act, public indecency, prostitution or pandering, unless such conviction occurred at least five (5) years prior to the date of the application;

- d. The applicant has knowingly made any false, misleading or fraudulent statements of fact in the permit application or in any document required by the Village of Essex Junction/Town of Essex in conjunction therewith;
- e. The applicant has had a massage business, massage practitioner or other similar permit or license denied, revoked or suspended by the Village of Essex Junction/Town of Essex or any other state or local agency within five (5) years prior to the date of application.

7. PERMIT RENEWAL

- a. A permit to operate a massage establishment shall be valid, unless revoked or suspended, for one year from the date of issuance;
- b. Application for renewal shall be made at least sixty (60) days before expiration and shall be in the form and manner as required for the original permit;
- c. Before renewal or denial, Village/Town staff shall review findings as required for issuance of the original permit;
- d. If renewal of the permit is denied, Village/Town staff shall notify the holder of the permit in writing, informing of the facts and specific section or sections of these regulations upon which this determination was made.
- e. Public hearing for renewal
 - Before Village/Town staff acts upon a renewal application, if any violation of these regulations, or of state or federal law, was found for the massage establishment or an owner of the massage establishment during the current permit period, or any complaint against the massage establishment by anyone is reported to Village/Town staff during the current permit period, then Village/Town staff shall schedule a public hearing before the Planning Commission to consider the application.
 - ii. Village/Town staff shall notify the applicant in writing of the time and place of the hearing, not less than fourteen (14) days prior to the scheduled date.Village/ Town staff shall cause a notice of the hearing to be published on its

website and in one newspaper of record at least two times in two successive weeks, the last publication of which shall be not less than seven (7) nor more than thirty (30) days prior to the scheduled date of the hearing. The published notice shall specify the name of all applicants, the kind of permit for which application is made, the location of the place for the massage establishment proposed to be permitted, and the time and place fixed by Village/Town staff for the hearing. The applicant shall bear the expense of publication of the notice and shall deposit with the application, either in cash or by a certified, treasurer's or cashier's check or money order made payable to the Village of Essex Junction/Town of Essex, the sum of \$500 to cover publication and hearing costs.

- iii. At the public hearing, the Chair of the Planning Commission shall first hear the applicant and any other person in support of the application. The Chair shall then hear any person opposing the application. After the close of all evidence, the Chair shall make a written report to Village/Town staff of his or her findings of fact and recommend action with respect to the application.
- iv. Village/Town staff shall act upon the application within sixty (60) days after the public hearing. Village/Town staff shall give notice of its decision to the applicant in writing.

8. DISPLAY OF PERMIT

The permit for a massage establishment shall be displayed in a conspicuous place within the business premises. A recent photograph of the owner or owners of the massage establishment shall be attached to the permit.

9. REVOCATION OR SUSPENSION, APPEAL

a. Grounds for suspension and revocation – Violation of any provisions of these regulations through acts or omissions constitutes grounds for suspension or revocation of a permit issued under these regulations. Any interested person may appeal a decision of staff regarding a permit by filing an appeal in accordance with section 1702 of the Village LDC / section 7.4 of the Town zoning regulations.

b. *Notice of hearing*

- i. No permit issued under these regulations may be suspended or revoked until after due notice and hearing to determine if grounds for such suspension or revocation exist. Notice of such hearing shall be in writing and served at least fourteen (14) days prior to the date of hearing by registered mail or personal service or by posting on the interior of the massage establishment.
- ii. The notice shall state the grounds of the complaint against the massage establishment and shall designate the time and place where the hearing will be held. The massage establishment representative shall have the right to appear at such hearing and to produce evidence.
- c. *Waiver of hearing* The massage establishment or its owner may waive the hearing and avoid the suspension of the permit, if the grounds for the hearing do not include the violations of sections 3.a., or 11.e., or 11.f., and the massage establishment or its owner rectifies the violating condition(s) within three (3) calendar days of the notification of hearing to full compliance of these regulations.
- d. Discretionary action by Village/Town staff -- If, after holding the hearing,
 Village/Town staff determines that the massage establishment was being operated as charged in the complaint, then Village/Town staff may either:
 - i. Suspend the permit for a period not to exceed ninety (90) days if it is charged and proved that the massage establishment has violated any of the provisions of these regulations; or
 - ii. Revoke the permit if it is charged and proved that the massage establishment has violated sections 3.a., 11.e., or 11.f., or for any grounds that would warrant the denial of issuance of the permit in the first place.
- e. *Surrender of permit and security* -- When a permit is suspended or revoked, Village/ Town staff must take custody of the suspended or revoked license:
 - Upon receiving the notice of permit revocation or suspension, unless otherwise directed, the massage establishment must, within forty-eight (48) hours:
 - (a) Place the permit in the mail, postage prepaid, addressed to the Village/Town; or

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(b) Physically deliver the permit to the Village/Town.

- ii. If Village/Town staff does not receive the suspended or revoked permit within five (5) business days after notification, the massage establishment violates this section. In addition to any other penalties that may be imposed, the Village/Town may pursue a court order to:
 - (a) Remove the revoked or suspended permit from the business location; and
 - (b) Close the place of business until the massage establishment obtains a permit.

10. EXEMPTIONS

- a. The provisions of these regulations shall not apply to the following while they are engaged in the performance of the duties of their respective professions:
 - Physicians, surgeons, chiropractors, osteopaths, or physical therapy practitioners who are duly licensed to practice their respective professions in this state;
 - ii. Nurses who are registered under the laws of this state;
 - Barbers and beauticians who are duly licensed under the laws of this state, except that this exemption shall apply solely to the massaging of the neck, face, scalp and hair of the customer or client for cosmetic or beautifying purposes;
 - iv. Manicurists and pedicurists, except that this exemption shall apply solely to the massaging of the hands, feet, and calves of the customer or client;
 - v. Trainers of any professional sports franchise or educational institution athletic team;
 - vi. Athletic trainers and massage therapists who provide massage services on site at fitness or athletic clubs or gyms;
 - vii. Any organization which is exempt from taxation as a bona fide fraternal, charitable, religious, benevolent or nonprofit organization under the internal revenue laws of the United States.
- b. The exemption under subsection (a) of this section applies to an individual, and not to the establishment in which the individual works.

11. OPERATIONAL REQUIREMENTS

- a. *Hours* -- No massage establishment shall operate or provide massage services during the hours between 10:00 p.m. and 7:00 a.m.
- b. *No-lock requirement for massage rooms* -- Any cubicle, room, booth, or any area within a massage establishment in which massage services take place may not be fitted with a door capable of being locked.
- c. *Unlawful to admit persons under the influence --* It shall be unlawful for the owner, proprietor, manager or person in charge of a massage establishment to administer a massage to or to harbor, admit, receive or permit to be or remain in or about any such place, any person under the influence of alcohol or illegal drugs.
- d. Limitations for employees under age 18 No employee of the establishment who is under the age of 18 is permitted to come into physical contact with a client. Massage practitioners must be over the age of 18. (See definitions of "employee" and "massage practitioner.")
- e. Indecent conduct
 - i. It shall be unlawful for any person, in a massage establishment, to place his or her hand or hands upon, to touch with any part of his or her body, to fondle in any manner, or to massage, a sexual or genital part of any other person.
 - ii. It shall be unlawful for any person, in a massage establishment, to expose his or her sexual or genital parts, or any portion thereof, to any other person. It shall also be unlawful for any person, in a massage establishment, to expose the sexual or genital parts, or any portions thereof, of any other person.
 - iii. It shall be unlawful for any person, while in the presence of any other person in a massage establishment, to fail to conceal with a fully opaque covering, the sexual or genital parts of his or her body.
 - iv. It shall be unlawful for any person owning, operating or managing a massage establishment, knowingly to cause, allow or permit in or about such massage establishment, any agent, massage practitioner, employee, or any other person under his or her control or supervision to perform such acts prohibited in

subsections i, ii, or iii of this section. A claim that a person in violation of this section is an independent contractor is not a valid defense.

- f. Unlawful advertisement -- A massage establishment that has not obtained a permit under these regulations may not use the word "massage" on any form of advertising unless the person or the organization is expressly exempt from these regulations.
- g. Entrances and exits
 - i. A massage establishment may not have any entrance or exit way providing a direct passageway to any other type of business, residence or living quarters.
 - ii. Entrance to and exit from the massage establishment must be through the front of the building on the side of the building facing the public street.
- h. Signage -- A massage establishment shall affix an exterior sign stating its trade or business name as appears on its permit application near its main entrance. The sign shall be erected facing a street or highway that is not a private lane, in a conspicuous location within ten (10) feet of the property line. The sign shall be visible from the nearest public street or highway and clearly indicate that the said premise is a massage establishment.
- i. *Windows* -- A massage establishment may not cause complete obstruction of the passage of light through any windows of the massage establishment premise by means including but not limited to affixing plywood, paper, or taping other opaque materials over the windows. This restriction does not apply to the standard use of curtains or blinds.

12. ENFORCEMENT

This ordinance may be enforced by any means permitted by Vermont law including those provided for in Title 24 of Vermont Statutes Annotated by civil action in Vermont Superior Court, Civil Division or Environmental Division, and/or the Judicial Bureau to obtain injunctive and other appropriate relief or to pursue any other remedy authorized by law. The requirements of this ordinance do not supersede or replace any other applicable requirements.

September 5, 2014



Karen Smegal, Spa Director Jim Glanville, General Manager The Essex 70 Essex Way Essex, VT 05452

Dear Ms. Smegal and Mr. Glanville,

Thank you very much for your recent letter to Pat Scheidel regarding the proposed changes to the Village of Essex Junction's land development code and the Town of Essex's zoning ordinances. I am sorry I was unable to attend the meeting you had with Pat to address your concerns—I was unavailable due to a family health emergency. Pat shared your letter with me because I wrote the proposed changes and have been working on them with him, the Essex Police and both the Village and Town attorneys for the past several months.

I certainly understand your concerns about how this proposed section of the land development code could affect your business, and I appreciate the specific issues you stated in your letter.

Our goal is not only to prevent illegitimate massage businesses from opening in the Village and the Town, but also to prevent human trafficking. As I am sure you know, there have been three massage parlors driven out of Essex within the last several years, all of which were alleged to be part of human trafficking networks. It is certainly embarrassing to be called out by the local media about how easy it is to open up a massage parlor in Essex; it is another thing entirely to know that human trafficking occurs here and do nothing about it.

The basis of the language you saw is from a model ordinance developed by the Polaris Project, a national organization dedicated to preventing human trafficking. There are dozens of cities across the country with massage parlor ordinances in effect, and the language under consideration for Essex is based on some of them. Our version has been reviewed and edited by Essex Police Chief Brad LaRose, Village Attorney Dave Barra, Town Attorney Bill Ellis, and Chittenden County State's Attorney T.J. Donovan. We have made adjustments to the language multiple times to address concerns from a legal, ethical, logistical, and business standpoint. We wanted to share it with you to understand more about how it might impact your business.

You are correct that this new language affects all legitimate massage therapy establishments within our borders. The Essex especially is hardly the kind of business that would ever come into question under these proposed rules. We are aware of the high caliber of the staff you employ and services you offer. But to prevent illegitimate massage businesses from opening in our community, the tools we use must apply to all massage businesses.

We chose to address the problem through the land development code in order to give municipal staff and the police more tools with which to assess the legitimacy of businesses claiming to offer massage services. By having permit requirements, we will be able to alert law enforcement sooner of the possibility of illegal activity. We realize that there has long been talk of statewide

licensure of massage therapists in Vermont, but the Secretary of State's office has made it very clear that there are no plans to do so for the foreseeable future.

We chose this path also because the Chittenden County State's Attorney has made it clear that his office will not prosecute cases of suspected human trafficking because to do so requires revictimizing women, possible retribution, potential charges of prostitution, and potential consequences related to immigration. He has instructed municipalities to come up with legal tools to combat human trafficking that do not involve charges for prostitution. The proposed changes to our land development code are our response.

Another goal is to make local landlords aware that they are culpable if a tenant of theirs operates an illegitimate massage business. By making landlords more aware, and by establishing a robust permit process, we hope to prevent illegitimate massage establishments from opening up in the first place. If we are successful, then excellent businesses like yours will not be negatively impacted by the presence of disreputable establishments.

To our knowledge, other towns in the area are not considering this kind of code change, and in fact we believe we are the first municipality in the state to do so. It is our goal to share this language with cities and towns in Vermont to allow them to adopt or adapt it as well, so that they too may have additional tools to prevent the opening of illegitimate massage businesses. Your sharing your concerns with us before the new language is approved will help us ensure that all Vermont towns have a model ordinance that will minimize the impact on local businesses.

In consideration of the fact that a legitimate, existing massage establishment like yours would experience a negative financial impact by applying for a permit and fingerprinting employees who provide massage services, we are willing to update the new language to waive the permit fee for massage businesses already existing in the Village and the Town. In addition, language can be added stating that the cost of fingerprinting massage therapists currently employed by existing massage establishments will be discounted 50%.

We realize that in spite of our best intentions, someone may find a way to operate a massage parlor anyway. And until the state decides to license massage therapists individually, we must come up with local solutions. Either way, with more tools available, we will hopefully be able to spot it sooner and investigate it more thoroughly.

Thank you very much for sharing your concerns about this new code. We want to create language that will address the problem with as little impact on local businesses as possible. If you have any other concerns or questions, please do not hesitate to contact me or Pat Scheidel.

Sincerely,

Elaine Sopchak Village Trustee (802) 324-2546 esopchak@essexjunction.org



RECEIVED SEP 0.4 2014 Village of Essex Junction

September 2, 2014

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

Dear Mr. Scheidel,

Thank you for giving us the opportunity to review the proposed ordinance pertaining to massage establishments in the village of Essex, as well as the Junction. As concerned community members, we appreciate the need to ensure that businesses create a positive, safe and productive environment for the community in which they serve. We work very hard here at The Essex Resort and Spa, as do almost all massage therapists and business owners and managers, to provide respectable massage services and hire educated massage therapists whose sole purpose is to help heal others. Unfortunately, there have been a very small percentage of businesses that are unethical and provide services that work against the strong morals of our neighborhoods.

This ordinance, while filled with good intentions, does very little to address the issues created by the small percentage of people it was written for. It does not support the majority of establishments that are ethical and law-abiding. In fact, the expense of the permit and fingerprinting, combined with the additional administrative hours needed to ensure compliance, it is set to create a significant financial burden on both small and large operations. Furthermore, we run the risk of losing very qualified and respectable massage therapists because of the requirements placed upon them. Since an ordinance like the one proposed for Essex, is not being considered in surrounding towns, the pool of massage therapists is expected to significantly decrease for our immediate area thereby causing even more detriment to existing massage facilities, their reputations and revenues. Our guests already know we are trustworthy; they do not need a permit posted in our lobby to reassure them of this. Our interview process is extensive- references are called, procurement of massage licenses from other states is strongly preferred, education is verified and criminal background checks are conducted on every massage employee. Why must additional fees be paid and processes be enforced upon respectable businesses? The establishments that you are trying to deter will find a way to work around this proposed system and will continue to provide unsavory "services" unless there are significant legal measures in place to prosecute those who do not have high moral and ethical operations.

We urge you to reconsider your current ordinance to ensure it supports the majority of your community; to take under advisement the need to regulate those who are performing massage services, not just the manager, owners and landlords; to work with surrounding towns and devise a comprehensive strategy of



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.www.VtCulinaryResort.com

consistent regulation and enforcement; and ensure that police agencies (local and federal) are prepared to back up the plan that is put in place.

Vermont is one of only 6 states (the others being Minnesota, Alaska, Wyoming, Kansas and Oklahoma) in the country that do not require massage therapists to be licensed or certified. There is very good reason for such a small number as there are significant benefits to government oversight. We fully support regulation and licensing within our state to help ensure that all massage therapists are educated and qualified to have a positive effect on people's health and well-being, to safe-guard against illegal business operating under the guise of "massage" and instill confidence in our clients that our professional is not only legal, but honorable. However, it must be done in a way that is well planned, supports all parties and is enforceable with clear consequences to those who are found to be in violation.

Thank you for your time and consideration.

Sincerely,

Karen Smegal C Spa Director

and

Jim Glanville General Manager



Community Development Department

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

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

MEMORANDUM

TO:	Pat Scheidel, Village Manager, Trustees
FROM:	Robin Pierce, Community Development Director
DATE:	October 14, 2014
SUBJECT:	Consultant Contract: Pearl Street Missing Link

Issue

The issue is whether or not the Trustees will enter into a consulting agreement with Lamoureux & Dickinson Consulting Engineers for the Pearl Street Missing Link project.

Discussion

As part of the CIRC Alternative process, the Village entered into a Grant Agreement with VTrans to design and construct the Missing Link on Pearl Street from the Shopping Center to Five Corners. To begin the process, the Village needs to enter into a consultant Contract which has been negotiated with L & D through an RFQ process. Because this is part of the CIRC Alternative process, there are no financial implications for the Trustees during the consultant or construction process. The fee for the Consultant Services is One Hundred and Forty Seven Thousand One Hundred and Eighty Nine dollars (\$147,189). The fee has been agreed to by VTrans.

Cost

There are no cost implications for the Village in this Agreement.

Recommendation

It is recommended that the Trustees authorize the Village Manager to execute the Agreement for Consulting Engineering Services with Lamoureux & Dickinson Consulting Engineers, Inc. for the Pearl Street Missing Link project.



Community Development Department

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

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

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There are no cost implications for the Village in this Agreement.

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VILLAGE OF ESSEX JUNCTION AGREEMENT FOR CONSULTANT ENGINEERING SERVICES WITH LAMOUREUX & DICKINSON CONSULTING ENGINEERS, INC.

THIS AGREEMENT is made this _____ day of September, 2014, by and between the Village of Essex Junction, hereinafter referred to as the VILLAGE, and Lamoureux & Dickinson Consulting Engineers, Inc., a corporation with the principal place of business located at 14 Morse Drive, Essex., Vermont, hereinafter referred to as the CONSULTANT.

WHEREAS the VILLAGE wishes to employ the CONSULTANT for the purpose of providing survey, engineering studies, design and permitting services for Essex Junction STP 5300(14) – Pearl Street Link for certain improvements to a portion of Pearl Street (VT Route 15) in the Village of Essex Junction, hereinafter referred to as the PROJECT.

WHEREAS local and federal funds may participate in the cost of the services described in this Agreement pursuant to the provisions of Title 23, United States Code; and 23 Code of Federal Regulations, which are incorporated herein by reference; and

WHEREAS, the CONSULTANT is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto, as follows:

1. SCOPE OF WORK

The CONSULTANT shall provide services necessary for the successful completion of the PROJECT under consideration as set forth in the VILLAGE'S Request for Qualifications, Essex Junction STP 5300(14) – Pearl Street Link, the CONSULTANT'S Statement of Qualifications dated August 12, 2014, the CONSULTANT'S Scope of Work, Cost Proposal and Project Schedule dated September 15, 2014, and the VTrans LTF "Specifications for Contractor Services" dated June 2014; all of which are incorporated herein and made a part of this Agreement (Attachments A-D, respectively).

2. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective upon execution, and all work shall be completed on or before November 1, 2016.

3. THE AGREEMENT FEE

A. <u>General</u>: The VILLAGE agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance of all services and expenses (including those of sub-consultants) described in the Request for Qualifications, Statement of Qualifications and Scope of Work, the firm fixed price fee as stated in the CONSULTANT'S Cost Proposal.

B. <u>Maximum Limiting Amount</u>: The total amount to be paid to the CONSULTANT for all services, shall not exceed a maximum limiting amount of One Hundred Forty Seven Thousand One Hundred Eighty Nine dollars (\$147,189).

4. PAYMENT PROCEDURES

Invoices will be submitted as specified in Section 8 of Attachment D for Hourly-Type Contracts to the Local Project Manager - Richard F. Hamlin, P.E., Donald L. Hamlin Consulting Engineers, Inc., 136 Pearl Street, Essex Jct., VT 05452. Invoices shall clearly identify and summarize all project eligible and non-participating costs.

5. OWNERSHIP OF DOCUMENTS

All reports, documents and materials developed for the PROJECT under this Agreement by the CONSULTANT and its contractors shall be the property of the VILLAGE and the State of Vermont. The CONSULTANT shall retain rights to freely use data and designs developed for the project for marketing, business development and promotional purposes.

6. TERMINATION OF SERVICES

This Contract may be terminated by either party as outlined in Attachment D. The CONSULTANT shall be paid in full for all services and reimbursements provided up to the date of termination.

7. INSURANCE

CONSULTANT shall be required to carry, and provide evidence thereof to the VILLAGE upon request, insurances of the types and in the amounts specified in Section 3 of Attachment D.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to the subject matter of the Agreement, supersedes all prior oral or written negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter of this Agreement and is subject to no understandings, conditions or representations other than those expressly stated in this Agreement. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

VILLAGE OF ESSEX JUNCTION

ВҮ: _____

TITLE:	
--------	--

DATE: _____

LAMOUREUX & DICKINSON CONSULTING ENGINEERS, INC.

ВҮ: _____

TITLE: _____

DATE: _____

ATTACHMENT A

Request for Qualifications

REQUEST FOR QUALIFICATIONS Survey, Engineering Studies, Design, and Permitting

Essex Junction STP 5300(14) – Pearl Street Link

The Village of Essex Junction is requesting Statements of Qualifications (SOQs) from engineering firms (Consultants) for design services for certain improvements to a portion of Pearl Street (Vermont Route 15) in the Village of Essex Junction (Project). The Village is seeking a Consultant with expertise in survey, engineering and permitting for the project tasks as presented in the Project Description below. Respondents should note that this roadway improvement project includes design coordination with railroad crossing improvements and signal coordination with other existing traffic signals in the vicinity of the Five Corners in Essex Junction.

The limits of the project on Pearl Street are generally described as the Five Corners intersection at the east end and up to and including the signalized intersection that serves the Post Office Square Shopping Center to the west, a distance of approximately 2,500 feet. The goals of this project include: the slight widening of Pearl Street to accommodate bike lanes, the improvement of two signalized intersections to include the installation of mast arm signal structures, installation of street lighting, reconstruction of sidewalks, and improvements to the railroad crossing on South Summit Street.

The procurement process for selection of the Consultant will be a Qualifications Based Selection (QBS). We are not seeking a detailed scope of work or cost proposal at this time. The successful Consultant team will be selected based upon their demonstrated ability to provide the highest qualified team to achieve the goals of the project through their SOQ and interview with the Selection Committee. This project will require topographic and right-of-way survey, engineering, and other special expertise and it is anticipated that if the proposed team consists of multiple firms, that the firm with highway design expertise will be the lead consultant.

Project Development

Through a grant agreement between the Village and the Vermont Agency of Transportation (VTrans), the Village will manage the project while the VTrans Local Transportation Facilities Unit (LTF) administers funding and reviews project material for compliance with Federal and State standards and policy's as laid out in the LTF Guidebook.

The owner of the project is the Village and the sole authority for the Consultant during the project rests with the Village of Essex Junction Trustees, who will coordinate with VTrans.

The Village will utilize as Local Project Manager (**LPM**) Village Engineer Richard F. Hamlin, P.E., from the firm of Donald L. Hamlin Consulting Engineers, Inc., 136 Pearl Street, Essex Junction, Vermont 05452, telephone (802) 878-3956, or e-mail <u>rhamlin@dlhce.com</u> The consultant will work directly with the Local Project Manager throughout the development process.

The project will be developed according to the guidelines established by the VTrans Local Transportation Facilities Program. It is anticipated that the NEPA documentation approval phase will be based upon a Categorical Exclusion (CE). Questions related to the LTF project development process can be answered by VTrans Project Supervisor, Mr. Ande DeForge, VTrans, LTF, One National Life Drive, Montpelier, VT 05633-5001 – phone 802-828-3975 or email <u>ande.deforge@state.vt.us</u>

The lead local contact and administrative support for the project is Mr. Robin Pierce, Community Development Director, Village of Essex Junction, 2 Lincoln St. Essex Junction, VT 05452 – phone (802) 878-6950 or email <u>robin@essexjunction.org</u>

All questions related to this RFQ should be directed to the LPM.

Project Requirements

All work will be accomplished in accordance with the most recent versions of the following:

- VTrans CADD Manual, All CADD will utilize AutoCAD format
- Contractor Contract Attachment: Specifications for Contractor Services dated June 2014
- LTF Guidebook
- LTF Project Development Process
- Village of Essex Junction Land Development Code including the Public Works Standards
- VTrans Standard Specifications for Construction 2011
- Manual on Uniform Traffic Control Devices
- Complete Streets Guidance Document

Project Description

The purpose of this project is to extend and continue improvements that have been made both in the vicinity of the Five Corners and the western portion of Pearl Street in the vicinity of the Champlain Valley Exposition grounds. A scoping study was prepared for the project area and the Trustees selected option 'A". This option relocates the existing curb line to allow for 11 foot travel lanes and 4 foot wide bike lanes within the project limits. New walkways will be constructed on both sides of the road and street lighting will also be installed on both sides of the road. The signalized intersections at the Post Office Square shopping center and at the intersection of South Summit Street and Pearl Street will be improved with new mast arm type signals and new controllers. It is anticipated that signal coordination between these two signals will be required. It also anticipated that coordination between the South Summit Street Signal and the Five Corners traffic signals will be addressed by the Crescent Connector project which is currently under design. Design efforts may be required to accommodate the coordination technology provided by the Crescent project to the new signal controller at the Summit Street intersection. Full depth roadway construction is not anticipated, but milling and a complete pavement overlay to allow for the new striping configurations will be required. The selected alternative was chosen because the majority of the work could be performed within the existing right-of-way controlled by the Village of Essex Junction so that minimal land acquisition, if any, would be required, while providing a "complete streets" cross section. Because of the level of this study, it is anticipated that the selected firm will move directly to the preparation of preliminary plans, conceptual plans will not be required. This project is being funded by FHWA and VTrans.

The project design scope will include the following tasks:

- Design of signalized intersection improvements for two intersections on Pearl Street (Vermont Route 15)
- Design of new roadway cross section including bicycle and pedestrian accommodations
- Coordination with the Railroad on a grade crossing improvements located on South Summit Street (it is anticipated that the crossing improvements will be designed by the railroad, however the selected consultant must coordinate with the railroad's engineer with regard to roadway geometry) Coordination will include, at a minimum:
 - o Geometry
 - o Signals
 - o Utilities
 - Surface Treatment
- Design of the traffic signal control system to coordinate and optimize vehicular traffic flow for the two improved intersections. All new signals installed as a part of this project shall be video actuated.
- A Diagnostic Team Review of the existing railroad crossing at the South Summit crossing
- Design of street lighting using lights and poles that meet the Village standard for this portion of the Village
- A Categorical Exclusion (CE) of the proposed project corridor (NEPA Documentation)
- Design of traffic control during construction to minimize impacts to the community and especially businesses along the project corridor
- Design of storm drainage improvements to accommodate the new roadway cross section
- Coordination with the Village Public Works Department related to water or sewer line improvements within the Project area.
- Coordination with existing private utilities within the Project area
- Coordination with businesses, residents and property owners within and adjacent to the Project
- Provide a plan of access for all businesses and residents that front on the Project
- Identify existing right-of-way limits and areas impacted outside of those limits
- Assistance with right-of-way valuation and acquisition negotiations
- Preparation of right-of-way plans that will be referenced in the land acquisition deeds
- Prepare and obtain all necessary permits required to obtain approval to construct the Project
- Unless otherwise specified, six (6) copies of all plans and documents will be submitted for level of review throughout the course of the project.

This list is not meant to be all inclusive, but to provide an understanding of the general overall scope of the project to potential respondents.

Important Project Elements

A significant amount of planning and studies have been completed related to this project. The consultant must become familiar with this information which includes the CCRPC Pearl Street scoping study "VT Route 15 / Pearl Street, Essex Junction, Vermont, Scoping Report", dated

December 14, 2012. This information may be found on the Village's web site at <u>http://essexjunction.org/</u>

Time to complete the design, permitting, and VTrans approval process is a key element of this project. It is the intent of the Village of Essex Junction to begin construction activities during the 2016 construction season.

It is desired that the selected consultant or consultant team have experience with all phases of the design of roadways, railroad crossings, signal design and coordination of signals, and sufficient resources to meet the desired project schedule. A detailed topographic survey was performed for the scoping study and this information will be provided to the selected Consultant in AutoCAD format. Some topographic survey may be required to update this information. Additional survey work must be completed this fall, prior to winter conditions to keep the project on schedule.

It is anticipated that significant right-of-way acquisition will not be required. If required, the selected Consultant will assist in the land acquisition process by preparing right-of-way plans identifying the limits of land required to construct the first segment of the project and assisting the Village and Village Attorney with other plans or technical documents needed for the right-of-way negotiations and clearance by the VTrans Right-of-Way Division.

There are numerous businesses and residences along the project corridor that will be impacted by the construction of this project. The Village wishes, to the greatest extent possible to create as little impact as possible to these stakeholders, especially regarding access during construction.

<u>EVENT / TASK</u>	<u>TARGET DATE</u>
RFQ advertised to Consulting Engineers	July 15, 2014
Consultant questions to LPM deadline	August 5, 2014
SOQ Submission Deadline	August 12, 2014
Committee Members Individually Rank SOQs (Week of)	August 12, 2014
Committee meets to Determine Short List (Week of)	August 18, 2014
Committee Interviews Short List (Week of)	August 18, 2014
Trustees Approve Design Engineer	August 26, 2014
Village Negotiates Consulting Agreement (Week of)	August 26, 2014
Design Engineer Starts Work on Preliminary Plans	September 8, 2014
Categorical Exclusion	January 2015
Right-of-Way Acquisition Process	April – September 2015
Design Engineer Completes Work	January 1, 2016
VTrans Review Complete	February 2016
Request for Construction Bids Advertised	February 2016
Construction Starts	May 1, 2016
Construction Ends	October 2016

Proposed Project Timeline

Qualifications - Based Selection Process (QBS)

Engineering services for this project will be procured through a qualifications-based selection process (QBS) as determined by the Brooks Act (Public Law 92-582). This Request for Qualifications (RFQ) is a solicitation for a Statement of Qualifications (SOQ) from qualified firms. We are <u>not</u> seeking a scope of work or cost proposal at this time. For more information
on the QBS process please contact VTrans, LTF, One National Life Drive, Montpelier, VT 05633-5001.

Submission Requirements

Please furnish five (5) copies of the Statement of Qualifications with pages numbered consecutively.

Statement of Qualifications (SOQ) should be a narrative proposal that best represents your firm's qualifications to perform survey, engineering, and permitting services for the Pearl Street Link Project. SOQ's should include a description of the proposed project team, technical abilities, examples of previous projects, references, a statement regarding the ability to meet the proposed schedule and any other information that you consider important. It is the desire of the selection team that SOQs focus on the technical abilities of the respondent's team. The SOQ should clearly identify the Project Manager, that person's qualifications and a statement that this person will be assigned to this role for the entire duration of the project. SOQ's should also include provisions for NEPA documentation portion of the project and qualifications of all proposed sub-consultants to be utilized for this work and any other sub-consultants that will be utilized for the project.

We are not seeking a detailed scope of work or cost proposal at this time.

All Statements of Qualification will become the property of the Village upon submission. The cost of preparing, submitting and presenting is the sole expense of the responding firm. The Village reserves the right to reject any and all Statements of Qualification received as a result of this solicitation, to waive any formality and any technicalities or to cancel this RFQ in part or in its entirety if it is in the best interests of the Village. This Request for Qualifications in no way obligates the Village to award a contract.

Submission Schedule

Statements of Qualifications (SOQ) are to be submitted to:

Mr. Robin Pierce Community Development Director Village of Essex Junction 2 Lincoln Street Essex Junction, VT 05452

Envelopes shall be sealed and clearly marked "SOQ Pearl Street Link Project"

SOQ's must be received at the Village offices no later than **4:00 pm on August 12, 2014** SOQ's received after the deadline will not be accepted. Questions will be accepted up to 4:00 pm August 5, 2014, after which a compiled list of all questions asked and answers will be furnished to all interested consultants. It is the goal of the Village to review the Statements of Qualifications and the Selection Committee to meet collectively and choose the three most qualified firms within one week of the submission deadline. Interviews with selected consultants will begin shortly afterward and the selection of the most qualified firm and negotiations with that firm is anticipated to conclude the week of August 26, 2014. The anticipated start date for the project is September 8, 2014. Notification to all responding firms of the selection will follow immediately upon successful negotiation of the selected Consultant's contract fee.

Selection

The Selection Committee includes the LPM, Village Community Development Director, Village Superintendent of Public Works, and the VTrans Project Supervisor. They will review and evaluate each statement of qualifications, based on the criteria below. Firms will then be ranked accordingly. The Selection Committee may interview the top three firms if it is deemed necessary in order to choose the highest qualified firm. Upon completion of any interviews, a scope of work and cost proposal will be required and negotiations will begin with the top-ranked firm. If a scope of work and fee cannot be agreed upon within a reasonable time, negotiations with the top-ranked firm will be initiated. If a satisfactory contract is not worked out with this firm, then this procedure will be continued until a mutually satisfactory contract is negotiated

Criteria for Selection

The following criteria, as a minimum, will be used to evaluate qualifications:

Review Criteria	Weight	Maximum Points	Weighted Points
Understanding of the Project	2	5	10
Knowledge of the Project Area	4	5	20
Qualifications / Experience of Proposed Staff	5	5	25
Ability to Meet Schedules	4	5	20
Coordination with and Understanding of Railroad Operations	2	5	10
Proven Ability for Signal Design and Optimization	3	5	15
TOTAL			100

Contract Requirements

The Consultant, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 109 State Street, Montpelier, VT 05609-1104. The fee is \$20.00. The telephone number is (802) 828-2386. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

A completed copy of the VTrans Form AF38 will also be required prior to being awarded a contract. One copy of this financial information for the prime consultant as well as one copy of the financial information for each firm designated as a sub-consultant. The information submitted shall meet the requirements of Form AF38 at a level commensurate with the anticipated magnitude of each sub-consultant's proposed work. Complete audited financial

statements, balance sheets, etc. **do not** need to be submitted, if that information is on file with VTrans. Please note in the SOQ if this information is on file with VTrans.

All prospective consultants must be on the VTrans qualified list, or found eligible for addition to that list.

The Consultant awarded this contract shall be responsible for furnishing the Village with independently prepared, properly supported indirect cost rates in accordance with the cost principles contained in 48 CFR Part 31 for all time periods covered by the contract.

It is expected that all consultants will make good faith efforts to solicit DBE sub-consultants.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Specifications for Contractor Services attached to this RFQ. The certificate of insurance coverage shall be documented on forms acceptable to the Village.

Appeal Process

If the award of the contract aggrieves any responding firm, they may appeal in writing to the Village of Essex Junction Trustees, Village of Essex Junction, 2 Lincoln Street, Essex Junction, Vermont 05452. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the Village Trustees is final.

RFQ Questions

All questions related to this RFQ shall be directed to the LPM, Richard F. Hamlin, P.E., Donald L. Hamlin Consulting Engineers, Inc., 136 Pearl Street, Essex Junction, Vermont 05452, telephone (802) 878-3956, or e-mail rhamlin@dlhce.com

Other than very routine questions, all questions will be answered in writing and distributed to all prospective firms. Questions will be accepted up to 4:00 pm on August 5, 2014 after which a compiled list of all questions asked and answers will be furnished to all interested consultants. Consultants who are interested in this RFQ should e-mail the LPM, Richard F. Hamlin, P.E. requesting to be added to the contact list so that they may receive answers to questions or other information that may be issued prior to the submittal due date.

Sincerely, Richard F. Hamlin, P.E.

Richard F. Hamlin, P.E. Local Project Manager

ATTACHMENT B

Statement of Qualifications August 12, 2014

Statement of Qualifications

ESSEX JUNCTION STP 5300(14) Pearl Street Link



August 12, 2014



LAMOUREUX & DICKINSON Consulting Engineers, Inc. 14 Morse Drive, Essex Jct., VT 05452 www.LDengineering.com

1.0 INTRODUCTION

We are pleased to present this *Statement of Qualifications* in response to the request issued by the Village of Essex Junction for the STP 5300(14) – Pearl Street Link. This SOQ is for survey, engineering design and permitting services for roadway, streetscape, lighting and traffic signal improvements along Pearl Street extending from the Post Office Square Shopping Center to just short of the Five Corners. This SOQ also includes coordination of proposed railroad crossing improvements on South Summit Street with the Pearl Street Link project.

Lamoureux & Dickinson Consulting Engineers, Inc. (L&D), as lead consultant, has teamed with Kirick Engineering Associates for electrical engineering assistance, Hartgen Archeological Associates to assist with the archeological review and Suzanne Jamele to assist with the historic resource review. L&D has highly qualified transportation engineers, surveyors and wetland scientists to bring to this Project. Our Team members are familiar with state, federal and local requirements and regulations that will pertain to the design of this Project including the Vermont Agency of Transportation (VTrans) *Local Transportation Facilities Guidebook*, the VTrans *Design and Construction Standards*, the *Vermont Pedestrian and Bicycle Facility Planning and Design Manual*, the *Manual on Uniform Traffic Control Devices*, the *Americans with Disabilities Act (ADA) and the Village of Essex Junction Land Development Code*.

Our team has worked closely with the VTrans LTF section and local officials on similar projects for over 15 years. Most recently constructed were the Essex Junction Lincoln Street and Pearl Street streetscape projects which had the same light fixtures that this project will utilize. We also prepared the design plans for the Five Corners Redevelopment Project which also had the new street lights as well as railroad crossings. Consequently, we have become intimately familiar with many of the streetscape design elements currently being used by the Village, and will bring this knowledge and experience to this Project.



2.0 UNDERSTANDING OF THE PROJECT

We understand that the Project begins at the Post Office Square signalized intersection and extends approximately 2,500 ft to just short of the Five Corners intersection. In preparing this SOQ, we reviewed the VT Route 15 / Pearl Street Scoping Report prepared by Stantec on behalf of the Village of Essex Junction and the Chittenden County RPC. Additionally, we understand that the proximity of the South Summit Street railroad crossing qualifies potential crossing improvements for eligibility under the Pearl Street Link Project. This Project, thus includes coordination of crossing improvements, which will be designed and constructed by the New England Central Railroad, with elements of the Pearl Street Link Project.

In the Project area the proposed work will implement Alternative A; the scoping study's designated preferred alternative. The proposed Alternative A improvements include:

- Modifying lane geometry with construction of new curbing The existing roadway along this segment will modified to provide a cross-section that provides 4 ft wide paved shoulders on each side, one 11 ft wide travel lane in each direction plus an 11 ft wide center left-turn lane. This will require widening the roadway from its existing 36 ft width to 41 ft. In an effort to keep all work within the existing 60 ft roadway right-of-way, this project is planned to include new 5 ft wide concrete sidewalks with new curbing and 3 ft wide green strips on both sides.
- Installing new street lighting New street lighting will continue using the same gas lamp style fixtures and poles that have been recently installed on Lincoln Street, Railroad Street, Park Street, Pearl Street and at the approaches to the Five Corners intersection. Design work will include developing appropriate pole locations and spacing to provide the desired light levels for this area. Work will also include conduit sizing and layout plus electric service and meter design.
- Installing drainage improvements The widened roadway will require new catch basins and connections to the existing stormwater collection system in order to provide proper roadway drainage.
- Replacing existing traffic signals A key part of this Project will be to upgrade the existing • traffic signals at the Post Office Square and South Summit Street intersections to replace the existing span-wire layout with new mast arm poles having fixed signal heads. In addition, new crosswalks, pedestrian signals and updated signal phasing will provide more efficient traffic flow and improved safety conditions. This Project also includes the design of signal coordination between the two intersections using a system that is compatible with the coordination system/technology that is being used in the Crescent Connector project.
- Relocating existing overhead utilities The conceptual design of the proposed roadway and sidewalk improvements minimizes impacts to existing overhead electrical, telephone and communications utilities. However, to accommodate the widened roadway along the north side of Pearl Street east of West





Hillcrest Lane, existing utility poles will need to be laterally shifted to be located within the new 3 ft green strip/buffer.

- <u>Improving the South Summit Street railroad crossing</u> The Project includes coordinating a Diagnostic Team review of the crossing to determine needed improvements. At a minimum, it is anticipated that a new crossing surface will be installed. Potential project-related design work at this crossing includes coordinating the desired roadway geometry with the railroad and determining if railroad preemption is warranted at the South Summit Street traffic signal.
- <u>Public Involvement</u> While a Scoping Study has already been performed for this Project that included public presentations and postings on various local media, the Project design will need to again be presented to the public as it progresses through the LTF design steps.

3.0 KNOWLEDGE OF THE PROJECT AREA

Our staff and team members are all familiar with the project area, and regularly travel this section of Pearl Street. Andy Rowe and Brian Tremback are very familiar with the project area having worked on many projects for CVE. Roger Dickinson, Doug Henson, our staff and our team members have also worked on numerous projects along Pearl Street, including the Five Corners Redevelopment Project. Based on this previous work, we have considerable existing knowledge and data applicable to this Project.

Based on our knowledge of the Project and of the VTrans LTF process, the key elements to this Project include the following:

- *Project Design/Permitting Schedule:* As we did with the Lincoln Street and Pearl Street projects, our Team will be committed to meeting the schedule outlined in the RFQ and this SOQ with respect to the engineering work tasks we will be performing.
- Designing within the Existing Right-of-Way: A key element to minimizing the time required for project design is to keep the proposed work inside the existing Pearl Street right-of-way wherever possible. We anticipate, however, that temporary construction easements will be required to remove/reconstruct the

several retaining/rock walls and to modify the private steps that presently exist along the north side of this section of Pearl Street. Temporary construction easements will also be required to remove several trees along the south side. As the design plans and contract documents are developed, we will pay particular attention to grading and will evaluate design options such as small retaining walls to minimize right-of-way requirements. This will be particularly important in those areas where the existing green strip between the roadway and sidewalk has considerable cross slope. Reducing the width of the green strip may also necessitate adjusting the elevation of the new sidewalk and of existing



driveway ramps in those areas.

Utility Conflicts: Underground gas, telephone, water and sewer lines in the project area will need to be accurately located both horizontally and vertically to determine whether conflicts exist with the new sidewalks, curbing, light poles and stormwater system modifications. Gas and telephone service lines can be relocated, but larger gas mains and underground telephone trunk lines pose greater conflicts. While DigSafe provides a reasonably accurate locating service, our experience has been that those markings are sometimes incomplete or do not provide sufficient information. For this Project, the existing concrete encased telephone duct bank and telephone vaults located on the north side of Pearl Street are critical utilities for which accurate locations, sizes and depths will be needed. Similarly, the depths of gas mains are important, as we have encountered difficulty on other projects with shallow gas mains conflicting with curb and subbase placement. These utilities will require further investigation using small exploratory excavations during the design phase in order to avoid issues during construction.



• *Utility Relocations:* The proposed relocation of existing aerial utilities along portions of this Project will also be a challenge; primarily with respect its potential impact on the construction schedule. Early contact and coordination with the affected utility companies will be critical.

In addition, should the Village decide to upgrade sections of the existing municipal water and sewer mains that are located within the Project limits, we would seek to fast-track the design and bidding of that work so that it could be bid and constructed as a separate contract during Fall 2015.

 Construction Schedule: With construction planned for one construction season (2016), it will be important to develop a construction phasing plan that avoids unnecessary impacts to school traffic on South Summit Street as well as traffic traveling to/from the annual fair and other major events at the Champlain Valley Exposition. Our experience in preparing design plans and bid documents for similar projects and knowledge of construction practices will assist in this regard.

4.0 QUALIFICATIONS / EXPERIENCE OF OUR PROJECT TEAM

Team Organization

For this project, L&D will be the team leader with Kirick Engineering to provide electrical engineering design for the new streetlights, and Suzanne Jamele plus Hartgen Archeological Associates to assist with completing the CE and to provide follow-up design review regarding historic and archaeological resource impacts, respectively.

The foregoing specialists are ones that we have worked with on numerous other successful projects. Suzanne Jamele and Hartgen Archeological also worked on the Scoping Study for this Project, and bring their knowledge



and information gained from that to the project design phase. Our team members are experienced in working seamlessly together to produce detailed design plans and bid documents. Our staff and team members also bring the specialized experience and knowledge required for this Project; whether it be traffic signals, water and sewer mains, roadways, pavement design, lighting and streetscape design elements

Profiles and staff summaries for each of the above firms and their key staff members are presented in the following sections.

Lamoureux & Dickinson Consulting Engineers (L&D)

L&D has provided surveying, transportation planning and engineering, landscape architectural and civil engineering services to communities, regional planning commissions and State agencies in Vermont and New York since 1985.

We strongly believe our firm's strength predominantly lies in the diversity of disciplines and level of experience our staff members possess. L&D offers comprehensive in-house engineering, planning, and survey services. We have a licensed surveyor on staff who has extensive experience with roadway surveys and right-of-way determination on VTrans LTF projects. Our transportation section includes staff members with 30 years of experience in transportation planning and design including numerous roadway improvements, intersection improvements, sidewalk / multi-use path and traffic signal design projects. Our engineers have extensive knowledge of the Vermont Stormwater Rules and are experienced in preparing innovative stormwater system designs to meet these rules. Our engineering technicians are skilled at preparing design plans in both MicroStation and AutoCad format.

The following L&D staff members offer an outstanding opportunity to complete a successful project for the Village:

Roger Dickinson, P.E., PTOE, will be the Project Principal providing general oversight of the project and administration of L&D's quality assurance plan. Roger will provide the benefit of his engineering experience and technical assistance throughout the Project design process. Roger has experience in designing and managing a variety of LTF projects. He will also assist Andy in the design and permitting for this project; particularly with regard to the intersection and traffic signal designs.

Andy Rowe, *P.E.*, will be the team leader/project manager and will be the primary contact person for the duration of this Project. Andy will provide oversight of the day-to-day workings of the project and coordinating the team, and has 18 years of experience in design engineering, construction engineering plus as a municipal project manager on a number of transportation and pedestrian facility projects. This experience in both the design and construction phases is a great asset to his overall engineering abilities.

Andy has extensive knowledge of and experience with the VTrans LTF process having served as project manager on numerous design projects including the earlier Pearl Street/CVE Improvements and



Lincoln Street projects. Andy's municipal project manager experience also includes the Kennedy Drive and Williston Road/Staples reconstruction projects for the City of South Burlington.

Doug Henson L.S., E.I., Engineer/Survey Manager, has been involved in the survey, design and preparation of construction documents for a number of VTrans sidewalk and shared use path projects throughout Vermont. His project design work has included the Williston VT Route 2A Shared Use Path, the Burlington Intervale Bike Path, the Newport City Bike Path and the Essex Town Route 15 Multi-Use Path. He has also served as the Local Project Manager for the City Center/Market Street project in South Burlington, the Causeway Bike Ferry in South Hero and the Campus Connector Road in Colchester. As L&D's licensed surveyor, Mr. Henson will serve as the survey manager and will conduct the right-of-way research for this Project.

Roger, Andy and Doug are also experienced in making effective public presentations at permitting hearings and at public meetings for projects such as this. We are also able to provide notices and project graphics in various digital formats for posting on the Village's website, the Front Porch Forum and for distribution to local media.

Resumes for Roger, Andy and Doug are included in Attachment A.

Kirick Engineering Associates, P.C.

Kirick Engineering is an electrical and telecommunications consulting firm which offers professional engineering design and project management services to commercial, institutional, municipal, and architectural clients. Kirick Engineering helped develop the Municipal Lighting Program with Efficiency Vermont. This program is designed to help Vermont municipalities upgrade their older, less efficient lighting technologies in street and public spaces with energy-efficient light emitting diode (LED) lighting. Kirick Engineering has completed streetscape lighting designs on LTF projects for the Village of Essex Junction, the Town of Jericho, and the Town of Shelburne.

Michael P. Kirick, P.E., has been actively working in the building construction industry since 1980. A graduate of the University of Vermont (BSEE, 1979) Burlington, Vermont, he has worked for over 30 years with professional design firms in the Burlington, Vermont area. Michael honed his electrical design and project management skills with TWM Northeast, (formerly Jennison Engineering) a multi-disciplined professional engineering group. He then spent seven years at Hallam Associates, P.C., as electrical engineering department head and senior project management for Riser Management Systems (RMS). At RMS he was involved in the assessment, design, and implementation of large-scale telecommunications systems for high-rise and campus facilities across the United States.

Resumes and work samples for Kirick Engineering Associates are included in Attachment B.



H

Hartgen Archeological Associates, Inc. (HAA)

Hartgen Archeological Associates, Inc., founded in 1973, has grown to become the largest privately-owned cultural resource management firm in the northeast and a recognized leader in the field. The company provides a full range of services which help clients to comply with the requirements of Section 106 of the National Historic Preservation Act, the National Environmental Policy Act, Vermont Act 250 processes and with the Vermont Agency of Transportation (VTrans) and the Federal Highway Administration (FHWA) regulations. HAA has extensive experience conducting cultural resource projects for federal, state, municipal, and private clients.

Over the past 37 years, HAA has completed more than 5,300 cultural resource studies in New York and New England. Their range of services include all phases of cultural resource management including ARAs, Phase IA, IB, II and III archeological investigations; National Register eligibility synopses, architectural history; HABS/HAER documentation; historical deed and document research; historical map research; development of archeological research designs and master plans; artifact cataloging, design and presentation of public educational signs, pamphlets, and exhibits; and writing and publication of research reports including presentation of results at scholarly and public meetings where appropriate. Their experience encompasses highway, bridge, airport, railroad, canal, utility, landfill, subdivision, commercial, industrial park, State Education Department, and cemetery projects, as well as various specialized cultural resource projects. Their clients include engineering firms, private organizations, museums, municipal state governments and federal agencies.

HAA's expertise and location allow us a unique opportunity to provide our clients with quality archeological services. HAA has experience in providing all phases of cultural resource survey and mitigation and has proven capabilities in performing complex multiple and simultaneous surveys for private, corporate, and municipal clients as well as state and federal agencies. Their experience in Vermont began in 1990 with a survey in Bennington. In 1997, HAA opened an office in Putney, Vermont. Since that first survey, the firm has conducted over 550 archeological studies, historic preservation reviews and architectural studies throughout the state. Of these projects, over 200 have been completed for VTrans just since 1997.

As a result of HAA's vast experience in Vermont and coordinating with the Vermont Division for Historic Preservation (VDHP) and the VTrans offices, HAA has developed professional working relationships with staff from both offices. HAA successfully completes an average of over 35 projects each year, many of which are subject to review by VDHP and/or VTrans staff. *Thomas Jamison, Ph.D., RPA* will serve as HAA's Project Manager for this Project. Tom's professional resume is included as *Attachment C*.

Suzanne Jamele, Historic Preservation Consultant

Suzanne Jamele has provided historic structures assessments and consulting services for transportation infrastructure improvement projects throughout Vermont. She performed the Historic Structures Assessment in this Project's Scoping Study. Suzanne's professional resume is included as *Attachment D*.



5.0 PAST PERFORMANCE ON SIMILAR PROJECTS

L&D has worked successfully on a variety of projects with the VTrans LTF section as well as with the Village of Essex Junction and the Chittenden County Regional Planning Commission. Andy Rowe will be the project manager for the duration of the Pearl Street Link project. Several projects where Roger and Andy were L&D's Project Principal and/or Manager, with Ande Deforge serving as the LTF Project Supervisor, include the following:

Essex Junction Lincoln Street – STP SDWK(14) & STP EH12(12)

Our team most recently completed design plans and contract documents for the Essex Junction – Lincoln Street Sidewalk Improvement Project. While a relatively short project, it included a critically needed new sidewalk link to replace an existing dirt path along Lincoln Street (VT Route 2A) between the Village and Champlain Valley Exposition's (CVE) Gate F on St. James Place, new street lighting, curbing, drainage, an upgraded pedestrian crossing at the North St railroad crossing, and streetscape design elements. L&D successfully fast-tracked this project's



design during a one-year period. This project's close proximity to the Essex High School and CVE also required that construction be completed within a limited window to avoid conflicts. Our Team on this Project included Kirick Engineering Associates, who assisted with the street lighting and electrical design.

Essex Junction Pearl Street – STP 5300(11) & (12)

Our Team completed design plans and contract documents for the Essex Junction Pearl Street - Streetscape Improvement Project. This project included sidewalk and curb replacement, new street lighting, landscaping, fence and bike rack design for the streetscape portion of the project as well as the design of a ticket building for the Champlain Valley Exposition. This project also involved tracking non-participating items as some of the features were funded by CVE while others were part of the federal earmark funding.

Due to the various elements in the project, the design team included L&D, Gardner-Kilcoyne Architects, Kirick Engineering Associates, as well as archaeological, historic and structural sub-consultants. Working together with Hamlin Consulting Engineers as the Municipal Project Manager, this VTrans LTF project was designed, permitted and constructed within one year, a schedule many said could not be met. This again illustrates our team's dedication to meeting project schedules.

Essex Junction Redevelopment – STP 5300 (9) & (10)

The Essex Junction Redevelopment project involved the design for the replacement of the sidewalks and curbs on all five approaches to the Five Corners intersection in Essex Junction. The Project also included the design of new street lighting on all five approaches and the replacement of the traffic signal at the intersection. The new traffic signal also included working with the New England Central Railroad to





upgrade the existing railroad preemption circuit. L&D also designed a segment of 12" water main replacement on the Pearl Street approach extending into center of the Five Corners intersection. This water main replacement was non-participating, and therefore required tracking separately for cost estimating purposes as well as project invoicing.

Springfield Sidewalk –TCSE 006

The Main Street Sidewalk project involved the replacement of curbing and sidewalk along both sides of Main Street in Springfield along with the design of new mast arm signal poles, a new traffic signal controller and street lighting. A majority of the existing sidewalks were adjacent to store fronts where ADA compliance was an issue. By allowing for varied curb reveals in these areas, we were able to maintain the elevation at the store entrances and meet ADA requirements with respect to maximum slope on the new sidewalks. Although some sections of existing sidewalk being replaced were outside the highway right-of-way, this project was designed without the need for any permanent easements through the



process of dedication and acceptance. Although this may not apply to this Project, it shows our team's initiative to work through right-of-way issues and keep a project moving to construction.

More detail for these projects as well as reference names and contact information is included on the work examples provided in the Attachments. Also shown on the following page is a graphic showing our LTF Project design experience on projects throughout Vermont.

We bring to this Project extensive experience in the design of water distribution and sewer collection systems, should the Village decide to replace existing water and sewer mains within the Project limits. Our work experience in this area has included:

- water transmission/distribution system designs for municipal projects located in South Burlington, Bradford, Grand Isle, Essex and Middlebury; and
- water distribution and sewer collection system designs for large residential subdivisions and commercial development projects located throughout Chittenden County.

We are also experienced in the design of reinforced slopes and small precast concrete segmental block retaining walls along roadways, bike paths and sidewalks.





6.0 ABILITY TO MEET SCHEDULES AND BUDGETS

L&D has provided surveying, planning and engineering services to private clients, local communities, regional planning commissions and State agencies in Vermont for over 25 years. Because word of mouth is one of our most valuable marketing strategies, we work diligently to meet project schedules and budgets so clients will give a positive reference to others and come back with repeat business. In this effort to provide excellent service to our clients, we are committed to meeting deadlines in the project schedule once they are set and agreed upon by the team. We recognize that this will be critical for this Project in order to achieve the desired May 2016 construction start. Our Team is available to begin work as soon as this contract is awarded and the Notice to Proceed is issued by the Village, and will keep staff dedicated to this project to meet the design deadlines. Our project manager for this Project, Andy Rowe, is available to begin work on this Project immediately, and will remain assigned to it for its entire duration.

Proposed Project Schedule

We have reviewed the project schedule presented in the RFQ. Having the design work begin in September 2014 with design completion for bidding in February 2016 appears to be a reasonable schedule for this Project. We understand the Village desires that this Project go to construction and be completed during the 2016 construction season. We know from past experience that the utility relocation and right-of-way process can be the most time consuming work tasks of project development; thus designing the project to minimize needed relocations and right-of-way easements will be critical.

Maintaining good communication and timely decision making is also critical for maintaining the project schedule. Once decisions are made regarding the design, they will be documented and the project will move forward. There should be little need for alignment alternative evaluation, as the basic alignment has already been established in the Scoping Report. There may be some need for design specific alternative investigation with regard to items such as the sidewalk profiles and grading of adjacent lawns and grass strips. We will prepare monthly project updates including work performed that month and the anticipated work tasks to be completed during the next month. This update will include upcoming deadlines for the project team members so everyone will be aware of what needs to be completed to meet the project schedule.

7.0 COORDINATION WITH AND UNDERSTANDING OF RAILROAD OPERATIONS

Our design work experience with respect to railroad crossings and operations includes the following projects:

- Newport City Transportation Path Coordinated with railroad regarding locating portions of a new shared use path within the railroad right-of-way and upgrading existing railroad crossings to accommodate pedestrians and bicyclists.
- Old Colchester Road, Essex Prepared a traffic safety study and coordinated a Diagnostic Team Review for a proposed railroad crossing relocation.



- US 2/302 Roundabout, Montpelier Designed a new railroad crossing with automatic signals in close
 proximity to the proposed roundabout together with a new crossing surface upgrade at a 2nd nearby
 existing railroad crossing. The new automatic crossing signals at the first crossing were designed by a
 subconsultant on our team.
- Five Corners Redevelopment, Essex Jct. Coordinated the installation of replacement conduit and wiring between the existing Maple Street railroad crossing and the new Five Corners traffic signal controller to provide railroad preemption at the new traffic signal controller.

8.0 PROVEN ABILITY FOR SIGNAL DESIGN AND OPTIMIZATION

L&D has designed over 50 new or replacement traffic signals for municipalities and private developments throughout Vermont. Many of those signals were located on corridors that utilize existing coordination systems or that required the design of new coordination systems. We are experienced in the latest hardwire, spread-spectrum and GPS clock coordinated systems. Recently, L&D was engaged by the Chittenden County Transportation Authority to perform a diagnostic examination and coordinate modifications to over 50 traffic signals located around the state to eliminate conflicts between transit and emergency preemption calls.

Our capabilities and experience include using both *Synchro* and *SimTraffic* to evaluate and determine optimal signal timings and coordination settings. Examples of major corridors where we have developed new signal timings include US Route 2 and Vermont Route 2A around Taft Corners in Williston, US Route 7A in Bennington, US Route 7 in St. Albans, VT Route 15 and Susie Wilson Road in Essex, and US Route 7 in Milton.

9.0 EXPERIENCE WITH RELEVANT STATE AND FEDERAL REGULATIONS

Our Team is familiar with Federal, State and local regulations, design standards and design guidelines; having worked with them on numerous LTF design projects throughout Vermont. The experience gained by L&D and our team members will be used to successfully design this Project. Based on our experience, we wish to note the following in specific regard to this Project:

VTrans Policy on Design Exceptions - With this project being located in a downtown district with possible historic issues, it is possible that VTrans would consider design exceptions for certain features if applying the design standards would adversely impact the area. We are familiar with the process of applying for a design exceptions and would assist the Village in this process if this is found to be beneficial to the Project.

State of Vermont Guidelines for Street Lighting, Signal Design, Sign Placement & Design, Pavement marking & Placement, Traffic Control Design - Lighting for the Project area will be designed to meet the minimum recommended standards for local streets, but will also be designed to match the character of the area and the



Village's desired light levels for this area. All signs and pavement markings in the project area will also be designed to meet these standards.

Americans with Disabilities Act Accessibility Design Guidelines for Buildings and Facilities - ADA requirements include specifications on widths, grades and placement of detectable warning surfaces on sidewalks. We recommend designing to the currently proposed draft accessibility standards.

Manual on Uniform Traffic Control Devices (MUTCD) - Existing traffic signs in the project area will be reviewed to determine whether they meet the current retro-reflectivity, size and design standards in the current edition of the MUTCD. All new traffic signs, pavement markings, traffic signals and work zone traffic control will be designed in conformance with current MUTCD standards



ATTACHMENT C

Scope of Work, Cost Proposal and Project Schedule September 15, 2014

ESSEX JUNCTION STP 5300(14) PEARL STREET LINK

SCOPE OF WORK

September 15, 2014

PROJECT DESCRIPTION

The project will complete the revitalization of Pearl Street between the Five Corners and the Post Office Square/Essex Junction Shopping Center intersection; a distance of approximately 2,500 ft. The goals of the project include widening of Pearl St to accommodate bike lanes, replacing the existing traffic signals at the two signalized intersections (Post Office Square and South Summit St), installing street lighting, reconstructing sidewalks and improving the railroad crossing on South Summit St.

Specific improvements include:

- Widening Pearl Street from 36 ft (three 12 ft travel lanes with no shoulders) to 41 ft (an 11 ft center turn lane, two 11 ft travel lanes with 4 ft bicycle lanes). The widening will take place on both sides of Pearl St.
- Resurfacing the existing portion of Pearl Street within the project limits.
- Replacing existing sidewalks with new 5 ft wide concrete sidewalks that are separated from the roadway by buffer strips on both sides.
- Minimizing impacts to existing utilities and adjacent properties.
- Replacing existing signal systems at the Pearl St/Post Office Square/Essex Junction Shopping Center and Pearl St/South Summit St intersections. The new traffic signals will utilize mast arm poles, will provide upgraded pedestrian signals meeting current accessibility standards and will be interconnected with the nearby Five Corners and future Crescent Connector traffic signals.
- Installing new street lighting similar to that used in other recent street/sidewalk reconstruction projects.
- Providing small retaining walls and landscaping where necessary to minimize impacts to adjacent properties.

The project limits and design concepts are depicted in the December 14, 2012 Scoping Report prepared by Stantec Consulting Services Inc. for the Village of Essex Junction and the Chittenden County RPC. The project plans will be developed in accordance with the 2014 VTrans Municipal Assistance Bureau Local Projects Guidebook.

DEVELOPMENT OF PROJECT

I. <u>Phase A – Project Definition Phase</u>

- A. Concept Plans
 - 1. Coordination Meetings

L&D will develop meeting agendas, attend and document the meetings through distributed meeting notes. It is assumed four coordination meetings, a minimum of one per month, will be required during Phase A.

2. Utility Location & Coordination

L&D will contact utility owners and schedule a joint meeting with them at the very beginning of the project to confirm the location of their existing utilities and discuss the impact of this Project relative to their utilities. This meeting will use the previously prepared scoping plans, and will serve to notify the utility companies of the project scope and schedule. Asbuilt mapping of their facilities will also requested. Following this meeting, in coordination with the utility companies, we will also perform exploratory excavations at selected locations to verify the horizontal and vertical location of the existing underground telephone conduit bank on the north side of Pearl Street and of existing gas mains. For this, we propose to perform vacuum potholes at selected locations using All Seasons Excavating as a subcontractor. In the event that traffic control flaggers and/or a uniformed traffic officer are needed, it is assumed the Village will coordinate this with Essex Police Dept. and the Essex Jct. Public Works Dept. to provide them. Potential or known conflicts with existing underground and overhead utilities will also be identified and ways of resolving those conflicts recommended.

- Roadway/Sidewalk Cross-Sections & Stormwater Management This task will further develop the desired roadway cross-section at critical locations and related modifications to the existing stormwater collection system. Alternatives to be explored include:
 - a. Maintaining a gutter line at or near its existing location, and constructing a bike lane, the cross-slope of which is sloped towards the gutter line instead of towards the new curb line; particularly on the north side of Pearl St in the area of West Hillcrest and Hillcrest Drives.
 - b. Constructing a normal crowned roadway extending to the new curb lines, and installing new inlet basins and piping to connect to the existing stormwater collection system.
 - c. Both (a) and (b) will examine the potential lengths and slopes of the transition grades necessary to match into the existing profiles of West Hillcrest and Hillcrest Drives plus the Jiffy Lube, 49 Pearl St and 53 Pearl St driveways.
 - d. Modifying existing sidewalk profiles in the area described in (c) and also along the south side near Key Bank.
 - e. Attend a meeting to determine the preferred roadway/sidewalk cross-section and stormwater management alternatives.



Given that the total redeveloped and additional impervious area created by this Project is less than 1.0 acre, it is our understanding that a state stormwater discharge permit will not be required for this Project.

4. Traffic Management Plan

This task will assess measures to manage traffic congestion and safety during construction. L&D will propose traffic management strategies, including construction phasing and traffic control plan elements, to maintain access to businesses and residences during construction.

5. Base Plans

We presume that a detailed topographic survey is available in AutoCAD digital format and that it includes the survey point data and related information needed to generate an accurate TIN for use in developing detailed cross-sections. L&D will field check the topographic survey data. We have also budgeted up to two days of field work to supplement the existing survey data where determined to be necessary. We will also request record plans showing the locations and elevations of existing water mains, sanitary sewers and storm sewers to be provided by the Village.

- 6. Streetscape and Lighting Design Elements This task will identify the preferred lighting fixture and the design criteria of new street lighting for the project. The proposed street lighting layout will be presented on the concept plans.
- South Summit Street Railroad Crossing Coordination
 L&D will schedule, attend and document a Diagnostic Team Review of the South Summit
 Street railroad crossing. Should that Review recommend crossing improvements, we will
 provide input as to the desired roadway and sidewalk geometry to the railroad's engineer.
- 8. Concept Plans

Using the results of the above tasks, L&D will develop Concept Plans for review and comment. The concept plan set will use the Scoping Study's Alternative A plans for layout plans. The concept plan set will also include a title page, typical sections, a draft traffic management plan (narrative format), and cost estimates from the Scoping Study. We presume that CAD files of the Alternative A plans are available from Stantec. The concept plan set and cost estimates will be submitted for review by the Village and VTrans. L&D will compile comments received, develop draft resolutions and meet with the project committee to finalize resolutions.

B. NEPA Documentation (CE) Approval

The CE environmental analysis sheet and other appropriate documents will be prepared by L&D with available information and sent with a cover letter to Village for approval and processing through VTrans and FHWA.

We understand that resource identification and impact evaluation for historic and archeology has already been completed at the scoping level. That information will be incorporated into the CE analysis.



II. Phase B – Project Design

A. Coordination Meetings

During Phase B, we estimate 12 project design coordination & review meetings (a minimum of one per month) will take place. L&D will develop meeting agendas, attend and document the meetings through distributed meeting notes.

B. Preliminary Plans

L&D will develop preliminary design plans consisting of the following:

- Title Sheet
- Index of Sheets & Standard Details
- Typical Sections
- Tie & Benchmark Sheet
- Quantity Sheets
- Layout Plan Sheets
- Cross Sections
- Lighting/Electrical & Landscaping Plans
- Miscellaneous Detail Sheets
- Signs & Pavement Marking Sheets
- Traffic Signal Design Plans
- Traffic Management & Control Plans
- EPSC Plans
- Quantity calculations & estimate

L&D will calculate the quantities for the various pay items and develop a construction cost estimate using Estimator software and VTrans unit pricing database. Prior to submission, L&D will perform a QA/QC review utilizing the VTrans plan checklist. The plans, quantities and estimate will be submitted for review to the Village and VTrans.

C. Subsurface Investigations

L&D will utilize Mike's Boring & Coring to perform up to six soil borings at selected locations. Four will be for the new traffic signal mast arm poles (two borings per intersection), and the remaining two to identify roadway subgrade characteristics in the area of West Hillcrest and Hillcrest Drives. The latter information will be used to assess whether underdrains should be installed on the north side of Pearl Street in this area. In the event that traffic control flaggers and/or a uniformed traffic officer are needed, it is assumed the Village will coordinate this with Essex Police Dept. and the Essex Jct. Public Works Dept. to provide them.

D. Traffic Signal Design

L&D will design new traffic control systems using mast arm poles, new controllers and new video vehicle detection systems at the Post Office Square/Essex Junction Shopping Center and South Summit Street intersections. The new traffic signals will be interconnected with nearby signals at the Five Corners and Crescent Connector using the Village's selected coordination technology.



E. Streetscape and Lighting Design Elements

Our subconsultant, Kirick Engineering Associates, will be responsible for developing the street lighting and electrical design, and preparing the plans and specifications for it.

F. Environmental Permits

L&D will develop the application for a Construction General Permit; for which we assume that there will be at least one acre of disturbance. This will be submitted with the available existing documentation and plans for review. Upon receipt of comments, L&D will incorporate comments and submit the final application to ANR.

G. NEPA Re-evaluation

Our subconsultants, Hartgen Archeological Associates and Suzanne Jamele, will review the preliminary plans to update their previous examinations of potential historic or cultural resource impacts. It is assumed that a formal NEPA re-evaluation will not be required.

H. Act 250 Permitting

This municipal project involves less than 10 acres of existing highway right-of-way, and thus should not require an Act 250 land-use permit. At least one adjacent property (Highland Village) has an existing Act 250 permit. L&D will seek a jurisdictional determination from the District Environmental Commission to confirm that this Project plus any adjacent properties currently under Act 250 jurisdiction will not need an Act 250 land-use permit or amendment.

I. Public Hearing

1. Preliminary Plan Public Hearing

L&D will prepare Preliminary Plans as needed before presentation at a meeting with the Village Trustees. L&D will develop hearing exhibits and handouts for the Village's review. Comments received will be incorporated into the Preliminary Plans and specifications.

2. Hearing

One public hearing will be scheduled and advertised by the Village for the purpose of receiving suggestions and recommendations from the public regarding the proposed project.

- The Village will provide notice to adjacent property owners and public advertisement through local media.
- L&D will provide meeting notes documenting the public comments.

L&D will develop comment resolutions, document decisions and revise plans. It is assumed there will be no substantial revisions to the alignment and typical section.

J. Property Owner Visits

L&D will schedule and attend initial property owner visits with a representative of the Village, and will document the discussions held during those visits. Comments will be discussed with the Village and considered in the development of preliminary plans. It is assumed no changes to the typical section, alignment and roadway widths will be required.



- K. ROW Plan Development
 - 1. Title Research / Abstracts

L&D will research Town land records and obtain a copy of the current owners' deed. It is presumed that this Project will primarily need temporary easements. There are also four parcels bordering the Shopping Center and South Summit St. intersections on which permanent easements will be required for the new signal mast arm poles. We will perform the aforementioned land record research for up to 20 properties.

2. ROW Plans

Using the approved preliminary plans, L&D will develop preliminary ROW plans showing the proposed acquisition lines. Acquisitions will also be summarized in tables. After performing an internal QA/QC review, the draft right-of-way plans will be submitted for review by the Village and VTrans. Comments received will be addressed, and preliminary ROW plans provided to the Village.

L&D will also develop draft easement deeds for the Village attorney's review and the Village's use in property owner negotiations. Once the property negotiations are completed, L&D will update the ROW plans to reflect final acquisitions.

- L. ROW Acquisition
 - 1. Negotiations

We presume that the Village will be responsible for negotiating the needed acquisitions with adjoining property owners. L&D will provide support describing the acquisitions and the project during those negotiations. It is assumed that up to 20 property owner meetings will be required. Documentation of the negotiations will be done by others. For the purpose of this scope of work, it is assumed that waiver valuations will suffice for 19 parcels and that one residential parcel will require an appraisal. Both the waiver valuations and the one appraisal are included in this scope of work.

- 2. Necessity and Compensation Hearings It is assumed that this Project will not require any necessity or compensation hearings.
- 3. Acquisition

The filing of deeds in the Town land records will be the responsibility of the Village.

M. Final Plans

L&D will incorporate comments from preliminary plans, utility relocations, and property owner negotiations on the final plans.

N. Special Provisions

L&D will draft special provisions for pay items not covered by VTrans Standard Specification.

O. Utility Agreements

L&D will draft utility agreements for each utility: Green Mountain Power, Fairpoint, Comcast, Level 3, TelJet, Sovernet and Vermont Gas. The Village will review and finalize the agreements



for their use in seeking the utility signatures. We will also determine if any of the required utility relocation work will be participatory.

- P. Utility Clearance & Design Certificate L&D will provide a memo indicating arrangements have been made with the affected utilities and the design meets current standards.
- Q. Bid Documents

L&D will develop draft bid documents using the VTrans bid document template; including an invitation to bid, bid form, bidder instructions, bond form, etc.

- R. Quantities & Estimate Update To reflect changes to the final plans, L&D will update the quantities and the construction cost estimate.
- S. QA/QC

L&D will perform an internal review of the final plans and documents prior to submissions using the VTrans final plan checklist.

T. Submissions

L&D will submit six full-size plan sets, one reproducible scalable half-size plan set and a PDF file(s) for review.

- U. Comment Resolution L&D will summarize the written comments, develop draft resolutions, and meet with the Village to finalize.
- V. Contract Plans / Bidding Services
 - 1. Contract Plans L&D will revise the plans based on Final Plan review comments.
 - 2. Bid Documents

L&D will revise the bid documents, special provisions, and estimate based on the Final Plan package review comments.

3. QA/QC

L&D will perform an internal review of the changes made to the final plans, documents, and estimate.

4. Bid Advertisement

L&D will develop a Bid Advertisement for the Village's review. Comments will be incorporated and a revised version will be provided to the Village for public posting. It is assumed that the LPM will coordinate Contract Plan purchase and distribution, and will be the primary point of contact for bidders.

5. Bidder Questions & Addendum



L&D will address written comments during the bidding phase. These will be done in writing and distributed. It is assumed one (1) addendum during the bidding will be required. L&D will prepare the addendum for the Village's review and distribution by the LPM.

6. Bid Review

L&D will review the received bids for responsiveness and accuracy. L&D will also analyze the bids for accuracy, reasonableness, and whether the apparent low bid is unbalanced. The results of the bid review will include a bid tabulation (spreadsheet format), plus a letter that outlines our conclusions relative to the apparent low bid and provides a recommendation for awarding the contract.

W. General Tasks

1. Progress Reports

With each monthly invoice, L&D will provide a progress report indicating work completed, anticipated work next month, and any outstanding items.

 Subconsultant Coordination L&D will coordinate the activities of its subconsultants during project development and design.

Phase C – Construction Services

- A. Preconstruction Meeting L&D will attend the preconstruction meeting with the LPM, Resident Engineer, Contractor, Village and VTrans officials.
- B. Contractor Submittal Review
 L&D will review contractor shop drawing submittals for those items requiring specialized review (e.g. traffic signal components, light fixtures, etc.)
- C. Design Intent Questions We will remain available during construction to respond to contractor and resident engineer guestions concerning design intent.
- D. Final Inspection Upon completion of construction, we will attend the final inspection for the project.



<u>Table 1</u>
Essex Junction STP 5300(14) - Pearl Street Link
Task & Labor Hour Schedule

таѕк		Principal Dickinson	Proj. Mngr. Rowe	Proj. Engr. Day	Surveyor Henson	Survey & CAD Techs	TOTAL
	PHASE A	A – PROJECT DE	FINITION				
A. Conceptual Design							
1. Monthly Coordination Meetings			10				10
2. Design Criteria & Typical Sections		2	5				7
3. Utility Location & Coordination		5	20	20		10	55
4. Roadway X-Section & Stormwater Mgmnt			10			10	20
5. Traffic Management Plan		5	5				10
6. Base Mapping & Plans			10		10	60	80
7. Streetscape & Lighting Design Elements			10				10
8. So. Summit St Railroad X-ing DT Mtg & Coordir	nation	10	5				15
9. Conceptual Plans							
a. Title Sheet						5	5
b. Typical Sections			5			10	15
c. Cost Estimate			2				2
d. QA/QC Review		2	5				7
e. Conceptual Plan Submittal		5	5				10
f. Comment Resolution		2	5			5	12
B. NEPA Document							
1. Resource Identification			2				2
2. Complete & Submit NEPA CE Checklist		5	10	10			25
PH	IASE A HOURS	36	109	30	10	100	285
Av	g. Hourly Rate	\$42	\$38	\$22	\$38	\$22	
Dir	ect Labor Cost	\$1,512	\$4,142	\$660	\$380	\$2,200	\$ 8,894.00
<u>Subconsultants</u>					Ove	rhead (142.4%)	\$ 12,665.06
All Seasons Excavating (vacuum excavations)		\$ 2,000			F	Fixed Fee (10%)	\$ 2,155.91
Kirick Engineering Associates		\$ 3,000			TOTAL PHASE A	A LABOR COSTS	\$ 23,714.97
Total		\$ 5,000			:	Subconsultants	\$ 5,000.00
						Expenses	\$ 200.00
					TOTAL F	PHASE A COSTS	\$ 28,914.97
	PHAS	E B – PROJECT E	DESIGN				
A. Preliminary Plans							
1. Conceptual Plans							
a. Title Sheet						2	2
b. Sheet Index						5	5
c. Typical Sections			5			10	15
d. Tie & Benchmark Sheet				5		10	15
e. Quantity Sheets			2			10	12
f. Layout & Utility Plans		5	20			40	65
g. Cross-Sections			10			30	40
h. Lighting & Landscaping Plans			10			20	30
i. Signs & Pavement Marking Sheets		5	5			20	30
j. Traffic Signal Design Plans		5				30	35
k. Quantities & Cost Estimate		2	10	40		15	67
I. QA/QC Review		5	10				15
m. Preliminary Plan Submittal		5	5			5	15
n. Comment Resolution		5	10			15	30
B. Subsurface Investigations		2	5	10			17
C. Traffic Signal Design		40	10				50
D. Environmental Permits			5	5			10

	TASK	Principal Dickinson	Proj. Mngr. Rowe	Proj. Engr. Day	Surveyor Henson	Survey & CAD Techs	TOTAL
E.	NEPA Re-evaluation		2				2
F.	Act 250 & Permitting		2	5			7
G.	Public Hearing						
	1. Hearing Plans		5			10	15
	2. Hearing		5				5
н.	Property Owner Visits		40				40
١.	ROW Plan Development						
	1. Title Research/Abstracts				20		20
	2. ROW Plans		5		10	40	55
J.	ROW Acquisition						
	1. Negotiations		20				20
	2. Waiver Valuations & Appraisal	5	5	20			30
	3. Necessity & Compensation Hearings						0
	4. Acquisition		5			10	15
К.	Final Plans	5	40			40	85
L.	Special Provisions	5	20				25
м.	Utility Agreements	2	20				22
Ν.	Utility Clearance & Design Certificate	2	2				4
0.	Bid Documents	5	10	15		10	40
Ρ.	Quantities & Estimate Update	2	10	30			42
Q.	QA/QC	5	10				15
R.	Submissions	2	10			20	32
S.	Comment Resolution	10	20			20	50
т.	Contract Plans & Bidding Services						
	1. Contract Plans	5	20			20	45
	2. Bid Documents	2	10				12
	3. QA/QC	2	5				7
	4. Bid Advertisement		5				5
	5. Bidder Questions & Addendum	2	10				12
	6. Bid Review	2	10				12
υ.	General Tasks						
	1. Coordination Meetings	10	40				50
	2. Progress Reports		10				10
	3. Subconsultant Coordination	140	20	120	20	202	20
		140	408	130	3U 629	382	1150
	Avg. Houry rate	\$42 \$5,880	\$30 \$17 78/	\$2.2	\$30 \$1 1/0	\$22 \$8 404	\$ 36.068.00
Subco	nsultants	, <i>95,000</i>	Ş17,704	Ş2,000	,140 Ονε	rhead (142 4%)	\$ 51 360 83
Kiri	ck Engineering Associates	\$ 5,000				Fixed Fee (10%)	\$ 8 742 88
Har	tgen Archeological Associates	\$ 1,000			TOTAL PHASE F	BLABOR COSTS	\$ 96 171 71
Suz	anne lamele	\$ 2,055					φ 50)17171
O'B	rien & Kaffenberger Inc	\$ 3,000				Subconsultants	\$ 13 255 00
Gre	en Mountain Boring & Coring (soil borings)	\$ 2.000				Expenses	\$ 500.00
	Total	<u>\$ 13.255</u>			TOTAL	PHASE B COSTS	\$ 109 926 71
	PHA	SE C – CONSTRU	CTION				- 105,520.71
	A. Preconstruction Meeting	2	5				7
	B. Contractor Submittal Review	10	15		ļ	ļ	25
	C. Design Intent Questions	10	20		ļ	ļ	20
	D. Final Inspection	2	5		ļ	ļ	7
	PHASE C HOURS	24	45	0	0	0	69
	Avg. Hourly Rate	\$42	\$38	\$22	\$38	\$22	33
	Direct Labor Cost	\$1,008	\$1,710	\$0	\$0	\$0	\$ 2,718.00

TASK	Principal Dickinson	Proj. Mn Rowe	gr.	Proj. Engr. Day	Surveyor Henson	Survey & CAD Techs		TOTAL		
<u>Subconsultants</u>					Ove	erhead (142.4%)	\$	3,870.43		
Kirick Engineering Associates	\$ 1,00	0				Fixed Fee (10%)	\$	658.84		
Total	\$ 1,00	0			TOTAL PHASE	C LABOR COSTS	\$	7,247.27		
						Subconsultants	\$	1,000.00		
						Expenses	\$	100.00		
					TOTAL	PHASE C COSTS	\$	8,347.27		
GRAN	D TOTAL - AL	L PHASES								
					D	irect Labor Cost	\$	47,680.00		
					Ove	erhead (142.4%)	\$	67,896.32		
						Fixed Fee (10%)	\$	11,557.63		
					тот	AL LABOR COST	\$	127,133.95		
						Subconsultants	\$	19,255.00		
					\$	800.00				
			TOTAL COST							

Essex Junction STP 5300(14) - Pearl Street Link Project Schedule

		2014 2015																														
	Overteentee		0.0	20	14 No.		· · ·	December	-	Inc	Eshava		Marca			11	T .		-	20	15	lulu.	A	1	0	T	0	h a a	New			
TASKS	Septembe	er	Uci	tober	NO	vember	_	Decembe	mber January February March April Ma		May		June		July	August		September		UCto	ber	NOVE	amper		Jecember							
Project Kickoff Meeting	С																													\square		\square
Base Plan, Existing Conditions, Utilities																																
Utility Coordination																																
Diagnostic Team Mtg & Railroad Coord.		С																														
Resource Identification (Arch & Historic)																																
Public meeting							Р																									
Concept Design								S																								
Categorical Exclusion								S																								
VTrans / Village review																																
Preliminary Design & ROW Plans																																
Permitting (Act 250)																																
VTrans / Village Review																																1
ROW Acquisition																																1
Waiver Valuations & Appraisal																																1
ROW Certification (by Village attorney)																																
VTrans ROW clearance																																
Final plans & draft contract documents																													S			
VTrans / Village review																																
Contract plans and documents																																
VTrans / Village review & auth. to bid																																1
Advertise for bids (4 week minimum)																																
Bid tabulation, Village review, NOA, NTP																																
Construction																																



P Public meeting

C Committee meeting or coordination

S Submittal date

Design Work in Progress

Action by Village and/or VTrans

ROW Acquisition

Bid period

Construction (exact dates to be determined)

		2016																																		
	TASKS		Janu	iary		February		ry		Mar	ch		Ap	oril		May	y	J	une		July			Aug	ust	Sept	embe	r	Oc	tober	N	oven	nber	ſ	Decer	nber
Pi	oject Kickoff Meeting																																			
Ba	ase Plan, Existing Conditions, Utilities																																			
Ut	ility Coordination																																			
Di	agnostic Team Mtg & Railroad Coord.																																			_
R	esource Identification (Arch & Historic)																																			
P	ublic meeting																																			
C	oncept Design																																			
C	ategorical Exclusion																																			
V	Frans / Village review																																			
Pi	eliminary Design & ROW Plans																																			
P	ermitting (Act 250)																																			
V	Frans / Village Review																																			
R	OW Acquisition																																			
W	aiver Valuations & Appraisal																																			
R	OW Certification (by Village attorney)																																			
V	Trans ROW clearance																																			
Fi	nal plans & draft contract documents																																			
V	Frans / Village review																																			
C	ontract plans and documents																																			
V	Frans / Village review & auth. to bid																																			
A	dvertise for bids (4 week minimum)																																			
Bi	d tabulation, Village review, NOA, NTP																																			
C	onstruction																					Cons	tructio	on										1		

- P Public meeting
- C Committee meeting or coordination
- S Submittal date
- Design Work in Progress
- Action by Village and/or VTrans
 - ROW Acquisition Bid period

 - Construction (exact dates to be determined)



ATTACHMENT D

Specifications for Contractor Services June 2014

CONTRACTOR CONTRACT ATTACHMENT:

Specifications for Contractor Services

Includes:

- **1. ABBREVIATIONS AND DEFINITIONS**
- 2. INDEMNIFICATION
- **3. INSURANCE**
- 4. COMPLIANCE WITH LAWS
- 5. CONTRACTUAL AGREEMENTS
- 6. OPERATIONAL STANDARDS
- 7. PROJECT DEVELOPMENT AND STANDARDS
- 8. PAYMENT FOR SERVICES RENDERED
- 9. AUDIT REQUIREMENTS
- **10. SECRETARY OF STATE**

June 2014

Specifications for Contractor Services

Section 1: ABBREVIATIONS AND DEFINITIONS

Wherever used in these Specifications for Contractor Services or in any documents that these specifications pertain to or govern; abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words, phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

1.01 ABBREVIATIONS.

CADD	Computer Aided Drafting and Design
CFR	Code of Federal Regulations
CPM	Critical Path Method
CSC	Contractor Selection Committee
DBE	Disadvantaged Business Enterprise
EDM	Electronic Data Media
FTP	File Transfer Protocol
LOI	Letter of Interest
RFP	Request for Proposals
SOW	Scope of Work
U.S.C.	United States Code
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency
VOSHA	Vermont Occupational Safety and Health Administration
V.S.A.	Vermont Statutes Annotated
VTrans (VAOT)	Vermont Agency of Transportation

1.02 DEFINITIONS. Wherever in these specifications or in other contract documents the following terms or pronouns in place of these are used, the intent and meaning shall be interpreted as follows, unless that context makes clear that another meaning is intended:

ACCEPTANCE: (Reviews-Acceptances) The Municipality's determination that a deliverable meets the requirements of the contract. The Municipality's determination shall prevail in the interpretation of acceptability.

ACCEPTANCE DATE: The date of the written notice to the contractor by the Project Manager that the project is complete and final payments, if applicable, have been approved as provided by the contract.

AGENCY: State of Vermont, Agency of Transportation, also referred to as VAOT or VTrans.

Specifications for Contractor Services

AGREEMENT: See CONTRACT.

AMENDMENT: A change to a contract that has been reviewed and approved, by signed document, by all parties to the contract.

AUDIT: An examination of the financial accounting and record systems of an entity in accordance with Generally Accepted Governmental Auditing Standards (yellow book), applicable accounting principles, and contract terms.

CALENDAR DAY: A day as shown and sequenced on the calendar, beginning and ending at midnight, as differentiated from work days or other intermittent time references.

COMPETITIVE NEGOTIATION: A means of procurement involving negotiations, based on qualifications, as described in Title IX of Federal Property and Administrative Services Act of 1949, or the formal procedure permitted by Title 19 V.S.A. Section 10a. Any competitively procured contract awarded without using a sealed bid process is considered a negotiated contract.

CONTRACT: A written contract between the Municipality and another legally distinct entity for the provision of service(s) and/or product(s). The term contract includes all such contracts whether or not characterized as a "contract", "agreement", "miscellaneous contract", "letter of agreement", "amendment" or other similar term.

CONTRACTOR: An individual or legally distinct entity providing contractual services and/or products directly to the Municipality.

DIRECTOR: A Division manager within the Agency who reports directly to Vermont's Secretary of Transportation.

DIVISION: A major component of the Agency, headed by a member of the Agency's executive staff. Each Division is subdivided into Sections and Units.

ENGINEERING AND DESIGN RELATED SERVICES: Means program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services with respect to a construction project.

EXTRA WORK OR ADDITIONAL SERVICES: Services determined to be required that are not specified in a contract.

FIXED FEE: A specific amount of money to be paid in addition to the hourly or other rates for the work performed pursuant to a contract which is determined by taking into account the size, complexity, duration, and degree of risk involved in the work. Overruns in the work and/or the duration of the work shall not warrant an increase in the fixed fee.
OVERTIME PREMIUM RATE: Time and one-half or some other multiple for hours worked in excess of 40 hours in a workweek or for hours worked on weekends, holidays, and other times when work is not generally performed.

PROGRESS PAYMENTS: Partial payments made for services performed under the contract as the work progresses, at intervals and within limitations designated in the contract.

PROGRESS REPORT: A comprehensive narrative, graphic and/or tabular document/report, whether in hard copy or electronic format, indicating actual work accomplished by the contractor.

PROJECT: All activities performed and expenditures made to accomplish a specific goal. A contract may encompass part of, or more than, one project.

PROJECT MANAGER (LOCAL PROJECT MANAGER): A Municipal representative responsible for administrative management of a project and coordination of all activities related to the project, including the contract(s) to accomplish the goals of the project.

SCOPE OF WORK: A detailed description of all services and actions required of a contractor in a contract.

STATE: The State of Vermont as represented through and by the Vermont Agency of Transportation.

SUBCONTRACTOR: An individual or legally distinct entity to whom or which the contractor sublets part of the work.

VALUABLE PAPERS: Material bearing written or printed information of importance, utility or service relating to a project or contract. Electronic information is also included.

WORK: The furnishing of all labor, materials, equipment, and/or incidentals necessary or convenient to the successful completion of the contract and carrying out of the duties and obligations imposed by the contract.

Section 2: INDEMNIFICATION

2.01 INDEPENDENCE, LIABILITY. The Contractor agrees, to the fullest extent permitted by the law, that it shall indemnify and hold harmless the Municipality, its officers, agents and employees from liability for damages to third parties, together with costs, including attorney's fees, incurred in defending such claims by third parties, to the extent such liability is caused by the negligent or intentional acts, errors, or omissions of the Contractor, its agents or employees, committed, in the performance of professional services to be provided under this Agreement.

The Municipality is responsible for its own actions. The Contractor is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Municipality, its officers, agents or employees are notified of any claims asserted against it or them to which this indemnification clause may apply, the Municipality or its officers, agents and employees shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification agreement may apply has been filed.

Section 3: INSURANCE

3.01 GENERAL. Prior to beginning any work pursuant to a contract, the Contractor shall have the required insurance coverages in place. The certificate(s) of insurance coverage shall be documented on forms acceptable to the Municipality. Compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the Municipality, must be received prior to the effective date of the contract. The insurance policy(ies) shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Municipality. If the contract is for a period greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy shall name the Municipality and the State of Vermont as additional insured for liabilities arising out of the contractor's actions, errors, and/or omissions under this agreement.

The contractor shall:

- (a) Verify that all subcontractors, agents or workers meet the minimum coverages and limits;
- (b) Maintain current certificates of coverage for all subcontractors, agents and/or workers;
- (c) Where appropriate, verify that all coverages include protection for activities involving hazardous materials; and
- (d) Verify that all work activities related to the contract are covered with at least the following minimum coverages and limits.

3.02 WORKERS COMPENSATION. With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

3.03 GENERAL LIABILITY AND PROPERTY DAMAGE. With respect to all operations performed under the contract, the Contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to: Premises - Operations Products and Completed Operations Personal Injury Liability Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than: \$1,000,000 Per Occurrence \$1,000,000 General Aggregate \$1,000,000 Products/Completed Operations Aggregate \$ 50,000 Fire/ Legal/Liability

The Contractor shall name the Municipality and State of Vermont, and their officers and employees, as additional insured for liabilities arising out of the contractor's actions, errors, and/or omissions under this agreement.

3.03 AUTOMOTOVE LIABILITY. The Contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

The Contractor shall name the Municipality and State of Vermont, and their officers and employees, as additional insured for liabilities arising out of the contractor's actions, errors, and/or omissions under this agreement.

No warranty is made that the coverages and limits required are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that must be met to protect the interests of the Municipality.

3.04 VALUABLE PAPERS AND RECORDS INSURANCE. The contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the Municipality or developed by the contractor, subcontractor, worker or agent, in the event of loss, impairment or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the contractor to, and accepted by, the Municipality.

Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of seventy-five thousand dollars (\$150,000) when the insured items are in the contractor's possession, and in the amount of twenty thousand dollars (\$40,000) regardless of the physical location of the insured items.

3.05 RAILROAD PROTECTIVE LIABILITY. When the contract requires work on, over or under the right-of-way of any railroad, the contractor shall provide and file with the Municipality, with respect to the operations that it or its subcontractor perform under the contract, Railroad Protective Liability Insurance for and on behalf of the railroad as named insured, with the Municipality and State of Vermont named as additional insured, providing for coverage limits of:

- (a) not less than two million dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and
- (b) subject to that limit per accident, a total (or aggregate) limit of six million dollars (\$6,000,000) for all injuries to persons or property during the policy period.

If such insurance is required, the contractor shall provide a certificate of insurance showing the minimum coverage indicated above to the Municipality prior to the commencement of rail-related work and/or activities, and shall maintain coverage until the work and/or activities is/are accepted by the Municipality

3.06 PROFESSIONAL LIABILITY INSURANCE.

(a) **General.** When performing "engineering and design" related services, or upon the request of the State or Municipality, the contractor shall carry architects/engineers professional liability insurance covering errors and omissions made during performance of contractual duties with the following minimum limits:

> \$2,000,000 – Annual Aggregate \$2,000,000 – Per Occurrence

- (b) **Deductibles.** The contractor shall be responsible for any and all deductibles.
- (c) **Coverage.** Prior to performing any work, the contractor shall provide evidence of professional liability insurance coverage defined under this Section. In addition, the contractor shall maintain continuous professional liability coverage for the period of the contract and for a period of five years following substantial completion of construction.

Section 4: COMPLIANCE WITH LAWS

4.01 APPLICABLE LAW: This Agreement will be governed by the laws of the State of Vermont.

4.02 GENERAL COMPLIANCE WITH LAWS; RESPONSIBILITY FOR VIOLATION.

The contractor shall observe and comply with all federal, state, and municipal laws, bylaws, ordinances, and regulations in any manner affecting the conduct of the work and the action or operation of those engaged in the work, including all such orders or decrees as exist at present and those which may be enacted, adopted, or issued later by bodies or tribunals having any jurisdiction or authority over the work; and the contractor shall defend, indemnify and save harmless the State, any affected railroad(s), and any affected municipality(ies), and all their officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, bylaws ordinances, regulations, order, or decree, whether by the contractor in person, its employee(s), or by the contractor's subcontractor(s) or agent(s), or employee(s) or agents thereof.

If the contractor discovers any provision(s) in the contract contrary to or inconsistent with any law, ordinance, regulation, order, or decree, the contractor shall immediately report it to the Local Project Manager in writing.

In particular, but not limited thereto, the contractor's attention is directed to the various regulations promulgated and enforced by the United States, VOSHA, environmental protection, and other resource agencies.

The Contractor shall comply with all applicable Federal, State and local laws.

4.03 SEVERABILITY. Provisions of the contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If for any reason a provision in the contract is unenforceable or invalid, that provision shall be deemed severed from the contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the contract.

4.04 DEBARMENT CERTIFICATION. By signing a contract, the contractor certifies to the best of its knowledge and belief that neither it nor its principals:

- (a) Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any state/federal agency;
- (b) Are not presently suspended, debarred, voluntarily excluded or determined ineligible by any federal/state agency;
- (c) Do not have a proposed debarment pending; and
- (d) Have not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial or termination of the contract, but will be considered in determining the contractor's responsibility. The contract shall indicate any exception, identify to whom or to what agency it applies, and state the date(s) of any and all action(s). Providing false information may result in criminal prosecution and/or administrative sanctions.

4.05 LOBBYING. The contractor certifies, by signing the contract, that to the best of its knowledge, belief, and ability:

- (a) No state/federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any state/federal contract, the making of any state/federal grant, the making of any state/federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any state/federal contract grant, loan or cooperative agreement.
- (b) If any funds, other than state/federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any state/federal agency, a member of Congress, or an employee of a member of Congress in connection with this state/federal contract grant loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (c) That it shall require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontractors, subgrants and agreements under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the contract was made or entered into. Submission of this certification is a prerequisite for making or entering into the contract, imposed by Title 31, Section 1352 U.S.C.

For any contract utilizing funds from the Federal Transit Administration (FTA) totaling more than One Hundred Thousand Dollars (\$100,000) a separate lobbying certificate must be filled out, signed, and submitted by the contractor, at the time of the contract award. The Municipality will provide the certificate to contractors who are required to comply with this obligation. It is the Contractor's responsibility to complete and submit the form. Failure of the municipality to provide the form does not alleviate the Contractor's responsibility.

4.06 DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY REQUIREMENTS. Under the terms of the contract, the expression referred to as DBE shall be considered equivalent

to the Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) as defined under 49 CFR Part 26.

(a) Policy: It is the policy of the USDOT that DBEs shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

(b) DBE Obligation: The Municipality and its contractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. The Municipality and its contractors shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of USDOT assisted contracts.

(c) Sanctions for Noncompliance: The contractor is hereby advised that failure of a contractor or subcontractor performing work under this contract to carry out the requirements established under Sections 4.06 (a) and (b) shall constitute a breach of contract and, after notification by the Municipality, may result in termination of this contract by the Municipality or such remedy as the Municipality may deem appropriate.

(d) Inclusions in Subcontracts: The contractor shall insert the following DBE policy requirements in each of its subcontracts and shall insert a clause requiring its subcontractors to include these same requirements in any lower tier subcontracts that the subcontractors may enter into, together with a clause requiring the inclusion of the DBE policy requirements in any further subcontracts that may in turn be made:

"The contractor or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contractor deems appropriate."

This DBE policy must be included in all subcontracts, and shall not be incorporated by reference.

(e) VAOT Annual DBE Goal: VAOT sets an overall annual goal for DBE participation on federally funded contracts, that is reviewed and revised each year, in accordance with the requirements of 49 CFR Section 26.45. For the specification of the overall annual DBE goal and an explanation of goal-setting methodology, contractors are directed to the VAOT DBE webpage at http://www.aot.state.vt.us/CivilRights/DBE.htm.

4.07 CIVIL RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITES ACT. During performance of the contract, the contractor will not discriminate against any employee or applicant for employment because of race, age, color,

religion, ancestry, sex, creed, sexual orientation, national origin, physical or mental condition, disability or place of birth.

The contractor shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, and Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR chapter 60). The contractor shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR Part 21 through Appendix C. Accordingly, all subcontracts shall include reference to the above.

The contractor shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6, relating to fair employment practices to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this Agreement. Contractor further agrees to include this provision in all subcontracts

4.08 ENVIRONMENTAL REGULATIONS. Any contract in excess of one hundred thousand dollars (\$100,000.00) shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. Part 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. Part 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), that prohibit the use, under non-exempt federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the state, Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

In the event of conflict between these environmental requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

4.09 FALSE STATEMENTS. To assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law (see, e.g., 18 U.S.C. 1020) as well as the laws of the State of Vermont.

4.10 PROMPT PAYMENT.

a. The contractor, by accepting and signing the contract, agrees to fully comply with the provisions of 9 V.S.A. Chapter 102, also referred to as Act No. 74 of 1991 or the Prompt Payment Act, as amended. This will apply whether or not the contract falls under the literal provisions of 9 V.S.A. Chapter 102.

In accordance with 9 V.S.A. Section 4003, notwithstanding any contrary contract, payments shall be made within seven days from receipt of a corresponding progress payment by the Municipality to the contractor, or seven days after receipt of a subcontractor's invoice, whichever is later. Failure to comply constitutes a violation of this contract.

Violations shall be reported to the VTrans Office of Civil Rights for review. Failure to resolve disputes in a timely manner will result in a complaint made to the Agency's Chief of Contract Administration. In the Agency's judgment, appropriate penalties may be invoked for failure to comply with this specification. Penalties may include debarment or suspension of the ability to submit proposals.

b. The requirements of Section 4.10a must be included in all subcontracts.

4.11 CHILD SUPPORT PAYMENTS: By signing the Contract the Contractor certifies, as of the date of signing the Agreement, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

4.12 TAX REQUIREMENTS: By signing the Agreement, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement.

4.13 ENERGY CONSERVATION: The Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Section 5: CONTRACTUAL AGREEMENTS

5.01 ENTIRE AGREEMENT: This Agreement represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect

5.02 ADMINISTRATION REQUIREMENTS. By signing the contract the contractor agrees to comply with the following provisions and certifies that the contractor is in compliance with the provisions of 49 CFR Part 18.36 – Procurement,(i)- Contract Provisions, with principal reference to the following:

- (a) MUNICIPALITY'S OPTION TO TERMINATE. The contract may be terminated in accordance with the following provisions:
 - (1) Breach of Contract: Administrative remedies the Municipality may terminate the contract for breach of contract. Termination for breach of contract will be without further compensation to the contractor.
 - (2) Termination for Cause: Upon written notice to the contractor, the Municipality may terminate the contract, as of the date specified in the written notice by the Municipality, if the contractor fails to complete the designated work to the satisfaction of the Municipality within the time schedule agreed upon. The contractor shall be compensated on the basis of the work performed and accepted by the Municipality at the date of termination.
 - (3) Termination for Convenience: The Municipality may, at any time prior to completion of services specified under the contract, terminate the contract by submitting written notice to a contractor fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so.

When a contract is terminated for the Municipality's convenience, payment to the contractor will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made.

When the Municipality terminates the contract for its convenience, the Municipality shall make an equitable adjustment of the contract price, but in doing so shall include no payment or other consideration for anticipated profit on unperformed services.

However, if a notice of termination for convenience is given to a contractor prior to completion of twenty (20) percent of the services provided for in the contract (as set forth in the approved Work Schedule and Progress Report) the contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to the date of the notice of termination that are in excess of the amount earned under the approved fees to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the Municipality's approval.

The contractor shall make no claim for additional compensation against the Municipality by reason of such termination.

(4) Lack of Funding: If postponement, suspension, abandonment, or termination is ordered by the Municipality because it lacks sufficient

funding to complete or proceed with the project, the contractor may not make a claim against the Municipality in any form or forum for loss of anticipated profit.

- (b) Proprietary Rights: If a patentable discovery or invention results from work performed under the contract, all rights accruing from such discovery or invention shall be the sole property of the contractor. The State and the United States Government shall have an irrevocable, nonexclusive, non-transferable, and royalty free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the contract.
- (c) Publications: All data, EDM, valuable papers, photographs and any other documents produced under the terms of the contract shall become the property of the Municipality. The contractor agrees to allow access to all data, EDM, valuable papers, photographs, and other documents to the Municipality, the State or United States Government at all times. The contractor shall not copyright any material originating under the contract without prior written approval of the Municipality.
- (d) Ownership of the Work: All studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM, photographs, and other material prepared or collected by the contractor, hereafter referred to as "instruments of professional service," shall become the property of the Municipality as they are prepared and/or developed during performance of the work of the contract. If a contractor uses a proprietary system or method to perform the work, only the product will become the property of the Municipality.

The contractor shall surrender to the Municipality upon demand or submit for inspection at any time, any instruments of professional service that have been collected, undertaken or completed by the contractor pursuant to the contract. Upon completion of the work, these instruments of professional service will be appropriately endorsed by the contractor and turned over to the Municipality.

Data and publication rights to any instruments of professional services produced under the contract are reserved to the Municipality and shall not be copyrighted by the contractor at any time without written approval of the Municipality. No publication or publicity of the work, in part or in total, shall be made without the consent of the Municipality, except that contractors may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

(e) Rights and Remedies Additional: The rights and remedies of the Municipality under this article are in addition to any other rights and remedies that the Municipality may possess by law or under this contract.

(f) Decisions Final and Binding: Decisions of the Municipality on matters discussed in this article shall be final and binding.

5.03 PERSONNEL REQUIREMENTS AND CONDITIONS. The contractor shall employ only qualified personnel to supervise and perform the work. The Municipality shall have the right to approve or disapprove key personnel assigned to administer activities related to the contract.

The contractor shall supply resumes for staff proposed to work on assignment(s) under contracts for review, and acceptance, or rejection, by the Municipality. This requirement may be waived if the proposed staff has worked on similar projects for the Municipality in the past. The Municipality retains the right to interview the proposed staff.

Except with the approval of the Municipality, during the life of the contract, the contractor shall not employ:

- (a) Personnel on the payroll of the State or the Municipality who are directly involved with the awarding, administration, monitoring, or performance of the contract or any project that is the subject of the contract.
- (b) Any person so involved within one (1) year of termination of employment with the State or the Municipality.

The contractor warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the contractor, to solicit or secure the contract, and that no company or person has been paid or has a contract with the contractor to be paid, other than a bonafide employee working solely for the contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the contract. For breach or violation of this warranty, the Municipality shall have the right to terminate the contract, without liability to the Municipality, and to retrieve all costs incurred by the Municipality in the performance of the contract.

The Municipality reserves the right to require removal of any person employed by a contractor from work related to the contract for misconduct, incompetence, or negligence, or who neglects or refuses to comply with the requirements of the contract. The decision of the Municipality, in the due and proper performance of its duties, shall be final and not subject to challenge or appeal beyond those described in Section 5.12.

5.04 No Employee Benefits For Contractor: The Contractor understands that the Municipality will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to Municipal employees, nor will the Municipality withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of signing of the Agreement. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use,

and rooms and meals, must be filed by the Contractor, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

5.05 ASSIGNMENTS, TRANSFERS AND SUBLETTING. The contractor shall not assign, sublet, or transfer any interest in the work covered by the contract without prior written consent of the Municipality and appropriate federal agencies, if applicable. Further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the Municipality. The approval or consent to assign, sublet or assign any portion of the work shall in no way relieve the contractor of responsibility for the performance of that portion of the work so affected. Except as otherwise provided in these specifications, the form of the subcontractor's contract shall be as developed by the contractor.

Any authorized subcontracts shall contain all of the same provisions specified for and attached to the original contract with the Municipality. The Municipality shall be provided copies of all signed subcontracts.

5.06 PERFORMANCE AND COMPLETION OF WORK. The contractor shall perform the services specified in accordance with the terms of the contract and shall complete the contracted services by the completion dates specified in the contract.

With the exception of ongoing obligations (e.g., insurance, ownership of the work, and appearances) upon completion of all services covered under the contract and payment of the agreed upon fee, the contract with its mutual obligations shall be terminated.

If, at any time during or after performance of the contract, the contractor discovers any design errors, change(s) in standards, work product, or other issues that warrant change(s), the contractor shall notify the Local Project Manager immediately. This paragraph also applies to those projects that are under construction or have been constructed.

5.07 CONTINUING OBLIGATIONS. The contractor agrees that if, because of death(s) or other occurrences, it becomes impossible to effectively perform its services in compliance with the contract, neither the contractor nor its surviving principals shall be relieved of their obligations to complete the services under the contract. However, the Municipality may terminate the contract if it considers a death, incapacity, or other removal of any principal(s) and/or key project personnel to be a loss of such magnitude that it would affect the contractor's ability to satisfactorily comply with the contract.

5.08 APPEARANCES.

(a) Hearings and Conferences: The contractor shall provide professional services required by the Municipality that are necessary for furtherance of any work covered under the contract. Professional services shall include appropriate

representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its services provided under the contract.

The contractor shall perform any liaison that the Municipality deems necessary for the furtherance of the work and participate with the Municipality, at any reasonable time, in conferences, concerning interpretation and evaluation of all services provided under the contract.

The contractor further agrees to participate in meetings with the Municipality, the State and applicable Federal Agencies, and any other interested or affected participants for the purpose of review or resolution of any conflicts pertaining to the contract. The contractor shall be equitably paid for such services, and for any reasonable expenses incurred in relation thereto, in accordance with the contract.

(b) Appearance as Witness: If and when required by the Municipality, the contractor, or an appropriate representative, shall prepare for and appear in, on behalf of the Municipality, any litigation or other legal proceeding concerning any relevant project or related contract. The contractor shall be equitably paid for such services, and for any reasonable expenses incurred in relation thereto, in accordance with the contract.

5.09 CHANGES AND AMENDMENTS. Extra work, additional services or changes may necessitate the need to amend the contract. Extra work, additional services or changes must be properly documented and approved by the Local Project Manager, or an authorized official delegated this responsibility, prior to initiating action of any extra work, additional services, or changes.

5.10 APPENDICES. The Municipality may attach to these specifications appendices containing various forms and typical sample sheets for guidance and assistance to the contractor in the performance of the work. It is understood that such forms and samples may be modified, altered, and augmented from time to time by the Municipality. It is the responsibility of the contractor to ensure that it has the latest versions applicable to the contract.

5.11 EXTENSION OF TIME. The contractor agrees to perform the work in a diligent and timely manner; no charges or claims for damages shall be made by the contractor for delays or hindrances from any cause whatsoever. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Municipality may decide. Time extensions may be granted only by amendment, and only for excusable delays such as delays beyond the control of the contractor and without the fault or negligence of the contractor.

The contractor may, with justification, request in writing an extension of the allotted time for completion of the work. A request for extension will be evaluated, and if the Municipality determines that the justification is valid, an extension of time for completion of the work may be granted. A request for extension of time must be made before the contractor is in default.

The decision of the Municipality relative to granting an extension of time shall be final and binding.

5.12 RESOLUTION OF CONTRACT DISPUTES. The parties shall attempt to resolve any disputes that may arise under the contract by negotiation. Any dispute not resolved by negotiation shall be referred to the Local Project Manager for determination. If the contractor is aggrieved by the decision of the Local Project Manager, the contractor may file an appeal following the process described below.

- a. This Section sets forth the exclusive appeal remedies available with respect to this contract. The Contractor, by signing the contract, expressly recognizes the limitation on its rights to appeal contained herein, expressly waives all other rights and remedies and agrees that the decision on any appeal, as provided herein, shall be final and conclusive. These provisions are included in this contract expressly in consideration for such waiver and agreement by the Contractor.
- b. A Contractor may appeal any determination regarding the contract by filing a notice of appeal by hand delivery or courier to the Municipal Legislative Body. The notice of appeal shall specifically state the grounds of the protest.
- c. Within seven (7) calendar days of the notice of appeal the Contractor must file with the Municipality a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the appeal. Evidentiary statements, if any, shall be submitted under penalty of perjury. The Contractor shall have the burden of proving its appeal by clear and convincing evidence.
- d. Failure to file a notice of appeal or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to appeal the evaluation or qualified process and decisions thereunder.
- e. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except the Municipal Legislative Body, in its sole discretion, may decide to permit a hearing or argument if it determines that such hearing or argument is necessary for the protection of the public interest. The Municipal Legislative Body shall issue a written decision regarding the appeal after it receives the detailed statement of appeal. Such decision shall be final and conclusive.
- f. If the Municipal Legislative Body concludes that the Contractor's has established a basis for appeal, the Municipal Legislative Body will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the appeal. Such steps may include, without limitation, withdrawing or revising the decisions, or taking other appropriate actions.

5.13 EXCUSABLE FAILURE TO COMPLY WITH TIME SCHEDULE. Neither party hereto shall be held responsible for delay in performing the work encompassed herein when such

delay is due to unforeseeable causes such as, but not limited to, acts of God or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the contract within two (2) years of the originally scheduled completion date, either party may by written notice request an extension of time or terminate the contract.

5.14 NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS. Neither the contractor nor the Municipality shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the contract documents. If either party discovers error(s) or omission(s), it shall immediately notify the other.

5.15 NO GIFTS OR GRATUITIES: Contractor shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the Municipality or the State during the term of this Agreement.

5.16 ADDITIONAL ADMINISTRATIVE REQUIREMENTS:

- (a) <u>Copeland "Anti-Kickback" Act.</u> For any Federal-Aid Contracts or subcontracts for construction or repair, the Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Part 874) as supplemented by Department of Labor Regulations (29 CFR Part 3).
- (b) <u>Davis-Bacon Act.</u> For any Federal-Aid construction contracts in excess of \$2,000, the Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. Section 276a to 267a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5).
- (c) <u>Work Hours.</u> For any Federal-Aid construction contracts in excess of \$ 2,000, or in excess of \$ 2,500 for other contracts involving employment of mechanics or laborers, the Contractor agrees to comply with the Sections 103 and 107 of the Contract Working Hours and Safety Standards Act (40 U.S.C. Section 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).
- (d) <u>Exclusionary or Discriminatory Specifications.</u> Section 3(a)(2)(C) of the UMT Act of 1964, as amended, prohibits the use of grant of loan funds to support procurements utilizing exclusionary of discriminatory specifications.

Section 6: OPERATIONAL STANDARDS

6.01 RESPONSIBILITY FOR SUPERVISION. The contractor shall be responsible for supervision of contractor employees and subcontractors for all work performed under the contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the contract.

6.02 WORK SCHEDULE AND PROGRESS REPORTS. Prior to initiating any work, the contractor shall work with the Municipality's Local Project Manager to develop a work schedule showing how the contractor will complete the various phases of work to meet the completion date and any interim submission date(s) in the contract. The Municipality will use this work schedule to monitor the contractor.

The contractor during the life of the contract shall make monthly progress reports, or as determined by the Local Project Manager, indicating the work achieved through the date of the report. The contractor shall link the monthly progress reports to the schedule. The report shall indicate any matters that have, or are anticipated to, adversely affected progress of the work. The Municipality may require the contractor to prepare a revised work schedule in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days. The revised work schedule shall be due as of the date specified by the Municipality.

6.03 UTILITIES. Whenever a facility or component of a private, public, or cooperativelyowned utility will be affected by proposed construction, the Contractor shall consult with the VTrans' Utility Section and initiate contacts and/or discussions with the affected owner(s) regarding requirements necessary for revision of facilities, both above and below ground. All revisions must be completely and accurately exhibited on detail sheets or plans. The contractor shall inform the Municipality, in writing, of all contacts with utility facility owners, and the results thereof.

6.04 PUBLIC RELATIONS. Whenever it is necessary to perform work in the field (*e.g.*, with respect to reconnaissance, testing, construction inspection and surveying) the contractor shall endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the contractor shall conduct themselves with propriety. If there is need to enter upon private property to accomplish the work under the contract, the contractor shall inform property owners and/or tenants in a timely manner and in accordance with relevant statutes. All work will be done with minimum damage to the land and disturbance to the owner thereof. Upon request of the contractor, the Municipality shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the contractor is acting on behalf of the Municipality.

6.05 INSPECTION OF WORK. The Municipality, the State and applicable federal agencies shall, at all times, have access to the contractor's work for the purposes of inspection, accounting and auditing, and the contractor shall provide appropriate and necessary access to accomplish inspections, accounting, and auditing. The contractor shall permit the Municipality, the State, or representative(s) of the State and applicable federal agencies the opportunity at any time to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the contractor pursuant to the contract.

A conference, visit to a site, or inspection of the work may be held at the request of the contractor, the Municipality, the State, and appropriate federal agency(ies).

6.06 WRITTEN DELIVERABLES/REPORTS. Unless otherwise identified in the scope of work, written deliverables presented under terms of the contract shall be on 8.5" by 11" paper,

consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project, if applicable, and publication date. The report shall have a table of contents and each page shall be numbered consecutively. Draft reports shall be clearly identified as such.

Section 7: PROJECT DEVELOPMENT AND STANDARDS

7.01 PLANS, RECORDS AND AVAILABLE DATA. At the request of the contractor, the Municipality will make available to the contractor, at no charge, all information and data related to the contract.

7.02 DESIGN SPECIFICATIONS, STANDARDS, MANUALS, GUIDELINES, DIRECTIVES, AND POLICIES. The contractor shall comply with all applicable statutes, regulations, ordinances, specifications, manuals, standards, guidelines, policies, directives and any other requirements related to the contract.

In case of any conflict with the items referenced above, the contractor is responsible to ascertain and follow the direction provided by the Municipality.

7.03 ELECTRONIC DATA MEDIA. Contractors, subcontractors, and representative(s) thereof performing work related to the contract shall ensure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage. For those projects that are to be stored on the VTrans plan archival system the following shall apply:

(a) CADD Requirements.

CADD requirements are available in "The Vermont Agency of Transportation CADD Standards and Procedure Manual" on the VTrans web page at <u>http://www.vtrans.vermont.gov</u>. VTrans has developed this manual to ensure that all electronic CADD files delivered to and taken from the Agency are in formats that can be utilized for engineering purposes without modification. VTrans will not accept or pay for any CADD files which do not adhere to the requirements specified in the CADD manual.

(b) VTrans Web Page and File Transfer Protocol (FTP) Sites - Disclaimer.

The files located on the VTrans web page and FTP sites are subject to change. The contractor is responsible for maintaining contact with VTrans to determine if any changes affect the work being produced by the contractor. Although VTrans makes every effort to ensure the accuracy of its work, it cannot guarantee that transferred files are error free. VTrans is not responsible in any way for costs or other consequences, whether direct or indirect, that may occur to the contractor or any subsequent users of the information due to errors that may or may not be detected.

(c) Geographic Information System Requirements.

The contractor shall provide to the Municipality all spatially-referenced digital data developed for or used in a project. Such data shall conform to relevant standards and guidelines of the Vermont Geographic Information System with respect to digital media, data format, documentation, and in all other respects. Copies of the standards and guidelines can be obtained from the Vermont Center for Geographic Information, Inc., 58 South Main Street, Suite 2, Waterbury, VT 05676; (802) 882-3000 or at www.VCGI.vermont.gov.

- (d) Data Specifications.
 - (1) Data structures (databases, data files, and other electronic information) shall provide 4-digit date century recognition. Example: 2016 provides "date century recognition," while '16 does not.
 - (2) All stored data shall contain date century recognition, including, but not limited to, data stored in databases and hardware/device internal system dates.
 - (3) Calculations and program logic shall accommodate both same century and multi-century formulas and data values. Calculations and program logic includes, but are not limited to, sort algorithms, calendar generations, event recognition, and all processing actions that use or produce data values.
 - (4) Interfaces to and from other systems or organizations shall prevent noncompliant dates and data from entering or exiting any State system.
 - (5) User interfaces (*i.e.*, screens, reports, and similar items) shall accurately show 4-digit years.
- (e) General Specifications.

To provide uniform and consistent integration with electronic data transfer, all data, other than specific applications previously mentioned, shall be in Microsoft's Office format. The desktop suite includes word processing, spread sheets and presentations. All transmissions of e-mail must be in Rich Text (RTF) or Hyper Text Markup Language (HTML) format.

7.04 REVIEWS AND APPROVALS. All work prepared by the contractor, subcontractor(s), and representatives thereof pursuant to the contract shall be subject to review and approval by the Municipality. Approval for any work shall be documented in writing.

Approvals shall not relieve a contractor of its professional obligation to correct any defects or errors in the work at the contractor's expense.

The pertinent federal entity may independently review and comment on the contract deliverables. The contractor, through the Municipality, shall respond to all official comments regardless of their source. The contractor shall supply the Municipality with written copies of all correspondence relating to reviews. All comments must be satisfactorily resolved before the affected work is advanced.

Section 8: PAYMENT FOR SERVICES RENDERED

8.01 PAYMENT PROCEDURES. The Municipality will pay the contractor, or the contractor's legal representative, progress payments monthly or as otherwise specified in the contract.

- (a) General: Payment generally will be determined by the percentage of work completed as documented by a progress report of such work. The total percentage of work billed shall be within ten (10) percent of the total percentage of work completed. The percentage of work completed is based on the actual contract work produced, as outlined in the monthly progress report.
- (b) Hourly-Type Contracts: For hourly type contracts, payments will be made based on documented hours worked and direct expenses encumbered, as allowed by the contract.
- (c) Actual Costs and Fixed Fees: When applicable for the type of payment specified in the contract, the progress report shall summarize actual costs and any earned portion of a fixed fee.
- (d) Maximum Limiting Amount Cannot Be Exceeded: The total amount invoiced for the contract and the total amount paid pursuant to the contract cannot exceed the contract's Maximum Limiting Amount.
- (e) Invoices: Invoices shall be submitted to the Municipality's Local Project Manager. The invoice must adhere to all terms of the contract. The "final invoice" shall be so labeled. All invoices must:
 - 1) Be originals signed by a company official and be accompanied by two copies, with documentation for the original and all copies.
 - 2) Indicate the appropriate project name, project number if applicable, and contract number. When applicable, invoices shall further be broken down in detail between projects.

- 3) Be dated and list the period of performance for which payment is requested.
- 4) Include a breakdown of direct labor hours by classification of labor, phases and tasks, if applicable. For reporting purposes, however, the amounts can be combined for phases that are paid from the same funding source.
- 5) Not include overtime rates unless the Municipality's Local Project Manager provides prior written approval, if applicable. Information regarding overtime can be found in 48 CFR Ch. 1, Section 22.103.
- 6) Be accompanied by documentation to substantiate necessary charges. Documentation of all charges must accompany the original invoice and each copy.
- (f) Meals and Travel Expenses: When applicable for the type of payment specified in the contract, reimbursement of expenses for meals and travel shall be limited to the current, approved in-state rates as determined by the State's non-management bargaining unit labor contract, and need not be receipted. Current in-state expense reimbursement rates may be obtained from the Vermont Department of Human Resources.
- (g) Other Expenses: Expenses for the following items will be reimbursed at reasonable rates as determined by the Municipality. In all instances, receipts or bills indicating costs pertaining to the project identified, inclusive of any discounts given to the contractor, must be submitted.
 - 1. Lodging.
 - 2. Telephone and fax.
 - 3. Printing and reproduction.

For printing and reproduction work performed within the contractor's firm, log sheets are sufficient if they clearly indicate the contract or project copies.

4. Postage and shipping.

Contractor shall choose the most economical type of service (regular mail, overnight express, other) workable for the situation. The use of express mail or overnight delivery should be limited to those instances when such expenditures are warranted.

Reimbursement of all other expenses is subject to approval by the Municipality and all other reimbursement requests must include receipts or other documentation to substantiate the expenses. Except as otherwise provided in the contract, all requests for reimbursement of direct expenses must reflect actual costs inclusive of any discounts given to the contractor.

The contractor must attach any sub-contractor invoices, ensure that they adhere to the terms of the contract, and include all necessary receipts and other documentation. **Mark-up on subcontractor invoices is not allowed.**

- (h) Payment Is Not Acceptance: Approval given or payment made under the contract shall not be conclusive evidence of the performance of said contract, either wholly or in part. Payment shall not be construed to be acceptance of defective work or improper materials.
- Payment for Adjusted Work: As adjustments are required for additions, deletions, or changes to the contract, payment for such work shall be in accordance with Subsection 8.02 Payment for Additions, Deletions or Changes and/or any applicable fees set forth in amendment(s) to the contract.
- (j) If the contractor discovers error in a submitted invoice or payment, the contractor shall notify the Local Project Manager of the error prior to the submission of any additional invoices. The local project manager will provide direction on how the error is to be resolved.

8.02 PAYMENT FOR ADDITIONS, DELETIONS OR CHANGES: The Municipality may, upon written notice, require changes, additions or deletions to the work/contract. Whenever possible, any such adjustments shall be administered under the appropriate fee established in the contract based on the adjusted quantity of work.

The Municipality may, upon written notice, and without invalidating the contract, require changes resulting from revision or abandonment of work already satisfactorily performed by the contractor or changes in the scope of work.

If the value of such changes, additions or deletions is not otherwise reflected in payments to the contractor pursuant to the contract, or if such changes require additional time and/or expense to perform the work, the contract may be amended accordingly.

The contractor agrees to maintain complete and accurate records, in a form satisfactory to the Municipality, for any extra work or additional services in accordance with Subsection 6.05 - Inspection of Work. When extra work or additional services are ordered, the contractor shall perform such work or services only after an amendment has been fully executed or a written notice to proceed is issued by the Municipality.

8.03 RELIANCE BY THE MUNICIPALITY ON REPRESENTATIONS: All payments by the Municipality under this Agreement will be made in reliance upon the accuracy of all prior representations by the Contractor, including but not limited to bills, invoices, progress reports and other proofs of work.

Section 9: AUDIT REQUIRMENTS

9.01 – **AUDIT REQUIREMENTS.** All Contractors and subcontractors shall have on file with the VTrans Audit Section a current AF 38 Form and related documentation appropriate for the type and size of contract with the Municipality under this agreement. (See below for a link to the AF 38 Form on the VTrans website).

9.02 – INDIRECT COST CERTIFICATION. All contractors entering into a contract to provide engineering and/or design related services, regardless of amount, must have a current INDIRECT COST CERTIFICATION form on file with the VTrans Audit Section The form is available on the VTrans Contract Administration website, <u>http://vtranscontracts.vermont.gov</u>.

9.03 RECORD AVAILABLE FOR AUDIT. The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the Municipality, the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The Municipality, the State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

Section 10. SECRETARY OF STATE

10.01 REGISTRATION WITH SECRETARY OF STATE. The contractor shall be registered with the Vermont Secretary of State to do business in the State of Vermont if the contractor:

- (a) Is a domestic or foreign corporation.
- (b) Is a resident co-partner or resident member of a co-partnership or association.
- (c) Is (are) a non-resident individual(s) doing business in Vermont in his/her (their) individual capacity(ies).
- (d) Is doing business in Vermont under any name other than the Contractor's own personal name.

This registration must be complete prior to contract preparation. Current registration must be maintained during the entire contract term.



The economic engine of Vermont.

MEMORANDUM

TO:	Village Trustees and Pat Scheidel, Village Manager 📡 📊
FROM:	Susan McNamara-Hill, HR Dir./Clerk/Treasurer
DATE:	October 2, 2014
SUBJECT:	Amendments to General Rules and Personnel Regulations

lssue

The issue is whether or not the Trustees will amend the following sections of the General Rules and Personnel Regulations:

- (1) Section 304.1 Health Insurance; and
- (2) Appendix III Part Time Employee Benefits Implementation.

Discussion

(1) Section 304.1 of the General Rules and Personnel Regulations lists specific dollar amounts that the Village will contribute to health insurance premiums for the two plans offered to Village employees (Platinum and Gold BCBSVT exchange plans). The amounts listed were based on the employees contributing 14% of the premium costs of the BCBSVT Platinum plan as of January 2014 (the 14% was previously negotiated by the Employees' Association). The 2015 renewal rates have been released and premium rates have increased 7% for the Platinum plan and 9% for the Gold plan. If no change is made to the wording in the General Rules and Personnel Regulations, the full cost of the rate increase will be borne by the employees and they will see their premium contribution increase by 50%. By substituting the dollar amount with a percentage, the rate increase will be shared on a prorated basis (86%/14%) by the Village and the employees. The proposed new wording is shown on the attachment.

(2) Appendix III of the General Rules and Personnel Regulations provides a guideline for implementing the part-time benefits negotiated by the Employee Association. There has been some confusion about how employees are to use their benefits. In order to make it clear to employees and supervisors about paying for sick, vacation and holiday hours, the following wording is proposed to be added to Appendix III: (after the definition).

"Paid leave hours are intended to offset, not add to, the employees' normally scheduled paid work week. If an employee has worked their normally scheduled number of hours in a week, they are not entitled to additional paid leave time. The exception is that when a Village paid holiday falls in the work week, the employee shall receive their holiday pay plus pay for all hours worked. Supervisors should consider paid holidays when scheduling part-time staff hours."

<u>Cost</u>

Village cost: The Village will pay an additional 7% of the 86% premium costs for an annual total of \$20,750. (The increase may be reduced if more employees switch from the Platinum plan to the Gold plan). Employee cost: Employees will pay an additional 7% of the 14% premium share for a total annual employee contribution of \$3,350 (total of all employee increase, not per employee).

Recommendation

It is recommended that the Trustees amend Section 304.1 and Appendix III of the General Rules and Personnel Regulations as presented.

304.1. Health Insurance: The Village shall enroll all full-time employees in either the Platinum Standard or Gold Standard BCBSVT health plan covering the employee and dependents of the employee, unless the employee opts out. When an employee terminates, the health plan will terminate at the end of that month in which the employee has their last work day. Benefits will be provided in accordance with Federal law (i.e., COBRA) or state law for civil union partners.

(a) The Village will pay the following [monthly] premium amounts for employees: BCBSVT Platinum plan: Eighty-six percent (86%) of the cost of the medical premium; BCBSVT Gold Plan: a dollar amount equal to 86% of cost of the premium of the

BCBSVT Platinum plan.

....

[up to \$502 for individuals, up to \$968 for Employee & Dependent(s), up to \$1,003 for 2-Person (Employee & Spouse), and up to \$1,409 for families. If an employee chooses a plan with a lower premium than those amounts specified above the Village's premium contribution will be limited to the premium of the plan chosen by the employee. The employee will not be entitled to the difference between the maximum amounts specified above and the premium amount of the plan they choose.]

[(c)](b) The employee contribution to the medical premium [difference between the monthly premium and the amount funded by the Village] will be paid through (pretax) payroll deduction.

[(b)](c) The Village provides a Health Reimbursement Arrangement (HRA) to pay the first \$2,250 of the deductible and co-pay for individuals, and the first \$4,500 of the deductible and co-pay for Employee & dependent(s), 2-person (Employee & Spouse), and families.

(d) If an employee opts out of the Village's health insurance, and provides evidence that the employee has health insurance through another source, 25% of the Village's [applicable] cost of the BCBSVT Platinum plan premium for which the employee is eligible shall be paid to the employee monthly.

Essex Junction Village Offices

(Lincoln Hall)

Building Envelope Evaluation

September 15, 2014

Liszt Historical Restoration, Inc.

I. Introduction

A. The building envelope analyses of the Essex Junction Village Offices, conducted on August 6 & 7, 2014 for the village by Liszt Historical Restoration, Inc. involved a complete notation of observable conditions. These include the visible foundation and load-bearing brick masonry, windows, doors, and wooden elements, as well as the roof and chimneys. This document is arranged by way of a summary of the conditions, presented by elevation and corresponding wings and segments with the focus on poor, failing, or negative conditions. The presentation is in outline form (the numbering proceeds categorically according to the elevation title, region description, and observation(s), followed by the recommendation or prescription(s)), with adjacent photographic examples for most, but not all of the conditions mentioned. Many of the photos are representative of the condition as is typical, although the majority show the problem location for direct reference.

B. For each elevation, suggestions and prescriptions are presented for most of the concerns seen, however common repair methods for frequent problem areas will be assumed in reference to previously noted elevations, unless otherwise indicated in order to minimize needless repetition in this document. Additionally, some areas, such as proper repainting, are obvious. First, a summary of the general widespread issues concerning the building envelope will be addressed in order to present a forensic background for better understanding the specific problems areas. While the focus is the nature of masonry failure and repair, wood, roofing, steel, etc. have been included. The outline also includes photographs of both general and specific areas, however it must be understood that certain conditions will emerge to be seen and addressed as 'typical. Following the outline, a philosophy of approach and outlook toward general scheduling are addressed.

II. Overall state of external envelope

A. Sandblasting:

1. The building has been cleaned by sandblasting in the past and this will present a long-term cause for concern. Sandblasting removes, wholesale, the protective sand-face of the bricks, hastening the decomposition of the external masonry envelope by way of the elements, one sign of which is premature spalling.



2. Many brick throughout the building show signs of spalling, particularly 'salmon' brick used during past repairs. These bricks were never intended for external use, as they experienced less heat during the kilning process and therefore are quite soft in composition. These bricks most often spall and crack earlier, due to their more fragile nature.

B. *Frequent building repairs:* Many of the various repairs made to the building in the past have caused a variety of damage to the Town Offices building and will continue to do so, both in obvious areas and in areas yet fully affected by the seasons and stresses.



1. Portland cement: noted as 'PCM' throughout the document.

a) Portland cement mortars, while useful with modern building products and design, most often prove harmful in the long run to historical edifices.

(1) First, Portland mortars are most often too hard for vintage brick.

(2) With building shift over time, modern mortars crack and do not self-heal. This joint failure allows liquid water into the envelope.

> (a) Additionally, the hard mortars frequently cause spalling and cracking in the bricks, themselves, allowing more liquid water into the envelope and the individual brick, as well.

> (b) Vintage lime mortars, however, are sacrificial and self-healing, to an extent. This protects the brick and ensures that small cracks in the joints will most likely not yield to water-problems. <u>This is the proper</u> <u>remedy and one not in use on Lincoln Hall.</u>

> > (3) Portland

cement mortars trap moisture by blocking vapor transfer during the drying process.

(a) All buildings breathe but the design of historical buildings includes the evaporation of vapor <u>through</u> the materials used.

(b) Portland mortars are known to hold in the liquid mortar within the wall, slowing drying time.

(c) <u>Vintage lime mortars</u> breathe as part and parcel of the process of carbonation and setting of the mortar, hence their world-wide, millennia-old use.

(4) Modern Portland cement hasten freeze/thaw damage because water expands during freezing. This causes spalling of the masonry, among other problems.





(a) The cyclical process continues to allow more and more moisture into the envelope due to the continuing and worsening failure of the mortar and/or the brick, a cycle of decay.

(b) This can yield severe structural damage, as well as aesthetic concerns.

(5) <u>Vintage lime mortars</u>, including judicious use of hydraulic setting lime mortar in the proper locations will be the best way to conduct the vast majority of repairs. I.e., most proper repairs made to historical buildings ought to utilize vintage materials best matching the physical requirements and characteristics of the original materials, thus the use of non-portland cement lime mortar is recommended throughout.

(6) PCM, where used for deep repairs such as brick replacements/rebuilding or when used in structural elements such as jack arches usually require 100% remediation for a proper repair.

> (a) Even if properly repointed over using lime mortar, the PCM, where not failed, will not breathe and the symptoms will again become evident over a few years in most cases.

(b) Since in each region of concern, the PCM is failing in someway, removal necessitates rebuilding in structural elements. PCM is brittle, due to excessive strength, and more failure points will erupt, spreading the problem more quickly.



2. Rusting steel: The natural oxidation process of steel has caused damage as the rust has grown in some areas.

a) Rust expands very strongly, which causes movement and breakage in both bricks and mortar. This hastens the freeze-thaw damage as more and more water penetrates the building envelope.

b) Steel can be scaled of rust and coated with a preventative, if needed. Steel lintels installed on the East Elevation are an example.

C. Other wide-spread masonry issues:

1. Jack-arches throughout the building elevations need attention by either repointing or rebuilding, as noted.

2. Step Cracks are a cause for concern throughout the elevations and require repointing.



3. Slight bulging in the east/west elevations suggest a need for rosettes to be installed to keep the walls erect over the long-term.

D. Woodwork: Rot

1. In several areas of the building sills, lower sashe areas, and trim show signs of rot. In most cases, consolidation and repair is needed at the punky areas.

a) The majority of the window sills across the building require at least minor wood consolidation. *In certain areas either replacement or Dutchmen may be required.*

b) Major focus areas are noted in the elevation details below.



E. Other important water penetration issues

(1) Roof: The roof over the Youth/Senior wing has badly deteriorated.

(a) The shingles have blown off on the south side.

(b) The south roof is badly sagging and the wood trim below shows signs of rot: The sheathing looks to be compromised and likely requires replacement.

(2) Flashing/diverters: The steel flashing on the Youth/Senior wing shows signs of rusting, with some holes: Replace. Diverters can channel water away from problem areas.

(3) Sealant

(a) Sealant is lacking at most junctions of wood & masonry, e.g. windows and doors. The thermal properties of two dissimilar materials are best dealt with by using a good sealant to keep out the weather.



(b) Sealant has failed at the flashing for the chimneys and all over the Youth/Senior wing roof.

2. Paint:

a) Much of the woodwork has been repainted several times over the years, with varying regard to proper preparation of the wood underneath or care for adjacent materials like glass and brick. Underneath, the wood was found to be in varying states of health. A thorough preparation for repainting will reveal the full nature of what will need to be addressed for rot, although much has been identified. The paint likely contains lead, so proper remediation will need to be used in the preparation process.



b) Poor painting technique and lack of care/attention has yielded a plethora of paint drips and stains on the masonry throughout the building.



Gentle cleaning (due to the sandblasting) using an appropriate paint stripper and judicious use of a brick colored stain would clear away and/or hide to shoddy work of the years. (Some paint may not come off without damaging the brick, due to the age of the paint and the removal of the brick's sand face.)

c) Most elevations exhibit staining from rain runoff at the metal shutters around the windows. This may be cleaned. This is a problem with oxidation of the paint over time.


III. East Elevation

A. Foundation:

1. Right-hand corner:

a) Loose corner stones and improper running bond at cornerstone with perpetuating cracks moving upward into the brick.

b) Resetting recommended, along with repointing using appropriate pozzolanic mortar, including the brick above.





2. Failed mortar and PCM throughout the foundation area.

- a) Repoint using pozzolanic mortar: ~ 75'x 2'.
- b) ~ 6-8 stones bonds have failed and will need to be set-in-place.









B. South Wing



- 1. Masonry between the foundation and below 1st floor windows:
 - a) Several areas of mortar failure.



- b) Repointing of ~ 10' sq. recommended at select locations.
- 2. Left-hand cornice projection: Sealant failed at flashing above.

3. Step-crack issuing from cornice projection tracing the gable line: Repoint ~ 8" wide band for ~ 6 l.f.

4. 2nd Floor window on the left:

- a) Arch has dropped and mortar is failing: Rebuild.
- b) Step-crack issues upward ~ 4' ft towards roofline: Repoint.
- c) Sill: Very punky on right side: Replace.
- d) Bad mortar (small) repairs to the left of the window: ~ 1 l.f.



e) About 12-6 count small repairs needed by the conduit.

5. Stepcracks between the left and center upper window: Repoint ~12 linear feet.

6. First Floor Window:

a) Sill and trim require consolidation.

b) Jack arch failing and there is a bulge overhead: Rebuild, including 2' above.



c) Two metal brackets on the right of the window repaired using PCM have cracks/holes: Replace 2 c.t.

7. Gable window:

- a) Requires glazing and consolidation.
- b) One window pane is cracked.
- c) Piece of wood missing: ~ 4.5" radius.

d) Lowest bricks in the arch have severely eroded mortar: ~ 1 l.f. repointing.

e) Mortar joints void beneath sill: ~ 1.5 l.f. repointing.

8. 2nd Floor Center Window:



a) Sill: Ends badly rotted. Replace.

9. 1st Floor Center Window:

a) Sill: Consolidation required with an in-depth repair on the left.

b) Hole in brick filled with PCM: Repair using matching mortar color.

10. 2nd Floor Right window:

a) Parging under the arch is failing: Reparge.



b) Sill: Consolidation required.



- c) Broken bricks (2) to the right repaired with PCM: Replace.
- <section-header><section-header>
 - a) Joint failure above window: Repoint ~ 4' sq.



b) Joint between wings has failed using PCM: Install backer and sealant at corner.

c) Sill: Requires some consolidation.

d) Nearby there are about 12 small PCM repairs and chipped brick: Repair appropriately.

12. Hose Bib:

a) Wood quite punky. Consolidation recommended.

b) Mortar at the bricks above has failed because there is no proper lintel at this opening.



(1) Mortar failures issue to the window above.

(2) Install lintel or a jack arch and repoint above.

C. Central Wing



1. Masonry surrounding the front steps:

a) Spalled brick to the right of entry steps, ~5 c.t.





b) Spalled brick to the left of entry steps, ~ 10 c.t.



- c) Several brick have holes, ~ 9 c.t.
- d) Replace brick and repair damage with appropriate mortar.

2. Masonry between the foundation and below 1st floor windows:



- a) Several areas of mortar failure, including step cracks.
- b) Repointing of ~ 10' sq. recommended at select locations.

3. Main arch.

a) The arch has dropped very slightly and when sounded, resonates as though some bonds have failed.

b) Repointing of the large, continuous joint recommended.

c) Several PCM repairs (~12) at various joints and on chipped/broken brick near the arch. Repair appropriately.



d) Repoint ~22' sq. @ select eroded spots above the arch.

4. Left-hand window, 2nd floor:

- a) Some sill consolidation repair required.
- b) Repoint the top and center joints of the jack arch.

5. Center window, 2nd floor:

- a) Mortar soft and eroded in the jack arch: Repoint 100%.
- b) Sill badly rotted. Replace.
- c) Lower part of trim in need of consolidation repair.

d) Below the sill, there is a very poor PCM repair that is failing: Rebuild 4'x 2.5' recommended.

e) Repoint the ~12' bad PCM repairs between the columns.

6. Center window, 1st floor:

a) Jack arch bulging with stepcracks. Rebuild and repair above, ~16' sq.



b) Sill and lower trim requires a small amount of consolidation repair.

7. Right-hand window, 1st floor:

a) Sill and trim require a small amount of consolidation repairs.



b) Jack arch has dropped and bricks are loose: Rebuild.

8. Right-hand window, 2nd floor:

a) Jack arch joints failing a the horizontal and above - severely cracked: Repoint 100% up to the trim, ~4' x 3'.



b) Sill and lower trim require a small amount of consolidation repairs.

c) Severe bulge under sill from failed PCM repair: Rebuild $\sim 2' \times 3'$.

9. Upper right-hand corner at the northern return:

a) Failed joints: Repoint both faces ~ 1' sq.



b) Failed vertical joint between wings: Cut out and install backer rod/sealant.

D. Hose Bib:

 Wood quite punky and split.
Consolidation repair recommended.

2. Mortar at the bricks above has failed because there is no proper lintel at this opening.

> a) Mortar failures issue to the window above.





b) Install lintel or a jack arch and repoint above. Gravity is pulling the bricks downward. The wood frame has flexed with time, furthermore, the bricks are heavily cantilevered. This will continue to worsen with time and as increasing moisture fills the gaps, enhancing the freeze-thaw cycle.

E. North Wing



1. Southern Return and left-hand column:

a) This segment of the building has been rebuild 100% and/or repointed using PCM over a poured concrete footer. (Very messy craftsmanship.)

b) Many 'salmon' brick were used and they are beginning to see severe weathering. These brick will be the first to spall as they age and should be replaced in a timely manner. Not urgent as of yet. c) Several voids/mortar failures observed at the transition points between the modern rebuild and the original masonry in the joints: Fill with appropriate mortar.

2. Left-hand window, 1st floor:

a) Steel I-beam lintel above the window is badly rusted and has caused the mortar around it to crack and fail.



(1) Bulging wall. Expanding rust will continue to worsen the problem.

(2) The steel should be exposed, scaled down to good metal, and coated with a rust inhibitor and the surrounding masonry rebuilt appropriately.

b) Repointing of about 20' sq. above required, along with about 10 count brick replacement nearby.

- 3. Left-hand window, 2nd floor:
- a) Jack arch has dropped and mortar is soft and failing.

b) Rebuild, including ~2' above.

4. Center window, 2nd floor:

a) Below:

(1) The roof flashing has cracked at the rosette and the sealant has failed: Repair appropriately to minimize further freeze/thaw damage.



(2) Soft/failed mortar and PCM repair joints, along with several loose brick build up to the window sill: Rebuild ~ 10' sq. and repoint PCM joints to the right.

- b) Sill and trim typical: Some consolidation required.
- c) Trim on the left is loose.

d) Jack arch has dropped slightly: Repoint 100% and ~ 9' sq. above due to soft and severely eroded mortar.



e) Repoint around rosette(~1' sq.) and repair 2 holes from old hardware with appropriate mortar.

5. Right-hand window, 2nd floor:

a) Mortar is eroded and soft at the jack arch and above to the trim. Repoint 100%:

~ 20' sq.

b) Sill: Typical.



- 6. Right-hand window, 1st floor:
- a) Steel I-beam lintel above the window is badly rusted and has

caused the mortar around it to crack and fail.

(1) Bulging wall. Expanding rust will continue to worsen the problem.

(2) The steel should be treated as with the other side.

b) Repointing of ~ 50' sq. above lintel required due to failed mortar/PCM repairs.

c) Repointing of area below and to each side of the window required due to failed mortar/bad PCM repairs, ~ 12' sq.





7. Upper right-hand corner of wall:

- a) Deep mortar voids and failures observed.
- b) Repoint ~ 2'x 2' area recommended.

8. Right-hand and left hand-window wells:

- a) Wells are in very bad shape.
 - (1) Mortar cap has broken and pieces are loose in some places.





(2) There are many loose brick and much failed mortar.

(3) Rebuild window wells with weeps and through-wall flashing under caps recommended.

- b) Left-hand window:
 - (1) Trim panel is loose.
 - (2) Some consolidation required.

- c) Doorway:
 - (1) Threshold:
 - (a) Lower area of doorframe slightly punky.
 - (b) Some wood consolidation required.
 - (2) Masonry failure due to erosion and PCM repairs on each side of doorway.



(a) Repoint from slab to 2' high on each side, ~ 12' sq.

(b) Replace ~ 5 spalled brick on the left of the doorway.

(c) Reset ~3-4 loose bricks on the upper right side of doorway.



(d) Both vertical joints have failed: Repoint 7 l.f. each side.



(3) Concrete steps and porch are badly cracked and in need of concrete repair or replacement.



IV. South Elevation

A. Main Building





1. Redstone Foundation:

a) Lower right-hand corner sunken.

b) Repointing recommended to replace old and failing PCM mortar at redstone. Approx. 36'w x 2'h.

2. Region below 1st-floor windows:

a) Spalled and cracked brick up to 4' above foundation: 10 c.t. on the left and 40 c.t. on the right side of the steps.



b) Approx. 30 s.f. of mortar failure due to freeze-thaw and PCM repairs: Repoint recommended.





- a) Badly prepped and painted with failed sealant next to brick.
- b) Woodwork: Several rotten/punky areas observed.

(1) Loose molding and trim on left side at window inset & loose trim on the right-hand return at the window inset.

(2) Bases of wooden elements all rotted somewhat on both sides.

- (3) Rotten panel on the right at window inset.
- (4) Loose dutchman piece on the lower left. Reattach.

(5) Windows at the insets and above door in need of reglazing and cleaning: Very poor paint job.



(6) Spider-web window needs reglazing.

(7) Column tops need consolidation and varying degrees of repair.

4. 1st Floor Windows:

a) 1st window on the left: punky and rotted in places, including the lowest portion of trim.

b) Right-hand shutter is dented on top.



c) Very bad failing PCM repair above lintel and below 2nd floor sill yielding damage to original mortar below: Repointing of 5'x 5' areas between the left windows is recommended.

d) 2nd window from the left: Similar scenario to that listed above.



- e) Badly rotten sill and lowest portion of trim.
- f) 2nd window from the right:
 - (1) Slight consolidation repair recommended for sill.



(2) Very bad repair above lintel with skim-coat of PCM: ~4' x 4' repointing recommended. Skim coats tend to damage any good original mortar underneath, lending the illusion of solidity.

- g) 1st window on the right:
 - (1) Slightly punky sill. Consolidation needed.

(2) Very bad skim-coat PCM repair above lintel failing and causing adjacent old mortar to fail between the two lower right windows: Total region for repoint recommendation is 14' x 1.5'.

h) Bricks above left-most sill missing on either side

5. **3**" peice of Soffit and cornice missing at transition to Senior Center:



Gap allows in insects and weather.

6. Upper left-most corner region: 2'x 2' area of cracked joints requiring repoint. Caused by gap in the buildings. Sealant and new flashing, should be reinstalled between in order to remedy this.

- 7. 2nd-Floor Windows:
 - a) Windows to the left:

(1) Very bad PCM repair failing at jack arches and above: repair, including bulge to the left of the arch due to same bad PCM repair.





- (2) Major repair or replacement of sill needed due to rot.
- b) Center window:
 - (1) Parging under jack arch failed: reparge.







- Windows to the right:
 - (1) 1st window at the right:



Trim on right-side badly split up about 2' high (a) started due to rot.

Sill requires a repair or a dutchman on the right (b) side due to severe rot, in addition to general consolidation repair.

(c) Jack arch PCM skim-coat repair failing: Repair recommended.

Right-hand corner column original mortar (d) eroded and nearby 'repairs' just skim coated covering many actual mortar voids. This is often worse for the masonry than leaving slightly eroded joints, due to the water vapor retention of the PCM and the hidden damage.

(2) 2nd window from the right:

(a) Sill very punky: Wood consolidation repair recommended.

(b) Jack arch and above: Failing poor PCM repair. Rebuild recommended.

(c) Column between the upper windows has badly eroded old mortar joints and poor PCM skim-coated repairs: 3' x 10' repoint recommended.



B. Senior/Youth Center

1. Roof:

a) Most tabs have blown off the shingles.

Urgent!!!

- b) Sagging evident: likely rot in the sheathing.
- c) Flashing looks rusty and compromised.

2. Front Entry:

a) Rot on both sides at the bottom of the doorway in many places.



b) Right side capital trim is quite punky: Consolidation recommended.

3. Both upper left and right capital are quite punky: Consolidation repair recommended.





4. Upper Cornice:

a) Wood is punky and cracked at the center of the building: Consolidation and wood repair recommended.



b)

¹/₂-round above fascia is rotten in the center of the building: Replace rotten portion recommended.

5. Foundation: PCM repairs have cracked and are starting to fail. Repoint recommended using appropriate mortar.

6. Siding: Vinyl siding is beginning to crack. Residing should take place soon.




V. North Elevation

A. Main Building



1. Foundation

a) Mastic covering fieldstone: prevents natural cement from breathing and could yield premature failure due to freeze/thaw of captured water since holes are evident. This does little to stop the flow of moisture via 'damp wicking' from the ground. If holes exist in the mastic, then water retention occurs. Minimally, these voids should be filled with the appropriate mortar. (It may be discovered that there are more pronounced foundation issues below the surface of the ground.) b) Left corner: Mortar void observed- water penetration and internal powdering of mortar from freeze/thaw likely.



2. Brick region at first floor:

a) Right corner: Brick repair using PCM immediately above shows signs of failing by way of cracked and failed joints.





(1) Rebuild using pozzolanic lime mortar and remove surrounding PCM.

(2) See note 2. below for more information.

b) One foot above foundation: Repointed in the past with PCM: Failing in several locations.





Repoint using pozzolanic lime mortar recommended.
 A pozzolanic lime mortar will delay erosion due to the persistence of ice and snow in this area, while maintaining breathability.

- *c)* Step cracks evident below left, center, and right windows.
 - (1) Repoint using lime mortar recommended.





d) Broken/cracked/spalled bricks.

(1) Three (3) broken brick on left-hand column 3' above foundation.

(2) Six (6) broken bricks at western corner.

(3) Replacing broken and cracked bricks can help with water penetration issues over time.



e) Mortar erosion, varying degrees of intensity: ~40 ft. sq.

 Repointing recommended below 8' mark on this elevation for any joints with 'scrapable' mortar (case-by-case) for depths greater than 3/8".
 Joints exhibiting ~¼" erosion likely do not require immediate repoint, however subsequent degradation should be tracked over time. 3. First floor window on the right:

a)

- Area repointed with PCM failed: Step crack between arch

and sill above. Rebuild area recommended.

4. First floor window on the left:



a) PCM repair failed: step cracks up to 2nd floor window from the arch.

b) Arch failing: Rebuild required, plus 2' immediately above.

- c) Wood trim Dutchman:
 - (1) 2 poor repairs at lower 6" on each side of window.
 - (2) Dutchman needed at upper right of trim.

5. Area between first and second floor windows:

a) Most of a 5' run between upper and lower windows badly repointed with PCM, mortar staining.



(1) Such lack of craftsmanship and care exhibited indicates a likely failure in the near future.

(2) Repoint using lime mortar.

b) Repointing work noted above best conducted following jack arch repair, as newly rebuilt areas above jack arches will not need repointing.

6. 2nd Floor Brick Region:

a) Upper western corner badly in need of repoint.



b) Morning dew drips and in this corner regularly, install a diverter at the roof.



- c) Rebuild ~3'x3' area, each side of corner.
- d) Step crack issuing from the jack arch at the window below.

7. 2nd Floor window on the right: Arch looks intact with some mortar damage.

- a) Arch in need of repoint.
- b) Repoint step crack mentioned above.

8. Middle 2nd floor window:

a) Mortar deeply eroded at several joints and rather soft in jack arch, but it looks to be intact.

b) Jack arch in need of repointing, including ~5 linear feet of joints immediately above.





1. Doorway:

a) Jack arch failure and step crack above- Rebuild recommended, including up to 2' above.

b) Door: Wood panel below window is badly rotten, as well as the ¼-round trim particularly down low.

2. Lower corner at transition to senior center: Mortar failure to to salt and freeze-thaw water damage: Rebuild recommended using a pozzolanic lime mortar.



3. Lower 2-3' of wall shows clear signs of salt damage and mortar erosion: Repoint area using pozzolanic mortar recommended.



4. Gap between dissimilar materials at Senior Center transition: Sealant recommended.



5. Brick area between door and 2nd-floor window: Repointing ~5'x4'

area of step cracks recommended.

6. Various small PCM spot-repairs all the way up side adjacent to wooden Senior Center.



7. 2nd-Floor Window: Failing jack arch and masonry up to the soffit.

Rebuild recommended.

8. Wood soffit rotten by the vents, possibly from old roof leak.

C. Newer Addition

1. Some cracking and minor mortar failure and erosion of PCM, as well as a few impact-damaged brick along corner.

2. Spot repoint with PCM appropriate on this portion of the building as needed.





D. Senior/Youth Center 1. Barn Door:



a) Severely rotten by the door handle.

b) Trim next to the brick transition by the lower hinge is rotten.



2. Siding: Vinyl severely cracked with large holes in several places with insulation and old clapboard easily visible. Residing required.







- 3. Trim is rotten by the doors on the return.
- 4. Western corner woodwork is rotten at the base by the drainpipe.
- 5. Drainpipe falling off wall because the clamps are broken.
- 6. Roof:
 - a) Flashing seams failing.
 - b) Shingles buckled and failing: New roof required immediately.
 - c) Holes in the fascia by the gutter on the western return.
 - d) Entryway roof shingles slightly cracked and buckled.

7. Eastern Return:

- a) 2nd Floor Window: Sill and lower trim rotten.
- b) Capital has some rot and mitre joints show a wide gap.
- c) Upper Cornice rotten in spots due likely to failing roof: seams, trim and fascia.



VI. <u>West Elevation</u>



A. Main Building

1. NW Corner

a) PCM repair failing immediately above foundation due to constant drippage off roof which is affecting this whole corner.

(1) Diverter needed at roof.



(2) *Repair corner: ~3'x 3'.*

(3) Cornice, trim, molding at this corner is rotten. Wood repairs recommended.

(4) Mortar badly repaired with sealant and PCM in widespread locations up corner, deterioration:



(5) Repoint up ~15' above foundation recommended.

'Modern' Addition: 2.

Some sign of early mortar failure in spots (~ 25-30 l.f.): Repoint a) using a Type N PCM recommended.



Several joints failing at the CMU foundation: Repoint b) recommended using a Type S PCM.

c) repair modern construction (after ~1930's) in most cases.





Sealant between old and modern building sections failing: Install d) new sealant and backer rod between buildings recommended.

Portland cement mortars are an appropriate product to use to

3. Wall segment above 'modern' addition:

a) Repointing needed around vent grate: ~12" both sides.

b) Repointing needed about 12" below the soffit from the corner of the building to the grill. (~ 9 l.f.).

- c) Mortar is badly eroded and failing about the roofline: $\sim 3'x \ 14'$.
- d) Old roofing tar stain above addition: ~ 2 s.f.
- e) Window above roof:



f) Jack arch has dropped very slightly and bonds are starting to break.

g) Rebuild recommended.

B. Wall segment from 'addition' to fire escape:

- a) Mortar in need of repointing below window-height: \sim 15' x 3'.
- b) At rosette:

(1) Joint has failed up to 13' in height, then proceeds in a stepcrack to edge the nearby window of the left.



- (2) Rebuild area at step crack: ~3'x 5'
- *(3) Deep repoint the entire joint.*



c) Above the emergency door area:



PCM repair has failed with a slight bulge: Repair ~ 3'x
 3' area
 above the

(2) Repoint: PCM repair above light, 5' to the left under the soffit.

(3) Repoint: $\sim 1'x 1'$ area left of the light and above.

(4) Rpoint: Stepcrack with bad PCM repairs in some of the joints to the right of light.

- d) Windows:
 - (1) 1st Floor, 2nd window to left: Replace rotten sill.





(a) Jack arch mortar bonds are weak:

(i)Rebuild recommended.

(b) There are ~ 10 wide, vertical joints that have failed/PCM mortar in the joints: repoint.





1st Floor, 3rd window to the left:
(a) Masonry failing immediately above window because there is no jack arch or lintel: Install one or other recommended.
(b) Savan broken brick line the sides of this

(b) Seven broken brick line the sides of this window: replace.







(3) 1st Floor, below fire escape:

(a) Failed jack arch: rebuild and repoint until threshold above.

(b) Repointing needed at the upper right corner by the drain pipe elbow: $\sim 2'x 2'$.



(4) 2nd Floor, 2nd window to the left:



(a) Mortar showing some signs of failure in jack arch: rebuild or deep repoint.



(b) Badly eroded mortar below window and to the immediate right: ~ 25' sq. repointing recommended.

(5) 2nd Floor, 3rd window to the left:





(a) Jack arch failing: Rebuild including ~ 3'x 4' area above and repoint to roofline following the remaining stepcracks.

(b) Replace rotten sill.

(6) 2nd Floor, 4th window to the left:

(a) Jack arch failing: Rebuild including ~ 3'x 4' area above and repoint to roofline following the remaining stepcracks.



(7) Emergency Doorway:

(a) Bricks below threshold damaged and badly parged: Replace ~ 10 c.t. recommended.



(b) Soffit above emergency door is hanging loosely: attached wood piece more firmly.

2. Wall segment between fire escape and the inside corner:

a) Doorway:

(1) Sealant stains on bricks from an old door and many paint stains.



(2) Mortar failure from salt and freeze/thaw on both sides of doorway: Repoint ~3-4' on each side.

(3) ~ 10 bricks spalling/cracked due to the same, inc. PCM repairs: Replace.



- b) 1st Floor window to the left of the door:
 - (1) Rotten lower side trim is rotten: Repair.

(2) Badly repaired masonry below the window using both inappropriate bricks and mortar show signs of failure and



spalling: Rebuild using the proper materials - ~6'x 2.5' area.

(3) Paint stains surrounding window on both sides: ~ 6 l.f.

(4) Jack arch failing and poor PCM repairs above: Rebuild, including ~ 16" above using appropriate materials.



c) 2nd Floor window closest to the inside corner:

(1) Jack arch mortar failed: Rebuild including 16" above.

(2) Eroded joints and wrong use of repair material (sealant): Repoint ~ 5'x 3' area up to the soffit.

(3) Right-hand at the inside corner needs 100% repoint: ~
 1'x 5' area including failed vertical joints at the corner itself.



(4) Sill: Small wood dutchman needed on the left.



- d) 2nd Floor window, 2nd window to the right:
 - (1) Sagging jack arch with failing mortar bonds: Rebuild.

(2) Above window there are mortar voids under the soffit and several voids between: Repair using appropriate mortar.

(3) Bricks under sill to the left are inset and loose: reset properly.

C. Senior/Youth Center



- 1. Capital trim: Punky. Consolidation recommended.
- 2. Cornice Fascia: Cracked and missing pieces at the capital: repair recommended.



3. Emergency Door: Rotten lower panel with badly rusted kickplate on



a punky threshold: Wood repair for door, replace threshold, and replace kickplate are the recommendations.

4. The siding, while not in as poor condition as the North Elevation, was no doubt installed at the same time and will experience material failure soon enough. Therefore, it should be addressed in the same timeframe as other Elevation's residing.

5. Southern Column: Base is rotten. Wood dutchman repair recommended.



VII. <u>Roof</u>

A. Main Building

- **1.** Copper standing-seam: Newer, looks to be in fine shape.
- 2. Rubber: Newer, looks to be in fine shape.

B. Senior/Youth Center: UGENT - REPLACE IMMEDIATELY! 1. South roof has few shingles left with a large sag indicating compromised sheathing.

- 2. North roof shingles are worn.
- 3. Flashing is rusted with holes in places.
- 4. Sealant has failed.

VIII. <u>Chimneys</u>

- A. Southwest:
 - 1. Masonry bonds largely failed above copper-flashed base.



2. 100% rebuild recommended.

B. Northwest



- 1. Loose and cracked brick observed in the corbelling courses.
- 2. Chimney repointed with PCM but some joints have failed.
- 3. Sealant has failed at the flashing.
- 4. Recommendations:
 - a) Best Rebuild chimney 100% using pozzolanic lime cement.

b) Good - Rebuild corbelling courses, repoint 20% using portland cement mortar, struck to match, install high-quality sealant.
C. Southeast:



- 1. Upper corbelling is failing and some of it loose.
- 2. Mortar is badly eroded.
- 3. Mortar in base extremely eroded and bonds have failed.
- 4. Sealant at the flashing has failed.
- 5. 100% rebuild recommended.

D. Northeast:



1. Corbelling brick are loose.

2. Heavily eroded joints with any failed joints throughout and most damage is at the base.

- 3. Sealant at the flashing is failing.
- 4. 100% Rebuild recommended.

IX. Conclusion

A. Approach

1. The best approach to take in repairing a historical building like Lincoln Hall is one of careful consideration for matching appropriate materials with craftspeople featuring several years of successful completion of like projects using like materials. Today's materials, particularly with regards to masonry construction, are very different than the past and require far more care and knowledge for a proper end-product and lasting value.

2. While there is little that is requiring attention in any kind of emergency capacity, a few elements ought to be addressed prior to others due to liability issues should failure occur. In this case, the chimneys would be of initial concern following, of course, the immediate issue of the Senior Center roof. It is most importantly that the right mindset is applied. Too, often these beautiful old buildings, stocked with a nearly priceless amount of inherent value in terms of the quality of materials and craftsmanship, are mangled by careless tradespeople, chasing mere dollars (the root of the 'skimcoat' repair. One simple look at the (lack of) quality of the more recent paint jobs is enough for anyone with even an inexperienced eye to see the importance here.

3. Ultimately, the artisan must love their craft and understand the value of the dollar over the long-term. Utilising the vintage materials will stretch the value of the repairs and restore the structure to its original simple elegance. Matching materials are important due to the similarity of response to heat and moisture (properties of expansion and contraction). A trust must be built in a step-wise fashion and the first best step is through a thorough checking of references for several years of successful projects using lime cement mortars and historically significant projects.

4. Some items are typical: In general, all of the jack arches will need some sort of repair. All of the sills need at least some consolidation of the wood, if not replacing, but a few could use a dutchman in addition to the consolidation. The portland cement-based mortar should be removed and repointed using lime mortar. Additionally, some 10-15% repointing ought to be done in addition to what has been noted. (There is widespread variation of mortar erosion, in addition to discrete locations containing PCM that ought to be addressed in-situ.) Finally, all the woodwork should be refinished to reveal the actual extent of repair needed, as the many years of paint cover more than could be explored in the scope of this analyses.

B. Schedule

1. Following the rather urgent repair of the Senior Center roof, it would be best to approach the chimney repairs first. They are in various states of degradation, so the liability and risk is highest here, although the possibility of a tremblor or high enough wind to cause them damage is small. Additionally, the installation of the diverter on the Northwest corner roof is imperative to reduce further damage to the wood and masonry of that corner.

2. The general flow will be to begin with the masonry restoration, first. While this analyses covers that which could be readily seen and/or deduced, often hidden conditions are revealed and need to be addressed. This often occurs at the foundation level. The repointing can proceed once the various mortars are matched properly for properties and color, along with the jack arch and other structural repairs. The majority of the woodwork should follow, with preparation for consolidation, wood dutchman, wood element replacement, and painting taking place in close fashion. Once the woodwork is complete, the painting can proceed, followed by the completion of the sealant. Once again, not all construction or building repair companies are created equal. Time and again failed sealant has caused concern for many a client through the dual deaths of leaks and messy work. Again, check references!

3. It would be best to approach the restoration of the building on a elevation-by-elevation basis. Starting with the most innocuous regions, the restoration expert can begin to understand the nature of the structure in a more intimate way by the initial hours spent working the repairs; and that crucial, initial trust can be built between the client and the artisan. The West and North elevations would be an appropriate starting point for the masonry. Similarly, the West and North elevations would be a fine starting point for the woodwork. The elevation-as-a-whole approach produces a comprehensive product and allows the artisan to hone the restoration strategy prior to taking on the larger and more publicly prominent elevations while allowing for budgets to develop. At the end of the restoration for each Elevation, a gentle cleaning will be necessary to remove the dust and the paint stains and streaks. If qualified painters follow afterward, the should not create such a mess.

4. Following the initial work, the next elevation to be addressed ought to be the entire South Elevation, finishing with the siding. The public confidence from an outstanding project will allow the most complex and largest body of work on the East Elevation to proceed smoothly and with strong momentum. Using the proper materials under the careful hands of qualified personnel, the Town Offices at Essex Junction may stand strong another century or more.

C. Final Summary of the Extent of Repairs (approximate):

- 1. New roof and flashing over Senior Center
- 2. Masonry:
 - a) Rebuild all chimneys.
 - b) Reset ~ 15-20 stones. Some could be reset-in-place.
 - c) Repointing:
 - (1) 150 linear feet (l.f.) where specified.
 - (2) 1000 square feet where specified.

(3) Factor about 10% repointing per elevation in spot locations not specified that have PCM, eroded joints, etc.

d) Jack arches:

(1) Rebuilding of 20 arches where recommended, including 16-24" area immediately above.

(2) Repointing where specified (included in repointing estimate).

e) Individual brick replacement: ~60 count.

f) Brick damage from holes: ~30-50 small repairs with 'Jahn Cathedral Stone' custom mortar recommended.

g) Brick rebuild areas not including jack arches nor chimneys: ~100 sq. ft. where indicated.

h) Window wells at East Elevation

3. Concrete: North Wing Steps/Landing at East Elevation in need of major repair.

4. Woodwork:

a) Consolidation repair of window sills and lower trim likely at all windows not needed complete sill replacement.

- b) Replace ~6 windowsills.
- c) Repairs include ~6 wood dutchman at specified locations.

- d) Wood repair and consolidation focii on:
 - (1) Historical doorways at East and South Elevations.
 - (2) Senior Center cornices, fascia, capitals, soffit.
 - (3) Northwest corner of main building.

5. Windows and doors:

- a) Reglazing of ~4 historical windows.
- b) Pane replacement of historical windows: 2.
- c) Clean/scrape old paint off windows.

d) Firescape door: Metal panel, lower frame, and threshold need work.

- e) All doors need some work at lower frame areas near thresholds.
- 6. Paint:

a) Strip and repaint all woodwork to reveal *complete* extent of wood damage. Take lead abatement precautions.

b) Clean brick of paint stains using low-pressure washing and appropriate paint stripper.

7. Sealant:

a) Sealant recommended at all junctions/transitions between dissimilar materials, (i.e., brick and wood, metal and wood, brick and metal flashing, etc.).

b) Sealant recommended at all major transitions between separate masonry elements and large vertical joints where specified.

8. Siding: Senior/Teen Center needs new siding with the priority being the North Elevation.

MEMORANDUM

To: Trustees

From: Patrick C. Scheidel, Village Manager

Date: October 2, 2014

Re: Shared Village and Town Public Works Service Delivery

<u>lssue</u>

The issue is the Village Manager informing the Trustees of the approach that will be taken in the development of the FYE 2016 Public Works Budgets for the Village and the Town.

Discussion

Following on the September 9, 2014 action of the Trustees concerning the adoption of the Shared Services Assessment Study, the Village Manager has instructed the Town Public Works Director to direct the following steps toward the development of a shared Public Works budget for FYE 2016.

- 1) The appropriate Village staff will prepare and submit a Public Works Budget for FYE 2016 in the same relative manner and format as provided for FYE 2015 to the Village Trustees and share the draft FYE 2016 Public Works Budget with Town staff.
- 2) The appropriate Town staff will prepare and submit a Public Works Budget for FYE 2016 in the same relative manner and format as provided for FYE 2015 to the Town Selectboard and share the draft FYE 2016 Public Works Budget with Village staff.
- 3) A combined Public Works Budget, with appropriate areas of shared responsibility and cost, shall be developed by the Town Public Works Director, under direction of the Town/Village Manager and shall submit such shared Public Works Budget for FYE 2016 to both the Village Trustees and the Town Selectboard for consideration.

Cost

A modest amount of administrative time beyond the usual and customary time devoted to annual budget development.

Recommendation

It is recommended that the Trustees accept this informational communication and place it on file.

FYE 16 BUDGETS AND CAPITAL PROGRAM ADOPTION SCHEDULE

October 3, 2014	Finance Director provides Department Heads with budget sheets.
October 14, 2014	Village Trustees set budget goals.
October 20, 2014	Department Heads provide completed capital request sheets to Finance Director.
November 3, 2014	IBM provides FYE 16 estimated water use.
November 7, 2014	Department Heads provide completed budget sheets to Finance Director.
November 10-14, 2014	Finance Director prints out budget summaries for Department Heads. Revisions are made and final printout of budgets and non-general fund project budget summaries are provided to the Manager.
November 10, 2014	Manager presents General Fund Capital Plan to Trustees.
November 17-26, 2014	Manager and Finance Director meet with Department Heads in regard to budgets. Revisions are made and operating budgets and non-general fund capital budgets are prepared for Trustees' consideration.
Week of Dec. 1, 2014	Send water budget to IBM before submitting budget to Trustees.
Week of Dec. 8, 2014	Budget Day with Trustees – (Dec. 9?)
January 13, 2015	Trustees review budgets.
January 27, 2015	Public Hearing on budgets and capital programs.
February 10, 2015	Adopt budgets and capital programs, per Charter, Section 6.06.
February 24, 2015	Adopt Warning for Annual Meeting (17 V.S.A. 2641(a)).
April 1, 2015	Annual Meeting

Budgets/schedule

L 1)



MEMORANDUM

TO:Village TrusteesFROM:Pat Scheidel, Municipal ManagerDATE:October 14, 2014SUBJECT:Trustees Meeting Schedule

TRUSTEES MEETING SCHEDULE/EVENTS

October 28 at 6:30 – Regular Trustees Meeting

Report by Town Community Development Director
 <u>November 10 at 6:30 – Joint meeting with Essex Selectboard</u>
 <u>November 11 at 6:30 – Regular Trustees Meeting – Cancelled</u>
 <u>November 25 at 6:30 – Regular Trustees Meeting – Cancelled</u>
 <u>December 9 at 6:30 – Regular Trustees Meeting – FYE 16 Budget Day in lieu of night meeting?</u>
 <u>December 12 from 6-9 PM – Tree Lighting & Train Hop</u>
 <u>December 23 at 6:30 – Regular Trustees Meeting</u>

MINUTES SUBJECT TO CORRECTION BY THE ESSEX JUNCTION CAPITAL PROGRAM REVIEW COMMITTEE. CHANGES, IF ANY, WILL BE RECORDED IN THE MINUTES OF THE NEXT MEETING OF THE COMMITTEE

VILLAGE OF ESSEX JUNCTION CAPITAL PROGRAM REVIEW COMMITTEE MINUTES OF MEETING September 2, 2014

MEMBERS PRESENT:	Andrew Brown (Chairman); Rick Hamlin, David Nistico,
	Richard Donahey.
ADMINISTRATION:	Lauren Morrisseau, Finance Director & Assistant Village
	Manager.
OTHERS PRESENT:	None.

1. CALL TO ORDER

Andrew Brown called the meeting to order at 5:32 PM.

2. AGENDA

Add: Discussion of meeting date and time.

MOTION by Rick Hamlin, SECOND by Rich Donahey, to approve the agenda as amended. VOTING: unanimous; motion carried.

3. MINUTES

August 5, 2014

MOTION by Andrew Brown, SECOND by Rich Donahey, to approve the 8/5/14 minutes with the following correction(s)/clarification(s):

Page 1, Item #3, Project Spreadsheet, 2nd bullet – change "YYA" to "YYa" with each occurrence, and in the 7th bullet – change "M (Old Colchester Road)" to "M (Grove Street)", and insert "fully" before "paid" to read: "...fully paid by the enterprise funds".

VOTING: unanimous; motion carried.

4. DISCUSS REVENUE GENERATING OPTIONS

Andrew Brown mentioned the spreadsheet reflects a starting point of \$1 million in revenue in one year for the capital fund. Paving projects and renovation projects are not included, and bonded projects and completed projects were removed from the list. Using the formula (\$1 million starting point minus the project cost total then adding in enterprise fund revenue for the project) the financials indicate it will take 10 years to complete every project on the list. Lauren Morrisseau noted engineering cost is split between the enterprise funds and general fund; this needs to be considered with the formula. This year \$410,000 will be contributed to the capital fund (of that amount \$363,000 is slated for projects). By FY2019, \$500,000 will be added. A 5% increase is applied each year. There was discussion of applying a percentage increase to the capital fund contribution each year and calculating the amount needed 10 years out as a simpler way to present the information to the public. There was agreement a format/formula should be developed that takes into account all costs and funding and to apply this to the projects listed in order to decide how many and which projects to do in a year. There are already five projects moving forward due to the bond vote.

There was discussion of not factoring the Old Colchester Road project into the 10 year plan due to the cost (and pushing project out into the future). Rick Hamlin noted the role of the capital committee is to recommend changes to the priority list when warranted. The committee must be prepared to explain to the public that a certain project must be done now or can be delayed.

There was discussion of possible funding sources. It was noted the school impact fee will be eliminated as a revenue source. Lauren Morrisseau stated increasing the percentage applied each year to the amount contributed to the capital fund is an option to help accrue funds faster so more projects can be done, but sensitivity must be given to the bond payments and recent increase in water and sewer rates that the taxpayers must pay. There was mention of raising revenue via impacts fees of some sort or another bond issue as other possible options. Rich Donahey asked if it would be possible to "bundle" projects in the inventory with similar work, such as water lines or road reconstruction work, for another bond initiative.

Rick Hamlin noted VTrans will pave Class 1 roads in 2016 so any work on these roads should be done prior to that time to take advantage of the paving by the state. In light of this information the committee agreed Project UU (Pearl Street bike lane and sidewalk from West Street to Susie Wilson Road) should be advanced on the project list (replace Project T - Old Colchester Road which is of similar cost). The new ranking of UU is 55 due to the value assigned under the Timing/Linkages category. Rick Hamlin urged the village to search for grants for sidewalks and lighting for the project. Also, the town is upgrading the Susie Wilson Road intersection and should be made aware of the village's plan for bike lanes and sidewalks on Pearl Street to Susie Wilson Road.

5. MEETING DATE AND TIME

Andrew Brown requested at the next meeting that the committee discuss possibly changing the meeting day to the third Tuesday of the month.

6. NEXT MEETING

Assignment(s)

- Andrew Brown will do the following:
 - Update spreadsheet to show engineering cost;
 - Remove project "V" (Pearl Street) because the project is covered by the enterprise fund and push out the Old Colchester Road project.

Next Meeting Date & Agenda

- Next meeting: October 7, 2014 at 5:30 PM
- Agenda: Discuss changing meeting day to the 3rd Tuesday of the month

7. ADJOURNMENT

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

The meeting was adjourned at 6:33 PM. *RScty: M.E.Riordan*

MINUTES SUBJECT TO CORRECTION BY THE ESSEX JUNCTION PLANNING COMMISSION. CHANGES, IF ANY, WILL BE RECORDED IN THE MINUTES OF THE NEXT MEETING OF THE COMMISSION.

VILLAGE OF ESSEX JUNCTION PLANNING COMMISSION MINUTES OF MEETING September 18, 2014

MEMBERS PRESENT:	David Nistico (Chairman); John Alden, Andrew Boutin,		
	Nick Meyer, Amber Thibeault. (Diane Clemens was		
	absent.)		
ADMINISTRATION:	Robin Pierce, Development Director.		
OTHERS PRESENT:	John Workman, Mike Plageman, Guy Hunter, Lucy		
	Gibson.		
AGENDA: 1. Call t	o Order		

- 2. Audience for Visitors
 - 3. Additions/Amendments to the Agenda
 - 4. Minutes
 - 5. Public Hearing
 - Major Site Plan Amendment, Two Story Addition, Porch, Walkway Improvements, A.W. Rich Funeral Home, 57 Main Street, John Workman

14

- 6. Other Planning Commission Items
 - Presentation: Town/Village Bike-Pedestrian Plan
- 7. Adjournment

1. CALL TO ORDER

Chairman David Nistico called the meeting to order at 6:05 PM.

2. AUDIENCE FOR VISITORS

None.

3. ADDITIONS/AMENDMENTS TO THE AGENDA None.

4. MINUTES

August 7, 2014

MOTION by Nick Meyer, SECOND by Amber Thibeault, to approve the 8/7/14 minutes as written. VOTING: unanimous (5-0); motion carried.

5. **PUBLIC HEARING**

Major Site Plan Amendment for a two storey addition, porch, and walkway improvements at the A.W. Rich Funeral Home at 57 Main Street in the R-O District by Lamoureux and Dickinson, agent for John Workman, owner John Workman and Mike Plageman appeared on behalf of the application.

STAFF REPORT

The Planning Commission received a written staff report on the application, dated 9/18/14. Robin Pierce stated the property owner needs extra space to keep his business

competitive. The addition will create a private room for families using the funeral service. Impervious surface is being decreased with the removal of an unused pathway and the nonconformity is being decreased with the proposed improvements. A proposed walkway will be made with permeable materials. Regarding the Village Engineer's suggestion to upgrade water and sewer lines, staff is recommending when any future improvements or upgrades are made to this building or the apartments behind the Funeral Home then the water, sewer and other utility lines must be brought into compliance with the Village LDC..

John Alden asked if there are two separate lots. The applicant confirmed there are two lots, 57 Main Street and 59 Main Street.

APPLICANT COMMENTS

John Workman stated as promised the structure will continue to appear as a residence as much as possible for the community and for his family (the family lives on the second floor over the funeral home on the first floor).

There was discussion of the increase in space and possible need for more parking. Mr. Workman explained the increase in space does not mean an increase in business activity. The extra room is to serve the families using the funeral home. Most likely there will only be one funeral at a time. It is difficult to have two calling hours. The existing parking will remain unchanged. In fact an extra parking space is gained with the improvements because an accessible ramp is being removed. The funeral home has a written agreement with the adjacent doctor's office for parking and there is a verbal agreement to exchange use of parking areas when needed between the nearby church and the funeral home (the church uses the funeral home parking when church services are held and the funeral home uses the church parking for funerals). On street parking is available, but this has not been used to date. There are parking attendants to direct guests to the parking areas.

The Planning Commission concurred the building addition will be very attractive. John Workman gave credit to Paula Duke and Mike Plageman for their involvement. The siding will be cedar. There was discussion of lighting. Staff will ensure all lighting is dark sky compliant. The new addition will have four small pillars replacing the existing pillars on the building. Lights will highlight the pillars. There is a small light pole in front of the entrance now which will remain and a lamp pole with a low wattage bulb will be added by the addition. It was noted the applicant must complete the State energy checklist before a Certificate of Occupancy is issued. There was mention of landscaping. John Workman said existing plantings will be saved and replanted.

John Alden mentioned it is not clear if the roof is gable or hipped in the east elevation. Also, the stairway in back and landing with exterior stairs is not shown on the east elevation. The applicant will correct the site plan and architectural plans accordingly.

PUBLIC COMMENT

There were no comments from the public on the application.

MOTION by John Alden, SECOND by Andrew Boutin, to close the public portion of the application for an addition to the A.W. Rich Funeral Home at 57 Main Street by John Workman. VOTING: unanimous (5-0); motion carried.

DELIBERATION/DECISION

Major Site Plan Amendment, Two Story Addition, Porch, Walkway Improvements, A.W. Rich Funeral Home, 57 Main Street, John Workman

MOTION by John Alden, SECOND by Nick Meyer, to approve the site plan amendment to include a two-story addition, porch, and walkway improvements to the A.W. Rich Funeral Home at 57 Main Street by John Workman with the following stipulations:

- 1. All staff comments shall be addressed and satisfied prior to any permits being issued.
- 2. All work shall comply with the Essex Junction Land Development Code.
- 3. All exterior light fixtures shall be dark sky compliant.
- 4. If further work is proposed for the property then water and sewer lines, all other utility lines and driveway access shall be brought into compliance with the Village code existing at the time of the application.
- 5. Proposed landscaping shall meet staff approval before a Certificate of Occupancy is issued.

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

6. OTHER PLANNING COMMISSION ITEMS

Presentation: Town/Village Bike-Pedestrian Plan

Lucy Gibson with Dubois & King presented the update of the bike-ped plan for the town and village (last update was 1994). The following was reviewed:

- Existing and funded networks in the plan;
- Pedestrian network (sidewalks/paths) and gaps to be filled;
- Neighborhood networks for bikes using techniques of shared streets, bike lanes, and protected lanes/paths;
- Bicycle boulevard network through neighborhoods with low speed streets;
- Sharing the street markers, such as "sharrows", side lanes painted a different color from the vehicle lane;
- Traffic calming with landscape islands, speed humps, closure of a portion of the street;
- Future bike network to connect neighborhoods and to connect to paths;
- Bicycle parking;
- Signage to help find bike routes;
- Opportunities at Five Corners created by the crescent connector and possible closure of Main Street to vehicle traffic from just south of Railroad Avenue to Five Corners;

Spreadsheet of significant "big ticket" projects where grants and federal funding is sought plus smaller, lower cost projects that can be done by the village and town.

Forward comments on the plan to Lucy Gibson. There was mention of the plan being posted on the village and town websites. David Nistico noted the village's Capital Plan Committee can rank the projects in the bike-ped plan. Ms. Gibson asked for a copy of the criteria the committee uses to rank projects.

John Alden asked if the town/village bike-ped plan will be part of a regional mapping of bike paths. Lucy Gibson confirmed there is support at the regional level for paths and connections. Local Motion is creating an information pamphlet on bike paths. There are also apps (Trail Link) and Google Maps. John Alden commented the bike/path network map should be an overlay for any development project to see where possible connections can be made.

There was further discussion of bike/path connections relative to upcoming projects in the Village (Pearl Street "missing link", Crescent Connector). Nick Meyer stressed the focus should be on traffic calming at the approach or entrance to residential areas so it is clear to drivers that they are entering a walkable/bikable village. The Planning Commission concurred. It was suggested the bike-ped plan be included in an information packet provided to anyone planning to develop their property so people are aware of the location (existing and planned) of paths/lanes for bicyclists and pedestrians. Robin Pierce suggested that an enlarged Map of the Bike-Ped Plan could be put up in the Village office so that possible residents and developers could see the potential for new paths and/or bike lanes on or close to a property they are considering buying. The PC agreed with this idea.

Train Hop

John Alden volunteered to staff a booth at the Train Hop to discuss the updated municipal plan, bike-ped map, Crescent Connector, and other projects in the village.

7. ADJOURNMENT

MOTION by John Alden, SECOND by Andrew Boutin, to adjourn the meeting. **VOTING: unanimous (5-0); motion carried.**

The meeting adjourned at 7:23 PM.

Rcdg Scty: MERiordan Gmb

MINUTES SUBJECT TO CORRECTION BY THE ESSEX JUNCTION BIKE/WALK ADVISORY COMMITTEE. CHANGES, IF ANY, WILL BE RECORDED IN THE MINUTES OF THE NEXT MEETING OF THE COMMITTEE.

VILLAGE OF ESSEX JUNCTION BIKE/WALK ADVISORY COMMITTEE MINUTES OF MEETING SEPTEMBER 22, 2014

MEMBERS PRESENT: Rick Hamlin, Rosalind Hutton, Jud Lawrie, Jeff Frolik, Eric Bowker

ADMINISTRATION: Darby Mayville, Community Relations and Economic Development Assistant

1. CALL TO ORDER

The meeting was called to order by Rick at 5:46 PM.

2. AGENDA ADDITIONS

None.

3. MINUTES REVIEW

Rick clarified that it was Eric, not himself, who stated that ADL had a bike club. Jud also mentioned that it was Jeff, not himself, who suggested the idea of holding a bike rack contest.

MOTION by JEFF, SECOND by ERIC, to approve the August minutes, with changes. VOTING: unanimous; motion carried.

4. CONTIUE WORK ON BICYCLE FRIENDLY COMMUNITIES APPLICATION

Jeff stated that both Rick and Darby had sent updates to him, and encouraged the rest of the committee to do the same. Jud stated that he would work these updates into the existing matrix.

Rick stated that the group's sole agenda for their next meeting would be focusing on the completion of this application.

5. DISCUSS POTENTIAL HEART & SOUL GRANT APPLICATION

Rick said that he and Darby had written an application to provide funding for the guerilla signage project. This project was chosen due to the fact that the committee had expressed support for it in the past. He felt that it would give the committee a lot of exposure in the community.

MOTION by JEFF, SECOND by JUD, to approve the grant application, and allow for further discussion. VOTING: unanimous; motion carried.

Jud suggested adding a sign example to the application, in order to give the reviewers a better idea of the project. Darby said that she would do this.

Rosalind also suggested that the funds for replacing lost, stolen, or damaged signs be included in the project budget.

6. UPDATE SHORT, MEDIUM, AND LONG RANGE GOALS

Since many of the group's original goals have been completed, Rick asked the committee if they would like to add additional goals to the priority list, or finish the outstanding goals first. Eric mentioned that the committee may find additional things that need to be worked on as they develop the Bicycle Friendly Communities application. As a result of this, the committee decided to address this issue at a later meeting. Rick suggested that the committee consider adding additional goals relating to education.

Jeff asked if the goal of crosswalk signage/flagging was being worked on? Rick stated that the committee may ask for funds to work on this project in the next fiscal year.

Eric, who is on the Recreation Advisory Committee, noted that EJRP recently received a quote for a flashing crosswalk, which would be placed in front of Maple Street Park. Rick noted that a roadway project would be done on Maple Street during the summer of 2014, and that this would be an optimal time to install a flashing crosswalk.

Rosalind said that it would be good to have the trees growing over the street sign on the corner of Main and Church and Pleasant trimmed. Darby said that she would mention this to Public Works Superintendent Rick Jones. Rosalind said that this would help, but that she felt that the signs in this area were much too high to be easily noticed by drivers. Rick said that the standard height for signs is seven feet off the ground. He said that there is a possibility that the signs could be lowered if they are higher than this.

7. FINALIZE STREET SIGN GRAPHCS

The group decided that the term "J-Walk," which was beta tested at the Farmer's Market this summer, was not a success. Jeff showed the committee some signs that other towns have successfully used. The group discussed the pros and cons of several designs.

The committee brainstormed potential locations that they felt that the signs could direct people to. Rick suggested color coding the sign based on type of destination. All agreed that the first push with the signs should be on main roads for maximum visibility. Jeff said that he would do another example sign and bring it to the committee for their review at the next meeting. He added that the signs would include something that stated that the Bike/Walk Advisory Committee had produced them.

Rick suggested including QR codes that linked to specific information on the Bike/Walk Advisory Committee page on the Village website.

Eric suggested the idea of getting local businesses to sponsor signs.

Rosalind asked how walking and biking speed was calculated. Rick said that it is based on a calculator put out by the MUTC, which develops it based on the speed of the bottom third of the population.

Rosalind mentioned that she has received a quote from SB signs, and they estimate that it will cost \$12 to print each 18' by 18' sign.

Rick suggested the name "pedex" for the signage project. He also suggested the idea that these projects not need to have a specific name.

8. DISCUSS SCHOOL OUTREACH

Eric noted that he had presented on biking and walking at the kindergarten orientation at Summit Street School. He discussed potential routes to school, bike parking, and crossing guard locations with incoming families. Rosalind said that she did a similar presentation at Hiawatha. This presentation was especially helpful because most of the parents at the orientation are new to the school system. Both plan to talk to additional families at the upcoming school open houses.

Rosalind mentioned that Summit Street School won a grant to get a bike trailer for students to use bikes during gym class. She said that the trailer will be here from April 27th-May 8th. She hopes that if this project is a success other schools in the district may implement it.

Jeff stated that these activities are important to mention in the League of American Bicyclists grant.

Eric noted that Brownell Library held a bike commuting workshop recently. He asked the other committee members if they had been aware of it. Darby said that she would contact Local Motion, who sponsored the workshop, to let them know that the committee wanted to be aware of future events that they might hold in Essex Junction.

9. PUBLIC INPUT

Jeff asked if the committee intended to advertise for the second vacancy. Rick said yes, and asked Darby if she could include another ad for the vacancies on Front Porch Forum.

10. MEETING SCHEDULE

Next meeting

• October 20, at 5:45 PM.

Agenda Items

- Minutes Review;
- Continue Work on League of American Bicyclists Application;
- Public Input.

11. ADJOURNMENT

MOTION by JUD, SECOND by JEFF to adjourn the meeting. VOTING: unanimous; motion carried.

The meeting was adjourned at 6:46 PM.

Respectfully submitted, Darby Mayville

MINUTES SUBJECT TO CORRECTION BY THE ESSEX JUNCTION TREE ADVISORY COMMITTEE. CHANGES, IF ANY, WILL BE RECORDED IN THE MINUTES OF THE NEXT MEETING OF THE COMMITTEE.

VILLAGE OF ESSEX JUNCTION TREE ADVISORY COMMITTEE MINUTES OF MEETING OCTOBER 6, 2014

MEMBERS PRESENT: Nick Meyer, Warren Spinner, Rich Boyers

ADMINISTRATION: Darby Mayville, Community Relations and Economic Development Assistant

1. CALL TO ORDER

The meeting was called to order at 5:34 PM by Nick.

2. ADDITIONS OR AMENDMENTS TO AGENDA

Darby asked the group to add a resident request to review a fungus sample. All agreed.

3. MINUTES REVIEW

MOTION by Warren, SECOND by Nick, to approve the September minutes. VOTING: unanimous; motion carried.

4. **REVIEW OF RESIDENT REQUEST**

Darby informed the committee that a resident had come to a recent Trustee's meeting with a request to burn yard waste. His reasoning for this request was that it would help to eliminate the fungus growing on various plants and trees in his yard. The Board referred this issue to the Tree Advisory Committee.

At the Trustee's meeting, the resident presented the board with a sample of this fungus. This sample was then given to the Tree Advisory Committee for their review.

Warren examined the fungus and said that it was difficult to determine what it was, due to the fact that the leaf and fungus growing on it were both dead. There was also no label on the sample to indicate what type of plant it came from. He said that the committee could make a better determination with a labeled live sample. He also noted that he did not believe that burning would make any type of difference in the growth of a fungus, and that hauling the waste to CSWD should be sufficient to prevent its spread.

5. FUTURE TREE PLANTING INITIATIVES

Nick said that he would be doing a ride along with Public Works in order to determine optimal planting locations. He also mentioned that he and Elise, who works for the Vermont Urban & Community Forestry Program went to Fleming School to show the students how to identify trees.

6. **PRUNING UPDATE**

Nick stated that Rick Jones, Public Works Superintendent, has received two bids for the pruning. Warren said that he will call Rick later in the week to follow up with him. Both quotes seem fairly reasonable.

Warren mentioned that the Fire Department has some concerns about some trees growing on Pleasant Street. There is also a potential problem tree on School Street.

7. MANAGEMENT PLAN REVIEW

The committee reviewed the management plan paragraph by paragraph making edits.

8. PUBLIC INPUT

None.

9. MEETING SCHEDULE

Next meeting

• November 18th at 5:30 PM

Agenda Items

- Minutes Review;
- Management Plan Review;
- Future Tree Planting Initiatives;
- Pruning Update;
- Public Input.

10. ADJOURNMENT

MOTION by NICK, SECOND by WARREN, to adjourn the meeting. VOTING: unanimous; motion carried. The meeting was adjourned at 7:10 PM.

Respectfully submitted, Darby Mayville

Patty Benoit

Subject:

FW: Prudential Committee Summer meeting highlights.

From: Tim Kemerer [mailto:tkemerer@ccsuvt.org]
Sent: Tuesday, September 23, 2014 9:38 PM
To: George Tyler; Daniel Kerin; Elaine Sopchak; Lori Houghton; Andrew Brown; Patrick C. Scheidel; Susan McNamara-Hill; Lauren Morrisseau; Patty Benoit; Rick Jones; Jim Jutras; wendyh@brownelllibrary.org; cgaboriault@yahoo.com; Robin Pierce; Terry Hass; Darby Mayville; Jack Behlendorf; bdonahue@ccsuvt.org; Liz Subin; gbaker@ccsuvt.org; Erin Knox; abombardier@ccsuvt.org; summitstreetschoolpto@gmail.com; amouretti@comcast.net; rhutton@ccsuvt.org; PC; Zoning Board Adjustments; rhamlin@dlhce.net; nmeyer52@aol.com; linda.simpson7@comcast.net; tjerman@leg.state.vt.us
Cc: Prudential Committee
Subject: Prudential Committee Summer meeting highlights.

Essex Junction Officials:

Please find our latest meeting hilights attached and forward to folks with an interest. We wanted to start sending these out by email as well as on FPF.

Let us know if you have any feedback.

In July the Board met for our summer retreat and received a great presentation on Appreciative Inquiry which is already being used as a strategy to engage people around the CCSU. In August our board approved a plan for us to get training in this method and plans to have public engagement later this year so stay on the lookout for that.

We also completed our annual self evaluation and the main areas we'll be working on are communications and strategic planning.

With the entire CCSU board, we successfully closed the contract negotiations resulting in a 3-year contract with Support Staff and a 2-year contract with the Teachers. Huge thanks go out to the excellent work of the negotiation teams from both the teacher's union and the administration. They really did all the heavy lifting through multiple meetings to reach the first ever unified contract across all of CCSU.

In August we approved moving the second EJRP Preschool classroom to Park St School next year which will bring all of the Preschool to one physical location in 2015. This will continue to put one of our oldest school buildings to great use for the community as we move towards state-mandated universal Pre-K.

September is the month of our school open houses which start this week at ADL. Board members will be present at each open house (sometimes since our own children go to that school). So please do look for us there to give your feedback or ask any questions. As always we are also available by email any time thru our CCSU email addresses.

Have a great Fall!

Tim Kemerer (on behalf of the Prudential Committee)

Regards, Tim Kemerer Prudential Committee Board Member tkemerer@ccsuvt.org



89 Main Street, Suite 4 Montpelier, Vermont 05602

Please get directions online:

Lake Morey Resort Fairlee, Vermont (www.lakemoreyresort.com/Direct ions.html)

http://maps.google.com/ http://mapquest.com/ http://maps.yahoo.com/

FALL SELECTBOARD INSTITUTE

Saturday, November 8, 2014 Lake Morey Resort Fairlee, Vermont PRSRT STD U.S. POSTAGE PAID MONTPELIER, VT PERMIT NO. 358

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Village of Essex Junction

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GEORGE TYLER Village President ESSEX JUNCTION VILLAGE 2 LINCOLN ST ESSEX JUNCTION VT 05452-3154

FALL SELECTBOARD INSTITUTE - SATURDAY, NOVEMBER 8, 2014

WHO SHOULD ATTEND AND WHY

The *Fall Selectboard Institute* will expand our training on the unique roles and responsibilities of Vermont selectboard members. This workshop includes timely town meeting preparation topics of drafting articles, preparing the warning and dealing with petitioned articles, as well as calculating and managing overtime and compensatory time-off, overseeing a municipal land use program, and municipal bonding. Designed for both newly elected and seasoned members, the program is highly interactive and allows members to learn from each other's experiences.

Presentations and Speakers:

- Preparing for Your Town Meeting Gwynn Zakov, Staff Attorney I VLCT Municipal Assistance Center
- The Selectboard's Role in Planning and Zoning Garrett Baxter, Senior Staff Attorney VLCT Municipal Assistance Center
- The Vermont Municipal Bond Bank: A Resource for Municipalities Robert W. Giroux, Executive Director Vermont Municipal Bond Bank
- Overtime and Compensatory Time-Off: Legal Requirements and Best Practices ^Carah Jarvis, Staff Attorney II ...CT Municipal Assistance Center

REGISTRATION FEE (PER PERSON):

\$60.00 VLCT	PACIF Members
\$90.00	VLCT Members
\$150.00	Non-Members

PLEASE REGISTER By October 31.*

To see a detailed agenda and register online, visit vlct.org/eventscalendar, and click on the workshop title.

Questions? Contact VLCT at 800-649-7915 or info@vlct.org.

* Please include an additional \$10.00 per person for registrations received after the deadline above. For a full refund, please cancel in writing by the same deadline.

REGISTRATION BEGINS AT 8:30 A.M. THE WORKSHOP ENDS AT 2:50 P.M. A LIGHT BREAKFAST AND LUNCH ARE INCLUDED.

Patty Benoit

Subject:

FW: TY

-----Original Message-----From: Miles and Nancy Heller [mailto:nmheller@comcast.net] Sent: Tuesday, September 30, 2014 2:12 PM To: Patrick C. Scheidel Subject: TY

Dear Pat,

We would like to thank everyone associated with the road rebuilding project on Woods End Drive. You picked the right contractor to do the job. Ben, the engineer, kept us up to date daily on what was going to happen and where it was going to happen. He is a first class person who treated everyone with respect and he kept interruptions to our routines to a minimum. If you haven't had a chance to see the completed project, it is worth your time to do so. It has made the entire street more appealing, especially with ther disappearance of the "sink hole" which always appeared in winter. I am sure that the project has had a positive impact on property values on Woods End Drive which should please everyone.

Miles & Nancy Heller 20 Woods End Drive Essex Junction, VT 05452

Patty Benoit

Subject:

FW: School Street project

-----Original Message-----From: Linda [mailto:mckenna.linda@gmail.com] Sent: Wednesday, October 01, 2014 7:22 AM To: Patrick C. Scheidel Subject: School Street project

Mr. Scheidel, I wrote to you in August to express my gratitude regarding the professional and personal service of Ben Heath. He has continued to help in any way possible to make this project livable for us. I don't imagine that this is new information for you, but I hope that you appreciate and support him as he bridges the gap between the village administration and residents with kindness and respect. Linda McKenna, 9 School Street

MINISTRATION:

WD owns and oversees 10 solid waste or recycling facilities in Chittenden County for its 18 member municipalities. A Board of Commissioners, who sets policy and oversees financial matters, governs CSWD. One Commissioner is appointed by each member community.

THE BOARD OF COMMISSIONERS OFFICERS include: Chair Paul Stabler of South Burlington; Vice Chair Michelle DaVia of Westford, and Secretary/Treasurer Alan Nye of Essex. EXECUTIVE BOARD MEMBERS include Paul Stabler, of South Burlington, Michelle DaVia of Westford, Alan Nye of Essex, Craig Abrahams of Williston, and Chapin Spencer of Burlington. CSWD GENERAL MANAGER is Thomas Moreau.

FINANCES:

The unaudited FY14 General Fund expenditures were \$8.31 million and the revenues were \$9.23 million. This represents a \$63,000 decrease in expenditures (0.9%) and an \$834,000 (9.9%) increase in revenues compared with the FY13 General Fund operating results. The primary factor in the expenditure decrease is the lower costs associated with persistent herbicides in Green Mountain Compost (GMC) products in FY14 as compared with FY13. These lower costs were partially offset by cost increases in several other programs, most notably the Drop-Off Centers (DOC) and the Materials Recovery Facility (MRF). Of the \$834,000 revenue increase for FY14 over the prior year, \$530,000 is Solid Waste Management Fee revenues. While the tonnage of material subject to this fee increased only 1% over FY13, the revenue is up almost 20%, because the perton rate was increased from \$22.06 to \$27.00 effective September 1, 2013 (two months after the start of FY14). Also, DOC revenues were \$190,000 higher (11%) in FY14 vs. FY13, primarily due to tip fee rate increases that went into effect at the start of FY14.

SIGNIFICANT CHANGES/EVENTS:

In FY14, CSWD's major initiatives were: 1) to continue to work on the Consolidated Collection proposal that ghs the advantages and disadvantages of municipal contracts for trash collection in Chittenden County and hold public information meetings with citizens and our member communities; 2) to work in the Vermont Legislature towards the passage of Act 175 that mandates the recycling of certain construction and demolition materials that have established markets and meet minimum tonnage and proximity to facilities requirements; 3) to assist in the passage of a battery product stewardship bill by the Vermont Legislature that will facilitate the recycling of these items throughout the state; 4) to complete work on a consultant study evaluating residential curbside collection of organics in terms of economic and environmental impacts for various scenarios; 5) to oversee a contract to upgrade the equipment at our Materials Recovery Facility (MRF) and to negotiate a revised operations contract; 6) to implement a higher solid waste management fee (5-year projection) due to lower trash volumes subject to our fee; 7) to prepare a succession plan for a new General Manager due in early 2016; and 8) to initiate a new 5-year strategic plan.

ONGOING OPERATIONS:

DROP-OFF CENTERS located in Burlington, Essex, South Burlington, Milton, Williston, Richmond, and Hinesburg are available to District members who prefer to self-haul their trash and recyclables. Drop-Off Centers collected 3,116 tons of recyclables, a decrease of 0.38% from FY13, and 6,326 tons of household trash during FY14, a 0.11% increase from FY13.

The MATERIALS RECOVERY FACILITY in Williston is owned by CSWD and privately operated by Casella Waste Management. In FY14, 40,465 tons of recyclables were collected, sorted, baled, and shipped to markets. This represents a 1.43% increase from the previous year. The average sale price for materials was \$93.75 per ton, which is a 1.96% decrease over last year's average.

The ENVIRONMENTAL DEPOT and the ROVER are CSWD's hazardous waste collection facilities for residents and businesses. In FY14, 9,435 households and 670 businesses brought in 605,817pounds of waste that re collected and processed at these facilities. This included 63,390 pounds (6,339 gallons) of latex paint reended and sold as "Local Color", 8,082 pounds of leftover products given away through the "Hazbin" reuse program, and 128,000 pounds (12,800 gallons) of latex paint processed for recycling in Canada and Illinois. FY14 was a good year for CSWD's COMPOST facility. Spring 2014 marked the first time in over a year that bulk compost was available for sale to the public following the discovery of persistent herbicides in compost in 2012. Customers reported great results from growing in the new batches of compost and topsoil. Staff

tinued their efforts to research and educate around the presence of persistent herbicides in commercial composts everywhere. Ongoing testing and recipe modifications have translated into abundant saleable very high quality material. FY14 marked the launch of bag-your-own compost which extends the convenience of purchasing compost to customers with smaller gardens and no means of hauling large volumes. Compost inputs have continued to increase steadily as awareness around compost continues to spread and large generators are mandated to divert materials through Vermont's new Universal Recycling law. FY15 will mark a return of compost to garden centers as well as a return of the complete bagged product line. A total of 9,684 tons of material was accepted for composting in FY14 which included 3,629 tons of diverted food.

CSWD brokered 13,784 wet tons of sewage sludge for our member communities in FY14, which is 1.7% more material than last year. Most of the sewage sludge generated from the Essex Junction WWTF was landfilled over FY 14 due to a plant upgrade. The City of South Burlington's thermo-meso anaerobic digestion, 2PAD system, generated class "A" product which was distributed to local farms for land application, beneficial reuse, starting in October of FY 14. CSWD entered a 5-year contract with Casella Organics to send at minimum 78% of the sludge brokered by the district to a beneficial reuse facility called Grasslands, located in Chateauguay, NY. The BIOSOLIDS program is also looking at a sludge characterization study to optimize the beneficial reuse of the districts material for the future of the program.

MARKETING -

CSWD participated in a state-wide working group that developed symbols and language for communicating Act 148 mandates consistently statewide. The group was made up of Solid Waste Management (SWM) entity staff, ANR staff, and interested stakeholders, including some haulers. • We turned our attention to upgrading our event waste



reduction toolkit to include more clear information, better tools, and fresh ways of getting people interested in iting on waste-free events. • Every two years we send out an encyclopedic booklet detailing how to best unspose of recyclables, compostables, reusables and trash. The 2014-2016 book went out at the end of June, 2014. • We focused on how to revive the Green Mountain Compost brand after a two-year hiatus on the heels of the discovery that persistent herbicides had found their way into our compost. That two years was spent working with state and federal regulators, the chemical industry, and experts from around the country to set up a firewall of sorts to prevent a reoccurrence. Our transparent treatment of the issue has helped maintain our customers' trust. Our new protocols, testing, and on-site growth trials have yielded compost that we can stand behind with confidence, leaving us well positioned to reenter the market in Fall 2014. • Our part-time Web & Marketing Specialist position became full-time, which led our current specialist, Veronika Travis, to depart so she could focus more fully on her career path as a pastor. We wish her well as we crack into over a hundred resumes to find the best fit for the position.

A variety of EDUCATIONAL PROGRAMS and tools are available to assist residents, schools, municipalities, organizations, and businesses to reduce and properly manage their wastes. The CSWD Hotline (872-8111); Website: (www.cswd.net), e-newsletter, presentations, technical assistance, displays, workshops, facility tours, informational brochures, recycling bins and compost collectors (9,100 distributed), signage, discount compost bins, special event container loans, and grants (\$8,500 awarded) are part of this positive community outreach.

Thousands of employees, residents, students, and others were impacted by CSWD's business, school and youth, and community outreach programs.

RESEARCH AND DEVELOPMENT efforts, which have dual goals of reducing the amount of waste generated and landfilled along with making programs more convenient and cost-effective, focused on recycling and composting incentives and collection, trash collection systems, and markets for recyclables.

CSWD provides funding and staff time to support GREEN UP DAY efforts in Chiltenden County. In May, 38 is of litter, 2,648 tires, and 6.5 cubic yards of scrap metal were collected. CSWD covered the \$6,200 cost for accycling the tires and waived its fee on disposed litter. CSWD also contributed \$4,050 to Green Up Vermont on behalf of its member municipalities for bags, posters, and promotion. The COMMUNITY CLEAN UP FUND helps members keep their communities clean and litter free throughout the year. \$4,600 were expended by CSWD's member municipalities.

NEWS RELEASE

Champlain Water District (CWD) 403 Queen City Park Road, South Burlington, VT 05403

Contact:Jim Fay, CWD General ManagerorRay Raposa NEWWA Exec. Dir.Phone:(802) 864-7454 ext. 103Phone: (508) 893-7979 ext 225Email:jimf@cwd-h2o.orgrraposa@newwa.org

FOR IMMEDIATE RELEASE:

Champlain Water District - Best Tasting Water In New England

The Champlain Water District is very proud to report in a blind taste test contest held at the New England Water Works Association's (NEWWA) Annual Conference on September 23rd; CWD was named the best tasting water in New England among the ten participants. The "Best Drinking Water" trophy is presently on display at CWD's Water Treatment Facility at 403 Queen City Park Road in South Burlington, VT.

"We were pleased that Champlain Water District came out on top at our competition," said Raymond J. Raposa, NEWWA executive director. "Out of ten entries, including some of the region's largest utilities from across New England, Champlain Water proved to be the most aesthetically pleasing, best tasting, and overall number one."

Three independent judges studied, tasted, and graded all entries, which were only identified by a number. As the New England winner, Champlain Water District now qualifies to send a sample of its water to the American Water Works Association's annual conference and exhibition being held in Anaheim, California, in June 2015 to compete in the North American competition that will have water samples from across the U.S. and Canada all vying for the title of best tasting water in North America.

"Receiving this award highlights the commitment of our employees and elected governing Board to water quality, as we continue to strive to provide a safe and aesthetically pleasing drinking water to our 70,000 customers in Chittenden County," said Jim Fay CWD General Manager.

The New England Water Works Association is a nonprofit, independent, member-driven organization dedicated to serving the region's water works professionals and the public interest. It is the oldest and most active regional water works association in the United States. For more than a century, NEWWA has worked to improve and sustain public water supplies, protect public health and safety, and advance the water supply profession. Visit us at newwa.org.

MINUTES SUBJECT TO CORRECTION BY THE ESSEX JUNCTION BOARD OF TRUSTEES. CHANGES, IF ANY, WILL BE RECORDED IN THE MINUTES OF THE NEXT MEETING OF THE BOARD.

VILLAGE OF ESSEX JUNCTION BOARD OF TRUSTEES MINUTES OF MEETING September 23, 2014

BOARD OF TRUSTEES:	George Tyler (Village President); Andrew Brown, Dan
	Kerin. (Elaine Sopchak and Lori Houghton were absent.)
ADMINISTRATION:	Pat Scheidel, Municipal Manager; Lauren Morrisseau,
	Assistant Manager & Finance Director; Jim Jutras, Water
	Quality Superintendent; Robin Pierce, Community
	Development Director; Rick Hamlin, Village Engineer;
	Darby Mayville, Community Relations & Economic
	Development Assistant.
OTHERS PRESENT:	Brad Aldrich, Boris Srostlik, Jason Starr.

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

Village President, George Tyler, called the meeting to order at 7 PM.

2. AGENDA ADDITIONS/CHANGES

Add under New Business:

- Second Alternate Representative to CCRPC
- Heart & Soul Mini-Grants for Downtown Charrette, Bike/Ped Signage and iPad for Fire Department

Add under Old Business:

• Lease with Railroad for Multi-Use Safety Path Add to Reading File:

• Email re: Speed Tables & Keep Kids Alive Drive 25 Cones

Add to Consent Agenda:

• Waiver for Bonfire/Parade/Fireworks at Homecoming Event Delete from Reading File:

• Lease with Railroad for Multi-Use Safety Path

3. <u>APPROVE AGENDA</u>

MOTION by Dan Kerin, SECOND by Andrew Brown, to approve the agenda as presented. VOTING: unanimous (3-0); motion carried.

4. **GUESTS, PRESENTATIONS, PUBLIC HEARINGS**

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

5. OLD BUSINESS

1. Bid Award for Co-Generation Installation at Waste Water Facility Jim Jutras reported three bids were received for the co-gen installation. The lowest bid was Kingsbury Co., LLC. The company did the high school pump station. Staff is recommending accepting the bid from Kingsbury.

MOTION by Dan Kerin, SECOND by Andrew Brown, to award the methane cogeneration installation project to Kingsbury Companies, LLC in the amount of \$200,463. VOTING: unanimous (3-0); motion carried.

2. Revision of Septage Receiving Policy at Waste Water Facility

Jim Jutras explained while construction at the waste water treatment facility was underway non-permit required septage receiving was stopped. Construction is now complete and the policy can be reinstated with some language clarifications. The revised policy will be sent to firms using the facility.

MOTION by George Tyler, SECOND by Dan Kerin, to approve the Essex Junction Waste Water Treatment Facility Septage Receiving Policy. VOTING: unanimous (3-0); motion carried.

3. Update on Pearl Street Link Project

Rick Hamlin and Robin Pierce reported the Pearl Street "link" project is on schedule. The scope and fee from Lamoureux & Dickinson was received and approved by VTrans. There was discussion of coordinating road projects in the village scheduled in 2016 to avoid tearing up newly completed paving.

Jason Starr asked if the streetlights will continue from the fairgrounds to Five Corners. Rick Hamlin confirmed this. Dan Kerin asked about street trees. Robin Pierce said staff has contacted property owners along Pearl Street regarding planting trees.

4. Lease with Railroad for Multi-Use Safety Path

Robin Pierce reported staff is in the process of comparing the railroad's lease to existing leases to identify any changes. The railroad is in support of the path, but negotiations are ongoing.

MOTION by Dan Kerin, SECOND by Andrew Brown, to approve the \$4,500 first year lease fee and the ongoing \$3,500/year lease fee beginning Year 2, and further, to authorize the Municipal Manager and staff to enter into formal negotiations with New England Central Railroad and execute the lease. VOTING: unanimous (3-0); motion carried.

6. <u>NEW BUSINESS</u>

1. Request to Amend Regulation of Public Nuisance Ordinance re: Open Burning Pat Scheidel explained the request from a village resident is to allow an open burn in the spring and fall to manage yard waste. The Fire Chief is concerned about the impact of burning in a high density residential area and recommends the ordinance not be changed.

Boris Srostlik, Grove Street, said he is requesting permission to burn yard waste to get rid of fungus that is destroying plants and foliage in his yard and the surrounding neighborhood. Carrying the material away does not help because the fungus stays behind. Composting the material does not guarantee fungus spores will be destroyed. The Trustees suggested the Tree Committee look at the situation to provide a recommendation. Residents can contact UVM Extension Service for advice and try opening up their yard for more sunlight.

MOTION by George Tyler, SECOND by Dan Kerin, that the Trustees not amend the municipal code, Section 1302, Chapter 13 – Regulation of Public Nuisance, at this time and request the Tree Committee review the situation to provide a recommendation. VOTING: unanimous (3-0); motion carried.

2. Grant Application for Downtown Charrette

Darby Mayville explained the Heart & Soul mini-grant applications for the downtown charrette (\$1,500 including \$1,000 cash match and \$500 staff time), signage project by the Bike/Walk Advisory Committee (\$1,500 including staff time, no cash match), and iPad purchase for Fire Dept. to assist firefighters on the scene (\$540 including staff time, no cash match).

George Tyler reported on the meeting with Julie Campoli regarding thoughtful growth and downtown planning involving the community. The tentative plan is to use the Train Hop and Tree Lighting events to discuss the charrette with the public and formulate ideas/models on how to proceed and then plan the charrette. Julie Campoli is forwarding a cost estimate for her future involvement with the charrette.

MOTION by George Tyler, SECOND by Dan Kerin, to authorize staff to submit the Heart & Soul of Essex mini-grant application for \$1,500 for the downtown charrette. VOTING: unanimous (3-0); motion carried.

3. Grant Application for Bike/Walk Advisory Committee

MOTION by Dan Kerin, SECOND by Andrew Brown, to approve the application for the Heart & Soul of Essex mini-grant for \$1,500 to fund "guerilla signage" for bike/walk signs to be placed throughout the village. VOTING: unanimous (3-0); motion carried.

4. Grant Application for Fire Department iPad

MOTION by Andrew Brown, SECOND by Dan Kerin, to approve and authorize staff to submit an application for a Heart & Soul of Essex mini-grant for the Fire Dept. iPad purchase in the amount of \$540. VOTING: unanimous (3-0); motion carried.

5. Second Alternate to CCRPC

MOTION by George Tyler, SECOND by Andrew Brown, to appoint Jeff Carr as the 2nd Alternate representative from the Village of Essex Junction to CCRPC. VOTING: unanimous (3-0); motion carried.

7. VILLAGE MANAGER'S REPORT

1. Meeting Schedule

• October 14, 2014 @ 6:30 – Regular Trustees Meeting

- October 28, 2014 @ 6:30 Regular Trustees Meeting
- November <u>10</u>, 2014 @ 6:30 Joint Meeting with Essex Selectboard (regular meeting date change)
- November 25, 2014 @ 6:30 Regular Trustees Meeting
- December 9, 2014 @ 6:30 Regular Trustees Meeting
- December 23, 2014 @ 6:30 Regular Trustees Meeting

Special Meetings/Events

- October 8 @ 7 PM Public Information Meeting on Crescent Connector
- October 9 VLCT Town Fair at CVE
- December 12 @ 6 PM Tree Lighting and Train Hop

2. Staff Meetings

Meetings are on-going with staff to discuss various village projects.

3. Essex Town Plan

Update of the Essex Town comprehensive plan has begun. A meeting will be scheduled with the Trustees and the Selectboard on the updates.

4. Police Facility

The ribbon cutting ceremony and open house at the new police station will be held as soon as staff completes the move into the facility.

5. Sexual Harassment Training Session

Village and town staff attended a sexual harassment training session. It is recommended the training be held every two years.

6. Budget Calendar

The budget schedule has been published. Budget goals are scheduled to be set by the Trustees on October 14, 2014.

8. TRUSTEES COMMENTS/CONCERNS & READING FILE

1. Board Member Comments

- Dan Kerin reported the updated village comprehensive plan was approved by CCRPC.
- Andrew Brown commended staff for reaching out to abutting property owners regarding the public information meeting on the crescent connector.
- George Tyler suggested the draft letter to Essex Resort and Spa be discussed at the next meeting when Trustee Sopchak is present. Dan Kerin expressed concern about enforcing a village ordinance outside village boundaries. Pat Scheidel said the intent with ordinances enforced by the police is for the town to adopt a mirror ordinance. Dan Kerin pointed out there are federal laws that deal with massage parlor activities. The matter should be put in the hands of agencies with the best ability to enforce the law.
- George Tyler stated the exterior of Lincoln Hall must be addressed and suggested the work be complete by 2020 which is the 200 year anniversary of the building.

The Trustees will further discuss the building envelope evaluation at the next meeting.

- 2. Reading file:
 - Tree Advisory Committee 9/16/14
 - Notice of Appeal of Decision re: Water & Sewer Fees for 38 Thasha Lane
 - o Email Correspondence re: Unsafe Walking Conditions
 - Draft Letter to Essex Resort and Spa
 - Lincoln Hall Building Envelope Evaluation with Final Summary of Extent of Repairs
 - Email Correspondence re: Speed Tables and Keep Kids Alive Drive 25 Cones

9. <u>CONSENT AGENDA & READING FILE</u>

There was discussion of the notice of a bonfire for the homecoming event at the high school on October 9, 2014. The school will be in contact with the Fire Department before moving forward with the event.

MOTION by George Tyler, SECOND by Andrew Brown, to approve the consent agenda as amended:

- 1. Approve Minutes of Previous Meeting 9/9/14
- 2. Approve Warrants Check #10050007 to Check #10050091 totaling \$607,199.23.
- 3. Approve Noise Waiver for EHS Homecoming Fireworks on 10/10/14 and conditionally approve a bonfire at the high school on 10/9/14 pending approval by the Fire Chief.

VOTING: unanimous (3-0); motion carried.

10. ADJOURNMENT

MOTION by Andrew Brown, SECOND by Dan Kerin, to adjourn the meeting. VOTING: unanimous (3-0); motion carried.

The meeting was adjourned at 8:25 PM.

RScty: M.E.Riordan

Check Register Report

Villog	o of Eq	oov lunction				BL 10/14/014		Date: Time:	10/10/2014 8:45 am
C.	eores	Check Sta	atus	Void/Stop	Vendor		Charle Description	Page:	1
N	ar	Date		Date	Number	vendor Name			Amount
Che	cks								
10050	0092	09/23/2014 Pr	inted		1660	NORTHEAST DELTA DENTAL	INS PREMIUM-VARIOUS		2,190,90
10050	0093	09/25/2014 Pr	inted		9941	BUSINESSCARD SERVICES	SEE ATTACHED SPREADSHEFT		3,992,15
10050	0094	09/26/2014 Pr	inted		10481	TRUMBULL-NELSON CONST.	WWTF REFURB RETAINAGE-WWTF		694,952.02
10050	0095	09/29/2014 Pr	inted		10669	VERMONT HUMAN RESOURCES	NETWORKING MTG-ADMIN		15.00
10050	096	09/30/2014 Pr	inted		0965	GREEN MOUNTAIN POWER CORP.	ELECTRICITY-VARIOUS		4,062.84
10050	0097	10/02/2014 Pr	inted		10678	PAUL FRANK + COLLINS	NON HARRASSMENT TRNG-VLC GRNT	Т	1,500.00
10050	098	10/14/2014 Pr	inted		10662	ACCESS DOOR AUTOMATION	AUTOMATIC DOOR MAINT-LIBRARY		574.60
10050	0099	10/14/2014 Pr	inted		10508	ADVANCED DISPOSAL	GRIT REMOVAL-WWTF		334.15
10050	0100	10/14/2014 Pr	inted		10290	ALDRICH + ELLIOT, PC	ENGINEERING SERV-WWTF		31,231.07
10050	0101	10/14/2014 Pr	inted		0031	ALLEN ENGINEERING	HYDRATED LIME-WWTF		1,195.00
10050	0102	10/14/2014 Pr	inted		10033	AQUA SOLUTIONS INC	OII /FILTERS-WWTF		1,780,88
10050	0103	10/14/2014 Pr	inted		10655	AQUARIX (THE BUGMAN)			2 052 86
10050	104	10/14/2014 Pr	inted		0076	AVONDA AIR SYSTEMS INC			1 212 59
10050	0105	10/14/2014 Pr	inted		0173	BEARINGS SPECIALTY CO.,	COUPLINGS RAS-WWTF		50.08
10050	0106	10/14/2014 Pr	inted		10249	BLUETARP FINANCIAL INC	SUPPLIES-VARIOUS DEPTS		94 74
10050	0108	10/14/2014 Pr	inted		10600	BRODART #2			1,282.84
10050	0110	10/14/2014 Pr	inted		0268	BRODART CO.	CIRCULATION MATERIALS-LIBRARY		556.85
10050	0111	10/14/2014 Pr	inted		10262	BUDGET LIBRARY SUPPLIES	SUPPLIES-LIBRARY		285.00
10050	0112	10/14/2014 Pr	inted		0347	RON BUSHEY'S AUTO INC.	DIESEL FUEL-WWTF		121.02
1٢	13	10/14/2014 Pr	inted		0405	CAMP PRECAST CONCRETE PRODUCTS	SANITA MANHOLES-SCHOOL ST PROJ		5,122.00
10050	0114	10/14/2014 Pr	inted		10587	CARDNO ATC INC.	LH ROOF TESTING-CAP R		421.20
10050	0115	10/14/2014 Pr	inted		9743	CARQUEST AUTO PARTS	SUPPLIES-VARIOUS DEPTS		150,94
10050	0116	10/14/2014 Pr	inted		10633	CCI SOLUTIONS	SUPPLIES-LIBRARY		97.14
10050	0117	10/14/2014 Pr	inted		10518		OFFICE COMPLITER-W/W/TE		205 79
10050	0118	10/14/2014 Pr	inted		0503	CHAMPLAIN OIL COMPANY,	VEHICLE FUEL-VARIOUS		2,952.29
10050	0119	10/14/2014 Pr	inted		0525	CHITTENDEN SOLID WASTE DISTRIC	FEES-WWTF		153.51
10050	0120	10/14/2014 Pr	inted		2305	CLARK'S TRUCK CENTER	TRUCK KT TUBE-STREET		908.05
10050	0121	10/14/2014 Pr	inted		9788	COMCAST	CABLE-STREET		64.59
10050	0122	10/14/2014 Pr	inted		0573	CREED ICE CO. INC.	ICE -FIRE		52.50
10050	0123	10/14/2014 Pr	inted		05898	CRYSTAL ROCK BOTTLED	BOTTLED WATER-LH		32.40
10050	0124	10/14/2014 Pr	rinted		10382	CVC PAGING (CENTRAL VERMONT	PAGER-WWTF		137.00
10050	0125	10/14/2014 Pr	inted		10401	DE LAGE LANDEN FINANCIAL INC	COPIER-ADMIN		249.52
10050	0126	10/14/2014 Pr	inted		0624	DEMCO, INC.	SUPPLIES-LIBRARY		739.03
10050	0127	10/14/2014 Pr	inted		10657	MARY K. DENNISON	MILEAGE REIMB-LIBRARY		50.40
10050	0128	10/14/2014 Pr	inted		1690	DEPOT HOME & GARDEN	STRAW-STREET		38.27
10050	0129	10/14/2014 Pr	inted		10582	EARTH WATER SPECIALISTS, INC.	CLASS REGISTRATION -WATER		150.00
10050	0130	10/14/2014 Pr	inted		0700	EAST COAST PRINTERS	TOTE BAGS FRMR MKT -EC DEV	1	217.50
10050	0131	10/14/2014 Pr	inted		10261	EASTERN INDUSTRIAL AUTOMATION	CHLORINE MIXES-WWTF		1,520.28
10050	0132	10/14/2014 Pr	inted		0689	ED EATON	ISO PUMPER SERVICE TEST-FIR	RE	450.00
10050	0133	10/14/2014 Pr	inted		50041	EBSCO	CIRCULATION MATERIALS-LIBRARY		31.91
10050	0134	10/14/2014 Pr	inted		0710	ENDYNE, INC.	WEEKLY/QTRLY COMPLIANCE-WWTF		114.00
1(35	10/14/2014 Pr	inted		0780	ESSEX EQUIPMENT SALES	GLOVES-WATER		18.50
10	136	10/14/2014 Pr	inted		0770	ESSEX JUNCTION SCHOOL DISTRICT	SCHOOL IMPACT FEES TRANSFER		6,926.86
10050	0137	10/14/2014 Pr	inted		0779	ESSEX PAINT & CARPET, INC,	TILE FLOOR REPLACEMENT-WWTF		1,248.03
10050	138	10/14/2014 Pr	inted		0795	TOWN OF ESSEX	RECORDINGS-COM DEV		240.00

Check Register Report

			BL 10/14/014			Date:	10/10/2014	
							Time:	8:45 am
Village of Essex Junction		BANK:				Page:	2	
C N ar	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description		Amount

Checks					
10050139	10/14/2014 Printed	10011	FAIR POINT	PHONE-FIRE	28.62
			COMMUNICATIONS, INC.		
10050140	10/14/2014 Printed	0812	FASTENAL COMPANY	LADDERS-WWTF	606.90
10050141	10/14/2014 Printed	10584	FIREHOUSE SOFTWARE	FH CLOUD UPGRADE PKG-FIRE	2,167.00
10050142	10/14/2014 Printed	0807	FIREPROTEC	ANNUAL MAINT & PARTS-FIRE/ST	286.25
10050143	10/14/2014 Printed	10457	NORM FORTIN	UNIFORM REIMB-WATER	261.00
10050144	10/14/2014 Printed	10452	FREE PRESS MEDIA	MEETING NOTICE-COMM. DEV.	89.00
10050145	10/14/2014 Printed	10226	G & K SERVICES	SHOP TOWELS-STREET	61.49
10050146	10/14/2014 Printed	0899	GAUTHIER TRUCKING CO., INC	RUBBISH REMOVAL-LH	150.00
10050147	10/14/2014 Printed	9726	GOT THAT RENTAL SALES, INC	SUPPLIES-STREET	20.97
10050149	10/14/2014 Printed	10598	GREEN MOUNTAIN POWER CORP #2	ELECTRICITY-VARIOUS	16,431.79
10050150	10/14/2014 Printed	1010	HACH COMPANY	TNT LAB TEST-WWTF	701.72
10050151	10/14/2014 Printed	1035	DONALD L. HAMLIN	ENG SERVICES- VARIOUS DEPTS	1,050.00
10050152	10/14/2014 Printed	1031	HANNAFORD BROTHERS CO.	DETERGENT W/COUPON-WWTF	13.58
10050153	10/14/2014 Printed	0018	A. H. HARRIS & SONS, INC.	MAPECEM QUICKPATCH-STREET	40.00
10050154	10/14/2014 Printed	10636	HEALTHEQUITY	FSA ADMIN FEE-ADMIN	3.45
10050155	10/14/2014 Printed	23656	INVEST EAP	PREMIUM-FIRE	216.00
10050156	10/14/2014 Printed	2041	S. D. IRELAND CONCRETE	CONCRETE-STREET	1,070.00
10050157	10/14/2014 Printed	1201	J & B INTERNATIONAL TRUCKS	BELT -STREET	38.94
10050158	10/14/2014 Printed	1210	JAMES JUTRAS	MILEAGE/SUPPLIES REIMB-WWTF	135.35
10050159	10/14/2014 Printed	9769	KEMIRA WATER SOLUTIONS	SOD. ALUMINATE-WWTF	12,874.34
10050160	10/14/2014 Printed	10456	KINGSBURY COMPANIES, LLC	COGEN SYSTEM UPGRADE-WWTF	4,016.70
10050161	10/14/2014 Printed	1248	KITCHEN WORLD, INC	COUNTER TOPS-WWTF	1,191.50
10 62	10/14/2014 Printed	9822	KLEARWATER	BAGS ON BOARD-STREET	2,112.00
10 .63	10/14/2014 Printed	8304		MEMBERSHIP RENEWAL-COM DEV	710.00
10050164	10/14/2014 Printed	9454	LENNY'S SHOE & APP	UNIFORMS-WWIF/SI	556.00
10050165	10/14/2014 Printed	10681	LIBRARY DISPLAY DESIGN		224.86
10050166	10/14/2014 Printed	10670	SUSTEMS		4 750 00
10050167	10/14/2014 Printed	10079	MAR ENANCE		4,750.00
10050168	10/14/2014 Printed	10019		STAIR TREADS-FIRE	1,025.50
10050169	10/14/2014 Printed	1460	MAPLEHURST FLORIST	MEMORIAL WREATH-FIRE	85.00
10050170	10/14/2014 Printed	10155	W B MASON CO INC	SUPPLIES-LIBRARY/FIRE	417 79
10050171	10/14/2014 Printed	1550	MUNICIPAL EMERGENCY	EQUIPMENT-FIRE	661.60
10050172	10/14/2014 Printed	1621	NATIONAL SEMINARS GROUP	COMMUNICATION SEMINAR	199.00
10050173	10/14/2014 Printed	1592	NEIWPCC	COURSE REGISTRATION-WWTF	120.00
10050174	10/14/2014 Printed	1646	NEW ENGLAND CENTRAL RAILROAD	PE DESIGN SIGNALIZATION	106,500.00
10050175	10/14/2014 Printed	1636	NEW ENGLAND MUNICIPAL	SUCTION ELBOW WELD-VARIOUS	1,153.57
10050176	10/14/2014 Printed	1661	NORTH CENTRAL LABORATORIES	LAB SUPPLIES-WWTF	756.53
10050177	10/14/2014 Printed	9657	OCCUPATIONAL HEALTH CENTERS	PHYSICALS-FIRE	1,405.00
10050178	10/14/2014 Printed	1756	PATTON FACILITY MGMNT	JANITORIAL SERVICES-LH/LIB	2,659.19
10050179	10/14/2014 Printed	1174	PERMA-LINE CORP OF NEW ENGLAND	TRAFFIC SIGNS-STREET	187.65
10050180	10/14/2014 Printed	1789	PIKE INDUSTRIES, INC.	ASPHALT-STREET	1,369.58
10050181	10/14/2014 Printed	18068	POLLARDWATER.COM - EAST	SUPPLIES-WATER	755.66
10050182	10/14/2014 Printed	10641	PPG ARCHITECTURAL COATINGS	SUPPLIES-STREET	73.98
10050183	10/14/2014 Printed	1910	RADIOSHACK	CABLE ASSEMBLY-STREET	18.96
16 34	10/14/2014 Printed	1955	REYNOLDS & SON, INC.	EQUIPMENT-FIRE	270.00
100185	10/14/2014 Printed	9274	RUSSELL RESOURCES	SEALS/SPARE PARTS-SANI	1,380.82
10050186	10/14/2014 Printed	9481	SAFETY SYSTEMS OF VERMONT, LLC	ANNUAL MAINT-FIRE/LH/WW	750.00
10050187	10/14/2014 Printed	2042	SCOTT'S LINE STRIPING, INC	ROAD PAINT-STREET	450.00
10050188	10/14/2014 Printed	10680	SECAP	P0STGE MTR LEASE-AD	281.88
10050189	10/14/2014 Printed	20732	THE SHERWIN-WILLIAMS CO.	SUPPLIES-WATER/ST	345.50

Check Register Report

					BL 10/14/014		Date:	10/10/2014
Village of Es	sex Junction				BANK:		Time: Page:	8:45 am 3
C N. ər	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	, ugoi	Amount
Checks								
10050190	10/14/201	4 Printed		9627	THE SMALL ENGINE CO., IN	C SHOP SUPPLIES/LABOR-FIRE		41.42
10050191	10/14/201	4 Printed		2115	SOUTHWORTH-MILTON, INC	MAINT-FIRE/WW		1 389 43
10050192	10/14/201	4 Printed		21153	SOVERNET COMMUNICATIO	ONS PH/INTERNET-VARIOUS		728.28
10050194	10/14/201	4 Printed		2124	STAPLES ADVANTAGE	OFFICE SUPPLIES-VARIOUS		3 036 48
10050195	10/14/201	4 Printed		10682	THE STONEWALL-KNOX CO	JANITORIAL SERVLH/LIB		2,261.49
10050196	10/14/201	4 Printed		9567	TALKING ABOUT BOOKS	CIRCULATION MATERIALS-LIBRARY		28.00
10050197	10/14/201	4 Printed		0545	THE TECH GROUP	LICENSE & SUPPORT-FIRE/AD/WW		3,410.00
10050198	10/14/201	4 Printed		2227	TI-SALES, INC.	WATER METERS-WATER/SANI		335.06
10050199	10/14/201	4 Printed		23415	VERIZON WIRELESS	WIRELESS-VARIOUS		446.96
10050200	10/14/201	4 Printed		10601	VERMONT GAS #2	GAS-VARIOUS DEPTS		152.25
10050202	10/14/201	4 Printed		2366	VERMONT GAS SYSTEMS, I	NC. GAS-VARIOUS DEPTS		724.10
10050203	10/14/201	4 Printed		2343	VILLAGE COPY & PRINT	COPIES-COM DEV/STR		991.00
10050204	10/14/201	4 Printed		9968	VISION SERVICE PLAN-CONNECTICU	INS PREMIUM-VARIOUS		414.40
10050205	10/14/201	4 Printed		2385	VT LEAGUE OF CITIES AND TOWNS	TOWN FAIR REG (4)-VARIOUS		200.00
10050206	10/14/201	4 Printed		0811	F.W. WEBB COMPANY	WATER BLEND VALVE-WWTF		132.95
10050207	10/14/201	4 Printed		2510	FRANK WHITCOMB CONSTRUCTION	GRAVEL-STREET		541.81
10050208	10/14/201	4 Printed		9356	WILLIAMSON ELECTRICAL,	INC HEAT TAPE INSTALL-LIBRARY		305.00
				Total C	hecks: 112	Checks Total (excluding void checks	3):	955,844.50
\sim				Total Pay	ments: 112	Bank Total (excluding void checks	s):	955,844.50
/				Total Pay	ments: 112	Grand Total (excluding void checks	s):	955,844.50
CK# 10050093 BL 10/14/14

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people' united bank --Master card statement 8/07/14

	hand ck	FY15 PURCHASES				
tran date	MC company	acct	dept	descrip	<u>\$\$\$</u>	
8/8/2014	GAN*BURLINGTON FREE PRESS	100 100 000 723 000	ADMIN	NEWSPAPER	\$ 20.90	A
8/12/2014	MAC'S	100 100 000 749 000	TRUSTEES	MEETING SUPPLIES	\$ 4.99	B1
8/12/2014	MAC'S	100 200 000 723 000	LH	SUPPLIES	\$ 2.29	B2
8/13/2014	GOVERNMENT FINANCE OFF	100 100 000 724 000	ADMIN	ACCTG FOR CAP ASSETS BOOK	\$ 63.40	С
8/14/2014	SHRM LEARNING SYSTEM	100 100 000 724 000	ADMIN	HUMAN RESOURCES v 3.0 BOOK	\$ 325.00	D
8/14/2014	BULLEX DIGITAL SAFETY	100 300 000 755 025	FIRE	LIQUID SMOKE & CLEANER SOLUTION	\$ 300.24	E
8/26/2014	MAC'S	100 100 000 749 000	TRUSTEES	MEETING SUPPLIES	\$ 9.98	F1
8/26/2014	MAC'S	100 200 000 723 000	LH	SUPPLIES	\$ 5.87	F2
8/27/2014	VZWRLSS	100 100 000 725 000	ADMIN	BROADBAND, SMH	\$ 20.00	G
8/27/2014	VZWRLSS	100 100 000 725 000	ADMIN	BROADBAND, LM	\$ 20.00	Н
8/27/2014	BIG LOTS STORES	600 600 000 723 000	WWTF	CLOCKS	\$ 37.30	1
8/29/2014	GAN*BURLINGTON FREE PRESS	600 600 000 723 000	ADMIN	NEWSPAPER	\$ 20.00	J
9/2/2014	RGS PAY	100 300 000 755 025	FIRE	QUIET FOOT COVERS	\$ 168.39	К
9/4/2014	AMAZON	600 600 000 728 000	WWTF	VERT ANGLE ADAPTOR COUPLER	\$ 24.96	L
	PROJECT TRACKER		· · · · · ·			
		SUBJOB			TOTAL	\$ 1,023.32

CK# 10050093 prepay on statement

BL 10/14/14

people' united bank --Master card statement 10/05/14

FY 15

FY 15

L	hand ck	FY15 PURCHASES				
tran date	MC company	acct	dept	descrip	\$\$\$	
9/4/2014	AMAZON	600 600 000 724 000	WWTF	BOOKS AND RACKS	\$ 40.56	
9/5/2014	EBAY MARK ELLIS	600 600 000 728 028	WWTF	MULTIPLE PADLOCK	\$ 29.00	
9/9/2014	MAC'S	100 100 000 749 000	TRUSTEES	MEETING SUPPLIES	\$ 16.48	
9/9/2014	MAC'S	100 200 000 723 000	LH	SUPPLIES	\$ 7.08	
9/14/2014	OMNI HOTEL	100 100 000 724 000	ADMIN	SEMINAR HOUSING LM & CWD	\$ 611.08	
9/14/2014	RICC GARAGE	100 100 000 724 000	ADMIN	SEMINAR PARKING LM & CWD	\$ 18.00	
9/17/2014	USPS POSTAL	100 800 000 723 001	LIBRARY	STAMPS	\$ 99.85	
9/19/2014	SUPERSTORE ELECTRONICS	100 300 000 755 025	FIRE	STATION TV	\$ 2,146.78	
	PROJECT TRACKER					
		SUBJOB			SUBTOTAL	\$ 2,968.83
				2 LISTS INCLUDED ON 1 CHECK	GRAND TOTAL	3992.15

Village of Essex Junction						10	:33 am
For the Period: 7/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - GENERAL FUND							
Jept: 000.000							
Acct Class: 4000 Revenue							
401.000 PROPERTY TAXES-CURRENT	3,011,526.00	3,011,526.00	1,507,227.25	1,295,464.28	0.00	1,504,298.75	50.0
402.000 STATE FOR VT PILOT & CURRENT U	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
403.000 PENALTIES/INTEREST DELINQ. TAX	8,000.00	8,000.00	382.95	0.00	0.00	7,617.05	4.8
410.000 LICENSE AND ZONING FEE	35,000.00	35,000.00	19,350.00	570.00	0.00	15,650.00	22.3
411.010 SERVICE FEE - WATER	106,840.00	106,840.00	26,710.00	0.00	0.00	80,130.00 40.066.00	25.0
	53,420.00	53,420.00	13,305.00	0.00	0.00	40,005.00	25.0
	2 000 00	2 000 00	20,7 10.00	0.00	0.00	1 916 00	4.2
420.000 STATE DISTRICT COURT FINES	2,000.00	100.000.00	33 551 04	0.00	0.00	66 448 06	33.6
	48 000 00	48 000 00	0.00	0.00	0.00	48.000.00	0.0
432.015 PARKING SPACE FEES	4 800 00	4 800 00	1 200 00	0.00	0.00	3.600.00	25.0
432.020 LINCOLN HALL RENTALS	1.00	1.00	0.00	0.00	0.00	1.00	0.0
432.030 MISCELLANEOUS FIRE RECEIPTS	10.00	10.00	0.00	0.00	0.00	10.00	0.0
432.051 BLOCK PARTY CONTRIBUTIONS	1.500.00	1.500.00	350.00	0.00	0.00	1,150.00	23.3
432.070 MISCELLANEOUS STREET RECEIPTS	3,000.00	3,000.00	130.00	0.00	0.00	2,870.00	4.3
432.080 MISCELLANEOUS LIBRARY RECEIPTS	500.00	500.00	210.00	0.00	0.00	290.00	42.0
434.010 ESSEX TOWN CONTRIB. TO LIBRARY	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
440.000 INTEREST EARNINGS	1,500.00	1,500.00	159.68	0.00	0.00	1,340.32	10.6
445.000 MISC UNCLASSIFIED RECEIPTS	2,000.00	2,000.00	5,993.78	4.26	0.00	-3,993.78	299.7
Perenue	3 502 437 00	3 502 437 00	1 635 414 60	1 296 038 54	0.00	1 867 022 40	46.7
Revenue	5,502,457.00	0,002,407.00	1,000,414.00	1,200,000.04	0.00	1,001,022.10	1017
432.081 BROWNELL LIBRARY GRANTS	0.00	0.00	600.00	0.00	0.00	-600.00	0.0
432.083 DONATIONS TO LIBRARY	0.00	0.00	3,000.00	0.00	0.00	-3,000.00	0,0
	0.00	0.00	2 600 00	0.00	0.00	-3 600 00	0.0
GRANTS & DONATIONS	0.00	0.00	3,000.00	0.00	0.00	-0,000.00	0.0
4 Local Of Adult Replacement Receipts	0.00	0.00	738.69	0.00	0.00	-738.69	0.0
410.151 Juvenile Replacment Receipts	0.00	0.00	607.00	0.00	0,00	-607.00	0.0
Non Operating Revenues	0.00	0.00	1,345.69	0.00	0.00	-1,345.69	0.0
Dept: 000.000	3,502,437.00	3,502,437.00	1,640,360.29	1,296,038.54	0.00	1,862,076.71	46.8
Revenues	3,502,437.00	3,502,437.00	1,640,360.29	1,296,038.54	0.00	1,862,076.71	46.8
Expanditure							
Dept: 100.000 ADMINISTRATION							
Acct Class: 7000 Operating Expenses	255 078 00	255 078 00	75 268 96	9 786 81	0.00	180 709 04	29.4
	200,970.00	55 995 00	9 332 50	0.00	0.00	46,662,50	16.7
	1 500 00	1 500.00	321.98	0.00	0.00	1,178.02	21.5
720.020 SALARIES PART TIME	15.057.00	15.057.00	2.518.12	124.16	0.00	12,538.88	16.7
720.022 SOCIAL SECURITY	21,109.00	21.109.00	5,906.08	730.22	0.00	15,202.92	28.0
720.024 UNEMPLOYMENT INSURANCE	1.067.00	1,067.00	34.24	1.69	0.00	1,032.76	3.2
720.026 WORKERS COMP INSURANCE	1,047.00	1,047.00	366.77	46.38	0.00	680.23	35.0
720.028 HEALTH INS & OTHER BENEFITS	72,355.00	72,355.00	20,723.02	3.45	0.00	51,631.98	28.6
720.030 RETIREMENT	25,598.00	25,598.00	7,227.60	963.68	0.00	18,370.40	28.2
720.032 LIABILITY & PROPERTY INS.	6,218.00	6,218.00	2,973.27	0.00	0.00	3,244.73	47.8
720.034 PUBLIC OFFICIALS LIABILITY INS	5,800.00	5,800.00	2,839.75	0.00	0.00	2,960.25	49.0
720.035 HEALTH IMPROV PROGRAMS	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	0.0
720.050 BOARD MEMBER FEES	2,500.00	2,500.00	625.00	0.00	0.00	1,875.00	25.0
723.000 SUPPLIES	6,700.00	6,700.00	993.39	0.00	0.00	5,706.61	14.8
723.001 POSTAGE	4,200.00	4,200.00	1,549.95	-778.10	0.00	2,650.05	36.9
723.055 COMPUTER EXPENSES	16,937.00	16,937.00	10,835.71	0.00	0.00	6,101.29	64.0
)0 TRAINING, CONFERENCES, DUES	10,384.00	10,384.00	3,939.96	0.00	0.00	6,444.04	37.9
720.000 TELEPHONE SERVICES	2,600.00	2,600.00	593.54	140.91	0.00	2,006.46	22.8
725.025 COMMUNICATIONS	13,806.00	13,806.00	5,254.72	34.94	0.00	8,551.28	38.1
745.020 LEASED SERVICES	4,800.00	4,800.00	1,858.11	334.28	0.00	2,941.89	38.7
745.031 LEGAL SERVICES	15,000.00	15,000.00	3,415.50	0.00	0.00	11,584.50	22.8

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Village of Essex Junction						10	:33 am
For the Period: 7/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - GENERAL FUND							
E litures							
Dept: 100.000 ADMINISTRATION							
745.039 OTHER PROFESSIONAL SERVICES	1.000.00	1.000.00	0.00	0.00	0.00	1,000.00	0.0
745.041 AUDIT	5.433.00	5,433.00	0.00	0.00	0.00	5,433.00	0.0
745.050 PRINTING AND ADVERTISING	5.800.00	5.800.00	790.61	0.00	0.00	5,009.39	13.6
745.055 PAY & CLASSIFICATION STUDY	200.00	200.00	0.00	0.00	0.00	200.00	0.0
745.057 ELECTIONS	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	0.0
747.000 HOLIDAY EXPENSE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
749.000 TRUSTEES EXPENDITURES	4,000.00	4,000.00	543.13	0.00	0.00	3,456.87	13.6
755.023 CAPITAL OUTLAY	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
Operating Expenses	561,784.00	561,784.00	157,911.91	11,388.42	0.00	403,872.09	28.1
ADMINISTRATION	561,784.00	561,784.00	157,911.91	11,388.42	0.00	403,872.09	28.1
Dopt: 175.000 MISC TRANSCERS & EVENDITUES		••••	,,	· · , · · · ·			
Acct Class: 7000 Operating Expenses							
750.021 ROLLING STOCK FUND CONTRIB	183,624.00	183,624.00	45,906.00	0.00	0.00	137,718.00	25.0
750.022 CAP RESRV FND CONT - BEG 1993	410,999.00	410,999.00	102,749.75	0.00	0.00	308,249.25	25.0
750.026 EMP TERM BENEFITS TRANSFER	5,000.00	5,000.00	1,250.00	0.00	0.00	3,750.00	25.0
750.027 HALF PENNY FOR LDR TRUCK NOTE	50,000.00	50,000.00	12,500.00	0.00	0.00	37,500.00	25.0
Operating Expenses	649,623.00	649,623.00	162,405.75	0.00	0.00	487,217.25	25.0
MISC TRANSFERS & EXPENDITUES	649,623.00	649,623.00	162,405.75	0.00	0.00	487,217.25	25.0
Dept: 200.000 LINCOLN HALL							
Acct Class: 7000 Operating Expenses							
720.032 LIABILITY & PROPERTY INS.	5,658.00	5,658.00	2,279.67	0.00	0.00	3,378.33	40.3
723 000 SUPPLIES	2,500.00	2,500.00	645.75	0.00	0.00	1,854.25	25.8
5 WATER AND SEWER CHARGE	1,500.00	1,500.00	136.04	0.00	0.00	1,363.96	9.1
725.000 TELEPHONE SERVICES	0.00	0.00	41.14	41.14	0.00	-41.14	0.0
726.000 ELECTRICAL SERVICE	7,500.00	7,500.00	1,389.11	0.00	0.00	6,110.89	18.5
727.000 HEATING/NATURAL GAS	6,000.00	6,000.00	207.32	0.00	0.00	5,792.68	3.5
728.000 MAINT. BUILDINGS/GROUNDS	7,500.00	7,500.00	575.00	250.00	0.00	6,925.00	7.7
745.005 RUBBISH REMOVAL	1,838.00	1,838.00	450.00	0.00	0.00	1,388.00	24.5
745.014 CONTRACT SERVICES	9,021.00	9,021.00	1,995.45	0.00	0.00	7,025.55	22.1
755.023 CAPITAL OUTLAY	13,540.00	13,540.00	4,750.00	0.00	0.00	8,790.00	35.1
Operating Expenses	55,057.00	55,057.00	12,469.48	291.14	0.00	42,587.52	22.6
LINCOLN HALL	55,057.00	55,057.00	12,469.48	291,14	0.00	42,587.52	22.6
Dept: 300.000 FIRE DEPARTMENT							
Acct Class: 7000 Operating Expenses							
720.021 SALARIES - FIREFIGHTERS	138,000.00	138,000.00	34,917.86	0.00	0.00	103,082.14	25.3
720.022 SOCIAL SECURITY	10,590.00	10,590.00	2,671.13	0.00	0.00	7,918.87	25.2
720.026 WORKERS COMP INSURANCE	27,334.00	27,334.00	6,481.01	0.00	0.00	20,852.99	23.7
720.029 ACCIDENT & DISABILITY INS.	3,600.00	3,600.00	3,300.00	0.00	0.00	300.00	91.7
720.032 LIABILITY & PROPERTY INS.	7,301.00	7,301.00	3,134.31	0.00	0.00	4,166.69	42.9
723.000 SUPPLIES	2,400.00	2,400.00	730.79	21.96	0.00	1,669.21	30.4
723.016 EMS SUPPLIES	1,500.00	1,500.00	141.88	0.00	0.00	1,358.12	9.5
723.020 GAS,GREASE AND OIL	7,200.00	7,200.00	1,744.48	0.00	0.00	5,455.52	24.2
723.065 WATER AND SEWER CHARGE	900.00	900.00	91.72	0.00	0.00	808.28	10.2
724.000 TRAINING, CONFERENCES, DUES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
725.000 TELEPHONE SERVICES	3,800.00	3,800.00	760.95	0.00	0.00	3,039.05	20.0
726.000 ELECTRICAL SERVICE	7,000.00	7,000.00	1,630.95	0.00	0.00	5,369.05	23.3
727.000 HEATING/NATURAL GAS	5,200.00	5,200.00	133.53	0.00	0.00	5,066.47	2.6
728.000 MAINT. BUILDINGS/GROUNDS	6,000.00	6,000.00	1,519.30	250.00	0.00	4,480.70	25.3
701 010 RADIO MAINTENANCE	2,000.00	2,000.00	542.00	0.00	0.00	1,458.00	27.1
20 MAINTENANCE OTHER	13,000.00	13,000.00	7,907.97	41.42	0.00	5,092.03	60.8
728.030 VEHICLE MAINTENANCE-TRAVEL	9,000.00	9,000.00	5,352.19	0.00	0.00	3,647.81	59.5
728.038 EMERGENCY GENERATOR MAINT	650.00	650.00	500.00	0.00	0.00	150.00	76.9
729.000 UNIFORMS, BOOTS, ETC	19,200.00	19,200.00	5,499.90	0.00	0.00	13,700.10	28.6

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Village of Essex Junction						10	:33 am
For the Period: 7/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - GENERAL FUND							
E							
Jept: 300.000 FIRE DEPARTMENT							
729 052 FIRE PREVENTION	2 000 00	2 000 00	912 84	0.00	0.00	1.087.16	45.6
743.051 PHYSICAL EXAMS	7,000,00	7,000,00	1.405.00	0.00	0.00	5.595.00	20.1
743.058 EMPLOYEE ASSISTANCE PROGRAM	900.00	900.00	432.00	0.00	0.00	468.00	48.0
755.022 NEW EQUIPMENT-RADIOS	4.000.00	4,000.00	3,254.00	0.00	0.00	746.00	81.4
755.025 ROUTINE EQUIPMENT PURCHASES	14,500.00	14,500.00	6,814.33	0.00	0.00	7,685.67	47.0
	298,075.00	298,075.00	89,878.14	313.38	0.00	208,196.86	30.2
FIRE DEPARTMENT	298,075.00	298,075.00	89,878.14	313.38	0.00	208,196.86	30.2
Dept: 450,000 DEBT SERVICE							
Acct Class: 7150 DEBT SERVICE							
710.075 CAPITAL IMP - INTEREST	68,612.00	68,612.00	0.00	0.00	0.00	68,612.00	0.0
DEBT SERVICE	68,612.00	68,612.00	0.00	0.00	0.00	68,612.00	0.0
DEBT SERVICE	68,612.00	68,612.00	0.00	0.00	0.00	68,612.00	0.0
Dept 500.000 SENIOR SUPPORT							
Acct Class: 7000 Operating Expenses							
725.000 TELEPHONE SERVICES	460.00	460.00	95.20	0,00	0.00	364.80	20.7
745.014 CONTRACT SERVICES	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
Operating Expenses	7,960.00	7,960.00	95.20	0.00	0.00	7,864.80	1.2
SENIOR SUPPORT	7,960,00	7,960.00	95.20	0.00	0.00	7,864.80	1.2
Acct Class: 7000 Operating Expenses							
7 .0 SALARIES REGULAR	205,654.00	205,654.00	50,714.62	6,641.04	0.00	154,939.38	24.7
720.010 SALARIES OVERTIME	15,000.00	15,000.00	3,475.97	402.47	0.00	11,524.03	23.2
720.020 SALARIES PART TIME	11,907.00	11,907.00	4,764.73	1,131.23	0.00	7,142.27	40.0
720.022 SOCIAL SECURITY	17,819.00	17,819.00	4,320.29	598.94	0.00	13,498.71	24.2
720.024 UNEMPLOYMENT INSURANCE	1,169.00	1,169.00	73.25	15.38	0.00	1,095.75	6.3
720.026 WORKERS COMP INSURANCE	13,970.00	13,970.00	3,304.11	430.29	0.00	10,665.89	23.7
720.028 HEALTH INS & OTHER BENEFITS	76,515.00	76,515.00	15,695.78	00.0	0.00	15 600 60	20.0
720.030 RETIREMENT	20,565.00	20,565.00	4,865.31	003.20	0.00	8 603 76	23.1 12.1
720.032 LIABILITY & PROPERTY INS.	15,104.00	15,104.00	0,410.24	0.00	0.00	10 011 26	42.4 1 Q
723.000 SUPPLIES	20,000.00	20,000.00	900.74	0.00	0.00	74 533 14	4.5
	15,000.00	15,000.00	5 382 07	0.00	0.00	9 617 93	35.9
723.012 PAVEIMENT MAINTENANGE	10,000.00	4 000 00	1 272 47	0.00	0.00	2 727.53	31.8
723.014 GRAVEL, TOFSOL	4,000.00	4,000.00	406 65	0.00	0.00	3,593,35	10.2
	26 000 00	26,000.00	5.166.87	0.00	0.00	20,833.13	19.9
723.065 WATER AND SEWER CHARGE	2,500.00	2,500.00	163.44	0.00	0.00	2,336.56	6.5
724 000 TRAINING CONFERENCES DUES	500.00	500.00	199.00	0.00	0.00	301.00	39.8
725.000 TELEPHONE SERVICES	2.000.00	2,000.00	449.42	0.00	0.00	1,550.58	22.5
726.000 ELECTRICAL SERVICE	4,000.00	4,000.00	466.84	0.00	0.00	3,533.16	11.7
726.035 STREET LIGHTS	127,000.00	127,000.00	23,375.77	0.00	0.00	103,624.23	18.4
726.037 TRAFFIC LIGHTS	6,000.00	6,000.00	1,249.31	0.00	0.00	4,750.69	20.8
727.000 HEATING/NATURAL GAS	4,000.00	4,000.00	119.24	0.00	0.00	3,880.76	3.0
728.000 MAINT. BUILDINGS/GROUNDS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
728.010 RADIO MAINTENANCE	200.00	200.00	125.00	0.00	0.00	75.00	62.5
728.020 MAINTENANCE OTHER	1,000.00	1,000.00	914.61	0.00	0.00	85.39	91.5
728.030 VEHICLE MAINTENANCE-TRAVEL	20,000.00	20,000.00	3,995.03	0.00	0.00	16,004.97	20.0
728.033 STREETSCAPE MAINT./IMP	16,000.00	16,000.00	259.68	0.00	0.00	15,740.32	1.6
728.036 VILLAGE GARDEN SPOTS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
7^^ ^37 TRAFFIC/STREET LIGHT MAINT.	8,000.00	8,000.00	680.13	0.00	0.00	7,319.87	8.5
1 MEMORIAL PARK	3,000.00	3,000.00	400.33	0.00	0.00	2,599.67	13.3
728.043 STREET MARKINGS	7,000.00	7,000.00	8,045.50	0.00	0.00	-1,045.50	114.9
729.000 UNIFORMS, BOOTS, ETC	4,500.00	4,500.00	1,044.85	0.00	0.00	3,455.15	23.2
745.005 RUBBISH REMOVAL	6,200.00	6,200.00	79.48	0.00	0.00	5,420.52	12.6

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Village of Essex Junction				1.0.0		10	:33 am
For the Period: 7/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - GENERAL FUND							
Pent: 700.000 STREET DEPARTMENT							
Acct Class: 7000 Operating Expenses							
745.014 CONTRACT SERVICES	0.00	0.00	1,200.00	0.00	0.00	-1,200.00	0.0
745.030 EQUIPMENT RENTALS	1,000.00	1,000.00	66.00	0.00	0.00	934.00	6.6
745.044 ENGINEERING SERVICES	15,000.00	15,000.00	1,050.00	0.00	0.00	13,950.00	7.0
755.011 TRAFFIC CALMING	1,500.00	1,500.00	0.00	0,00	0.00	1,500.00	0.0
755.023 CAPITAL OUTLAY	3,500.00	3,500.00	0.00	0.00	0.00	-227.50	107.6
700.032 STORM SEWER MAINTENANCE	3,000.00	9,000.00	1 004 65	0.00	0.00	7 995 35	11.2
760.033 STORM SEWER PERMIT FEES	3,000.00	3,000.00	165.00	0.00	0.00	2.835.00	5.5
760.035 STORM SEWER PUBLIC EDUCATION	9,500,00	9,500.00	8,912.00	0.00	0.00	588.00	93.8
760.036 STREAM FLOW MONITORING	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Operating Expenses	814,603.00	814,603.00	165,200.74	9,882.61	0.00	649,402.26	20.3
STREET DEPARTMENT	814,603.00	814,603.00	165,200.74	9,882.61	0.00	649,402.26	20.3
Dept: 800.000 BROWNELL LIBRARY	100						
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	315,379.00	315,379.00	92,016.30	12,121.72	0.00	223,362.70	29.2
720.020 SALARIES PART TIME	89,219.00	89,219.00	24,272.91	3,419.22	0.00	64,946.09	27.2
720.022 SOCIAL SECURITY	31,089.00	31,089.00	8,582.84	1,139.09	0.00	22,506.16	12.9
	2,390.00	2,390.00	330.03	40.48	0.00	2,059.97	34.6
720.026 WORKERS COMP INSURANCE	102 020 00	1,007.00	242.00	0.00	0.00	73 076 55	29.1
720.020 REALTH INS & OTHER BEINEFTTS	31 537 00	31 537 00	29,945.45	1 170 88	0.00	22 760 32	27.8
	10 481 00	10 481 00	4 774 12	0.00	0.00	5.706.88	45.6
723.000 SUPPLIES	13,000.00	13.000.00	3,458,54	1.025.43	0.00	9,541.46	26.6
723.001 POSTAGE	3,500.00	3,500.00	554.85	445.00	0.00	2,945.15	15.9
35 COMPUTER EXPENSES	3,500.00	3,500.00	235.85	0.00	0.00	3,264.15	6.7
7 JS WATER AND SEWER CHARGE	1,000.00	1,000.00	112.87	0.00	0.00	887.13	11.3
724.000 TRAINING, CONFERENCES, DUES	4,000.00	4,000.00	50.40	50.40	0.00	3,949.60	1.3
725.000 TELEPHONE SERVICES	1,100.00	1,100.00	272.61	93.98	0.00	827.39	24.8
725.030 TECHNOLOGY ACCESS	5,500.00	5,500.00	3,418.03	39.95	0.00	2,081.97	62.1
726.000 ELECTRICAL SERVICE	14,500.00	14,500.00	3,191.31	0.00	0.00	11,308.69	22.0
727.000 HEATING/NATURAL GAS	7,400.00	7,400.00	173.06	0.00	0.00	7,226.94	2.3
728,000 MAINT. BUILDINGS/GROUNDS	14,500.00	14,500.00	4,810.77	0.00	0.00	9,689.23	33.2
728.050 ALARM SYSTEM MAINTENANCE	500.00	500.00	221.25	0.00	0.00	2/8./9	44.3
735.000 INTERVIEW COSTS	2,000.00	2,000.00	30.00	0.00	0.00	1,970.00	1/1 7
745.014 CONTRACT SERVICES	23,225.00	23,225.00	3,420.22	0.00	0.00	290 13	3.3
745.021 ADULT PROGRAMS	300.00	3 000.00	9.07 1 /73 0/	0.00	0.00	1 526 06	49.1
	8,000.00	8,000.00	0.00	0.00	0.00	8.000.00	0.0
755.020 ADULT COLLECTION-PRINT & FLECT	31 000 00	31,000.00	10.180.05	28.58	0.00	20,819.95	32.8
755.021 JUVEN COLLECTION-PRNT & ELECTR	15,500.00	15,500.00	5,569.70	31.91	0.00	9,930.30	35.9
Operating Expenses	736,207.00	736,207.00	206,421.71	19,685.36	0.00	529,785.29	28.0
BROWNELL LIBRARY	736,207.00	736,207.00	206,421.71	19,685.36	0.00	529,785.29	28.0
Dept: 900.000 COMMUNITY DEVELOPMENT DEPT							
Acct Class: 7000 Operating Expenses							00 F
720.000 SALARIES REGULAR	129,612.00	129,612.00	36,991.46	4,949.61	0.00	92,620.54	28.5
720.010 SALARIES OVERTIME	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0 07 5
720.022 SOCIAL SECURITY	10,390.00	10,390.00	2,852.83	370.26	0.00	1,007.17	27.5
	432.00	432.00	0.00	0.00	0.00	432.00 278 11	0.0 44 R
	204.00	36 177 00	220.00 Q 719 75	20.17	0.00	26 458 25	26.9
	12 961 00	12 961 00	3 687 74	494.96	0.00	9.273.26	28.5
2 LIABILITY & PRODERTY INS	2 232 00	2 232 00	1.083.04	0.00	0.00	1,148.96	48.5
	5,800,00	5.800.00	2.839.75	0.00	0.00	2,960.25	49.0
720.050 BOARD MEMBER FEFS	3.600.00	3,600.00	750.00	0.00	0.00	2,850.00	20.8
723.000 SUPPLIES	2,800.00	2,800.00	536.53	0.00	0.00	2,263.47	19.2
723.001 POSTAGE	1,120.00	1,120.00	124.40	124.40	0.00	995.60	11.1

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Village of Essex Junction						10	:33 am
For the Period: 7/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - GENERAL FUND							
 Óditures Dept: 900.000 COMMUNITY DEVELOPMENT DEPT Act Class. 2000. Operating Expanses 							
723 055 COMPUTER EXPENSES	4.000.00	4.000.00	1.467.64	0.00	0.00	2,532.36	36.7
724.000 TRAINING. CONFERENCES. DUES	4,500.00	4,500.00	265.00	0.00	0.00	4,235.00	5.9
725.000 TELEPHONE SERVICES	1.550.00	1,550,00	444.59	32.28	0.00	1,105.41	28.7
725.025 COMMUNICATIONS	2,500.00	2,500.00	99.00	0.00	0.00	2,401.00	4.0
728.030 VEHICLE MAINTENANCE-TRAVEL	3,500.00	3,500.00	600.00	0.00	0.00	2,900.00	17.1
745.031 LEGAL SERVICES	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.0
745.039 OTHER PROFESSIONAL SERVICES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
745.050 PRINTING AND ADVERTISING	5,000.00	5,000.00	1,118.43	172.68	0.00	3,881.57	22.4
745.051 RECORDING FEES	2,500.00	2,500.00	720.00	0.00	0.00	1,780.00	28.8
755.023 CAPITAL OUTLAY	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
Operating Expenses	250,678.00	250,678.00	63,525.02	6,167.36	0.00	187,152.98	25.3
COMMUNITY DEVELOPMENT DEPT	250,678.00	250,678.00	63,525.02	6,167.36	0.00	187,152.98	25.3
Dept: 910.000 ECONOMIC DEVELOPMENT Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	36,604.00	36,604.00	10,116.02	1,348.80	0.00	26,487.98	27.6
720.022 SOCIAL SECURITY	2,823.00	2,823.00	730.80	97.44	0.00	2,092.20	25.9
720.024 UNEMPLOYMENT INSURANCE	216.00	216.00	0.00	0.00	0.00	216.00	0.0
720.026 WORKERS COMP INSURANCE	141.00	141.00	46.84	6.32	0.00	94.16	33.2
720.028 HEALTH INS & OTHER BENEFITS	18,089.00	18,089.00	4,859.38	0.00	0.00	13,229.62	26.9
720.030 RETIREMENT	3,660.00	3,660.00	1,011.60	134.88	0.00	2,648.40	27.6
720.032 LIABILITY & PROPERTY INS.	105.00	105.00	93.41	0.00	0.00	11.59	89.0
745.025 BLOCK PARTY EXPENSE	7,000.00	7,000.00	6,616.56	0.00	0.00	383.44	94.5
745.040 COMMUNITY EVENTS & PROGRAMS	6,000.00	6,000.00	928.82	0.00	0.00	5,071.18	15.5
745.054 ANNUAL SUPPORT OF ORGNIZATIONS	9,200.00	9,200.00	7,788.78	0.00	0.00	1,411.22	84.7
0 NEW PROGRAMS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
7	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
Operating Expenses	94,838.00	94,838.00	32,192.21	1,587.44	0.00	62,645.79	33.9
ECONOMIC DEVELOPMENT	94,838.00	94,838.00	32,192.21	1,587.44	0.00	62,645.79	33.9
Dept: 920.000 GRANT & OTH UNANTC. EXPENDITUR							
Acct Class: 7000 Operating Expenses	0.00	0.00	00.00	0.00	0.00	60.00	0.0
755.020 ADULT COLLECTION-PRINT & ELECT	0.00	0.00	60.0Z	0.00	0.00	-00.02	0.0
755.021 JUVEN COLLECTION-PRNT & ELECTR	0.00	0.00	120.74	0.00	0.00	-120.74	0.0
759.011 LIBRARY DONATION EXPENDITURES	0.00	0.00	1,300.49	0.00	0.00	-1,500.45	0.0
Operating Expenses	0.00	0.00	1,769.25	0.00	0.00	-1,769.25	0.0
GRANT & OTH UNANTC. EXPENDITUR	0.00	0.00	1,769.25	0.00	0.00	-1,769.25	0.0
Expenditures	3,537,437.00	3,537,437.00	891,869.41	49,315.71	0.00	2,645,567.59	25.2
Net Effect for GENERAL FUND	-35,000.00	-35,000.00	748,490.88	1,246,722.83	0.00	-783,490.88-	2,138.5
Change in Fund Balance: Fund: 152 - GEN FUND ROLLING STOCK RESERVE			748,490.88				
Revenues							
Dept: 000.000							
ACCI Class: 4000 Revenue	0.00	0.00	58 30	0.00	0.00	-58.30	0.0
	0.00	0.00	58,406.00	0.00	0.00	-58.406.00	0.0
	0.00						
Revenue	0.00	0.00	58,464.30	0.00	0.00	-58,464.30	0.0
Dept: 000.000	0.00	0.00	58,464.30	0.00	0.00	-58,464.30	0.0

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Village of Essex Junction						10	:33 am
For the Period: 7/1/2014 to 10/31/2014 Fund: 152 - GEN FUND ROLLING STOCK RESERVE	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
- Reues	0.00	0.00	58,464.30	0.00	0.00	-58,464.30	0.0
Expenditures Dept: 000.000 Acct Class: 7000 Operating Expenses 710.030 FIRE TRUCK LOAN PRINCIPAL	0.00	0.00	50,000.00	0.00	0.00	-50,000.00	0.0
720.040 INTEREST EXPENSE	0.00	0.00	3,031.67	0.00	0,00	-3,031.67	0.0
Operating Expenses	0.00	0.00	53,031.67	0.00	0.00	-53,031.67	0,0
Acct Class: 8000 Capital Projects 750.709 SIDEWALK PLOW	0.00	0.00	138.50	0,00	0,00	-138.50	0.0
Capital Projects	0.00	0.00	138.50	0.00	0.00	-138.50	0.0
Dept: 000.000	0.00	0.00	53,170.17	0.00	0.00	-53,170.17	0.0
Expenditures	0.00	0.00	53,170.17	0.00	0.00	-53,170.17	0.0
Net Effect for GEN FUND ROLLING STOCK RESERVE Change in Fund Balance: Fund: 159 - Veterans Memorial Park Revenues	0.00	0.00	5,294.13 5,294.13	0.00	0.00	-5,294.13	0.0
Dept: 000.000 Acct Class: 4000 Revenue 440.000 INTEREST EARNINGS	0.00	0.00	1.22	0.00	0.00	-1.22	0.0
Revenue	0.00	0.00	1.22	0.00	0.00	-1.22	0.0
Dept: 000.000	0.00	0.00	1,22	0.00	0.00	-1.22	0.0
Revenues	0.00	0.00	1.22	0.00	0.00	-1.22	0.0
Net Effect for Veterans Memorial Park Change in Fund Balance: Fund: 175 - 2014 VMBB SERIES 3 BOND PROJ. Revenues	0.00	0.00	1.22 1.22	0.00	0.00	-1.22	0.0
Dept: 000.000 Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS 465.054 BOND PROCEEDS	0.00 0.00	0.00 0.00	0.02- 17,544.04	0.00 0.00	0.00 0.00	0.02 -17,544.04	0.0 0.0
Revenue	0.00	0.00	17,544.02	0.00	0.00	-17,544.02	0.0
Dept: 000.000	0.00	0.00	17,544.02	0.00	0.00	-17,544.02	0.0
Revenues	0.00	0.00	17,544.02	0.00	0.00	-17,544.02	0.0
Expenditures Dept: 000.000 Acct Class: 7000 Operating Expenses 745.031 LEGAL SERVICES	0.00	0.00	4,100.00	0.00	0.00	-4,100.00	0.0
Operating Expenses	0.00	0.00	4,100.00	0.00	0.00	-4,100.00	0.0
Acct Class: 8000 Capital Projects 750.300 SCHOOL ST. RDWY/WTR/SWR RECONS 105 MAIN ST. DRAINAGE-BRDG TO TOH	0.00 0.00	0.00	6,354.78 4,506.43 134 18	0.00	0.00 0.00 0.00	-6,354.78 -4,506.43 -134.18	0.0 0.0 0.0
Capital Projects	0.00	0.00	10,995.39	0.00	0.00	-10,995.39	0.0

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Village of Essex Junction						10/1	:33 am
For the Period: 7/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 175 - 2014 VMBB SERIES 3 BOND PROJ.	•						
ditures							
Dept: 000.000	0.00	0.00	15,095.39	0.00	0.00	-15,095.39	0.0
Expenditures	0.00	0.00	15,095.39	0.00	0.00	-15,095.39	0.0
Net Effect for 2014 VMBB SERIES 3 BOND PROJ. Change in Fund Balance: Fund: 200 - GEN FUND CAPITAL RESERVE FUND	0.00	0.00	2,448.63 2,448.63	0.00	0.00	-2,448.63	0.0
Revenues Dept: 000.000							
Acct Class: 4000 Revenue 440.000 INTEREST FARNINGS	0.00	0.00	89.46	0.00	0.00	-89.46	0.0
441.034 CRES CNCTR GRANT STP 5300(13)	0.00	0.00	31,115.55	0.00	0.00	-31,115.55	0.0
599.000 CONTRIB FROM GENERAL FUND	0.00	0.00	102,749.75	0.00	0.00	-102,749.75	0.0
Revenue	0.00	0.00	133,954.76	0.00	0.00	-133,954.76	0.0
Dept: 000.000	0.00	0.00	133,954.76	0.00	0.00	-133,954.76	0.0
Revenues	0.00	0.00	133,954.76	0.00	0.00	-133,954.76	0.0
Expenditures Dept: 000.000 Acct Class: 8000 Capital Projects							
750.155 MULTI-USE PATH NORTH	0.00	0.00	4,214.50	0.00	0.00	-4,214.50	0.0
750.160 PEARL ST. LINKING SIDEWALK	0.00	0.00	1,542.00	0.00	0.00	-1,542.00	0.0
	0.00	0.00	136 339 57	0.00	0.00	-136 339 57	0.0
7 WOODS END RECONSTRUTION (14)	0.00	0.00	143.059.48	0.00	0.00	-143,059.48	0.0
750.700 CAPITAL RES. PAVING	0.00	0.00	154,134.11	0.00	0.00	-154,134.11	0.0
Capital Projects	0.00	0.00	454,280.36	0.00	0.00	-454,280.36	0.0
Dept: 000.000	0.00	0.00	454,280.36	0.00	0.00	-454,280.36	0.0
Expenditures	0.00	0.00	454,280.36	0.00	0.00	-454,280.36	0.0
Net Effect for GEN FUND CAPITAL RESERVE FUND Change in Fund Balance: Fund: 210 - LAND ACQUISTION FUND	0.00	0.00	-320,325.60 -320,325.60	0.00	0.00	320,325.60	0.0
Revenues Dept: 000.000							
Acct Class: 4000 Revenue				0.00	0.00	07.40	
440.000 INTEREST EARNINGS	0.00	0.00	27.12	0.00	0.00	-27.12	0.0
Revenue	0.00	0.00	27.12	0.00	0.00	-27.12	0.0
Dept: 000.000	0.00	0.00	27.12	0.00	0.00	-27.12	0.0
Revenues	0.00	0.00	27.12	0.00	0.00	-27.12	0.0
Net Effect for LAND ACQUISTION FUND Change in Fund Balance: Fund: 230 - WATER FUND	0.00	0.00	27.12 27.12	0.00	0.00	-27.12	0.0
Dept: 000.000 Acct Class: 4000 Revenue	0.00	0.00	AC 40	0.00	0.00	10 10	0.0
465.010 SALE OF WATER-RESIDENTIAL	826,553.00	826,553.00	105,873.56	0.00	0.00	720,679.44	12.8

Village of Essex Junction						10):33 am
For the Period: 7/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 230 - WATER FUND							
Acct Class: 4000 Revenue							
465.020 WATER SALES - LARGE USERS	96,243.00	96,243.00	25,337.50	7,611.73	0.00	70,905.50	26.3
465.040 WATER BILLING PENALTIES	3,500.00	3,500.00	447.44	0.00	0.00	3,052.56	12.8
465.045 WATER RECONNECT FEES	0.00	0.00	262.50	125.00	0.00	-262.50	0.0
465.050 MISCELLANEOUS WATER RECEIPTS	15,000.00	15,000.00	8,196.78	0.00	0.00	6,803.22	54.6
Revenue	941,296.00	941,296.00	140,163.96	7,736.73	0.00	801,132.04	14.9
Acct Class: 4650 IBM Water Pass Thru Rev							
465.015 SALE OF WATER-IBM	2,230,880.00	2,230,880.00	598,402.86	179,768.44	0.00	1,632,477.14	26.8
465.017 SALE OF WATER - IBM VT TAX	51,275.00	51,275.00	13,732.30	4,125.37	0.00	37,542.70	20.8
IBM Water Pass Thru Rev	2,282,155.00	2,282,155.00	612,135.16	183,893.81	0.00	1,670,019.84	26.8
Acct Class: 5990 Non Operating Revenues				0.00		00.45	
440.010 Interest Earned - Capital Res	0.00	0.00	29.15	0.00	0.00	-29.15	0.0
	0.00	0.00	30,000.00	0.00	0.00	-30,000.00	0.0
Non Operating Revenues	0.00	0.00	30,029.15	0.00	0.00	-30,029.15	0.0
Dept: 000.000	3,223,451.00	3,223,451.00	782,328.27	191,630.54	0.00	2,441,122.73	24.3
Revenues	3,223,451.00	3,223,451.00	782,328.27	191,630.54	0.00	2,441,122.73	24.3
Expenditures							
Dept: 650.000 WATER DEPARTMENT							
Acct Class: 7000 Operating Expenses						04 000 00	04.0
720.000 SALARIES REGULAR	107,890.00	107,890.00	26,568.00	3,618.60	0.00	81,322.00	24.6
	14,000.00	8 798 00	1,733.91	150.00	0.00	7 493 02	14.8
10 SALARIES PART TIME	9 447 00	9 447 00	2 180 15	288.20	0.00	7,266.85	23.1
720.024 UNEMPLOYMENT INSURANCE	616.00	616.00	17.77	2.09	0.00	598.23	2.9
720.026 WORKERS COMP INSURANCE	5,277.00	5,277.00	1,593.43	205.44	0.00	3,683.57	30.2
720.028 HEALTH INS & OTHER BENEFITS	41,604.00	41,604.00	11,176.53	0.00	0.00	30,427.47	26.9
720.030 RETIREMENT	10,789.00	10,789.00	2,531.06	351.84	0.00	8,257.94	23.5
720.032 LIABILITY & PROPERTY INS.	3,402.00	3,402.00	1,537.36	0.00	0.00	1,864.64	45.2
720.040 INTEREST EXPENSE	50.00	50.00	0.00	0.00	0.00	50.00	19.0
723.000 SUPPLIES	5,000.00	5,000.00	090.00 303.56	62.63	0.00	4,102.00	26.2
	2 000 00	2 000 00	460.44	0.00	0.00	1,539.56	23.0
723.041 METERS AND PARTS	1.000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
723.042 DISTRIBUTION MATERIALS	5,700.00	5,700.00	1,216.17	0.00	0.00	4,483.83	21.3
723.055 COMPUTER EXPENSES	1,200.00	1,200.00	276.54	0.00	0.00	923.46	23.0
723.065 WATER AND SEWER CHARGE	350.00	350.00	42.45	0.00	0.00	307.55	12.1
724.000 TRAINING, CONFERENCES, DUES	2,000.00	2,000.00	150.00	0.00	0.00	1,850.00	7.5
725.000 TELEPHONE SERVICES	0.00	0.00	269.18	0.00	0.00	-269.18	0.0
726.000 ELECTRICAL SERVICE	700.00	700.00	117.47	0.00	0.00	582.53	16.8
727.000 HEATING/NATURAL GAS	3,500.00	3,500.00	107.26	0.00	0.00	3,392.74	3.1
728.020 MAINTENANCE OTHER	1,000.00	1,000.00	1,018.70	0.00	0.00	-18.70	101.9
728.034 WATER LINES MAINT-BREAKS	16,000.00	16,000.00	620.00	0.00	0.00	10,000.00	17.5
	1,000.00	1,000.00	474.50 26.710.00	0.00	0.00	80 130 00	25.0
	1 000 00	1 000,040.00	20,710.00	0.00	0.00	1 000 00	20.0
	3 500.00	3 500 00	0.00	0.00	0.00	3,500.00	0.0
745.042 CWD WATER PURCHASE	451.212.00	451,212.00	81,017.11	0.00	0.00	370,194.89	18.0
745.050 PRINTING AND ADVERTISING	1.700.00	1,700.00	0.00	0.00	0.00	1,700.00	0.0
750.020 TRANS TO CAPITAL RESERVE	120,000.00	120,000.00	30,000.00	0.00	0.00	90,000.00	25.0
755.023 CAPITAL OUTLAY	3,850.00	3,850.00	0.00	0.00	0.00	3,850.00	0.0
JO STATE WATER TAX	10,371.00	10,371.00	1,859.20	0.00	0.00	8,511.80	17.9
Operating Expenses	941,296.00	941,296.00	194,273.77	4,832.67	0.00	747,022.23	20.6
Acct Class: 7800 IBM Water Costs 745.043 CWD Water Purchase - IBM	2,230,880.00	2,230,880.00	418,634.42	0.00	0.00	1,812,245.58	18.8

Village of Essex Junction						10/):33 am
For the Period: 7/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 230 - WATER FUND							
ditures							
Dept: 650.000 WATER DEPARTMENT Acct Class: 7800 IBM Water Costs							
770.511 State Water Tax - IBM	51,275.00	51,275.00	9,606.93	0.00	0.00	41,668.07	18.7
IDM Motor Costo	0.000.455.00	0.000.455.00	400 044 05	0.00	0.00	1 952 012 65	10.0
And Oland 2000 Onethel Device to	2,202,100.00	2,202,100.00	420,241.33	0.00	0.00	1,003,913,00	10.0
ACCI Class: 8000 Capital Projects 750.211 METER REPLACEMENT PROGRAM	0.00	0.00	6 662.93	0.00	0.00	-6.662.93	0.0
750.300 SCHOOL ST. RDWY/WTR/SWR RECONS	0.00	0.00	3,448.55	0.00	0.00	-3,448.55	0.0
750.310 HILLCREST DRNG/N HILLCRST DR/W	0.00	0.00	42.37	0.00	0.00	-42.37	0.0
Capital Projects	0.00	0.00	10,153.85	0.00	0.00	-10,153.85	0.0
WATER DEPARTMENT	3,223,451.00	3,223,451.00	632,668.97	4,832.67	0.00	2,590,782.03	19.6
Expenditures	3,223,451.00	3,223,451.00	632,668.97	4,832.67	0.00	2,590,782.03	19.6
Net Effect for WATER FUND	0.00	0.00	149,659.30	186,797.87	0.00	-149,659.30	0.0
Change in Fund Balance:			149,659.30				
FUND: 400 - SANITATION FUND							
Dept: 000.000							
Acct Class: 4000 Revenue							
432.040 MISCELLANEOUS SEWER RECEIPTS	20,000.00	20,000.00	39,998.22	0.00	0.00	-19,998.22	200.0
440.000 INTEREST EARNINGS	0.00	0.00	77.66	0.00	0.00	-77.66	0.0
442.000 ESSEX PUMP STATION FEES	22,075.00	22,075.00	5,966.29	0.00	0.00	10,108.71	27.0
500.000 ANNUAL CUSTOMER CHARGE	403 915 00	403 915 00	99.640.56	0.00	0.00	304 274 44	20.0
500.000 ANNUAL CUSTOMER CHARGE - PEN	2.000.00	2.000.00	423.80	0.00	0.00	1,576.20	21.2
Revenue	462,990.00	462,990.00	149,856.53	0.00	0.00	313,133.47	32.4
Acct Class: 5990 Non Operating Revenues	0.00	0.00	100 000 00	0.00	0.00	-100 000 00	0.0
440.010 Interest Earned - Capital Res	0.00	0.00	188.68	0.00	0.00	-188,68	0.0
440.020 INTEREST WWTF RESERV	0.00	0.00	173.07	0.00	0.00	-173.07	0.0
465.055 CURRENT YR CONTRIBUTION INCOME	0.00	0.00	21,250.00	0.00	0.00	-21,250.00	0.0
Non Operating Revenues	0.00	0.00	121,611.75	0.00	0.00	-121,611.75	0.0
Dept: 000.000	462,990.00	462,990.00	271,468.28	0.00	0.00	191,521.72	58.6
Revenues	462,990.00	462,990.00	271,468.28	0.00	0.00	191,521.72	58.6
Expenditures							
Dept: 400.000 SANITATION DEPARTMENT							
Acct Class: 7000 Operating Expenses			00.400.44	0.000.40	0.00	00 000 50	05.4
720.000 SALARIES REGULAR	80,190.00	80,190.00	20,163.41	2,886.48	0.00	60,026.59	25.1
720.010 SALARIES OVERTIME	12 683 00	12 683 00	1,004.78	153.87	0.00	11 362 02	10.4
720.022 SOCIAL SECURITY	7.839.00	7.839.00	1,724.93	234.09	0.00	6,114.07	22.0
720.024 UNEMPLOYMENT INSURANCE	668.00	668.00	157.42	18.95	0.00	510.58	23.6
720.026 WORKERS COMP INSURANCE	4,177.00	4,177.00	1,032.04	137.84	0.00	3,144.96	24.7
720.028 HEALTH INS & OTHER BENEFITS	41,604.00	41,604.00	11,176.50	0.00	0.00	30,427.50	26.9
720.030 RETIREMENT	8,019.00	8,019.00	2,106.19	299.52	0.00	5,912.81	26.3
720.032 LIABILITY & PROPERTY INS.	6,800.00	6,800.00	2,880.62	0.00	0.00	3,919.38	42.4
723.000 SUPPLIES 723.001 DOSTAGE	1,000.00	3,000,00	10./U 787 13	0.00	0.00	901.30 2 210 87	26.2
	3,000.00	3 000 00	412.75	0.00	0.00	2.587.25	13.8
7 = 41 METERS AND PARTS	2.000.00	2.000.00	0.00	0.00	0.00	2,000.00	0.0
723.055 COMPUTER EXPENSES	2.800.00	2,800.00	553.09	0.00	0.00	2,246.91	19.8
723.065 WATER AND SEWER CHARGE	1,500.00	1,500.00	70.55	0.00	0.00	1,429.45	4.7
724.000 TRAINING, CONFERENCES, DUES	500.00	500.00	0.00	0.00	0.00	500.00	0.0

Village of Essex Junction						10/1	:33 am
For the Period: 7/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 400 - SANITATION FUND							
Dept: 400.000 SANITATION DEPARTMENT							
726 000 ELECTRICAL SERVICE	8 500 00	8 500 00	2 005 80	0.00	0.00	6 494 20	23.6
727.000 HEATING/NATURAL GAS	1.800.00	1.800.00	116.39	0.00	0.00	1.683.61	6.5
728.020 MAINTENANCE OTHER	1,500.00	1,500.00	692 14	0.00	0.00	807.86	46.1
728.040 PUMP STATION MAINTENANCE	4 000 00	4 000 00	2 414 87	0.00	0.00	1 585 13	60.4
728.060 SANITATION LINES MAINTENANCE	10 000 00	10,000,00	0.00	0.00	0.00	10,000,00	0.0
728.063 SUSIE WILSON PS COSTS	7 000 00	7 000 00	1 436 15	0.00	0.00	5 563 85	20.5
728.064 WEST ST PS COSTS	10,000,00	10,000,00	4 002 91	0.00	0.00	5 997.09	40.0
729.000 UNIFORMS BOOTS FTC	1,000.00	1.000.00	242.00	0.00	0.00	758.00	24.2
745.014 CONTRACT SERVICES	137,140.00	137,140.00	34,285.00	0.00	0.00	102.855.00	25.0
745.015 RIGHT OF WAY AGREEMENTS	8.400.00	8.400.00	5.170.34	0.00	0.00	3,229.66	61.6
745.017 SANIT LINE BACK-UP CLEANING	1,500,00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
745.039 OTHER PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	1.000.00	0.0
745.041 AUDIT	1 700.00	1,700.00	0.00	0.00	0.00	1,700.00	0.0
750.020 TRANS TO CAPITAL RESERVE	85.000.00	85.000.00	21.250.00	0.00	0.00	63,750,00	25.0
755.023 CAPITAL OUTLAY	670.00	670.00	0.00	0.00	0.00	670.00	0.0
				4 000 04		0.17.005.04	
Operating Expenses	462,990.00	462,990.00	115,904.69	4,006.01	0.00	347,085.31	25.0
750 211 METER REPLACEMENT PROGRAM	0.00	0.00	13 325 89	0.00	0.00	-13.325.89	0.0
750 300 SCHOOL ST RDWY/WTR/SWR RECONS	0.00	0.00	2.051.36	0.00	0.00	-2.051.36	0.0
Capital Projects	0.00	0.00	15,377.25	0.00	0.00	-15,377.25	0.0
SANITATION DEPARTMENT	462,990.00	462,990.00	131,281.94	4,006.01	0.00	331,708.06	28.4
	462,990.00	462,990.00	131,281.94	4,006.01	0.00	331,708.06	28.4
)							
Net Effect for SANITATION FUND	0.00	0.00	140,186.34	-4,006.01	0.00	-140,186.34	0.0
			140,100.04				
Paratura							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	65.35	0.00	0.00	-65.35	0.0
445.000 MISC UNCLASSIFIED RECEIPTS	0.00	0.00	928.60	931,20	0.00	-928.60	0.0
460.011 VILLAGE USER PENALTIES	3,000.00	3,000.00	488.43	0.00	0.00	2,511.57	16.3
460.012 VILLAGE USER CHARGE	711,876,00	711,876.00	115,726.67	0.00	0.00	596,149.33	16.3
460.013 WASTEWATER CHARGE - ESSEX	465,440.00	465,440.00	116,360.01	0.00	0.00	349,079.99	25.0
460.014 WASTEWATER CHARGE - WILLISTON	569.380.00	569.380.00	142.014.99	0.00	0.00	427,365.01	24.9
460.016 PUMP STATION MAINT, FEE	30.300.00	30,300.00	7,575.00	0.00	0.00	22,725.00	25.0
460.025 VILL, SEPTAGE DISCHARGE INCOME	12.000.00	12,000.00	3,693,88	0.04	0.00	8,306.12	30.8
460.026 SHARED SEPTAGE REVENUES	6.000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
460.027 VILLAGE LEACHATE REVENUES	0.00	0.00	71.30	0.00	0.00	-71.30	0.0
Revenue	1,797,996.00	1,797,996.00	386,924.23	931.24	0.00	1,411,071.77	21.5
Acct Class: 5990 Non Operating Revenues							
440.010 Interest Earned - Capital Res	0.00	0.00	129.52	0.00	0.00	-129.52	0.0
440.012 WWTF REFURB INTEREST	0.00	0.00	204.63	0.00	0.00	-204.63	0.0
465.055 CURRENT YR CONTRIBUTION INCOME	0.00	0.00	65,000.00	0.00	0.00	-65,000.00	0.0
Non Operating Revenues	0.00	0.00	65,334.15	0.00	0.00	-65,334.15	0.0
Dept: 000.000	1,797,996.00	1,797,996.00	452,258.38	931.24	0.00	1,345,737.62	25.2
lies	1,797,996.00	1,797,996.00	452,258.38	931.24	0.00	1,345,737.62	25.2

Expenditures

Dept: 600.000 WASTEWATER TREATMENT PLANT Acct Class: 7000 Operating Expenses

Village of Essex Junction						10	:33 am
For the Period: 7/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb, YTD	UnencBal	% Bud
Fund: 600 - WASTEWATER FUND							
Dept: 600.000 WASTEWATER TREATMENT PLANT							
720 000 SALARIES REGULAR	308 467 00	308 467 00	87 391 78	10 737 49	0.00	221 075 22	28.3
720.010 SALARIES OVERTIME	45 000 00	45 000 00	9 324 81	1 152 65	0.00	35 675 19	20.0
720.020 SALARIES PART TIME	15 000 00	15,000,00	5 070 80	307.31	0.00	9 929 20	33.8
720.022 SOCIAL SECURITY	28 612 00	28 612 00	7 578 10	902.68	0.00	21 033 90	26.5
720.024 LINEMPLOYMENT INSURANCE	1 535 00	1 535 00	68.96	4 19	0.00	1 466 04	4 5
720.026 WORKERS COMPINSURANCE	16 530 00	16 530 00	4 263 62	552.16	0.00	12 266 38	25.8
720.028 HEALTHINS & OTHER BENEFITS	107 085 00	107 085 00	25 122 93	0.00	0.00	81 962 07	23.5
720.030 RETREMENT	30 847 00	30 847 00	8 387 42	1 073 74	0.00	22 459 58	20.0
720.032 LIABILITY & PROPERTY INS	25 000 00	25,000,00	10 547 45	0.00	0.00	14 452 55	42.2
720.040 INTEREST EXPENSE	500.00	500.00	0.00	0.00	0.00	500.00	0.0
723.000 SUPPLIES	9 000 00	9 000 00	3 075 08	23.29	0.00	5 924 92	34.2
723.005 SUPPLIES - LABORATORY	10,000,00	10,000,00	3 226 78	0.00	0.00	6 773 22	32.3
723.013 CHEMICALS	195 000 00	195 000 00	50 693 77	0.00	0.00	144 306 23	26.0
723.020 GAS GREASE AND OIL	6 000 00	6,000,00	922 30	0.00	0.00	5 077 70	15.4
723.065 WATER AND SEWER CHARGE	7 000 00	7 000 00	486.80	0.00	0.00	6 513 20	7.0
724 000 TRAINING CONFERENCES DUES	6 500 00	6 500 00	764 76	319.00	0.00	5 735 24	11.8
725.000 TELEPHONE SERVICES	4 500.00	4 500.00	1 644 55	173 33	0.00	2 855 45	36.5
	200,000,00	200.000.00	37 157 32	0.00	0.00	162 842 68	18.6
	200,000.00	200,000.00	1 868 56	0.00	0.00	18 131 44	93
	20,000.00	70,000,00	30 283 54	1 049 57	0.00	39 716 46	43.3
	2 500 00	2 500.00	80.78	0.00	0.00	2 / 10.40	3.6
	2,000.00	2,000.00	701.26	0.00	0.00	3 209 7/	17.5
	7,000.00	7,000.00	866.00	0.00	0.00	6 134 00	12.4
745.000 CONTRACT LABORATORY SERVICE	53 420 00	53 420 00	13 355 00	0.00	0.00	40.065.00	25.0
	1 000 00	1 000 00	370.50	0.00	0.00	40,005.00	20.0
	1,000.00	1,000.00	1 434 00	0.00	0.00	8 565 01	1/ 3
	160,000.00	150,000.00	1,434.09	0.00	0.00	150,000,00	0.0
	179,000,00	178 000.00	0.00	0.00	0.00	178 000.00	0.0
	170,000.00	4 000 00	0.00	0.00	0.00	4 000 00	0.0
745.039 UTHER PROFESSIONAL SERVICES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
	7,000.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
	7,500.00	7,500.00	0.00	0.00	0.00	105.000.00	25.0
750.020 TRANS TO CAPITAL RESERVE	200,000.00	200,000.00	05,000.00	0.00	0.00	10,000,00	20.0
	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
Operating Expenses	1,797,996.00	1,797,996.00	369,704.96	16,295.41	0.00	1,428,291.04	20.6
Acct Class: 8000 Capital Projects		0.00	04 004 05	0.000.00	0.00	04 004 05	
750.625 WWTF REFURBISH (11)	0.00	0.00	91,364.65	3,268.02	0.00	-91,364.65	0.0
750.630 NETWORKING & SOFTWARE	0.00	0.00	10,110.00	0.00	0.00	-10,110.00	0.0
750.632 CO-GEN	0.00	0.00	43,138.75	7,754.80	0.00	-43,138.75	0.0
750.637 UTILITY VEHICLE	0.00	0.00	15,184.08	0.00	0.00	-15,184.08	0.0
Capital Projects	0.00	0.00	159,797.48	11,022.82	0.00	-159,797.48	0.0
WASTEWATER TREATMENT PLANT	1,797,996.00	1,797,996.00	529,502.44	27,318.23	0.00	1,268,493.56	29.4
Expenditures	1,797,996.00	1,797,996.00	529,502.44	27,318.23	0.00	1,268,493.56	29.4
Net Effect for WASTEWATER FUND	0.00	0.00	-77,244.06	-26,386.99	0.00	77,244.06	0.0
Grand Total Net Effect:	-35,000.00	-35,000.00	648,537.96	1,403,127.70	0.00	-683,537.96	

VILLAGE OF ESSEX JUNCTION APPLICATION TO CLOSE OR OBSTRUCT A STREET FOR A NEIGHBORHOOD BLOCK PARTY

RECEIVED SEP 2 5 2014

Village of Essex Junction

I/we do hereby make application, as required by the Village of Essex Junction, VT, to enclosed or obstruct a Village street.

CONDITIONS: 🕖

- On the attached form, provide unanimous consent signatures of the households and businesses that abut the section of the street to be closed or obstructed. Return the signature form with your completed application to the Village Office, 2 Lincoln Street, Essex Junction, VT 05452.
- 2. Work with the Public Works Director (878-6942 or 878-6944) to obtain road signs to warn drivers of road closing. The applicant will be responsible for picking up the signs from the Public Works garage, erecting the signs and returning them to the Public Works garage in a timely manner.
- 3. Maintain a twelve (12) foot clear road in the center of the street in case of emergency.
- 4. Remove any obstructions immediately if emergency vehicles need to use the street.

Street(s) section to be closed: <u>Hawthorn Circle</u>	
Purpose: Block Party	
Date: 927/14	Hours: from <u>3pm</u> to <u>7pm</u>
Margaret Gilbert Name (please print)	10 Hawthorn Circle Essex Jot. Street Address
Margaut Silbert Signature	Phone: day <u>876-7918</u> evening

FOR COMPLETION BY VILLAGE STAFF

The following have been contacted by Village staff and advised of this event.

Police Dept. Comment:	Date approved 9 25 1.4	Approved by: Bradley La Rose
Fire Dept. Comment:	Date approved <u>9/25/14</u>	Approved by: Chris Gaboriautt
Village Manag	per atrik C. Achericles	Date approved 9/25/14

Chapter 2

Village of Essex Junction, VT

Municipal Code

APPLICATION TO CLOSE OR OBSTRUCT A STREET

We, the undersigned, acknowledge that (street name) <u>Hawthorn Circle</u> will be closed to traffic on (date) <u>9/27/14</u> between the hours of <u>3pm</u> and <u>1pm</u> for the purpose of a block party.

			The second se	1
-	NAME (please print)		STREET ADDRESS	
	BRIAN JOHNSON	Am 3 Ahm	11 Hawthorn Civile	
	Mark A. Faine	Mork A Jayne	6 11 11	
	Margaret Gilbert	Majraret Selbert	10 Hawthorn Circle	
	Haren Sinon	han S-	7 Hauthorn CC.	
	Lauri Flatley	Porcel Failly	17 Heerthon Cicel)
	Sheena Barnes	Sheen Bener	16 Hawthorn Orde	
ļ	Jodd Mallory	I ally	13 Hawthorn Circle	
	Enter Bablasaro	fulballa	Z3HausthonCircle	
	Meredith Payson	Green	25Hautherneivel	2
	Kelly (ite)	Kelly (100	21 Houldon	Cir.
	heard Goodrow	Sol	26 Hawthorn Circl	2
	Corey Wood	Ganl	19 Fairview Dr.	\bigcirc
	Louise Lynch	Hours Jumes	3 Faintow Dn-	
	Kin Hamilton	Kim Hamilton	3 Hauthonicic.	
	Dan Muepity	In Mans	5 Hauthon Cir.	
			and the second sec	

APPLICATION TO CLOSE OR OBSTRUCT A STREET

We, the undersigned, acknowledg closed to traffic on (date)//2 7pm for the purpose of a	e that (street name) 7 between block party.	the hours of <u>3pn</u> and
NAME (please print)	SIGNATURE	STREET ADDRESS
John Tangua Mike Granats Pet Mills Robert Protti Havard Drakerman Crystul Spearman Nathan Stocke	Alla Alla Crupe spearinai MAAL	15 HIAW TIJORA 15 HIAW TIJORA 3 12 Hawthon Cir 18 Hawthon Cul 20 Hawthorn Cir 19 Hawthorn Cir 19 Hawthorn Cir 1 Hawthon Circle
	7	

RECEIVED

SEP 2 2 2014

Village of Essex Junction

APPLICATION TO HANG STREET BANNERS, GAS LAMP BANNERS OR EVENT FLAGS IN THE VILLAGE OF ESSEX JUNCTION

Please Print Applicant's Name: PATRICIA NOWLAN
Organization: VT QUILT FESTIVAL
Tax Exempt #: 22 - 2506055 Non-Profit: Yes No
Address: <u>II Pearl Street, Essex Junction, VT 05452</u>
Phone: <u>802-872-0034</u> Email: <u>info@vqf.org</u>
Application for: Street Banner / Gas Lamp Banners Event Flags
Message and dimensions: 3.5' X 30' VERMONT QUILT FESTIVAL,
CHAMPLAIN VALLEY EXPOSITION, JUNE 26-28, 2015
Locations you would like the event flags displayed:
OVER ROUTE 2A BY POWER DAM
I certify that the above-described banner(s) or event flags have been constructed in accordance with the specifications noted.
Signed: Patricia Nowlan Date: Sept 19, 3014
Please return completed application to the Manager, Village of Essex Junction, 2 Lincoln Street, Essex Junction, VT 05452.
OFFICE USE ONLY
Insurance Certificate received: Ves No Liability Waiver received: Ves No \$250 fee received: Ves No Application complete: Ves No
Trustees' approval (date):
Policy/banners Page 3 of 4 11/13/07

LIABILITY WAIVER

The Village of Essex Junction has agreed to hang a banner(s) or event flags for (print organization name) <u>PA VERMONT QUILT FESTIVAL</u>, hereinafter known as "Owner."

To the extent permitted by law, the "Owner" agrees to indemnify and hold harmless the Village of Essex Junction and its subsidiaries, its agents, employees or any other persons against loss or expense including attorney's fees, by reason of the liability imposed by law upon the Village except in cases of the Village's sole negligence, for damage because of bodily injury including death at any time resulting therefrom, sustained by any person or persons, or on account of damaged property arising out of the hung banner or in consequence of the performance of hanging the banner, whether such injuries to persons or damage to property are due, or claim to be due, to any passive negligence of the Village employees or agents or any other person.

This indemnification and hold harmless agreement shall be insured by liability insurance naming the Village as an additional insured in the "Owner's" policy, and a certificate of insurance must be provided prior to hanging the banner(s) or event flags.

Event: VERMONT QUILT FESTIVAL	
The banner(s)/event flags will be hung from <u>ரோஉ க</u> ுக date	to <u>June 29, 3</u> 015 date
OWNER'S ACKNOWLEDGMENT: By: Pancia Nowlan	Date:
VILLAGE OF ESSEX JUNCTION ACKNOWLEDGMENT:	Data
Ву:	

Policy/banners

Page 4 of 4

11/13/07

Patty Benoit

From:Brian Roy <broy@ccsuvt.org>Sent:Tuesday, October 07, 2014 2:57 PMTo:Patty BenoitSubject:2 holiday Bon Fires

Dear Essex Junction Trustees,

The following two upcoming events have bon fires as part of the celebrations. I would like to request that you waive the village ordinance that bans open burning in the Village-Regulation of public nuisance, chapter 13, Section 1302 for these evenings.

On Saturday October 25: 4th Annual Pumpkin Fest: crafts, food, climbing wall, pumpkin carving and storytelling by the fire. (4:30-7pm)

On Friday December 12th: Annual Holiday Bonfire: refreshments, singing, and Santa Claus around the fire.

Please let me know if you have any questions.

L

Brian Roy, Assistant Director Essex Junction Recreation and Parks "We Create Community through People, Parks, and Programs" 75 Maple Street Essex Junction, VT 05452 802-878-1375 broy@ccsuvt.org

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