



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

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE TO FLAG** [6:30 PM]
2. **AGENDA ADDITIONS/CHANGES**
3. **APPROVE AGENDA**
4. **GUESTS, PRESENTATIONS AND PUBLIC HEARINGS**
  - a. Comments from Public on Items Not on Agenda
  - b. Julie Campoli about Village Center Charrette
  - c. Dana Hanley, Essex Community Development Director, with an update on approach for new Town Plan
5. **OLD BUSINESS**
  - a. Memo about Encore Solar Contract Modification – James Jutras
  - b. Memo about Whitcomb Heights II Nature Trail – Robin Pierce
  - c. Noise Indemnification Agreement with Champlain Valley Exposition – Robin Pierce
  - d. Grant Agreement for Main Street Sidewalk Extension Scoping Study – Darby Mayville
6. **NEW BUSINESS**
  - a. Discussion about Establishing a Liaison Group with Global Foundries
7. **MANAGER’S REPORT**
  - a. Memo about Joint Meeting with Essex Selectboard
  - b. Trustees meeting schedule
8. **TRUSTEES’ COMMENTS & CONCERNS/READING FILE**
  - a. Board Member Comments
  - b. Minutes from Other Boards, Commissions and Committees:
    - Planning Commission 10/16/14
    - Bike/Walk Advisory Committee 10/20/14
  - c. Memo from VT Agency of Transportation about 2014 Town Highway Map
  - d. 2015 VLCT Municipal Policy
9. **CONSENT AGENDA**
  - a. Approve Minutes of Previous Meeting 10/14/14
  - b. Approve Warrants Check #10050209 to Check #10050296 totaling \$550,226.86
  - c. Approve Request to Close Central Street for Holiday Express Train 11/29/14
10. **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.*

Consent Agenda  
Bill List

ADDITIONAL A/P WARRANT 10/28/14

Check number	Check Date	Vendor Name	Check Description	Amount
10050297	10/28/2014	Don Weston Excavating, Inc.	APP#1 SCHOOL STREET RECONSTRUCTION	\$196,460.41

Old Business  
5 b.

**Patty Benoit**

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**Subject:** FW: Open Space Definition

**From:** Robin Pierce  
**Sent:** Monday, October 27, 2014 2:11 PM  
**To:** Patty Benoit  
**Subject:** Open Space Definition

Hi Patty, Not sure if you want to put this in the Trustees packet or at their table but it gives them a definition of Open Space from the LDC which is appropriate for tomorrow night's meeting.

Thanks,

Robin.

CHAPTER 2: DEFINITIONS AND RULES OF CONSTRUCTION – Page 2.

133. "Open Space" shall mean that area within the boundaries of any lot or development that is intended to provide light and air and upon which no improvement which creates impervious surfaces may be installed, erected, or constructed. Open space shall in general be available for entry and use by the occupants of the lot. Ordinarily, open space shall be maintained with vegetative cover.

Sent: Thursday, October 16, 2014 6:43 PM

To: Patrick C. Scheidel; George Tyler

Subject: Trustees meeting follow up

George (and Pat),

What is the status of the concerns that I brought before the board back in June? Do I need to come to a Trustees meeting to get briefed?

- West St/ West St Ext intersection

- Whitcomb II woodland path to meet the standards set forth in the planning commission findings
- Village assuming ownership of the Whitcomb II open space as allowed by the planning commission findings

Thanks!

--Steve Eustis

Lauren is going  
to do a verbal  
update.

Village of Essex Junction  
Capital Projects  
Construction Cost Estimate

**West Street**

Cost Reference Date: 11/1/2015

**West St. & West St. Ext. Intersection Improvements**

Estimate Preparation Date: 6/14/2014

## Primary Project Reason:

Improve the vehicular and pedestrian safety of the intersection.

Improve traffic flow through the intersection.

## Secondary Project Reason:

## Assumptions:

Entire intersection will receive an overlay and striping.

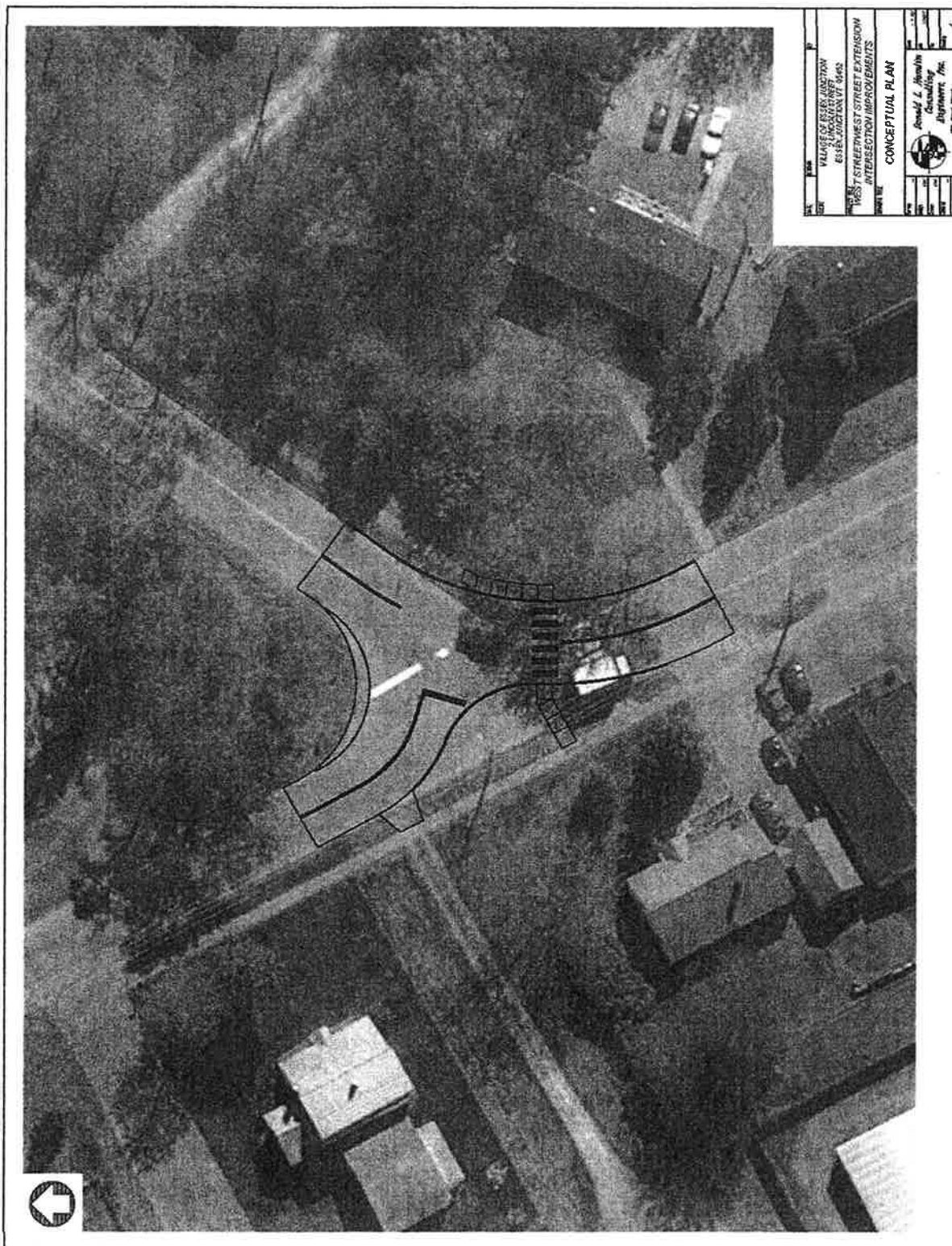
Granite curb to be replaced with concrete curb.

Existing signs will be utilized.

Drainage improvements to accommodate new configuration.

O	Pavement Overlay	\$	10,094.05
R	Roadway Reconstruction	\$	46,277.69
W	Waterline Improvements		
S	Sanitary Sewer Improvements		
D	Storm Drainage Improvements	\$	15,403.91
P	Sidewalk Improvements	\$	3,809.70
	Combined Account Costs	\$	75,585.35
	Project Management, Design and Resident Engineering	\$	15,117.07
	Total Project Cost	\$	90,702.42
			BBB1

Village of Essex Junction  
Capital Projects  
Construction Cost Estimate



**Village of Essex Junction  
Capital Projects  
Construction Cost Estimate**

**West Street**

Cost Reference Date: 11/1/2015

**West St. & West St. Ext. Intersection Improvements**

Estimate Preparation Date: 6/14/2014

ITEM	QUANTITY	UNIT	PRICE	TOTAL
1) Saw Cut Existing Pavement 4" Thick	225	lf	\$ 3.17	\$ 713.25
2) Excavation of Pavement 4" to 6" Thick	175	sy	\$ 9.63	\$ 1,685.25
3) Remove Existing Granite Curb	220	lf	\$ 5.35	\$ 1,177.00
4) Saw Cut Existing Cement Concrete 4" Thick	20	lf	\$ 3.94	\$ 78.80
5) Remove Existing Concrete Sidewalk	35	sy	\$ 12.51	\$ 437.85
6) Excavation for New Roadway Subbase	45	cy	\$ 19.86	\$ 893.70
7) Dense Graded Crushed Stone - 18"	35	cy	\$ 34.00	\$ 1,190.00
8) Plant Mixed Gravel - 6"	10	cy	\$ 33.45	\$ 334.50
9) New Bituminous Concrete Pavement - 3" Thick Over Trench	120	sy	\$ 52.44	\$ 6,292.80
10) New Bituminous Concrete Pavement - 1-1/2", Type III	585	sy	\$ 11.70	\$ 6,844.50
11) New Bituminous Concrete Driveway and Apron	10	sy	\$ 45.69	\$ 456.90
12) Remove Existing Structure - To 8' Deep	1	each	\$ 684.69	\$ 684.69
13) Remove Existing Pipe - To 8' Deep	20	lf	\$ 15.33	\$ 306.60
14) Connect New Structure to Existing Pipe	1	each	\$ 868.58	\$ 868.58
15) Catch Basin - 4' dia., To 8' Deep	2	each	\$ 3,992.75	\$ 7,985.50
16) 15" HDPE Drainage Pipe - To 8' Deep	30	lf	\$ 55.31	\$ 1,659.30
17) New Cement Concrete Sidewalk - 4" Thick	30	sy	\$ 64.19	\$ 1,925.70
18) New Cement Concrete Curb	325	lf	\$ 26.66	\$ 8,664.50
19) Detectable Warning Surface	2	sy	\$ 293.75	\$ 587.50
20) Remove and Reset Existing Sign	5	each	\$ 57.75	\$ 288.75
21) 24" Wide Stop Bar - Painted	13	lf	\$ 7.38	\$ 95.94
22) 12" Wide Crosswalk Bar - Painted	48	lf	\$ 7.07	\$ 339.36
23) 4" White Line - Painted	70	lf	\$ 1.01	\$ 70.70
24) 4" Yellow Line - Painted	400	lf	\$ 1.01	\$ 404.00
25) Supply and Spread Topsoil	40	cy	\$ 37.71	\$ 1,508.40
26) Seed, Fertilize, Lime and Matting	340	\$2.72	\$ 14.09	\$ 4,790.60

**Village of Essex Junction  
Capital Projects  
Construction Cost Estimate**

**West Street**

Cost Reference Date: 11/1/2015

**West St. & West St. Ext. Intersection Improvements**

Estimate Preparation Date: 6/14/2014

ITEM	QUANTITY	UNIT	PRICE	TOTAL
27) Traffic Control - Type III	10	day	\$ 870.37	\$ 8,703.70
28) Dust Control - Type III	1	ls	\$ 1,000.00	\$ 1,000.00
29) Mobilization	---	---	5%	\$ 2,999.42
Contingency	---	---	20%	\$ 12,597.56

Subtotal	\$	75,585.35
Design Engineering Services	\$	7,558.53
Bidding and Construction Services	\$	7,558.53
Grand Total	\$	90,702.42



Old Business  
5 d.

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

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

## **MEMORANDUM**

**TO:** Pat Scheidel, Municipal Manager & Village Trustees  
**FROM:** Darby Mayville, Community Relations and Economic Development Assistant *DEM*  
**DATE:** 10/28/14  
**SUBJECT:** VTrans Grant Agreement-Main Street Scoping Study

### **Issue**

The issue is whether or not the Village will accept a grant in the amount of \$31,500 from the state of Vermont.

### **Discussion**

This project would allow the Village to conduct a scoping study to assess the feasibility of adding additional sidewalks on Main Street, from Educational Drive to Athens Drive. We believe that this project would increase pedestrian safety, and contribute to the goal of making Essex Junction a more walkable community.

At the June 10<sup>th</sup> Trustee meeting, staff presented this grant application for approval by the Trustees, and it was approved. Now that this grant is awarded, staff would like permission to move forward with this project.

### **Cost**

Originally, the Village applied for \$52,400 for this project. However, VTrans felt that this project could be successfully completed for \$35,000. As a result, the Village was not awarded the full amount. However, after communicating with VTrans staff, we remain confident that this project can be completed with a budget of \$35,000. These funds would need to be matched with \$3,500 in local dollars.

### **Recommendation**

It is recommended that the Trustees make a motion to authorize the Municipal Manager to sign the grant agreement and begin work on this project.

STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
STANDARD GRANT AGREEMENT

Agreement CA0417

1. Parties: This is a Grant Agreement for the advancement of a transportation project between the State of Vermont, Agency of Transportation (hereinafter called "State"), and **Village of Essex Junction**, X local government,    non-profit,    institution of higher learning,    other, with principal place of business at **2 Lincoln Street, Essex Junction, VT 05452**, (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant is the advancement of a transportation project known as **Essex Junction STP BP14(23)**. A detailed description of the project and the services to be provided by the Subrecipient are described in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$31,500.00**.
4. Grant Term: The period of Subrecipient's performance shall begin upon full execution of this agreement and authorization to proceed from the State and shall end on **June 30, 2017**, or upon completion and acceptance of all work performed under the agreement, whichever occurs first.
5. Source of Funds: Federal Highway Administration (FHWA), **EA # BP14023**.  
ARRA funded    Yes X No
6. CFDA Title: HIGHWAY PLANNING AND CONSTRUCTION; CFDA Number: 20.205; Federal Granting Agency: Federal Highway Administration; Research and Development Grant: Yes    No X.
7. Prior Approvals: If approval by the Attorney General's Office is required by the granting agency, neither this Grant nor any amendment to it is binding until it has been approved by the Attorney General's Office.
  - Approval by the Attorney General's Office is required.
  - Approval by the Secretary of Administration is not required.
  - Approval by the CIO/Commissioner DII is not required.
8. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
9. Cancellation: This Grant may be cancelled by either party by giving written notice at least 30 days in advance.

10. Attachments: This Grant Agreement consists of 22 pages including the following attachments which are incorporated herein:

Attachment A –	Description of Project and Scope of Work to be Performed by Subrecipient
Attachment B –	Payment Provisions
Attachment C –	Standard State Provisions for Contracts and Grants (09/02/2014)
Attachment D –	Other Grant Agreement Provisions
Attachment E –	Special Conditions
Attachment F –	Applicable Standards and Design Criteria
Attachment G –	Personnel Requirements and Conditions
Attachment H –	Required Submittals, State Liaison, Waiver of Standards and Modifications of Design Steps, Plans, Documents and Estimates
Attachment I –	Insurance Certificate

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

STATE OF VERMONT  
AGENCY OF TRANSPORTATION

SUBRECIPIENT:  
VILLAGE OF ESSEX JUNCTION

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary of Transportation

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

D-U-N-S Number \_\_\_\_\_

APPROVED AS TO FORM:

DATE: 10/15/2014

  
\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

**ATTACHMENT A**  
**DESCRIPTION OF PROJECT AND**  
**SCOPE OF WORK TO BE PERFORMED BY SUBRECIPIENT**

**1. Project Location and Description.** The Project is described as follows:

<b>Town</b>	<b>Village of Essex Junction, VT</b>
<b>Location</b>	<b>VT Route 15 – Main Street</b>
<b>Description</b>	<b>Scoping Study – Main Street Sidewalk Extension - Study of 3200 LF of sidewalk to access neighborhoods and Essex Education facility and Village downtown</b>

**2. Subrecipient Assumption of Full Responsibility for the Project.** The Subrecipient assumes full and complete responsibility for any and all aspects relative to the development of the Project except for those items defined in this Grant Agreement for which the State retains responsibility.

**3. Commencement of Work.** Subrecipient shall not commence work on or incur expenses for the Project until receiving authorization to proceed from the State or upon execution of the Agreement, whichever occurs later.

**4. Municipal Project Manager (MPM).** All work for the Project will be performed by the Subrecipient or its duly authorized consultant in conformance with the latest update of the Municipal Assistance Bureau Guide document(s). The Subrecipient will designate a full time employee, member of its legislative body, or other representative, as approved by the State to be the Municipal Project Manager (MPM) for the Project. The MPM will act on the authority granted by the Subrecipient.

**5. Federal Environmental Documentation: Duties of MPM.** ~~As appropriate, the MPM will review the National Environmental Policy Act (NEPA) environmental document (Categorical Exclusion [CE], Environmental Assessment [EA], or Environmental Impact Statement [EIS]) prepared for/by the Subrecipient, and after ensuring that it is in order, will forward the environmental document to the State for processing through the Federal Highway Administration (FHWA).~~

**6. Pre-Construction: Duties of MPM.** Prior to advertising the Project for construction, the MPM will:

~~(a) The MPM will notify the State in writing 30 days prior to beginning the Right of Way phase in order to allow for the funding to be programmed. Review the right of way issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, will forward the right of way documents to the State. The State will issue the Right of Way Clearance Certificate.~~

~~(b) Review the utility and/or railroad issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, provide compliance certification to the State.~~

~~(c) Review the Project for compliance with all federal, state, and local laws, ordinances, regulations, and permit requirements and, upon completion of that review and finding that all requirements have been satisfied, send a compliance certification to the State.~~

~~(d) Secure documentation that the design meets all applicable standards, codes, and requirements for design and public safety standards.~~

~~(e) Secure documentation attesting to the attainment of required structural capacity requirements for all structures and adherence of all traffic control devices to the FHWA's *Manual on Uniform Traffic Control Devices* (MUTCD). This documentation shall be signed by an engineer registered under the laws of the State of Vermont to practice "structural or civil" engineering, and shall be attached to the certification required in Section 6(d), above.~~

~~(f) Provide certification to the State both as to those permits, agreements and clearances that have been secured for the Project and as to those which have been determined NOT to apply to the Project.~~

~~(g) Review and sign all project related invoices and ensure invoices are in the proper format before submittal to the State for approval.~~

~~(h) The MPM will notify the State in writing 30 days prior to beginning the Construction phase in order to allow for the funding to be programmed. No work shall commence unless authorized in writing.~~

**7. Public Meeting.** The Subrecipient will warn a public meeting on the Project if required by the State to do so, conduct the meeting in accordance with state and federal requirements, and coordinate the Project with the State and property owners in the Project area.

~~**8. Project Design.** Subrecipient agrees that the project development work for this Project shall include preparation of a purpose and need statement, conceptual design plans and estimate, environmental documentation, right of way plans, and contract plans, including all specifications, contract documents, and cost estimates. The Project design shall include plans, notes, references to specifications or standards, typical sections, cross sections and all project design computations. Project designs may be prepared in accordance with the standards and formats of the local community, provided those standards and formats meet or exceed State standards or are approved by the State. *Required submittals to the State are all of the above, unless otherwise noted in the Special Conditions.*~~

~~Submittals required for justification of payments (monthly for design, biweekly for construction) to the Subrecipient, or for review to assure conformance with the requirements of this Agreement, shall be in a format prescribed by the State's Project Manager.~~

~~**9. Project Construction.** Unless otherwise approved by the State, the Subrecipient will advertise the Project for receipt of bids in conformance with federal and state laws and regulations. The Subrecipient will award the construction contract to the lowest responsive, responsible bidder and will be fully responsible for administration of the contract through completion and acceptance of the Project.~~

~~**10. Construction Engineering.** Construction inspection and materials sampling/testing work for the Project shall include inspection of the construction in progress for conformance with the contract requirements.~~

**11. Project Accounting.** Subrecipient will establish and maintain a separate accounting for Project funds, payments, and receipts for the duration of this Grant Agreement.

**12. Compliance with FHWA/USDOT Regulations.** Subrecipient agrees that it will manage the Project to comply with all applicable provisions of Titles 23 (Highways) and 49 (Transportation) of the Code of Federal Regulations (C.F.R.).

**13. Compliance with Federal, State and Local Requirements.** Subrecipient will comply with the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project.

~~**14. Compliance with Permits, Agreements and Clearances.** Subrecipient will secure and honor all applicable and necessary local, state, and federal permits, agreements and clearances prior to completion of final construction plans, and will adhere to or make provision for attainment of all conditions set forth in those documents.~~

**15. Utility and Railroad Relocation and Adjustments.** Subrecipient agrees that any utility or railroad relocation costs deemed participating Project costs shall meet all applicable eligibility and financial requirements as stated in federal and state laws, regulations, and policies.

**16. Acquisition of Lands or Rights for Construction.** Should construction of the project require the acquisition of lands or rights outside of the existing State or municipal rights-of-way, the Subrecipient shall acquire such lands or rights either by agreement or through exercise of its eminent domain powers, when applicable, in conformance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq. (the Uniform Act) and its implementing regulations, 49 C.F.R. Part 24.

**17. Expeditious Pursuit of Project.** Subrecipient will pursue the Project in an expeditious manner in conformance with the Project schedule agreed upon by the Subrecipient and the State. Changes found necessary by either party to this Grant Agreement or to the schedule for the Project will be brought to the attention of the other party as soon as possible so that mutual agreement can be achieved.

~~**18. Submission of "As-Built" Plans to the STATE.** For any Project affecting State highway rights of way, and for all structure-related projects, the Subrecipient will develop the plans in a format acceptable to the State and provide the State with four sets of "as-built" plans and one copy of any electronically developed plan files.~~

**19. Hazardous Material Contamination.** Responsibility for any contaminated materials within the Project area shall remain unaffected by this Grant Agreement as they are generally non-participating. The Subrecipient shall notify the State of the presence of and design alternatives for potential contaminated and/or hazardous waste sites located during the development or construction stage. Once the Subrecipient determines that contamination exists, whether obvious or established through testing, the Subrecipient shall notify the appropriate regulatory agency.

**20. Maintenance of the Completed Project.** If the Project is constructed, the Subrecipient will maintain the completed Project in a manner satisfactory to the State or its authorized representative(s) at no cost to the State, and will make ample provisions each year for such maintenance.

**21. Personnel Requirements.** The Subrecipient will comply with the personnel requirements contained in Attachment G (Personnel Requirements and Conditions).

**22. Assignment of State Representative.** The State will assign a representative to act as its Project liaison with the Subrecipient.

**23. Conformance with Standards.** The parties agree that all work performed by the Subrecipient, or its duly authorized representative, shall conform to the applicable standards/design criteria set forth in Attachment F (Applicable Standards & Design Criteria), unless waived in whole or in part in writing by the State.

**24. Reviews by the State.** The parties agree that, at the discretion of the State's Program Director, the State may inspect or review any work or aspect of the Project for any reason during the development of the Project.

**ATTACHMENT B**  
**PAYMENT PROVISIONS**

**1. Funding Ratio.** Up to the maximum limiting amount (MLA) shown below, the State agrees to pay 90% of the total Project costs eligible for federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State's review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

**2. Non-Participating Costs.** Work accomplished by the Subrecipient, and/or its consultant or contractor, which has been designated by the State as non-participating for purpose of financial reimbursement, shall be the sole responsibility of the Subrecipient. Examples of non-participating costs include elements outside the scope of work, utility work not related to the project scope, any work outside of the Project limits and approaches and that portion of right-of-way settlements which exceed "Fair Market Value", as determined by reviewing appraiser in accordance with 49 C.F.R. § 24.104 (Review of appraisals). Due to federal regulations that require all project costs to be reported within the federal financial system, the Subrecipient shall document and supply a summary of all non-participating costs. This shall include costs incurred by the Subrecipient above the maximum limiting amount of this Agreement.

**3. Compliance with Vermont Prompt Payment Act.** To the extent it is applicable, Subrecipient, with respect to work performed pursuant to this Grant Agreement, agrees to comply with the provisions of the Vermont Prompt Payment Act (9 V.S.A. Chapter 102).

**4. Reimbursement if Project Not Constructed due to Subrecipient.** If at any time the Subrecipient no longer desires the improvements as specified for the Project, or if the Subrecipient fails to meet its obligation to construct the Project, then the Subrecipient shall promptly notify the State. As provided by 19 V.S.A. § 309c(a), the State shall consult with the Subrecipient about the Subrecipient's obligation to repay project costs. The Secretary of Transportation shall then make the final determination of the amount and schedule for the repayment that shall be made to the State by the Subrecipient, considering applicable laws and regulations. Pursuant to 19 V.S.A. §§ 5(d)(13) and 309c(b), within 15 days of the Secretary's determination, the Subrecipient may petition the Vermont Transportation Board for a hearing to determine whether the amount of the Subrecipient's repayment obligation as determined by the Secretary may be reduced.

**5. Project Costs and Phases.** The parties agree that the Subrecipient will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties: and that the State will pay the state and federal share of all properly documented invoices from the Subrecipient for work incidental to the development of the Project up to the maximum limiting amount (MLA) State/federal amount indicated in total:

Phase	MLA			
	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	\$28,378	\$3,122	\$3,500	\$35,000

\*The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

**6. Excess Costs.** The parties agree that costs incurred by, at the direction of, or for the Subrecipient, when such costs exceed the totals indicated in Section 5, above, will not be eligible for federal or state participation unless those costs have been incorporated into this Grant Agreement through a written amendment.

**7. Allocation of Funds by STATE.** On the basis of the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed **\$3,122** in State funds and **\$28,378** in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 5 above).

**8. Payment of Invoices by the STATE.** The State agrees to pay the Subrecipient the federal and state shares of properly documented bills invoiced by the Subrecipient.

Invoices, which shall clearly reference the Project name and number, shall be sent to:

Name: **Ande Deforge, MAB Project Supervisor**  
Division: Municipal Assistance Bureau  
Address: Vermont Agency of Transportation  
One National Life Drive  
Montpelier, VT 05633-5001

**9. Payment of Amounts Found Due by Audit.** In the event an audit or inspection by a certified or registered public accountant or an authorized agent of the State reveals that monies are due and owing to the State from the Subrecipient, for whatever reasons, then the Subrecipient shall pay such sums to the State within thirty (30) days of written notification of the findings of such audit or inspection.

## ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State 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 State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party 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 Party, 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.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party 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

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party 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.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in

the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of 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.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party 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 Party under this Agreement. Party further agrees to include this provision in all subcontracts.

**12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any 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.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement

with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.  
  
Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

**ATTACHMENT D**  
**OTHER GRANT AGREEMENT PROVISIONS**

1. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.
2. **Availability of Federal Funds:** This contract is funded in whole or in part by federal funds. In the event the federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
3. ~~**Identity of workers:** The Subrecipient will assign the following individuals to the services to be performed under the provisions of this agreement, and these individuals shall be considered essential to performance. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the agreement.~~
4. ~~**Work Product Ownership:** Upon full payment by the State, all products of the Subrecipient's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.~~
5. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this grant agreement shall be approved/reviewed by the State prior to release.
6. ~~**Ownership of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the State under this grant agreement is provided on a loan basis only and remains the property of the State.~~
7. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
8. ~~**Performance Bond:** The Subrecipient shall, prior to commencing work under this grant agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the grant agreement by the Subrecipient and payment of all subcontractors, suppliers and employees.~~
9. ~~**Professional Liability Insurance:** Before commencing work on this grant agreement and throughout the term of this grant agreement, Subrecipient shall procure and maintain professional liability insurance for any and all services performed under this grant agreement, with minimum coverage of \$100,000.00 per occurrence.~~
10. **Federal-Aid Construction Work:** The subrecipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.

- 11. ~~Health Insurance Privacy & Portability Act:~~** ~~The confidentiality of any health care information acquired by or provided to the independent subrecipient shall be maintained in compliance with any applicable State or federal laws or regulations.~~
- 12. Audit of Federal Subrecipient:** Under current interpretations of federal law, the subrecipient will be subject to the federal Single Audit Act. Subrecipient will comply with audit requirements contained in Circular A-133/Circular A110 and/or other applicable circulars of the U.S. Office of Management and Budget. ~~The cost of such an audit will be borne by the Subrecipient is included in the payment provisions of this Grant.~~
- 13. Requirement to Have a Single Audit:** If this subrecipient expends \$500,000 or more in federal assistance during its fiscal year, it is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program-specific audit.

The subrecipient may elect to have a program-specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the entity.

If the subrecipient should spend less than \$500,000 in aggregate federal funds in any single fiscal year, organization-wide financial statements and a schedule of federal financial assistance for VTrans funds only shall be submitted within nine (9) months of the end of the fiscal year. The federal financial assistance schedule will list the funds by title, Code of Federal Domestic Assistance (CFDA) number, pass-through Municipal's number, award amount, receipts, and expenditures. At the Program Director's discretion, agreed upon procedures, related to the VTrans schedule of federal financial assistance, may be required to be performed by a certified independent audit firm.

The State reserves the right to withhold reimbursement of project costs if the subrecipient does not comply with the requirements of this section or with Attachment C section 9.

- 14. Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the subrecipient must provide a copy of the approval of their Equal Opportunity Plan.
- 15. Supplanting:** If required, the subrecipient will submit a Certification that funds will not be used to supplant local or other funding.
- 16. Grant Term:** The Grant term is the period during which grant funds may be expended. Expiration of the Grant Term does not relieve the subrecipient from the duty to fulfill long term grant requirements, some of which may extend indefinitely. Such long-term requirements may include but are not limited to, maintenance of the completed project, applicable reporting requirements, and obtaining the State's approval before selling or transferring equipment or property acquired with grant proceeds.
- 17. Responsibility for Project Costs determined Ineligible for Reimbursement by FHWA:** In the event that Project costs incurred are not reimbursed by the Federal Highway Administration due to the Subrecipient's failure to follow proper federal guidelines and/or the expenditures are found by the State or FHWA to be federally non-participating items, the Subrecipient shall be responsible for 100% of such Project costs.

- 18. Limits on Reimbursement:** The State will not reimburse the Subrecipient for premium rate overtime unless the State has given its prior written approval for such overtime. The State will reimburse the Subrecipient for reasonable and necessary expenses actually incurred in the performance of this Grant subject, however, to the reimbursement limitations for state employees. The State will not reimburse the Subrecipient for meals taken during travel not requiring an overnight stay away from home.
- 19. Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR, Part 225 (superseding OMB Circular A-87 for State and Local Governments Including Schools), 2 CFR, Part 230 (superseding OMB Circular A-122 for Non Profit Organizations), or 2 CFR, Part 220 (formerly A-21 for Higher Education Institutions) as appropriate for the Grantee's type of organization.
- 20. Compliance with Administrative Regulations:** Grantee shall comply with the requirements of OMB Circular A-102 (State & Local Governments and Schools) or 2 CFR Part 215 (superseding OMB Circular A-110 for Institutions of Higher Education, Hospitals, and Non Profit organizations) as appropriate for the grantee's type of organization.
- 21. Resolution of Grant Disputes.** The parties shall attempt to resolve any disputes that may arise under this Grant by negotiation. Any dispute not resolved by negotiation shall be referred to the State's appropriate Director for determination. If the Grantee is aggrieved by the decision of the Director, the Grantee may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to Vermont Superior Court by either party as provided in 19 V.S.A. 5(d)(4).
- 22. Interpretation of Grant.** If an ambiguity or question of intent arises with respect to any provision of this Grant, the Grant will be construed as if drafted jointly between the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Grant.

**ATTACHMENT E**  
**SPECIAL CONDITIONS**

1. This project is for scoping only and the scope of the allowable work is limited to the following:

- Development of Purpose & Need Statement
- Collection of existing data which may include survey
- Local Concerns Meeting
- Resource Identification
- Preparation of Alternatives with Footprint
- Preliminary Cost Estimate, to include PE, ROW and Construction costs
- Development of an Evaluation Matrix
- Alternatives Presentation Meeting
- Alternative Selection

Any activities conducted by the Subrecipient beyond what is included above will be non-participating and not subject to reimbursement.

2. The following paragraphs in Attachment A are deleted: 5, 6a, 6b, 6c, 6d, 6e, 6f, 6h, 8, 9, 10, 14, and 18

Vermont Agency of Transportation  
Municipal Assistance Bureau  
Grant Recipient  
Project Commitments Form (PCF)

Grant recipient (Grantee): Essex Junction

Project Name: Scoping Study - Main St.  
Sidewalk Extension

By signing at the bottom of this document, the Grantee agrees to the following:

1. We acknowledge that we are responsible for providing the local share of the project funding and commit to doing so.
2. We are ready to move forward with this project and will sign the grant agreement within one month of receiving it from the State of Vermont Agency of Transportation (VTrans).
3. Within 2 months of receiving a fully executed grant agreement from VTrans, we will begin the procurement process for contracted services (i.e. project management and/or engineering.) If both of these services will be procured, the RFP/RFQ for design services must be advertised within one month of the selection of the Local Project Manager (LPM).
4. The grantee shall obtain a detailed proposed schedule from the design consultant, which indicates the time duration for key steps which advance the project to contract plans and bid documents within 1 month of the design contract being executed. Municipal Assistance Bureau staff members will review and verify that adequate timeframes are included for VTrans reviews and required project milestones. We agree to work with VTrans to develop a mutually-agreeable initial baseline project schedule, against which project progress will be evaluated.
5. We will submit reports at least quarterly that detail project progress, as compared to the baseline schedule. We will notify the VTrans project supervisor of any proposed changes to the baseline schedule in a timely manner. These will be discussed and reviewed. Impacts to key milestones resulting from an approved schedule change will be identified and discussed.
6. Project invoices requesting reimbursement for eligible expenses will be submitted at least quarterly, but may be submitted monthly.
7. We understand that a copy of this PCF will be appended to the grant agreement.

Patrick C. Schiele

8-14-14

Authorized municipal official (Name and Signature)

Date

**ATTACHMENT F**  
**APPLICABLE STANDARDS & DESIGN CRITERIA**

- A. Vermont State Standards for Design
- B. Latest Edition of the Manual for Uniform Traffic Control Devices (MUTCD)
- C. The most recent appropriate version of the VTrans Standard Specifications for Construction, as amended with its most recent General Special Provisions and Supplemental Specifications, but only to the extent not inconsistent with this Grant Agreement.
- D. VTrans Utilities Manual
- E. Vermont Pedestrian and Bicycle Facility Planning and Design Manual
- F. American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide
- G. AASHTO Guide for Design of Pavement Structures
- H. The most recent version of the Highway Capacity Manual
- I. VTrans Hydraulics Manual
- J. The Approved Project Environmental Document
- K. VTrans Structures Manual
- L. Code of Federal Regulations (CFR), Titles 23 (Highways), 48 (Federal Acquisition Regulations System) (FARS), and 49 (Transportation)
- M. VTrans Procedures for Selecting Contractors and Specifications for Contractor Services, Including Customary State Contract Provisions, but only to the extent not inconsistent with this Grant Agreement.
- N. AASHTO Specifications for Highway Bridges
- O. VTrans Design Exception Procedure
- P. VTrans Right-of-Way Manual
- Q. VTrans Policy for CADD standards
- R. U.S. Department of Justice rules implementing the Americans with Disabilities Act (ADA), 28 CFR Part 36)
- S. Municipal Assistance Bureau Guidebook
- T. Transportation Enhancement Operations Program Manual

If the Grantee believes that there is a discrepancy in the information contained herein or in the above-listed requirements, the Grantee shall notify the State. The State, after consultation with the Grantee, will, in its sole discretion, determine which requirement takes precedence.

**ATTACHMENT G**  
**PERSONNEL REQUIREMENTS AND CONDITIONS**

A. Standards of Conduct

1) No employee, officer or agent of the Subrecipient shall participate in the selection, award or administration of a contract support by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer or agent, or
- any member of his or her immediate family, or
- his or her partner, or
- an organization which employs, or is about to employ, any of the above,

has a financial or other interest in the consultant or contractor selected for award. Subrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or any gift of any kind or value from consultants, potential consultants, contractors, potential contractors, or parties to sub-agreements. Violation of this standard will result in penalties, sanctions, or other disciplinary actions to the extent permitted by State, Federal or local law.

2) Except where it conflicts with fairness toward competitors, Subrecipient shall avoid any appearance of a conflict of interest in the award of a contract. If there is such an appearance of a conflict of interest wherein a reasonable person might conclude that the contractor was selected for improper reasons, the Subrecipient shall disclose that fact and, regardless, should document its reasons for selection all contractors.

B. The Subrecipient shall employ only qualified personnel in responsible charge of the supervision of work.

C. Except with the approval of the State, during the life of this Agreement, the Subrecipient will not employ:

1) Personnel on the payroll of the State who are directly involved with the awarding, administration, monitoring, or performance of the contract or the Project(s) which are the subject(s) of this Grant Agreement, or

2) Any person so involved within one (1) year of termination of employment with the State.

**ATTACHMENT G**  
**PERSONNEL REQUIREMENTS AND CONDITIONS (CONTINUED)**

D. The Subrecipient warrants that no company or person has been employed or retained other than a bona fide employee working solely for the Subrecipient to solicit or secure this Agreement and that no company or person has been paid or has an agreement with the Subrecipient to be paid other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the warranty, the State shall have the right to annul this Agreement without liability to the State and to regain all costs incurred by the State in the performance of the Agreement.

E. The State reserves the right to require the removal from the Project any person employed by the Subrecipient for misconduct, incompetence or negligence, as determined by the Secretary of the Vermont Agency of Transportation, in the due and proper performance of his/her duties or who neglects or refuses to comply with the requirements of this Agreement.

**ATTACHMENT H**  
**REQUIRED SUBMITTALS, STATE LIAISON, WAIVER OF STANDARDS AND**  
**MODIFICATIONS OF DESIGN STEPS, PLANS, DOCUMENTS AND ESTIMATES**

Required Submittals: ~~Conceptual Plans, Final Plans and Contract Plans, Specifications and Estimates~~ Draft Scoping Report and Final Scoping Report

State Liaison: **Joel Perrigo, MAB Project Manager**  
**Ande Deforge, MAB Project Supervisor**

Waivers of Standards: **NONE**

Modifications of Project Design Steps, Plans, Documents and Estimates: **Project is for scoping only – See Attachment E**

**VERMONT LEAGUE  
OF CITIES & TOWNS**

**Policy Number: P1952014**

### Company Affording Coverage

Village of Essex Junction, incl Friends of the Brownell  
Library, Essex Firemen's Fund  
Attn: Susan McNamara-Hill  
2 Lincoln Street  
Essex Junction, VT 05452

VLCT Property & Casualty Intermunicipal Fund, Inc.  
89 Main Street Suite 4  
Montpeilier, VT 05602

**Authorized Representative:**

Paul Cook



## **MEMORANDUM**

**TO:** Pat Scheidel, Municipal Manager, and Village Trustees  
**FROM:** Robin Pierce, Community Development Director *RJP*  
**DATE:** October 28, 2014  
**SUBJECT:** Village Center Charrette - Sole Source Consultant Selection

### **Issue**

The issue is whether or not the Trustees wish to appoint Julie Campoli to lead the Charrette for the Village Center District.

### **Discussion**

In the past five years there has been a lot of energy in the Village through municipal and community initiatives. In each case aesthetics and thoughtful growth have been at the core of discussions.

Julie Campoli is an urban designer and author who writes about urban form and the changing landscape. She combines a planner's perspective with a designer's sensibility to illustrate the built environment and the processes that shape it. She is the author of *Made for Walking: Density and Neighborhood Form*, and co-author of *Visualizing Density*, and *Above and Beyond: Visualizing Change in Small Towns and Rural Areas*.

Julie has developed innovative graphic techniques to help people understand the relationship between design concepts and actual urban environments. Her most recent book, *Made for Walking*, uses hundreds of photographs, montages, maps and diagrams of North American neighborhoods to illustrate the types of urban form that make sustainable transportation possible. She writes, conducts workshops and lectures throughout the country on the topics of walkability, density, housing, sustainable transportation, and green infrastructure.

Julie is a Vermonter with a nationally recognized reputation for conducting community education and design discussions on best practice planning and design practices. There is no other consultant working in Vermont that can bring Julie's breadth of experience and skills to the Village Charrette.

### **Cost**

Julie's estimate is under \$10,000 for the Charrette and product after the event that encapsulates the discussions and ideas that develop from the Charrette.

### **Recommendation**

It is recommended that because of the uniqueness of the project, which corresponds with the uniqueness of Julie's skills, the Trustees appoint Julie Campoli to lead the Village Center Charrette.



Proposed Scope of Work & Estimated Budget  
Essex Junction Village Center Project Urban Design & Planning Services

Julie Campoli, Terra Firma Urban Design

10/27/14

TASK	DESCRIPTION	HOURS
Phase 1: Process planning / site analysis		Phase 1 Total 15
Planning Team Meeting	Outline planning process, identify event partners/sponsors, online & social media engagement tools, etc	2
Site photography		1.5
Research	Review town regs, Heart&Soul process&findings, parcel ownership, current development plans, historic material, design precedents, etc	3.5
Site Analysis	Visual analysis of existing conditions, constraints, opportunities (train hop display)	5
Communication	Interactive process with team members (email/phone)	3
Phase 2: Public Engagement / idea generation		Phase 2 Total 39
<u>Event #1: Public Outreach</u>		
Planning Team Meeting	Develop outreach strategy, ID goals, event participants/contributors, program, activities, promotion, possible outcomes	3
Addtl Public Outreach	Explore / develop opportunities for public input through online/social media	4
Train Hop Event	Develop event content and produce materials, possible activities/materials: videos, hands on exercises, visual display	8
	Coordinate with Heart & Soul	2
	Attend event, oversee design-related activities	6
<u>Event #2: Design Workshop</u>		
Prep workshop	Develop content & exercises, prepare presentations, assemble materials	7
Workshop Event	Public presentation / oversee design exercises	5
	sumarize/analyze charette results	2
Communication	Interactive process with team members (email/phone)	2

### Phase 3: Design Development

Phase 3 Total 45

Preliminary meetings	meet w/landowners to discuss their plans, concerns, convey results of public workshops	
	meet w/ planning team to discuss charette results / potential concepts	5
Schematic Design	develop schematic plans	15
Graphic Materials	3-D views	8
	before/after visual simulations	8
Planning Team Meeting	present / discuss alternatives, discuss public presentation/feedback strategy	3
	refine design(s)	6

TOTAL HOURS	99
TOTAL AMOUNT	\$9,900.00

Pro bono hourly rate of \$100/hour (vs. standard \$130)

Does not include expenses, which will be billed at cost. Expenses typically include mileage to and from meetings and events, and (previously approved) workshop materials.

# Proposed Scope of Work & Estimated Budget

Essex Junction Village Center Pr Urban Design & Planning Services

Julie Campoli, Terra Firma Urban Design

Submitted 9/25/2014

TASK	DESCRIPTION	HOURS
<b>Phase 1- Process planning / site analysis</b>		
Phase 1 Total		
Planning Team Meeting	Outline planning process, identify event partners/sponsors, online & social media engagement tools, etc	2
Site photography		1.5
Research	Review town regs, Heart&Soul process&findings, parcel ownership, current development plans, historic material, design precedents, etc	5.5
Site Analysis	Visual analysis of existing conditions, constraints, opportunities (train hop display)	5
Communication	Interactive process with team members (email/phone)	3
<b>Phase 2Public Engagement / idea generation</b>		
Phase 2 Total		
<u>Event #1: Public Outreach</u>		
Planning Team Meeting	Develop outreach strategy, ID goals, event participants/contributors, program, activities, promotion, possible outcomes	3
Addtl Public Outreach	Explore / develop opportunities for public input through online/social media	4
Train Hop Event	Develop event content and produce materials, possible activities/materials: videos, hands on exercises, visual display	10
	Coordinate with Heart & Soul	2
	Attend event, oversee design-related activities	6
<u>Event #2: Design Workshop</u>		
Planning Team Meeting	Evaluate Train hop/other public input, plan design workshop	2
Prep workshop	Develop content & exercises, prepare presentations, assemble materials	14
Workshop Event	Public presentation / oversee design exercises	5

Phase 3 Design Development		Phase 2 Total
Preliminary	evaluate charrette results / potential concepts	2
Schematic Design	schematic plans	10
Graphic Materials	3-D views	7
	before/after visual simulations	8
Planning Team Meeting	present / discuss alternatives, discuss public presentation/feedback strategy	3
	refine design(s)	6
TOTAL HOURS		99
TOTAL AMOUNT		\$9,900.00

Pro bono hourly rate of \$100/hour (vs. standard \$130)

Does not include expenses, which will be billed at cost. Expenses typically include mileage to and from meetings and events, and (previously approved) workshop materials.

## Experience

Principal, Terra Firma Urban Design, Burlington, VT, 1989-present  
Site design, urban design, visual simulation, growth center planning, zoning analyses, and urban streetscapes

Teaching Faculty, Lincoln Institute of Land Policy, Cambridge, MA, 2002–2009  
Research, writing, course development, and teaching

## Education

Harvard University Graduate School of Design, Cambridge, MA  
Loeb Fellow, 2009- 2010

Cornell University, Ithaca, NY  
Master of Landscape Architecture, 1989

Middlebury College, Middlebury, VT  
Bachelor of Arts, American Literature, 1980

## Awards and Grants

Loeb Fellowship Alumni Grant: Flood Resiliency for Riverside Downtowns, 2012  
Loeb Fellowship. Awarded a year of unstructured study as a resident Fellow, Harvard University 2009-2010  
*Choice* magazine, Outstanding Academic Title of 2007: *Visualizing Density*  
*Planetizen* Online Planning and Development Network, Top 10 Books for 2008: *Visualizing Density*  
*Planetizen*, Top Ten Websites-2007: *Visualizing Density* web site  
American Association of State and Highway Transportation Officials (AASHTO) National Award for Smart Growth: VT Interstate Interchange Policy and Planning Initiative, 2004 (*Planning & Design Guidelines*)  
Graham Foundation for Advanced Studies in the Fine Arts, Project Grant, 1995: Vermont Land Use Patterns  
Vermont Council on the Arts Fellowship Award, 1995-96  
NEA, Design Arts Program, Individual Project Grant, 1992: Design Models for Compact Village Neighborhoods

## Volunteer Experience

Burlington Waterfront Public Investment Team, 2013  
Loeb Fellowship Selection Committee, 2011  
National Academy of Sciences, Transportation Research Board, Project Panel Member, NCHRP 25-36: *Travel Impacts and Greenhouse Gas Benefits of Rural and Smaller Community Land Use Strategies*, 2010-present  
Burlington Development Review Board, 2000-2005  
Burlington Public Works Commission, 1994-2000

## Publications

*Made for Walking: Neighborhood Density and Urban Form*, Lincoln Institute of Land Policy Press, 2013.  
*Visualizing Density*, 2007, Lincoln Institute of Land Policy Press (with Alex MacLean). This book was preceded by an interactive web site teaching the concepts of urban design and neighborhood density.  
*Vermont Interstate Interchange Planning and Development Guidelines*, Vermont Department of Housing and Community Affairs (with Burnt Rock, Inc.), 2004  
*Above and Beyond: Visualizing Change in Small Towns and Rural Areas*, 2001, American Planning Association Press (with Elizabeth Humstone and Alex MacLean)  
*Growing Smarter: Best Site Planning for Residential, Commercial, and Industrial Development*, published by the Vermont Forum on Sprawl (with Burnt Rock, Inc.), March, 2001

## Speaking and Teaching

*Made for Walking* Book Talks: Boston, New York, Washington, Charlotte, Hartford, Chattanooga, New Haven, Houston, Burlington, Vancouver, Portland, San Francisco, 2013-2014  
*Transit and Housing Equity for Walkable Neighborhoods*, Keynote address, Utah Affordable Housing Coalition Annual Conference, Salt Lake City, 2013  
*Built to Last: Development Projects as the Building Blocks of Sustainable Cities*, New Orleans, 2012  
*Density and the Sustainable City*, Boston Society of Architects, April, 2010  
*How Dense Can You Be?* Harvard University Graduate School of Design, April, 2010  
*Visualizing Density Workshops*: Boise, Salt Lake City, Kansas City, Hartford, Boston, Phoenix, Cambridge, Austin, Portland, OR, Fairfield, CT, Belmont, MA, Burlington, 2004-2009  
*Density and the Green City*, University of Colorado School of Architecture, Spring Lecture Series, Denver, 2009  
*Redesigning Suburbia*, Build Boston, November, 2008  
*Visualizing Density and Getting it Right*, Congress for New Urbanism XVI, Austin, TX, April, 2008  
*Site Planning for Affordable Housing*, Vermont Housing and Conservation Board Training Workshop, May, 2007  
*Visualizing Density*, Keynote Address, *Density Summit*, Lancaster, PA, June, 2007  
*Rural and Small Town Smart Growth*, Places to Grow Summit, Toronto, ON, May, 2007  
*Creating a Framework for Smart Growth*, Keynote Address, 2006 MA Smart Growth Conference, December, 2006  
*Making Sense of Place*, Phoenix, AZ, April, 2004  
*Visualizing Density*, Cornell University, *Fall Colloquium Series*, Ithaca, NY October, 2003  
*Density: Myths and Reality*, Boston Society of Architects, Boston, MA, September, 2003  
*Above & Beyond: Visualizing Change in Small Towns and Rural Areas*, American Planning Association National Conference, Chicago, IL, April, 2002  
*Visualizing Density, Planning in the Post-Sprawl Era*, USC, Los Angeles, CA, November, 2001  
*Alternatives to Commercial Strip Development, A Picture is Worth a Thousand Words*, Sierra Business Council Annual Planning Conference, Columbia, CA, 1998  
*Controlling Strip Development*, American Planning Association National Conference, April, 1998  
Presentations on density, village design and growth planning for New England towns, 1993-2008

## Selected Projects

### *Town Planning, Open Space and Growth Studies*

Upstream-Downtown: Building Flood Resiliency in Vermont's Downtowns and Villages, 2013  
Independent Technical Review of Shelburnewood PUD, Shelburne, VT, 2009  
*Visualizing Density*, development of curriculum, web site, and books on density in residential neighborhoods, Lincoln Institute of Land Use Policy, 2001-2008  
*Big Box Analyzer*, Orton Family Foundation, 2007  
Dresden District Master Plan, Hanover, NH, 2006  
Best Development Practices Handbook, VT Forum on Sprawl, 2000

### *Urban Design and Site Planning*

Salisbury Square Housing Site Plan, Randolph, VT, 2007  
North Street Housing Redevelopment, Burlington, VT, 2006  
Richford Mill Project River Park Site plan, Housing Vermont, 2005  
Vergennes Affordable Housing Site Plan, Housing Vermont, 2004  
Downtown Wal-Mart visual simulation, Vermont Preservation Trust, 2004  
Mallets Bay Ave Neighborhood Improvement Study, Winooski, VT, 2004  
Montpelier Affordable Housing Site Plan, Central Vermont Community Land Trust, 2001  
Irasville Growth Center Urban Design Plan, Waitsfield, VT, 1998  
North Street Revitalization Plan, Site Plan and Computer Visualization, Burlington, VT, 1997-98

### *Transportation Design and Planning*

*Roadscape Guide: Protecting Scenic Road Corridors*, Champlain Valley Greenbelt Alliance, 2005  
*Vermont Interstate Interchange Design Guidelines*, VT Department of Housing and Community Affairs, 2004  
Route 7 Corridor Scenic Analysis, Champlain Valley Greenbelt Alliance, 2001



## **MEMORANDUM**

TO: Essex Junction Trustees and Pat Scheidel, Village Manager  
FROM: James Jutras, Water Quality Superintendent  
cc: Lauren Morrisseau Assistant Manager/Finance Director  
DATE: October 23, 2014  
SUBJECT: Encore Solar Contract Modification

A handwritten signature in blue ink, appearing to read "James Jutras", is written over the "cc:" line of the memorandum.

**Issue:** Whether or not to modify terms of our existing contract with Encore Solar.

**Discussion:** The Trustees authorized the Manager to sign a contract with Encore Solar for Electrical net metering and a land lease at the Wastewater facility. Since authorization, the solar field has been constructed and was commissioned Wednesday October 22, 2014. The wastewater facility Cogeneration installation is in process and will be completed by the end of 2014. Wastewater electrical consumption estimates were recently refined and found to be lower than originally projected.

With the Cogeneration capacity added to the solar generating capacity, staff wants to insure the Village can maximize the revenue potential under the Encore agreement. The proposed contract change is to add eligible Village Electric accounts to the Net Metering agreement. This way we insure that we maximize the revenue generated by the solar installation.

An additional change was requested by Encore Solar. For ease of management, they requested modification of the terms for payment reconciliation. We jointly support reconciliation of the contract amounts twice per year at the end of December and June to coincide with our fiscal cycle.

The contract revisions are being prepared. The revised contract may not be available for the Trustee meeting.

**Costs:** No additional costs.

**Recommendation:** It is recommended that the Village Trustees authorize the Municipal Manager to sign a contract modification with Encore Solar to add net metering accounts and to reconcile the contract twice annually.



## **MEMORANDUM**

**TO:** Pat Scheidel, Village Manager, Trustees  
**FROM:** Robin Pierce, Community Development Director *RJP*  
**CC:** Rick Jones, Public Works Superintendent  
**DATE:** October 28, 2014  
**SUBJECT:** Response to Steve Eustis' comments and questions regarding the nature trails at Whitcomb Heights II

### **Issue**

The issue is whether or not the Trustees wish to act on a Planning Commission recommendation from 1999 to take ownership of the 57.43 acres of Open Space (as stated in the PC Findings), which includes three nature trails, that was part of the approval for the 1999 PC decision.

### **Discussion**

In 1999 there was a recommendation from the PC that the Village Trustees consider taking ownership and all maintenance requirements of the Open Space and attendant nature trails per the PC Resolution:

Ownership of the area labeled "Open Space" maybe transferred to the Village during construction of the development, if the open space areas are not transferred to the Village prior to the issuance of the final permit, South Street Associates, its assigns or heirs shall notify the abutting property owners (by standard mail), and the Village Trustees (by certified mail) within sixty (60) days after the issuance of the final zoning permit. The last zoning permit has not been issued. If the Trustees do not exercise their option to take control of the Open Space and trails then the ownership reverts to the Condominium Association as a pre-approved act of the Association.

The soils on the site are gravel and granular sand and are to be the basis of the nature trail. There was never discussion, or recommendation, that the nature trails perform as a running track, or bike path.

In recent years the Village has taken a position that developers or Condominium/Homeowners Associations shall be responsible for the ownership, maintenance and repair of open space and trails on their property. This is reflected in the recent Village Walk PC Decision where reference to the Village owning and maintaining open space and trails was required to be removed from the Plans prior to approval.

### **Cost**

This would be a significant cost burden, and liability, to the Village in terms of staff time and financial commitment.

### **Recommendation**

It is recommended by Staff that the Trustees do not exercise the option to take ownership of the Open Space and trails on the property.

Sent: Thursday, October 16, 2014 6:43 PM

To: Patrick C. Scheidel; George Tyler

Subject: Trustees meeting follow up

George (and Pat),

What is the status of the concerns that I brought before the board back in June? Do I need to come to a Trustees meeting to get briefed?

- West St/ West St Ext intersection
- Whitcomb II woodland path to meet the standards set forth in the planning commission findings
- Village assuming ownership of the Whitcomb II open space as allowed by the planning commission findings

Thanks!

--Steve Eustis

calendar for a fee. A moderator to work a few hours a week to ensure postings are accurate and current is needed. Funding sources are being investigated. In the long term the task could be folded into the job description of a staff member. Vermont Chamber is interested in the tool. Some Vermont businesses use the tool now. Lara Keenan will present the software to stakeholders in the community.

### **3. Presentation: Brownell Library Long Range Plan**

Daisy Benson, Dottie Bergendahl, Nina Curtiss, and Lara Keenan highlighted the following in the library long range plan:

- The plan is effective July 2015 through 2019.
- The plan supports the mission to provide diverse collections and services for all.
- Per a survey the majority of the community feels there would be a loss if the library closed.
- Locally the priority is borrowing books, CDs, audios, attending programs, reading books and magazines, and consulting with library staff.
- The library can assist Heart & Soul with response areas of education, community connections, health and recreation, and local economy.
- There is an action plan to implement the strategic plan. Additional funding is not anticipated for the action steps. The library as always will seek creative ways to find outside sources of support.

There was discussion of the following:

- Developing an expertise and charging a fee for that expertise. In general the library does not charge for services in order not to exclude anyone. There have been instances at other libraries where space was “rented” for Wi-Fi usage for short time periods. The ‘rent’ covered costs.
- An economic look at library users showed between \$195,000 and \$250,000 is spent in the village in a year.
- The library supports the Homecard system, more programming around technology, adult and children programming, digital and brick & mortar collections. A license or fee is often required to access online materials. People still want books too.
- Some public and private universities are tied into libraries and share documents. Some items are pricey and a license is needed for use. There is some sharing through the state library.
- Library staff helps patrons find information sites for the Affordable Health Care Act.
- Surveys and communication with organizations in the community will be done to ascertain current needs during the five year long range plan time period.
- The need and use of the physical library is increasing. People go to the library for books and other services. There are still some people without technology. It is necessary to have paper copies of essential information.

### **4. West Street/West Street Extension Intersection & Whitcomb II Common Land/Trail**

Steve Eustis, 18 Wilkinson Drive, expressed concern about the challenging intersection at West Street/West Street Extension. The proposal by the Village Engineer to modify the

intersection should improve safety. The Village Engineer will cost out the project and the capital committee will rank the project if necessary.

Steve Eustis discussed the trail and open land on the Whitcomb II development, noting the area is a great asset for villagers. Mr. Eustis suggested to improve access to the trail there could be better signage at the trailhead and the trail through the wet areas could be better cleared. Also, the village should pursue ownership of the open space for the future. Staff will review the approved development plan and investigate any technical issues with the property. The homeowners association will be contacted.

5. CVE Request for Sound Waiver for Relay for Life Event June 20-21, 2014

Tom Oddy with CVE requested a Category C sound waiver with Category B limits for the Relay for Life event on June 20-21, 2014 from 4 PM to 9 AM. The event raises over \$300,000 each year to fight cancer. Noise is monitored through the night. Last year the noise level was well under the allowed limit. Speakers will be located on the north side of the midway this year rather than on the south side to further reduce noise.

4. **OLD BUSINESS**

1. Sound Waiver for Relay for Life

**MOTION by George Tyler, SCND by Elaine Sopchak, to approve the Category C sound waiver for Relay for Life and to use the Category B dBA limits of one hour average of 78 dBA and maximum five minute average of 83 dBA. VOTING: unanimous (4-0); motion carried.**

2. Approve/Sign Bond Documents for Capital Projects

Staff noted the voters at the 2014 annual meeting approved a bond of \$3.3 million for capital projects. The cost of the bond over 20 years will be \$4,605,381. The cost of the bond for an average house in the village in FY15 is approximately \$19 and approximately \$58 in FY16 decreasing each year thereafter.

**MOTION by Dan Kerin, SECOND by Elaine Sopchak, to approve/sign the bond documents to finance capital infrastructure projects. VOTING: unanimous (4-0); motion carried.**

3. Reappointments to CCRPC Planning Advisory Committee

**MOTION by George Tyler, SECOND by Dan Kerin, to reappoint Robin Pierce as the representative to CCRPC Planning Advisory Committee and John Alden as the alternate for a period of July 1, 2014 through June 30, 2016. VOTING: unanimous (4-0); motion carried.**

4. FY2015 Tax Collection

Doug Fisher, Town of Essex Finance Director, reviewed the proposal for the town to handle tax billing and collection for the village, village school district, and recreation department in an effort to eliminate duplication of expenses with tax bills. Village taxpayers will receive only one tax bill and write one check. The town will pursue delinquent taxpayers. Within 20 days after collection 100% of the tax levy for the village

# **VILLAGE OF ESSEX JUNCTION**

2 Lincoln Street, Essex Junction, Vermont 05452-3685  
Phone and TDD: (802) 878-6944 FAX: (802) 878-6946  
Home Page: <http://www.essexjunction.org>  
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## **RESOLUTION - WHITCOMB HEIGHTS PHASE II PARCEL FOUR (Final Plan Approval)**

**The following is a resolution by the Village of Essex Junction Planning Commission approving a Final Plan Application for a 142 unit residential development (71 buildings) identified as Whitcomb Heights Phase 2 Parcel Four.**

**The approval is based upon the following facts and documentation:**

Robert Whitcomb Jr. and the Estate of Robert Whitcomb Sr, owner, and South Street Associates, agent request Final Plan approval to develop 142 units (71 Buildings) on an approximately 105 acre tract identified as Parcel Four of the Whitcomb Farm property;

The Conceptual and Sketch prepared by Dunn Associates, and Lamoureux & Dickinson, dated 6/18/98; and submitted on 6/19/99;

Conceptual Plan Public Hearings on 7/23/98, 12/15/99, and 1/21/99;

Conceptual Plan approval on 1/21/99;

Amended Conceptual Plan prepared by Dunn Associates, and Lamoureux & Dickinson, dated 5/5/99; and submitted on 5/7/99;

Amended Conceptual Plan Public Hearing on 5/17/99;

Amended Conceptual Plan approval on 6/3/99;

Preliminary Plan prepared by Dunn Associates, and Lamoureux & Dickinson, dated 7/21/99; and submitted on 7/30/99;

Preliminary Plan Public Hearings on 8/12/99, and 9/16/99;

Preliminary Plan approval on 10/7/99;

Final Plan prepared by Dunn Associates, and Lamoureux & Dickinson, dated 9/2/99; and submitted on 12/1/99;

Final Plan Public Hearing on 12/16/99;

Parcel Four is a 105 acre tract and is to be subdivided from the Whitcomb property which consists of a 546 acre tract;

The proposed residential units will occupy approximately 5.42 acres;

The proposed streets will occupy 5.22 acres;

A total of 94.1 acres of Parcel Four will remain undeveloped open space; and

The applicant requests waivers of Sections 610 C.1., 906 C., 909, and Road Construction Specifications in Appendix A.

**Based upon the above findings, and the application materials and testimony from the applicant, the Planning Commission issues the following conclusions, conditions and stipulations for approval of 142 condominium units (71 Buildings) on the Parcel Four of the Whitcomb Farm property.**

The Conceptual Sketch Plans, Preliminary Plans, Final Plans comply with Sections 503, and 511 C. of the Land Development Code;

The Conceptual Sketch Plan, Preliminary Plan, Final Plans comply with Whitcomb Heights Approval Resolutions, 95-3-1, 95-9-1, 96-1-1;

The Conceptual Sketch Plans, Preliminary Plans, and Final Plans comply with the approved Whitcomb Farm Master Land Use Plan;

Approval of the waiver request of Section 610.C1. to reduce the minimum front yard setback from 30 feet to 20 feet;

Approval of the request for waiver of Section 906. C. to reduce the right of way width for major arterial from 60 to 50 feet;

Approval of the request for waiver of Section 906. C. to reduce the required pavement width from 32 feet to 28 on the street connecting South and Cascade Street, and the option to reduce the pavement width to no less than 24 feet on all other streets;

Approval of the request for waiver of Section 909 to allow sidewalks on one side of a major arterial;

Approval of the waiver of Road Construction Specifications Appendix A as specified in the Village Engineer's letter dated December 9, 1999, and subject to the applicant submitting a detail of the transition between the normal road cross section and the reduced cross section, and subject to the submittal of a plan providing locations on the design plans areas where the reduced roadway section is to be installed, staff review and approval of the plan is required;

Pursuant to Section 916 of the Code, and based upon consultation with the Village Engineer, the Village Public Works Director, and other Village Staff, the Planning Commission hereby requires the following additional pedestrian and traffic related improvements;

Cascade Street shall be reconstructed from 100 feet west of the intersection of proposed Dunbar Drive to the intersection of Poplar Court, the improvements shall include a sidewalk along the northerly side of Cascade Street, all such improvements shall be built to the same standard and width as the Village proposes for the remaining portion of Cascade Street from Poplar Court to Park Street, and the applicant's portion of the improvements to Cascade Street shall be completed by July 1, 2004;

South Street shall be reconstructed from the intersection of Wilkinson Drive through the intersection of Nahma Avenue as specified on the Whitcomb Heights Final Plan (first phase) Village date received December 5, 1995, with the exception of the road width which shall be a minimum of 20 feet wide and no

curbing and no retaining wall unless the Village Engineer deems it necessary;

South Street from the intersection of Nahma Avenue to the intersection of West Street shall be shimmed and paved to a minimum depth of 2 ½" with bituminous concrete and striped to Village's Public Works Standards, and this section of South Street shall be widened to a uniform width of 20 feet with appropriate base material on the new road sections as determined by the Village Engineer, and the applicant shall prepare an engineered plan with final cross sections of the proposed improvements to South Street from Nahma Avenue to West Street, the plan shall be submitted for the Planning Commission's review and approval;

Road improvements to South Street shall be completed prior to July 1, 2001, and in accordance with the Whitcomb Heights Phase I approval, the road improvements to South Street from Wilkinson Drive to Nahma Avenue (as defined above) shall be completed whether or not development occurs on Parcel Four;

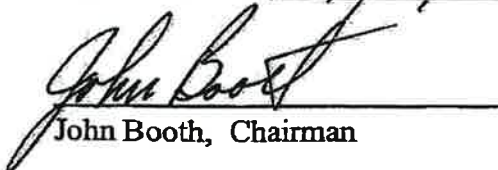
The Planning Commission recommends that the Village Trustees accept ownership of the areas labeled "Open Space" on the Final Plan for the purpose of public access and recreation; ownership of the area labeled "Open Space" may be transferred to the Village at any time during construction of the development, if the open space areas are not transferred to the Village prior to the issuance of the final zoning permit, South Street Associates, its assigns or heirs shall notify the abutting property owners (by standard mail), and the Village Trustees (by certified mail) within 60 days after the issuance of the final zoning permit of the Village's option to accept the property, the Village Trustees shall have 90 days upon receipt of required notification to accept the property, if the Village Trustees do not accept the property, it shall revert to the Condominium Association;

The paths labeled "potential and existing path" shall be constructed to a width of six feet, graded and compacted, and shurpac material shall be added in those areas where native soils are not satisfactory for a proper path (specific areas requiring shurpac shall be determined by the applicant and approved by Village Staff upon consultation with the Village Engineer), signs identifying the path as a "Nature Trail" shall be installed at appropriate locations along the path as approved by Village Staff, and the path shall be constructed prior to the issuance of the 101st certificate of occupancy;

There shall be at least three different species of trees planted in groups of 54 of each species; and

All comments in the Village Engineer's letter dated December 9, 1999, the Public Works Director's letter dated December 9, 1999, and the Waste Water Treatment Plant Director's letter dated December 8, 1999, shall be addressed and finalized to Staff's satisfaction prior to the issuance of the first zoning permit.

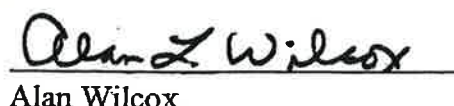
Signed this Date 1/20/00

  
John Booth, Chairman

  
Ann Gray

  
Bernard Lemieux

  
Richard Murray

  
Alan Wilcox



Community Development Department

2 Lincoln Street  
Essex Junction, VT 05452  
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Office: (802) 878-6944  
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## **MEMORANDUM**

**TO:** Pat Scheidel, Village Manager, Trustees  
**FROM:** Robin Pierce, Community Development Director *RJ*  
**DATE:** October 28, 2014  
**SUBJECT:** CVE Noise Indemnification Agreement

### **Issue**

The issue is whether or not the Trustees authorize the Village Manager sign the new CVE Noise Indemnification Agreement.

### **Discussion**

The Noise Indemnification Agreement with CVE is up for renewal. The document has been modified slightly to make the content easier to understand. The mechanism involved remains basically unchanged. Staff worked with CVE representatives to bring the document to the point where it was ready to be reviewed by the Village Attorney. Earlier this month the Village Attorney reviewed the Agreement and found no issues with it.

In the past year there have been no violations of the Noise Violation Agreement with CVE. The Village works well with CVE to ensure the goals of the Agreement are met. Events that are deemed to need sound monitoring are attended by an outside contractor who provides the Village with a report on the events. The cost of the monitoring is paid by CVE.

### **Cost**

There is no cost to the Village for this Agreement other than the fees charged by the Village Attorney for review of same.

### **Recommendation**

It is recommended that the Trustees authorize the Village Manager to execute the Noise Indemnification Agreement with CVE.

**NOISE INDEMNIFICATION AGREEMENT**  
**BETWEEN**  
**THE CHAMPLAIN VALLEY EXPOSITION, INC.**  
**AND THE VILLAGE OF ESSEX JUNCTION**  
**FOR CHAMPLAIN VALLEY EXPOSITION EVENTS**

DRAFT

THIS AGREEMENT made this \_\_\_\_ day of October 2014 by and between CHAMPLAIN VALLEY EXPOSITION, INC., a Vermont corporation with its principal place of business in Essex Junction, Vermont, (hereinafter referred to as "Indemnitor") and THE VILLAGE OF ESSEX JUNCTION, a Vermont municipality located in Chittenden County, Vermont, (hereinafter referred to as "Indemnatee").

WHEREAS, Indemnitor desires to host one or more concerts and other events, including the Champlain Valley Fair, on its property located within Indemnatee's municipal corporate boundaries ("Indemnitor's premises") from October 1, 2014-September 30, 2019; and

WHEREAS, the Essex Junction Land Development Code regulates noise performance standards to help protect the public health, safety and general welfare; and

WHEREAS, the Essex Junction Land Development Code also regulates uses within the Planned Exposition District, which governs the events and concerts scheduled, or to be scheduled, to be held at the CVE Property ("Events"); and

WHEREAS, as an inducement to encourage Indemnatee to approve the Events under its Land Development Code, Indemnitor is willing to provide Indemnatee protection from any and all violations of the Noise Performance Standards with respect to the Events on CVE Property; and

WHEREAS, CVE and the Village, in the spirit of cooperation and trust, feel that this agreement will satisfy the intentions of the Village and the regulatory conditions of the ordinance by providing for among other things, professional third party monitoring, and for continued discussions after each season.

NOW THEREFORE, in consideration of the above and other good and valuable consideration, the parties hereto agree as follows:

1. Indemnitor hereby delivers to Indemnatee and Indemnatee agrees to accept and hereby acknowledges receipt of Two Thousand Dollars (\$2,000) as security for Indemnitor's faithful compliance with the aforesaid Noise Performance Standards at all times ("Security Fund"). The Indemnatee agrees to keep the money in a separate interest bearing account; and on or before April 15<sup>th</sup> of each year, pay the Indemnitor any accrued interest.
2. Indemnitor further agrees to (a) provide Indemnatee access at no charge to Indemnitor's premises throughout the duration of each Event with such communications equipment as the Indemnatee deems reasonably necessary to permit Indemnatee to communicate with CVE personnel on site at the Event capable of and authorized to adjust or moderate the broadcast noise levels at the Event if Indemnatee, its agents, employees or contractors, determine that one or more violations of the Noise Performance Standards is occurring, and (b) to cause any such violations to be abated as soon as possible after being notified by Indemnatee of a violation.
3. The Village of Essex Junction Administrative Procedures Regarding CVE Grandstand Event Noise Monitoring ("Administrative Procedures") shall be part of this Agreement attached as Appendix A and hereby incorporated by reference. Any change to the Administrative Procedures shall nullify the Agreement, unless otherwise agreed to in writing by both parties.

# **NOISE INDEMNIFICATION AGREEMENT**

4. The following schedule shall determine the amount of the Security Fund forfeited for various violations of the Noise Performance Standards. For the purpose of this Agreement Intermittent shall mean the average dba reading measured over a continuous five (5) minute period:

A. Each violation of intermittent noise levels for first five violations	\$50
B. Each violation of intermittent noise levels for second five violations	\$150
C. Each violation of intermittent noise levels for third five violations	\$300
D. Each violation of intermittent noise levels for violation over fifteen	\$500
E. Violation of hourly average noise levels for each hour	\$5,000

These forfeiture provisions are cumulative. However, if the intermittent violation fines exceed the hourly average fine level, the average hourly fine will be billed and not the intermittent noise level fines during the same hour. By way of example, if the event had 10 intermittent noise violations, but did not violate the hourly average limits, the fine would be \$1,000. However, if the event had 12 intermittent noise violations during the first hour, the fee would be \$5,000 to reflect a violation of the hourly average.

5. If the Village of Essex Junction Trustees amends any portions of the Essex Junction Land Development Code, then this Agreement shall be modified to conform to the Essex Junction Land Development Code, unless otherwise agreed to in writing by both parties.
6. It is agreed that CVE may request the Village to approve events that have performance dates beyond the end of this agreement. If these events are approved by the Village they will be considered to be "grandfathered" as far as Section #5 above.
7. Forfeiture and Appeal Procedure.

Within five (5) working days following an Event, the Village Zoning Administrator will provide the Indemnitor written notice, by certified mail, return receipt requested, of any violations of the Noise Performance Standards and the amount of required forfeitures under this Agreement. The Indemnitor may appeal the Village Zoning Administrator's determination to the Board of Trustees by filing a written notice of appeal with the Village Clerk within ten (10) working days of the Zoning Administrator's notice. If no appeal is taken, the decision of the Zoning Administrator shall become final.

If the decision of the Zoning Administrator is appealed, the Board of Trustees of the Village will conduct an appeal hearing within thirty (30) days of the filing of the notice of appeal and shall give the Indemnitor written notice thereof by certified mail, return receipt requested, and post a notice of the meeting in a public place within the Village offices. The Board of Trustees shall make its decision, and notify the Indemnitor in writing of its decision, with respect to the appeal within ten (10) days of the hearing. The decision of the Trustees shall be final and not otherwise subject to challenge or appeal by the Indemnitor.

If the Zoning Administrator issues a notice that there were violations of the Noise Performance Standards and, pursuant to this Agreement, the Indemnitor forfeits some or all of the Security Fund, the Indemnitor shall deposit with the Indemnatee, within fifteen days of a determination of the finality of the notice of the violation or on or before the date of the next Event, whichever first occurs, an amount equal to the amount determined to have been forfeited as a result of the violation(s). Indemnitor shall cause the Security Fund to be fully funded on or prior to the date of each event regardless of the pendency of any appeal(s) from prior determinations of violations by the Zoning Administrator.

8. This Agreement and the fines contained herein shall apply to all events held on the CVE Property that may violate the noise standards contained herein. However, all noise emanating from the Indemnitor's property during events shall be included in the noise reading during an event and subject to both intermittent and average hourly fines as stipulated in this Agreement.

# **NOISE INDEMNIFICATION AGREEMENT**

9. CVE agrees that all proposed concerts shall be compatible with, and appropriate for, a Village location which has a broad mix of families and individuals of all ages.
- 10.
10. This Agreement shall be governed by the laws of the State of Vermont.
11. This is the whole agreement between the Parties on this subject, and any and all prior agreements, negotiations, and discussions between the Parties on this subject are hereby superseded. No modification, amendment or alteration shall be made to this Agreement unless in writing and signed by both parties.
12. Each and every one of the terms, provisions and conditions of this Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and assigns and all persons claiming under or through any of them.
13. The CVE shall hold a public information meeting in June of each year. CVE will review the required noise monitoring and provide notice by first class mail to abutting property owners. The Village will receive a notice of these meetings.
14. In November of each year the Parties to this Agreement shall meet to make appropriate modifications to this Agreement, by mutual consent, based on data and experience gathered from Events and the Annual Fair in the calendar year of said meeting.
15. This Agreement will run to September 30, 2019 with the understanding that the CVE may request approvals to extend it for specific events beyond that date (see Section #6). The Parties agree that they will start discussions for the renewal of this Agreement no later than April 1, 2019.

Dated at Essex Junction, Vermont, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CHAMPLAIN VALLEY EXPOSITION, INC.**

By: \_\_\_\_\_  
A duly authorized agent

Dated at Essex Junction, Vermont, this \_\_\_\_\_ of \_\_\_\_\_, 2014.

**VILLAGE OF ESSEX JUNCTION**

By: \_\_\_\_\_  
Patrick Scheidel  
Municipal Manager  
Its duly authorized agent

# **NOISE INDEMNIFICATION AGREEMENT**

## **APPENDIX A**

### **VILLAGE OF ESSEX JUNCTION** **ADMINISTRATIVE PROCEDURES** **REGARDING CVE GRANDSTAND EVENT NOISE MONITORING**

**1) PURPOSE:**

- a) To establish procedures to ensure compliance with the Essex Junction Land Development Code Noise Performance Standards.

**2) MONITORING AND RECORDING PROCEDURES:**

- a) Coverage: Any music concert or other outdoor event that may exceed the Noise Performance Standards shall be monitored by an employee of a private contractor that works for the Village of Essex Junction, but is paid for by the Champlain Valley Exposition.
- b) A third party will be hired on an event basis to provide professional sound monitoring during the event(s) (See paragraph #2 c on page 4 of 6). The services of the third party will include a project manager for coordination, a scientist for field measurements and two monitors (one stationary and one mobile) that are factory calibrated prior to each event. The third party will maintain readings per event in a database that can be retrieved later on.
- c) The events selected to be monitored will be mutually agreed upon by the Exposition and Village Staffs'. Complete reports shall be provided to the Village when requested. Any event that exceeds the sound levels contained in the Noise Indemnification Agreement shall require a report. A representative sample of noise monitor readings shall be taken from the grandstand seating during events held in the grandstand with the roving noise monitor.
- d) CVE will also perform, with its own equipment, roving monitoring throughout the event and will provide communications with sound board personnel during concerts, which will be a proactive approach toward this overall project.
- e) E) This new agreement will be effective on October 1, 2014, or sooner if approved by the Village Trustees. F) CVE will pay for all costs directly associated with sound monitoring, or preparation thereof, for CVE events including staff meetings, monitoring, data analysis and reporting. The Village will contract with the third party, pay for services and bill CVE following each event.
- f) G) The Village may at its own choice and cost retain the third party to monitor additional events. The Village of Essex Junction shall pay for the costs of any additional meetings to be attended by a representative(s) of the third party such as, but not limited to, public meetings.
- g) H) The professional monitoring will begin October 1, 2014 and conclude September 30, 2019.

# **NOISE INDEMNIFICATION AGREEMENT**

## **SOUND WAIVER CATEGORIES**

### **1) PURPOSE:**

a) To acknowledge historical baseline noise levels for the Fair and develop a monitoring protocol that will define reasonable sound levels for events at CVE, and provide sound waivers from the Village Land Development Code for no more than twenty (20) event days for each year of this Agreement. An “event day” is defined as a 24 hour period that begins at the start of the event. Municipal or government events not sponsored by CVE will not be part of the 20 event cap.

### **2) CATEGORIES:**

a) Category A. This is for the annual Fair. No Sound Waiver Application is required for a maximum of twelve (12) Fair days, unless CVE feel they are going to exceed the limits outlined in Categories B and C. The Annual Fair, excluding grandstand events, with an Agreement waiver will adhere to the following levels:

One Hour Average – 72dba.

Maximum Five Minute Average – 75dba.

b) Category B. For CVE events including the Annual Fair grandstand events. This sound waiver category requires Village Manager or Designee Approval. These waivers, with limits, will adhere to all other aspects of the Village Land Development Code. Village Manager or Designee shall not unreasonably withhold approval of this category of sounds waivers:

One Hour Average – 78dba.

Maximum Five Minute Average – 83dba.

c) Category C. CVE requested events, to a maximum of the twenty waiver limit, that have regional and/or community worth. This sound waiver category requires Village Manager and/or designee approval at which time specific dba limits will be established. Time will be provided for Public Comment on this Category of sound waivers.

## **SOUND MONITORING FOR WAIVED EVENTS.**

### **1) PURPOSE:**

a) To establish a verifiable objective record of the noise levels at CVE waived events.

b) CVE will pay the fee for third party sound monitoring activities at waived events. The cost of other professional sound consulting services will be shared equally by CVE and the Village.

c) A third party sound monitoring professional will have the capacity to record abnormalities in the sound recording that are the result of sounds outside of CVE’s control that skew the sound testing results. Skewed sound noise level recordings can be caused by; rain, thunder, wind, or nonevent source noise. Such abnormalities will be noted by the sound engineer in any report, and enable the Village Manger to make an informed decision regarding fine generating dba levels that were not a direct result of CVE noise activity.

## **RECORDS:**

h) A printout of the noise readings shall be provided to the Village upon request of same and kept on file in the Development Office for three years, along with any notes that record efforts to obtain compliance. These records will be available for public inspection.

# **NOISE INDEMNIFICATION AGREEMENT**

## **3) FINES:**

- a) Fines shall be imposed in accordance with the Noise Indemnification Agreement between The Champlain Valley Exposition, Inc., and the Village of Essex Junction for Champlain Valley Exposition events, executed this \_\_\_\_ day of \_\_\_\_\_ 2014
- b) As with any zoning violation, the Village of Essex Junction's goal is to obtain compliance. If the CVE is notified of an intermittent noise level violation and brings the sound into compliance within ten minutes for each act, they shall not be fined for an intermittent noise violation. If the noise violation is not corrected within the ten minute compliance period then the appropriate fine schedule for intermittent noise level violations, as outlined on page 2 of 6 of this document under paragraph number four (4), will be imposed for the period that triggered the ten (10) minute compliance notification. Any sounds above permitted levels after the ten minute compliance period has elapsed shall receive an intermittent noise level fine. The hourly average shall be based on a continuous reading and not subject to a warning period to reduce the noise level. For purposes of establishing the fine, it shall be based on a stationary machine that is recording the hourly average.

## **4) COMMUNICATION:**

- a) Municipal officials shall have contact with the Essex Police Department and the Champlain Valley Exposition officials at all times during an Event.

## **5) CALIBRATION:**

- a) The noise monitors shall be calibrated on an annual basis by the manufacturer or the State of Vermont and a copy of the current certificate of calibration shall be kept on file in the Village Office and at the NEAQT Office. Also, the machines shall be calibrated with the calibrator before recording sound at a concert or other event.

October 24, 2014

To: Village Trustees and Essex Selectboard

Fr: Municipal Manager *PLS*

Re: Global Foundries liaison group

### **ISSUE**

The issue is whether or not the legislative bodies will appoint a group of individuals to serve as a community liaison group to Global Foundries.

### **DISCUSSION**

In a recent conversation with Jeff Carr, he suggested a few people should form a community group to work with Global Foundries to familiarize them with the local area politically, socially and economically. Thus, representative(s) from the legislative bodies, staff and economic/business arena should comprise the group membership. During this discussion I recruited Jeff to serve if appointed. As long as there is an understanding that he will recuse himself from any conflict of interest situations he agreed.

### **COST**

There are no expected costs associated with this issue, except some staff time.

### **RECOMMENDATION**

It is recommended that the legislative bodies create a small liaison group to communicate/work with Global Foundries. It is further recommended that the Village President and Selectboard Chair work with the Municipal Manager to draft a purpose statement and suggested members for the group.



Patrick Scheidel  
Municipal Manager  
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## **MEMORANDUM**

**TO:** Village Trustees  
**FROM:** Pat Scheidel, Village Manager *PKS*  
**DATE:** October 22, 2014  
**SUBJECT:** November 10<sup>th</sup> meeting with Essex Selectboard

The Trustees meeting at 6:30 p.m. will include the presentation of the FYE 16 General Fund Capital Reserve Plan.

) The joint meeting with the Essex Selectboard at 7:30 p.m. is regarding the shared Village and Town Public Works service delivery in FYE 16.



## **MEMORANDUM**

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

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

#### **November 10 at 6:30 – Regular Meeting**

- Joint meeting with Essex Selectboard at 7:30

#### **December 9 at 6:30 – Regular Trustees Meeting – FYE 16 Budget Day in lieu of night meeting?**

#### **December 12 from 6-9 PM – Tree Lighting & Train Hop**

#### **December 23 at 6:30 – Regular Trustees Meeting**

#### **January 13, 2015 at 6:30 – Regular Trustees Meeting**

- Meet with Legislative Representatives about 2015 Legislative Priorities
- Review FYE 16 Budgets

#### **January 27 at 6:30 – Regular Trustees Meeting**

- Public Hearing on FYE 16 Budgets and Capital Program

#### **February 10 at 6:30 – Regular Trustees Meeting**

- Adopt FYE 16 Budgets and Capital Programs

#### **February 24 at 6:30 – Regular Trustees Meeting**

- Adopt Annual Meeting Warning

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

- MEMBERS PRESENT:** David Nistico (Chairman); Diane Clemens, Andrew Boutin, Amber Thibeault. (John Alden and Nick Meyer were absent.)
- ADMINISTRATION:** Robin Pierce, Development Director.
- OTHERS PRESENT:** Paul O'Leary, Jim Cameron, Brad Worthen, Danny Hanker, Virginia Hanker, Scott Rieley, Sheldon Rieley, Stephanie Hanker, Kate Searles Brayton, Karen Alderman, Tim Allard.
- AGENDA:**
1. Call to Order
  2. Audience for Visitors
  3. Additions/Amendments to the Agenda
  4. Minutes
  5. Public Meeting
    - Conceptual Plan, Goodwill Retail Store, 92 & 100 Pearl Street, O'Leary-Burke Civil Associates, agent for Stephen Carbone, Inc., owner
  6. Public Hearing
    - Final Site Plan, Demolition/Construction, Apartment Building/Office Space, 40 Park Street, O'Leary-Burke Civil Associates, agent for 222 Franklin, Inc., owner
  7. Other Planning Commission Items
  8. Adjournment

---

**1. CALL TO ORDER**

Chairman David Nistico called the meeting to order at 6 PM.

**2. AUDIENCE FOR VISITORS**

None.

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

Robin Pierce noted the applicant for the proposal at 40 Park Street requested the application be tabled until the next PC meeting to allow time to respond to comments from the Village Engineer.

**4. MINUTES**

*September 18, 2014*

**MOTION by Andrew Boutin, SECOND by Amber Thibeault, to approve the 9/18/14 minutes with correction of the spelling of "storey". VOTING: 3 ayes, one abstention (Diane Clemens); motion carried.**

**5. PUBLIC MEETING**

**Conceptual Plan for a proposed 16,465 s.f. Goodwill retail store at 92 & 100 Pearl Street in the TOD District by O'Leary-Burke Civil Associates, agent for Stephen Carbone, Inc., owner**

Paul O'Leary appeared on behalf of the application.

**APPLICANT COMMENTS**

Paul O'Leary explained the proposal to redevelop the former Capital Lincoln Mercury car dealership site at 100 Pearl Street and the building at 92 Pearl Street with a 16,465 s.f. Goodwill store of similar architecture, color, and signage as the existing store in South Burlington. Mr. O'Leary noted the following:

- There are existing Goodwill buildings in Williston and South Burlington.
- Pearl Street was recently redone to have bike lanes, new sidewalks, streetlights, and streetscape.
- The proposed building will have a drive-through in front to accept material. The building entrance is also in the front of the building.
- Of the three curb cuts serving 92 & 100 Pearl Street, the middle curb cut will be closed, the westerly curb cut will be for truck traffic (about four trucks a day) and the remaining curb cut will access the front of the building.
- Goodwill estimates 65 parking spaces will be needed for the retail customers.
- The building will be served by municipal water and sewer.
- Storm drainage and traffic can be addressed as the proposal moves forward, but there are no outstanding issues with the site.
- The building will be one of the most attractive on the street and the business is expected to be vibrant and attract many people. Goodwill provides many jobs as well.
- Retail is an allowed use in the zone.
- The development that the village would like in the TOD, such as high density residential or grid streets, may not work with this property.
- TOD district requires a minimum lot size of 5,000 s.f. The property exceeds that amount. Maximum allowable lot coverage is 100%. There will be 100% coverage. The front setback requirement for the TOD is no greater than 20'. The proposed building is 40' back, but can be moved forward however there will be only one curb cut, the drive-thru will be located on the side of the building, and the building will be the only large building presently that is setback 20' from Pearl Street. Even the porches on the houses in the area are about 35' from the road. The TOD requires the building to occupy 75% of the frontage unless a waiver is granted by the Planning Commission. The proposed building will occupy about 50% so a waiver will be requested. The Planning Commission can also grant a waiver for parking if need is demonstrated. Parking for the Goodwill building will be on the side and back of the building so a waiver will be requested. The window requirement in the TOD will be met.
- The building will be attractive. Goodwill is a good company to be in Essex Junction. Goodwill feels they will be successful at the site as they have been in Williston and South Burlington.

Diane Clemens asked if the existing building will be removed. Mr. O'Leary said there has been discussion of remodeling the existing building and adding space, but the plan right now is to build a new structure. Ms. Clemens asked if the main entrance will be on the McDonald's side of the lot. Mr. O'Leary said the entrance and the drive-thru are on the other front corner of the building. There is a straight wall on the McDonald's side.

Andrew Boutin opined setting the building back would look better than having a huge building close to the road. Mr. Boutin asked about having the material drop-off area on the side of the building rather than in front. The applicant noted the drop-off area is well lighted and there have not been problems being at the front of the building. Diane Clemens observed all the activity - drop off, commercial, retail - is at the front of the building.

David Nistico commented granting the waivers will be setting a precedent. The village is trying to encourage certain development in the TOD and if waivers are granted then the regulations become meaningless. Jim Cameron, builder of the Goodwill store, requested more feedback on what would be allowed on the site and where the Planning Commission has flexibility. Robin Pierce suggested looking in another district, such as Highway Arterial (HA). Paul O'Leary asked if having residential on the second floor of the proposed building and moving the building up to the 20' setback line would help. Parking on the side may still be needed so a waiver may be requested. Mr. O'Leary also asked if 'mixed use' can be done with a separate building for retail and a separate building for residential. Dave Nistico said the lot is large enough, but the Planning Commission would have to review the proposal.

#### STAFF REPORT

The Planning Commission received a written staff report on the application, dated 10/16/14. Robin Pierce said this is the first time in five years that staff has recommended an application be denied, but the proposal did not meet the regulations for the TOD district. The proposal is stand-alone retail, not retail as part of a multi-use building which the zone is seeking. The TOD supports mixed use commercial, retail, and residential. The Highway Arterial (HA) District west of the TOD to the village line at Suzie Wilson Road permits retail by itself. Mr. Pierce noted he has had conversation with the owners of Post Office Square and Essex Junction Shopping Center about development along the street.

David Nistico pointed out the objective of the TOD discusses accommodating a mix of uses in a form to attract pedestrians to achieve the desired goals of the district. The purpose section indicates the Planning Commission should not approve an application that does not comply with the regulations. Diane Clemens added there are requirements in the TOD that are not in other districts. Paul O'Leary countered that the list of items in the TOD does not mean all must be in place. The proposal is not a mixed use, but has mixed uses (pedestrian friendly, 1/3 of the building is recycling of materials, 2/3 of the building is retail, there is an apartment at the back of the lot). Goodwill will have to decide if retail on the first floor and residential above is acceptable. Mr. O'Leary noted there has been little development activity in the TOD and the parcel at 100 Pearl Street

has been on the market for a long time, the section of road could use some sprucing up, tax incremental financing has not gone anywhere, and it is unlikely the two strip malls will be changing in the next 20 years.

#### PUBLIC COMMENT

Karen Alderman, Karen's Klost, Park Street, asked if a traffic study has been done and questioned the need for another Goodwill so close to two existing Goodwill stores. Ms. Alderman expressed concern about smaller stores being put out of business by the larger Goodwill stores.

Danny Hanker, 88 Pearl Street, spoke on behalf of himself and his mother, Virginia Hanker who lives at 90 Pearl Street. Mr. Hanker mentioned traffic as a concern as well as any impact on the drainage in the area (houses have been flooded in the past). Also, some of the tenants in the apartment building trespass and do not respect private property or other residents in the area. A fence and screening would be helpful to screen the building and help prevent people from cutting through private property. Paul O'Leary stated the existing drainage will essentially be unchanged. More grassed area is proposed which will help with drainage. A fence on the side of the property can be considered.

There were no further comments.

**MOTION by Diane Clemens, SECOND by Andrew Boutin, to close the public portion of the application for a Goodwill building at 92 & 100 Pearl Street.**

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

#### DELIBERATION/DECISION

Conceptual Plan, Goodwill Retail Store, 92 & 100 Pearl Street, O'Leary-Burke\Stephen Carbone, Inc.

The Planning Commission noted the mixed use requirement is the biggest challenge with the proposal. A number of waivers would be needed, but the language in the regulation says "shall" which cannot be waived. A proposal that complies with the "shall" language is needed. If the project is not what is wanted or intended in the TOD then it is not a good fit.

**MOTION by Diane Clemens, SECOND by Andrew Boutin, to deny the conceptual plan for a 16,465 s.f. Goodwill retail store at 92 & 100 Pearl Street in the TOD District by O'Leary-Burke Civil Associates, agent for Stephen Carbone, Inc.**

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

#### 6. PUBLIC HEARING

**Final Site Plan Review for demolition of restaurant, office/maintenance building and single family dwelling to construct a proposed 9,286 s.f. apartment building/office space at 40 Park Street in the VC/MCU District by O'Leary-Burke Civil Associates, agent for 222 Franklin Inc., owner.**

Per the request of the applicant the application was tabled until the first meeting in November to allow time to respond to comments from the Village Engineer.

**7. OTHER PLANNING COMMISSION ITEMS**

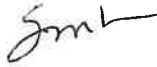
None.

**8. ADJOURNMENT**

**MOTION by Amber Thibeault, SECOND by Andrew Boutin, to adjourn the meeting. VOTING: unanimous (4-0); motion carried.**

The meeting adjourned at 6:55 PM.

Rcdg Scty: MERiordan



*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  
OCTOBER 20, 2014**

**MEMBERS PRESENT:** Rick Hamlin, Rosalind Hutton, Jud Lawrie, Jeff Frolik, Eric Bowker, Raj Chawla

**ADMINISTRATION:** Darby Mayville, Community Relations and Economic Development Assistant

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**1. CALL TO ORDER**

The meeting was called to order by Rick at 5:47 PM.

**2. AGENDA ADDITIONS**

Rick asked to include committee introductions, and general updates to the agenda. All agreed.

**3. INTRODUCTIONS**

Raj, the newest member of the committee, introduced himself to the others. He has been an Essex Junction resident for 10 years, and works for UVM. He is working on a Masters in Public Health. Raj is an avid biker.

All of the other committee members introduced themselves to Raj.

**4. MINUTES REVIEW**

**MOTION by JEFF, SECOND by JUD, to approve the September minutes. VOTING: unanimous; motion carried.**

**5. GENERAL UPDATES**

Darby informed the committee that their Heart & Soul of Essex grant application had been rejected. However, she had heard that some of the previously rejected applications may be funded if Heart & Soul is able to come up with additional funds.

Rick checked the previous minutes and determined that the cost to print a sign for the guerilla signage project would be around \$12. Rosalind will be getting other quotes as well. The group discussed the possibility of alternative funding sources, such as asking for business sponsorships or using some of the materials that Jeff has access to at UVM. Raj suggested that the group consider painting signs on sidewalks, which would cost substantially less. The signage project will be discussed further at the next meeting.

Darby mentioned to the committee that it would be nice for them to participate in some way at this year's Train Hop. She said that there will be a trolley to transport people from one end of Five Corners to the other at the event. The committee thought that this would be a good time to

use the guerilla signs to show attendees how long it would take to walk from one area to another. This will be discussed further at the next meeting.

## **6. BICYCLE SIGNALING DISCUSSION**

This was added to the agenda on the suggestion of a citizen, who felt that too many drivers and bicyclists did not know proper signaling. The committee all agreed that there was a lot of confusion regarding what signals to use, and that many people point in the direction that they wish to go in.

Jeff offered to research this in more detail and report back to the committee at the next meeting.

## **7. WORK ON LEAGUE OF AMERICAN BICYCLISTS APPLICATION**

Jud reminded the committee that they plan to apply for this award in February. He noted that a previous application had been completed before the committee was formed, in 2012. A subcommittee has been reviewing the contents of the previous application and updating it as needed. Jud noted that he will be contacting the League of American Bicyclists for the updated application.

Jud suggested to the committee that they create a table with the following framework:

- The question being presented;
- What the Village's application said in 2012;
- Committee comments;
- The proposed answer for the current application.

Rick suggested converting the current application to Google Docs. This will be done by the next meeting. It is planned for this application to be presented to the Village Trustees in January.

The committee went through the current document and made any applicable changes. They are detailed below:

- Rosalind noted that all Essex Junction schools are a part of Safe Routes to School. Rick suggested that this information be added to the Village website.
- Raj noted that EJRP offers safe biking classes. Rick noted that the library also held a safe biking class, which was hosted by Local Motion. This is also information that could be added to the website. There was some discussion as to whether or not signage would be considered education. The committee could collaborate with Public Works to install "share the road" signs. Raj suggested the possibility of collaborating with an Essex High School student to do a short educational film on this topic.
- Raj offered to contact the Essex Police Department to see if they have written any tickets in the past few years for bicycle related infractions. Rick will research a possible skateboard ordinance.
- Information on EJRP's bike park should be added to the website.
- It was noted that Local Motion may have some biking maps for the county available, and that it is an eventual goal of the committee to develop them for Essex Junction.
- The town Trails Committee may have information on mountain biking access.

- Darby's time spent as the Bike/Walk Coordinator has increased over the years.
- Eric noted that most of the other communities that received awards had ridership percentage information; however this is something that the Village does not have. How to obtain this information was discussed.
- Rick noted that bike boxes will be constructed as a part of the Crescent Connector project. Darby noted that the Village received a grant to install bike racks a few years ago. Others noted seeing more bike racks around than in previous years. Rick will investigate the possibility of a bike parking ordinances for major employers.
- It was noted that, while the Village does not have a multi-modal transportation plan, it has a variety of multi-modal transportation options available.
- It was noted that the Village uses See Click Fix as an online reporting tool. Jeff suggested that the committee promote the use of this.
- Rick said that there are markings to separate bikes from vehicles in many Village arterials. Eric suggested looking at the mileage of arterial roadways and comparing it to that of bike lanes.
- Eric mentioned that there are certified biking instructors in Chittenden County.
- Jeff mentioned that Firebird Café offers a discount for bicyclists.

## **8. PUBLIC INPUT**

None.

## **9. MEETING SCHEDULE**

### Next meeting

- November 17, at 5:45 PM.

### Agenda Items

- Minutes Review;
- Continue Work on League of American Bicyclists Application;
- Budget Development for FYE 2016;
- Planning for Involvement with the Train Hop;
- Signaling Update;
- Signage Project Update;
- Public Input.

## **10. ADJOURNMENT**

**MOTION by JUD, SECOND by JEFF to adjourn the meeting. VOTING: unanimous; motion carried.**

The meeting was adjourned at 6:55 PM.

Respectfully submitted, Darby Mayville



State of Vermont  
Division of Policy, Planning and Intermodal Development - Mapping Section  
1 National Life Drive  
Montpelier, VT 05633-5001  
<http://www.aot.state.vt.us>

Agency of Transportation

Telephone: 802-828-2600  
Fax: 802-828-2334  
Email: [johnathan.croft@state.vt.us](mailto:johnathan.croft@state.vt.us)

RECEIVED

OCT 21 2014

October 2014

Village of Essex Junction

TO: TOWN / CITY / VILLAGE CLERK AND SELECTBOARD / ALDERMEN / TRUSTEES

Enclosed are 3 copies of your 2014 Town Highway Map. This map includes any road changes that may have been reported to us in 2014 on the Certificate of Highway Mileage.

In anticipation of the sunset of the Act 178 of 2006 and Act 158 of 2008, which are the "ancient road laws", VTrans Mapping is supplying these maps for review, as we would like the maps to accurately reflect the legally established highway network in each town. Based on the language in current statute each municipality needs comply with the following:

**19 V.S.A. § 305. Measurement and inspection**

*(c) All class 1, 2, 3, and 4 town highways and trails shall appear on the town highway maps by July 1, 2015.*

<http://www.leg.state.vt.us/statutes/fullsection.cfm?Title=19&Chapter=003&Section=00305>

If there are any further changes such as highway surface type, including any newly paved or up-graded gravel sections that are incorrectly shown on this map, please let us know.

If there are any mileage changes such as new town roads or changes in classification, please report these on the annual mileage certificate which will be mailed in early January.

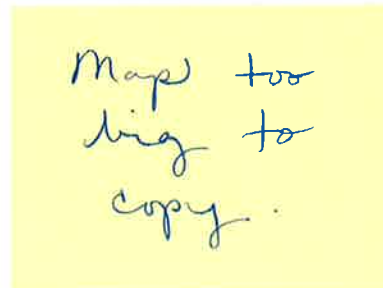
The Town Highway Maps can also be viewed in digital format on-line at the VTrans web site at <http://vtransplanning.vermont.gov/maps> or earlier maps from the VTrans Map Archive at <http://vtransplanning.vermont.gov/maps/archive>

Please feel free to contact me with any questions or comments regarding this map, or mapping in general.

Sincerely,

Johnathan Croft  
VTrans Mapping Section  
(802) 828-2600

Enclosures



RECEIVED

OCT 23 2014

Village of Essex Junction



# 2015 VLCT Municipal Policy

Finance, Administration and Intergovernmental Relations (FAIR) .....	1
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## 2015 VLCT MUNICIPAL POLICY

### PREAMBLE

Vermont today faces challenges that range from a declining fiscal health and shrinking economy to the need for sustainable infrastructure improvement, economic development and smart growth prospects, environmental resource and emergency management, energy resources, corrections and public safety strategy, and affordable health care. In all of these areas the state, federal, and local governments must work together to proactively take advantage of opportunities and address challenges.

Neither Vermont nor any other state can rely on the federal government to uphold its obligations to fund programs it has mandated to states and local governments. *The state should refuse to follow in those footsteps and fund all those mandates it imposes on local governments.*

In addition, Vermont has:

- limited taxing capacity and income;
- a small population that is not growing;
- a generally rural and aging population; and
- a government and revenue raising structure that was largely developed to meet the demands envisioned and resources available a half century ago.

Therefore, Vermont must find ways to deliver government services to its citizens through the most efficient means available. Shifting costs and obligations from state to local governments is not sustainable or acceptable. The state should solicit the opinions and utilize the expertise of the citizens who are being served and who pay for government. Given the extended recession and never-ending pressures on both municipal and state finances, municipal officials must be included in any discussion that assesses the functions of government and seeks innovative ways for Vermont to generate revenues, deliver services, and reduce the cost of delivering them.

Where this Municipal Policy is silent on a public policy issue affecting municipal government, it shall be the position of the Vermont League of Cities and Towns to support provision of authority, autonomy, and resources to cities and towns.

# 2015 VLCT Municipal Policy

## 1.0 FINANCE, ADMINISTRATION AND INTERGOVERNMENTAL RELATIONS (FAIR)

### 1.01 EDUCATION FUNDING

The current Vermont education funding system has significantly diminished municipal tax capacity for non-education expenditures. With each passing year, the education funding structure makes it harder for municipalities to craft municipal budgets and then have the voters approve them. It is especially difficult to fund expensive and needed municipal improvements. Municipal officials who have to administer the billion-dollar-plus property tax system and who provide essential services and infrastructure are compelled to rely overwhelmingly on property taxes. Unless changes are made to Act 60 and Act 68, the continuing pressure that led to the large increases in 2013 and 2014 state property tax rates will only be the beginning of significant and unsustainable increases in the coming years, and the act of rejecting school budgets on Town Meeting Day, which occurred in 35 municipalities in 2014, will be repeated. Increases in education property taxes are unsustainable.

Many aspects of education finance are controlled by the state. Each year, it has raided the Education Fund by failing to restrict the uses of the Education Fund to those specified in Act 60 and failing to fully fund the General Fund support of education originally specified in Act 68. Local officials, meanwhile, spend a good deal of time trying to understand and implement the always morphing complexities of the education finance system. Therefore, municipal and school officials, the state administration, and the legislature should begin immediately, as equal partners, to accurately analyze the issues within Acts 60/68 (including ways in which they do not meet the *Brigham* decision) and then create a new education finance system that reduces and reforms the property tax burden. Until then, Education Fund monies should *only* be used for functions listed in 16 V.S.A. § 4025(b). Further, the billing and collection of the state education property tax should remain at the local level.

### 1.02 VERMONT TAX STRUCTURE OVERHAUL

The legislature should act to ensure that all three main components of Vermont's tax structure—income, sales, and property—are thoroughly analyzed and reformed to be simpler, sustainable, equitable, balanced, and that make Vermont more economically competitive. Municipal officials should be fully involved in such an analysis and reform process. Vermont's reformed tax structure should also include sufficient revenues to pay for initiatives that local governments need but cannot afford. Since the state education property tax continues to be controversial, no new state property taxes should be imposed until a reformed tax structure is adopted. Additionally, until such reform is adopted, the state should either reimburse municipalities for all state-mandated property tax exemptions or give voters the authority to impose municipal service fees on those properties exempted by the state.

### 1.03 OPEN MEETING LAW CHANGES

Several changes to the 2014 amendments to the Open Meeting Law must be made to make the law workable for municipal government:

- Require a roll call vote for anyone participating in a meeting telephonically only if the voice vote is not unanimous;
- Increase the five-day requirement for posting minutes to ten business days;
- Limit mandatory application of the 2014 amendment's posting and penalty requirements to statutory- and charter-required public bodies; make other municipal public bodies, including committees and subcommittees of public bodies, comply with the law as it existed before July 1, 2014;
- Postpone web posting requirements and all consequences for non-compliance until July 1, 2015;

## 2015 VLCT Municipal Policy

- Have the state provide and maintain a website and staff to post all meeting agenda and minutes of municipal government public bodies; and
- Have the state provide sustainable funding for an educational program to acquaint municipal officials with the Open Meeting Law requirements.

### 1.04 STATE PAYMENTS IN LIEU OF TAXES (PILOT) PROGRAMS

The state should fully fund all state Payment In Lieu Of Taxes (PILOT) programs (including for state buildings, Agency of Natural Resources land, capital city, and Department of Corrections facilities) on an ongoing basis. The state must expand PILOT to include all state lands and must value state buildings at full fair market value and all state land in accordance with local land schedules for PILOT purposes. Until proceeds from the local option taxes fully fund the state buildings PILOT, the state General Fund must fund any remaining balance and all other PILOT payments.

### 1.05 LOCAL OPTION TAXES

The legislature should enable all cities, towns, and villages to adopt consumption taxes.

### 1.06 UNFUNDED MANDATES

The state should provide reimbursement for state mandates on or cost shifts to local governments. The Joint Fiscal Office must prepare and make public a fiscal impact statement showing the administrative, implementation, and service costs imposed on local governments before any state legislative or administrative action affecting them can be approved.

### 1.07 PROTECTING AND ENHANCING MUNICIPAL FINANCES

- Require the House Ways and Means and Senate Finance committees to review and adjust all local fees set in statute on a three-year cycle. Include significant local input.
- Ensure that the legislature increases existing or imposes new state agency fees assessed against municipalities only when the agency can show a comparable increase in the costs, quality, or quantity of the services provided.
- Provide ways for the state to help municipalities get the highest interest income on their cash investments while ensuring low risk of loss.
- Adopt a state economic development strategy, clearly communicate that strategy to municipalities and regional entities, and then help them implement that strategy on the local, regional, and state levels.
- Require the state to pay its portion of costs associated with defending the grand list and property tax collections, including appeals and abatements. The state should also pay the taxpayer directly for any education property taxes and interest required to be reimbursed due to a property valuation adjustment resulting from an appeal beyond the board of civil authority.
- The state should reimburse municipalities for any local costs for implementation of any state election law changes or reapportionment (including voter and election official education), as well as subsequent administrative or technological costs. The implementation of any election law changes must also satisfy the requirements of local election officials to have an election system that functions smoothly and effectively on Election Day.

## 2015 VLCT Municipal Policy

- 1  
2 G. Make statutory changes that enable cities and towns to manage end-stage blighted properties and tax  
3 sale transactions.  
4

### 5 **1.08 MUNICIPAL AUTHORITY**

6  
7 Vermont should join 44 other states by enacting a constitutional “home rule” amendment as follows: “A  
8 city, town, or village shall have the power, through approval by a majority of its voters, to adopt, amend,  
9 and repeal a charter of incorporation. A charter may authorize the municipality to exercise any legislative  
10 power or perform any function not specifically prohibited by the Vermont Constitution or general law.  
11 The powers and functions granted to cities, towns and villages under this section shall be liberally  
12 construed.”  
13

### 14 **1.09 PUBLIC RECORDS IMPACT ON MUNICIPALITIES**

- 15  
16 A. Make any non-profit organization that receives government financial support, subsidy, or exemption  
17 from federal, state, or local taxation—except those exempted based on a constitutionally-protected  
18 religious purpose—subject to the state Open Meeting and Public Records laws.  
19  
20 B. Clarify that the Public Records Law allows municipalities to charge for and collect the actual cost of  
21 staff time associated with complying with a request to inspect or copy public records. Allow a public  
22 agency to require pre-payment for the cost of staff time involved in producing documents for  
23 inspection.  
24  
25 C. Make property tax bills with homestead property tax adjustments public documents.  
26  
27 D. Allow individuals to request the same materials no more than twice during a 12-month period.  
28

### 29 **1.10 OTHER PRIORITIES**

30  
31 In addition to the nine priority issues listed above, VLCT also supports legislation that would accomplish  
32 the following:  
33

- 34 A. Require municipal ratification of the county budget.  
35  
36 B. As VLCT and the legislature profess a belief in the principle of local control, allow local voters to  
37 determine all issues pertaining to the collection of delinquent property taxes, including the decision  
38 whether or not to assess the delinquent property tax penalty to each late installment.  
39  
40 C. Require that all state rules, regulations, criteria and other administrative actions that impact the  
41 operations of local government be implemented only after 30 days have passed following a publicly  
42 noticed hearing.  
43  
44 D. Eliminate the mandate that local governments take over any non-municipal cemeteries.  
45  
46 E. Continue to implement mechanisms to exempt resident property [~~tax~~] owners with high unearned  
47 income or assets from receiving a property tax adjustment.  
48  
49 F. Prevent abuse of the current use program by restoring it to an agricultural and silvicultural  
50 preservation program and not the tax avoidance mechanism it has become for many.  
51

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- G. Encourage municipal efforts to achieve cost savings and efficiencies through cooperative activities and eliminate any current statute or rule that prohibits or hinders that cooperation.
- H. After June 30, the state Department of Taxes must be responsible for any changes to education tax property parcel classification or homestead property tax adjustment amounts and must deal directly with the taxpayer.
- I. On all bills dealing with employment and employee relations issues, VLCT shall advocate on behalf of municipalities as employers.
- J. Give town voters the authority to choose to appoint town clerks and treasurers instead of electing them.
- K. Allow re-votes on budgets to be warned and held at locations other than the place of the original vote in instances where the original location is not available (such as a school once school is in session).

## 2.0 TRANSPORTATION

### 2.01 PRIORITY ISSUES FOR IMPLEMENTATION

- A. Substantially increase funding to Town Highway Aid programs , Class 1 local highways, Class 2 Paving and Town Highway Structures grant programs, and the Town Highway Bridge Program in order to enable municipalities to comply with mandates to implement water quality improvement and protection projects.
- B. Continue to prevent the transfer of money that is not specific to transportation matters from the Transportation Fund.
- C. Continue the cooperation and collaboration with the Agency of Transportation (VTrans) and among all state agencies and local government that resulted from recent weather-related recovery efforts. Ensure communication among all VTrans divisions and state agencies to eliminate redundant and contradictory oversight of municipal projects, to expedite the permitting process, and to tailor project review to the size and impact of a proposal.
- D. Increase motor vehicle and truck fees and other revenue sources in order to sustain Transportation Fund revenues in the future.
- E. Implement additional recommendations of the 2013 Vermont Transportation Funding Options Section 40 Report that was completed in compliance with Act 153 of 2012.
- F. Continue the use of bonding as an option for funding long-term capital improvements.
- G. Commit the funding necessary to maintain, repair, or replace Vermont's structurally deficient bridges.
- H. Streamline the planning and approval process for the Local Transportation Facilities (LTF) program to utilize federal and state funding of local projects most efficiently in terms of project cost, time, and value. LTF projects should be managed by local government, which should have the responsibility to see the project through to completion. Provide for a final audit of any LTF project and eliminate other levels of detailed and redundant review prior to or during project construction.

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- I. Provide more opportunities to municipalities for utilizing a design-build process on projects that involve state and federal funding in lieu of the current design-bid-build process. Apply efficiencies from the Accelerated Bridge Construction (ABC) process to other programs and ensure that the process is applied to all bridge projects unless there is a compelling reason to not use it.

### 2.02 FUNDING PRIORITIES

- A. Ensure that the level of funding for the Town Highway Emergency Fund is sufficient to cover costs incurred by municipalities as the result of natural or manmade disasters, regardless of whether or not a federal disaster declaration has been made.
- B. Ensure that funding that was in past years dedicated to the Vermont Local Roads and Better Backroads programs continues to be allocated in at least an equal dollar amount for training and assistance to municipalities.
- C. Reimburse any project using federal dollars at the federally allowed rate if it includes undergrounding of utilities or moving water, sewer, and similar infrastructure. If VTrans mandates moving water and sewer infrastructure for transportation projects, the agency must reimburse municipalities for those costs.
- D. Instruct VTrans to partner with municipalities and other agencies to enhance the asset management/project priority program to ensure the importance of local and regional priorities and the participation of local officials in selecting projects. Modify the project prioritization system to account for the economic development impacts of a project including job creation, increase in tax revenues, and increase in gross state product.
- E. Increase state funding for public transit providers.
- F. Continue to provide more “park and ride” lots, subject to local regulation, and to upgrade existing lots while providing for long-term maintenance.
- G. The state should install and maintain traffic signs and signals on Class 1 town highways.
- H. Fully fund any upgrades to a municipal post-disaster recovery project, such as upsizing culverts and bridges, which are mandated by a state agency but are not eligible for funding from FEMA or other federal sources.
- I. Promote through all means available—including a new funding program—the improvement of town highways and bridges so they are properly engineered to mitigate the impacts of weather-related disasters.

### 2.03 STATE AND LOCAL COOPERATION

- A. Permanently expand the District Transportation Administrators’ (DTAs’) flexibility and authority to work with local governments to ensure technical assistance and efficiency in implementing transportation projects.
- B. Eliminate Act 250 review of town highway maintenance and reconstruction projects; nullify existing Act 250 permits for maintenance and reconstruction projects.

## 2015 VLCT Municipal Policy

- C. Revise existing road design and traffic standards to better define village areas and respect the complex traffic and infrastructure needs of Vermont's villages and downtowns.
- D. Share VTrans' facilities and other resources (such as purchasing contracts) with municipalities.
- E. Expand the state's line painting operations on Class 2 highways to include the painting of all other lines upon the request of a municipality when center and lane lines are being painted. Those lines should be painted annually. Municipalities that request that service should pay the cost of painting those lines.
- F. Modify the billboard law so that municipalities may hang temporary banners within the state highway right-of-way advertising events and activities.
- G. Establish fines and penalties for illegally possessing municipal road signs including Vermont E-911 signs, signals, or markings.
- H. Do not allow the state to force municipalities to be co-applicants to sign management or maintenance agreements or accept responsibility for the state's stormwater infrastructure.
- I. Any additions to the VTrans Town Road and Bridge Standards should not result in undue increased maintenance and construction costs to municipalities.
- J. VTrans and the Agency of Natural Resources, in collaboration with municipalities, should develop and implement a plan to remove any tree damaged by invasive species such as the emerald ash borer.
- K. Before installing rumble strips in the center stripe, bike lane, or highway shoulder, VTrans must consult with the municipality to determine its appropriateness.
- L. The state should develop a policy on the seasonal use of studded snow tires.

### 2.04 COMMERCIAL VEHICLES

- A. Municipalities must retain their authority to issue permits to and impose fees on all overweight vehicle traffic on local roads. Authorize municipalities to fine owners of locally permitted vehicles who violate any such permit.
- B. Require commercial and agricultural custom service vehicles to comply with all motor vehicle laws in order to operate on state and local highways, thereby eliminating highway erosion caused by their operation.

### 2.05 MULTI-MODAL TRANSPORTATION

- A. Spend funds allocated for rail or related projects solely on those projects. Maintenance of private rail crossings must not be made a municipal obligation.
- B. Encourage the state to coordinate with municipalities on state-managed projects regarding appropriate siting of transportation infrastructure, including roundabouts, bike and pedestrian measures, and the relocation of rail yards.
- C. Encourage intermodal facilities that provide all combinations of transit suited to a municipality so as to accommodate economic development.

## 2015 VLCT Municipal Policy

- D. Rail networks need to accommodate double-stack trains. Intermodal freight transfer centers must be established at entry points to the state.
- E. When selecting and developing transportation projects, the state must address access to commercial airports.
- F. Establish a state funding source—such as a revolving loan fund or grant program similar to the Class 2 Paving and Rehabilitation program—for the construction and repair of municipal sidewalks and recreation paths. Provide access to these dollars to fund “Complete Street” portions of paving and rehabilitation projects that may have other partial funding sources.
- G. Ensure that all state-owned bridges over railroads are properly maintained to prevent safety hazards.

### 3.0 PUBLIC SAFETY

#### 3.01 PRIORITY ISSUES FOR IMPLEMENTATION

Vermont’s local public safety officials join with all municipal officials in calling for the following legislative action:

- A. Because drug-related crime in Vermont is a continuing and significant threat to the state’s quality of life, provide public safety officials the tools and funding to combat, in a coordinated fashion, the growing drug culture throughout the state.
- B. Any state-sponsored programs or initiatives intended to address quality of life crimes associated with opiate addiction must be supported by evidence-based scientific models.
- C. Prohibit public safety-related cost shifts and mandates to municipalities unless the state provides full reimbursement.
- D. Adequately fund Department of Corrections (DOC) programs and initiatives so criminal justice system decisions will not adversely impact local government. Local governments should not need to address problems that arise locally as the result of those decisions.
- E. Monitor Act 76, Vermont’s 2013 law addressing the possession of small quantities of marijuana, to ensure that it doesn’t adversely impact the ability of law enforcement to address drug-related crime. Do not expand exemptions to the law. Oppose the legalization of marijuana.
- F. Maintain the independent status and function of the E-911 and Vermont Communications boards.

#### 3.02 CORRECTIONS COMMUNITY

- A. DOC must provide open channels of communication so municipal officials are aware of any changes in the status of offenders in their municipalities and can notify DOC of impacts to the community. DOC must inform local officials of the circumstances of an incarcerated individual’s release. Base sentencing for non-violent misdemeanors on the seriousness of the offense, risk, and the probability of recidivism.

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- B. Provide funding to ensure that offenders housed in community settings—including juveniles and individuals with drug or alcohol dependencies—receive adequate supervision by DOC personnel and adequate access to support services.
- C. Because many individuals with mental illness do not receive sufficient care, make additional funding available for their support services before they become a threat to themselves or others. Make mobile crisis units available to support the work of law enforcement and emergency services in crisis situations.
- D. Include the local public safety community in proposed host municipalities in decisions about where to place individuals under DOC supervision. DOC must respect municipal zoning in approval of housing for offenders, especially as it pertains to motels. DOC should use public databases, such as court records, to screen potential recipients of housing vouchers. Locate adequate supervision and wrap-around support services where offenders are lodged in close proximity to one another and the general population.
- E. Monitor the release of offenders so there is no undue adverse burden on any individual municipality.
- F. Update 18 V.S.A. § 7505, the statute for a law enforcement official or town service officer to secure an immediate evaluation of a person who might pose a threat to him or herself or others.

### 3.03 PUBLIC SAFETY FUNDING

- A. Authorize local emergency service agencies to recover all costs associated with complying with any federal, state, or court-ordered licensing, registration, and testing requirement.
- B. Identify and fund the housing and transportation needs of all persons who present a danger to themselves or the public, such as mentally ill individuals or public inebriates.
- C. Reimburse municipalities for uninsured costs of providing emergency medical services for all persons lodged in state-owned or funded facilities, including those who are incapacitated.
- D. Extend the availability of state funding for the operation of public safety answering points (PSAPs) to municipal PSAPs in an amount proportional to the volume of E-911 calls processed by each PSAP.
- E. Restore adequate funding for the Community Drug Interdiction Program (CDIP) and the state drug task force that helps pay law enforcement expenses incurred in drug enforcement. Support implementation of Act 195, the rapid arraignment law of 2014.
- F. Grant municipalities authority to enact ordinances that compel motor vehicle insurers to pay claims filed by fire and rescue personnel responding to incidents involving vehicles.

### 3.04 PUBLIC SAFETY TRAINING

- A. Provide the Vermont Fire Academy adequate funding for certified training programs for all full-time, part-time, and volunteer firefighters, as well as sufficient resources (manpower, equipment, etc.) to support the certified training activities. Address the particular needs and constraints of volunteer firefighters.

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- B. Provide sufficient funding to the Criminal Justice Training Academy to stimulate participation in in-service training programs sponsored by the Criminal Justice Training Council, including supervisory training.
- C. Reimburse municipalities for their costs of training law enforcement officers who are then hired by the state police.
- D. Provide appropriate, affordable, and flexible training for all public safety personnel. Pay for any training requirements mandated for local first responders. Regionalize and diversify the delivery system for the continuing education of public safety personnel.
- E. Provide tuition credits to municipalities that send students to the Criminal Justice Training Academy for training if those municipalities also contribute employees who provide instruction or act as training assistants there.
- F. Include all users of the Criminal Justice Training Academy in any efforts to review and reorganize the structure and funding for local first responder provider training.
- G. Amend 20 V.S.A. Chapter 151 to provide more municipal representation on the Criminal Justice Training Council.
- H. Require the state to provide the best training programs possible, at an affordable rate, for all levels of public safety personnel, including police, constables, fire, search and rescue, and emergency medical services .
- I. The state should assume workers' compensation liability when an officer is injured at the Police Academy in the course of training.

### 3.05 PUBLIC SAFETY EMERGENCY RESPONSE

As has been amply demonstrated in recent weather-related disasters, municipalities are on the front lines of response to calamities, particularly in their immediate aftermath. The state must partner with municipal officials in planning and executing responses to disasters, both those that merit a national response and those that are localized in scale.

- A. Include local personnel in discussions about changes in laws or regulations governing how local public safety and emergency management personnel respond to emergency incidents, particularly those involving hazardous materials.
- B. Consult with municipal officials to fund effective implementation of the Vermont State Alert Information Center (VTalert.gov) for hazards, pandemics, and public safety emergencies as well as deployment of communications systems and protocols.
- C. Develop an emergency response fund to cover non-transportation-related disaster recovery costs incurred by local governments that do not meet Federal Emergency Management Agency (FEMA) thresholds.
- D. Establish a two-way electronic data system to provide public safety and emergency management personnel on the scene of a public safety incident and those with the resources to provide assistance with accurate and timely information.

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- 1 E. Support the continued development and sustainability of an interoperable communications system  
2 that allows all emergency service agencies and personnel to communicate with one another in  
3 emergency situations. Develop the system in an efficient and cost-effective manner, not as the result  
4 of an unfunded mandate.
- 5
- 6 F. Provide seed funding or other incentives to create a program for municipally run regional public  
7 safety services.
- 8
- 9 G. The state should help with the administrative costs and burdens of securing funds to help with  
10 municipal emergency response and long-term recovery efforts from weather-related disasters.
- 11
- 12 H. Recognizing (a) the value to the state of voluntary fire departments, (b) the potential endangerment to  
13 the travelling public, and (c) the likelihood that other laws might be broken in seeking to comply, no  
14 law mandating response time for fire departments or EMTs should be enacted.
- 15
- 16 I. The state should not mandate that municipalities must prepare emergency medical services plans or  
17 provide emergency management services, without adequate state funding and technical support.
- 18

### 19 **3.06 SAFE DRIVING INITIATIVES**

- 20
- 21 A. Enact primary enforcement of the seat belt law.
- 22
- 23 B. Strengthen graduated driver license requirements by providing that sanctions levied upon a driver  
24 under 18 who has been charged with a motor vehicle violation should continue past the driver's 18<sup>th</sup>  
25 birthday until the case is adjudicated.
- 26

### 27 **3.07 LAW ENFORCEMENT ISSUES**

- 28
- 29 A. Vermont's "Fugitive from Justice" (persons with outstanding warrants for arrest in other states)  
30 procedures are complicated, time-consuming, and redundant. Allow a law enforcement officer to  
31 make an arrest based on a warrant from another state.
- 32
- 33 B. Develop innovative and cost-effective models for collaboration among state police officers, sheriffs,  
34 and municipalities.
- 35
- 36 C. Enact a law prohibiting a felon from possessing a firearm so that such an offense may be prosecuted  
37 under state law in addition to federal law.
- 38
- 39 D. Indemnify any law enforcement agency providing field training to a constable.
- 40
- 41 F. Accurately assess the number of beds required to accommodate those in need of long-term mental  
42 health care. Fund that number of beds as well as others needed for temporarily lodging individuals  
43 whose severe mental health care needs are short term and who should not be kept in hospital  
44 emergency rooms or other similar places.
- 45

# 2015 VLCT Municipal Policy

## 4.0 QUALITY OF LIFE AND ENVIRONMENT

### 4.01 HOUSING

- A. All Vermonters must have access to safe, quality, ADA-compliant, and affordable housing. Incentives and programs should be directed to state designated downtowns, village centers, new town centers, growth centers, and other areas designated in the adopted municipal plan for growth and development that are near jobs, services, and amenities. Incentives and programs should encourage housing that is designed and built to minimize impacts on natural resources and that takes advantage of public investment in infrastructure and technology that supports sustainable growth and economic development.
- B. The legislature should allocate property transfer tax funds to the Housing and Conservation Trust Fund at the rate established in Act 200.
- C. The legislature and Department of Health should integrate federal regulations relating to lead paint safety in buildings into state regulations so that there is one clear standard for lead paint safety in buildings, to which local and state officials are trained.
- D. The state should provide for implementation of Property Assessed Clean Energy (PACE) programs across Vermont without imposing further mandates on municipalities.
- E. Include the public safety and human resources community of host municipalities in decisions about where to provide temporary housing. Respect municipal zoning in approving temporary housing, especially as it pertains to motels and the potential for co-location with individuals under the supervision of the Department of Corrections. The state should use public databases, such as court records, to screen and appropriately place potential housing voucher recipients.

### 4.02 ACT 250 AND STATE PERMITS

Vermont municipalities support efforts to make the permit process more efficient. The following principles should guide those reform efforts:

- A. Further consolidate, coordinate, and expedite all state permit processes required for all projects.
- B. If a local or state permit decision is made subsequent to appropriate hearing and review, issues addressed in that decision should not be revisited in another forum such as Act 250.
- C. Define “local impact” and “regional impact” for development projects in Act 250. Then comprehensively examine Act 250 jurisdiction over projects with local and regional impacts. This evaluation should include recommendations for jurisdictional thresholds and levels of review that are commensurate with the potential impact of a project.
  - 1. Eliminate Act 250 review of projects with local impact in municipalities that have in place duly adopted municipal plans approved by the regional commission and zoning and subdivision regulations, if the local legislative body votes to eliminate such review.
  - 2. Assign review of projects that have regional impact and that are expected to affect regional interests to district commissions.

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- 1 D. The Natural Resources Board should consult with district commissioners when hiring or evaluating  
2 district environmental coordinators.

### 4.03 GROWTH AND LOCAL LAND USE

6 The state must provide local governments the authority to manage growth and land use in their  
7 municipalities.

- 9 A. Allocate property transfer tax revenue to cities and towns for municipal planning purposes at the rate  
10 established in Act 200.
- 12 B. Provide incentives to spur development in locally planned growth centers as well as designated  
13 downtowns, new town centers, or village centers. Facilitate development that revitalizes traditional  
14 downtowns, promotes smart growth, and mitigates damage caused by natural or manmade disasters.
- 16 C. Enable municipalities to regulate the siting and location of agricultural and silvicultural facilities (24  
17 V.S.A. § 4413 (d))—including the construction and use of farm structures—through zoning bylaws.
- 19 D. Any facility that is owned or leased by a federal or state governmental entity must comply with the  
20 municipality's approved plan and zoning bylaws. The governmental entity must advise the  
21 municipality of any change it wants to make to a facility before it does so. The state should provide to  
22 the municipality a master management plan for all structures it owns or leases.
- 24 E. Enable municipalities to establish incentives and requirements to develop housing and encourage  
25 economic development that allows people to stay in Vermont.
- 27 F. Continue to support and maintain the Tax Increment Financing (TIF) program. Eliminate the  
28 limitation on new TIF districts.
- 30 G. Establish additional state programs that are easy to implement, provide incentives to municipalities  
31 and fund municipal infrastructure necessary to support real estate based economic development.

### 4.04 WASTE MANAGEMENT AND WASTEWATER

- 35 A. Hold municipalities harmless from liability for any hazardous materials incident at their facilities  
36 when those facilities are in conformance with all state and federal permits and regulations.
- 38 B. Ensure that the State of Vermont's rules, regulations, and guidelines are flexible enough to enable  
39 local governments to determine the most appropriate collection, storage, and treatment methods for  
40 sewage, solid waste, wastewater, and recyclables.
- 42 C. Regulate complete treatment processes for materials such as wastewater, solid waste, and recyclables  
43 through single permits that address the entire treatment cycle at a facility. Issue permits for facilities  
44 based on the useful life or capacity of the facility, not in five-year increments.
- 46 D. The Agency of Natural Resources (ANR) must establish consistent standards for allocating water and  
47 wastewater capacity to projects.
- 49 E. The departments of Health and Environmental Conservation must coordinate regulations regarding  
50 safe management and disposal of lead paint that is removed from buildings.

## 2015 VLCT Municipal Policy

- F. Act 148 (the universal recycling law passed in 2012), should be implemented only upon ensuring that new requirements are feasible, available, and affordable for municipalities and their residents. Give municipalities the maximum flexibility to implement the Act.
- G. Vermont's regulation of environmentally-impacted urban soils is a potentially serious and wasteful impediment to downtown investments and a barrier to following the state's land use policies. The legislature should provide for relocation of mildly contaminated urban soil that protects the public and the environment and also enables needed investment in downtowns throughout Vermont. The legislature should direct ANR to adopt rules, procedures and urban soil management practices similar to those adopted in neighboring states that distinguish between naturally occurring contaminants and contaminants due to pollution. In parts of the state, background levels for arsenic may exceed allowable amounts and be present in surface water, drinking water, and groundwater that make its way to municipal wastewater treatment facilities. State policy should recognize this fact and not hold certification holders responsible for reducing any analyte or Total Maximum Daily Load (TMDL) below background levels found in the environment.

### 4.05 WATER RESOURCES

- A. Restoring and improving clean water for future generations depends on controlling non-point sources, avoiding water quality degradation, and continuing to provide wastewater treatment in a cost-effective manner. The state must provide financial and technical support to municipalities in order to implement the Clean Water Act and its associated TMDLs through locally appropriate watershed plans and water management provisions that promote the health of the economy and the environment.
- B. All Vermont municipalities benefit from clean lakes and rivers. Implementation of TMDLs for waters of the state, including Lake Champlain, must ensure that public dollars are spent in the most fair, effective, and efficient manner to mitigate phosphorus and other TMDL regulated discharges. Vermont must achieve tangible progress in reducing phosphorus and other TMDL regulated discharges. All potential mitigation efforts should undergo a cost-effective analysis, and implementation should be prioritized based on that analysis.
- C. The legislature must direct ANR to work closely with the Environmental Protection Agency (EPA) to develop a reasonable TMDL standard for phosphorus for Lake Champlain that will lead to a cleaner lake, a more vibrant landscape, and a healthy economy. State policy must not require municipalities to construct treatment plants that meet the highest available technical standards for discharges to impaired waters, regardless of cost, because doing so won't measurably improve the health of those waters or significantly advance TMDL compliance. Rather, it will force municipalities to bear a disproportionate share of costs. Instead, state and local governments, developers, farmers, and other stakeholders must reduce runoff from non-point sources.
- D. ANR must enforce the provisions of the Wastewater System and Potable Water Supply Program, including requirements to repair or replace failed systems.
- E. ANR must work with municipalities and the EPA to implement the "Integrated Planning Approach Framework" that provides for municipalities to prioritize Clean Water Act responsibilities and necessary investments in compliance, according to greatest need.
- F. Initiatives to monitor and reduce nitrogen discharges from wastewater treatment systems discharging to the Connecticut River should not result in re-opening permits before their five-year terms are up, which may prohibit growth in locally or state designated growth areas, and should include non-point discharges as part of the implementation plan for reducing nitrogen contributions to the Long Island Sound TMDL.

## 2015 VLCT Municipal Policy

### 4.06 AIR QUALITY AND ENERGY

- A. Governments at all levels must implement policies, programs, and projects that conserve energy—while ensuring the supply remains reliable—and minimize our carbon footprint by reducing our consumption of fossil fuels and promoting the use of local renewable energy resources.
- B. Encourage solar panels and other renewable or energy efficiency measures on all buildings where appropriate, and install them so as to not detract from a building's integrity. Such renewable or efficiency measures should be subject to existing local building, plumbing and electrical codes and standards.
- C. Expand the PACE programs to commercial properties. The Clean Energy Development Fund should provide funding for renewable and energy efficiency improvements to municipal buildings and projects.
- D. The Public Service Department and legislature must establish mechanisms at the state level to ensure statewide compliance with the Vermont energy efficient building codes without imposing further mandates on municipalities.
- E. Accord automatic party status to host municipalities in Section 248 proceedings. In the Certificate of Public Good (CPG) process, the Public Service Board (PSB) should give “substantial deference” to municipal concerns and determinations by holding hearings in any municipality potentially affected by a proposed project. The PSB should include all local decisions concerning the project within the PSB docket, formulate areas of inquiry based on concerns raised in the local hearing process, and require any decision to address local concerns raised in local determinations and adopted municipal plans.

### 4.07 PUBLIC HEALTH

- A. Reinstate the Department of Health's program to support town health officers in their broad range of statutory responsibilities. Alternatively, amend Title 18 Chapter 11 to provide for the local legislative body to directly appoint a town health officer.
- B. Ensure that resources are available to the commissioner of the Department for Children and Families to provide services for persons in need of general or emergency assistance upon the referral of the town service officer; inform town service officers of those services. Establish Department for Children and Families support for town service officers.
- C. Authorize the municipal inspection of solar panel installations in communities that have electrical inspection requirements.

### 4.08 HEALTH CARE

In 2011, the legislature passed Act 48 “An Act Relating to a Universal and Unified Health System.” The Act created a single-payer health system called “Green Mountain Care” to provide “*comprehensive, affordable, high-quality, publicly financed health care coverage for all Vermont residents in a seamless manner regardless of income, assets, health status, or availability of other health coverage.*” The legislation intended to achieve this reform through “*the coordinated efforts of an independent board, state government, and the citizens of Vermont, with input from health care professionals, businesses, and members of the public.*”

## 2015 VLCT Municipal Policy

1  
2 Green Mountain Care needs to be of high quality, affordable, accountable, and accessible. In providing  
3 universal coverage, it must contain medical costs and reduce administrative costs and burdens.  
4 Implementation of Green Mountain Care and any system developed at the federal level must be measured  
5 against the following criteria:  
6

7 A. Avoid and reduce cost shift from Medicaid and Medicare.  
8

9 B. Provide a comprehensive, equitable health care system that ensures the same benefits for all. Avoid  
10 provisions that allow for additional levels of benefit for only some.  
11

12 C. The system must assign financing, responsibility, and accountability to one place.  
13

14 D. All legislatively established health care mandates must be treated as public health issues with public  
15 funding and accessibility for all.  
16

17 E. Ensure that there are checks and balances in the new health care system. Establish a grievance process  
18 that is outside the Green Mountain Care Board.

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

**BOARD OF TRUSTEES:** George Tyler (Village President); Andrew Brown, Dan Kerin, Elaine Sopchak, Lori Houghton.  
**ADMINISTRATION:** Pat Scheidel, Municipal Manager; Lauren Morrisseau, Assistant Manager & Finance Director; Susan McNamara-Hill, Village Clerk/Treasurer; Robin Pierce, Community Development Director.  
**OTHERS PRESENT:** Maureen Slayton, Michelle Robbins, Beth Wilbur, Lee Wiebe, Bryan Thomas, Michele Boomhower, Bryan Davis, Angela Scott, Kelly Reagan, Barbara Mulhern.

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**1. CALL TO ORDER and PLEDGE OF ALLEGIANCE**

Village President, George Tyler, called the meeting to order at 6 PM.

**2. EXECUTIVE SESSION**

**MOTION** by George Tyler, **SECOND** by Lori Houghton, that the Trustees make a specific finding that the premature public knowledge of candidates for volunteer positions would clearly place the Village of Essex Junction at a substantial disadvantage, and further, that the Trustees enter Executive Session to interview candidates for volunteer positions in accordance with 1VSA§313(a)(3) to include the Trustees, Municipal Manager, and Assistant Manager. **VOTING: unanimous (5-0); motion carried.**

Executive Session convened at 6:01 PM.

**MOTION** by George Tyler, **SECOND** by Dan Kerin, to adjourn Executive Session. **VOTING: unanimous (5-0); motion carried.**

Executive Session was adjourned at 6:15 PM and the regular meeting reconvened.

***ACTION FOLLOWING EXECUTIVE SESSION***

**MOTION** by Elaine Sopchak, **SECOND** by Andrew Brown, to appoint Raj Chawla to the Bike/Walk Advisory Committee and Linwood Martel to the Tree Advisory Committee. **VOTING: unanimous (5-0); motion carried.**

At 6:30 PM President Tyler resumed the regular meeting and led the assemblage in the Pledge of Allegiance.

**3. AGENDA ADDITIONS/CHANGES**

Add under Old Business:

- Draft letter to Jim Glanville
- Restoration Proposal for Lincoln Hall

**4. APPROVE AGENDA**

**MOTION by George Tyler, SECOND by Lori Houghton, to approve the agenda as amended. VOTING: unanimous (5-0); motion carried.**

**5. GUESTS, PRESENTATIONS, PUBLIC HEARINGS****1. Comments from Public on Items Not on Agenda**

None.

**2. Bryan Davis, CCRPC, re: Town and Village Bicycle and Pedestrian Plan**

Bryan Davis reviewed the process and involvement of both the village and town in the update of the bike/ped plan which builds on past work. The plan addresses:

- Sidewalk network
- Paths and trails network
- Present and future needs to enhance the networks
- Bike parking facilities
- Way finding signage
- Treatment at Five Corners if Main Street by Brownell Block is turned into a 'festival street' area or the intersection is reduced to four-way instead of five-way
- Cost figures for significant bike/ped projects
- Low cost items the municipalities can do (striping, different paint schemes, maintenance, signs, parking, path connections)
- Funding and local share (20%)
- Working with CCRPC on grant opportunities
- Showcasing streets with open street events.

Next steps include approval of the plan by the Trustees and the Town Selectboard. There was mention of informing developers of projects in the village and town of planned paths. Robin Pierce said the Planning Commission suggested a map showing the location of existing and proposed paths be shown to landowners and developers.

**MOTION by Lori Houghton, SECOND by Dan Kerin, to adopt the Essex Town and Village Bike and Pedestrian Plan as presented on 10/14/14 by CCRPC. VOTING: unanimous (5-0); motion carried.**

**3. Update on Chittenden County Regional Planning Commission**

Michele Boomhower, CCRPC Assistant Director, reported on progress made in assisting communities in meeting their planning objectives. The FY2014 annual report outlines participation by CCRPC in activities in Essex Junction in the past year as well as regional projects. A copy of the report was provided to the Trustees and Dan Kerin's participation on the CCRPC Board was acknowledged. Ms. Boomhower noted Regional Planning's work plan drives what is accomplished. A core amount is paid by the village to CCRPC for services plus a 20% match for projects in the village. The Trustees need to review CCRPC's objectives in the work plan and provide feedback. Michele Boomhower also mentioned the Neighbor Rides Program (successful, especially in providing rides to the elderly), update of public participation plan which helps identify the level of engagement

on the spectrum of engagement for a project (CCRPC Board to adopt the plan), survey of interest by towns in regional service coordination, and state level work on TMDL and river corridor maps issued by the state which will be utilized in a regulatory manner similar to floodplain maps.

George Tyler asked about federal funding. Michele Boomhower said federal funding is unknown at this time. A long term transportation bill has been elusive, but Vermont has benefited from the small state minimum (there is no guarantee this will continue though).

Pat Scheidel asked if CCRPC has assisted other village or towns with their comprehensive plans. Michele Boomhower assured CCRPC is willing to assist any interested towns.

## **6. OLD BUSINESS**

### **1. Draft Massage Therapy Establishment Regulations**

### **2. Draft Letter to The Essex Resort & Spa**

George Tyler gave a brief history of what precipitated the drafting of regulations for massage therapy establishments. Elaine Sopchak added the draft regulations are based on a template from a national draft ordinance on human trafficking and prostitution. The purpose and intent of the ordinance is to stop illicit massage parlors in the village. Staff, legal counsel and the police have reviewed the draft ordinance. The fingerprint requirement (\$25 cost per person) is so a history of massage practitioners in the community can be established. The permit and fee of \$50 for the establishment is a one-time occurrence paid at the time of application. Licenses will not be issued. The permit process is a way for the municipality to ensure compliance to the rules and a way for a business to have credibility just as state/national licensing gives credibility. Without the ordinance there is no way to stop illicit businesses. The exemption in the regulations will be generalized for massage services provided on-site at businesses/spas. Practitioners in health establishments or affiliated with health establishments will fall under the exemption outlined in the ordinance. A legal opinion is needed on whether to remove the exemption for nonprofit organizations. The ordinance is not retroactive to businesses already in operation, and the ordinance at this point only addresses tenants in commercial space and not home based businesses.

Dan Kerin expressed concern about the burden being put on legitimate businesses by the regulations and that illicit operations will find ways to exist despite the ordinance. Mr. Kerin also noted there are already federal laws and enforcement handling these matters.

Pat Scheidel noted there will be a public hearing on the draft ordinance before adoption followed by a 30 day appeal period before the ordinance is in effect.

## ***PUBLIC COMMENTS***

The following massage therapists provided comments as noted below on the ordinance:

- Maureen Slayton
- Beth Wilbur
- Lee Wiebe

- Barbara Mulhern
- Bryan Thomas
- Angela Scott
- Kelly Reagan
- Michelle Robbins

Comments included the following:

- There is national and board certification, registration, and/or licensing for massage therapists. AMTA-VT (association of massage therapists) has 210 members who support fair and consistent regulation of the practice of massage therapy.
- Many massage therapists are nationally certified and continue to hold licenses from other states.
- Massage therapists operate private practices, not massage parlors. Some massage therapists provide service at spas, resorts, other health service offices (chiropractor, athletic training) or from home.
- Massage therapists want to be treated as other non-physician health care practitioners licensed in the State of Vermont (chiropractors, dentists, nurses, and others).
- The proposed ordinance will have a negative impact on law abiding therapists.
- Statewide licensure of massage therapy professionals is needed. The Trustees are invited to participate in the statewide effort of licensure. With state licensure 500-650 hours of training is required, participation must be in an accredited program or documentation of education must be shown, background checks are done, and a committee works with the Office of Professional Regulation.
- AMTA-VT was not consulted in the drafting of the ordinance.
- The draft ordinance does not ask for proof of liability insurance. Massage therapists must know if their clients have any health conditions or are on medicines.
- Massage therapy is a respectable profession. The draft ordinance focuses on human trafficking which is degrading to the profession.
- There should be a health establishment permit for health professionals that would include fitness centers, personal trainers, dentists, glamor nails shops and others as a way to register in the municipality.
- Having national certification does not eliminate the problem of prostitution or human trafficking. Community members need to speak up when there is a questionable business. Also, the onus should be on the landlords who rent space to these illicit businesses.
- Requiring fingerprints and background checks for massage therapists is discrimination toward one small group where a problem does not exist.
- Some therapists do massage therapy on a limited basis (i.e. one day a month out of a chiropractic office) and the cost to meet the requirements in the ordinance will have an impact.
- The ordinance penalizes those who supply valid services.
- Some massage therapy practices include chiropractic and athletic training services as well as massage therapy, and employ several people. Compliance to the

ordinance would be very cumbersome. Private business owners/operators should be able to make their own decisions as to who to hire and what services to offer, and not be singled out. Health care processes should not have to go through the ordinance.

- The requirement in the ordinance that doors cannot be locked impacts safety/security and privacy of clients.
- The ordinance is coming down on massage therapists to get at prostitution, but this will not solve the problem. There are many loopholes that are difficult to investigate or close. The illicit business operators (Chinese and Russian mafia) have significant funds so fees are not an issue and the business can be readily relocated outside of Essex Junction if necessary. A collaborative effort in the greater metropolitan area is needed to eliminate these illicit business operations.
- The ordinance is not clear on whether a new permit is needed when a practice relocates to another address/location or is operated as a home occupation.
- Reiki spiritual massage technique is not addressed in the draft ordinance.
- Massage therapists have been fighting against the bad image of “massage parlor” for a long time. The focus of the ordinance should be away from the massage therapist and more toward the way the business is run.
- Some items in the ordinance needing clarification include:
  - Definition of “massage establishment” relative to commercial property or personal property (i.e. home);
  - Whether the fee is one time or not;
  - Whether information requested is business information or personal information;
  - Whether the information being kept on file for 10 years is information other businesses would be asked to provide and be held for 10 years;
  - Whether audit of the permits is part of the process;
  - Grandfathering businesses may not eliminate any existing illicit massage businesses;
  - Whether entrances/exits in home-based private practices will be in violation of the ordinance;
  - The action of “adjusting” is outside the scope of practice for massage therapists so the term should be deleted in the ordinance.
- There should be health establishment licenses and permits for all health professionals otherwise it feels like massage therapists are being targeted and discriminated against. There is question as to whether other professions require a photograph next to the license as is required per the draft ordinance.
- The initiative against illicit places of business is appreciated because it is an issue and still occurring. Planning and zoning boards should be involved to better filter out these businesses.
- Revoking a license for five years may not be adequate. The license of an offender should be revoked forever.
- Fingerprinting and background checks are good if a therapist is to be in a room with a client who may not be clothed.
- Massage therapists or any professional for that matter do not want to work with anyone under the influence, but there is question of whether the massage therapist

will have sufficient training to make the determination the client is ‘under the influence’.

- There are reasons breasts may be touched during a therapy session, such as with breast cancer or mastitis cases.
- Many massage therapy practices have signs saying something other than “massage” and will be out of compliance with the ordinance.
- A high level of professionalism is very important to the profession and practitioners.
- Legislation is needed to have buildings owners know who they are renting to in order to protect against human trafficking activities.

### 3. Agreement for Pearl Street Link Project Engineering Services

Robin Pierce explained the link project as part of the circ alternatives. George Tyler noted the \$147,189 fee for the consultant is covered by VTrans.

**MOTION by George Tyler, SECOND by Lori Houghton, to authorize the Municipal Manager to execute the Agreement for Consulting Engineering Services with Lamoureux & Dickinson Consulting Engineers, Inc. for the Pearl Street Missing Link project. VOTING: unanimous (5-0); motion carried.**

### 4. Amendments to the General Rules and Personnel Regulations

Susan McNamara-Hill explained the amendments pertaining to the way health insurance is paid (needs to be changed to a percentage or the cost increase will be totally borne by employees) and clarification of terminology with part-time work and benefits.

**MOTION by Lori Houghton, SECOND by Elaine Sopchak, to amend Section 304.1 and Appendix III of the General Rules and Personnel Regulations as presented. VOTING: unanimous (5-0); motion carried.**

### 5. Lincoln Hall Building Envelope Evaluation

Lauren Morrisseau reported additional repair work is needed on Lincoln Hall including two chimneys (work is being done with the roof replacement) and foundation work (to be added to Phase 1 of the restoration work). The cost of work in Phase 1 is \$141,000, Phase 2 is \$133,000, and Phase 3 is \$45,000. There was discussion of increasing the annual allotment to the capital fund or repurposing any remaining money from the bonds for the Lincoln Hall renovation work. There was also discussion of getting a second expert opinion on the work.

Staff will ask LISZT to identify a timeline for the work (i.e. what can be done in Year 1 and Year 5 and so on) and research getting a second expert opinion. The capital project review committee will rank the Lincoln Hall work.

## 7. NEW BUSINESS

### 1. Shared Village and Town Public Works Service Delivery

Pat Scheidel reviewed his memo on shared public works service delivery and reported staff should be ready by the joint meeting on November 10, 2014 to show the refined

service delivery system to be presented to the public at town meeting. Public works is the second largest service center and a good place to start to see if the community is willing to take the next steps.

**MOTION by George Tyler, SECOND by Lori Houghton, to accept the communication from Patrick Scheidel to the Trustees, dated 10/2/14, and place the information on file. VOTING: unanimous (5-0); motion carried.**

**2. Set FY2016 Budget Goals**

The goal is an overall increase of 3% or less while still addressing needs and maintaining the same level of service. There will be an automatic increase in the tax rate due to the bond payment. Health care cost increase is 7%.

**8. VILLAGE MANAGER'S REPORT**

**1. Meeting Schedule**

- October 28, 2014 @ 6:30 – Regular Trustees Meeting
- November 10, 2014 @ 6:30 – Joint Meeting with Essex Selectboard
- December 9, 2014 @ 6:30 – Budget Day (full day meeting)
- December 23, 2014 @ 6:30 – Regular Trustees Meeting

**Special Meetings/Events**

- December 12 @ 6 PM – Tree Lighting and Train Hop

**2. Staff Meetings**

Meetings are on-going with staff.

**3. VLCT Annual Meeting**

VLCT held its annual meeting at Lincoln Hall.

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

**1. Board Member Comments**

- George Tyler noted correspondence was received regarding the high quality of services from the Village Engineer with the Woods End and School Street projects.
- George Tyler mentioned his tour of the waste water treatment plant.
- Lori Houghton said the crescent connector information meeting had a broad group of attendees (landowners, business owners, concerned citizens). Rick Hamlin stood in at the end and did a great job.
- Dan Kerin said he will look for ways to fund the work on Lincoln Hall at the next buildings committee meeting.

**2. Reading file:**

- Capital Program Committee minutes 9/2/14
- Planning Commission minutes 9/18/14
- Bike/Walk Advisory Committee minutes 9/22/14
- Tree Advisory Committee minutes 10/6/14
- Email from Prudential Committee re: Summer Meeting Highlights

- VLCT Fall Selectboard Institute 11/8/14
- Email from Woods End Drive Resident re: Reconstruction Project
- Email from School Street Resident re: Reconstruction Project
- Chittenden Solid Waste District Annual Report FY14
- News Release from Champlain Water District re: Award for Best Tasting Water

**10. CONSENT AGENDA & READING FILE**

**MOTION by Andrew Brown, SECOND by Dan Kerin, to approve the consent agenda as presented:**

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

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

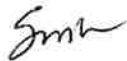
**11. ADJOURNMENT**

**MOTION by George Tyler, SECOND by Dan Kerin, to adjourn the meeting.**

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

The meeting was adjourned at 9:55 PM.

RScty: M.E.Riordan



## Check Register Report

BL 10/28/14

Date: 10/24/2014

Time: 8:22 am

Page: 1

Village of Essex Junction

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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10050213	10/28/2014	Printed		00382	AMAZON.COM CREDIT	CIRCULATION MATERIALS-LIBRARY	503.43
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10050217	10/28/2014	Printed		10225	BIBENS ACE HARDWARE	SUPPLIES-WWTF	4.49
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10050220	10/28/2014	Printed		0268	BRODART CO.	CIRCULATION MATERIALS-LIBRARY	1,089.94
10050221	10/28/2014	Printed		0305	BURLINGTON FREE PRESS	NEWSPAPERS-LIBRARY	28.00
10050222	10/28/2014	Printed		0347	RON BUSHEY'S AUTO INC.	OIL/FILTER & INSPEC-FIRE	121.95
10050224	10/28/2014	Printed		9941	BUSINESSCARD SERVICES	SEE ATTACHED SPREADSHEET	410.39
10050225	10/28/2014	Printed		0400	CABELA'S MKTG & BRAND MGT INC	BOOTS-WATER	136.44
10050226	10/28/2014	Printed		0455	CANON SOLUTIONS AMERICA	COPIES-LIBRARY	34.67
10050227	10/28/2014	Printed		9743	CARQUEST AUTO PARTS	SUPPLIES-VARIOUS	91.78
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10050229	10/28/2014	Printed		0508	CHAMPLIN ASSOCIATES INC.	PUMP CONTROLLER & BASE-SANI/WW	9,407.00
10050230	10/28/2014	Printed		05070	CHARLEBOIS TRUCK PARTS INC.	PARTS-STREET	45.70
10050231	10/28/2014	Printed		0525	CHITTENDEN SOLID WASTE DISTRIC	MGMT/BIOSOLIDS-WWTF	13,738.89
10050232	10/28/2014	Printed		9788	COMCAST	CABLE-FIRE	13.63
10050233	10/28/2014	Printed		05898	CRYSTAL ROCK BOTTLED WATER	BOTTLED WATER-STREET	17.95
10050234	10/28/2014	Printed		10657	MARY K. DENNISON	CHILDREN'S PGM REIMB-LIBRARY	18.13
10050235	10/28/2014	Printed		1690	DEPOT HOME & GARDEN	STRAW-LIBRARY	16.77
10050236	10/28/2014	Printed		9766	ALBERTA DEUTSCH	MILEAGE REIMB-LIBRARY	84.00
10050237	10/28/2014	Printed		10683	SAM DRAZIN	PRESENTATION-LIBRARY	225.00
10050238	10/28/2014	Printed		0644	DUBOIS & KING INC.	CRESCENT CONNECT PROJ-CAP R	22,205.54
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10050240	10/28/2014	Printed		0710	ENDYNE, INC.	TESTING - WWTF	75.00
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10050247	10/28/2014	Printed		10226	G & K SERVICES	SUPPLIES-STREET	61.49
10050248	10/28/2014	Printed		0899	GAUTHIER TRUCKING CO., INC	RUBBISH REMOVAL -ST	373.34
10050249	10/28/2014	Printed		10453	GE CAPITAL C.O.RICOH USA	COPIER-WWTF	118.00
10050250	10/28/2014	Printed		10598	GREEN MOUNTAIN POWER CORP #2	ELECTRICITY-VARIOUS	1,567.12
10050251	10/28/2014	Printed		0965	GREEN MOUNTAIN POWER CORP.	ELECTRICITY-VARIOUS	11,058.27
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10050255	10/28/2014	Printed		9854	IDEXX DISTRIBUTION, INC.	SAMPLE BOTTLES-WWTF	365.39
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10050257	10/28/2014	Printed		11631	INTEGRITY COMMUNICATIONS	SPEAKER DEVICE/SEMINARS-WWTF	817.00
10050258	10/28/2014	Printed		2041	S. D. IRELAND CONCRETE	CONCRETE-STREET	1,267.50
10050259	10/28/2014	Printed		1208	RICK JONES	IPAD STORAGE-STREET	12.71
10050260	10/28/2014	Printed		1248	KITCHEN WORLD, INC	CABINETS-WWTF	1,903.75

# Check Register Report

BL 10/28/14

Date: 10/24/2014

Time: 8:22 am

Page: 2

Village of Essex Junction

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10050266	10/28/2014	Printed		1479	MATTHEW BENDER & CO. INC	VT STATUTES BOOK-ADMIN	364.11
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10050268	10/28/2014	Printed		1660	NORTHEAST DELTA DENTAL	INSUR PREMIUM-VARIOUS	2,190.90
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10050270	10/28/2014	Printed		1755	P & H SENESAC, INC.	POLYMER FOR DEWATERING-WWTF	6,900.00
10050271	10/28/2014	Printed		1775	PETTY CASH VILLAGE	MISC EXP-VARIOUS	110.30
10050272	10/28/2014	Printed		1789	PIKE INDUSTRIES, INC.	ASPHALT-STREET	2,078.20
10050273	10/28/2014	Printed		10235	PRATT & SMITH INC	ELECTRICAL WORK-WWTF	13,455.00
10050274	10/28/2014	Printed		1843	PROFESSIONAL WRITING SVCS	MINUTES-ADM/COM DEV	341.00
10050275	10/28/2014	Printed		10685	R.H. ASSOCIATES & COMPANY	CONTROL KEY-WWTF	19.54
10050276	10/28/2014	Printed		1910	RADIOSHACK	SUPPLIES-WATER	47.82
10050277	10/28/2014	Printed		10676	REAP CONSTRUCTION LTD	2nd HALF ROOF REPAIR-LH	14,444.50
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10050279	10/28/2014	Printed		1975	ROTO-ROOTER SEWER & DRAIN	BATHROOM FIXTURE REPAIR-LIB	298.45
10050280	10/28/2014	Printed		9481	SAFETY SYSTEMS OF VERMONT, LLC	CTRL STA ANNUAL MONITORING-STR	250.00
10050281	10/28/2014	Printed		2117	SCHWAAB, INC.	SUPPLIES-COM DEV	50.25
10050282	10/28/2014	Printed		20732	THE SHERWIN-WILLIAMS CO.	PAINT & SUPPLIES-LIBRARY	45.81
10050283	10/28/2014	Printed		9627	THE SMALL ENGINE CO., INC	SPARK PLUG-FIRE	46.37
10050284	10/28/2014	Printed		2115	SOUTHWORTH-MILTON, INC.	LADDER REPAIR-FIRE	708.84
10050285	10/28/2014	Printed		21153	SOVERNET COMMUNICATIONS	PH/INTERNET-FIRE	101.78
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10050288	10/28/2014	Printed		0545	THE TECH GROUP	MANAGED SERVICES-ADMIN	664.00
10050289	10/28/2014	Printed		2227	TI-SALES, INC.	BATTERY PACK-WATER	547.00
10050290	10/28/2014	Printed		10506	U.S. BANK	DEBT SERV PAYMNT-BOND/WTR/WWTF	117,285.98
10050291	10/28/2014	Printed		9263	VERMONT CENTER FOR THE BOOK	CONF REGISTRATION-LIBRARY	50.00
10050292	10/28/2014	Printed		10669	VERMONT HUMAN RESOURCES	VHRA BREAKFAST MTG-ADMIN	40.00
10050293	10/28/2014	Printed		2343	VILLAGE COPY & PRINT	ENVELOPES-ADM/COM DEV	294.00
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10050295	10/28/2014	Printed		0811	F.W. WEBB COMPANY	ASSORTED PVC-COMPRESSOR-WWTF	20.84
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Total Checks: 84

Checks Total (excluding void checks):

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Total Payments: 84

Bank Total (excluding void checks):

550,226.86

Total Payments: 84

Grand Total (excluding void checks):

550,226.86



## Patty Benoit

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**From:** Steve Shover <engravingandgift@aol.com>  
**Sent:** Tuesday, October 21, 2014 7:56 AM  
**To:** Patty Benoit  
**Subject:** Jingle Bell Express Train

Patty,  
Nice talking with you yesterday !

On Saturday, November 29th, 2014 we are having our 2nd annual Jingle Bell Express Train ride for kids and it's all to benefit the Ronald McDonald House in downtown Burlington. I need to make a request from the Selectboard/Trustees of the Village of Essex Junction to have the crossing at Central Street closed for approximately twenty minutes when the train arrives in Essex Junction. The train is due into Essex at 1:45 PM and will leave at 2:10 PM. The reason we need the extra time is that we are having everyone get off the train in Essex and then we will board all the new passengers who will be going to Burlington. The same will hold true when we return from Burlington. We are requesting that Central St. be closed

from 4:45 PM until 5:10 PM so we can get all the kids off the train and then re-board for everyone who will be going to St. Albans. I am working with New England Central Railroad to expedite the process of getting everyone off and then re-boarding by having four doors open instead of just two as we did last year.

We may only be in Essex Junction for fifteen minutes, but I still wanted to make the request so that we don't upset anyone who might be stuck at the railroad crossing. We are also hoping that the Village and Town fire departments will be on hand so the "kids" can see a big fire truck. Last year they did this and it was a big hit for the kids.

If you have any other questions or concerns, please let me know.

Thanks

Steve Shover  
Board Member, Ronald McDonald House Children's Chairites



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