



TRUSTEES MEETING NOTICE & AGENDA
TUESDAY, JUNE 10, 2014 at 6:00 PM
LINCOLN HALL MEETING ROOM, 2 LINCOLN STREET

1. **EXECUTIVE SESSION/PERSONNEL** [6:00 PM]
 - a. Exit interviews – Planning Commission and Zoning Board Members
(Phone interview at 6:15 PM)
2. **CALL TO ORDER/PLEDGE OF ALLEGIANCE TO FLAG** [6:30 PM]
3. **AGENDA ADDITIONS/CHANGES** [6:30 PM]
4. **GUESTS, PRESENTATIONS AND PUBLIC HEARINGS** [6:30 PM]
 - a. Comments from Public on Items Not on Agenda
 - b. Presentation By Heart & Soul about Proposal for Community Calendar
 - c. Presentation of Library Long Range Plan [7:00 PM]
 - d. Steve Eustis about West Street/West St. Extension Intersection [7:30 PM]
and Whitcomb II Common Land and Trail
 - e. Public Comment on CVE request for Sound Waiver for Relay for
Life Event June 20-21, 2014 [7:50 PM]
5. **OLD BUSINESS** [8:00 PM]
 - a. Action on Sound Waiver for Relay for Life
 - b. Approve and Sign Bond Documents for Capital Projects
 - c. Reappointments to CCRPC Planning Advisory Committee
 - d. FYE 15 Tax Collection
 - e. Review Draft Notes from Annual Retreat
6. **NEW BUSINESS** [8:30 PM]
 - a. Approve Vision Statement from Bike/Walk Advisory Committee
 - b. Approve FYE 14 General Fund Departmental Budget Transfers
 - c. Approve VTrans Grant Application for Main Street Sidewalks Scoping Study
 - d. Approve Recommended Appointee to Recreation Advisory Council
 - e. Approve Trustee Appointment to Recreation Advisory Council
7. **VILLAGE MANAGER'S REPORT** [8:50 PM]
 - a. Meeting with Library Trustees
 - b. Heart & Soul Discussion: Lara Keenan and Nina Curtiss
 - c. Trustees Meeting Schedule
8. **TRUSTEES' COMMENTS & CONCERNS/READING FILE** [9:00 PM]
 - a. Board Member Comments
 - b. Minutes from Other Board/Committees:
 1. Planning Commission 5/1/14, 5/8/14 & 5/15/14
 2. Zoning Board of Adjustment 5/20/14
 3. Tree Advisory Committee 5/20/14
 - c. Response from Governor Shumlin about Water Quality
 - d. Letter from CVE about Neighbor Meeting 6/10/14
 - e. Extension of Agreements with Essex Junction School District

TRUSTEES AGENDA 6/10/14

- f. VT Natural Resources Board Act 250 Hearing Recess Orders
for Green Meadow Apartments and 4 Pearl Street

9. **CONSENT AGENDA**

[9:05 PM]

- a. Approve Minutes of Previous Meetings 5/13/14 & 5/27/14
- b. Approve and Sign Annual Meeting Minutes 4/2/14
- c. Approve Warrants including check #10049383 through #10049463
totaling \$274,996.77.
- d. Approve FYE 15 Lincoln Hall Leases
- e. Approve Street Closings for EJRP/Block Party Light the Night 5K Run

10. **EXECUTIVE SESSION**

[9:10 PM]

- a. Contracts/Personnel

11. **ADJOURN**

[9:30 PM]

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

Brownell Library

FY15 Action Steps for Strategic Plan (with Target deadlines in red)

1. Education: Create opportunities for lifelong learning and exploration, and respond to societal changes with information to help people manage and improve their lives.

a. Offer diverse programming opportunities incorporating a variety and range of literacy skills.

Adult Library

- Improve English Language Learning [ELL] resources by identifying what is available - create handouts that would list community and area educational opportunities. Call SMC ELL Dept. to see if they have such lists. (Winter)
- Staff talks with Fletcher Free to discover what they do for ELL. Staffers arrange visit with FFL before end of calendar year. (Winter)
- Look at space to offer tutors – bistro seating inside and out. (Fall)
- More training on digital devices – Tech Jeannie helps patrons monthly. (ongoing)
- Market “Universal Class” as a way to help patrons more – Susan will examine Universal Class offerings and create a list of the “tech relevant” classes and do a press release for the Essex Reporter and a handout for the desk. (Fall)

Youth Library

- Passive programming – activity tables for math & science, graphs/charts. (Winter)
- After school programming. (ongoing)
- Delineate literacy skills for different programs. (Fall)

b. Collaborate with local schools to support and extend educational offerings in the community.

Adult Library

- “Plein air” painting class with members of EHS Art Dept or Essex Art League. (Summer)

Youth Library

- Incorporate common core curriculum standards in story times. (Fall-Spring)
- Meet with local elementary school librarians regarding common core. (Fall)
- Work towards communication with EHS. Check with EHS library director to offer our calendar for posting at their library and ask to receive any PR materials they wish to share. (Fall)
- Youth Staff explore getting helpers for one-on-one tutoring possibilities (Burnham model). (Fall)

- c. **Train and sustain a friendly, creative and knowledgeable staff to engage with library users in all manner of activities throughout the library and beyond.**

Adult Library

- Tech proficiency and tech training. Survey how other libraries train their staff on technology. (Winter)

Adult/Youth Library

- Philosophy of Service – Team Building revisits the earlier draft we'd looked at to see if it still works for us and how it differs from our mission statement. (Fall)
- Make sure staff is aware of Universal Class for Tech skills. (ongoing)
- Each staff member identifies one area of Tech Skills to focus on getting training especially as it applies to their job. (Fall)
- Improve Staff knowledge of ListenUp Vermont. Each staff commits to downloading an LUV ebook or audiobook etc. each quarter. (ongoing)

- d. **Help patrons with evolving technologies in a welcoming environment.**

Adult Library

- Pull together Tech Savvy types of all ages with an App Sharing Evening by Surveying on Facebook and Front Porch Forum for those who have favorite Apps. Viki and Jeanne Verdel planning a program for App Sharing. (Summer)
- Staff learn to help patrons with changes in social support systems ie. Healthcare. Staff commits to reporting at staff meeting any particular social service agency that confuses patrons. Contacts that agency with questions. Helps patrons fill out forms as time permits. Refer patrons to appropriate agency if necessary. (ongoing)

Youth Library

- Youth staff will incorporate educational apps in programs (Fall)

- e. **Develop and maintain a collection reflecting community interests and needs that includes ongoing points of view and responds to changing interests and demographics.**

Youth Library

- Playaways will be added to the Youth collection (MG). (Summer)
- Explore donations of video games (MG).

Adult/Youth Library

- Staff will read the *Essex Reporter* weekly to increase knowledge of local issues. Important to reflect what the opinions and articles reveal about our community. (ongoing)

- Document and assess workflow (how things work: when books come in, where they go and what is done to them) in tech services, and all departments. See *Libraries in Leaner Times* for more about workflow assessment. (ongoing)

2. Community Connections: Nurture community spirit in a safe, collaborative and comfortable space.

a. Improve existing space to meet patrons' needs.

Adult Library

- Urge library stakeholders to volunteer for leadership for Essex Eats Out Dinners, and the Publicity Committee with our partner St. James Church. (Summer)

Youth Library

- Address Books in Series in Youth Collection: Either separate out series and display, or create handouts for series. (Winter)

Adult/Youth Library

- Revisit and utilize the ideas generated by the Gladys Brooks Foundation Grant application research. (ongoing)
- Consider adding Standing OPAC stations—small table or consulting shelves in NF and/or Mezzanine. (Fall)
- Assess Youth and Adult Library Signage. SP Ordering new Lucite holders for the missing signs. (Fall)
- Add Charging domes in areas where people study with their technology. (Fall)

b. Increase publicity and awareness of library services and programming.

Adult Library

- Consider timeliness of program calendar - do we need to separate youth and adult program listings? (Winter)
- Library adds information to Welcoming packets the Village sends out. Update annually. (ongoing)
- Engage community members in the development and implementation of programming. (ongoing)
- Purchase Brownell Library table cover for events. (Summer)

Youth Library

- Search for another Star Wars program leader. (Fall)
- Encourage teens and others to share book reviews to display. (ongoing)
- Create Summer Reading registration online using EventBrite. (Summer)

Adult/Youth Library

- Makerspace programming:
Adult - Find resources and identify people who have the skills to run Makerspace programming. (Spring)
Youth – Find Engineers to present Programs on Science/Technology. (Summer)

c. Increase outreach efforts to reach underserved populations.

Adult Library

- Study possible programming for 20/30-Somethings: electronic music, book discussions, another “blind date with a book” session. (ongoing)

Youth Library

- Welcome adults with special needs to youth events. (ongoing)

d. Collaborate with other libraries in all areas of library services, with emphasis on the Essex Free Library.

Youth Library

- Youth Library staff collaborates on 4 initiatives, 3 of them with Essex Free in 2014: Pen-pal story time exchange (Fall), VT Reads Wonder collaboration with Essex Free, ADL, and EHS (Fall), Collaborate with DCF Club (Spring)

Adult/Youth Library

- Shared professional Development w/Essex Free Staff and other area libraries.
- Community hike.
- Vermont Reads *Wonder*
Adult – Book discussion. (Fall)
Youth – Puppetry Workshop and speaker Sam Drazin. (Summer & Fall)
Adult/Youth – Intergenerational book discussion & potluck. (Fall)

3. Health and Recreation: Support healthy minds and bodies and stimulate imagination.

a. Partner with local initiatives and organizations to enrich community involvement in health and recreation.

Youth Library

- Plant garden at Summit St. School, raise vegetables with kids all summer and share produce with teachers in the fall for classroom use. (Summer-Fall)

b. Expand our presence and access outside the building.

Adult Library

- Director has asked Tim Jerman for *Cemetery Walk II* --do a theme: Dead Essex Jct scoundrels, heroes, eccentrics, geniuses etc. (Fall)
- Susan will pursue hiding a geocache on the library’s property. (Spring)
- Plan a library led hike along new walking path from Central St. to Essex High School. (Fall)

Youth Library

- Walk to garden weekly, Teddy Bear Picnic at Maple Street Park, walk to Public Works and Waste Water Treatment Plant, walk to Summit St. Playground for stargazing with Vermont Astronomical Society. (Summer)

- Annual Bike Ride, Hoopapalooza Fundraiser. (Spring)
- Storywalk about veggies up at the Garden site. (Summer)

Adult/Youth Library

- Encourage pairs of library staff out for “Brainstorm” walks.

c. Provide services and materials to promote healthy minds and bodies.

Adult:

Youth Library

- Provide 10 weekly visits with children to the library garden at Summit St. School to weed and harvest, and make healthy dishes for kids using produce. (Summer)

Adult/Youth Library

- Adult staff partner with Youth Staff to tend a more extensive garden for supply of food for cooking classes for both age groups. (Spring)
- Check with the EJFD to see if they’d offer Village staff another chance to put out a fire. Report to Safety Committee. (Spring)

d. Help patrons access health and recreation resources.

Adult Library

- Investigate additional passes to offer: Shelburne Museum, Biodome, Montshire.
- Study cost effectiveness of more online services: Flixster(Indie movies), Zinio and Hoopla.
- Offer a program on Apps for Health, along with Health books and DVDs on display. (Spring)
- Do a survey of 20-30s for programming ideas.
- Offer programming to attract the 20s and 30s demographic.
- Establish a timeline to offer an Electronic music programs-AB said he would be interested and would check out our speaker system. (Summer)

4. Local Economy: Collaborate with organizations, groups and individuals working to improve the community’s economic climate.

a. Develop spaces, resources and trainings to support small businesses and start-ups.

Adult Library

- Brainstorm ideas to have a Local Business Evening where businesses showcase their products and services. Example Themed business evenings: food, tech, pets, clothing, crafts, automotive.
- Work with Economic Development Committee and Planning Dept. for a program with Bruce Seifer on his book *Sustainable Communities: Creating a Durable Local Economy*.

b. Support financial literacy for all ages.

Adult Library

- Continue contact with Vermont State Treasurer for possible speakers and resources.
- Register for MoneySmartWeek sponsored by ALA April 2015 involving local banks, credit unions, financial counselors.
- Update personal finance collection.
- Market Universal Classes on Personal finances, investing, saving and business startups.

Youth Library

- Continue the Reading Is an Inve\$tment Program through the VT State Treasurer's office.
(Spring)

c. Provide resources concerning job opportunities and career changes.

Adult Library

- Exhibit materials on job searches, interviewing and retirement .

d. Pursue funding opportunities for special projects and initiatives.

Adult Library

- Grants through Rotary etc.
- Support Village/Town consideration of a Makerspace area by adding materials to the collection and hosting meetups or programming.

Check Register Report

Agenda Addition

Date: 06/09/2014

Time: 11:07 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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Checks

10049298	05/17/2014	Printed		05530	COSTCO COLCHESTER #314	SUPPLIES-FIRE	210.23
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Total Checks: 1

Checks Total (excluding void checks): 210.23

Total Payments: 1

Bank Total (excluding void checks): 210.23

Total Payments: 1

Grand Total (excluding void checks): 210.23

Reading File

RECEIVED

JUN 04 2014

Village of Essex Junction

33 Mansfield Avenue
Essex Junction, VT 05452
2 June 2014

Village of Essex Junction
2 Lincoln Street
Essex Junction, VT 05452

ATTN: Rick Jones

Dear Rick,

We appreciate that the Village has attempted to help us with the failed culvert that passes through our property, but we believe your assessment of the failure is not correct, and that the Village's efforts have not resolved the issue.

As you are already aware, the culvert failed at least five times that we know of, four of which led to water in our basement at 33 Mansfield Avenue. Three of these failures occurred on May 23 and 24, and June 25, 2013, before the new catch basin was installed across the street. We had water in our basement all three of those days, at depths of two inches, four feet, and two feet, respectively. The new catch basin was installed on June 27. We had 18 inches of water in our yard on June 29th, and water in our basement for the fourth time on July 4.

In his email to you, Rick Hamlin stated:

"... we found that the existing piping does have sufficient capacity, as long as it is not

plugged by debris, which it was when the last flooding events occurred."

We disagree fervently with this assessment. Most of the debris found during the cleanout was firewood that had been pulled from our yard into the culvert during the second flood on May 24th. It was a result of the flooding, not the cause. We know this because it was during that flood that the woodpile left by the previous owners was strewn all over the yard when the water receded. As the Village discovered upon excavating the culvert behind the Karandy's house on Waverly Street, the culvert reduces in diameter from a four foot pipe to a two foot pipe. The law of fluid dynamics states that reduction of any diameter by half (i.e. from a four foot pipe to a two foot pipe) results in a reduction of 75% in volume in a straight line connection. With the bend in the current culvert set-up, the flow will be reduced even further. This is evidenced by the continued flooding we experienced after clean-out of the debris and placement of the catch basin. We simply do not agree with Mr. Hamlin's assessment that the piping has sufficient capacity.

In light of our assessment that the current culvert is not sufficient, and because of the losses we suffered last spring, we are compelled to protect our property to the best of our ability. Since the town is not willing to increase the volume of the town's culvert, we are forced to act on our own. After consulting with a local engineering firm, we have decided that the berm around the creek bed is our only option for preventing further flooding. We do recognize that a berm will increase the flow rate by raising the water level 2-3 feet higher, thereby increasing water pressure. This increased level should not, however, cause any issues upstream. During last year's flooding, water levels went high enough to cross Mansfield Avenue, which is much higher than the two-foot berm we are building. That flooding did not cause impounding upstream, and therefore a smaller rise will not cause it either.

As for cleaning the debris out of the culvert entrance, we understand your concern about gaining access and gladly agree to undertake this effort. It is in our best interest to keep the water flowing.

If you have other suggestion for protecting property on Mansfield Avenue, we will happily engage in a conversation with you. In the meantime, we will move forward with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert A. Paroline". The script is cursive and fluid.

Robert and Linda Paroline

A handwritten signature in black ink, appearing to read "Linda Paroline". The script is cursive and fluid.

DRAFT

6/6/14

To the Act 250 Board:

On behalf of the Essex Junction Trustees, I write to affirm our concurrence and support for the Essex Junction Planning Commission's recent, unanimous approval of the application to build a multistory, mixed-use building at 4 Pearl Street in Essex Junction, the site of the former Peoples Bank building.

As the Village's elected representatives to the Essex Junction government, we believe the proposed building aligns with the Village community's desire to improve and revitalize the Village center. Specifically pertinent to the application, we believe the scale of the proposed building is appropriate for the location within the Village core area, and that the design is compatible with the historic character of adjacent buildings and will provide an aesthetic standard for other anticipated building projects in the downtown.

In 2000, Essex Junction amended its land development code to allow and encourage multistory buildings (up to six stories) within the Village downtown. That amendment evolved from forward-thinking efforts by state and regional planners to reduce sprawl, preserve open space, maximize the efficiency of existing municipal resources, and preserve and revitalize our historic city, town, and village centers. As I'm sure you are aware, one of the accepted best practices for community planning is to encourage increased residential density in designated downtowns and growth centers. One of the guiding documents relating to community planning is the Growth Center Planning Manual for Vermont Communities, Vermont Department of Housing & Community Affairs, 2007, from which I have copied this relevant passage:

“But in almost every Vermont municipality, there are historic settlement areas characterized by high-density development ... The tallest buildings usually stopped at four or five stories when getting to the top floor meant climbing stairs. The result of these development patterns has often been described as the traditional New England village or town center and is now recognized as a model for community design ...” (p.51)

Additionally, the Vermont Planning and Development Act; Title 24: Chapter 117, states the purpose of the Act is to: “...facilitate the growth of villages, towns, and cities and of their communities and neighborhoods so as to create an optimum environment, with good civic design ...” and that “Intensive residential development should be encouraged primarily in areas related to community centers ...” Essex Junction's Comprehensive Plan and Land Development Code, developed and appropriately amended with guidance by the Chittenden County Regional Planning Commission, embrace those ideals.

Because historic downtowns are, by definition, already “developed,” one of the obvious modalities for increasing density is to increase the number of stories allowed in new buildings while concurrently giving the local planning board the authority to impose design standards to assure that new buildings, although taller, harmonize aesthetically with existing structures. We believe the Essex Junction Planning Commission's highly detailed and thoughtful deliberations over the 4 Pearl Street project exemplified that planning concept.

Moreover, the 4 Pearl Street application is by no means the first such project approved by the planning commission in recent years. Within the last decade the Village development office and planning commission, with full concurrence by the Village Trustees, have put into practice the concept of increased residential density throughout the community (with infill development) but particularly within and adjacent to the Village downtown, as demonstrated by approval of a 77 unit condominium development on Pearl Street (Highland Village) built in 2007 with three and four story buildings, and three and four story apartment buildings (Riverside in the Village) on Park Street, completed in 2013.

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Recognizing that economic and community development must not be achieved solely through increased building size, the Essex Junction government has expanded and improved municipal resources to provide better service to current citizens but also with an eye to accommodate anticipated growth and higher residential density. Some of the highlights of relevant existing and improved resources for higher density growth include:

- Recent purchase of 100 foot ladder fire truck, at a cost of approximately \$1 million, to provide access to multistory buildings up to six stories.
- Recent \$16 million upgrade of the existing wastewater treatment plant, currently operating well under capacity. Increased stormwater and wastewater from any new growth in the Village center can be adequately accommodated by the existing, recently improved sewer/stormwater network and upgraded treatment plant.
- One of CCTA's largest and busiest bus stations is several blocks away from the proposed building on 4 Pearl Street. Buses typically leave and arrive well under capacity.
- Sustained community support (and funding) for Vermont's second busiest municipal library (The Brownell Library) within the Village downtown, which is currently seeking ways to attract new patrons.
- Student populations in village schools, including Essex High School and Center for Technology, are presently under the peak capacity obtained in the previous decade.

We believe the 4 Pearl Street project, as well as the overall thrust of development in and around the Village center, aligns with community values expressed in recent open forums sponsored by the Village government about our downtown. I note that one of the co-directors of the Heart & Soul Community Values program recently held in Essex spoke in favor of the 4 Pearl Street application (*Essex Junction Planning Commission minutes 12/9/13*) stating that it “aligns with the core values” expressed by community members who participated in the program, and that the increased activity from more people living in the Village center, and the additional public gathering and retail space provided by the new building, would contribute to the economic vitality and cultural vibrancy of the downtown.

We do understand that some of the neighbors adjacent to 4 Pearl Street have voiced concerns about the project. As elected leaders it pains us when any constituent is displeased with the actions of the Village government or a municipal service. Because we are prohibited from influencing the planning commission's deliberations over an active application, we did not address the neighbors' comments directly. However, now that the planning commission has unanimously approved the application, I would like to offer a few observations which I hope might assuage some of those concerns.

Concerns were raised about traffic impacts. Neighbors also voiced concern about traffic impacts when the planning commission reviewed the applications for the two large residential development projects I mentioned previously – Highland Village and Riverside. Specifically, they feared the addition of dozens or even hundreds of vehicles flowing in and out of those new developments would worsen the traffic on already busy Village streets (Pearl Street and Park Street). Yet, in retrospect, traffic impacts from those projects have been minimal at best and mostly nonexistent. I suspect it will be the same with the 4 Pearl Street project. I would add that a recent traffic count estimated approximately 30,000 vehicles per day traverse Five Corners. The addition of 45 or 50 vehicles anticipated from the 4 Pearl Street project represents about a one tenth of a percent increase in that number.

Concerns were raised about delivery trucks blocking traffic while attempting to access the new building. I would point out that the Essex Police aggressively enforce traffic regulations in Essex Junction without exception. Delivery trucks and the businesses they serve would be required to establish loading and unloading processes that do not violate regulations or impede traffic flow.

Concerns were raised about the loss of “green space” presently provided by the bank property. I would point out

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that the Village has recently established, and funded, a tree committee which will monitor care of existing trees in the Village core and identify sites for new plantings to soften the hardscape appearance of the downtown. Also, the planning commission required the 4 Pearl Street developer to plant trees around the periphery of the new building.

Concerns were raised about the scale of the building. Admittedly, opinions about scale and design are subjective, but I would point out that the project was unanimously approved by all seven members of the planning commission, each of whom is well versed in the design standards of our Land Development Code, and most of whom have been serving with the commission for more than three years and have reviewed dozens of applications.

Lastly, I would like to express the Trustees' concern about the current state of the 4 Pearl Street property. Unlike other properties in the Village center, the bank building is significantly set back from the sidewalk, which allowed extensive tree and shrub plantings around the periphery when it was in use. However, because the building and adjacent property are no longer being used, the trees, gardens, and shrubs have not been, and probably cannot be, adequately maintained. Some of the interior windows have been boarded up. Litter frequently accumulates on the property. Because of the eccentric, 1970s-vintage design of the building, with its oversized roof and few windows, it is undesirable for other purposes, as demonstrated by the fact that it has remained vacant for over two years. In short, the empty building with its deteriorating lot is becoming an eyesore within the Village center. We believe the new multi-use building proposed for that lot, approved by our planning commission, based on our Land Development Code and Comprehensive Plan will provide a vibrant, high quality addition to the Village center and will help move our downtown redevelopment efforts in the direction we wish to go.

Please let me know if we can provide any additional information or comments. Thank you.

Respectfully,

George Tyler, President

Village of Essex Junction

Heart of Essex Community Calendar

Participate. Connect. Engage. Grow.

Why Have a Community Calendar?

- Provide Essex residents a “one-stop shop” showing events, volunteer opportunities, and available gathering places within Essex in order to know what’s going on in the community and stay connected.
- Give Essex residents one place to find what else is happening in the community when trying to schedule an event, rather than having to look at several different calendars - saving time and frustration.

What Will it Look Like?

- Imagine combining the features of several other existing online calendars (Find and Go Seek, SevenDays, etc.), but all Essex-focused, easily searchable, and up-to-date - with the ability to register for events, communicate with event organizers, add your own events, and easily see what’s happening right in your community with your neighbors, schools, government, church groups, parks & rec, and more!
- See all events happening on a certain day or month, or click on categories to navigate easily through the busy calendar.
- Subscribe to get notifications when certain types of events are scheduled - so you’re always in the know!
- Possible Examples of Similar Ideas:
 - <http://startupseattle.com/events/>
 - <http://santafecreativetourism.org/new-calendar/>
 - <http://visit-prescott.com/events-in-prescott-arizona>

How Can I Help Make This Happen?

- Contact Lara Keenan: larakeenan@gmail.com to get involved with the planning and development group for the Heart of Essex Community Calendar



Brownell Library Strategic Plan: 2014-2019

Mission Statement

The Brownell Library provides diverse collections and services for all ages in a welcoming and comfortable environment where people come first. The staff's mission is to help patrons to access the library's resources and to provide opportunities for community enrichment and cultural awareness.

Introduction

Based upon the American Community Survey estimates for 2008-2012 provided by the US Census Bureau, the Village of Essex Junction has a population of 9,298, an increase of 8% since 2000. The median age for residents is 37 years of age. The median household income is \$61,629 which is significantly higher than the state median of \$54,168. 11.7% of Village residents speak a language other than English at home compared to 4% state wide and an increase of 1.7% since the 2000 census.

The Brownell Library employs the equivalent of 8.8 full time staff including the full-time director. The Library is very fortunate to have the assistance of a dedicated group of community volunteers who collectively work an average of 69 hours per week.

Each year the Vermont Department of Libraries publishes the *Vermont Public Library Statistics: Annual Report* and according to data in the 2013 *Annual Report*, the Brownell Library has a robust collection of 80,233 items which includes adult and children's books, audio-visual materials, and periodical subscriptions. 62.5% of Essex Junction residents have library cards, a figure which is considerably higher than the 51.9% median for libraries serving over 5000 people. At 165,793 the total number of items checked out for use is also well above the state median of 67,659 and represents an increase over the previous year. Programming is another area in which the Brownell Library excels. Brownell reported 510 programs for children, teens, and adults with an overall attendance of 10,747.

In times of economic stress Americans turn to important institutions for assistance and Libraries are one of these institutions. The Essex Junction community's reliance

on the Brownell Library to provide educational materials and cultural programming is clear from the data reported above.

A recent report by the Pew Research Center demonstrates just how valuable libraries are to the communities that they serve. The report states that 63% of survey respondents say that the closing of their public library would have a major impact upon their community.

Nationwide libraries are responding to the economic crisis and changing demographics in numerous creative ways: these include, providing support to job seekers in the form of materials and work spaces that include computers; creating small business hubs where small business people and those who work from home can congregate; providing educationally based programming for all community members from preschoolers through the elderly; supporting English Language Learners by building collections in multiple languages and creating programming that demonstrates the value of new American's to their communities; by developing programs to loan non-traditional materials such as gardening tools; and more.

In the last two years, the Brownell Library has collaborated with and benefitted from the work of the Heart & Soul of Essex project. This project, to identify community values and build community connections, has had an impact on the Village in numerous ways from the articulation of a shared set of community values to a resurgence in community volunteerism. The Heart & Soul of Essex project provided the Brownell Library with a unique collaborative opportunity.

Another important collaborative opportunity that the Brownell Library is pursuing is communicating and working more closely with the Essex Free Library to provide services and programs for users of both libraries.

The Brownell Library is very fortunate to have a committed and caring staff and has been blessed with a continuity of leadership. For over 25 years Library Director, Penny Pillsbury has served the community of Essex Junction connecting people with books and each other, and inspiring the community by supporting life-long learning opportunities for all. She will be retiring in July of 2015 and over the next year the Village Manager, the Library Trustees, and the Library staff will work together to develop a plan for the challenging task of replacing her.

Other challenges that will be faced by the library in the next five years include the task of finding creative ways to use the existing space to meet changing space needs and the challenge of maintaining and managing an aging building.

A common challenge facing all libraries is the effective management of rapidly changing technology. New technologies require the funding to keep hardware and software up-to-date and in alignment with user expectations. They also require time and human expertise to manage. As libraries become increasingly digital, staff workflows may change but technology does not reduce staffing needs.

Keeping up with the cost of having a current and relevant library collection that meets the information needs of all users from pre-school through the rest of life is also a challenge. The cost of all library materials, with the exception of audio-books, has risen every year for the last decade. The cost of hardcover books and e-books, in particular, has risen in the last few years. Data reported for 2012 (the most recently published), indicates that the cost of hardcover books increased at a rate 2.57 more than the CPI, while e-books costs were 13.43 above the CPI (Bogart & Turock, 2013, p. 405). The collections budget for the Brownell Library has not grown commensurately.

Process

Needs Assessment

The long-range planning process began with the collection and analysis of data from two major sources. The first of these was a survey conducted by the library and the second was the results from the Heart and Soul of Essex community focus groups.

The Brownell Library administered two surveys in 2012 to assess patron opinion about library collections and services, and to gauge areas where the library should grow in the future. The surveys were administered in person and online. (The full results of the survey can be seen in Appendix 1).

According to respondents, the priorities for the Brownell Library should be (respondents could choose three items):

- Providing materials (60.8%)
- Providing literary events (38.5%)
- Promoting literacy among children and adults (36.9)
- Providing programs for children (27.7%)
- Providing community oriented events (26.9%)

Community members' priorities for the Brownell Library were reflected in the ways in which respondents reported using the library. According to respondents, their most frequent reasons for visiting the library were:

- To borrow books or magazines (96.2%)
- To borrow CDs, video, or audio recordings (67.2%)
- To attend a program (60.3%)
- Read books, magazine, or newspapers (57.3)
- Consult a librarian (57.3)

In their comments on the survey, community members indicated great interest in locally oriented events and programs, as well as support for collections in all formats.

Additional data was provided from the Heart & Soul of Essex data collection process. In a series of Community Conversations, residents of Essex Junction repeatedly voiced their support for the Brownell Library and the work of the Librarians. It is clear from that data that the Brownell is one of the central institutions of our community and that people value the Library.

Strategic Planning Group

In April 2013, Brownell Library staff, Trustees, volunteers, and Friends all met with a consultant to begin the process of developing a new strategic plan. Sue McCormick led this large group of stakeholders through a series of discussion about the strengths of the library and directions it should move in the future in order to support our growing community.

Following this initial meeting, a Planning Committee was convened to identify strategic areas, also known as Service Responses, for the library to focus on in the next few years. After meeting several times and gathering in-depth input from staff, the committee developed a set of Service Responses and corresponding Goals which will guide the library's efforts to serve the public. Working from these Goals, library staff will annually develop a set of measurable Action Steps to work toward each long term Goal.

Service Responses and Goals

The Planning Committee identified 4 Service Responses in which to concentrate the work of the library for the next five years: Education, Community Connections, Health & Recreation, and Local Economy. These reflect both the needs of the community and the work of the library. These Service Responses match some of the Community Values that were identified by Heart and Soul of Essex, and the Planning Committee felt strongly that providing consistency and articulating congruence between organizations would strengthen all of our efforts.

For each Service Response specific goals were developed that will guide the library in its work. Working from these Goals, library staff will annually develop a set of measurable Action Steps to work toward these long term Goals.

1. *Education*

Create opportunities for lifelong learning and exploration, and respond to societal changes with information to help people manage and improve their lives.

- a. Offer diverse programming opportunities incorporating a variety and range of literacy skills.
- b. Collaborate with local schools to support and extend educational offerings in the community.
- c. Train and sustain a friendly, creative and knowledgeable staff to engage with library users in all manner of activities throughout the library and beyond.

- d. Help patrons with evolving technologies in a welcoming environment.
- e. Develop and maintain a collection reflecting community interests and needs that includes ongoing points of view and responds to changing interests and demographics.

2. *Community Connections*

Nurture community spirit in a safe, collaborative and comfortable space.

- a. Improve existing space to meet patrons' needs.
- b. Engage community members in the development and implementation of programming.
- c. Increase publicity and awareness of library services and programming.
- d. Increase outreach efforts to reach underserved populations.
- e. Collaborate with other libraries in all areas of library services, with emphasis on the Essex Free Library.

3. *Health and Recreation*

Support healthy minds and bodies and stimulate imagination.

- a. Partner with local initiatives and organizations to enrich community involvement in health and recreation.
- b. Expand our presence and access outside the building.
- c. Provide services and materials to promote healthy minds and bodies.
- d. Help patrons access health and recreation resources.

4. *Local Economy*

Support the efforts of individuals and groups dedicated to improving the economic vitality of Essex Junction and its residents.

- a. Collaborate with organizations groups and individuals working to improve the community's economic climate.
- b. Develop spaces, resources and trainings to support small businesses and start-ups.
- c. Support financial literacy for all ages.
- d. Provide resources concerning job opportunities and career changes.
- e. Pursue funding opportunities for special projects and initiatives.

Time Frame

The plan will be reviewed in its entirety after five years, but may be amended at any time during the five year period if appropriate or necessary. The intention is to have the plan be a living document that reflects and changes with the needs and requirements of the library and community and which encourages innovation.

The Action Steps shall be created and reviewed on a yearly basis, completed no later than October 1st of each year so that they can be developed in consort with the budget process and implemented on July 1st of the following year. The Action Steps may include ongoing projects that require multiple years for completion.

Membership

Christine Packard, Chair of Brownell Library Trustees

Penny Pillsbury, Director of Brownell Library

Wendy Hysko, Staff Member

Mary Graf, Staff Member

Kat Redniss, Staff Member

Genevieve Melle, Library Trustee

Nina Curtiss, Library Trustee

Linda Costello, Library Trustee

Daisy Benson, Library Trustee

Fran Toomey, Community Member

References

Bogart, D., & Turock, B. J. (2013). *Library and book trade almanac*. Medford, NJ:

Information Today, Inc.

Duggan, M. (2013, December 11). How Americans Value Public Libraries in Their

Communities. *Pew Internet Libraries*. Retrieved from

<http://libraries.pewinternet.org/2013/12/11/libraries-in-communities/>.

Subject:

FW: June 10 Trustees Meeting

On May 18, 2014, at 3:43 PM, "Steve and Cathy Eustis" <eustis1970@comcast.net> wrote:

George and Pat,

I am writing to request to be on the agenda for the June 10 regular meeting (I cannot attend the May 27 meeting). I have two topics to discuss:

1) West St/West St Ext

I mentioned in the past that a 3 way stop at this intersection would be beneficial to safety and/or helping people feel safer. This topic has recently come up on FPF with 100% of respondents agreeing. As we have talked warrants must be met for a 3 way stop. I mentioned this to the Village Engineer and he spoke of a possible realignment of the intersection as an alternative. If we can make the main way through be from/to West St Ext with the far end of West St bending into the intersection (at 90 degrees) it would be clearer. This is what was done at the South/West intersection. That has a 3 way stop. With an alignment like this you might be able to only have a stop sign for the far end of West St. Rick said this solution, while more expensive than adding a stop sign, is not overly expensive.

2) Whitcomb II common land and trail

Since we last talked I explored in the area where there is supposed to be a trail built. The good news is that there is a trail, although the signage to the start of the trail could use a little enhancement, especially where it starts on South St. The trail is in good shape in general, except in two spots. In those two spots it is quite swampy and looks to be wet most times of the year. I believe the trail should be adjusted in those areas to a dryer route. I've had experience in trail design, and it looks like there are good alternatives for both locations. Thus I'd recommend both be solved before the village accepts the trail.

The second issue with this trail is the "No Trespassing" signs. There is a sign for "Nature Trail" right next to a "No Trespassing" sign. I can't say that I feel comfortable using a village trail with those types of signs around.

Furthermore, when I proposed donating the common land not near residences to the village back in 1999, it was noted that the public would always have access to the common land so there was no reason for the village to own the "natural areas". Now the whole land is posted so the public cannot indeed enjoy the natural areas. The natural areas were never proposed for a park but rather kept natural with no/minimal maintenance ever needed. Additionally the land would be given to the village free of charge. Given the recent posting of the land and the conflicting message with the nature trail, I would recommend that the village formally request/accept those natural area lands. I can dig out my original petition to the community and bring it to the meeting if you wish. There are few natural areas in this portion of the village and it is good to have places where kids and families can explore within walking/biking distance of their homes. There are neat wetlands and forested areas throughout. The bird watching habitat is phenomenal on the western edge of the forested areas.

Thank you for considering these issues and allowing me to discuss them at a public meeting.

DONALD L. HAMLIN
CONSULTING ENGINEERS, INC.
ENGINEERS AND LAND SURVEYORS

Please reply to:

P.O. Box 9
Essex Junction
Vermont 05453

136 Pearl Street
Essex Junction, Vermont

Tel. (802) 878-3956
Fax (802) 878-2679
www.dlhce.com

May 30, 2014

Mr. Patrick Scheidel
Village of Essex Junction
2 Lincoln Street
Essex Junction, Vermont 05452

Re: West Street/West Street Extension Intersection

Dear Mr. Scheidel:

We are writing in response to a request from your office for input regarding the intersection of West Street and West Street Extension. It is our understanding that there have been concerns expressed by the public regarding this intersection via Front Porch Forum. Concerns voiced on Front Porch Forum include vehicles not stopping at the West Street Extension stop sign, vehicles pulling out from West Street Extension in front of a westbound vehicle proceeding straight through this intersection on West Street towards Pine Court, and vehicle speeds in excess of the speed limit in this area; with a number of requests for the addition of a 3rd stop sign on the westbound approach to this intersection as a potential solution alternative.

Both West Street and West Street Extension are existing roadways in good condition within established residential areas. West Street Extension terminates at West Street and forms the "tee" leg of this intersection; with the opposite end terminating at the existing signalized intersection at Pearl Street. Currently each of these roadways has a posted speed limit of 25 mph. There is an existing stop sign on the West Street Extension approach to this intersection, with a supplemental "2-way" plaque and also a "Traffic From Left Does Not Stop" alternative message warning plaque mounted below the stop sign. There is an existing stop sign on the eastbound approach to this intersection, with a supplemental "2-way" plaque and also an "Oncoming Traffic Does Not Stop" alternative message warning plaque mounted below the stop sign.

Since 2005, we have studied this intersection a number of times in response to concerns expressed by residents and the Essex Police, and presented several recommendations for addressing the items of concern. In consideration of this recent request for input, we have put together a brief summary below of the previous efforts to date pertaining to this intersection.

- In June, 2005 we performed an evaluation of the installation of additional stop signs on the West Street approaches to this intersection, as only a stop sign on West Street Extension existed at that time. With regard to stop signs, the Manual on Uniform Traffic Control Devices (MUTCD) contains a series of guidelines for their installation, including multi-way stop signs. The various guidelines take into consideration accident history, traffic volumes, geometry, and other safety features, such as speed and restricted view. The MUTCD is a document that contains standards for the design, installation, and maintenance of traffic control devices (signs, signals, markings, and other devices).

WATER SUPPLY AND DISTRIBUTION
WASTEWATER COLLECTION AND TREATMENT
STREETS AND HIGHWAYS
AIRPORTS

SUBDIVISIONS
SKI LIFTS
RECREATION AND INDUSTRIAL PLANNING
SOIL BORINGS

LABORATORY ANALYSIS
(WATER AND WASTE WATER)
LAND SURVEYING
SOLID WASTE MANAGEMENT

In the State of Vermont, the MUTCD has been adopted as the standard to which all traffic control devices must conform on State roadways. The MUTCD is commonly used for local roadways as well, in order to present drivers with consistent traffic control devices. Based on our field review and evaluation, we provided a letter to the Village of Essex Junction dated June 27, 2005 indicating that an additional stop sign on the dead-end (eastbound) approach of West Street was supported by the MUTCD. This letter also presented recommendations for improving the safety at this intersection; including, 1) a concentrated enforcement program of the existing stop sign(s) by the Essex Police and; 2) a reconfiguration of the intersection geometry to make the dead-end (eastbound) approach of West Street the minor approach at this intersection with a stop sign for traffic control, and no stop signs on the remaining two approaches. A conceptual sketch of the proposed reconfiguration was provided as an attachment to the letter. The additional stop sign on the dead-end (eastbound) approach on West Street was installed, but the recommended reconfiguration of the intersection was never implemented. A copy of this letter is attached.

- In July, 2007 we were asked to evaluate the installation of stop signs on all three approaches to this intersection, in response to concerns expressed by at least one resident. We performed a field visit at that time and using traffic data collected by the Village of Essex Junction Public Works Department, we performed a multi-way stop sign analysis in accordance with the procedures presented in the MUTCD. A summary of our work and findings were presented in a letter dated July 18, 2007, concluding that multi-way stop signs at this intersection were not supported by the MUTCD. Our initial field visit at that time revealed that much of the striping within the intersection area had worn off the pavement and there was existing vegetation obscuring existing signs at the intersection. In addition to the restriping and trimming of existing vegetation, the letter also presented recommendations for improving the safety at this intersection; including, 1) a concentrated enforcement program of the existing stop sign(s) by the Essex Police; and 2) the relocation of the existing crosswalk approximately 10' to the west in order to improve the visibility of the crosswalk for vehicles on the West Street Extension approach. A conceptual sketch of the proposed relocation of the crosswalk was provided as an attachment to the letter. The recommended relocation of the crosswalk was never implemented. A copy of this letter is attached.
- In October, 2013 we were asked to evaluate the installation of additional signs to further assist drivers on West Street Extension in understanding the traffic control at this intersection, in response to concerns expressed by the Essex Police regarding potential vehicle conflicts between westbound vehicles on West Street that continue straight on West Street (towards Pine Court) (instead of turning right onto West Street Extension) and left turning vehicles from West Street Extension. As a result of this evaluation, a "Traffic From Left Does Not Stop" alternative message warning plaque was installed below the existing stop sign on West Street Extension, below the existing "2-way" plaque. In addition, an "Oncoming Traffic does Not Stop" alternative message warning plaque was installed below the existing stop sign for the West Street eastbound approach, below the existing "2-way" plaque.
- Following a discussion you had at the recent Village Meeting with Rick Hamlin, we updated the conceptual sketch of the previously recommended reconfiguration of the intersection geometry (from the 06/27/2005 letter) to make the dead-end (eastbound) approach of West Street the minor approach at this intersection with a stop sign for traffic control, and no stop signs on the remaining two approaches. The sketch was updated to present updated background aerial imagery and to "soften" the curve from West Street to West Street Extension. This updated conceptual sketch was emailed to your office on 04/04/2014 as a follow-up to the discussions at the Village Meeting. A copy of the email and updated sketch is attached.

In response to this recent inquiry for input regarding this intersection, we performed a site visit on 05/29/2014 to observe the existing conditions. We found the majority of the striping in the area of the intersection worn off of the pavement surface and barely visible; stop bar markings, the crosswalk marking, and portions of the centerline striping. Existing vegetation on the westbound approach was partially obscuring the existing pedestrian crossing warning sign.

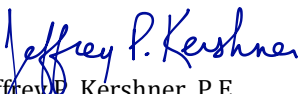
Following our review of the existing conditions and previous studies performed at this intersection in recent years, we did not perform another complete analysis of multi-way stop signs at this intersection; although we can most certainly do this if it is desired by the Village. We travel through this intersection multiple times on a daily basis and recognize the concerns expressed on Front Porch Forum regarding westbound vehicles that travel straight through this intersection without turning right onto West Street Extension, vehicles not coming to a complete stop at the West Street Extension stop sign, and vehicle speeds in excess of the posted speed limit on West Street. However, we do not feel that conditions have substantially changed to support the addition of a stop sign on the westbound approach to West Street; thereby creating an all-way stop at this intersection.

Recommendations

- 1) Restripe all intersection markings to include centerline striping, all stop bars, and the crosswalk marking.
- 2) Cut back existing vegetation on the westbound approach such that all existing regulatory and warning signs are clearly visible.
- 3) Request the Essex Police to implement a regular, highly visible, and concentrated enforcement program for the existing stop signs at this intersection, as well as the vehicle speeds along this segment of West Street.
- 4) Given the traffic flow patterns at this intersection, we continue to recommend the reconfiguration of this intersection as shown on the latest conceptual sketch, emailed to your office on 04/04/2014, to make the dead-end (eastbound) approach on West Street the minor approach with a stop sign for traffic control. The westbound approach/West Street Extension would be the through movement and would not have stop signs.

Please feel free to call if you have any questions, or if we may be of further service.

Respectfully,



Jeffrey P. Kershner, P.E.
Vice President

Enc.

Cc: Rick Jones

DONALD L. HAMLIN

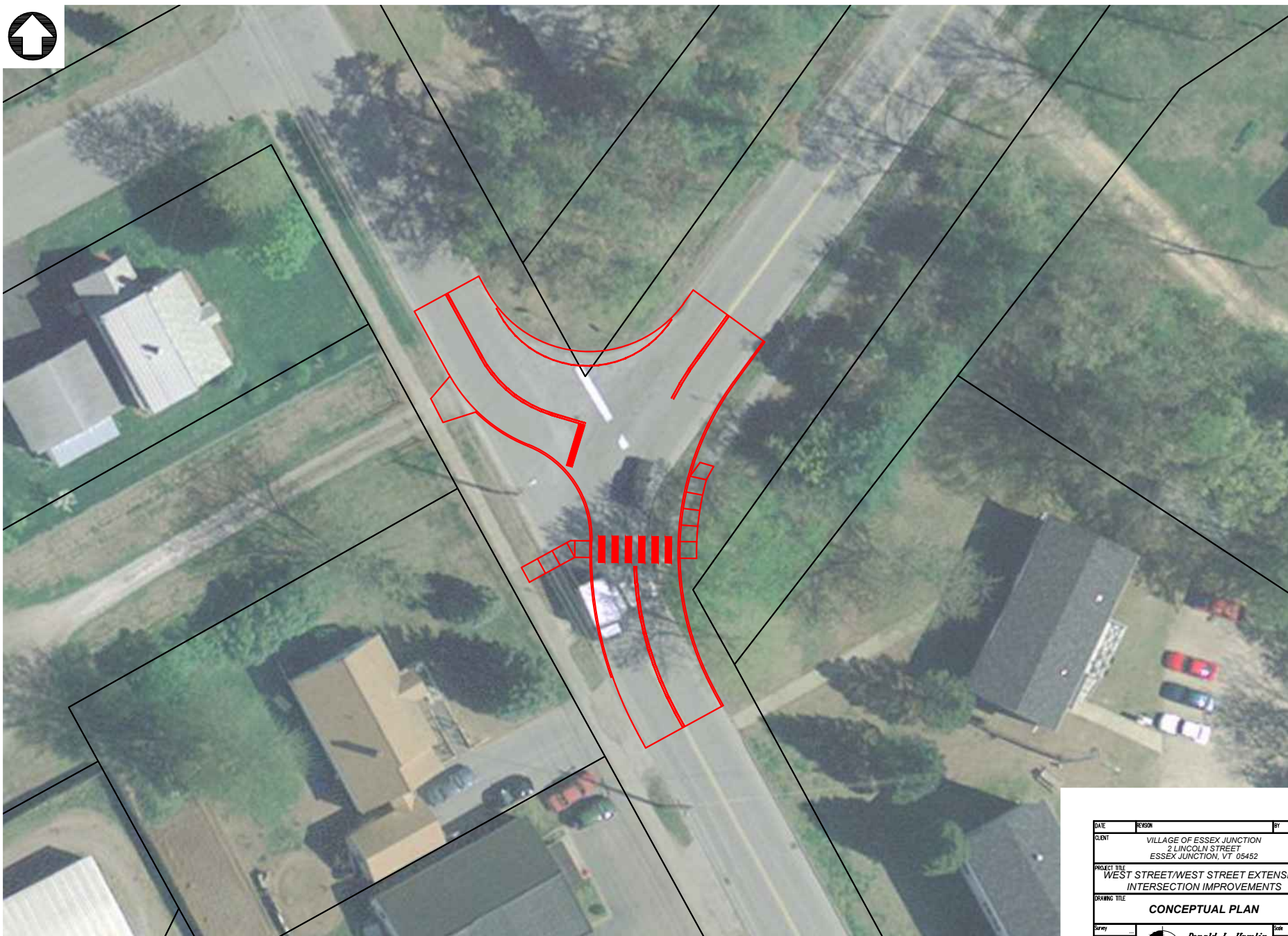
From: [Richard F. Hamlin, P.E.](#)
To: [Patrick Scheidel](#)
Subject: West Street Intersection Improvements
Date: Friday, April 04, 2014 4:19:31 PM
Attachments: [West St Ext concept plan with hatching 04-04-14.pdf](#)
[West St Ext concept plan 04-04-14.pdf](#)

Pat-


As a follow up to our discussion at the Village Meeting, I have attached two drawings that depict how the intersection at West Street and West Street Extension might be modified to improve its operation. Both depict the same improvements, one is hatched to show where the new grass would be. Please let me know if you have any questions.

-Rick

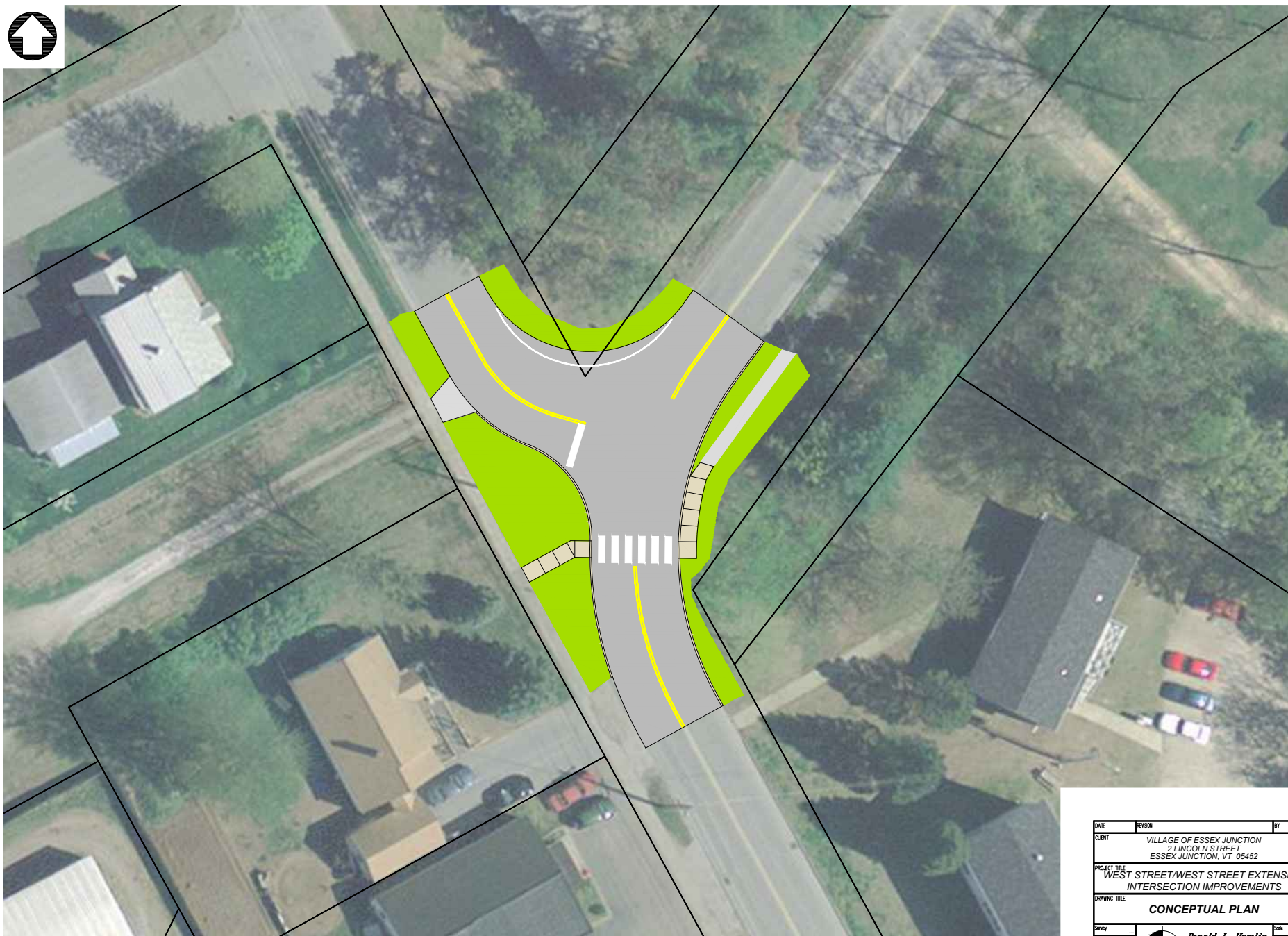
Richard F. Hamlin, P.E
President
Donald L. Hamlin Consulting Engineers, Inc.
136 Pearl Street
Essex Junction, Vermont 05452
Phone: (802) 878-3956
Email: rhamlin@dlhce.net




DATE	REVISION	BY
CLIENT VILLAGE OF ESSEX JUNCTION 2 LINCOLN STREET ESSEX JUNCTION, VT 05452		
PROJECT TITLE WEST STREET/WEST STREET EXTENSION INTERSECTION IMPROVEMENTS		
DRAWING TITLE CONCEPTUAL PLAN		
Drawn	Scale	1" = 40'
Check	10'	15'-00'
Design	10'	15'-00'
10/04/2014	10/04/2014	1



Donald L. Hamlin
Consulting
Engineers, Inc.
130 Pearl Street
Essex Junction, Vermont



DATE	REVISION	BY
CLIENT VILLAGE OF ESSEX JUNCTION 2 LINCOLN STREET ESSEX JUNCTION, VT 05452		
PROJECT TITLE WEST STREET/WEST STREET EXTENSION INTERSECTION IMPROVEMENTS		
DRAWING TITLE CONCEPTUAL PLAN		
Survey		Scale 1" = 40'
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Drawn	DPH	IN
Checked		Drawn
DATE 04/04/2014	 Donald L. Hamlin Consulting Engineers, Inc. 130 Pearl Street Essex Junction, Vermont	
		1a

From: [Jeffrey P. Kershner, P.E.](#)
To: ["Rick Jones"](#)
Subject: RE: West Street/West Street Extension traffic signs
Date: Thursday, October 10, 2013 12:49:00 PM

The MUTCD states that if this alternative message plaque is used, it shall be mounted below the stop sign.

Let me know if you have additional questions or need additional assistance regarding this matter.

~Jeff

From: Rick Jones [mailto:Rick@essexjunction.org]
Sent: Thursday, October 10, 2013 12:45 PM
To: Jeffrey P. Kershner, P.E.
Subject: Re: West Street/West Street Extension traffic signs

Can that sign go on the same pole the stop signs on?

Rick

On Oct 10, 2013, at 11:17 AM, "Jeffrey P. Kershner, P.E." <jkershner@dlhce.net> wrote:

Hi Rick –

It is our understanding that the Essex Police expressed concern to you regarding the West Street/West Street Extension intersection and potential vehicle conflicts between westbound vehicles on West Street that continue straight on West Street (towards Pine Court) (instead of turning right onto West Street Extension) and left turning vehicles from West Street Extension. Currently West Street Extension intersects with West Street, forming a tee-intersection. Current traffic control at the intersection consists of a stop sign on West Street Extension and also a stop sign on West Street for eastbound vehicles; there is currently no stop sign present for westbound vehicles on West Street. Each of the two existing stop signs have supplemental “2-way” plaques installed below the stop sign. During our recent discussions, you had asked if additional signs could be installed at this intersection to address the concerns expressed by the Essex Police.

In response to your request and in an effort to further assist drivers on West Street Extension in understanding the traffic control at this intersection, a “Traffic From Left Does Not Stop” (W4-4aP) alternative message warning plaque could be installed below the stop sign on West Street Extension. Likewise, for eastbound vehicles on West Street, a “Oncoming Traffic Does Not Stop” (W4-4bP) alternative message warning plaque could be installed below the stop sign for the West Street eastbound approach to the intersection.

Please do not hesitate to contact me with any questions or if we may be of further assistance.

Jeff

Jeffrey P. Kershner, P.E.

Vice President

Donald L. Hamlin Consulting Engineers, Inc.

136 Pearl Street

Essex Junction, Vermont 05452

Phone: 802-878-3956 Fax: 802-878-2679

Email: jkershner@dlhce.net

DONALD L. HAMLIN
CONSULTING ENGINEERS, INC.
ENGINEERS AND LAND SURVEYORS

Please Reply to:

P.O. Box 9
Essex Junction
Vermont 05453

136 Pearl Street
Essex Junction, Vermont 05452

Tel. (802) 878-3956
Fax (802) 878-2679
HamlinEngineers@dlhce.net

July 18, 2007

Ms. Patty Benoit
Village of Essex Junction
2 Lincoln Street
Essex Junction, Vermont 05452

Re: West Street / West Street Extension
Multi-way Stop Sign Analysis

Dear Ms. Benoit:

As you requested, we have completed our evaluation of the proposed installation of stop signs on West Street at its intersection with West Street Extension. Below is a summary of our findings and conclusions.

Both West Street and West Street Extension are existing roadways in good condition within established residential areas. West Street Extension terminates at West Street and forms the "tee" leg of this intersection. Currently each of these roadways has a posted speed limit of 25 mph. There is an existing stop sign on the West Street Extension approach to this intersection. In addition, there is an existing stop sign on the eastbound approach which was installed in 2005.

In response to recent inquiries from at least one resident, we have been requested to evaluate the installation of stop signs on all three approaches at this intersection. Accordingly, we performed a field visit of the intersection to gain an understanding of the geometry and existing traffic control elements.

Upon our initial site visit, we found the existing crosswalk striping to be worn off the pavement and barely visible. In addition, the existing vegetation north of the crosswalk covered the existing pedestrian crossing warning sign. The Village Public Works staff subsequently trimmed back the existing vegetation, installed new fluorescent yellow-green pedestrian crossing warning signs, and re-striped the crosswalk. We have attached before and after photos of the intersection depicting the significant increase in visibility of the crosswalk as a result of the Village's improvement efforts.

In order to complete the multi-way stop sign warrant analysis, we utilized the procedures presented in the Manual on Uniform Traffic Control Devices (MUTCD), which is a document that contains standards for the design, installation, and maintenance of traffic control devices (signs, signals, markings, and other guidance for drivers). In the State of Vermont, the MUTCD has been adopted as the standard to which all traffic control devices must conform on State roadways. The MUTCD is commonly used for local roadways as well, in order to present drivers with consistent traffic control devices.

WATER SUPPLY AND DISTRIBUTION
WASTE WATER COLLECTION AND TREATMENT
STREETS AND HIGHWAYS
AIRPORTS

SUBDIVISIONS
SKI AREAS
RECREATION AND INDUSTRIAL PLANNING
SOIL BORINGS

TRAFFIC STUDIES
PERMITTING ASSISTANCE
LAND SURVEYING
SOLID WASTE MANAGEMENT

Engineering - "The link between what we have and what we need"

With regard to stop signs, and more specifically multi-way stop signs, the MUTCD contains a series of guidelines for their installation. The MUTCD recommends that stop signs not be installed unless at least one guideline is met. The various guidelines take into consideration accident history, traffic volumes, geometry, and other safety factors such as speed and restricted view.

The Village Public Works Department indicated that they can collect appropriate traffic volume and speed information along West Street for use in the analysis. It is our understanding that this work is ongoing, as they have had equipment malfunctions that they are working to correct. Our firm performed turning movement counts at this intersection during the morning of June 6, 2007 and afternoon of June 13, 2007. Accident data at this intersection was provided by the Essex Police Department.

Based on our field review, the data collected to date, and evaluation of the MUTCD, we find that multi-way stop signs at this intersection are not supported by the MUTCD.

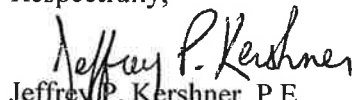
We note that we have not yet obtained speed data along West Street due to the malfunction of the Village's traffic counting equipment. If the collected speed data were to show the 85 percentile speeds along West Street were in excess of 40 mph, multi-way stop signs would be warranted at this intersection. However, if the speed data shows the 85 percentile speeds are excess of 40 mph, a concentrated speed enforcement program would be recommended in consideration of the existing 25 mph speed limit; and not the installation of multi-way stop signs. We will follow-up on this matter once we obtain the speed data from the Village Public Works Department.

In addition to the improvements previously completed that are discussed above, we offer the following recommendations for improving the safety at this intersection:

1. Based on our field observations, the majority of vehicles approaching the intersection on the West Street Extension approach turn left onto West Street. In doing so, drivers tend to concentrate their attention on vehicles approaching from the left more than the right. We observed many vehicles not coming to a complete stop at this intersection. This presents a dangerous situation as vehicles approaching from the dead-end section of West Street are not always recognized by vehicles on West Street Extension; nor are pedestrians at the crosswalk. Therefore, we recommend a concentrated enforcement program of the existing stop sign(s) by the Essex Police.
2. In an effort to improve the visibility of the crosswalk for vehicles on the West Street Extension approach, the Village may want to consider relocating the the existing crosswalk approximately 10' to the west. This will result in an approximately 1-2 foot increase the crossing distance. We feel this slight increase in crossing length will be offset by the enhanced visibility of the crosswalk from the West Street Extension approach. In addition, this will require the reconstruction of approximately 20 feet of sidewalk and relocation of the existing curb ramps at each end of the crosswalk. Attached is a sketch depicting the proposed relocation of the existing crosswalk.

We hope this information helps to address the concerns regarding safety at this intersection. Please feel free to call if you have any questions, or if we may be of further service.

Respectfully,


Jeffrey P. Kershner, P.E.
Project Engineer
Enc.

DONALD L. HAMLIN



6-12-07 Eastbound View.jpg 6/12/2007



07-17-07 Eastbound View.JPG 7/17/2007



6-12-07 Westbound View.jpg 6/12/2007



07-17-07 Westbound View.JPG 7/17/2007



6-12-07 Southbound View.jpg 6/12/2007



07-17-07 Southbound View.JPG 7/17/2007

DONALD L. HAMLIN
CONSULTING ENGINEERS, INC.
ENGINEERS AND LAND SURVEYORS

Please Reply to:
P.O. Box 9
Essex Junction
Vermont 05453

136 Pearl Street
Essex Junction, Vermont 05452

Tel. (802) 878-3956
Fax (802) 878-2679
HamlinEngineers@dlhce.net

June 27, 2005

Mr. Charles Safford, Manager
Village of Essex Junction
2 Lincoln Street
Essex Junction, Vermont 05452

Re: West Street / West Street Extension

Dear Mr. Safford:

As you requested, we have completed our evaluation of the proposed installation of stop signs on West Street at its intersection with West Street Extension. Below is a summary of our findings and conclusions.

Both West Street and West Street Extension are existing roadways in good condition within established residential areas. West Street Extension terminates at West Street and forms the "tee" leg of this intersection. Currently each of these roadways has a posted speed limit of 25 mph. There is an existing stop sign on the West Street Extension approach to this intersection. There is some minor pavement shoving at the stop bar on the West Street Extension approach.

We have been requested to evaluate the installation of additional stop signs at this intersection. Accordingly, we performed a field visit of the intersection to gain an understanding of the geometry and existing traffic control elements.

The Manual on Uniform Traffic Control Devices (MUTCD) is a document that contains standards for the design, installation, and maintenance of traffic control devices (signs, signals, markings, and other devices). In the State of Vermont, the MUTCD has been adopted as the standard to which all traffic control devices must conform on State roadways. The MUTCD is commonly used for local roadways as well, in order to present drivers with consistent traffic control devices.

With regard to stop signs, and more specifically multi-way stop signs, the MUTCD contains a series of guidelines for their installation. The MUTCD recommends that stop signs not be installed unless at least one guideline is met. The various guidelines take into consideration accident history, traffic volumes, geometry, and other safety factors such as speed and restricted view.

Based on our field review and evaluation of the MUTCD, we find that an additional stop sign on the dead-end approach of West Street is supported by the MUTCD.

In addition, we would like to offer the following recommendations for improving the safety at this intersection.

WATER SUPPLY AND DISTRIBUTION
WASTE WATER COLLECTION AND TREATMENT
STREETS AND HIGHWAYS
AIRPORTS

SUBDIVISIONS
SKI AREAS
RECREATION AND INDUSTRIAL PLANNING
SOIL BORINGS

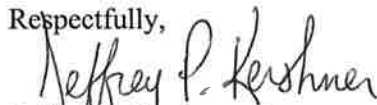
TRAFFIC STUDIES
PERMITTING ASSISTANCE
LAND SURVEYING
SOLID WASTE MANAGEMENT

1. Based on our field observations, the majority of vehicles approaching the intersection on the West Street Extension approach turn left onto West Street. In doing so, drivers tend to concentrate their attention on vehicles approaching from the left more than the right. We observed many vehicles not coming to a complete stop at this intersection. This presents a dangerous situation as vehicles approaching from the dead-end section of West Street are not always recognized by vehicles on West Street Extension. Therefore, we recommend a concentrated enforcement program of the stop sign(s) by the Essex Police.
2. The MUTCD recommends that stop signs be installed to minimize the number of vehicles that have to stop. Considering the traffic flow patterns at this intersection, we recommend that the intersection geometry be reconfigured to make the dead-end approach on West Street the minor approach at this intersection with a stop sign for traffic control. We do not recommend stop signs on the remaining two approaches. This will allow the intersection to operate more efficiently. We feel that the "tight" geometry will be sufficient to maintain slow vehicles speeds through this intersection.

We have enclosed a sketch of these recommended improvements. We believe these improvements will be relatively simple to implement, consisting of removing and resetting the existing granite curbing, removal of some existing pavement and sidewalks, installation of new sidewalk, and new striping to clearly delineate that intersection controls.

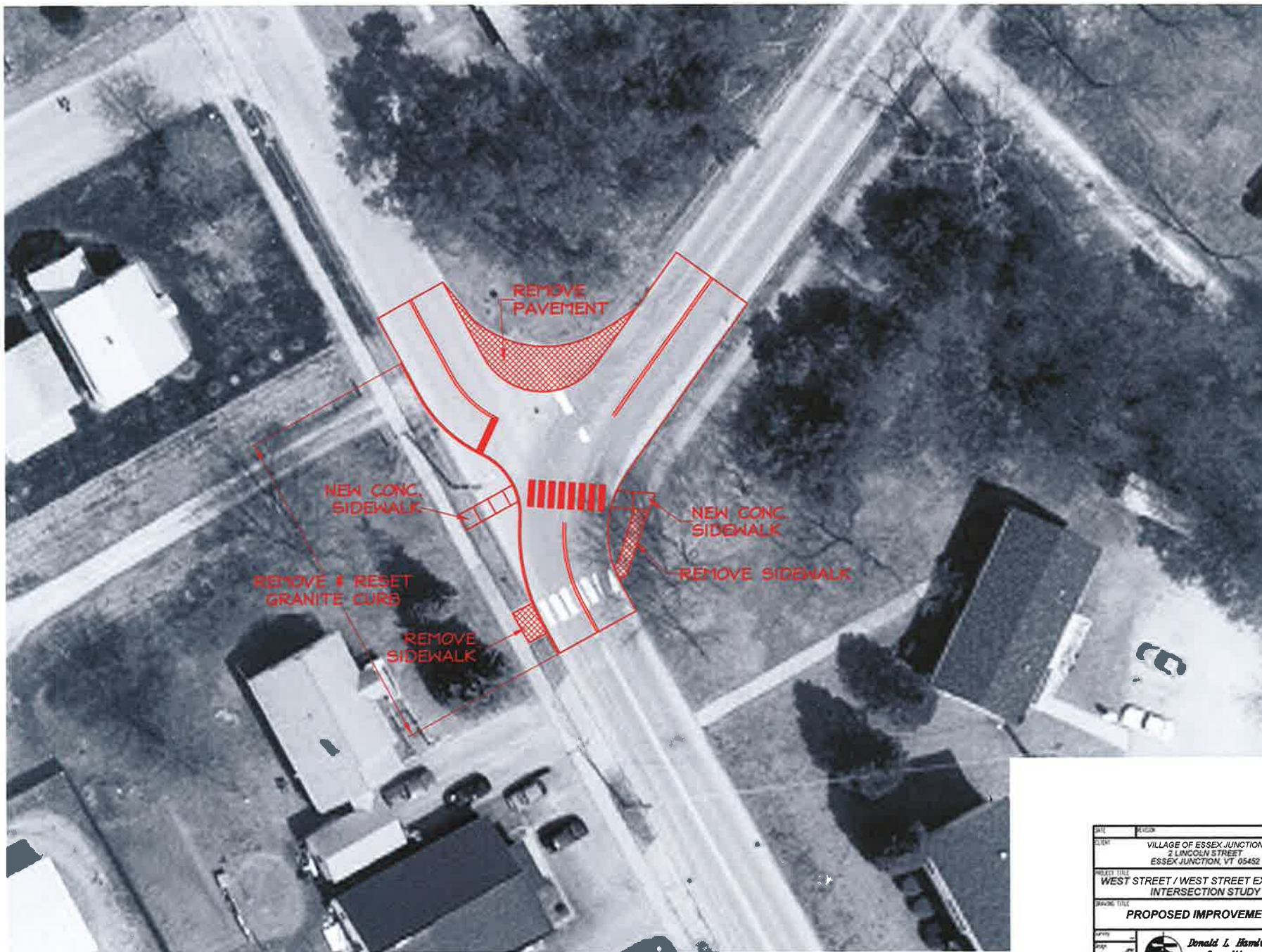
We hope this information helps to address the concerns regarding safety at this intersection. Please feel free to call if you have any questions, or if we may be of further service.


Respectfully,


Jeffrey P. Kershner, P.E.
Project Engineer

Enc.

DONALD L. HAMLIN



DATE	REVISION	BY
CLIENT VILLAGE OF ESSEX JUNCTION 2 LINCOLN STREET ESSEX JUNCTION, VT 05452		
PROJECT TITLE WEST STREET / WEST STREET EXTENSION INTERSECTION STUDY		
DRAWING TITLE PROPOSED IMPROVEMENTS		
DESIGNED BY	 Donald L. Hamilton Consulting Engineers, Inc. 1200 Pearl Street Essex Junction, Vermont	DATE
DRAWN BY		DATE
CHECKED BY		DATE
DATE		DATE
		SK-1



MEMORANDUM

TO: Village Trustees and Pat Scheidel, Village Manager
FROM: Rick Jones, Public Works Superintendent *RJ*
DATE: 6/10/14
SUBJECT: Open Space and Nature Trails at Whitcomb Heights II

Issue

The nature trails at the subject property are not being maintained by the Homeowners Association, in conformance with the requirements of the Planning Commission decision, although the Association does mark the area as a No Trespassing site owned by the HOA. The PC Resolution and Final Decision stated that all labeled paths, "shall be constructed to a width of six feet, graded and compacted, and shurpac material shall be added in those areas where the native soils are not satisfactory for a proper path." This has not occurred.

Discussion

In January 2000, the Planning Commission approved Whitcomb Heights Phase II Parcel Four Final Plan. The PC recommended that the Trustees accept ownership of the area labels "open space." Ownership of the open space could be transferred to the Village at anytime during construction of the development. If the Village Trustees do not accept the property it reverts to the Condominium Association. The property has not been accepted by the Trustees. As part of the benefits of the Whitcomb Heights II approval, the HOA has the obligation to provide trails and open space for all Village residents.

Cost

The cost to construct and maintain the trails should not be part of the Public Works budget.

Recommendation

It is recommended that the Trustees talk to the HOA and see if they will take down the no trespassing signs and let Village residents use the open space in its natural state.

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>
E-mail: admin@essexjunction.org

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 development 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;

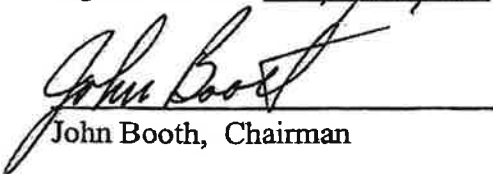
The Planning Commission recommends that the Village Trustees accept ownership of the areas labeled "Open Space" on the Final Plan for the purpose of public access and recreation; ownership of the area labeled "Open Space" maybe transferred to the Village at any time during construction of the development, if the open space areas are not transferred to the Village prior to the issuance of the final zoning permit, South Street Associates, it's 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.

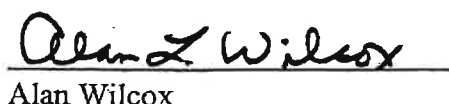
Signed this Date 1/20/00


John Booth, Chairman


Ann Gray


Bernard Lemieux


Richard Murfay


Alan Wilcox

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. 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 Trustee 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 Manager to make an informed decision regarding fine generating dba levels that were not a direct result of CVE noise activity.

RECORDS:

- i) 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.

TEMPORARY USE APPLICATION

Permit #

Property description (address) for application

Chaplain Valley Exposition

General Information

Applicant

Thomas Oddy

Day Phone #

802-878-5545

Address

X 30

Owner of record (attach affidavit if not applicant)

Name

Chaplain Valley Exposition

Day Phone#

802-878-5545

Address

105 Pearl Street / Essex Junction, Vermont 05453

Property information

Zoning District

Current land use

Tax Map Page#

Lot#

Purpose of application: (Please include information about proposed use, duration, parking, and other relevant material.)

American Cancer Society Relay for Life Annual Fund Raising Event

Proposed time schedule: from

June 20th 4PM

to

June 21, 2014 8AM

Plot plan attached (parking layout, location of use, etc. showing setbacks of use and signs)

Size and number of signs

Describe any impacts on public services (including fire & Police)

Requested a level B Sound Waiver as has been the case the last two years. This event was already listed and included in our annual permit dated April 4, 2014. Sound monitoring will take place.

I certify that the information on this application is true and correct. I agree to abide by all the rules and regulations as specified in the land development code. I further agree to abide by any conditions placed upon approval of this application.

Applicant

Thomas Oddy

Date

5/3/14

Land Owner (if different)

Date

RECEIVED

Staff Action

JUN 03 2014

Date received

Village of Essex Junction

Approved

Denied

Other approvals

Conditions if any

**Fee based on current Fee Schedule

Staff Signature

Date

Village of Essex Junction

Fee Amount:
RECEIVED
JUN 03 2014

Fee Verified



MEMORANDUM

TO: Village Trustees and Pat Scheidel, Village Manager
FROM: Robin Pierce, Community Development Director *RP*
DATE: 6/10/14
SUBJECT: Sound waiver for Relay for Life at CVE event June 20-21st

Issue

The issue is whether or not the Trustees approve a Category C sound waiver for the Relay for Life.

Discussion

This is a charity event that occurs in the Village every year. CVE has requested a Category B waiver for this event. However, as this is an event that has "community worth," staff recommends that a Category C waiver be issued by the Trustees (see attached Agreement). The Relay for Life event attracts many people who work hard to raise funds for this charitable cause that will run from 4 PM on June 20th to 8 AM on June 21st.

Cost

There is no cost to the Village.

Recommendation

It is recommended that the Trustees approve the Category C sound waiver for Relay for Life and use the Category B dba limits of a One Hour Average of 78 dba and a Maximum Five Minute Average of 83 dba.



MEMORANDUM

TO: Village Trustees and Pat Scheidel, Village Manager
FROM: Robin Pierce, Community Development Director *RP*
DATE: 6/10/14
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Cost

There is no cost to the Village.

Recommendation

It is recommended that the Trustees approve the Category C sound waiver for Relay for Life and use the Category B dba limits of a One Hour Average of 78 dba and a Maximum Five Minute Average of 83 dba.



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

MEMORANDUM

TO: Village Trustees and Patrick Scheidel, Village Manager
FROM: Lauren Morrisseau, Finance Director/Assistant Manager *LM*
DATE: June 10, 2014
SUBJECT: Bond Documents

Issue

The issue is whether or not the Trustees will approve and sign the bond documents for a \$3,300,000 bond for capital projects through the Vermont Municipal Bond Bank.

Discussion

At a special Village meeting on April 8, 2014 the voters approved an article to issue \$3,300,000 of general obligation bonds for the purpose of making improvements in the Village's infrastructure.

Cost

The estimated cost of the bond over a 20 year period is \$4,605,381.23. The cost to the owner of an average home in Essex Junction will be about \$19.00 in FYE2015 and about \$58.00 in FYE2016. The cost to the homeowner will decrease in each year thereafter.

Recommendation

It is recommended that the Trustees approve and sign the bond documents to finance capital infrastructure projects.

PRIMMER

PRIMMER PIPER EGGLESTON & CRAMER PC

100 EAST STATE STREET | P.O. BOX 1309 | MONTPELIER, VT 05601-1309

J. PAUL GIULIANI
ADMITTED IN VT
pgiuliani@primmer.com
TEL: 802-223-2102
FAX: 802-223-2628

RECEIVED

JUN 06 2014

Village of Essex Junction

June 4, 2014

TO: Participating Municipalities

FROM: J. Paul Giuliani

RE: 2014 Series 3 Vermont Municipal Bond Bank Sale

Enclosed is the original documentation needed to complete the 2014 Series 3 sale. Under separate cover, each participating municipality will receive a commitment letter from the Bond Bank. The commitment letter should be executed and returned to the Bond Bank as soon as possible.

In order to effect a trouble-free sale and closing, it is essential that the enclosed materials be considered, adopted and executed without delay. Unless properly executed documents from all municipalities are in my possession and ready for delivery to the Bond Bank by July 8, 2014, the sale and closing may be delayed. I cannot stress too strongly the importance of adopting and executing the enclosed documentation as soon as possible. If the next regularly scheduled meeting of the legislative body is too close to the July 8, 2014 return date, a special meeting may be advisable for this purpose.

Once returned to me, I will hold the executed documents pending confirmation of the bond sale, and will deliver the same at the closing in Boston, tentatively scheduled for July 30, 2014.

Regarding execution of the enclosed documents, the following action should be taken at a duly warned regular or special meeting of the legislative body:

(1) Resolution and Certificate. This should be signed by all or a majority of the legislative body and the date of the regular/special meeting entered where indicated on the last page. The municipal clerk and municipal treasurer should sign where indicated, and the municipal seal (if any) affixed over the clerk's signature.

(2) Tax Certificate. Regardless of how and when the Bond proceeds are going to be spent, it is essential that the enclosed Certificate be executed by the municipal treasurer, and all or a majority of the legislative body on page 4. Please do not date the Certificate, nor fill in any blanks either on the Certificate or any Attachment, Schedule or Exhibit.

Please note that the Tax Certificate contains Internal Revenue Code post-issuance compliance procedures relating to arbitrage and private use of bond-financed improvements. These procedures are the result of Internal Revenue Service examination and audit initiatives intended to test Code compliance among municipal issuers throughout the country.

(3) Loan Agreement. Do not fill in any blanks in the Loan Agreement or on Exhibit A. This information will be entered prior to closing. The chairman of the legislative body and the municipal clerk should sign on the last page. The municipal seal (if any) should be affixed over the clerk's signature.

Please note the commitment to furnish the Bond Bank with financial and operating information on an ongoing basis. Also, your attention is directed to Section 17 which contains representations consistent with recent Internal Revenue Service, Securities and Exchange Commission, and Municipal Securities Rulemaking Board directives.

The requisition procedure referred to in the Loan Agreement is a recent development. It is designed to assist Bond Bank borrowers in maintaining investment and expenditure records. If an audit or examination is conducted, these records will be invaluable in establishing post-issuance compliance with the arbitrage and private use provisions of the Internal Revenue Code.

(4) Bond. Do not enter any interest rates or principal payments. The rates and payments schedule will be verified and entered prior to the Bond sale. All or a majority of the legislative body and the municipal treasurer should sign where indicated and the municipal seal (if any) should be affixed over the Treasurer's signature.

(5) Certificate of Registration. This requires the municipal treasurer's signature where indicated. Do not date at this time.

(6) IRC Section 148 and 265 Certification. Please complete by supplying or verifying the information asked for in paragraphs (1) and (2). Do not include any information relating to obligations originally issued in an earlier calendar year which have renewed or refunded in this calendar year. This certificate should be signed and dated by the municipal treasurer. If not entered already, please supply the municipality's federal employer identification number.

Participating Municipalities

June 4, 2014

Page 3

(7) IRS Form 8038-G. Please verify the municipality's federal employer identification number on Line 2. The municipal treasurer should sign where indicated on the second page. Please do not date.

The Loan Agreement and the Bond may be missing loan principal information. The missing figures will be entered when the loan is formally approved by the Bond Bank. Even though this information may be missing, please execute all documents as outlined above and return them to me by July 8, 2014. The correct payment amounts and schedules will be verified and the missing information entered before the loan is finalized.

Please note the non-litigation language in the Resolution and Certificate. If the Municipality becomes involved in any litigation regarding the Bond or the expenditure of Bond proceeds, please advise me at once.

I direct your attention to the Tax Certificate and the representations contained therein. This Certificate should be read carefully. There are some material changes from previously used Tax Certificates. The Internal Revenue Service, Treasury Department, Securities and Exchange Commission, and the Municipal Securities Rulemaking Board have established new standards of disclosure with respect to certain tax matters, post-issuance record keeping and material events. Please call if you have any questions.

Following the closing and delivery of funds, I will furnish a complete transcript of all completed and executed documents, including the approving opinion. In the meantime, you might want to keep a photocopy of the original executed documents you are returning to me.

If any questions arise regarding the execution and return of the enclosed documents, or any aspect of the bond sale, please do not hesitate to call me immediately either at the office or at home (223-2185). Also, you may reach me at pgiuliani@primmer.com.

JPG:sg
Enclosures

RESOLUTION AND CERTIFICATE
(General Obligation)

WHEREAS, at a meeting of the Board of Trustees of the Village of Essex Junction (herein called the "Municipality") at which all or a majority of the members were present and voting, which meeting was duly noticed, called and held, as appears of record, it was unanimously found and determined that the public interest and necessity required certain public improvements herein described by reference to Exhibit A attached, and it was further found and determined that the cost of making such public improvements, after application of available funds and grants-in-aid from the United States of America and/or the State of Vermont, would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same should be submitted to the legal voters at a meeting thereof, and it was so ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, pursuant to the foregoing action, a meeting of the Municipality was warned and held at the place and time appointed therefor, submitting an article(s) of business to be voted upon by ballot between the hours stated in the Warning, all as appears by reference to Exhibit A attached hereto; and

WHEREAS, the said Warning was duly recorded, published and posted, and said meeting was duly convened and conducted, or was subsequently validated in the manner provided by law, all as appears of record, and which proceedings are hereby ratified and confirmed in all respects; and

WHEREAS, immediately upon closing of the polls and after counting of the ballots cast, the results as set forth in Exhibit A hereto were declared by the moderator, all as appears of record, and pursuant to which the Municipality is carrying forward the authorized improvements and pursuing the same diligently to completion; and

WHEREAS, pursuant to powers vested in them by law the Board of Trustees is about to enter into a Loan Agreement (Exhibit B) on behalf of the Municipality with the Vermont Municipal Bond Bank (the "Bank") respecting a Loan from the Bank in the amount of \$3,300,000 repayable, and with interest, as follows:

<u>Payment Due</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
--------------------	-------------------------	----------------------

As per Exhibit C attached.

AND WHEREAS, the Bond to be given by the Municipality to the Bank at the time of receiving the proceeds of said Loan shall be substantially in the form attached hereto as Exhibit D, which Bond is hereby awarded and sold to the Bank at a price of par and accrued interest;

THEREFORE, be it resolved that the Board of Trustees proceed forthwith to cause the Bond to be executed and delivered to the Bank upon the price and terms stated, and be fully registered as the law provides; and

BE IT FURTHER RESOLVED, that the Bond, when issued and delivered pursuant to law and this Resolution, shall be the valid and binding general obligation of the Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of all taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, annually there shall be assessed and collected in the manner provided by law until the Bond, or any bond or bonds issued to refund or replace the same, and the interest thereon, are fully paid, a tax, user fee, charge or assessment sufficient to pay the interest on the Bond or bonds and such part of the principal as shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Bank is hereby authorized, the presiding officer of the Board of Trustees of the Municipality being directed to execute the Loan Agreement on behalf of the Municipality and the Board of Trustees thereof; and

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in the Loan Agreement, the Loan Application made by the Municipality to the Bank (Exhibit E), and the Tax Certificate (Exhibit F) to be delivered in connection with the issuance and sale of the Bond, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in the Loan Agreement, Loan Application and Tax Certificate are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Board of Trustees in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Bond to the Bank, execution and delivery of the Bond, this Resolution and Certificate, Loan Agreement, Tax Certificate, and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that Primmer Piper Eggleston & Cramer PC, bond counsel to the Municipality, be authorized and empowered to take possession of said documents for delivery to the Bank, and to complete said documents by the inclusion of appropriate dates and ministerial changes at the direction of the Board of Trustees of the

Municipality or its designated officer; and to acknowledge receipt of the proceeds of the Bond on behalf of the Municipality; and

BE IT FURTHER RESOLVED, that, to the extent it is necessary for the Municipality to comply with the covenants, undertakings, representations and certifications set forth in the Municipality's Tax Certificate, the Municipality's Treasurer and its bond counsel are authorized to order for purchase by the Municipality out of the proceeds of the Bond such federal and state obligations as may be required to limit or restrict investment yield on the Bond proceeds, thereby avoiding rebate payments to the United States; and

BE IT FURTHER RESOLVED, that to the extent proceeds derived from the sale of the Bond will be used to reimburse the Municipality for capital expenditures previously made for the improvements described in Exhibit A, this Resolution shall serve as a declaration of official intent under Section 1.150-2 of the Treasury Regulations (or a republication of any previously made declaration of official intent) to effect a reimbursement in an amount not to exceed the total of all previous capital expenditures; and

BE IT FURTHER RESOLVED, that the proceeds derived from the sale of the Bond be deposited to the credit of the Municipality for requisition and disbursement as provided in the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Bond dated as of July 1, 2014, payable as aforesaid, and reciting that it is issued under and pursuant to the vote hereinabove mentioned, and we also certify that the Bond is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Bond is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We acknowledge that information the Municipality has furnished the Bank and others will be relied upon in the public offering of securities for sale. We represent that all information the Municipality has provided in connection with the Loan, the Bond, the Loan Agreement and all certifications, statements, representations and records identified or referred to therein are true, accurate and complete to the best of our knowledge. We further represent that the Municipality has disclosed to the Bank and others all information material to the Loan, and the public offering of securities by the Bank, and has not failed to disclose any information it deems material for such purpose.

We further certify that no litigation is pending or threatened affecting the validity of the Bond nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Bond, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

We further certify that all actions set forth in this resolution were proposed, considered and approved in a public meeting duly called, noticed and held in compliance with all applicable open meeting, public records access, and public procurement, bid and solicitation statutes.

Dated: _____, 2014

ATTEST:

VILLAGE OF ESSEX JUNCTION

Clerk

(Seal)

By: _____

All or a Majority of the Board of Trustees

And By:

Its Treasurer

LOAN AGREEMENT

(General Obligation - Tax Exempt)

AGREEMENT, dated July 1, 2014, between the VERMONT MUNICIPAL BOND BANK, a body corporate and politic constituted as an instrumentality of the State of Vermont exercising public and essential governmental functions (hereinafter referred to as the "Bank"), created pursuant to the provisions of 24 V.S.A., Chapter 119, as amended (hereinafter referred to as the "Act"), having its principal place of business at Winooski, Vermont, and the Village of Essex Junction (hereinafter referred to as the "Municipality"):

W I T N E S S E T H:

WHEREAS, pursuant to the Act, the Bank is authorized to make loans of money (hereinafter referred to as the "Loan" or "Loans") to Governmental Units; and

WHEREAS, the Municipality is a Governmental Unit as defined in the Act, and pursuant to the Act is authorized to accept a Loan from the Bank, to be evidenced by its Municipal Bond purchased by the Bank, and the proceeds of which will be held for the benefit of the Municipality by U.S. Bank, N.A., as disbursing agent (the "Disbursing Agent") subject to requisition as set forth herein; and

WHEREAS, the Municipality is desirous of borrowing money from the Bank for the purpose of paying the costs of certain capital improvements, as described in Schedule C to the Municipality's Tax Certificate (the "Project Costs"), in the amount of \$3,300,000 and has applied to and has requested of the Bank a Loan in such amount, and the Municipality has duly authorized the issuance of bonds in the principal amount of \$3,300,000, of which a bond(s) in the amount of \$3,300,000 (the "Municipal Bond") is to be purchased by the Bank as evidence of the Loan in accordance with this Agreement, which Municipal Bond shall be in substantially the form appended hereto by the Municipality as Exhibit B; and

WHEREAS, to provide for the issuance of bonds of the Bank (the "Bank Bonds") in order to obtain from time to time monies with which to make such Loans, the Bank has adopted the General Bond Resolution on May 3, 1988 (herein referred to as the "Bond Resolution") and will adopt a supplemental resolution authorizing the making of such Loan, inter alia, to the Municipality and the purchase of the Municipal Bond;

NOW, THEREFORE, the parties agree:

1. The Bank hereby makes the Loan and the Municipality accepts the Loan in the amount of \$3,300,000. As evidence of the Loan made to the Municipality and such money borrowed from the Bank by the Municipality, the Municipality hereby sells to the Bank the Municipal Bond in the amount of \$3,300,000. The Municipal Bond shall bear interest from the date of its delivery to the Bank at such rate or rates per annum as will

result in an interest cost rate to the Municipality of __% [as calculated by the “IBA” or “Interest Cost Per Annum” method]. The interest cost rate for purposes of this Loan Agreement will be computed without regard to Section 4 hereof which requires that the Municipality make funds available to the Bank for the payment of principal and interest on the fifteenth (15th) day of the month prior to each respective principal and interest payment date of the Bank Bonds. Notwithstanding the foregoing, the Municipal Bond shall bear interest at such rate or rates as shall be required for the Municipal Bond to comply with Section 601(2) of the Bond Resolution.

2. (a) The Municipality hereby acknowledges that the Bank has entered, or will enter, into a disbursing agent agreement with the Disbursing Agent for the deposit and disbursement of the proceeds of the Municipal Bond.

(b) Pending their disbursement, the proceeds of the Municipal Bond shall be held by the Disbursing Agent. From time to time the Municipality shall requisition from the Disbursing Agent portions of the Municipal Bond proceeds necessary to pay Project Costs. Such requisitions shall be made in the form attached hereto as Exhibit C. The Municipality shall certify to the Bank and to the Disbursing Agent the name(s) and the title(s) of the person(s) authorized to execute and submit such requisitions.

(c) Proceeds of the Municipal Bonds held by the Disbursing Agent shall be invested by the Disbursing Agent at the direction of the Municipality in accordance with the provisions of the Tax Certificate and consistent with the Investment Policy of the Bank.

(d) At the time of submission of the final requisition for Project Costs relating to the Project, including all retainage of Project Costs, the Municipality shall provide to the Disbursing Agent and the Bank a Completion Certificate, in accordance with the provisions of Section 2(e).

(e) The Municipality shall proceed with due diligence to complete the Project. Completion of the Project shall be evidenced by a certificate signed by the Municipality delivered to the Disbursing Agent and Bank stating that the Project has been substantially completed so as to permit efficient use in the operations of the Municipality and setting forth any Project Costs remaining to be paid from the Project Fund established with the Disbursing Agent.

3. The Municipality has duly adopted or will adopt, prior to the Bank’s purchase of the Municipal Bond, all necessary resolutions and has taken or will take, prior to the Bank’s purchase of the Municipal Bond, all proceedings required by law to enable it to enter into this Loan Agreement and issue its binding obligations to the Bank.

4. The Municipality shall make funds sufficient to pay interest as the same becomes due available to the Bank on the fifteenth (15th) day of the month prior to each Bank Bonds interest payment date. The Municipality shall make funds sufficient to pay the principal as the same matures (based upon the maturity schedule provided by and for

the Municipality and appended hereto as Exhibit A) available to the Bank on the fifteenth (15th) day of the month prior to each Bank Bond's principal payment date.

5. The Municipality is obligated to pay fees and charges to the Bank (hereinafter referred to as the "Fees and Charges") within thirty (30) days of demand by the Bank. Such Fees and Charges actually collected from the Municipality shall be in an amount sufficient, together with other monies available therefor, including any grants made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof:

(a) To pay, as the same becomes due, the administrative expenses of the Bank;

(b) To pay an allocable share of financing costs incurred with respect to a series of Bank Bonds, including fees and expenses of the attorney or firm of attorneys of recognized standing in the field of municipal law selected by the Bank, trustees' and paying agents' fees and expenses, costs and expenses of financial consultants, underwriters or placement agencies, printing costs and expenses, the payment to any officers, departments, boards, agencies, divisions and commissions of the State of Vermont of any statement of cost and expense rendered to the Bank pursuant to Section 4556 of the Act, and all other financing and other miscellaneous costs.

(c) To pay an amount equal to a reasonable estimate of the interest that could have been earned by the Bank on any funds advanced by the Bank for the purposes described in 5(a) and 5(b) above, calculated at a rate equal to the highest rate on the Bank's unrestricted investments for the period during which such advances remain outstanding.

6. The Municipality is obligated to make the principal portion of the Municipal Bond payments scheduled by the Bank on an annual basis and is obligated to make the interest portion of the Municipal Bond payments on a semi-annual basis and to pay the Fees and Charges imposed by the Bank as set forth in Section 5 hereof.

7. The Bank shall not sell and the Municipality shall not redeem any part of the Municipal Bond prior to the date on which all outstanding bonds of the Bank issued with respect to such Loan are redeemable, and in the event of any sale or redemption prior to maturity of the Municipal Bond thereafter, the same shall be in an amount equal to the aggregate of (i) the principal amount, interest accrued to the redemption date and redemption premium, if any, needed to redeem a sufficient amount of Bank Bond to assure Bank compliance with Section 601(2) of the Bond Resolution and (ii) the costs and expenses of the Bank in effecting the redemption of the Bank Bond so to be redeemed, less the amount of monies available in the applicable sub-account or sub-accounts in the redemption account established by the Bond Resolution and available for withdrawal from the Reserve Fund and for application to the redemption of Bank Bonds so to be redeemed in accordance with the terms and provisions of the Bond Resolution, as determined by the Bank.

In no event shall any such sale or redemption of the Municipal Bond be effected without the written agreement and consent of both parties hereto, which agreement shall specify the dollar amount to be paid by the Municipality.

8. Simultaneously with the delivery of the Municipality's Bond to the Bank, the Municipality shall furnish to the Bank an opinion of bond counsel satisfactory to the Bank which shall set forth among other things the unqualified approval of the Municipal Bond then being delivered to the Bank and that the Municipal Bond will constitute a valid and binding obligation of the Municipality.

9. The Municipality shall be obligated to inform in writing the Bank and the corporate trust office of the trustee for the Bank Bonds at least thirty (30) days prior to each June 1st and December 1st of the name of the official to whom invoices for the payment of interest and principal should be addressed.

10. Notwithstanding Paragraph 13 hereof, prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Municipality's Bond to the Bank or its designee, the Bank shall have the right to cancel all or any part of its obligations hereunder if:

(a) Any representation made by the Municipality to the Bank in connection with its application for Bank assistance shall be incorrect or incomplete in any material respect.

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

11. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

12. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

13. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

14. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

15. (a) To the extent the Municipality does not qualify for an arbitrage rebate exception under Section 148 of the Code, the Municipality agrees to provide to the Bank such information and detailed records as is required, and not otherwise available from the Disbursing Agent, for the calculation by the Bank of the rebate requirement imposed by Section 148 of the Code which, in part, will require a determination of the difference between the actual aggregate earnings of all investments of Municipal Bonds proceeds and the amount of such earnings assuming a rate of return equal to the yield on the Municipal Bond.

(b) The Municipality shall cause the rebate amount to be computed in accordance with Section 148(f) and 6431(c) of the Code and shall reduce the rebate amount by taking into consideration the spending and other exceptions to the rebate requirement provided under Section 148(f) of the Code for which any of the gross proceeds of the Municipal Bond may qualify. The Municipality shall furnish the Bank with any and all such rebate calculations on or before the termination of the fifth bond year and each succeeding fifth bond year, the maturity date, and, if earlier, any redemption date of the Municipal Bond. The Municipality shall make any rebate payments to the Bank within 45 days of such calculation date.

(c) In the event the proceeds of the Municipal Bond are no longer expected to be expended for the purpose(s) for which they were issued, the Municipality shall endeavor to spend such proceeds within three years of the original issue date of the Municipal Bond or any prior obligation refunded by the Municipal Bond for lawful purposes which may be financed by tax-exempt bonds. Such substitute expenditure shall be reported promptly to the Bank and shall be accompanied by an opinion of bond counsel (as defined in the Bank's General Bond Resolution) certifying to the legality of such substitute expenditure and the continuing exclusion of interest paid and to be paid on the Municipal Bond for federal income tax purposes.

(d) The Municipality shall comply with and perform its undertakings set forth in its Tax Certificate executed coincident with the delivery of the Municipal Bond to the Bank, including Schedule D thereof (Municipal Bond Post-Issuance Compliance Procedures). The Municipality shall retain all records of expenditures for a period of not less than 3 years after the payment of the Bank Bond and furnish the Bank with any and all documents necessary upon its request in order to show the compliance of the Municipal Bond with the provisions of the Code and applicable regulations.

16. The Municipality agrees to provide to the Bank upon request such certifications and information as the Bank may reasonably request in order for the Bank to verify at any time the representations, expectations, procedures and covenants set forth in:

(a) The Municipality's Tax Certificate to be executed coincident with the delivery of the Municipal Bond to the Bank; and

(b) The Bank's Tax Certificate executed coincident with the delivery of the Bank Bonds to the purchaser(s) thereof.

17. Within thirty (30) days following a request by the Bank, or such shorter period as prescribed under Securities Exchange Commission Rule 15c2-12, the Municipality agrees to furnish the Bank with its most recent financial statements, explanatory notes and other financial and operating information as the Bank may request. In addition, the Municipality agrees to notify the Bank within ten (10) days of the occurrence of any notice event which has or may have an effect upon its financial condition or its ability to perform fully and timely any covenant, obligation or undertaking set forth in this Loan Agreement or the Municipal Bond. As used in this paragraph, a notice event is any one of the following:

(a) Actual or anticipated delinquency or default of payment of principal or of interest on the Municipal Bond or any other debt obligation of the Municipality;

(b) Any actual or anticipated default or breach on the part of the Municipality with respect to any term or provision of this Loan Agreement or like agreement to which the Municipality is a party;

(c) Unscheduled draws on debt service reserves which reflect financial difficulties for the Municipality;

(d) Unscheduled draws on any letter of credit, guarantee or similar credit enhancement which reflects financial difficulties for the Municipality;

(e) Substitution of any entity furnishing the Municipality with credit or liquidity enhancement, or the failure of such entity to perform;

(f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Municipal Bond, or other material events affecting the tax status of the Municipal Bond;

(g) Material modifications of the rights of any person owning a legal or beneficial interest in the Municipal Bond;

(h) The actual or contemplated call, redemption, refunding or defeasance of the Municipal Bond, or the sale, release or substitution of the improvements financed by the Municipal Bond;

(i) Any change in the credit rating of the Municipality;

- (j) Tender offers with respect to the Municipal Bond;
- (k) Bankruptcy, insolvency, receivership or similar event of the Municipality;
- (l) The merger, consolidation or acquisition of the Municipality;
- (m) The sale or transfer of all or substantially all of the assets of the Municipality, whether absolute or pursuant to a management or operating agreement, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (n) The sale or disposition of assets financed by the Municipal Bond, or a change of use thereof constituting “deliberate action” as defined in the Code; or
- (o) A change in the identity or name of the Municipal Bond trustee, or the appointment of a successor or additional trustee, if material.

For the purposes of the event identified in subparagraph (k), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Municipality in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Municipality, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Municipality.

18. The Municipality acknowledges that information it has furnished the Bank and others will be relied upon in the public offering of Bank Bonds for sale. The Municipality represents that all information it has provided in connection with the Loan, the Municipal Bond, this Loan Agreement and all certifications, statements, representations and records identified or referred to therein are true, accurate and complete to the best of the knowledge of the Municipality and its officers. The Municipality further represents that it has disclosed to the Bank and others all information material to the Loan, and the public offering of Bank Bonds, and has not failed to disclose any information it deems material for such purpose.

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

Attest:

VERMONT MUNICIPAL BOND BANK

Vermont Municipal Bond Bank
Executive Director

(SEAL)

By: _____

Chairman

Attest:

VILLAGE OF ESSEX JUNCTION

Village of Essex Junction Clerk

(SEAL)

By: _____

Chair
Board of Trustees

EXHIBIT A
MATURITY SCHEDULE
VILLAGE OF ESSEX JUNCTION

Municipality's
Bonds Due
November 15

Principal Amount

2014	-0-
2015	\$165,000
2016	\$165,000
2017	\$165,000
2018	\$165,000
2019	\$165,000
2020	\$165,000
2021	\$165,000
2022	\$165,000
2023	\$165,000
2024	\$165,000
2025	\$165,000
2026	\$165,000
2027	\$165,000
2028	\$165,000
2029	\$165,000
2030	\$165,000
2031	\$165,000
2032	\$165,000
2033	\$165,000
2034	\$165,000
2035	-0-
2036	-0-
2037	-0-
2038	-0-
2039	-0-
2040	-0-
2041	-0-
2042	-0-
2043	-0-
2044	-0-
Total:	\$3,300,000

TAX CERTIFICATE

(General Obligation)

We, the Treasurer and at least a majority of the Board of Trustees of the Village of Essex Junction (the "Municipality"), HEREBY CERTIFY and reasonably expect with respect to the issuance and the use of proceeds of the \$3,300,000 General Obligation Bond (the "Municipal Bond") of the Municipality, dated July 1, 2014 as follows:

1. We are the officers of the Municipality duly charged and responsible for issuing the Municipal Bond. The certifications and expectations set forth in this document are being given pursuant to Sections 141 and 148 of the Internal Revenue Code of 1986, as amended, (the "Code"), and the Treasury Regulations promulgated thereunder.

2. The dates, maturities, denominations and rates of interest of the Municipal Bond are as shown and more fully described in Schedule A, attached hereto. The Municipal Bond is fully registered and its issuance has been reported to the Internal Revenue Service on IRS Form 8038-G, a copy of which is attached as Schedule B.

3. The proceeds of the Municipal Bond will be used to provide funds for the purpose of financing public highway and utility line capital improvements located in Essex Junction, Vermont (the "Project"), as shown on Schedule C attached. There are no other funds available to the Municipality under the provisions and within the meaning of Regulation Section 1.148-6(d)(3), other than appropriations, grants-in-aid and capital reserve funds of the Municipality dedicated to the Project. The weighted average maturity of the Municipal Bond is less than 120% of the useful life of the Project.

4. The Municipality will use the proceeds of the Municipal Bond within thirty (30) days of the date hereof and within 90 days of issuance of the Bank Bonds (defined below) to retire any obligations in the nature of short-term bond anticipation notes (the "Prior Obligations") which originally financed the Project or to reimburse itself for Project costs advanced under a duly adopted notice of official intent. The proceeds of the Municipal Bond may be invested in the interim at a yield in excess of the yield on the Bank Bonds, as that term is defined in the Loan Agreement dated July 1, 2014 between the Municipality and the Vermont Municipal Bond Bank. To the extent there remain any unspent proceeds of the Prior Obligations, any and all of such proceeds shall be invested at a yield not in excess of the yield on the Bank Bonds.

5. The proceeds of the sale of the Municipal Bond do not exceed the amount necessary to retire the Prior Obligations and to complete the Project. The proceeds of the Municipal Bond will not be used to effect a tax increment financing loan or a tax assessment loan under Regulation Section 1.141-5(c)(3) and (d).

6. The Municipality has entered into (or will enter into within six months from the date hereof or the issue date of the Prior Obligations, whichever is earlier) a binding commitment for the acquisition, construction or accomplishment of the Project. The amount of such commitment(s) with respect to the Project exceeds an amount equal to five percent (5%) of the greater of the Municipal Bond, the Prior Obligations, or the aggregate amount of obligations issued for the Project. Work on the acquisition, construction or accomplishment of the Project will proceed with due diligence to the completion thereof. The Municipal Bond proceeds will be invested temporarily and expended in compliance with the non-arbitrage and rebate requirements of Section 148 of the Code, so as to maintain the interest on the Municipal Bond excludable from the gross income of the recipient thereof.

7. The total proceeds (including interest earnings therefrom) received from the sale of the Municipal Bond and the Prior Obligations with respect to the Project do not exceed the total cost of the Project. All unexpended proceeds will be deposited with the Disbursing Agent pursuant to the Disbursing Agent Agreement dated of even or approximately even date by and between the Bank and the Disbursing Agent. All such funds deposited therewith will be maintained in a segregated fund and not commingled with amounts from other sources.

8. It is not expected that the Project will be sold or otherwise disposed of in whole or in part. Public use of the Project will continue for so long as the Municipal Bond remains outstanding. In the event an unanticipated change in private use or disposition of the Project occurs, the Municipality will undertake remediation measures under Regulation Section 1.141-12 at the earliest opportunity so as to preserve the tax exempt character of the Municipal Bond.

9. Principal of and interest on the Municipal Bond will be paid from taxes and other revenues of the Municipality. There will be no private payments for the use of the Project other than payments made by members of the general public. The funds used to pay principal and interest on the Municipal Bond, whether or not deposited into a segregated debt service fund, will be expended within thirteen (13) months of the date of deposit in such fund on the payment of debt service on the Municipal Bond. Any amounts received from the investment of such fund will be used to pay debt service on

the Municipal Bond within one (1) year of the date of receipt. The debt service fund, if any, will be used to achieve a proper matching of revenues with principal and interest payments within each bond year and will be depleted at least once each bond year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on the fund for the immediately preceding bond year or (ii) one-twelfth of principal and interest payments on the issue for the immediately preceding bond year. Amounts deposited into such a debt service fund, if any, may be invested at a yield in excess of the yield on the Municipal Bond.

10. Except for the debt service fund described herein, if any, the Municipality has not created or established, and does not expect to create or establish, any sinking fund or other similar fund which the Municipality reasonably expects to use to pay principal or interest on the Municipal Bond, or from which there is a reasonable assurance that amounts therein will be available to pay debt service on the Municipal Bond.

11. No portion of the proceeds of the Municipal Bond will be invested, directly or indirectly, in federally insured deposits or accounts other than (a) investments of unexpended Municipal Bond proceeds for an initial temporary period until the proceeds are needed for the Project; and (b) investment of moneys on deposit in a bona fide debt service fund. No portion of the proceeds of the Municipal Bond will be loaned or otherwise made available to any private person, nor shall any of such proceeds be expended or invested in a manner which will result in the Municipal Bond being classified as a "hedge bond" under Section 149(g) of the Code.

12. The Municipality is a political subdivision of the State of Vermont and is an entity with general taxing powers, the power to incur debt, the power of eminent domain, and the power to enact and enforce police power measures. The Municipal Bond is not a "private activity bond" (as defined in Section 141 of the Code). At least 95% of the proceeds of the Municipal Bond are to be used for local governmental activities of the Municipality. Neither the Municipality nor any agency, instrumentality or political subdivision of the Municipality has issued or expects to issue any tax-exempt bonds or notes during this calendar year other than: (i) obligations to finance capital improvements; (ii) short-term notes in an aggregate amount not to exceed the Municipality's maximum anticipated cumulative cash flow deficit, to be issued in anticipation of the receipt of taxes and other revenues of the Municipality; (iii) current refunding obligation; and (iv) short-term notes issued in anticipation of receipt of federal or state capital improvement grants-in-aid. In the event the aggregate face amount of all tax-exempt obligations issued or to be issued by the Municipality (and all agencies, instrumentalities and other political subdivisions of the Municipality) during this calendar year exceeds \$5,000,000, except for private activity bonds and additional obligations aggregating no more than \$10,000,000 or such lesser amount attributable to the financing of the construction of

public school capital facilities, the proceeds of each issue of such obligations shall be invested temporarily and expended in compliance with the rebate requirements of Section 148(f)(2) and (3) and the Regulations thereunder, as applicable, so as to assure that the interest paid on such obligations remains excludable from the gross income of the recipient thereof. The Municipality will expend at least 90% of the Municipal Bond proceeds, and all of the net income derived from the temporary investment thereof, within a three-year period calculated from the earlier of the date of issuance of the Municipal Bond or date of issuance of the Prior Obligations. Proceeds not expended within three years shall be invested at a yield not in excess of the yield on the Bank Bonds.

13. The Project is and will be owned by the Municipality and will not be leased to any person which is not a state or local government unit, or an instrumentality thereof. In addition, the Municipality will not enter into any contracts or other arrangements, including without limitation, management contracts, capacity guarantee contracts, take or pay contracts, or put or pay contracts, pursuant to which such persons have a right to use or make use of the Project on a basis not available to members of the general public or which confers special economic benefits on any private person. No private business use of the Project will be made without an opinion of nationally recognized Bond Counsel that such use will not have an adverse effect on the tax-exempt status of the Municipal Bond or the Bank Bonds.

14. Any reimbursement of an expenditure made prior to the issue date of the Municipal Bond or earlier short term financing is pursuant to a declaration of intent. In addition, any declaration of official intent of the Municipality to reimburse itself out of such proceeds for Project expenditures incurred before the issuance of the Municipal Bond or short term financing, if earlier, was adopted not later than 60 days after the date of such expenditures. The Project has not been in service for more than 18 months after the date of original expenditure, and such expenditures being reimbursed out of Municipal Bond proceeds are not more than three years old.

15. The Municipality will do and perform all acts and things necessary or desirable in order to assure that interest paid on the Municipal Bond shall, for purposes of federal income taxation, be excludable from the gross income of the recipients thereof, or, if applicable, preserve the Municipal Bond's tax advantages in the form of tax credits or interest payment subsidies.

16. In addition to the record-retention requirements of Section 6001 of the Code, and the Regulations now or hereafter promulgated thereunder, the Municipality

hereby adopts and commits to implement the procedures set forth in Schedule D which are intended to provide the following;

(a) Assignment of tax-exempt and tax credit bond, if applicable, compliance responsibilities to appropriate departments, officers, or employees.

(b) Establishment and maintenance of books and records for each issue of obligations of the Municipality.

(c) Establishment of Code Section 148 compliant procedures for the investment of gross proceeds for each issue of the Municipality's obligations.

(d) Maintenance of records relating to all allocations of expenditures of proceeds of each issue of the Municipality's obligations.

(e) Periodic monitoring of use of proceeds of each issue of the Municipality's obligations, the investment and reinvestment of proceeds from the temporary investments thereof and the use of property acquired or financed by the proceeds of such obligations.

(f) Verification of the foregoing.

17. This certification has been delivered as part of the record of proceedings and accompanying certificates with respect to the issuance of the Municipal Bond.

18. On the basis of the foregoing, it is not expected that the proceeds of the Municipal Bond will be used in a manner which would cause the Municipal Bond to be an "arbitrage bond" or "private activity bond" under Sections 103, 141 and 148 of the Code and the Treasury Regulations promulgated thereunder. To the best of our knowledge and belief, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

19. No other obligations of the Municipality are:

(a) being sold within fifteen (15) days of the date of this Tax Certificate;

(b) being sold pursuant to a common plan of financing as was employed in the sale of the Municipal Bond; or

(c) expected to be paid from substantially the same source of funds.

IN WITNESS WHEREOF, we have hereunto set our hands on behalf of the Municipality this ____ day of _____, 2014.

VILLAGE OF ESSEX JUNCTION

By: _____

All or a Majority of Its
Board of Trustees

And By: _____

Its Treasurer

Schedule C

1. Title of Bonds: \$3,300,000 Village of Essex Junction Public Highway and
 Utility Line Improvement General Obligation Registered
 Bond

Total Principal Amount: \$3,300,000

Dated: July 1, 2014

<u>Maturity Date(s)</u>	<u>Principal Amount(s)</u>	<u>Interest Rate(s)</u>
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As per attached specimen bond.

2. Title of Authorizing Resolution(s) or Ordinance(s)

Resolution and Warning of Board of Trustees March 4, 2014

Special Village Meeting April 8, 2014

Resolution and Certificate of Board of Trustees June __, 2014

- | 3. <u>Project</u> | <u>Estimated Date
of Completion</u> | <u>Estimated Date
All Proceeds Expended</u> |
|---|---|---|
| Main St/Maple St
Briar Lane/Hillcrest Rd/
School St | 06-01-16 | 06-30-16 |

4. Other Obligations of Issuer Issued This Calendar Year

See attached IRC Section 148 and 265 Certification.

No. R-1

UNITED STATES OF AMERICA
STATE OF VERMONT
VILLAGE OF ESSEX JUNCTION
GENERAL OBLIGATION BOND

\$3,300,000

The Village of Essex Junction (hereinafter called the ("Municipality"), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Municipal Bond Bank, or registered assigns, the sum of Three Million Three Hundred Thousand Dollars (\$3,300,000) in installments on November 15 of each year as set forth below, with interest on each installment at the rate per annum set forth below opposite the year in which the installment becomes due:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2014	-0-		2030	\$165,000	
2015	\$165,000		2031	\$165,000	
2016	\$165,000		2032	\$165,000	
2017	\$165,000		2033	\$165,000	
2018	\$165,000		2034	\$165,000	
2019	\$165,000		2035	-0-	
2020	\$165,000		2036	-0-	
2021	\$165,000		2037	-0-	
2022	\$165,000		2038	-0-	
2023	\$165,000		2039	-0-	
2024	\$165,000		2040	-0-	
2025	\$165,000		2041	-0-	
2026	\$165,000		2042	-0-	
2027	\$165,000		2043	-0-	
2028	\$165,000		2044	-0-	
2029	\$165,000				

The interest rate of each installment shall run from the date of the original delivery of this Bond to the Vermont Municipal Bond Bank and payment therefor and until payment of each installment and such interest shall be payable semi-annually on November 15 and May 15 of each year in the amounts set forth in Exhibit A of the Loan Agreement with respect to this Bond between the Municipality and the Vermont Municipal Bond Bank. Both principal and interest on this Bond are payable in lawful money of the United States at U.S. Bank, N.A., in the City of Everett, State of Massachusetts, or at its successor as Trustee under the General

Bond Resolution of the Vermont Municipal Bond Bank. Final payment of the interest and principal of this Bond shall be made upon surrender of this Bond for cancellation at the bank or trust company at which this Bond is then payable.

This Bond is issued by the Municipality for the purpose of financing public highway and utility line improvements under and by virtue of No. M-14 of the Acts of 1985, as amended, Chapters 53, 89, 97 and 101 of Title 24, Vermont Statutes Annotated, the vote of its legal voters duly passed on April 8, 2014, and resolutions duly adopted by its Board of Trustees.

This Bond is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Bond have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Bond to be signed by at least a majority of its Board of Trustees and its Treasurer and its seal (if it has a seal) to be affixed hereto as of July 1, 2014. (Absence of a seal hereon means that the Municipality has no seal and no seal is required.)

VILLAGE OF ESSEX JUNCTION

All or a Majority of its Board of Trustees

Treasurer

No. R-1

VILLAGE OF ESSEX JUNCTION \$3,300,000
GENERAL OBLIGATION BOND DATED JULY 1, 2014

CERTIFICATE OF REGISTRATION

It is hereby certified that this bond is a registered bond, the principal and interest due thereon payable only to the holder of record as appears in the office of the Treasurer of the issuing Municipality. This bond may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at the office of the Treasurer of the Municipality who shall record such transfer in the records of the Municipality and on the bond. The name and address of the original registered owner of this bond is Vermont Municipal Bond Bank, 20 Winooski Falls Way #305, Winooski, VT 05404.

Dated as of the __ day of July, 2014.

Treasurer

IRC SECTION 148 AND 265 CERTIFICATION

NAME OF MUNICIPALITY: VILLAGE OF ESSEX JUNCTION

FEDERAL EMPLOYER IDENTIFICATION NO: 03-6000466

- (1) List all debt (bonds, tax anticipation notes, grant anticipation notes, current expense notes, revenue anticipation notes, highway equipment notes, and financing leases) issued by the Municipality for the period commencing January 1, 2014 through the date hereof:

<u>Date</u>	<u>Amount</u>	<u>Maturity</u>
-------------	---------------	-----------------

- (2) List all outstanding debt instruments (bond anticipation and grant anticipation notes) issued by the Municipality to provide temporary construction financing for the project(s) being financed permanently by the proceeds of the Municipality's Bond dated July 1, 2014 and being sold to the Vermont Municipal Bond Bank:

<u>Date</u>	<u>Amount</u>	<u>Maturity</u>
-------------	---------------	-----------------

- (3) The Municipality is a political subdivision of the State of Vermont and (1) has general taxing powers, (2) expects to issue no more than \$5,000,000 (\$15,000,000 in the case of bonds issued to finance public school capital improvements) of non-private activity new money bonds during the calendar year commencing January 1, 2014 and ending December 31, 2014 and (3) at least ninety-five percent (95%) of the proceeds of the borrowing will be used for local governmental activities of the Municipality.
- (4) The Municipality has no subordinate entities or units of government which individually or together with the municipality reasonably expect to issue more than \$5,000,000 (\$15,000,000 in the case of bonds issued to finance public school capital improvements) of non-private activity new money bonds during the calendar year commencing January 1, 2014 and ending December 31, 2014.

Date: _____, 2014

Municipal Treasurer

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name	2 Issuer's employer identification number (EIN) 03-6000466	
3a Name of person who prepared this return (see instructions)	3b Telephone number of other person shown on 3a	
4 Number and street address Susan McNamara Hill, Treasurer 2 Lincoln Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or county Essex Junction, VT 05452-3154		7 Date of issue July, 2014
8 Name of issue 2014 Series General Obligation Improvement Bond		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <i>Lauren Morrissey, Finance Director</i>	10b Telephone number of officer or other employee shown on 10a 802- 878-6953	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► <i>Highways</i>	18	3,300.00
19 If obligations are TANS or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	11-15-34	\$ 3,300,000	\$ 3,300,000	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	-0-
23 Issue price of entire issue (enter amount from line 21, column (b))	23	3,300,000
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	-0-
25 Proceeds used for credit enhancement	25	-0-
26 Proceeds allocated to reasonably required reserve or replacement fund	26	-0-
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	-0-
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	N/A years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	-0-	
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	-0-	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ <u>July</u> , 2014 (Series (2014-3))			
c Enter the EIN of the issuer of the master pool obligation ▶ <u>03-0292808</u>			
d Enter the name of the issuer of the master pool obligation ▶ <u>Vermont Municipal Bond Bank</u>			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input checked="" type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input checked="" type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Treasurer	Type or print name and title
---	------	-----------	------------------------------

Paid Preparer Use Only

Print/Type preparer's name J. Paul Giuliani	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶ Primmer Piper Eggleston & Cramer PC			Firm's EIN ▶ 03-0289541	
Firm's address ▶ P. O. Box 1309, Montpelier, VT 05601-1309			Phone no. 802-223-2102	



Patrick Scheidel
Municipal Manager
PatS@essexjunction.org

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

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

MEMORANDUM

TO: Village Trustees
FROM: Pat Scheidel, Municipal Manager *PS*
DATE: June 10, 2014
SUBJECT: Reappointments to CCRPC Planning Advisory Committee

Issue

The issue is whether or not the Trustees reappoint representatives on the Chittenden County Regional Planning Commission (CCRPC) Planning Advisory Committee (PAC). See attached letter.

Discussion

Robin Pierce is current Representative and John Alden is Alternate. The PAC requires that the Representative is the Community Planner. John Alden indicated his willingness to be reappointed.

Cost

There is no cost associated with this issue.

Recommendation

It is recommended that the Trustees reappoint Robin Pierce as Representative and John Alden as Alternate to the CCRPC Planning Advisory Committee for the period July 1, 2014 through June 30, 2016.



CHITTENDEN COUNTY RPC
Communities Planning Together

110 West Canal Street, Suite 202
Winooski, VT 05404-2109
802-846-4490
www.ccrpcvt.org

May 5, 2014

RECEIVED

MAY 06 2014

Village of Essex Junction

Ms. Patrick Scheidenl
Essex Junction Village Manager
2 Lincoln Street
Essex Junction, VT 05452

Dear Ms. Scheidenl:

The Chittenden County Regional Planning Commission (CCRPC) bylaws provide for several standing committees including a Planning Advisory Committee (PAC) to oversee the CCRPC's regional planning activities and policy development as specifically described in items 1-13 of Article XI – Committees; E. Planning Advisory Committee. In particular, the PAC is responsible for reviewing municipal plans and Act 250 permits.

The terms of PAC members will be for two years beginning July 1st and communities whose beginning letter falls between A-L shall appoint a representative to serve beginning in odd number fiscal years; FY2015 in this case.

We would ask you to please have your legislative body take action to appoint a representative and alternate to the PAC for a term of two years beginning July 1, 2014 through June 30, 2016 (fiscal years 2015 & 2016). The PAC has been meeting monthly as needed.

Please complete the enclosed letter of appointment and return it to us in the self-addressed envelope (or scan and email to me at bferenc@ccrpcvt.org) by June 30, 2014.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Bernadette".

Bernadette Ferenc
Transportation Business Manager

Attachment

cc: PAC Representative: Robin Pierce
PAC Alternate: John Alden

MEMORANDUM

TO: Selectboard
FROM: Patrick Scheidel, Town Manager *PS*
Doug Fisher, Finance Director *DF*
DATE: April 4, 2014
SUBJECT: Consolidated Tax Billing and Collection

ISSUE The issue is the consolidation of tax billing and collection for the Town of Essex, Village of Essex Junction, and the Essex Junction School District.

DISCUSSION Currently tax billing for the three tax authorities (Town of Essex, Village of Essex Jct., and Essex Junction School District) is done by both the Town and Village, with the Village doing the billing for the School District. The Town currently bills and collects for the Essex Town School District and that process would not be impacted by this discussion.

In the case of billing Village property owners, printing and postage costs are duplicated because 2 separate bills are being sent to each owner. One bill comes from the Town and one from the Village. Consequently two payments are due from those Village taxpayers, one to the Town and one to the Village. During collection times, taxpayers can drop off payments to either the Town or Village at either place (81 Main and 2 Lincoln St.) thereby eliminating the need to make a separate payment at each location.

Taxes for the Essex Junction School District, including the Essex Junction Recreation and Parks Department, are billed and collected by the Village via a tax collection agreement between the two entities. As taxes are collected by the Village, receipts are pro-rated between the two (Village and Village School district). Delinquencies are carried and reported by all three authorities.

Management from each authority has met to discuss the issues associated with combining both billings into one single bill. A single combined bill, printed and mailed by the Town, can be produced quite simply due to the fact that the town already bills all taxpayers. It would be a simple matter of adding the pertinent tax rates to the current bill. This single bill would simplify the payment process and the reporting process for Village taxpayers when reporting homestead taxes to the State.

The idea of unified collections, however, poses a more complicated set of issues. Currently, as taxes are collected in the Village, they are allocated to each entity. This is not a problem for full payments, but when partial payments are received, the allocation process is complicated and cumbersome. It has to be determined how much of each partial payment belongs to each entity and if there are penalties and interest then how much of the payment is for that and to which entity. The allocation of these receipts involves custom programming which adds expense to the

process.

There is also the issue of where the taxes are collected. With only one tax bill there will be only one payment received from taxpayers but it will be for three entities. Where taxes are deposited and then how to disseminate payments to each entity would again be complicated and cumbersome. Furthermore, each entity would still have to deal with delinquencies and their collection, further adding to the inefficiencies inherent in the current process.

From an efficiency standpoint it makes sense to consolidate not only the billing process but also the collection process. The simplest way to accomplish this consolidation would be for the Town to not only bill but to also collect taxes for all three entities. The Town would be responsible for all collections which could still be made at either location. Both the Village and the Village School District would receive 100% of their respective tax levies 20 days after the due date in the same manner as the current process with the Town School District. All delinquencies would be collected by the Town in one process. The Town would receive the penalty and interest revenue on delinquent taxes while also incurring the responsibility for collections and bearing the financial burden when taxes are delinquent.

This billing and collection could be accomplished through a tax collection agreement between the Town and the Village and the Town and the Village School District with the ability to terminate by either party with notice to the other.

In order to have a smooth transition with minimal duplication of effort, and minimal financial impact, the Town would "buy" the delinquencies of the Village and Village School District as they exist on July 1, 2014. Future delinquencies would belong to the Town along with the attendant penalties and interest. The financial impact on each entity (based on the FYE2015 budgets) is illustrated on the attached chart.

In future years the Town would bear responsibility for billing and collections. Delinquencies would be collected by the Town as would penalties and interest. The Town would also receive State revenues from the billing and collection of Education taxes. In return, the Village and Village School District would enjoy the benefit of full collections and 100% cash flow within 20 days of the due dates.

COST The associated costs and benefits of this approach are listed on the accompanying chart which lists the impacts on each of the three entities in FYE15 and in future years. The main benefit associated with this potential change is the simplification of the billing and payment of taxes for Village taxpayers and reduced costs associated with duplicated printing and postage costs.

RECOMMENDATION It is recommended that the Selectboard approve management's pursuit of consolidated tax billing and collections and authorize the Town Manager to enter into a tax billing and collection agreement with the Village of Essex Junction and the Essex Junction School District, including the Essex Junction Recreation and Parks Department.

Consolidated Tax Billing and Collection - Estimated Impacts

FYE2015

Village

Financial Impacts FYE15

Lost penalty & interest revenue	(\$8,000)
Lost revenue from School contract	(\$22,000)
Lost revenue from State Act68	(\$26,000)
Lost printing, postage, and programming costs	\$5,000
Gained revenue from delinquents collected	\$25,000
Net Financial Impact FYE2015	<u>(\$26,000)</u>

Future Impacts

100% Tax collection
No interest or penalty revenue
No delinquent collection responsibilities
No printing, postage, and programming costs
No School or State revenue

Village School District

Financial Impacts FYE15

Lost penalty & interest revenue	(\$35,000)
Gained revenue from delinquents collected	\$120,000
Net Financial Impact FYE2015	<u>\$85,000</u>

Future Impacts

100% Tax collection
No interest or penalty revenue
No delinquent collection responsibilities
No collection costs

Town

Gained revenue from Village P&I	\$8,000
Gained revenue from Village School P&I	\$35,000
Gained revenue from State Act68 for CCSU	\$26,000
Gained revenue from Village School contract	\$22,000
Lost revenue from delinquents assumed	(\$145,000)
Net Financial Impact FYE2015	<u>(\$54,000)</u>

Future Impacts

Gained revenue from Village interest & penalty
Gained revenue from State Act68 in Village
Full billing and collection responsibility
Bears consequences of delinquents

Draft: Actionable Items from 27 May 2014 Essex Junction Trustee Retreat

1. Multiple changes to the Village website (*Lauren, Elaine, Lori*)
2. Initiate processes and discussion to move Village annual meeting to Saturday. Also discuss concept with Essex Junction and U46 School Districts. George will contact Judy DeNova about this and possibly have her come to a meeting to expedite the process for a November vote to change the appropriate charters so that a request can be sent to the Legislature in January 2015. (*George*)
3. School impact fees – about to expire; should they be replaced? (*further board discussion*)
4. Mural painting contest for McLure bldg and possibly Amtrak/CCTA station. Project must be conceptualized, organized, and promoted. Artists submit entries for proposals with winner chosen at April 2015 Village annual meeting. (*Elaine*)
5. Are we getting enough bang for the buck with the Block party? (Lori) (costs \$7K) Perhaps have an after parade party on Memorial Day. (Andrew) Possibly reconfigure Block party? Other options for getting people downtown. Art festival? (*Andrew, Lori*)
6. Are doing the best we can to market Essex Junction to business owners/startups? What are we doing now and how could we do a better job? (*Lori*)
7. Town and Village should begin process of integrating respective comprehensive plans as a prelude to further integration of community (Town + Village) planning. George should meet with Max Levy to discuss ideas for moving this along. (*George*)
8. Are we doing the best we can to communicate local government and community issues? Are we making best use of available assets? Could Darby's scope of work (online newsletter) be extended to include activities in the town outside the village? Perhaps have a single, collaborative effort for both governments to broadcast and promote activities? Dan suggests "government 101" to educate citizens about fundamental process of local government and development planning. (*Dan, Elaine, Lori*)
9. Move forward plans for charrette envisioning redevelopment in Village core. This will include previously approved plans for RFPs from possible charrette organizers/leaders. Ultimate goal is to create a vision that captures a consensus vision for the future of the downtown area which is also consistent with present LDC and Comprehensive Plan requirements. (*George, Elaine*)

Patty Benoit

From: Darby Mayville
Sent: Thursday, May 15, 2014 8:20 AM
To: Patty Benoit
Subject: FW: VEJ Bike-Walk Vision Statement

From: Richard F. Hamlin, P.E. [<mailto:rhamlin@dlhce.com>]
Sent: Wednesday, May 14, 2014 5:46 PM
To: Patrick C. Scheidel
Cc: Darby Mayville
Subject: VEJ Bike-Walk Vision Statement

Pat-

As a part of our goal to become recognized as a bicycle and pedestrian friendly community, the Bike-Walk Advisory Committee would like the Village to adopt the following vision statement:

"Essex Junction strives to be recognized as a friendly village of connected neighborhoods and destinations in which convenient and safe bicycle and pedestrian facilities are integrated into a seamless and accessible year-round transportation system. This system will promote the enjoyment and health of all citizens, a more vibrant local economy, and a cleaner environment."

Could this be put before the Trustees for approval, and then if approved forwarded to the Planning Commission for inclusion into the new Village plan in the transportation section? Thank you for your assistance with this.

-Rick

Richard F. Hamlin, P.E
President
Donald L. Hamlin Consulting Engineers, Inc.
136 Pearl Street
Essex Junction, Vermont 05452
Phone: (802) 878-3956
Email: rhamlin@dlhce.com
Website: www.dlhce.com

Please note my new email address



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

MEMORANDUM

TO: Village Trustees and Patrick Scheidel, Village Manager
FROM: Lauren Morrisseau, Finance Director/Assistant Manager *M*
DATE: June 10, 2014
SUBJECT: Transfer of Funds Between General Fund Departments

Issue

The issue is whether or not the Trustees will approve a use of surpluses in Administration, Planning and Economic Development budgets to cover deficits in other general fund budgets.

Discussion

The Village charter states in Section 6.11. **Appropriations**, "At the request of the manager and within the last three (3) months of the budget year, the Trustees may by resolution transfer any unencumbered appropriation balance, or portion thereof within the Trustees' budget from one department, agency, or office, to another."

At the present time it appears that there will be a large deficit in the FY14 Street budget, a fairly large deficit in the Lincoln Hall budget, and possibly a small deficit in the Library budget. We are anticipating surpluses in the Administration, Planning and Economic Development budgets.

Cost

There is no cost associated with this recommendation.

Recommendation

It is recommended that the Trustees make a **motion to approve the use of surpluses in the FY14 Administration, Planning and Economic Development budgets to cover deficits in other general fund budgets.**



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

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

MEMORANDUM

TO: Village Trustees
FROM: Darby Mayville, Community Relations and Economic Development Assistant *DEM*
DATE: 6/10/14
SUBJECT: VTrans Bicycle and Pedestrian Grant Program

Issue

The issue is whether or not the Village should apply for the VTrans Bicycle and Pedestrian grant program.

Discussion

Should the Village receive this grant, we would use the funds to conduct a scoping study to determine if new sidewalks should be added on Main Street. These sidewalks would be placed between Educational Drive and Athens Drive. The completion of a scoping study would make the Village a much more competitive applicant for future construction grant funds.

The addition of sidewalks on this part of Main Street has been identified as a high priority by the Capital Review Committee. The Village also intends to complete enclosed drainage and new curbing on this section of the roadway during the summer of 2015. As a result of this, it would be optimal to install sidewalks at the same time.

Cost

The total project cost is estimated to be approximately \$52,400. The Village will be responsible for \$5,240, or 10% of the total project cost.

Recommendation

It is recommended that the Trustees make a motion to authorize staff to submit the VTRANS Bicycle and Pedestrian grant application.

Patty Benoit

From: Brad Luck <bluck@ccsuvt.org>
Sent: Sunday, June 01, 2014 9:27 PM
To: Patty Benoit
Cc: Pat Scheidel; Dan Kerin
Subject: RAC Appointment
Attachments: 2014 Process for Filling RAC Seats.pdf; Advisory Council 14-15.pdf; RAC Purpose Statement - 5-29-14.pdf

Hi Patty-

I think on the consent agenda for the next Trustees meeting there should be the appointment of a new RAC member. Robin Noble has expressed interest. I have attached a list of 2014-2015 RAC membership, pending appointment of three members. Also, can you let me know if the Trustees have changed their representative in their annual organization.

I have attached the process for how membership is determined. There was a unanimous vote by RAC to appoint Robin Noble. Now her name is being passed along to the Trustees to consider that recommendation. Here is Robin's letter of interest:

My name is Robin Noble and I would like to be considered for a position on the EJRP Advisory Council. I have lived in the Junction since 1975, when I started my physical education teaching career at Summit Street and Fleming schools, which is where I spent my entire career. I retired from teaching in 2008. I continue to substitute at both of these schools. In addition to my teaching, I was the varsity field hockey coach at Essex High School for 29 yrs. I also was a volunteer coach for the girls varsity basketball team at Essex for 10 years and now I am enjoying my time as volunteer field hockey coach.

I am interested in serving on this board because I have seen and experienced the excellent programs offered in our community. Schools and recreation departments are essential in making a village or town into a community. As an elementary teacher, I saw first hand how important the programs were to the young children, as a coach I saw where the athletes got their start and as a parent, I saw my daughter benefiting by many of the offerings.

I do really enjoy working with people and consider myself a team player. I also feel like it is time for me to be more involved in our community and this board seemed like a natural place. I do not pretend to know the entire scope of the council's job, but I am willing to listen and learn. I believe that I have had many experiences with children of all ages that will be valuable and helpful. Thank you for consideration.

Thank you for the work you continue to do.

robinoble@gmail.com

Additionally, RAC voted last week to alter their purpose statement so that the group meets bimonthly (instead of monthly), with a minimum of five meetings per year (instead of 10). The tracked changes appear in the pdf attached. Again, I think that a copy of the changes to the purpose statement should be included in the consent agenda as an FYI to the Trustees.

Please let me know if you have any questions.

Thanks.

-Brad

--

Brad Luck, Director
Essex Junction Recreation and Parks
"We Create Community through People, Parks, and Programs"
75 Maple Street
Essex Junction, VT 05452
802-878-1375
bluck@ccsuvt.org
www.ejrp.org

a member of the:

Positive Youth Sports Alliance of Essex

"Promoting a positive sports experience that will teach lifelong lessons through personal growth and healthy competition"

www.pysaessex.org

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EJRP Recreation Advisory Council
2014-2015

First	Last	E-mail	Phone	Term	PC/Trustee Appointee
Eric	Bowker	eric@catamountoutdoor.com	578-5563	7/1/12-6/30/15	Trustee
Deb	Carlin	debneil@comcast.net	578-8707	7/1/13-6/30/16	PC
Marla	Durham	mdurham@ccsuvt.org		7/1/14-6/30/15	Ex-Officio: PC
Dan	Kerin	trooperkerin@yahoo.com	879-8343	7/1/13-6/30/14	Ex-Officio: Trustee
Avery	MacGillivray	amacgillivray@ccsuvt.org		7/1/14-6/30/15	PC
Robin	Noble	robinoble@gmail.com		7/1/14-6/30/17	Trustee
Nan	Payson	fitnessnan@hotmail.com	318-0957	7/1/13-6/30/16	Trustee
Abby	Rice	abbygrice@gmail.com	999-6933	7/1/14-6/30/17	PC
Lee	Wiebe	jockdocs@comcast.net	324-4538	7/1/12-6/30/15	PC

**Pending appointment

**Pending appointment

**Pending appointment

EJRP Staff - 878-1375

Adam	Sollace	asollace@ccsuvt.org	School Age Childcare Coordinator
Brad	Luck	bluck@ccsuvt.org	Director
Caitlin	Fay	cfay@ccsuvt.org	Office Coordinator
Christina	McLaughlin	cmclaughlin@ccsuvt.org	Preschool Coordinator
Harlan	Smith	hasmith@ccsuvt.org	Heads of Grounds and Facilities Maintenance
Brian	Roy	broy@ccsuvt.org	Assistant Director
Nicole	Fields	nfields@ccsuvt.org	Program Coordinator

Recreation Advisory Council seats expiring 6/30/14:

- Sharon Downs (three year term)
- Abby Rice (three year term)
- Andrew Cimonetti (youth one year term) – Prudential Committee

Process for Members with Expiring Terms:

1. By April 1 – Members with expiring terms indicate to Recreation Advisory chair whether or not they would like to be reappointed.
2. April 3 – If there are members whose term is expiring and would like to be reappointed, the Recreation Advisory Council votes on reappointment. If recommended, the name will be forwarded to the respective board to be voted on at their next meeting. If the Prudential Committee or the Trustees reject the reappointment, the following process will be used on an adjusted time schedule.

Process for Open Recreation Advisory Council Seat:

If there are members with expiring terms who choose not to be considered for reappointment, or whose reappointment is not recommended by the Advisory Council, the following process will be used:

1. April 4 – Recreation Advisory Council prepares press release and EJRP staff sends out to Essex Reporter and the information is placed on the EJRP, Village, and CCSU websites, Front Porch Forum, Facebook, and Twitter, indicating openings on the Recreation Advisory Council.
2. May 1 – Recreation Advisory Council identifies subcommittee to review candidates.
3. By May 11 – Deadline for interested community members to send letter to Recreation Advisory Council chair expressing interest.
4. May 12-25 – Recreation Advisory Council subcommittee reviews candidates – conducts further interviews if necessary and/or narrows the list to a manageable size for the full council to consider.
5. May 29 – Recreation Advisory Council full council selects individuals to be forwarded to respective boards to be voted on at their next meeting – one to each board plus one youth to the Prudential Committee.
6. June – Prudential Committee and Board of Trustees vote at their respective June meetings on recommended appointees.
7. July 31 – New members take their seats.

Essex Junction Recreation and Parks Recreation Advisory Council PURPOSE STATEMENT



Approved by the Recreation and Parks Advisory Council: May 1, 2008

Last Amended: May 29, 2014

PURPOSE

The Essex Junction Recreation and Parks Advisory Council (Advisory Council) will serve in an advisory capacity to the Department's administrative staff in the development, maintenance, and stewardship of a comprehensive system of leisure and recreational services as provided by the Essex Junction Recreation and Parks Department (EJRP).

FOCUS

The Advisory Council will serve as the liaison to the community of Essex Junction and will review all aspects of EJRP; including, but not limited to: programs, park and facility needs, and strategic and financial planning. Advisory Council members will assist at recreation related community events and seek to involve other community volunteers.

The Recreation Advisory Council shall communicate directly to the Prudential Committee (PC) and Board of Trustees (BoT) on issues of interest to the PC and BoT through their ex officio members and in advance of the semi-annual meetings between the two governing boards.

MEMBERSHIP

The Advisory Council shall consist of nine (9) voting members, including the following: six adult community representatives, one youth, one member of the Prudential Committee, and one member of the Board of Trustees.

The terms of the six adult members shall be for three years, beginning on July 1 and terminating on June 30 of the year the term expires. Members will be eligible for reappointment and there are no limits on the number of terms any resident may serve. Terms must be filled by residents of the Village of Essex Junction, and staggered so that two terms expire each year. Upon expiration of these terms, the Essex Junction School District (EJSD) and the Village shall each appoint one member, none of whom shall be members of the Parties' respective governing boards. There shall also be a youth member, appointed by the EJSD governing body, who shall serve a one year term. Any vacancies for unexpired terms shall be filled by the Advisory Council for the remainder of the year, at which time the appropriate governing board will appoint a successor for the remainder of the term. From time to time the Council, at its own discretion, may ask representatives of the community to participate in discussions.

OFFICERS

Officers of the Advisory Council shall be a Chairperson and Secretary. Other officers may be appointed as necessary to carry out the work of the Council. No two offices may be held by the same person. The officers shall be chosen at the July meeting by the Council, or as soon as possible thereafter, and shall serve for a term of one year. Officers shall hold office until their successor has been selected. The Chairperson shall preside at meetings of the Advisory Council and represent the Advisory Council at public meetings. The Secretary shall keep a record of the meetings in the form of minutes. These minutes will be available at the Recreation and Parks Department.

VOTING

Each member shall be entitled to one vote. Approval of any matter requires an affirmative vote from the majority of the members present, provided a quorum of five (5) voting members is present and voting.

TERMINATION OF MEMBERSHIP

Any member of the Council may be removed at any time by a majority vote of the Advisory Council.

MEETINGS OF MEMBERS

The Advisory Council will meet bimonthly, with at least ~~five~~ten meetings annually.

AD HOC COMMITTEES

The Council may create such ad hoc committees as the business of the Council may require.

AMENDMENT

This document may be amended at an Advisory Council's regularly scheduled meeting, with two-thirds (2/3) vote of approval, provided a quorum is present.



MEMORANDUM

TO: Village Trustees
FROM: Pat Scheidel, Village Manager
DATE: June 10, 2014
SUBJECT: Trustees Meeting Schedule

TRUSTEES MEETING SCHEDULE/EVENTS

June 24 at 6:30 – Regular Trustees Meeting

- Public Hearing and set FYE 15 water/sewer/sanitation rates
- Meet with residents regarding budgets on ballots initiative
- Interviews/Appointments to Boards, Commissions & Committees
- Annual appointments for Clerk/Treasurer/Tax Collector, Attorney, Fire Chief & Engineer

July 4 at 9:30 PM – Fireworks at Maple Street Park

July 8 at 6:30 – Regular Trustees Meeting

- Public Hearing on revised Comprehensive Plan

July 19, 5-10 PM – Block Party & Street Dance

July 22 at 6:30 – Regular Trustees Meeting

August 12 at 6:30 – Regular Trustees Meeting

August 26 at 6:30 – Regular Trustees Meeting

September 9 at 6:30 – Regular Trustees Meeting

September 23 at 6:30 – Regular Trustees Meeting

October 14 at 6:30 – Regular Trustees Meeting

October 28 at 6:30 – Regular Trustees Meeting

**VILLAGE OF ESSEX JUNCTION
PLANNING COMMISSION
MINUTES OF MEETING
May 1, 2014**

- MEMBERS PRESENT:** Diane Clemens (Chairwoman); Andrew Boutin, Nick Meyer, Aaron Martin, Amber Thibeault, John Alden. (David Nistico was absent.)
- ADMINISTRATION:** Robin Pierce, Development Director.
- OTHERS PRESENT:** Peter Sloan, John Glasserman, Elizabeth Skinner, Polly McEwing, Linda McKenna, MJ Engels, Bob Abell, Brian McClintock, Alex McEwing, Jaye O'Connell, Wendy Jenkins, Frank Naef, Deborah Alden, Heather Collins, Nina Curtiss, Susan McCormack, Judy Naef, Anne Whyte, Henri de Marne, Bob McEwing, Greg Morgan, Toni Morgan, Al Bergendahl, Dottie Bergendahl, Beth Glaspie, Nancy Specht, Jane Hennessey, Kate Hennessey, Paul Dame, Karen Moins.
- AGENDA:**
1. Call to Order
 2. Audience for Visitors
 3. Additions/Amendments to the Agenda
 4. Minutes
 5. Work Session: Comprehensive Plan
 6. Other Planning Commission Items
 7. Adjournment

1. CALL TO ORDER

Diane Clemens called the meeting to order at 6:05 PM.

2. AUDIENCE FOR VISITORS

Comments from attendees included:

- Anne Whyte, 10 School Street, made the following statements:
 - The vision statement as a living document is very good. Neighborhood, growth, community is what makes an active, vibrant village, but the vision statement is not getting used and what is the point of having the document if it is not used.
 - The neighborhood is concerned and has attended meetings on the bank proposal, but the process is frustrating.
 - It is difficult to find documents on the village website.
 - The planning process and weight given to the developer has been very frustrating. It seems the residents have to prove the project will have an impact on the neighborhood versus the developer working with the neighborhood.
 - The process appears predisposed to giving accommodations and waivers. If the project fit the zoning guidelines then accommodations or waivers would not be needed to fit the site.

- The residents acknowledge there will be development on the site and are not “anti-development”, but the street is substandard and to add more traffic does not feel safe.
- The development needs to be to scale.
- The residents are feeling ill served, and as a working document the residents are asking that it be used. The residents do not feel the intent was honored with the bank building proposal. The process needs to be made more ‘user friendly’ for villagers as it is for the developers.
- It is frustrating that the residents will not have an impact on a building that will have significant impact on the village. The building does not fit. The vision for a pedestrian friendly place does not happen by putting people in boxes. Park Terrace needs to be considered as well. The residents are not feeling well served.
- Henri de Marne, Pinewood Manor, spoke in support of the comments by Ms. Whyte and added the following:
 - Rather than a building that is out of scale the bank parcel should stay more as it is and be purchased by the village and town then fitted with a café selling sandwiches, burgers, desserts, creemees and such to create a central gathering area.
 - It is a shame the proposal was approved and it is hoped Act 250 offers amendments.
 - With future development, and there is opportunity with the crescent connector to move Road Rescue and Simons there, the corners should be made into a friendly park. This would be an improvement over what is there now.
 - The village planning documents are guidelines. What is more important is what the people in the community say. For example, the center lane on Pearl Street for turns improved the traffic flow and circulation, and the Village President has a vision for the Five Corners area that is appealing.
 - A project should be able to be denied if the community does not want it even if the project meets the guidelines. Developers should come to the Planning Commission early to find out if the community wants their proposal or not.
 - It is a question of scale. The proposed building if built will be a monstrosity, a skyscraper in the village. If the building was in scale with others that would be better.
- Linda McKenna, School Street, made the following comments:
 - The village’s visionary and strategy statements are good as written.
 - A scale drawing by Hugh Gibson of the proposed building and a ‘to scale’ photo of Lincoln Hall was shown and should be taken under consideration.
 - Heavy commercial development in the village is regional or city and town goals and that is not reflected strongly in the village vision statement.
 - The appeal process of the decision on the proposal should be included on the decision so residents know they have opportunity to appeal. That modification should be included in the comprehensive plan update.

- The plan also talks about maintaining the historic character and architecture in the historic district of the village.
- Frank Naef, 4 Park Terrace, made the following comments:
 - Residents have frustration as taxpayers when there is a document well put together and not followed.
 - As a resident for over 30 years lots of village taxes have been paid and some of this money was probably used for the Land Development Code and the vision statement.
 - All the issues raised by the residents were ignored. The residents see the danger of children walking on the narrow street with high snowbanks, but the feeling is the Planning Commission did not care. The residents know there will be development on the site and hope there is a better ear to hear comments in the future.
 - If the comprehensive plan was followed with the proposal then there should not have been need for waivers.
- Elizabeth Skinner, 5 School Street, stated the comments about Essex Junction being designated an urban center and hearing the words “urban”, “city”, or “village” with more density and more apartments needs to be addressed because the village is not a city.
- Bob Abell, 72 Maple Street, made the following comments:
 - As a 60 year resident, living in the village has been enjoyable, but recently there are happenings that are worrisome. Another boondoggle like the proposal at Five Corners is not wanted. ‘Backyard development’ like the five or six houses crammed on a lot on Maple Street should be decreased or eliminated.
 - Growth should be slow with careful planning over the years and with implementation and total residential input.
- Sue McCormack, East Street, commended the Planning Commissioners as community volunteers for their time and effort and added:
 - It is hoped the building works well for the village.
 - Public input and planning documents should match the vision of the community. Structure is difficult.
 - The Trustees are planning a visioning exercise for the village downtown area. The Planning Commission is encouraged to work with the Trustees to synthesize the two processes - update of the comprehensive plan and the visioning - so people can give feedback on what will work better.
- Jessica Martin, Redwood Terrace, suggested the process for approval be reconsidered and public input received early in the process so people feel they can be an effective part of the process. The process of approval, clear notification and a clear agenda of the nature of the discussion to be held should be published.
- Kate Hennessey, 40 South Street, mentioned letters and feedback on the project submitted to the Planning Commission in January 2014 and that it is not known if the communications were even considered.
- Jaye O’Connell, 27 Central Street, commented:
 - It appears village residents are saying they do not know how to give feedback on proposal or what happens to the feedback once it is given.

With federal regulations the agency must send a written response to comments.

- The village has experienced neighborhoods degrading and must be careful about staying too small. If IBM leaves property values will decline.
- There are some positives to growth, such as transportation development.
- Growth needs to complement the village's historical assets and progress to the future while maintaining vitality. An example would be renovation of the train station.
- The village needs strategies to get businesses to help the community remain vibrant. The alternative might be 10 or 20 story buildings next to single family Victorian houses. Right sized, smart growth are good principles.
- Deb Alden, 3 Mason Drive, stated:
 - The frustration by residents is there is no response to the feedback given to the public input. Residents are asked to give input, but do not know how and it is not fair to say the Planning Commission is meeting every Thursday and residents should know that and attend.
 - There is a push for housing in the village, but the occupancy rate of the buildings in the village and surrounding area should be surveyed because people are moving away and leaving the area.
 - The Planning Commission must do due diligence and have evidence there is need for a four story building of housing in the village rather than approving the project just to be a national model of urban development.
- Dorothy Bergendahl, 17 Taft Street, stated at the Act 250 hearing a representative of the builder for the proposal at Five Corners said they were encouraged when designing the building to "go big". Residents are concerned going forward with other development in the village that there will be backlash because there is encouragement to "go big".
- Alex McEwing, 34 Park Street, made the following comments:
 - Economic vitality is the largest concern for the village. If the people do not have a way to pay for the wanted services, the schools, the quality of education, then no one will be able to afford to live in the village.
 - Business owners in the community have said this winter was one of the toughest in 10 years. That is scary.
 - With IBM leaving the village should have figured out that the company would leave one day and have a plan. One suggestion is to consider the IBM property for incubator space and have GBIC create opportunity for 50 different businesses to locate there and probably employ more people than IBM. It may be necessary to define separate tax zones for this to happen. Steps must be taken to have economic development in the village to keep the quality of life and schools that are wanted.
 - The road that serves IBM should become a village owned road because the road connects to Williston and the new police station and is a natural diversion of traffic from Five Corners and another way around the village for people who are just passing through and not stopping to do business in

- the village. Discussion with IBM on the road should occur now with or without the crescent connector in the works.
- To get people to stop and shop or dine in the village there must be a reason and that reason could be to shop local. The vision for the village overall is a good direction. The code should not be wholesale gutted, maybe just do careful and selective tweaking. Be sensitive to economic needs and that businesses must locate in the village for the quality of life the residents want. A balance must be found.
 - Jane Hennessey, 19 South Street, thanked the Planning Commission for the work and stressed as a resident for over 50 years and having raised seven children in the village that Essex Junction is a village not a city.
 - Peter Sloan, 8 School Street, commented:
 - Public input on a specific project appears to have little influence and if the project matches the code then it is approved.
 - The developer is investing in their project, but the residents are living here and paying taxes.
 - It seems the balance is on the side of the developers.
 - Beth Glaspie, 20 Corduroy Road, said the words “downtown”, “city”, “urban” give a connotation of city, and it seems that the foregone conclusion is Essex Junction is to be turned into a city by the powers that be. There should be thoughtful growth and some change in the plan, such as three story building height maximum.

Comments from the Planning Commission included:

- The time is now during the update of the village comprehensive plan for residents to give input and get involved in the vision of what they want the village to look like in the future. The Planning Commission is not required to reply to feedback in writing.
- The process is two steps: vision and code. The vision is the comprehensive plan and the code deals with specifics such as building height. The next step in the process is to review the code so there will be another opportunity for the public to get involved.
- Throughout the village plan are highlights that Essex Junction has ‘downtown designation’ to become an urban core area and with this there will be certain amenities and densities. It makes sense to concentrate development in developed, urban areas. Green space has value. The goal is not to have sprawl and to concentrate the built environment to be walkable with green space.
- The Land Use section of the plan covers historic character and architecture in the historic district. Land Use also covers density.
- The village comprehensive plan gives the Planning Commission direction on what is to happen in the village center. If the public does not like the direction then now is the time to state what the community wants because the Planning Commission is in the process of updating the plan.
- The development proposal for Five Corners could have been greater than what it is and still meet the code requirements. There were many changes made to the

proposal, some due to public input. Waivers are a normal part of any planning process. The Planning Commission decides what waivers are fair to grant.

- The visioning exercise planned by the Trustees will involve gathering input from investors, residents, village officials and staff on the village downtown area.
- The draft report on the comprehensive plan update must be submitted by June 17, 2014 or the grant money that was received for the task must be returned to the state. Work on the comprehensive plan update has been ongoing for the past nine months with very limited to no attendance by the public at the work sessions until just the last couple of meetings.
- Changes may be possible to the draft village comprehensive plan before final adoption by the state after which the next opportunity to make changes will be in five years with the next plan update.
- The development review process is outlined by the state. Applications typically receive sketch plan, preliminary plan, and final plan review though some applicants choose to combine preliminary and final plan review. The public can email or voice opinions to the Planning Commission at any time. Correspondence sent to the Planning Commission becomes part of the record. Copies can be attained by a public information request to village staff.
- A development proposal that meets the requirements in the documents adopted by the village (plan and code) is difficult to deny even if there is a percentage of the population speaking against the proposal. Rules cannot be changed mid-stream. Public input can shape the final result of a project, but cannot necessarily change the 'big picture' of the project. The time to modify the rules is during the update of the comprehensive plan and the Land Development Code.
- The development review process is set up to be fair and reasonable. The community must recognize there will be development and the rules must be followed. It is not fair to change the rules after a developer makes a proposal and invests money in the project.
- In planning there is nothing constant, but change. The village is not the same as it was years ago. Open spaces now have buildings. Buildings are removed. Buildings are added. The village is more urban than it was 75 years ago. IBM changed life in the village and the entire county. Businesses come and go. Businesses drive the economy and it is hoped all benefit. The village is urban compared to other towns. 'City' is a form of government, not how a community is laid out. Essex Junction has a town/village type of government and that is what the planning documents say.
- The way the plan is laid out and how Regional Planning is looking at it is if development is allowed there will be transportation routes and population cores growing and becoming more dense. The tradeoff is areas outside stay open and small scale. The Planning Commission cannot control development that comes forth, just manage it. If the community wants to change what will be for the next 50 years then there must be some allowance for growth and that is what the planning documents (comprehensive plan and Land Development Code) are for. If the community is saying stay as a village like today (i.e. less dense development) for the next 50 years then development will go to surrounding areas

along with economic viability. The vision statement needs to reflect what the community wants to see going forward for the next 50 years.

- Creating a transition buffer from the edge of the village core is difficult. Other communities have built lots of housing. The village should, too. Change is hard.

3. ADDITIONS/AMENDMENTS TO THE AGENDA

None.

4. MINUTES

April 3, 2014

MOTION by Aaron Martin, SECOND by Amber Thibeault, to approve the April 3, 2014 minutes as written. VOTING: 5 ayes, one abstention (Andrew Boutin); motion carried.

April 17, 2014

MOTION by Diane Clemens, SECOND by Andrew Boutin, to approve the April 17, 2014 minutes as written. VOTING: 3 ayes, 3 abstentions (John Alden, Amber Thibeault, Aaron Martin); motion carried.

5. WORK SESSION: COMPREHENSIVE PLAN

Comments on the LAND USE section of the plan included:

- The Heart & Soul section feels more like a rebuttal instead of a statement of vision in terms of the way the text is written. The goal is to take the Heart & Soul values and filter them into the village plan. Better integration all through the document is encouraged.
- Section 9.1 – Lincoln Street corridor
 - Incorporate “several lots are large” into the first sentence and delete the text about subdividing in the future.
- Section 9.1.1 – Village Center
 - The way the text is written makes it appear each major road is a neighborhood onto itself.
 - Land Use chapter should reflect regional goals like what is done in Housing and Transportation. The village center core of the village around Five Corners should be recognized as having a different character than other parts of the community and even the state.
 - Delete “One final note” in paragraph starting with “One final note in most cases...” so the paragraph reads: “In most cases there is no parking between the buildings...”
 - In the paragraph beginning “The junction also benefits...” Add “for example, Railroad Avenue took advantage of historic tax credits and other credits”. Keep “The junction could build upon...”
- Section 9.3 – Land Use Goals

- Objective 1.1 – change to read: “of the village center” rather than “in the village center”.
- Objective 6.1 – have the Trustees consider a change in language to say “Enact” or “Strongly consider” with regard to the use of design review.
- Object 6.2 – delete because is already occurring.
- Renumber objectives accordingly.
- Goal 7 – delete “as appropriate”.
- Objective 7.1 should read: “Initiate communication with surrounding communities to discuss development impacts on land use and planned compatibility.”
- Goal 10 – replace “develop a grid pattern” with “increase connectivity”.
- Objective 12.2 – insert “or historic overlay district” after “zone changes”.

MOTION by Amber Thibeault, SECOND by Aaron Martin, to meet on May 8, 2014 to discuss the Land Use section of the plan and Implementation. VOTING: unanimous (6-0); motion carried.

6. OTHER PLANNING COMMISSION ITEMS

None.

7. ADJOURNMENT

MOTION by Amber Thibeault, SECOND by John Alden, to adjourn the meeting. VOTING: unanimous (6-0); motion carried.

The meeting adjourned at 8:55 PM.

Rcdg Scty: MERiordan



**VILLAGE OF ESSEX JUNCTION
PLANNING COMMISSION
MINUTES OF MEETING
May 8, 2014**

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

ADMINISTRATION: Robin Pierce, Development Director.

OTHERS PRESENT: Regina Mahoney, George Tyler, Elaine Sopchak, Peter Sloan, Sue Hale, Elizabeth Skinner, John Glasserman.

AGENDA:

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

1. CALL TO ORDER

Diane Clemens called the meeting to order at 6:05 PM.

2. AUDIENCE FOR VISITORS

George Tyler commented as follows:

- The Trustees have received communications lately and been made aware of comments on Front Porch Forum regarding the downtown planning initiative and the update of the village plan. There appears to be confusion between the two.
- The Trustees understand people are unhappy with the proposal for the bank property and the process.
- Some points of clarification:
 - State government does not empower municipalities to declare a moratorium on development.
 - Municipalities can regulate development and must function according to state law.
 - The Trustees appoint members of the Planning Commission.
 - The Planning Commission is charged with applying the Land Development Code to development proposals.
 - Planning commissioners as appointed members are removed from the political process and provide a consistent, uniform approach to determining whether a development proposal conforms to the Land Development Code.
 - Meetings by the Planning Commission are transparent per state law and open to the public. The public can provide comment at the meetings.
 - The Planning Commission takes public input under consideration.
 - The public cannot fundamentally change a development application that fundamentally complies with the Land Development Code. Modifications to the development can be made.

- Regarding allowing a six story building in the village, the state felt that to stop sprawl density must increase in developed areas. Though it cannot be proven that this stops sprawl and suburban development continues, it is believed sprawl is slowed by increasing density in an area. Other benefits of increasing density include maximizing the efficiency of municipal services, improving economic vitality, and decreasing commuting distances to work, school, and shopping when people live in the downtown area. Climate change is another reason.
- The village comprehensive plan covers the entire village and includes a vision statement and statement of values for education, open space, recreation, land use, energy use in the village. The public has input along with state and regional entities.
- The downtown planning effort by the Trustees is to draft a specific plan to show what the community wants to see in the village based on the Land Development Code and property constraints. Developers will know the vision and have the “nuts and bolts” of the Land Development Code to build what the village wants. The public along with key stakeholders will be invited to the planning initiative and it is hoped there is a positive effort going forward.

3. ADDITIONS/AMENDMENTS TO THE AGENDA

None.

4. WORK SESSION: COMPREHENSIVE PLAN

Land Use

Typographical errors and spellings need correction in the section.

Section 9.4.3 – Planned Commercial Development

A woman in the audience asked about waivers and how the general public would be informed about waivers for a development proposal before the Planning Commission without attending every review meeting. Robin Pierce explained the Land Development Code outlines options for waivers for certain enhancements to a development proposal. The applicant may request waivers when the proposal is submitted. Sometimes the village makes a requirement on a proposal that triggers a waiver request, such as moving the building back from the road edge a certain distance in exchange for narrowing the width of parking spaces. Individuals can send an email to planning staff with comments and questions and the correspondence will be included in the meeting packets provided to the Planning Commission.

Section 9.4.7 – Transit Oriented Development (TOD)

- Add “and/or park-and-ride facility” after “public shared parking”.
- Note in the text that the TOD district is multimodal.
- Add an objective about future upgrade of the train station (have the sentence read “pursue appropriate upgrades....”).
- Make a clear distinction between PUD and PRD in the text. Strengthen and clarify sentences such as “....encourage use of innovative residential design techniques”.

Section 9.4.11 – Village Center

- Add language saying the village is to move traffic while creating safe pedestrian movements, vibrant commercial and residential opportunities, and appropriate parks and green spaces.
- Rather than list uses, group them (i.e. professional offices with associated retail uses could be one group). The Land Development Code has a list of permitted uses. The comprehensive plan includes a short list of uses.

Section 9.4.13 – Light Industrial

- Add “encourage master planning....”

Section 9.4.14 – Highway

- Correct the date of November 31 to November 30.

Section 9.4.17 – Planned Agricultural

- Add language about solar farming and sustainable agricultural activities under the range of potential uses.

Chapter 6 – Implementation

- The chapter explains all the goals and objectives in the plan and who does what, when, and the funding source.
- There was discussion of making the chapter more concise.
- Formatting needs to be the same throughout the document.
- The abbreviations need to be defined. Regina Mahoney will include definitions on each page.
- Language is needed to encouraging thinking strategically about village owned assets and how to benefit the greatest majority of people. Explanation is needed of what the Land Acquisition Fund is for (to purchase property), how the fund will be used, and that the village should take action as appropriate. The text needs to be tied to the village center. Rather than listing fund balances the text should direct the reader to where current fund balances can be found (i.e. annual budget). Sources of funding should be noted (grant, community foundations, tax credits, and such). There should be a statement saying the grant fund amount is as of 2014. Regina Mahoney will rewrite the section.

List of five priorities of focus for the next five years (separate page)

- The goal relative to managing the village budget should make reference to village improvements that relate back to the Land Acquisition Fund and other funding sources. Also note that the goal is to enhance and ensure the continuation of village life.
- The statement of historic preservation and four structures of historic value to the community needs further research and better reference. This could be set as a goal for the future.
- There should be mention of participating in the village center vision planning exercise.

- The bike/walk committee should be mentioned.
- The crescent connector, pedestrian walkway on Main Street, and a future alternate connection to Route 15 should be mentioned.

There was discussion of the traffic models for Five Corners and the crescent connector. There is a link on the village website to the Regional Planning website where the traffic models are posted.

5. OTHER PLANNING COMMISSION ITEMS

Next meeting:

- June 15, 2014

Agenda:

- Maps
- Natural Resources
- Chapters 1-4.

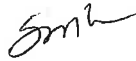
6. ADJOURNMENT

MOTION by Aaron Martin, SECOND by Andrew Boutin, to adjourn the meeting.

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

The meeting adjourned at 8:18 PM.

Rcdg Scty: MERiordan



**VILLAGE OF ESSEX JUNCTION
PLANNING COMMISSION
MINUTES OF MEETING
May 15, 2014**

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

ADMINISTRATION: Robin Pierce, Development Director.

OTHERS PRESENT: Regina Mahoney, Regional Planning.

AGENDA:

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

1. CALL TO ORDER

Diane Clemens called the meeting to order at 6:06 PM.

2. AUDIENCE FOR VISITORS

None.

3. ADDITIONS/AMENDMENTS TO THE AGENDA

None.

4. WORK SESSION: COMPREHENSIVE PLAN

Maps

All maps should have black text for roads except the Transportation Map (Map 4).

Map 1 – Natural Resources

- Regina Mahoney will research and better define rare, threatened, endangered species and include language in the text.

Map 2 – Historic Sites and Districts

- The village's list of historic sites and districts needs to match the map. The historic sites on the map came from the state analysis and inventory. The village list needs updating because some buildings are now gone.
- The Planning Commission will better define the database of historic sites in the village.

Map 3 – Recreation & Open Space

- Cascade Park should be listed as such, not listed just as Cascade.
- There are two community garden sites at the West Street Complex that should be shown on the map.

- The dog park should be included in the West Street Complex.
- There was discussion of reinvigorating Stevens Park.

Map 4 – Transportation

No changes.

Map 5 – Community Facilities

- The police station needs to be shown on Maple Street and removed from Main Street.
- Town office should read “Municipal Office” and an icon should be shown on 81 Main Street.
- Publicly funded childcare facilities should be shown on the map. The text in the plan should mention that there are other childcare services available in the community and the village office has a list.
- Reference to the waste water treatment plant should be removed from the IBM property.

Map 6 – Non-motorized Transportation

- Routes with on-road bike facilities should be shown.
- The path through Stevens Park should be on the map.
- Change the section from Central Street to North Street to shared use path.
- Remove the listing of miles for sidewalk and shared use path on the map.
- Regina Mahoney will check with Local Motion regarding bike route information

Map 7 – Waste Water Distribution System

- Sewer pump stations should be listed. Regina Mahoney will contact Jim Jutras for information.

Map 8 – Water Distribution System

- Regina Mahoney will confirm hydrants on Cushing, Lavoie, Dunbar, Ketcham, Giles, and Old Colchester Road.
- Regina Mahoney will verify “vault” means “meter vault”.

Map 9 – Existing Land Use

- Delete “No human activity...” in the legend and change the areas with that designation along the river and Warner Ave. and Old Colchester Road to ‘natural area’ and areas in neighborhoods and St. James Place to ‘residential’ and areas by the fairgrounds to ‘mass assembly’.
- Add Vermont Neighborhood Designation on Roscoe Court.

Map 10 – Future Land Use

- Clarify that “village center” is Designated Village Center and VCD.
- Open space area on Warner Ave. is changed to natural resources.

Map 11 – Flood Hazard Areas

No changes.

Chapter I – General Planning Background

The highlights, underlining, and spacing can be removed as indicated.

Chapter II – History with an Eye Toward the Future

The title should be corrected to Chapter III. Regina Mahoney will clarify and better define the sites on maps and why they are there.

Section 4. Open Space

Regina Mahoney will add more clarity regarding rare, threatened, endangered species.

Update of document to date

The Planning Commission concurred with the changes highlighted overall. Regina Mahoney will finalize the chapters.

5. OTHER PLANNING COMMISSION ITEMS

Next meeting: June 5, 2014.

6. ADJOURNMENT

MOTION by Aaron Martin, SECOND by Andrew Boutin, to adjourn the meeting.

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

The meeting adjourned at 7:52 PM.

Rcdg Scty: MERiordan



**VILLAGE OF ESSEX JUNCTION
ZONING BOARD OF ADJUSTMENT
MINUTES OF MEETING
May 20, 2014**

MEMBERS PRESENT: Tom Weaver (Chairman), Ron Gauthier, Jim Moody,
Martin Hughes, Bruce Murdough
ADMINISTRATION: Robin Pierce, Community Development Director
OTHERS PRESENT: Aristotle and Emily Souliotis,

1. CALL TO ORDER AND AUDIENCE FOR VISITORS

There were no comments from the Audience

2. ADDITIONS/AMENDMENTS TO AGENDA

There were no changes to the Agenda

3. MINUTES

October 15, 2013

MOTION BY: Ron Gauthier, SECOND by Jim Moody, to approve the minutes as written.

VOTING: unanimous (5-0); motion carried

4. PUBLIC HEARING

The function of the Zoning board as a quasi-judicial board and the hearing procedure were explained. Individuals wishing to give testimony before the Board were sworn in.

Variance appeal for relief of the 20 foot front setback for a stockade fence located 10 feet from the front property line at 84 Main Street in the R-1 District, by Aristotle and Emily Souliotis, owners.

STAFF REPORT

The Zoning Board received a written staff report on the Application, dated 5/20/2014. Mr. Pierce explained the need for a variance because the fence does not meet the conditions set forth in Section 707.B.4 of the Land Development Code.

APPLICANT COMMENTS

Aristotle Souliotis stated that their property is subjected to lots of noise from truck traffic (using Jake Brakes) and lights from police cars and other vehicles exiting the police station across the street. By installing the fence they have somewhat alleviated these problems. He stated that the fence is 26 feet from the edge of pavement and 38 feet from the front of their house. He further stated it is 72 feet long and 6 feet in height. He said he was not aware that he was in violation of the ordinance when he installed the fence.

PUBLIC COMMENTS: There were no comments from the public.

MOTION BY: Ron Gauthier, SECOND by Martin Hughes, to close the Public Portion of the variance appeal for 84 Main Street.

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

DELIBERATION/DECISION

Variance relief from front setback, 84 Main Street

FINDINGS OF FACT:

1. The property is in the R1 District. Lot size is approximately 20,850 square feet.
2. Minimum lot size in the R1 District is 15,000 Square feet.
3. The stockade fence is 6 feet high, located 26 feet from the edge of pavement and behind the existing, low, stone wall. It is 38 feet from the front of the house.
4. The front yard setback requirement in the R1 District is 20 feet.
5. Section 707.B.1 of the Code allows a fence, not to exceed 6 feet high, to be located along all side and rear property lines.
6. Section 707.B.4 states that any non-transparent fence located in a front yard shall not exceed twenty-nine inches in height, unless it meets the front yard setback for the Zoning District in which it is located.
7. Appellant is requesting a variance from the front yard setback.
8. The fence, as constructed, does not interfere with sight distances and/or visibility requirements.
9. The fence shields the house from road noise and light pollution from the town/police offices.
10. There were no public comments

CONCLUSION: Findings of fact 1-10 satisfy the variance criteria of Section 1703.C items 1-6.

BASED ON THE FINDINGS OF FACT AND CONCLUSION:

MOTION BY: Ron Gauthier, SECOND by Martin Hughes, to grant the variance for relief from the 20 foot front setback for a 6 foot high stockade fence located 10 feet from the front property line at 84 Main Street.

VOTING: unanimous (5-0); motion carried

5. OTHER BUSINESS:

Ron Gauthier told the Board that he will not be seeking reappointment when his current term expires. All the members thanked him for his service and wished him well in the future. His logic and common sense are a valuable asset to the Board and the Village of Essex Junction and will be missed.

6. ADJOURNMENT: MOTION by Jim Moody, SECOND by Bruce Murdough to adjourn.

VOTING: unanimous (5-0); motion carried

The meeting was adjourned at 6:30 PM

Minutes respectfully submitted by Robin Pierce, Community Development Director



**VILLAGE OF ESSEX JUNCTION
TREE ADVISORY COMMITTEE
MINUTES OF MEETING
MAY 20, 2014**

MEMBERS PRESENT: Nick Meyer, Rich Boyers, Paula DeMichele, Warren Spinner

ADMINISTRATION: Darby Mayville, Community Relations and Economic Development
Assistant

1. CALL TO ORDER

The meeting was called to order at 6:07 PM by Nick.

2. ADDITIONS OR AMENDMENTS TO AGENDA

Nick asked to add The Development of a Committee Work Plan to the agenda.

**MOTION by RICH, SECOND by PAULA, to amend the agenda. VOTING: unanimous;
motion carried.**

3. MINUTES REVIEW

Nick stated that he had not reviewed the minutes, and other members stated that they had not either. Therefore, they choose to table the April minutes review.

4. ARBOR DAY UPDATE

Rich said that this event went very well. He said that the event received press coverage from both the Burlington Free Press and the Essex Reporter. Roughly 25 parents attended.

Rich asked if it would be possible to get a planting tub for the new tree?

Nick said that the Village had purchased 15 tubs last year, and that they were being stored at the Public Works garage. He did not think that it would be a problem. He reminded Rich that the tubs do get clogged, and need to be cleaned regularly.

5. TREE PLANTING 2014

Nick said that six trees were picked up and planted by Jamie and Phil of Public Works on May 12th. He said that the trees appear to be doing very well. All of the trees were planted on Main Street. Nick and Development Director, Robin Pierce both reached out to Fairpoint to see if they would allow plantings on their property to no avail. Nick says that he plans to wait a few months and try again.

The committee began to discuss future planting locations. Warren said that there are some dead trees on Pearl Street that could be replaced. He reminded the committee that residential areas should also not be ignored when considering potential areas to plant street trees.

Nick suggested looking at the Village Center area, especially Railroad Avenue. He said that all the wiring on this street is underground, and as a result large trees are not a problem in this location.

The committee decided that they needed to decide which areas to focus on as a part of the master plan process.

Nick mentioned that the inventory identified good planting locations, and suggested that the committee do a walk-through of these areas in the future.

Warren asked Nick for an update on the Five Corners construction project at the former People's United Bank site.

Nick said that they are waiting on Act 250 approval. One of the conditions for this is the approval of a landscape plan. The applicant is supposed to be working with the Village planning department on developing this. This information will be provided to the Planning Commission once it is available.

Warren said that developers in Burlington are strongly pushed to include adequate plantings, and he hopes that Essex Junction is able to do the same.

Nick mentioned that all trees planted as a part of a landscape plan must be replanted if they die within three years. Paula suggested that this be revisited in the future, to determine if there could be a provision to replant trees that are very close to dying, but not actually dead.

The committee decided to revisit the tree planting issues at Post Office Square, which they had discussed at their previous meeting. Nick said that he recently found out that they were required to plant shade trees when the parking lot was renovated. This was not done. He is unsure what will happen as a result of this. Warren said that he spoke with the owner, and recommended a good brand of planters to use for his future planting needs.

6. MULTI USE SAFETY PATH

Darby informed the committee that there has been little progress with this project since their last meeting. She said that the project was taking longer than expected, and that she would keep the committee updated as it progresses.

7. CARING FOR CANOPY GRANT PROGRESS

Warren asked if there was any additional grant money that the committee could use to plant trees this year?

Nick said that there was not, but that the committee would have planting funds at the start of the new fiscal year on July 1st.

Paula asked for clarification regarding what types of activities would be covered by the Caring for Canopy grant funds?

Nick said that this grant would cover pruning and the creation of a master plan. A separate funding source will cover the completion of a street tree inventory.

Nick informed the committee that we had applied for a Caring for Canopy Mini Grant, but that this was rejected. Despite this, the Urban & Community Forestry program is still planning on providing the Village with an intern for the summer. It was easier for this request to not be awarded through a formal grant.

Paula asked where the funding from this program came from?

Warren said that it was mostly federal funds, with minimal state funds.

Nick stated that Rick Jones said he will begin the pruning process after Memorial Day. Warren said that he would be able to assist with a contract, if needed.

8. COMMITTEE WORK PLAN

Nick said that it is important for the committee to focus in on their highest priorities, so that they are able to accomplish as much as possible.

Warren asked if the committee should continue to meet monthly?

Nick said that the committee seems to be accomplishing a lot with their monthly meetings, and wants to stay with this for now.

Warren suggested having a joint meeting with the Planning Commission. He thought that it would be helpful for everyone to meet one another and share ideas.

Nick said that this was a good idea, but should be done after the Planning Commission is finished updating the Comprehensive Plan.

Paula asked for more information on what the Comprehensive Plan is, and how it might affect the committee?

Nick said that it was a general planning document. He suggested that the committee instead review the landscaping section in the Land Development Code.

Warren then suggested establishing a planting plan as a part of the master plan, which will address both public and private property. He said that a master plan could help Essex Junction become a Tree City USA. All agreed that this was a good goal.

Warren stated that it is important for the committee to create a budget for the \$10,000 that they have to spend during the next fiscal year on tree planting. Darby said that she would confirm with Robin and Rick which department the money was housed in, and the level of input that the committee would have in regards to spending it.

Nick stated that he thought that it would be helpful to have Rick Jones, Public Works Superintendent attend the committee's next meeting. This would be helpful to review the budget (both for planting and pruning) and for Rick to give an overview of the inventory system of the committee. The next meeting was moved to 3:30 PM, on June 16th in order to allow Rick to attend.

Warren said that he also thinks that it is important for the committee to consider how they relate with municipal departments, state offices, and possibly even federal offices as a part of their master plan process.

Warren said that he would send a master plan template to the committee for their review. He said that Burlington recently added an emergency management section in their plan.

9. PUBLIC INPUT & COMMITTEE COMMENTS

Paula informed the committee that she would like to discuss with the committee an initiative that Sustainable Williston recently started. They are working on something called the Birth Tree Project, where a tree is planted for each baby that is born to parents who are living in Williston. Williston has roughly 55-60 births per year. The trees are not publically funded, but are purchased by the parents who then plant them on their own property.

Nick suggested that the committee work on bringing awareness of emerald boor disease. He said that it could be something as simple as placing purple ribbons around elm trees to let the public know how many there are in the area. Warren suggested including information in the Essex Reporter. He also mentioned that there would be a training on this issue at Essex High School in June.

Rich mentioned that UVM students had put QR codes on elm trees in Centennial Woods. There was some discussion regarding how the codes were able to be physically affixed to the tree. He said that he would find out more information and share it with the committee at a future meeting.

10. MEETING SCHEDULE

Next meeting

- June 16th at 3:30 PM

Agenda Items

- Minutes review.

- Presentation from Public Works Superintendent Rick Jones on tree care budget & overview of tree inventory programming.
- Canopy Grant update.
- Tree planting updates.
- Update on potential summer intern.
- Public input.

11. ADJOURNMENT

MOTION by RICH, SECOND by WARREN, to adjourn the meeting. VOTING: unanimous; motion carried. The meeting was adjourned at 7:28 PM.

Respectfully submitted,
Darby Mayville

PETER SHUMLIN
Governor



State of Vermont
OFFICE OF THE GOVERNOR

May 9, 2014

RECEIVED

MAY 13 2014

Village of Essex Junction

Village of Essex Junction Board of Trustees
2 Lincoln Street
Essex Junction, VT 05452-3154

Dear Village of Essex Junction Board of Trustees,

Thank you for contacting me regarding the water quality of Lake Champlain. I agree that we must take action to address the problem of phosphorus pollution in Lake Champlain. I am happy to take ideas from all stakeholders into consideration.

Lake Champlain is the region's crown jewel. We all want to work together to ensure a clean Lake Champlain for future generations to enjoy. It supports the health of our communities, adds to the vibrancy of our economy, bolsters our businesses that depend on clean water, keeps drinking water safe for people and treatment costs down, and safeguards the ecological values that we treasure. I'm sure you already know that the state of Vermont, in cooperation with businesses, municipalities, farms, federal partners, and individuals, is taking significant action to reduce nutrient and sediment pollution and other forms of pollution in Lake Champlain and in rivers, lakes, and wetlands across the state. Unfortunately, unhealthy conditions of Lake Champlain and other waters persist, which is unacceptable. We know that we need to do more. I agree that we must address multiple sources of pollution to reduce phosphorus levels in the lake.

We are at a critical time in the recovery of Lake Champlain and its tributaries that flow into it. My administration is working with the U.S. Environmental Protection Agency to develop the Lake Champlain restoration plan that focuses on reducing phosphorus pollution.

Thanks again for sharing your ideas. I will keep your thoughts in mind as we move forward. If I can be of assistance, please do not hesitate to reach out to my office.

Sincerely,

A handwritten signature in blue ink, appearing to be "P. Shumlin", with a long horizontal line extending to the right.

Peter Shumlin
Governor

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



P: 802-878-6944
F: 802-878-6946
E: admin@essexjunction.org

March 27, 2014

The Honorable Peter Shumlin
Governor of the State of Vermont
109 State Street, Pavilion
Montpelier, VT 05609

Dear Governor Shumlin:

We appreciate that your administration has several challenges to address each year. One item that will have lasting effect on Vermont is your letter to the Environmental Protection Agency (EPA) regarding the state's commitment to achieving the Lake Champlain Total Maximum Daily Load (TMDL).

The EPA is looking for reasonable assurance that the corrective action Vermont pursues will address the phosphorus problems in Lake Champlain. Phosphorus TMDL typically centers on point source discharges from stormwater and wastewater treatment facilities. Studies by the EPA and Vermont Agency of Natural Resources (VT ANR) show that continued focus on point sources alone will not achieve the phosphorus TMDL goals.

Vermonters cannot afford to spend money on actions that will not achieve the required phosphorus reduction. The January 13, 2014 "Lake Champlain Phosphorus Removal - Final Report" notes improvements to achieve a 0.2 mg/L phosphorus discharge at the Essex Junction wastewater facility are listed as \$153,000. Our engineer's estimates for the same improvements are \$800,000 above the \$2 M invested for enhanced phosphorus removal in our current facility construction project. We share a common concern on the accuracy of the financial costs presented in the Final Report.

The burden of phosphorus reduction is not just on Vermonters. However, because of Vermont's environmental ethics, we are ahead of the curve and will be tasked with "heavy lifting" in addressing the problems in the Lake Champlain basin as others lag behind.

We urge you to adopt broad approaches to water quality remediation that are innovative and involve all segments of the basin and sectors contributing phosphorus to the lake. Going back to direct discharges alone is not cost effective nor will it solve the problem. Innovation such as offsets or offsets across program boundaries will allow for funding across sectors. Broad and consistent approaches will control nutrients and stormwater in an environmentally sustainable way across the state.

As Vermonters, we are all committed to phosphorus reduction. Without the broad commitment, compliance will be forced upon a select few at the local level with no return on their investment. Those communities with wastewater and stormwater facilities will be required to do more with little impact on total phosphorus reduction. Under this approach the largest contributors of phosphorus in the Lake Champlain basin will remain unchecked. Anything less than a comprehensive plan will not gather EPA support. Addressing point source discharges alone would present the worst type of unfunded mandate on point source discharges. The ANR has already confirmed that point source corrections alone will not solve the problem.

We urge you to engage municipal permit holders to develop creative solutions to basin-wide funding approaches so that we invest in phosphorus reduction efficiently and effectively. We cannot afford to waste precious state and local financial resources.

Thank you for your consideration as you formulate your response to EPA.



George Tyler
Village Trustee President



Daniel Kerin
Village Trustee Vice President



Lori Houghton
Village Trustee



Elaine Sopchak
Village Trustee



Andrew Brown
Village Trustee

cc: Tim Jerman, State Representative
Linda Waite-Simpson, State Representative
Virginia Lyons, State Senator
Diane Snelling, State Senator
Tim Ashe, State Senator
Philip Baruth, State Senator
David Zuckerman, State Senator
Michael Sirotkin, State Senator
David Mears, Commissioner VT ANR DEC
Pat Scheidel, Village Manager



CHAMPLAIN VALLEY

EXPOSITION

RECEIVED

MAY 23 2014

Village of Essex Junction

May 21, 2014

Dear Exposition Neighbor:

We'd like to invite you to our annual Champlain Valley Exposition Neighbor Meeting scheduled for **Tuesday, June 10, 2014 at 7:00 PM** in the Bissonette Room in the Blue Ribbon Pavilion on the grounds of the Exposition, 105 Pearl Street in Essex Junction, Vermont.

This meeting allows our neighbors to review CVE's plans for the upcoming events and the 2014 Fair. If you have common issues for discussion, we'll be pleased to address them. Our goal is to continue our positive relationship with our residential and commercial neighbors.

I hope you'll be able to attend this neighbor meeting and look forward to seeing you on June 10th.

Thank you.

Sincerely,



Timothy P. Shea
Executive Director

PARKS LEASE AGREEMENT

This Parks Lease Agreement (the "Agreement") is entered into in duplicate on the 26 day of August, 2011, by and between the VILLAGE OF ESSEX JUNCTION (hereinafter referred to as "LANDLORD") and ESSEX JUNCTION INCORPORATED SCHOOL DISTRICT (hereinafter referred to as "TENANT").

WITNESSETH:

WHEREAS, TENANT desires to lease from LANDLORD the real property located in the Village of Essex Junction, Vermont, known as Maple Street Park, Cascade Street Park and Stevens Park; and

WHEREAS, LANDLORD is willing to lease to TENANT the aforesaid real property, in consideration of TENANT's acceptance of the delegation to TENANT of the conduct of the LANDLORD'S recreation programs pursuant to 31 V.S.A. § 203, and the other terms and conditions described herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. GRANT; PREMISES.

Subject to the all the terms and conditions set forth in this Agreement, LANDLORD hereby grants, leases and demises to TENANT, and TENANT hereby hire, lease and take from LANDLORD, the lands and premises more particularly described in Exhibit A of this Agreement (the "Demised Premises"), together with all rights, privileges, easements and other interests appurtenant thereto, and all buildings, structures and other improvements located thereon.

The Demised Premises include the portion of the Maple Street Park (the "IBM Land") leased to LANDLORD for a term of ten years by International Business Machines Corporation ("IBM") under an Indenture of Lease made as of September 1, 2009 (the "IBM Lease"). This Agreement shall constitute a sublease with respect to the IBM Land. LANDLORD shall continue to perform and discharge all of the tenant's obligations and duties under the IBM Lease during the term of this sublease. LANDLORD shall obtain the consent of IBM to the grant of this sublease to TENANT, as required by the IBM Lease, and shall give all notices, obtain all consents, and take all other actions required to comply with or keep in effect the IBM Lease during the term of this sublease. LANDLORD shall not amend or terminate the IBM Lease without TENANT's advance written consent. TENANT shall have the same rights, and the same duties and obligations to LANDLORD, as subtenant with respect to the IBM Land, that LANDLORD has and will have as prime tenant under the IBM Lease, except as specifically set forth in this Agreement; in the event of any conflict or inconsistency between the terms and conditions of this Agreement with respect to the IBM Land, and the terms and conditions of the IBM Lease, the terms and conditions of the IBM Lease shall govern and prevail.

Essex, Vermont Town Clerk's Office
September 1, 2011 at
11 o'clock 00 minutes A M
Received for record and recorded in
book 852 on page 462-473
of Essex Land records.
Attest: Cheryl Murney
Town Clerk

2. **LEASE TERM.**

The lease granted by this Agreement shall have an initial term of three years, commencing on July 1, 2011 and ending on June 30, 2014. The term of this lease shall be extended for additional, consecutive terms of one year each, commencing on July 1, 2014 and on each July 1 thereafter, without any further action by either party, unless either party has provided a written notice of renegotiation to the other party at least two years prior to the commencement of any extension term. Upon delivery of such notice, the parties shall renegotiate in good faith the terms and conditions of this lease for said extension term and any subsequent extension terms. If, despite such good faith negotiations, the parties fail to enter into a written amendment to this Agreement to extend the lease prior to the commencement of said extension term, the term of this lease shall expire as of the day that said extension term would have commenced.

3. **RENT.**

TENANT shall pay the LANDLORD as rent for the Demised Premises the sum \$500.00 per year, payable on or before September 1 of each year during the term of this lease, commencing with September 1, 2013. The rent payable hereunder by TENANT is to reimburse LANDLORD for the annual rent payable by LANDLORD under the IBM Lease; although the annual rent payments under the IBM Lease commenced on September 1, 2010, LANDLORD and TENANT have agreed that TENANT's obligation to reimburse LANDLORD for such annual rent payments shall commence on September 1, 2013.

4. **TAXES AND UTILITY CHARGES.**

TENANT shall pay, as and when the same shall become due and payable, all state and municipal property taxes and special and general assessments which shall be imposed on or with respect to the Demised Premises, or any building, structures or other improvements located thereon, during the term of this lease. TENANT shall also timely pay all charges for public or private utility services to the Demised Premises during the term of this lease, including but not limited to charges for water, sewer, gas, electricity, telephone and cable communications services. Taxes, assessments and utility charges imposed with respect to fiscal periods during which the term of this lease commences, expires or terminates shall be apportioned *pro rata* between LANDLORD and TENANT in accordance with the portion of such fiscal period during which the lease shall be in effect.

5. **USE OF PREMISES.**

The Demised Premises shall be used for recreational activities and for any other lawful purposes incidental or related thereto.

6. **IMPROVEMENTS, ADDITIONS, REPAIRS.**

TENANT shall have the right, at its cost, to construct on the Premises from time to time during the term of this lease, such recreational buildings, structures and other improvements, and to make such alterations, replacements and additions to the buildings, structures and other

improvements existing on the Demised Premises, as the TENANT shall determine, provided that TENANT shall first obtain LANDLORD'S written consent to any material physical change in or to the Demised Premises, and that LANDLORD shall first obtain IBM's consent as required under the IBM Lease. TENANT shall be solely responsible, at its cost, for obtaining any and all permits and approvals or amendments thereto required from any government authority for such construction, alterations, replacements and additions. LANDLORD shall cooperate with and assist TENANT in obtaining such permits and approvals and such consent from IBM.

TENANT shall, at all times during the term of this lease, keep and maintain in good condition and repair the Demised Premises including all buildings, structures and other improvements at any time erected or placed on the Demised Premises, and shall use all reasonable precaution to prevent waste, damage or injury. TENANT's maintenance obligations shall include, without limitation, snow removal and landscaping maintenance on the Premises.

LANDLORD shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations in or to the Demised Premises during the term of this lease. On the last day or earlier termination of the term of this lease, TENANT shall quit and surrender the Demised Premises to the LANDLORD, in good condition and repair, ordinary wear and tear and damage by casualty and condemnation excepted. Any building, structures and other improvements existing on the Demised Premises as of the date of such surrender shall become the property of the LANDLORD, but TENANT shall have the right to remove all personal property and trade fixtures, provided that TENANT repairs any damage caused by the removal of said trade fixtures.

7. **REQUIREMENTS OF PUBLIC AUTHORITY.**

During the term of this lease, TENANT shall, at its own expense and cost, promptly observe and comply with all present and future laws, ordinances, requirements, orders, rules and regulations of the federal, state and local governments, and of all governmental authorities affecting the Demised Premises or the improvements thereto or any part thereof. TENANT shall also pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees that may in any manner arise out of or be imposed because of the failure of TENANT to comply with the covenants of this section.

TENANT, after notice to LANDLORD may, by appropriate proceedings conducted promptly at its own expense, in its name, contest in good faith the validity or enforcement of any law, ordinance, requirement, order, rule or regulation of the federal, state or local governments, and may defer compliance therewith provided that (1) such non-compliance shall not constitute a crime on the part of the LANDLORD, (2) the TENANT shall diligently prosecute such contest to final determination by a Court, department or governmental authority or body having final jurisdiction, and (3) the TENANT shall furnish the LANDLORD with such security, by bond or otherwise, as the LANDLORD may reasonably request in connection with such contest. The LANDLORD agrees to cooperate reasonably with the TENANT, and to execute any documents or pleadings reasonably required, for the purpose of any such contest, provided that, the TENANT shall discharge any expense or liability of the LANDLORD in connection therewith.

8. **COVENANT AGAINST LIENS.**

If, because of any act or omission of TENANT, any lien, charge or order for the payment of money shall be filed against LANDLORD or any portion of the Demised Premises, TENANT shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from LANDLORD to TENANT of the filing thereof; and TENANT shall indemnify and save harmless LANDLORD against and from all costs, liability, suits, penalties, claims and demands, including reasonable counsel fees resulting therefrom.

9. **ASSIGNMENT AND SUBLETTING.**

TENANT shall not assign, sublet, mortgage or otherwise encumber the lease or any of its interests in the Premises under this Agreement without LANDLORD'S advance written consent.

10. **INDEMNITY.**

Tenant's Indemnity. TENANT hereby indemnifies, and agrees to defend and hold harmless, LANDLORD from and against all claims, demands, causes of action, judgments, liabilities, obligations, damages and penalties, including reasonable counsel fees, arising from bodily or personal injury, death, or property damage or destruction occurring on or about the Demised Premises caused by the negligence or willful misconduct of TENANT or its agents or employees. When the claim is caused by the joint negligence or willful misconduct of TENANT or its contractors, agents or employees, and of LANDLORD or a third party unrelated to TENANT or their respective contractors, agents or employees, TENANT's duty to defend, indemnify and hold LANDLORD harmless shall be in proportion to TENANT's allocable share of the joint negligence or willful misconduct.

Landlord's Indemnity. LANDLORD hereby indemnifies, and agrees to defend and hold harmless, TENANT from and against all claims, demands, causes of action, judgments, liabilities, obligations, damages and penalties, including reasonable counsel fees, for bodily or personal injury, death, or property damage or destruction occurring on or about the Demised Premises caused by the negligence or willful misconduct of LANDLORD or its agents or employees. When the claim is caused by the joint negligence or willful misconduct of LANDLORD or its contractors, agents or employees, and of TENANT or a third party unrelated to LANDLORD or their respective contractors, agents or employees, LANDLORD's duty to defend, indemnify, and hold TENANT harmless shall be in proportion to LANDLORD's allocable share of the joint negligence or willful misconduct.

11. **INSURANCE.**

TENANT shall provide, at its expense, and keep in force during the term of this lease, commercial general liability insurance in a good and solvent insurance company or companies licensed to do business in the State of Vermont in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00) with respect to injury or death to any one person and TWO MILLION DOLLARS (\$2,000,000.00) with respect to injury or death of more than one person in any one accident or other occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) with

respect to damage to or destruction of property. Such policy or policies shall include LANDLORD as an additional insured. TENANT agrees to deliver certificates of such insurance to LANDLORD, at the request of LANDLORD.

TENANT further shall, at its expense, provide and maintain at all times all necessary workmen's compensation insurance covering all persons employed by TENANT on or about the Demised Premises.

During the term of this lease, TENANT shall, at its expense, keep all buildings, structures and other improvements erected by TENANT on the Demised Premises at any time insured for the benefit of LANDLORD and TENANT, as their respective interests may appear, against loss or damage by fire and other casualty under all-risks property insurance policies in a minimum amount necessary to avoid the effect of co-insurance provisions of the applicable policies. In no event shall the insurance coverage be less than the cost of replacement.

Not less than thirty (30) days before the expiration of any such policy, TENANT shall deliver to LANDLORD evidence of the policy's renewal, or a new certificate, together with evidence that premiums were paid for the renewal period or new policy, as the case may be. All such policies shall require the insurer to provide thirty (30) days prior written notice to LANDLORD of any cancellation or expiration of the policy and of any material change in coverage.

LANDLORD shall, as fee owner or sub-landlord of the Demised Premises, provide, at its expense, and keep in force during the term of this lease, commercial general liability insurance in the same amounts required of TENANT, and such policy shall include TENANT as an additional insured.

12. DAMAGE AND DESTRUCTION.

In the event that at any time during the term of this lease the buildings, structures or other improvements on the Demised Premises shall be destroyed or damaged, in whole or in part, by fire or other casualty, then, TENANT, at its own expense and cost, shall either (i) cause the same to be repaired, replaced or rebuilt within a reasonable time from the date of casualty loss, or (ii) remove all damage and debris, and return the site to a level graded condition, so that the does not create a nuisance or eyesore in the neighborhood. Notwithstanding any damage or destruction to the improvements of TENANT, this lease shall continue in full force and effect until otherwise terminated herein. Notwithstanding the provisions of the IBM Lease, if TENANT elects not to repair, restore or replace damaged or destroyed buildings located on the IBM Land, then LANDLORD shall be solely responsible for such repair, restoration or replacement as required by the IBM Lease, and TENANT shall make the proceeds of its property insurance available to LANDLORD for such purposes.

13. CONDEMNATION.

If any portion of the Demised Premises shall be taken or condemned by a competent public authority (other than by LANDLORD or TENANT) for any public or quasi-public use, this lease

shall terminate with respect to such portion and any remaining portion of the Demised Premises that is unsuitable for the purposes of this lease, as of the date upon which title shall vest in the condemning authority. In the event of any such taking or condemnation, the award or payment in lieu of an award shall be apportioned among LANDLORD and TENANT as follows: first, LANDLORD shall receive that portion of the award or payment in lieu an award which represents the fair market value of the portion of the Demised Premises taken or condemned, without improvements or additions constructed by TENANT, and second, TENANT shall receive any remaining balance, provided that any award with respect to the IBM Land or improvements or additions thereto shall be apportioned between LANDLORD and TENANT as provided in the IBM Lease.

13. **QUIET ENJOYMENT.**

TENANT, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this lease, without hindrance or molestation by LANDLORD. LANDLORD represents and warrants to TENANT that it has good and marketable fee simple title and/or leasehold title to the Demised Premises, that the Demised Premises are free and clear of all mortgages, liens or other encumbrances, and LANDLORD has the power and authority to execute and deliver this lease and to carry out and perform all covenants to be performed by it hereunder.

14. **DEFAULT.**

In the event of TENANT's failure to pay the rental due hereunder, any property taxes or other municipal assessments when due, or any other charges or expenses referred to in this Agreement when the same shall be due and payable, or TENANT'S failure to perform any of the other material covenants, conditions and agreements herein contained on TENANT's part to be kept or performed, and the continuance of such failure without curing the same or taking reasonable steps to cure the same, for a period of thirty (30) days after receipt by TENANT of notice in writing by from LANDLORD specifying in detail the nature of such failure, then LANDLORD may, at LANDLORD's option, give to TENANT a notice of election to terminate this lease upon a date specified in such notice, which date shall not be less than thirty (30) business days after the date of receipt by TENANT of such notice from LANDLORD, and upon the date specified in said notice, the term and estate hereby vested in TENANT shall cease and any and all other right, title and interest of TENANT hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this lease had elapsed, but TENANT shall continue to be liable to LANDLORD for all rental due for the entire term of the lease, together with all costs, charges and attorneys' fees which LANDLORD may incur in connection with any action by LANDLORD against TENANT hereunder or in connection with reletting said property.

In connection with any alleged defaults by TENANT, with the exception of TENANT's failure to pay rent or other charges or expenses, the parties understand and agree that if TENANT is making a good faith attempt to correct the condition of default under this lease, LANDLORD

may not elect to terminate this lease, unless the condition of default has not been fully corrected within ninety (90) days after first being notified by LANDLORD.

If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorney's fees to be paid by the losing party as fixed by the Court.

15. **WAIVERS.**

Failure of LANDLORD to complain of any act or omission on the part of the TENANT shall not be deemed to be a waiver by LANDLORD of any of its rights hereunder.

16. **INTERPRETATION.**

This lease and the performance thereof shall be governed by and construed in accordance with the laws of the State of Vermont.

17. **RECORDING OF LEASE AGREEMENT.**

This Agreement may be recorded by either party. In the alternative, either the LANDLORD or the TENANT may request that both parties agree to and sign and record a memorandum of lease stating the names of the parties, the description of the Demised Premises, the term of this lease, and such other additional information as may be reasonably necessary to comply with the provisions of 27 V.S.A. § 341(c).

18. **INSPECTION BY LANDLORD.**

Agents and other representatives of LANDLORD shall have the right to enter into and upon the Demised Premises, or any part thereof, at all reasonable hours for the purpose of examining the same for the safety or preservation or the repair of any part or portion of the Demised Premises in the event of a breach of the terms hereof by TENANT relating to repairs and hereinbefore provided, but LANDLORD assumes no obligation so to do or to inspect.

19. **HAZARDOUS MATERIALS.**

TENANT shall not use, transport, store, dispose of or in any manner deal with hazardous materials on the Demised Premises, except in compliance with all applicable federal, state and municipal laws, ordinances, orders, requirements, rules and regulations. The term "hazardous materials" as used in this Agreement shall include, without limitation, gasoline, petroleum products, explosives, radioactive materials, or any other substance or materials defined as a hazardous or toxic substance or material by any federal, state or local law, ordinance, order, requirement, rule or regulation.

TENANT hereby indemnifies, and agrees to defend and hold harmless, LANDLORD from and against all loss, cost and expense (including reasonable counsel fees) of whatever nature suffered or incurred by LANDLORD on account of the release or discharge at, on, from

or to the Demised Premises during the term of this lease, by TENANT or its contractors, agents or employees, of any hazardous material, including but not limited to any claims, costs, losses, liabilities and expenses arising from the violation (or claimed violation) of any law, ordinance, order, requirement, rule or regulation or the institution of any action by any party against LANDLORD, TENANT or the Demised Premises based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of any hazardous material or the imposition of a lien on any part of the Demised Premises under any law pursuant to which a lien or liability may be imposed on LANDLORD due to the existence of any hazardous material. TENANT unconditionally and irrevocably guarantees the payment of any fees and expenses incurred by LANDLORD in enforcing the liability of TENANT and this indemnification should LANDLORD prevail in such action.

LANDLORD hereby indemnifies, and agrees to defend and hold harmless, TENANT from and against all loss, cost and expense (including reasonable counsel fees) of whatever nature suffered or incurred by TENANT on account of the existence at or on the Demised Premises, or the release or discharge at, on, from or to the Demised Premises, not caused by TENANT or its contractors, agents or employees, of any hazardous material, including but not limited to any claims, costs, losses, liabilities and expenses arising from the violation (or claimed violation) of any law, rule, regulation or ordinance or the institution of any action by any party against LANDLORD, TENANT or the Demised Premises based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of any hazardous material or the imposition of a lien on any part of the Demised Premises under any law pursuant to which a lien or liability may be imposed on TENANT due to the existence of any hazardous material. LANDLORD unconditionally and irrevocably guarantees the payment of any fees and expenses incurred by TENANT in enforcing the liability of LANDLORD and this indemnification should TENANT prevail in such action.

If any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work is required under any applicable federal, state or municipal law, ordinance, rule or regulation, or by order or requirement of any governmental entity, or in order to comply with any agreements affecting the Demised Premises (collectively, the "Remedial Work") because of, or in connection with, any occurrence or event covered by TENANT's or LANDLORD's indemnity set forth above, the indemnifying party shall either perform or cause to be performed the Remedial Work in compliance with such law, ordinance, order, requirement, rule, regulation or agreement, or shall promptly reimburse the indemnified party for the cost of such Remedial Work. If the indemnifying party elects to perform the Remedial Work, all Remedial Work shall be performed by one or more contractors selected by indemnifying party and approved in advance in writing by the indemnified party and under the supervision of a consulting engineer, selected by the indemnifying party and approved in advance in writing by the indemnified party. Otherwise, the indemnified party shall select the contractor(s) and the consulting engineer. All costs and expenses of such Remedial Work shall be paid either directly, or in the form of reimbursement to the indemnified party by the indemnifying party, including but not limited to the charges of such contractor(s) and the consulting engineer, and the indemnified party's reasonable counsel fees and costs incurred in connection with monitoring or review of such Remedial Work. If the indemnifying party shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion,

such Remedial Work, the indemnified party may cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, shall be covered by the indemnity set forth above. All such costs and expenses shall be due and payable upon demand therefor by the indemnified party.

20. **ESTOPPEL CERTIFICATE.**

Each party shall, without charge, at any time and from time to time, within 10 business days after the request by the other party, deliver a written instrument to such party or to any other person, firm, or corporation specified by such party, duly executed and acknowledged, certifying that this lease is unmodified and in full force and effect or, if there has been any modification, that the said case is in full force and effect as modified, and stating any and all such modifications; and specifying the dates to which the rental and other charges provided for herein have been paid.

21. **SEVERABILITY.**

The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

22. **CAPTIONS.**

Article and paragraph captions are not a part hereof.

23. **INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS.**

This Agreement contains all agreements of the parties with respect to any matters by the parties heretofore mentioned. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

24. **CUMULATIVE REMEDIES.**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. **CONSENTS.**

Wherever in this Agreement the consent of one party is required to an act of the other party such consent shall not be unreasonably withheld or delayed.

26. **NOTICES.**

Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, and if given personally or by mail, shall be deemed made and sufficiently given if addressed to TENANT or to LANDLORD at the address noted herein below. Either party may, by notice to the other, specify a different

address for notice purposes. A copy of all notices required or permitted to be given to LANDLORD hereunder shall be concurrently transmitted to such party or parties at such address as LANDLORD may from time to time hereafter designate by notice to TENANT.

LANDLORD: VILLAGE OF ESSEX JUNCTION
David A. Crawford, Village Manager
2 Lincoln Street
Essex Junction, VT 05452

with a copy to: VILLAGE ATTORNEY
Law Offices of David A. Barra PLC
Attention: David A. Barra, Esq.
26 Railroad Avenue, P.O. Box 123
Essex Junction, VT 05453-0123

TENANT: ESSEX JUNCTION INCORPORATED SCHOOL DISTRICT
Dr. Michael R. Deweese
Chittenden Central Supervisory Union
51 Park Street
Essex Junction, VT 05452

with a copy to: SCHOOL DISTRICT ATTORNEY
Paul O'Brian, Esq.
Chittenden Central Supervisory Union
51 Park Street
Essex Junction, VT 05452

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on
the 18th day of July, 2011.

IN PRESENCE OF:

Teresa A. Hass
Witness Patricia A. Benoit

THE VILLAGE OF ESSEX JUNCTION

By: David A. Crawford
David A. Crawford,
Village Manager

ESSEX JUNCTION
INCORPORATED SCHOOL
DISTRICT

Judith DeHara
Witness Sandra Emery

By: Michael R. Deweese
Michael R. Deweese
Superintendent

MEMORANDUM OF AGREEMENT

The Village of Essex Junction ("Village") and the Essex Junction Incorporated School District ("District") have reached the following agreement to resolve pending litigation and provide a basis to assure the long-term success and excellence of recreation programs in Essex Junction. This Agreement amends the original Memorandum of Agreement executed by the parties on March 24, 2011 and has the following terms:

1. Pursuant to 31 V.S.A. §203, the Village delegates to the District the conduct of the recreation program in the Village of Essex Junction. This delegation does not affect or diminish any other powers the District has under law (including its charter) to operate its own recreation programs.
2. No later than June 1, 2011, the District and the Village shall enter a written lease agreement allowing the District to use Maple Street Park, Cascade Park and Stevens Park for recreation purposes during the term of this Agreement. The lease shall provide that the District shall defend, indemnify and hold the Village harmless from all claims, suits, actions, damages and expenses in connection with loss of life, bodily or personal injury or property damage arising from any occurrence which is the result of any negligence on the part of any Parks and Recreation employees or their agents. The Lease shall also provide that as long as the District is operating, maintaining, and administering Parks and Recreation, it shall maintain a combined single limit insurance policy of one million (\$1,000,000) dollars aggregate for general liability and property damage and name the Village of Essex Junction as an additional insured. Annually, the District shall provide a certificate from the insuring company indicating that such policy has been issued and is in force and that said insurance company agrees to notify the Village Manager at least ten (10) days prior to the date of termination of or change in said policy for the maintenance of insurance. There shall be no payment for use of the parks pursuant to the abovementioned lease. Provided, however, that beginning in Fiscal Year 2013, the District shall reimburse the Village for \$500 annual payment for land leased from IBM that is used for recreation. The Village and District will cooperate in the negotiation of any extension of the IBM lease.
3. At least once a year, the District and the Village shall hold a joint public meeting to address any issues of common interest. The District and the Village will work together to assure effective communication on all issues of common interest. The District and the Village shall discuss any issues related to any potential merger of the Town and the Village, or the District and other school districts. A meeting shall be held on the first Wednesday of March, or such other dates as would be established by agreement of the Village and the District.
4. The Recreation Advisory Council shall be changed as follows: A) There shall be two new voting members added immediately; one must be a member of the Prudential Committee, and the other must be a member of the Village's Board. B) The terms of the six adult members shall be filled by members of the public and staggered, so two expire in one year, two expire in two years, and two expire in three years. Upon expiration of these terms, their successors shall each have three year terms. The Village and the District shall each appoint one member in years one, two and three, none of whom shall be members of the Parties' respective governing boards. There shall also be a youth

member, appointed by the District, who shall serve a one-year term. C) The Recreation Advisory Council shall communicate directly to the Village Board and the Prudential Committee on issues of interest to the Board and the Prudential Committee through their ex officio members and in advance of the annual meeting discussed in paragraph three.

5. This Agreement will commence on July 1, 2011, and shall have an initial term of three years (ending on June 30, 2014). The initial term will be extended for an additional one year on each July 1 thereafter, unless prior to that date, a party has provided a written notice of renegotiation. Upon delivery of such notice, the contract will stay in force for its remaining two years, and shall expire if there is no written agreement on its renegotiation. The intent of this provision is to provide the stability of a rolling three-year agreement, but also provide the parties with a two-year window to renegotiate before the expiration of an agreement. This Agreement may not be assigned by either party without the written consent of the other.

6. By March 31, 2011, the Parties shall file a stipulation of dismissal of the pending lawsuit and counterclaim with prejudice. Each side shall bear its own costs and attorney's fees.

7. This Agreement is the successor to written Agreements between the Village and District that were dated February 12, 2001 (and later extended through June 30, 2010) and March 15, 2010, which extended to June 30, 2011.

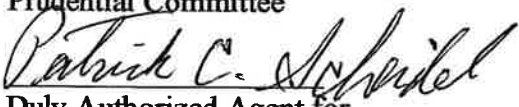
8. Agreed Upon Public Statement.

The Village of Essex Junction Board of Trustees and the Essex Junction Prudential Committee are pleased to announce that they have reached an agreement to settle their lawsuit. The agreement dismisses the pending lawsuit and describes how the Board and Prudential Committee will work together in the future to address their shared interest in continuing the successful recreation program.

The agreement has an initial term of three years with annual one-year extensions. If the Board and the Prudential Committee want to renegotiate terms in the future, there will be at least two years for negotiations before the agreement expires. The Agreement provides for at least one meeting a year between the Board and the Prudential Committee. It also ensures active participation by both the Board and the Prudential Committee in the Recreation Advisory Council. As part of the agreement, the Board and Prudential Committee have also agreed to sign a lease for the Maple Street, Cascade and Stevens parks.

Dated at Essex Junction, Vermont, this 9th day of Dec, 2013.


Duly Authorized Agent for
Prudential Committee


Duly Authorized Agent for
Village of Essex Junction

STATE OF VERMONT
NATURAL RESOURCES BOARD
DISTRICT #4 ENVIRONMENTAL COMMISSION
111 West Street
Essex Junction, VT 05452

RECEIVED
MAY 30 2014
Village of Essex Junction

RE: Green Meadow Apartments, LLC
1205 North Avenue
P.O. Box 3009
Burlington, VT 05408

Application #4C1265
Hearing Recess Order
10 V.S.A. §§ 6001-6092 (Act 250)

and

Amber Lantern, LLC
1205 North Avenue
P.O. Box 3009
Burlington, VT 05408

I. Introduction

On May 22, 2014, the District Commission held a public hearing for the above referenced application located at 111 West Street, Essex Junction. A site visit was held immediately preceding the hearing. Pursuant to Act 250 Rule 13(B), the Commission recessed the hearing pending submittal of additional information by the Parties as set forth below.

II. Party Status

- A. The following persons have party status pursuant to 10 V.S.A. § 6085(c)(1):
1. The **Applicants** were represented at the hearing by Greg Rabideau, Rabideau Architects; Bill Nedde, Krebs and Lansing Consulting Engineers, Inc.; Roger Dickinson, Lamoureux and Dickinson; Carl Lisman, Esq., Lisman Leckerling, P.C.; Jeff Rubman and Bradd Rubman, Applicant.
 2. The **Chittenden County Regional Planning Commission** was represented through a letter dated May 8, 2014 from Charlie Baker, Executive Director.
 3. The **Agency of Natural Resources** through an Entry of Appearance, dated May 21, 2014, by Jennifer Mojo, Regulatory Planning Analyst.
- B. At the hearing, the Chair preliminarily granted or denied party status to the following parties under the listed criteria:
1. Timothy Cook, 23 Athens Drive, Essex Junction; Granted party status under Criteria 1(G) (Wetlands), 5 (Traffic), and 10 (Town Plan).
 2. Kate Soules, 27A Athens Drive, Essex Junction; Granted party status under Criteria 5 (Traffic), 8 (Aesthetics, Natural Areas), 8(A) (Wildlife Habitat) and 10 (Town Plan).
 3. Elizabeth Logan, 15 Athens Drive, Essex Junction; Granted party status under Criteria 8 (Aesthetics, Natural Areas), 8(A) (Wildlife Habitat). Denied party status under Criterion 9(F) (Energy Conservation).

Pursuant to 10 V.S.A. § 6085(c)(6), the Commission will re-examine its party status decisions prior to the close of the hearing and will state its final party status decisions either in the decision it issues on the case or in a separate memorandum.

III. Supplemental Evidence

Pursuant to Act 250 Rule 20(A), and with regard to the testimony provided, the Commission requires that the **Applicant** submit the following information:

1. A Wastewater System and Potable Water Permit from the Wastewater Management Division, Agency of Natural Resources.
2. A Stormwater Discharge Permit from the Watershed Management Division, Agency of Natural Resources.
3. A Construction General Permit from the Watershed Management Division, Agency of Natural Resources.
4. A Wetlands Permit from the Watershed Management Division, Agency of Natural Resources.
5. A cross-section of the stream crossing of the proposed emergency vehicle access driveway.
6. A copy of the settlement agreement issued as a result of the Athens Drive Citizens Committee appeal to the Vermont Superior Court, Environmental Division.
7. A revised set of plans detailing the minor changes to footprints and utilities, as discussed at the hearing.
8. Please address the feasibility of installing conduit as part of this Project for future electric vehicle charging stations in the underground parking areas and the surface parking lots.

With regard to Criterion 5 (Traffic), the Commission requires that **The Village of Essex Junction** submit the following information:

1. Information regarding the impact of the proposed project on traffic congestion and safety at the Five Corners. The Commission understands that the Village of Essex Junction has jurisdiction over VT Routes 2A, 15 and 117 at the Five Corners.
2. Information regarding the application of the "fair share" policy on any planned highway improvements including but not limited to the Crescent Connector.
3. Information regarding if and how the proposed Crescent Connector will alleviate congestion at the Five Corners.

IV. Order

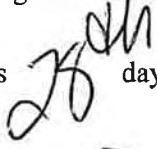
1. The Commission requests the above documentation be provided to all parties listed on the attached certificate of service and that **four (4)** paper sets plus a digital version of the documentation be submitted to the District Commission Office on or before **June 13, 2014**. All filings must be received in the District Commission office no later than **4:30 p.m.** on the date scheduled, unless another time is specifically required or authorized. The Commission requests that the Commission's digital version be supplied on a CD-ROM or attached as an email to the NRB public folder (nrb-act250essex@state.vt.us) or, if larger than 3 MB in size, uploaded to the NRB ftp site (see <http://www.nrb.state.vt.us/lup/publications/efilingguidelines.pdf>). Any upload to the NRB ftp site should be followed up with an email to the NRB public folder and to the District Coordinator informing that the files have been uploaded.

Telefax filings are not permissible, unless specifically requested and authorized by the Coordinator. **The parties will have until June 23, 2014 to submit any rebuttals.**

After the above information has been received, the Commission will reconvene the hearing only if there are outstanding questions or if a party has reasonable questions about the additional information. If the information has not been received within 30 days from the date of this notice, or if the hearing is not reconvened, the Commission will set a date for adjournment and issue a final decision based on the existing record following a full deliberation of the issues. If the applicant wishes to continue the recess beyond 30 days from the date of this notice it must notify the District Commission in writing on or before the 30th day.

An appeal from this order may be filed with the Environmental Court in accordance with 10 V.S.A. Chapter 220 and the Rules for Environmental Court Proceedings.

If any party has any questions or wishes to request the hearing be reconvened, please call the district coordinator, Stephanie H. Monaghan at 802/879-5662.

Dated at **Essex Junction**, Vermont this  day of May, 2014.



Thomas A. Little, Chair
District #4 Environmental Commission

CERTIFICATE OF SERVICE

hereby certify on this 28th day of May, 2014, a copy of the foregoing **ACT 250 Application #4C1265 HEARING DECISION ORDER**, was sent by U.S. mail, postage prepaid to the following individuals without email addresses and by email to the individuals with email addresses listed.

Note: any recipient may change its preferred method of receiving notices and other documents by contacting the District Office staff at the mailing address or email below. If you have elected to receive notices and other documents by email, it is your responsibility to notify our office of any email address changes. All email replies should be sent to nrb-act250essex@state.vt.us Please note you can now fill out and submit the Act 250 survey online at: <http://permits.vermont.gov/act250-survey> instead of printing and mailing the attached pdf version.

Green Meadows Apartments, LLC
Amber Lantern, LLC
Bradd Rubman
1205 North Avenue
PO Box 3009
Burlington, VT 05408
bradd@appletrubay.com

Jeff Rubman
47 Crescent Beach Drive
Burlington, VT 05401

Greg Rabideau
Rabideau Architects
550 Hinesburg Road, Suite 101
South Burlington, VT 05403
greg@rabideau-architects.com

Bill Nedde
Nedde & Lansing Consulting Engineers
Main Street, Suite 201
Colchester, VT 05446
bill.nedde@krebsandlansing.com

Roger Dickinson
Lamoureux and Dickinson
14 Morse Drive
Essex Jct., VT 05452
roger@ldengineering.com

Carl Lisman, Esq.
Lisman Leckerling, P.C.
PO Box 728
Burlington, VT 05401
clisman@lisman.com

Timothy Cook
23 Athens Drive
Essex Junction, VT 05452

Kate Soules
27A Athens Drive
Essex Jct., VT 05452

Elizabeth Logan
15 Athens Drive
Essex Jct., VT 05452

Chair, Selectboard/Chair, Planning Commission
Town of Essex
81 Main Street
Essex Jct., VT 05452

Chair, Village Trustees
Chair, Village Planning Commission
Village of Essex Jct.
2 Lincoln Street
Essex Jct., VT 05452

Charlie Baker, Executive Director
Regina Mahony, Senior Planner
Chittenden County Reg. Planning Commission
110 West Canal Street, Suite 202
Winooski, VT 05404
cbaker@ccrprcv.org
rmahony@ccrprcv.org

Elizabeth Lord, Land Use Attorney
Jennifer Mojo, Regulatory Planning Analyst
National Life Drive, Davis 2
Montpelier, VT 05602
anr.act250@state.vt.us
Jennifer.mojo@state.vt.us

Barry Murphy
Vt. Dept. of Public Service
112 State Street, Drawer 20
Montpelier, VT 05620-2601
barry.murphy@state.vt.us

Craig Keller
Utilities & Permits/VTrans
One National Life Drive, Drawer 33
Montpelier, VT 05633
craig.keller@state.vt.us

Beth Fenstermacher, Act 250 Coordinator
Vt. Agency of Agri., Food & Markets
116 State Street, Drawer 20
Montpelier, VT 05620-2901
beth.fenstermacher@state.vt.us

Division for Historic Preservation
National Life Building, Drawer 20
Montpelier, VT 05620
scott.dillon@state.vt.us
james.duggan@state.vt.us

FOR YOUR INFORMATION

District #4 Environmental Commission
Thomas A. Little, Chair
James McNamara/Thomas Getz
111 West Street
Essex Junction, VT 05452

Dated at Essex Junction, Vermont, this 28th day of May, 2014.

/s/ Barbara J. Cady
Administrative Secretary - 879-5614

STATE OF VERMONT
NATURAL RESOURCES BOARD
DISTRICT #4 ENVIRONMENTAL COMMISSION
111 West Street
Essex Junction, VT 05452

RECEIVED

MAY 30 2014

Village of Essex Junction

RE: 4 Pearl Street Investments, LLC
32 Seymour Street
Williston, VT 05495

Application #4C1264
Second Recess Order
10 V.S.A. §§ 6001-6092 (Act 250)

I. Introduction

On April 24, 2014, the District Commission held a public hearing for the above referenced application located at 111 West Street, Essex Junction. A site visit was held immediately preceding the hearing. Pursuant to Act 250 Rule 13(B), the Commission recessed the hearing pending submittal of additional information by the Parties as outlined in a Recess Order dated May 2, 2014.

Based on the response from VTrans to the initial Recess Order, the District Commission now requests additional information from the Village of Essex Junction. Also, based on several incidents of improper filings and missed deadlines, the District Commission extends the filing deadlines as outlined below.

II. Supplemental Evidence

With regard to the testimony provided, the Commission requires that Anne and Matthew Whyte, Frank Naef, Hugh Gibson, Peter Sloan, Linda McKenna, and Matthew and Christine Diem submit the following information. As stated below, **this documentation must be provided to all parties listed on the attached certificate of service and four (4) paper sets plus a digital version** of the documentation must be submitted to the District Commission Office. Since this material was incorrectly filed initially, the District Commission is extending the filing deadline.

1. A Memorandum identifying any clear written community standards intended to preserve the aesthetics of the area.

With regard to the testimony provided, the Commission requires that **Jamie Duggan**, Historic Preservation Review Coordinator, DHP submit the following information. Due to a computer glitch, Mr. Duggan did not receive the initial Hearing Recess Order until May 23, 2014, four days after the original deadline. For this reason, the District Commission is extending the filing deadline.

1. His Curriculum Vitae.
2. A written statement outlining the DHP's position on the proposed project, including proposed mitigation, if any.

With regard to Criterion 5 (Traffic), the Commission requires that **The Village of Essex Junction** submit the following information:

1. Information regarding the impact of the proposed project on traffic congestion and safety at the Five Corners. The Commission understands that the Village of Essex Junction has jurisdiction over VT Routes 2A, 15 and 117 at the Five Corners.
2. Information regarding the application of the "fair share" policy on any planned highway improvements including but not limited to the Crescent Connector.
3. Information regarding if and how the proposed Crescent Connector will alleviate congestion at the Five Corners.

III. Order

The Commission requests the above **documentation be provided to all parties listed on the attached certificate of service** and that **four (4) paper sets plus a digital version** of the documentation be submitted to the District Commission Office on or before **Wednesday, June 18, 2014**. All filings must be received in the District Commission office no later than **4:30 p.m.** on the date scheduled, unless another time is specifically required or authorized. The Commission requests that the Commission's digital version be supplied on a CD-ROM or attached as an email to the NRB public folder ([nrb-act250\[district office\]@state.vt.us](mailto:nrb-act250[district office]@state.vt.us)) or, if larger than 3 MB in size, uploaded to the NRB ftp site (see <http://www.nrb.state.vt.us/lup/publications/efilingguidelines.pdf>). Any upload to the NRB ftp site should be followed up with an email to the NRB public folder and to the District Coordinator informing that the files have been uploaded.

Telefax filings are not permissible, unless specifically requested and authorized by the Coordinator. **The parties will have until Monday, July 7, 2014 to submit any rebuttals.**

After the above information has been received, the Commission will reconvene the hearing only if there are outstanding questions or if a party has reasonable questions about the additional information. If the information has not been received within 30 days from the date of this notice, or if the hearing is not reconvened, the Commission will set a date for adjournment and issue a final decision based on the existing record following a full deliberation of the issues. If the applicant wishes to continue the recess beyond 30 days from the date of this notice it must notify the District Commission in writing on or before the 30th day.

An appeal from this order may be filed with the Environmental Court in accordance with 10 V.S.A. Chapter 220 and the Rules for Environmental Court Proceedings.

If any party has any questions or wishes to request the hearing be reconvened, please call the district coordinator, Stephanie H. Monaghan at 802/879-5662.

Dated at **Essex Junction**, Vermont this **29** day of May, 2014.

By:



Thomas A. Little, Chair
District #4 Environmental Commission

CERTIFICATE OF SERVICE

I hereby certify on this 29th day of May, 2014, a copy of the foregoing ACT 250 SECOND HEARING RECESS ORDER '4C1264, was sent by U.S. mail, postage prepaid to the following individuals without email addresses and by email to the individuals with email addresses listed.

Note: any recipient may change its preferred method of receiving notices and other documents by contacting the District Office staff at the mailing address or email below. If you have elected to receive notices and other documents by email, it is your responsibility to notify our office of any email address changes. All email replies should be sent to nrb-act250essex@state.vt.us. Please note you can now fill out and submit the Act 250 survey online at: <http://permits.vermont.gov/act250-survey>.

4 Pearl Street Investments LLC
c/o Brett Grabowski
32 Seymour Street
Williston, VT 05495
brett@milotrealestate.com

Roger Dickinson
Lamoureux & Dickinson Consulting Engineers
14 Morse Drive
Essex, VT 05452
roger@ldengineering.com

Greg Rabideau
Rabideau Architects
550 Hinesburg Road
S. Burlington, VT 05403
greg@rabideau-architects.com

Peter Smiar
Civil Engineering
10 Mansfield View Lane
Burlington, VT 05403
psmiar@cea-vt.com

Robert Rushford, Esq.
Gravel and Shea
76 St. Paul Street, PO Box 369
Burlington, VT 05402-0369
rrushford@gravelshea.com

Chair, Village Trustees/Chair, Village Planning Commission
Village of Essex Junction
2 Lincoln Street
Essex Jct., VT 05452

Chair, Selectboard/Chair, Planning Commission
Town of Essex
81 Main Street
Essex Jct., VT 05452

Charlie Baker, Executive Director
Regina Mahony, Senior Planner
Chittenden County Reg Planning Commission
110 West Canal Street, Suite 202
Winooski, VT 05404
cbaker@ccrpcvt.org; rmahony@ccrpcvt.org

Elizabeth Lord, Land Use Attorney
Agency of Natural Resources
National Life Drive, Davis 2
Montpelier, VT 05602
nrb.act250@state.vt.us

Barry Murphy/Vt. Dept. of Public Service
112 State Street, Drawer 20
Montpelier, VT 05620-2601
barry.murphy@state.vt.us

Craig Keller
Utilities & Permits/VTrans
One National Life Drive, Drawer 33
Montpelier, VT 05633
craig.keller@state.vt.us

Beth Fenstermacher, Act 250 Coordinator
Vt. Agency of Agriculture, Food & Markets
116 State Street, Drawer 20
Montpelier, VT 05620-2901
beth.fenstermacher@state.vt.us

Division for Historic Preservation
National Life Building, Drawer 20
Montpelier, VT 05620
scott.dillon@state.vt.us
james.duggan@state.vt.us

Anne and Matthew Whyte
10 School Street
Essex Jct., VT 05452
duany.whyte@hotmail.com

Frank Naef
4 Park Terrace
Essex Jct., VT 05452
frankvermont@comcast.net

Hugh Gibson
6 School Street
Essex Jct., VT 05452
Village5corners@gmail.com

Peter Sloan
8 School Street
Essex Jct., VT 05452
skislovt@comcast.net

Linda McKenna
9 School Street
Essex Jct., VT 05452
Mckenna.linda@gmail.com

Matthew and Christine Diem
4 School Street
Essex Jct., VT 05452
matthewd@burton.com

Michael Munson
83 Park Street
Essex Jct., VT 05452
mjmunson@aol.com

Henri de Marne
11 Skyline Drive
Essex Jct., VT 05452

FOR YOUR INFORMATION

District #4 Environmental Commission
Thomas A. Little, Chair
Marcy Harding/Thomas Getz
111 West Street
Essex Junction, VT 05452

Jason Starr
The Essex Reporter
jason@essexreporter.com

Dated at Essex Junction, Vermont, this 29th day of May, 2014.

Christine A. Commo

Natural Resources Board Technician
879-5614
christine.commo@state.vt.us

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STATE OF VERMONT
DISTRICT #4 ENVIRONMENTAL COMMISSION

Re: 4 Pearl Street Investments, LLC
32 Seymor Street
Williston, VT 05495

Application No. 4C1264

FRIEND OF THE COMMISSION'S
PROPOSED FINDINGS AND CONCLUSIONS

The following proposed findings and conclusions are submitted by Michael J. Munson, Ph.D., FAICP, who was granted party status as Friend of the Commission on criteria 5, 8, and 9(K), as noted in the Hearing Recess Order dated May 2, 2014.

CRITERION 5 (TRAFFIC)

1. The development site constitutes one sector of the "Five Corners" intersection, the most trafficked and congested intersection in Chittenden County, if not the State. As a result of this congestion and queuing at the traffic signal, access to the development site is difficult and limited.
2. The proposed development will add traffic to the already congested "Five Corners" intersection. The calculated level of service for this intersection is currently "E" and the applicant states that it will continue to be so if the development is constructed. Queues and waiting times will increase.
3. Proposed site access to and from Pearl Street will be via a curb cut near the western edge of the development site. There is a "no-left turn" sign posted for west-bound traffic on Pearl Street at this location (although it was ignored when the bank was operating). Turning movements at this curb cut are to be controlled only by a sign stating that only right turns are permitted. Effective control of turning movements at this location would require that the curb cut be configured so as to not accommodate left turn movements. Doing this would require either moving or reducing the footprint of the proposed structure. Lack of complete control will unreasonably exacerbate congestion on this leg of the already congested five Corners Intersection.
4. Additional access to the site will be via curb cuts on Park Terrace. In addition to the curb cuts, the site plan shows seven on-street parking spaces near the Park Street property line. These parking spaces are configured as 90 degree or perpendicular parking spaces. Published

standards for aisles serving 90 degree parking indicate that a minimum aisle width of 24 feet is required. Park Terrace is less than 20 feet in width. The proposed layout represents a substandard design solution. Vehicles entering or exiting the parking spaces will either have to back across both lanes of the street onto private property and/or make a number of back and fill movements, unreasonably exacerbating congestion at this problematic intersection controlled only by a stop sign. Possible solutions involve either removing the parking spaces or moving them north to allow adequate maneuvering space. Moving them north would involve moving or reducing the building's footprint.

5. The development proposal calls for deliveries to the proposed structure by modest delivery trucks using the Pearl Street curb cut, the Park Terrace curb cuts, and the Park Street/Park Terrace intersection. The applicant's delivery truck turning radius diagrams indicate that, to make the turns, trucks using the Pearl Street intersection will take up both east-bound lanes of Pearl Street, thus adding to congestion at this location. Similarly, for south-bound Trucks using the Park Street/Park Terrace intersection, the maneuver into or out of Park Terrace will require traveling over the south-bound lane and at least part of the north-bound lane of Park Street. Again, this will add unreasonable congestion to this leg of the "Five Corners" intersection. Finally, trucks entering or leaving the site via Park Terrace will use the entire width of Park Terrace for their turns, creating additional congestion in this area.
6. The delivery trucks will transit the site via a driveway west of the proposed structure and the aisles serving the parking areas. Careful examination of the turning radius diagrams reveals that the turning radii impinge on several of the designated parking spaces in the lot. This could lead to damaged vehicles and/or the need for backing and filling maneuvers by the trucks as they move through the site. This a substandard design solution that can only be remedied by providing more space for parking and circulation on the site.

Conclusion: The proposed development will result in increased and unreasonable congestion on the adjacent roads and intersections. Reasonable mitigation efforts involve reducing the footprint of the building in order to provide more circulation and maneuvering space and/or reducing the size of the proposed development, thereby reducing the number of trips generated and the number of parking spaces needed. These problems are all generated by the attempt to place more development on the site than the site can reasonably accommodate, given its already limited and congested access.

CRITERION 8 (AESTHETICS)

1. The proposed development site is bordered to the south and west (Park Terrace, School Street and Pearl Street) by a residential neighborhood that dates to the nineteenth century. Some of the structures on Pearl Street have been converted to non-residential uses while retaining the visual characteristics of the residential structures. Residents of the neighborhood, as well as others, frequently walk along School Street and Park Terrace to enjoy the tree lined streets and residential ambiance, while also avoiding the traffic noise and odors around the "Five Corners" intersection.

2. Residences in the neighborhood are characterized by two or two-and-one-half story heights, clapboard sides, with variegated gable roofs, frequent porches, and modest front and side lawns.
3. The proposed development is a four story, flat roofed structure of a distinctly "urban" design. There are few grassed or planted areas except at the ends of parking bays. The structure towers over the existing residences and the design is in stark contrast to the adjacent residential neighborhood.
4. This contrast will have distinctly adverse impacts on the aesthetic character of the surrounding residential neighborhood and will diminish the ability of the residents to enjoy their home-sites and of other village residents to enjoy this unique neighborhood.
5. The principal question of the Quechee Lakes protocol for assessing undue adverse aesthetic impacts is the existence of a clear written standard which is violated by the proposed development. Such a standard is provided in Section 604.E.4.(a)(4) of the Essex Junction Land Development Code, which specifically acknowledges the adverse impacts of high density development in the Village Center District on the adjacent residential neighborhoods. This situation clearly applies to the proposed development vis-a-vis the surrounding residential neighborhood. Reasonable mitigation efforts have not been offered to avoid these adverse impacts. Indeed, the written standard includes a preferred mitigation in the form of a height limitation (to within 10 percent of the height of adjacent residential structures) which has clearly not been applied to the proposed development.

Conclusion: The proposed development will have an undue adverse impact on the aesthetics and character of the surrounding residential neighborhoods. A permit may not be issued unless adequate mitigation efforts are incorporated into the design—preferably the height limitation set forth in the written standard.

CRITERION 9(K) (PUBLIC INVESTMENTS)

1. The proposed development is adjacent to and fronts on two of the five streets forming the "Five Corners" intersection.
2. The "Five Corners" intersection is the major focal point in the Village of Essex Junction and is considered to be the heart of the Village Center District.
3. Over the past ten plus years the Village has invested hundreds of thousands of dollars in upgrades to the "Five Corners" intersection and the streets feeding into it. These investments include (but are not limited to) curb modifications and improvements, street trees, pedestrian amenities, Veterans" Park, and traffic signal improvements. The sector to be occupied by the proposed development has always been a key element in the vision for this important feature of the village.

4. The proposed development will significantly change the visual qualities of a major portion of the "Five Corners" feature. The mature trees and grass will be replaced by an urban hardscape area. More importantly there will be a clear delineation between the public portion of the area (Concrete sidewalk in the public right-of-way) and the private portion (Paver surfaced area adjacent to the structure). This will adversely impact the ability of village residents and others to enjoy the fruits of the public investments in upgrading the heart of the Essex Junction village center.

Conclusion: The proposed development will have an undue adverse impact on the ability of village residents and others to enjoy the fruits of the public investments in upgrading the heart of the Essex Junction village center.

OVERALL CONCLUSION

Positive findings cannot be made that the proposed development will not have undue adverse impacts under three of the ten criteria, and a permit may not be issued.

Specifically:

- A permit may not be issued until the design of the proposed development includes reasonable methods to mitigate the increases in congestion at the "Five Corners" intersection and the public roads surrounding the development.
- A permit may not be issued until the project design is made to comply with the clear written standard pertaining to impacts on adjacent residential neighborhoods. As set forth in the clear standard, the preferred mitigation is by reducing the building height.
- A permit may not be issued until the project design is modified so that it enhances the visual and social qualities that were envisioned in the recent investments to upgrade this important central feature of the Village Center area.

Dated: May 28, 2014
Essex Junction, Vermont

Michael J. Munson, Ph.D., FAICP

CERTIFICATE OF SERVICE

I, Michael J. Munson, Ph.D., FAICP, certify that on May 28, 2014, I served a cover letter with enclosed Rebuttal Testimony and Proposed Finding of Fact and Conclusions of Law, by causing the original to be hand delivered to Stephanie H. Monaghan, District Coordinator and to the following a copy thereof, postage prepaid:

4 Pearl Street
Investments LLC
c/o Brett Grabowski
32 Seymour Street
Williston, VT 05495
brett@milotrealestate.com

Roger Dickinson
Lamoureux & Dickinson Consulting
Engineers
14 Morse Drive
Essex, VT 05452
roger@ldengineering.com

Greg Rabideau
Rabideau Architects
550 Hinesburg Road
S. Burlington, VT 05403
greg@rabideau-architects.com

Peter Smiar
Civil Engineering
10 Mansfield View Lane
S. Burlington, VT 05403
psmiar@cea-vt.com

Robert Rushford, Esq.
Gravel and Shea
76 St. Paul Street, PO Box 369
Burlington, VT 05402-0369
rrushford@gravelshea.com

Chair, Village Trustees/Chair, Village Planning
Commission Village of Essex Junction
2 Lincoln Street
Essex Jet., VT 05452

Chair, Selectboard/Chair, Planning Commission
Town of Essex
81 Main Street
Essex Jet., VT 05452

Charlie Baker, Executive Director
Regina Mahony, Senior Planner
Chittenden County Reg Planning Commission
110 West Canal Street, Suite 202
Winooski, VT 05404
cbaker@ccrpcvt.org; rmahony@ccrpcvt.org

Elizabeth Lord, Land Use Attorney
Agency of Natural Resources
National Life Drive, Davis 2
Montpelier, VT 05602
anr.act250@state.vt.us

Barry Murphy Nt. Dept. of Public Service
112 State Street, Drawer 20
Montpelier, VT 05620-2601
barry.murphy@state.vt.us

Craig Keller
Utilities & Permits NTrans
One National Life Drive, Drawer 33
Montpelier, VT 05633
craig.keller@state.vt.us

Beth Fenstermacher, Act 250 Coordinator
Vt, Agency of Agriculture, Food & Markets
116 State Street, Drawer 20
Montpelier, VT 05620-2901
beth.fenstermacher@state.vt.us

Division for Historic Preservation
National Life Building, Drawer 20
Montpelier, VT 05620
scott.dillon@state.vt.us
james.duggan@state.vt.us

Anne and Matthew Whyte
10 School Street
Essex Jet., VT 05452
duany.whyte@hotmail.com

Frank Naef
4 Park Terrace
Essex Jet., VT 05452
frankvermont@comcast.net

Hugh Gibson
6 School Street
Essex Jet., VT 05452

Peter Sloan
8 School Street
Essex Jet., VT 05452
skislovt@fx?mcastnet

Linda McKenna
9 School Street
Essex Jet., VT 05452
Mckenna.linda@gmail.com

Matthew and Christine Diem
4 School Street
Essex Jet., VT 05452
matthewd@burton.com

Michael Munson
83 Park Street
Essex Jet., VT 05452
mjmunson@aol.com

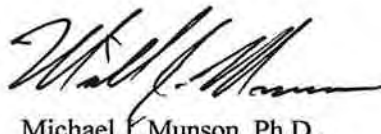
Henri de Marne
11 Skyline Drive
Essex Jet., VT 05452

FOR YOUR INFORMATION

District #4 Environmental Commission
Tomas A. Little, Chair
Marcy Harding/Thomas Getz
III West Street
Essex Junction, VT 05452

Jason Starr
The Essex Reporter
1700 Hegeman Avenue
Colchester, VT 05446
jason@essexreporter.com

Dated: Essex Junction,
Vermont
May 28, 2014



Michael J. Munson, Ph.D.,
FAICP

May 28, 2014

Stephanie H. Monaghan, District Coordinator
District #4 Environmental Commission
111 West Street
Essex Junction, VT 05452

RECEIVED
MAY 30 2014
Village of Essex Junction

RE: 4 Pearl Street Investments, LLC
Land Use Permit Application No. 4C1264

Dear Stephanie:

Enclosed find one original and four copies of rebuttal testimony along with proposed findings and Conclusions.

Please let me know if you have any questions.

Sincerely,



Michael J. Munson, Ph.D., FAICP

Cc: Parties on certificate of service.

May 28, 2014

To: District #4 Environmental Commission.

From: Michael J. Munson, Ph.D., FAICP

RE: 4 Pearl Street Investments, LLC

Application # 4C1264

As noted in the Recess Order dated May 2, 2014, I have been granted party status as Friend of the Commission under criteria 5, 8, and 9(K). Before presenting rebuttal testimony, it is appropriate to demonstrate expert credentials relative to the specified criteria.

I hold a professional Bachelor's of Architecture and worked for many years as an architect. I also have a professional Masters of City Planning degree and have been active as a professional planner since 1968. I have a Ph. D in Urban and Regional Planning and spent seven years on the faculty of the graduate program in Urban and Regional Planning at Princeton University. While formally located in the School of Architecture and Urban Planning, I was cross listed on the Master of Public Affairs program in the Woodrow Wilson School, and the Transportation Planning Program in the School of Engineering and Applied Sciences. Since coming to Vermont in 1979, I have served as staff to the Chittenden County Regional Planning Commission, several municipalities, and as a private planning consultant to municipalities, regional planning commissions, State agencies, and private clients. As a result of my work in Vermont, I was inducted as a Fellow of the American Institute of Certified Planners--the only professional in Vermont, New Hampshire and Maine to be so honored. I have testified before District Commissions, the State Board, and legislative committees.

Rebuttal Testimony

Criterion (5): Unreasonably dangerous or congested conditions with respect to highways or other means of transportation.

- The applicant suggests that the proposed development of 17,000 square feet of commercial space plus 51 dwelling units will generate fewer trip ends than the approximately 4,000 square foot branch bank that previously occupied the site. While this feels intuitively wrong, the comparison should be based on estimated trip ends for the bank as it actually (most recently) functioned (with only one operating drive through window). This would significantly reduce the estimate trip generation for the former bank and invalidate the initial assertion.
- The applicant suggests that the impact on the already congested five corners intersection will be negligible. While it is probably correct that the intersection currently functions at Level Of Service (LOS) of E, and will continue to do so with the proposed development, that does not

mean that there is no adverse impact. The applicant did not indicate how much longer the queues would be or how much longer the peak hour delays would be.

The applicant's traffic impact study did not examine the three most problematic intersections in the area: The Park Terrace/Park street intersection; The School Street/Pearl Street intersection; and the proposed curb cut on Pearl Street. All three of these intersections are located such that they are frequently blocked by traffic queued up at the Five Corners traffic signal, thus making any exit and egress movements problematic. There are techniques for evaluating the impacts on non-signalized intersections. Without this information the Commission cannot determine that there will not be unreasonably congested conditions in the area surrounding the project site. The information provided by VTTrans by-passes the question by claiming lack of jurisdiction.

The Village of Essex Junction has posted a no-left-turn sign on Pearl Street prohibiting left turns into the project site. During the Village staff review the Public Works Department raised this concern and recommended that the curb cut be configured to allow only right turns (page 13 of 16 of staff comments submitted as exhibit B). The department signed off after being advised that the matter would be considered at the next Planning Commission hearing where the applicant agreed to install a sign indicating that the Pearl Street curb cut will be limited to right-turn in and right-turn-out. The likelihood that all drivers will heed such a sign are low. The applicant is apparently unwilling to reconfigure the curb cut to prevent left turn movement (a positive effort to mitigate congestion) because of the need to reduce the footprint of the proposed structure.

The applicant has also not demonstrated that vehicles using either the eastern-most curb cut on Park Terrace or the on-street parking planned for Park Terrace can do so without causing unreasonably congested conditions for traffic moving through the Park Terrace/Park Street intersection. Other witnesses have testified that Park Terrace is a very narrow (less than 20 feet for two lanes of traffic) street. The applicant is proposing to locate seven parking spaces (at 90 degrees to the roadway) on Park Terrace. According to standards presented in A UNIFORM DEVELOPMENT ORDINANCE published by the American Planning Association (page 163), the minimum service aisle for 90 degree parking is 24 feet. What is proposed is a substandard design. Vehicles will have difficulty entering or exiting the spaces without considerable backing and filling movements which will unnecessarily exacerbate congestion at this already problematic intersection. Reasonable mitigation of this problem is to either remove the parking or move it to the north (this implies reducing the building footprint) to allow sufficient space for convenient movement into and out of the spaces.

The proposed site design does not provide adequate internal circulation for service vehicles. The applicant's diagrams of truck turning movements through the site (exhibit D) clearly

show that the service vehicles entering or leaving the site via the Pearl Street curb cut will impinge on both east bound lanes of Pearl Street traffic. The diagrams show that service vehicles entering the site from Park Terrace will obstruct both lanes of Park Terrace. The diagrams do not show turning radii for service vehicles entering Park Terrace from Park Street but it is certainly likely that trucks entering from or exiting to the south-bound lanes of Park Street will impinge on two travel lanes of Park Street. Both diagrams indicate that the turning radii of service vehicles traversing the site will impinge on several of the designated parking spaces. This is clearly a substandard design that will exacerbate congestion on Park and Pearl Streets, will endanger cars parked on the project site, and will necessitate inefficient back and fill maneuvers in order for the service vehicles to negotiate the development site.

All three of the above situations result directly from the attempt to place more development on the site that the site, with its attendant access issues, can reasonably accommodate. The proposed development will cause unreasonable congestion on the surrounding public streets. The only effective mitigation approaches involve reducing the size and footprint of the proposed structure, thus reducing the need for parking and allowing more space for safe vehicle maneuvering.

- This site, located on the busiest intersection in the county, if not the state, is a problem location. Years ago the former occupant (a branch bank) found that congestion and access made it impossible to utilize both of its drive through windows. Similarly, it can be inferred that the bank facility was closed because access problems made it impossible to generate the number of customers needed to justify the facility. While requiring that the Pearl Street curb cut be configured to prohibit left turn entry and egress movements may help that specific location, the only way to truly mitigate the congestion associated with this site is to somehow relocate a significant portion of the traffic moving through the Five Corners.
- If the planned "Crescent Connector" is actually constructed, it will include a traffic signal on Park Street just south of the Park Terrace/Park Street intersection. While this may or may not improve congestion in the Five Corners, it will almost certainly result in south bound traffic queuing up across the Park Terrace intersection, thus further exacerbating turning movements into and out of that street.

Criterion (8): Undue adverse effect on aesthetics, scenic beauty, historic sites or natural areas.

- The applicant did not provide any visual evidence demonstrating the scale and massing of the proposed structure relative to the existing buildings in the existing residential neighborhood immediately to the south and west of the project site. While the first three photographic images included in the "supplemental visual analysis" (Exhibit F of the most recent filing) showing street level views are taken from viewpoints do depict the character of the residential

areas around the site, the viewpoints and perspectives do not depict the juxtaposition of the proposed structure and the existing structures. The first two images (View from Pearl Street and School Street and view from School Street and Park Terrace) are taken from a point a block away and uphill from the project site. This diminishes the apparent size of the proposed structure. People walk and drive along these streets and will experience the proposed structure from vantage points where both the proposed structure and the existing structures are seen from the same distance. This relationship is not described. The third image (view from School Street) isn't even directed at the project site but clearly depicts the character of the School Street neighborhood. The next three images are attempts to show that there are existing large buildings in the village center area. The sixth image (looking south and west along Main Street) is particularly telling. The proposed structure appears like a wall at the foot of the street. More important, the proposed structure looms above Lincoln Hall and the Brownell Block, both of which are actually closer to the viewpoint than is the proposed structure (such a perspective normally exaggerates the height of nearer structures in the image). Indeed, the proposed structure is large even when compared with the other large non-residential structures in the Village Center.

- It would be a simple matter to prepare cross sectional drawings (with consistent horizontal and vertical scales) that cut through the proposed structure (showing only its silhouette) and extend across streets or property lines to show the silhouettes of the adjacent buildings. This would clearly demonstrate the incompatibility of the proposed building with the surrounding neighborhood. It could also accurately depict the size of existing trees in the area. This information has not been provided.
- Chapter 9 of the Essex Junction Comprehensive Plan (submitted by Linda McKenna) includes a description of the character of the areas immediately surrounding the commercial of the Village. These areas are characterized as residential buildings of "two-and-one-half stories with gabled roofs, frequently with ells and other protrusions forming complex roof forms". In addition, the area has the following characteristics: "1. Modest lawn separating the buildings from the street and from each other; 2. Complex facades with porches, projecting windows, ells and ornamentation; and 3. Complex roof forms with steep pitches, gables and dormers". This effectively describes the School Street/Park Terrace residential neighborhood which is adjacent to the proposed development site.
- The design of the proposed structure is clearly that of an urban building. It may well be appropriate in urban centers such as Burlington, Winooski, Montpelier, or St. Johnsbury. It is not appropriate in the center of a small village such as Essex Junction. There is nothing comparable in the village center area. It will be glaring and shocking to people driving, walking, or bicycling through the Five Corners (which is the heart of the Essex Junction village center). It will be even more shocking to those who venture into the surrounding neighborhood (of one-

and one-half to two-and-one-half story residential structures) along School Street and Park Terrace.

- The applicant attempted to mitigate the impact of the scale of the structure by segmenting it into three parts. While this may be a valid approach, it comes across as more of a token effort and doesn't effectively break up the facades of the building. True mitigation of the inappropriate scale of the proposed structure would involve both reducing its height and visually breaking it into three or more distinct segments. The applicant has not proposed these reasonable mitigation efforts.
- Under the Quechee Lakes protocol for assessing aesthetic impacts, one test for determining if an adverse aesthetic impact is undue is whether or not the development violates a clear written community standard. The applicant has suggested that the fact that local approval has been granted means that the proposed development is consistent with local visual standards. However, evidence presented at the hearing and in writing by Linda McKenna indicates that there are written standards pertaining to protection of existing neighborhoods that are clearly expressed in the Essex Junction Comprehensive Plan that may not be reflected in the height and size requirements in the Land Development Code. In addition, it was noted that the Village has recently initiated a public process for re-examining the vision for the village center and five corners area. This suggests that the public may not be satisfied with the quality of development growing from its current regulations.

Careful examination of the provisions of the Land Development Code reveals that there are, indeed, clear written standards designed to protect the unique character of areas surrounding the Village Center District. Section 604.E. of the Land Development Code is titled "Design Review and Historic Preservation". This review is intended to prevent or mitigate impacts that may be created by proposed new, higher density, development that is close to unique and historic structures and areas. Sub-section 604.E.4 contains design requirements to be applied to all development applications in the Village Center District. Paragraph (a) of subsection 604.E.4 contains design standards. Item (4) of this paragraph states:

"The proposed height of structures may be limited to within ten percent (10%) of the average height of existing adjacent buildings where necessary to protect the residential character of adjacent residential structures. The height limit shall not apply in predominantly commercial and mixed-use areas."

This is a standard approach to mitigating or preventing adverse impacts at the boundaries of zoning districts when one district allows development at much higher densities than does the other. The School Street/Park Terrace neighborhood is clearly a residential area so the

exemption spelled out in the last sentence in item (4) does not apply to the proposed development.

Thus, there is a clear written standard with which the proposed development does not comply. In addition, the proposed development does not incorporate the mitigating effort specifically cited in the standard.

Criterion (9)(K): Consideration of the impact on public investments.

- The Village of Essex Junction considers the Five Corners Intersection to be the heart of its village center. Over the past few years the Village has invested many hundreds of thousands of dollars in visual enhancements of the streetscape and walkways around the five corners. This has included (among other things) improved sidewalk pavement, sidewalk configuration, curb line improvements, landscaping, signal improvements, street lighting, and other visual features. The Essex Junction Comprehensive Plan, Chapter III, section 2 (submitted by Linda McKenna) contains a list of investments in the Village Center area during recent years. Through all of this work the cluster of mature trees and the open space in front of the former bank have been seen as major visual features of the Five Corners intersection. The proposed development includes a four story structure with hardscape ground surface between the structure and the adjacent Pearl and Park streets. Indeed, the design establishes a fairly clear delineation between the public areas (concrete sidewalk in the road right-of-way) and the more private space with brick pavers adjacent to the building. This design, will significantly reduce the public's ability to enjoy those recent investments to the center of the village center.

**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF MEETING
May 13, 2014**

BOARD OF TRUSTEES: George Tyler (Village President); Dan Kerin, Elaine Sopchak, Lori Houghton, Andrew Brown.
ADMINISTRATION: Lauren Morrisseau, Assistant Manager & Finance Director; Susan McNamara-Hill, Village Clerk/Treasurer; Rick Jones, Public Works Superintendent.
OTHERS PRESENT: Diane Clemens, Tom Moreau, Randy Clark, Frank Naef, Judy Naef, Anne Whyte, Carole Kunkowski, Jessica Martin, Hugh Gibson, Elizabeth Skinner, Linda McKenna, Henri de Marne, Will Wetzl.

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

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

2. AGENDA ADDITIONS/CHANGES

- Add to Old Business – Letter from Henri de Marne, dated 5/12/14
- Advance on Agenda – CSWD budget presentation; Bid award for dump truck
- Move to New Business – Citizen communications and charrette

3. GUESTS, PRESENTATIONS, PUBLIC HEARINGS

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

4. OLD BUSINESS

1. Request Exploration of Additional Steps for Unification of Town and Village Services
Village Manager, Pat Scheidel, will pursue with Jeff Carr and Mary Morris the study of the village and town governance structure and recommendations for further efficiencies.

2. Review/Discuss Recent Citizen Communications re: Planning Commission Meetings and Comprehensive Plan Revision Process
Discussed under New Business.

3. Discuss Timeline/Process for Village Downtown Charrette
Discussed under New Business.

5. PRESENTATIONS

1. CSWD FY15 Budget Presentation

Tom Moreau, CSWD General Manager, reported:

- The FY15 CSWD budget reflects expenses up 4.3% and revenues up 7.3% mainly due to reinstatement of the compost program. Revenues are up due to sale of materials (compost, scrap metal, newspaper, cardboard, aluminum cans, plastic

bottles). Expenditures are up due to added staff for compost and the paint program, cost of living increase (.83%), and health insurance increase (15%).

- Per Act 148 organics must be removed from the waste stream by 2020. CSWD is prepared.
- The paint recycling program (Local Color) is reinstated.
- Markets are steady right now for recyclables.
- Equipment at the MRF is being upgraded with new technology.
- There will be no fee increase at the Drop Off Centers.
- There was a small increase in the biosolids contract.
- The solid waste management fee amount anticipated the Myers C&D facility.
- The tire and appliance roundups may be reinstated. Tires are being found on roadsides.
- Consolidated collection which is more efficient and less costly is under discussion.

COMMENTS

Linda McKenna asked about food down garbage disposals. Tom Moreau explained the more food put into the system the more sludge produced which is not the highest and best use of food waste.

Frank Naef asked if polystyrene styrofoam will be recycled. Tom Moreau said the best value for this material is fuel for generators. A recyclable market for the material is not developing. Shippers may be able to reuse the material. CSWD is investigating taking carpet and rigid plastic such as kiddie pools and slides.

MOTION by Lori Houghton, SECOND by Dan Kerin, to approve the CSWD FY15 budget. VOTING: unanimous (5-0); motion carried.

6. NEW BUSINESS

1. Request from CCSU for Hash Marks at 51 Park Street

MOTION by George Tyler, SECOND by Andrew Brown, to follow the advice of the Village Engineer with regard to hash marks on the pavement in front of 51 Park Street and not approve the request from CCSU. VOTING: unanimous (4-0)[Elaine Sopchak not present for vote]; motion carried.

Lori Houghton mentioned complaints about not being able to exit South Street onto Park Street. Rick Jones will install "Yield to Green" signs on South Street to help rectify the matter.

2. Bid Award for Dump Truck for Public Works Dept.

Rick Jones reported only one vendor met the specifications in the bid for the dump truck and staff recommends following the bid process.

Randy Clark, Clark's Truck Center, explained Clark's Truck Center has done business with the village for a number of years and the slight difference in the specifications in the bid is due to the manufacturer. Options were provided that exceeded the specifications at

a significant savings. Essentially the Clark vehicle meets or exceeds the specifications and saves the village thousands of dollars. The village has a fleet of International trucks and has had no issues.

MOTION by Lori Houghton, SECOND by Dan Kerin, to award the bid for the dump truck to the lowest qualified bidder, R.R. Charlebois, Inc., for the not-to-exceed amount of \$122,130. VOTING: unanimous (4-0)[Elaine Sopchak not present for vote]; motion carried.

Rick Jones gave a brief update on the water situation on Maple Street. Champlain Water District tested the water and is waiting for the results. The village is doing a two week flush cycle.

3. Approve Grant Application for Library for Preservation Trust of VT

MOTION by Andrew Brown, SECOND by Lori Houghton, to authorize staff to submit the Robert Sincerbeaux Fund grant application to be used to evaluate the condition of the Brownell Library. VOTING: unanimous (4-0)[Elaine Sopchak not present for vote]; motion carried.

4. Reappointments to CCRPC Planning Advisory Committee (PAC)

MOTION by Dan Kerin, SECOND by Lori Houghton, to (re)appoint Robin Pierce as the village representative and John Alden as the alternate on the CCRPC PAC.

DISCUSSION: There was mention of the charge of CCRPC in coordinating planning and growth activities across the region. It was suggested the appointees confirm their interest in the position and report on the work of the PAC. There was agreement the appointment should be tabled until the first Trustees meeting in June.

VOTING: prior to the vote Dan Kerin withdrew the motion.

5. Review/Discuss Policy re: Sidewalks

George Tyler confirmed the Board of Trustees policy that there is one sidewalk with new development and two sidewalks on Class 1 roads. Rick Jones will do a map of sidewalks on Class 1 roads in the village. Lori Houghton suggested the maps be reviewed at a future meeting (June or July) and the Bike/Walk Committee be asked to attend.

COMMENTS

Village residents made the following comments:

- Park Terrace does not have sidewalks and the snowbanks in winter are higher than the children are tall making it dangerous to cross the street.
- People are now accustomed to one sidewalk. To install sidewalk on narrow streets means private property would have to be taken by eminent domain.
- The RKG study, dated 2/15/10, mentioned the lack of sidewalk and safety on Park Terrace, installing a bulb-out, and changing to one way traffic. Sidewalk, a bike lane, and one lane street could improve the street and safety.
- Brickyard Road has sidewalk going around tree roots so there can be sidewalk and trees together.

- The sidewalk that is plowed is opposite of the bus route on South Street. There should be better coordination with the sidewalk plowing, streetlights, and bus stops.

6. Review/Discuss Recent Citizen Communications re: Planning Commission Meetings and Comprehensive Plan Revision Process

George Tyler clarified the Board of Trustees cannot discuss a particular development project in the village (that is the purview of the Planning Commission), but will be holding a community meeting (charrette) on how to improve the village downtown area. The village recently completed Heart & Soul exercises and is in the process of updating the comprehensive plan. All the events are opportunities for public input.

COMMENTS

The following comments were made:

- The conflict with residents trying to provide input and having representation based on that input came about because of a development plan at Five Corners. The Planning Commission should represent with equal weight the proposal and the public. [The Trustees explained residents are entitled to a consistent, clear set of rules and predictable process, and that is the due process that is determined by state law. The process cannot be changed mid-stream if there is a controversial project. Comments can be made on the future of the village during update of the comprehensive plan. The Planning Commission is a judicial body that is appointed by the Trustees and bound by codes that must be enforced. The earlier in the project review process the public makes comment the more likely the input will be taken into consideration and changes suggested to the applicant. The developer of the project at Five Corners did consider the comments from the public and made some modifications. The Planning Commission takes under advisement public comment on the comprehensive plan during the update period.]
- Many people felt the Planning Commission was not abiding by the development code with the project at Five Corners and that the residents were being overlooked on purpose in order to get the project through. According to the Village Development Director the building at Five Corners will set the tone for further development in the village. It is discouraging and demoralizing to not be heard and this causes lack of participation at public meetings.
- There was no communication that changes such as allowing a maximum of three story buildings at Five Corners could be made in the plan. The process to change the plan or the development code is not explained.
- There has been talk of a vision of high density (smart growth principles) and the term “urban” was used, but the village is not urban. The comprehensive plan does not reflect urban, but rather reflects scale and historic character. [The Trustees noted Essex Junction is considered an urban area under the 2010 census.]
- According to the Village Development Director the ‘downtown designation’ is for cities and larger communities, but this term is being used for the village.
- There is lack of transparency in the village in terms of the website. There is no list of members on the Planning Commission or Zoning Board. There should be links to pertinent information. The most recent draft of the comprehensive plan should

be available to the public in different ways if public comment is wanted. The Development Director is the gatekeeper and adds to the lack of transparency. [The Trustees noted the Planning Commission is prohibited by law to have private conversations with citizens on projects. The public has access to the Board of Trustees for comments. Approved projects are posted on the website and the Chair of the Planning Commission has an email box to receive communications. The Trustees plan to discuss communication issues at the upcoming retreat. Education is an important piece. The vision in the comprehensive plan is a result of the work of the Planning Commission and staff over the years. There has been very little public input because no one attends the meetings to provide input. The comprehensive plan is like a vision statement while the development code is the nuts and bolts of developing in the village. The charrette is a visioning project and the public is invited to participate.]

- Residents adjacent to a project are notified, but the general public is not aware unless connected through the grapevine in some way. People do not really know about giving input at the beginning of the process. There is frustration because of differences in interpretation of the vision statement and village plan, and once a project is built it will not go away. The process is at fault, not the residents or the Planning Commission. What is happening in the village should be advertised in all ways so people can participate.
- Chapter 117 of Vermont statute on planning and development of communities emphasizes community involvement and input as much as possible. The law appears to encourage more input than less, more access than less. The Trustees need to look at improving the process and consider creating an extension of the legislative thinking to the way the Planning Commission functions. One suggestion is to have a member of the larger community sit on the Planning Commission as a nonvoting member to represent the community at large so if a developer comes before the Planning Commission during the public comment portion of a meeting to discuss a proposal that is not a warned agenda item the public will be made of aware. This is done in Scarsdale, New York and New York City. [The Trustees explained the community elects the Board of Trustees and the Trustees appoint individuals to the Planning Commission. If the Trustees feel the Planning Commission is failing in the job then the members can be replaced. The village charter does not allow the Trustees to sit on the Planning Commission or Zoning Board, but the meetings can be watched on video and copies of the minutes are received. Regarding a liaison to the community, every trustee is a liaison and can be contacted by the public. The Planning Commission can be contacted via the Village Development Director.]
- It is not clear how to contact board or commission members.
- There does not appear to be provisions in state statute about revisions to the comprehensive plan linking to the land development code. [The Trustees explained after the comprehensive plan update is finalized the Planning Commission will review the code to ensure consistency. The comprehensive plan is a vision of the development of the village and the code gives the specifics to developers to build what is envisioned by the plan.]

-
- Warning should be published so the public knows of a development especially if there will be an impact on the community.
 - An alternate suggestion for development at Five Corners is to close Main Street (Route 15) to the railroad tracks and create four corners and a green space where the bank building is located. Traffic can use the crescent connector and businesses can locate along that road. The green space could become a gathering place for people with shops selling sandwiches and such. The proposed building at Five Corners is out of scale and will commit the village to look like Winooski by the roundabout. The village is not urban. Once the building at Five Corners is built there will be pressure to do the same on another corner. More apartments are not needed. There are vacancy signs now for apartments in the village. [The Trustees agree the vision of a public green at Five Corners is great, but the village does not own the property. Ideas for the downtown can be discussed with an understanding of the constraints to determine what can realistically be done.]
 - Even though a development meets the rules, the Planning Commission should have the power to say the building is out of scale and not in the overall plan of the community. [The Chair of the Planning Commission noted there is design review in the Village Center District. The rules in the Land Development Code pertain to height, density, parking. The Planning Commission ensures an application meets the rules. The application for the building at Five Corners exceeded the requirements and the developer in fact gave back to the village on some items.]
 - There is conflict of people required to follow the rules and people wanting to give input. The people who know the rules should communicate to the people wanting to give input. A flowchart and interactive website could be set up to communicate information to the people.
 - The residents do not want a moratorium on development as has been rumored. There was suggestion that there be no redevelopment of the bank site, but the Planning Commission should look at the plans as proposed, not direct the developer to “go bigger” which does not reflect the voice of the majority of the village. A project of this magnitude needs a village meeting. The Planning Commission has the right to request 3-D models in order to see scale. The proposed building is massive and out of scale.
 - People will not realize something is happening until construction begins and once the building is done the way is opened for more.
 - The traffic study for the proposed development is based on false premises.
 - The cost for residents to hire an attorney for representation at the Act 250 hearing for the development at Five Corners is \$2,500. Residents have party status and are putting together a presentation on the proposal for Act 250. The Act 250 board appears to be giving the village residents more attention than the village Planning Commission.
 - If public streets are the domain of the Trustees then the impact of the proposed building at Five Corners on Park Terrace, a public street, should be a consideration by the Trustees.
 - No one told residents about the right to appeal the decision on the proposal and if this was known the residents may have done something before the application went to Act 250 review.

- The residents are cynical and feel their comments are falling on deaf ears and their voices are not being heard which is very discouraging.
- It appears the Planning Commission can make changes based on opinion versus fact. One example is the removal of the existing trees. [The Trustees explained the Planning Commission has seven members and decisions are made by a majority vote. Regarding the trees at Five Corners, the existing trees are dying and have to be removed. There is a list of recommended trees for planting in the village. People serving on the Planning Commission do so because they have an interest in a particular area, such as landscaping or trees.]

The Trustees acknowledged the good suggestions and comments on better communications. There is a communications policy, but there also must be a dialogue with the public. All village meetings are available on Channel 17 and are legally warned by staff. Per the open meeting law ‘electronic meetings’ cannot be held. Suggestions for improved communications include:

- Complete facilitation training to learn how to better “hear” and respond to the public.
- Install a banner or electronic sign outside Lincoln Hall announcing happenings in the village.
- Advertise via newspaper, village website, Front Porch Forum, village newsletter. Front Porch Forum is for neighbors to talk to neighbors, not for village government to step in. There is a module for public input on the village website which could be advertised on Front Porch Forum.

The Trustees will further discuss communication issues at the upcoming retreat.

7. Discuss Timeline/Process for Village Downtown Charrette

The Trustees agreed the RFP should be revisited to ensure everything is included and if a charrette is part of that. Heart & Soul could be the facilitator of the charrette. Developers, landowners, and other stakeholders should be contacted for input. Economic development funds could be used for the charrette. Renderings of ideas for the village downtown could be displayed at the farmers market and visitors could mark their preference. Information about the charrette could be sent through the schools. A display could be set up at Maple Street Park on a busy evening to get input from people using the park. Desired outcomes of the charrette include better communication, more dialogue on the planning process, and more concrete vision so developers have a clear idea of what the community wants.

George Tyler will work with staff to identify possible funding sources for the charrette. There will be further discussion of the charrette at the Trustees retreat.

7. VILLAGE MANAGER’S REPORT

1. Meeting Schedule

- June 10, 2014 @ 6:30 – Regular Trustees Meeting
- June 24, 2014 @ 6:30 – Regular Trustees Meeting
- July 8, 2014 @ 6:30 – Regular Trustees Meeting
- July 22, 2014 @ 6:30 – Regular Trustees Meeting

Special Meetings/Events:

- May 27, 2014, 11 AM – 5 PM – Trustees Retreat
- June 3, 2014 @ 3 PM – 5 PM – Employee Appreciation Party
- July 4, 2014 @ 9:30 PM – Fireworks at Maple Street Park
- July 19, 2014 @ 5 PM-10 PM – Block Party & Street Dance

8. TRUSTEES COMMENTS/CONCERNS & READING FILE

1. Board Member Comments

- Dan Kerin announced his term on the Rec Advisory Council ends in June.
- Elaine Sopchak announced there are new rules on the open meeting law and Executive Session
- Lori Houghton announced the farmers market begins May 30th.

2. Reading file:

- Minutes of Planning Commission Work Session (4/17/14)
- VLCT Workshop on Dog Control 5/29/14
- VT Natural Resources Board Act 250 Hearing 4 Pearl Street 4/24/14
- Letter from VTrans re: VT 2A Speed Limit Request
- Memo from Dennis Lutz re: Award of Impaired Waterways Flow Restoration Plan

9. CONSENT AGENDA & READING FILE

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

1. Approve Minutes of Previous Meetings (4/29/14).
2. Approve Warrants including check #10049182 through #10049293 totaling \$355,228.26.
3. Approve Request for Street Closings and Events for Memorial Day 5/24/14
4. Approve 2014 Five Corners Farmers Market Contract

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

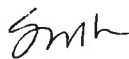
10. ADJOURNMENT

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

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

The meeting was adjourned at 9:50 PM.

RScty: M.E.Riordan



**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF MEETING/RETREAT
MAY 27, 2014**

BOARD OF TRUSTEES: George Tyler (President), Dan Kerin (Vice President), Lori Houghton, Elaine Sopchak and Andrew Brown
ADMINISTRATION: Pat Scheidel, Manager and Lauren Morrisseau, Assistant Manager & Finance Director

CALL TO ORDER

Village President George Tyler called the meeting to order at 11:00 a.m.

WORK SESSION

- a. Website Changes
- b. Sidewalk Policy
- c. Action List for 2014-15

GUESTS, PRESENTATIONS, & PUBLIC HEARINGS

- a. Public Hearing: FY15 Water Rates

The public hearing opened at 5:00 PM. Lauren Morrisseau reviewed FY15 water rates as follows:

- Water fixed charge of \$22.26/unit/quarter and usage charge of \$.015/c.f. of metered water.
- IBM large user rate of \$.081 per 1,000 gallons.

The public hearing was closed at 5:05 p.m.

CONSENT AGENDA

MOTION by Andrew Brown, SECOND by Elaine Sopchak, to approve the consent agenda as follows:

1. Approve Warrants including checks #10049294 through #10049382 totaling \$556,789.55.

VOTING: unanimous (4-0); motion carried (Lori Houghton was not present).

ADJOURNMENT

A MOTION was made and seconded to adjourn the meeting. VOTING: 4 ayes; motion carried (Lori Houghton was not present).

The meeting was adjourned at 5:07 p.m.

Minutes respectfully submitted by Lauren Morrisseau, Assistant Manager/Finance Director 

**VILLAGE OF ESSEX JUNCTION
ANNUAL MEETING MINUTES
April 2, 2014**

Moderator Steve Eustis welcomed the assemblage to the 122nd Annual Meeting of the Village of Essex Junction. The meeting was broadcast live on Channel 17. The Essex Junction High School Chamber Choir sang the Star Spangled Banner and the Air Force Junior ROTC Color Guard led the assemblage in the Pledge of Allegiance.

Attendees included:

- Village Board of Trustees - George Tyler (Village President), Dan Kerin (Village Vice President), Andrew Brown, Elaine Sopchak, Lori Houghton.
- Village administration - Manager, Pat Scheidel; Co-Assistant Manager & Finance Director, Lauren Morrisseau, Co-Assistant Manager & Clerk, Susan McNamara-Hill; Community Development Director, Robin Pierce; Administrative Assistant to the Village Manager, Patty Benoit; Assistant Zoning Administrator, Terry Hass; Public Works Superintendent, Rick Jones; Water Quality Superintendent, Jim Jutras; Engineer, Rick Hamlin; Attorney, Dave Barra; Essex Junction Fire Chief, Chris Gaboriault; Brownell Library Director, Penny Pillsbury, Brownell Library Board Chairwoman, Christine Packard.
- Town of Essex Selectboard members - Irene Wrenner, Andy Watts, Mike Plageman, and Brad Luck.
- State Representatives - Linda Waite-Simpson and Tim Jerman.
- Recording Secretary, Marianne Riordan.

Moderator Eustis called the meeting to order at 7:10 PM and explained the procedure to be followed.

ARTICLE 1: Shall the voters act upon the report of the auditor?

MOTION by Chuck Barry, SECOND by Glenn Rogers, to approve Article 1 as read.

DISCUSSION: None.

VOTING ON ARTICLE 1: unanimous; motion carried. Article 1 is adopted.

ARTICLE 2: Shall the voters approve the annual General Fund budget in the amount of \$3,468,826 for fiscal year July 1, 2014 to June 30, 2015 of which \$2,942,914 is to be levied in taxes against the Village Grand List?

MOTION by Ray Weed, SECOND by Claire Wilcox, to approve Article 2 as read.

DISCUSSION: A presentation on the FY15 budget was given. Village President George Tyler remarked:

- The budget is \$124,000 greater than last year (3.7% increase) which is an impact of \$27.93 per year or \$2.30 per month on the average household in the village.
- The increase is mainly due to health insurance increases, capital fund contribution, and stream flow monitoring to meet state storm water requirements.
- Based on feedback from the public through Heart & Soul the citizenry is happy with the operation of the village overall so the Trustees trimmed what

could from the budget, but had to cover costs and the cost to maintain the status quo has increased.

- The village is at a crossroads and facing challenging decisions. There has been a cost shift to all in the community from the downsizing of IBM.
- Some initiatives have been taken on a test basis, such as a shared manager with the town and consolidation of some departments with the village and town. The result is a savings of \$65,000.
- The Trustees will be looking for more cost saving measures.

PUBLIC COMMENTS

- Carl Wermer proposed reducing the library budget by \$25,000 (from \$736,000 to \$711,000) as a step in the right direction to containing cost growth without impacting infrastructure.

MOTION by Carl Wermer, **SECOND** by Deb McAdoo, to reduce the village budget by \$25,000.

DISCUSSION ON REDUCTION OF BUDGET: Comments were made as follows:

- Jan Abbott urged the voters to vote against the decrease, noting money will be needed to replace the retiring Library Director.
- Dorothy Bergendahl said reducing the budget means library hours will have to be trimmed from 60 hours per week (open six days a week).
- George Dunbar, III, suggested exploring coordinating hours with the town library. Mr. Dunbar noted the library budget consumes 20% of the entire village budget.
- Pat Scheidel said the Essex Selectboard sees the town library as a valuable asset. The town library has support groups championing its existence through bake sales, book sales, and such to raise money for items that are not part of the budget books. The number of full and part-time employees is static. Essex Free Library is not the community and cultural center like the Brownell Library and there is demand for more services due to the location of CHIPS and the Senior Center.
- Jessica Martin spoke in support of both libraries, but noted the proposed reduction does not have to be a painful cut. Creative thinking with the budgetary process, looking at the numbers, peak hours and demands, and perhaps moving some activities to other places in the community could be considered.
- Deb McAdoo recalled sidewalks on both sides of the roads are not being plowed because of budget reductions. The elderly who cannot shovel their sidewalk need to be considered. Public safety should be taken care of first.

CALL THE QUESTION by Chuck Barry, **SECOND** by Claire Wilcox, on discussion of reducing the budget by \$25,000. Discussion ceased.

VOTING ON CALL THE QUESTION: Lack of 2/3 majority; motion does not carry.

CONTINUED DISCUSSION ON REDUCTION OF BUDGET: Comments were made as follows:

- Glenn Rogers cited per capita costs for libraries in the state according to the Institute of Museum & Library Services and noted Brownell Library has the highest per capita cost (\$65.55). There are only two other libraries in the state in the \$60/capita range. All others range from \$16.86 (Essex Free) to

- George Dunbar, III, mentioned past payments from the town toward the fire ladder truck totaling \$100,000 with no subsequent adjustment to the rolling stock fund.

MOTION by George Dunbar, III, **SECOND** by Glenn Rogers, to reduce the budget by the additional \$100,000 received from the Town of Essex in the past two years by reducing the rolling stock fund.

DISCUSSION ON REDUCTION OF ROLLING STOCK FUND: Comments were made as follows:

- Glenn Rogers reported at the town's annual meeting erroneous statements were made that the ladder truck was paid off and no longer is a debt carried by the village and the money is being paid to the Essex Junction Fire Department. Actually there is still \$250,000 owed on the ladder truck and the payment from the town goes toward paying down the debt.
- Pat Scheidel mentioned significant purchases using the rolling stock fund will include a diesel dump truck (\$148,405) and a sidewalk plow (\$144,350) and removing \$100,000 from the general fund contribution for FY15 would leave only \$83,624 toward those purchases. The current equipment is well used and maintained, but does eventually wear out and need to be replaced. Reducing the budget will delay replacement which could impact service.
- George Dunbar, III, calculated there would be \$51,000 remaining even with \$100,000 taken out of the rolling stock fund.

VOTING ON REDUCTION OF ROLLING STOCK FUND: majority of nays; motion does not carry.

CONTINUED DISCUSSION ON ARTICLE 2 AS DRAFTED (budget of \$3,468,826): Comments were made as follows:

- Harris Abbott compared tax rates from 1994 (\$.2193) to 2002 (\$.2143) to 2013 (\$.2554) noting prices have increased considerably higher. Delaying will mean higher cost in the future.
- Steve Eustis mentioned the reappraisal in 2007 where property values were recalculated.

CALL THE QUESTION by Claire Wilcox, **SECOND** by Ray Weed, on Article 2 as drafted (budget of \$3,468,826). Debate ceases.

VOTING ON CALL THE QUESTION: majority of ayes; motion carried.

VOTING ON ARTICLE 2 (budget of \$3,468,826): majority of ayes; motion carried. Article 2 is adopted.

ARTICLE 3: Shall the voters approve holding the 2015 Annual Meeting on Wednesday, April 1, 2015 to act upon any articles not involving voting by Australian ballot and to reconvene on Tuesday, April 14, 2015 to vote for the village officers and transact any business involving voting by Australian ballot?

MOTION by Chuck Barry, **SECOND** by Mary Jo Engel, to approve Article 3 as read.

DISCUSSION: The following proposal was made:

MOTION by Raj Chawla, **SECOND** by Ray Weed, to hold the village annual meeting on Saturday, April 4, 2015.

DISCUSSION: George Tyler noted the charter for the village specifies the first Wednesday of April as the day of the annual meeting. The state legislature must approve a change in the charter.

VOTING ON CHANGE OF MEETING DAY: Prior to the vote Moderator Eustis ruled the motion out of order since the village charter prevents a change in the meeting day.

VOTING ON ARTICLE 3: unanimous; motion carried. Article 3 is adopted.

ARTICLE 4: To transact any other business that may lawfully come before the meeting.

Comments/announcements:

- Consideration should be given of a different way to do business in light of approximately 100 people in attendance at the annual meeting making decisions involving the entire community.
- Request is made to allow unregistered voters to speak. The request was granted.
 - Isaac Johnson, 8th Grade student, ADL Middle School, Ms. Eldridge's Social Studies Class, asked how young people can get involved in the community. Suggestions included participating in government activities, attending trustees/selectboard meetings or hosting these meetings at school, volunteering, encouraging others, finding a passion and making where you are a better place.
 - Corporal Jim Spaulding warned of the potential loss of the Air Force Junior ROTC program at the high school due to the federal sequestration unless at least 100 students enroll by October, 2014. The program which began in 1978 provides leadership development and encourages involvement in the community.
- Diane Clemens invited all to attend the work sessions on the comprehensive plan update or to send comments to the Planning Commission.
- Mike Plageman complimented the village and town on the outstanding public works departments and snow removal effort this past winter.
- Annie Cooper stated people do not attend meetings or get involved because of lack of knowledge and understanding of what is going on and who people are. George Tyler stated the village is in the process of updating the comprehensive plan which must be updated every five years. Villagers are urged to attend the Planning Commission work sessions and make their voice heard.
- Linda McKenna asked about the consultant to be hired by the village for the downtown area. George Tyler explained the initiative to hold a charrette with the community, property owners, and investors to discuss the village downtown area and long term plans.
- Glenn Rogers suggested tax rates and increases as well as the impact on the property owner be shown on one page of the annual report. Mr. Rogers also warned of the unknown impact of the Affordable Care Act which will mean hard times coming to all.
- Jen McKenzie questioned why the article on the next annual meeting date is put forth if the charter dictates the day. Pat Scheidel explained the charter mandates giving annual notice and setting the date.
- Greg Morgan suggested the article for the annual meeting be crafted to hold the meeting per the charter and reconvene on Saturday.
- Results of the opinion poll show a majority in favor of moving the 2016 village meeting to Saturday and combining the village and school annual meetings to be held on the same Saturday.
- Candidates for office include:
 - Moderator – Paul Dame, Steve Eustis
 - Village Trustee – Dan Kerin, George Tyler

- Library Trustee – Andy Kolovos
- There is a vacancy of the village capital projects committee. Interested individuals are urged to volunteer.

Adjournment

MOTION by Dorothy Bergendahl, SECOND by Mary Jo Engel, to adjourn the 122nd Annual Meeting of the Village of Essex Junction. VOTING: unanimous; motion carried.

The meeting was adjourned at 8:52 PM. Voting by Australian ballot will take place on April 8, 2014 from 7 AM to 7 PM at Essex Community Educational Center.

Attest:

Village Trustee

Village Trustee

Village Clerk

**VILLAGE OF ESSEX JUNCTION
PUBLIC INFORMATION MEETING
BOND VOTE FOR CAPITAL PROJECTS
MINUTES OF MEETING**

April 2, 2014

Immediately following the village annual meeting Trustee Andrew Brown gave a presentation on the proposed \$3.3 million bond vote to fund the following five priority infrastructure projects from the capital plan:

- School Street water and sewer line
- Maple Street culvert by Shawn's Way
- Briar Lane road reconstruction and sidewalk
- Hillcrest and North Hillcrest drainage
- Main Street enclosed drainage from the bridge to the top of the hill (former McEwing property)

The bond will allow the five projects to move off the capital project list. The remaining projects on the list will move up in priority. The amount from the general fund paid into the capital fund for projects on the list is not sufficient for all the work that must be done so bonding is recommended. The bond will be repaid by taxes. Payment per taxpayer the first year is \$18.64 (interest only). Payment the second year for principal and interest is \$57.62. The amount decreases each year thereafter. Every year the infrastructure projects are delayed increases cost and risk of failure. Other options to bonding include a dedicated tax for projects or increasing the tax rate.

COMMENTS

Steve Eustis spoke in support of the bond and urged doing all the needed work so the project does not end up back on the capital project list.

Jeff Goodrich asked if the underperforming drainage pipe on Maple Street involves Shawn's Way and if the culvert existed prior to Shawn's Way. George Tyler confirmed both existed before Shawn's Way.

Linda McKenna asked if capital needs with road infrastructure have been anticipated with regard to the development planned at Five Corners. Andrew Brown said the bond vote only covers the five priority projects listed.

George Dunbar, III, noted the bond vote is the first in 20 years for the village. Going forward an amount should be added to the capital budget that is a true reflection of what is needed for capital projects. The village struggles to maintain what is here yet continues to take on new sections of road (Route 15, crescent connector). The charter requires estimating operating cost. The village did receive grant money for some of the projects, but there is capital expense and maintenance in the future. George Tyler noted there are 47 miles of road in the village and total extra paved surface of the crescent connector is a fraction of that mileage. The crescent connector and multi-use path projects use outside funding and are economic development opportunities, but there are more costs as well.

There were no further comments. The information meeting adjourned at 9:20 PM.

Check Register Report

BL 6/10/14

Date: 06/06/2014

Time: 2:35 pm

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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10049385	06/10/2014	Printed		10508	ADVANCED DISPOSAL	GRIT REMOVAL-WWTF	329.84
10049386	06/10/2014	Printed		10340	ALL SYSTEMS REPAIR, INC.	WIRING INSTALL-LIBRARY	220.00
10049387	06/10/2014	Printed		10655	AQUAFIX (THE BUGMAN)	MIDGE CONTROL-WWTF	4,160.20
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10049390	06/10/2014	Printed		10249	BLUETARP FINANCIAL INC.	SUPPLIES-VARIOUS	305.54
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10049392	06/10/2014	Printed		9743	CARQUEST AUTO PARTS	SUPPLIES-STREET/WWTF	136.64
10049393	06/10/2014	Printed		0503	CHAMPLAIN OIL COMPANY, INC.	VEHICLE FUEL-VARIOUS	3,656.01
10049394	06/10/2014	Printed		10549	CLAUSSEN ENTERPRISES, INC.	DOWNTOWN PLANTERS-STREET	705.28
10049395	06/10/2014	Printed		10651	CO-OPERATIVE INSURANCE	FRMR MRKT POLICY RENEW-EC DEV	341.00
10049396	06/10/2014	Printed		9788	COMCAST	CABLE-STREET	64.59
10049397	06/10/2014	Printed		1690	DEPOT HOME & GARDEN	GRASS SEED-STREET	90.40
10049398	06/10/2014	Printed		10644	DIRT TECH CO LLC	WOODS END RECONST	112,299.75
10049399	06/10/2014	Printed		0723	EMPLOYEE DATA FORMS OF MO LLC	EMPLOYEE DATA FORMS-ADMIN	23.00
10049400	06/10/2014	Printed		0710	ENDYNE, INC.	EFF BOD-WWTF	25.00
10049401	06/10/2014	Printed		10634	ENVISIONWARE INC	PROJECT SERVICES-LIBRARY	1,000.00
10049402	06/10/2014	Printed		0780	ESSEX EQUIPMENT SALES	SUPPLIES-STREET/LH	119.13
10049403	06/10/2014	Printed		0770	ESSEX JUNCTION SCHOOL DISTRICT	SCHL IMPACT FEE TRANSFER	2,308.78
10049404	06/10/2014	Printed		0795	TOWN OF ESSEX	RECORDINGS-PLAN	350.00
10049405	06/10/2014	Printed		10011	FAIR POINT COMMUNICATIONS, INC.	PHONE-FIRE	28.58
10049406	06/10/2014	Printed		0797	FALCON PLUMBING SERVICE, INC.	PLUMBING/HEATING REPAIR-LH	881.00
10049407	06/10/2014	Printed		0812	FASTENAL COMPANY	HARDWARE-WWTF	9.29
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10049409	06/10/2014	Printed		0836	FLAG SHOP OF VT	STICK FLAGS-FIRE	42.72
10049410	06/10/2014	Printed		10226	G & K SERVICES	SHOP TOWELS-STREET	58.81
10049411	06/10/2014	Printed		10650	JACQUES GILBERT	REFUND OF TAX OVERPAYMENT	5.72
10049412	06/10/2014	Printed		9726	GOT THAT RENTAL SALES, INC	GRADE STAKES-STREET	16.45
10049413	06/10/2014	Printed		24511	GRAINGER	EQUIP&SUPPLIES-WWTF/WATER	271.21
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10049416	06/10/2014	Printed		10598	GREEN MOUNTAIN POWER CORP #2	ELECTRICITY-VARIOUS	17,288.25
10049418	06/10/2014	Printed		0965	GREEN MOUNTAIN POWER CORP.	ELECTRICITY-VARIOUS	3,440.30
10049419	06/10/2014	Printed		1010	HACH COMPANY	LAB SUPPLIES-WWTF	1,111.60
10049420	06/10/2014	Printed		1035	DONALD L. HAMLIN	CRES CONN PROJ -CAP R	2,030.00
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10049422	06/10/2014	Printed		10653	HARVARD UNIVERSITY	CIRC MATERIALS-LIBRARY REPL	25.00
10049423	06/10/2014	Printed		9625	INGRAM LIBRARY SERVICES	CIRC MATERIALS-LIBRARY FRIENDS	26.53
10049424	06/10/2014	Printed		11631	INTEGRITY COMMUNICATIONS	NEW SYSTEM &PH REPAIR-WW/LH	3,018.81
10049425	06/10/2014	Printed		1210	JAMES JUTRAS	MILEAGE/UNIFORM REIMB-WWTF	145.99
10049426	06/10/2014	Printed		1216	JWC ENVIRONMENTAL	BRUSH SHAFT-WWTF	2,720.00
10049427	06/10/2014	Printed		10526	DAVE KELLER	DEPOSIT/BLOCK PARTY	500.00
10049428	06/10/2014	Printed		1257	HOWARD KIMBALL	MILEAGE REIMB-WWTF	103.04
10049429	06/10/2014	Printed		9454	LENNY'S SHOE & APP	UNIFORM/BUNDY-STREET	295.00
10049430	06/10/2014	Printed		1332	LENNYS SHOE AND APPAREL	UNIFORMS/JUTRAS-WWTF	203.00
10049431	06/10/2014	Printed		1353	LIMOGE & SONS GARAGE DOORS INC	SHED DOOR SERVICE-STREET	101.10
10049432	06/10/2014	Printed		13631	LYNN PUBLICATIONS	MEETS/ NOTICES ADS-ADMIN/PLAN	560.25
10049433	06/10/2014	Printed		14377	MANCHESTER HOSE & COUPLING INC	TRUCK HOSES-WWTF	515.00

Check Register Report

BL 6/10/14

Date: 06/06/2014

Time: 2:35 pm

Page: 2

Village of Essex Junction

BANK:

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10049437	06/10/2014	Printed		1539	LAUREN MORRISSEAU	MILEAGE REIMBURSEMENT-ADMIN	76.16
10049438	06/10/2014	Printed		10132	NOCO DISTRIBUTION LLC	SPECIALTY GREASE-WWTF	145.79
10049439	06/10/2014	Printed		10330	PEOPLE'S UNITED BANK	DEFICIT LOAN FINAL PYMNT	51,638.54
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10049441	06/10/2014	Printed		1789	PIKE INDUSTRIES, INC.	ASPHALT-STREET	1,801.10
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10049448	06/10/2014	Printed		21153	SOVERNET COMMUNICATIONS	PH/INTERNET-FIRE/STREET	221.73
10049449	06/10/2014	Printed		2124	STAPLES ADVANTAGE	LAB SUPPLIES-WWTF	822.49
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10049451	06/10/2014	Printed		2227	TI-SALES, INC.	WATER METERS-WATER/SANI	2,344.44
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10049453	06/10/2014	Printed		9507	VELLANO BROTHERS, INC	SUPPLIES-WATER	45.00
10049454	06/10/2014	Printed		23415	VERIZON WIRELESS	CELL PHONES-VARIOUS	373.79
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10049461	06/10/2014	Printed		24851	DON WESTON EXCAVATING, INC	EXCAVATION-STREET	605.00
10049462	06/10/2014	Printed		10319	WILLISTON WORKWEAR	UNIFORM-STREET	49.95
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				Total Payments: 78		Grand Total (excluding void checks):	274,996.77



Patrick Scheidel
Municipal Manager
PatS@essexjunction.org

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

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

MEMORANDUM

TO: Village Trustees
FROM: Pat Scheidel, Village Manager *PS*
DATE: June 10, 2014
SUBJECT: Lincoln Hall Lease Renewals for FYE 15

Issue

The issue is whether or not the Trustees approve lease renewals for Essex CHIPS and the Essex Junction Senior Center beginning July 1, 2014 through June 30, 2015.

Discussion

The two lease agreements are attached. Several years ago, the Trustees voted to waive the rental fee for the second floor offices in the attached policy.

Cost

The prevailing rental rates in Essex Junction are \$9.00 per square foot per annum. Because the Village does not charge rent or utilities to Essex CHIPS or the Senior Center, the municipality is absorbing the following costs annually:

Essex CHIPS – 5,200 s.f. = \$46,800. One-half of Lincoln Hall utilities = \$8,600. Total = \$55,400
Senior Center – 2,500 s.f. = \$22,500. One-quarter of Lincoln Hall utilities = \$4,300. Total = \$26,800

Recommendation

It is recommended that the leases be continued for another year.

**VILLAGE OF ESSEX JUNCTION
TRUSTEES' POLICY REGARDING THE
RENTAL OF LINCOLN HALL OFFICE SPACE**

ARTICLE I. PURPOSE: To establish guidelines for the rental of the second floor office space in Lincoln Hall.

Section 1. Eligibility Governmental and non-profit organizations. Priority shall be given to organizations serving the local community.

Section 2. Rent The rent shall be \$1.30 per square foot per year unless otherwise modified by the Village Trustees.

Section 3. Availability If space becomes available, the Village Manager shall advertise the space in a newspaper of general circulation.

Section 4. Lease

- a. All lessees shall be required to enter into a standard lease (see attached) unless otherwise waived or modified by the Village Trustees.

Adopted by the Village Trustees on 8/22/00.

LEASE

LEASE made this _____ day of _____, 2014 by and between the VILLAGE OF ESSEX JUNCTION, (hereinafter referred to as "Lessor") and ESSEX CHIPS (Community Helping to Inspire People to Succeed), (hereinafter referred to as "Lessee").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, Lessor does lease to Lessee the second floor of Lincoln Hall, Essex Junction, Vermont.

This lease is for the period of July 1, 2014 through June 30, 2015, unless sooner terminated as herein provided. It is understood that the Village of Essex Junction reserves the right to use the area above the Senior Center in Lincoln Hall for municipal government purposes. Such use shall not interfere with the Lessee's regularly scheduled use of the space.

Lessor and Lessee hereby agree to the following terms:

1. Lessee shall pay Lessor rent of \$1.00 per year, payable in advance to the Village Treasurer.
2. Lessor shall pay for the Lessee's water/sewer, heat and electric charges, and Lessee shall pay for all other utility costs incurred during the Lease term.
3. Lessee is permitted to connect to Cable TV provided they pay all associated costs.
4. Lessee shall be permitted to use Lessor's copier at \$.05 per copy.
5. Lessee shall keep the premises clean and in such repair as they are at the commencement of this Lease, reasonable use and wear excepted. Any damages caused by the lessee or guests shall be the responsibility of the lessee to fix in a timely manner.

Lessee may make non-structural changes to the demised premises without the prior written consent of the Lessor.

The Lessee has examined the premises, and acknowledges that they are, at the time of this Lease, in good order and repair and in a safe, clean and tenantable condition.

6. Lessee shall not sublet the premises nor assign this Lease, and occupancy shall be limited to the Lessee. Lessee shall be responsible for providing a key to the Lessor and allow access at all times. Lessee will provide a permission list for Lessor outlining individuals who can access keys. Lessor will not provide keys to any individuals not on the list without the express permission of the Executive Director or Village Manager.

7. The Lessee will not use nor allow the demised premises or any part thereof to be used for any unlawful purposes, nor in any noisy, boisterous, or other manner offensive to the other occupants in the building.
8. Lessee agrees to indemnify and hold harmless the Lessor from and against any loss, cost, damage and expense resulting from injury to any person or damage to or destruction of any property, caused by any act, omission or neglect of the Lessee, its agents, servants, employees or other persons in, upon or about the premises at the Lessee's invitation or consent. Lessee shall carry a minimum of \$1,000,000 general liability insurance to include property damage and name the Lessor as an additional insured. The Lessee shall provide the Lessor with a Certificate of Insurance within thirty (30) days of execution of this Lease.
9. Lessor makes no representations or warranties that the premises to be leased hereunder, and access thereto, are such that the Lessee may utilize the premises for its intended purposes and remain in compliance with state and federal prohibitions against discrimination against individuals with disabilities. Any architectural, structural, or other physical changes or accommodations, or auxiliary aids or services, necessary for compliance with such state and federal requirements shall be the responsibility of the Lessee. Lessee agrees to indemnify and hold harmless the Lessor from and against any claims, suits, damages, or loss of any kind, including costs of defense, resulting from or caused by Lessee's use of the leased premises in violation of such state and federal requirements.
10. The Lessor may, at its option, choose to terminate this Lease prior to its expiration by providing the Lessee with written notice at least sixty (60) days prior to the termination date specified in the notice.
11. The Lessee shall pay the Lessor any costs, including, if awarded by a court, reasonable attorney's fees, which the Lessor incurs in enforcing any provision of this Lease or in seeking eviction of the Lessee for violation of any provision of this Lease.
12. All notices required by this Lease shall be deemed given when delivered or mailed to:

Lessor: Village of Essex Junction
c/o Patrick Scheidel, Municipal Manager
2 Lincoln Street
Essex Junction, VT 05452

Lessee: Essex CHIPS
c/o Diana Ferguson, Executive Director
2 Lincoln Street
Essex Junction, VT 05452
13. Lessee shall be responsible for closing windows, turning off lights and locking doors after using the facility.
14. Fire Safety: No boxes or materials will be located within one foot of any radiators or block any entrances or exits. No electrical work shall be performed by anyone other than a certified electrician.

15. **Load Bearing Capacity:** The second floor of Lincoln Hall has a maximum load limit of 50 lbs. per square foot.

Accessibility for Individuals with Disabilities: The Lessee, by executing this Agreement, acknowledges familiarity with requirements of the Americans with Disabilities Act, which prohibits discrimination against individuals with disabilities by excluding such individuals from participation in, or denying them the benefits of, the services, programs or activities available to non-handicapped individuals. The Lessee agrees that it will not discriminate against individuals with disabilities. The Lessee agrees to take such steps as are necessary to make available to qualified individuals with disabilities the Lessee's services, benefits, and programs. The Lessee also agrees to take readily achievable measures to remove barriers and to provide auxiliary aids and services as necessary to provide access to its programs, benefits and services to individuals with disabilities.

IN WITNESS WHEREOF, the parties hereunto set their hands the date above recited.

IN THE PRESENCE OF:

VILLAGE OF ESSEX JUNCTION

Lessor:

By: _____
Patrick C. Scheidel, Municipal Manager

**STATE OF VERMONT
COUNTY OF CHITTENDEN**

At Essex Junction, Vermont, this _____ day of _____, 2014, Patrick Scheidel, Municipal Manager of the Village of Essex Junction, personally appeared and acknowledged this instrument by him sealed and subscribed, to be his free act and deed, and the free act and deed of the Village of Essex Junction.

Before me, _____
Notary Public

IN PRESENCE OF:

ESSEX CHIPS

Lessee:

By: _____
Diana Ferguson, Executive Director

**STATE OF VERMONT
COUNTY OF CHITTENDEN**

At Essex Junction, Vermont, this _____ day of _____, 2014, Diana Ferguson of Essex CHIPS (Community Helping to Inspire People to Succeed) personally appeared and acknowledged this instrument by her sealed and subscribed, to be her free act and deed.

Before me, _____
Notary Public

LEASE

LEASE made this _____ day of _____ 2014 by and between the VILLAGE OF ESSEX JUNCTION, (hereinafter referred to as "Lessor") and the ESSEX JUNCTION SENIOR CENTER, (hereinafter referred to as "Lessee").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, Lessor does lease to Lessee the area known as the Senior Center, Lincoln Hall, Essex Junction, Vermont.

This Lease is for the period of July 1, 2014 through June 30, 2015, unless sooner terminated as herein provided. It is understood that the Village of Essex Junction reserves the right to use the Senior Center for municipal government purposes. Such use shall not interfere with the Lessee's regularly scheduled use of the space.

Lessor and Lessee hereby agree to the following terms:

1. Lessee shall pay Lessor rent of \$1 per year, payable in advance to the Village Treasurer.
2. Lessor shall pay for the Lessee's water/sewer, heat and electric charges, telephone and trash removal.
3. Lessee is permitted to connect to cable TV provided they pay all associated costs.
4. Lessee shall keep the premises clean and in such repair as they are at the commencement of this Lease, reasonable use and wear excepted. Any damages caused by the lessee or guests shall be the responsibility of the lessee to fix in a timely manner.

Lessee may make non-structural changes to the demised premises without the prior written consent of the Lessor.

Lessee has examined the premises, and acknowledges that they are, at the time of this Lease, in good order and repair and in a safe, clean and tenantable condition.

5. Lessee shall not sublet the premises nor assign this Lease. Lessee shall be responsible for providing a key to the Lessor and allow access at all times. Lessor encourages expanded use of the space, including evenings, and to make it available for municipal use (Planning Commission, etc.) in accordance with the provisions established in the *Essex Junction Senior Center Policy Regarding Use After Hours* (Attachment A). Lessor will be available to provide assistance in managing the space, i.e., key pick up and drop off, checking the space after a public meeting to be sure everything is in order.

6. Lessee will not use nor allow the demised premises or any part thereof to be used for any unlawful purposes, nor in any noisy, boisterous, or other manner offensive to the other occupants in the building.
7. Lessee agrees to indemnify and hold harmless the Lessor from and against any loss, cost, damage and expense resulting from injury to any person or damage to or destruction of any property, caused by any act, omission or neglect of the Lessee, its agents, servants, employees or other persons in, upon or about the premises at the Lessee's invitation or consent. Lessee shall carry a minimum of \$1,000,000 general liability insurance to include property damage and name the Lessor as an additional insured. Lessee shall pay the entire cost of the premium and provide the Lessor with a Certificate of Insurance within thirty (30) days of execution of this Lease.
8. Lessor makes no representations or warranties that the premises to be leased hereunder, and access thereto, are such that the Lessee may utilize the premises for its intended purposes and remain in compliance with state and federal prohibitions against discrimination against individuals with disabilities. Any architectural, structural, or other physical changes or accommodations, or auxiliary aids or services, necessary for compliance with such state and federal requirements shall be the responsibility of the Lessee. Lessee agrees to indemnify and hold harmless the Lessor from and against any claims, suits, damages, or loss of any kind, including costs of defense, resulting from or caused by Lessee's use of the leased premises in violation of such state and federal requirements.
9. The Lessor or Lessee may, at its option, choose to terminate this Lease prior to its expiration by providing the other party with written notice at least sixty (60) days prior to the termination date specified therein.
10. The Lessee shall pay the Lessor any costs, including, if awarded by a court, reasonable attorney's fees, which the Lessor incurs in enforcing any provision of this Lease or in seeking eviction of the Lessee for violation of any provision of this Lease.
11. All notices required by this Lease shall be deemed given when delivered or mailed to:

Lessor: Village of Essex Junction
c/o Patrick Scheidel, Municipal Manager
2 Lincoln Street
Essex Junction, VT 05452

Lessee: Essex Junction Senior Center
c/o Peggy Pearson, President
2 Lincoln Street
Essex Junction, VT 05452

12. Lessee shall be responsible for closing windows, turning off lights and locking doors after using the facility.
13. Fire Safety: No boxes or materials will be located within one foot of any radiators.

Accessibility for Individuals with Disabilities: The Lessee, by executing this Agreement, acknowledges familiarity with requirements of the Americans with Disabilities Act, which prohibits discrimination against individuals with disabilities by excluding such individuals from participation in, or denying them the benefits of, the services, programs or activities available to non-handicapped individuals. The Lessee agrees that it will not discriminate against individuals with disabilities. The Lessee agrees to take such steps as are necessary to make available to qualified individuals with disabilities the Lessee's services, benefits, and programs. The Lessee also agrees to take readily achievable measures to remove barriers and to provide auxiliary aids and services as necessary to provide access to its programs, benefits and services to individuals with disabilities.

IN WITNESS WHEREOF, the parties hereunto set their hands the date above recited.

IN THE PRESENCE OF:

VILLAGE OF ESSEX JUNCTION

Lessor:

By: _____
Patrick C. Scheidel, Municipal Manager

**STATE OF VERMONT
COUNTY OF CHITTENDEN**

At Essex Junction, Vermont, this _____ day of _____, 2014, Patrick Scheidel, Municipal Manager of the Village of Essex Junction, personally appeared and acknowledged this instrument by him sealed and subscribed, to be his free act and deed, and the free act and deed of the Village of Essex Junction.

Before me, _____
Notary Public

IN PRESENCE OF:

ESSEX JUNCTION SENIOR CENTER

Lessee:

By: _____
Peggy Pearson, President

**STATE OF VERMONT
COUNTY OF CHITTENDEN**

At _____ this _____ day of _____, 2014, Peggy Pearson of the Essex Junction Senior Center personally appeared and acknowledged this instrument by her sealed and subscribed, to be her free act and deed.

Before me, _____
Notary Public

Patty Benoit

From: Nicole Fields <nfields@ccsuvt.org>
Sent: Wednesday, June 04, 2014 1:20 PM
To: Patrick C. Scheidel
Cc: Patty Benoit
Subject: Block Party 5K Request
Attachments: Light the Night 5K Trustee Request.pdf; Light The Night 5K Road Race.pdf

Hi Pat,

The Essex Junction Recreation and Parks Department is excited to be hosting the First Annual Light the Night 5K as part of the Essex Junction Block Party. This year's block party, the 13th annual, has been extended to accommodate this fun new evening run. The race will begin at 9pm and should finish no later than 9:45pm. The 3.1-mile out-and-back race starts off on Main Street and continues down Educational Drive, turning down Old Colchester Road, with the turn-around at the Tree Farm. Runners will cross the finish line on Railroad Avenue with the sounds of the Dave Keller Band playing nearby. Runners of all ages and abilities can participate in this race, which will feature multiple music and light stations along the course to keep the energy high. The proceeds will benefit the Heavenly Pantry food shelf and the Leukemia and Lymphoma Society.

We are requesting permission from the Trustees to close the streets affected by this event. Please find enclosed a detailed description of the route and street closings, which will be monitored by volunteers from our department, Essex Police, Essex Junction Fire Department, and Essex Junction Public Works.

If you have any questions or concerns, please feel free to contact me at (802) 878-1375 or by email at nfields@ccsuvt.org.

Thank you,

--
Nicole Fields, CPRP
Program Coordinator
Essex Junction Recreation and Parks
"We Create Community through People, Parks, and Programs"
75 Maple Street
Essex Junction, VT 05452
802-878-1375 x4408
www.ejrp.org



LIGHT THE NIGHT 5K



June 4, 2014

Dear Trustees,

The Essex Junction Recreation and Parks Department is excited to be hosting the First Annual Light the Night 5K as part of the Essex Junction Block Party. This year's block party, the 13th annual, has been extended to accommodate this fun new evening run. The race will begin at 9pm and should finish no later than 9:45pm. The 3.1-mile out-and-back race starts off on Main Street and continues down Educational Drive, turning down Old Colchester Road, with the turn-around at the Tree Farm. Runners will cross the finish line on Railroad Avenue with the sounds of the Dave Keller Band playing nearby. Runners of all ages and abilities can participate in this race, which will feature multiple music and light stations along the course to keep the energy high. The proceeds will benefit the Heavenly Pantry food shelf and the Leukemia and Lymphoma Society.

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If you have any questions or concerns, please feel free to contact me at (802) 878-1375 or by email at nfields@ccsuvt.org.

Sincerely,

Nicole Fields
Program Coordinator
Essex Junction Recreation and Parks Department



LIGHT THE NIGHT 5K



Runners will gather on Ivy Lane (near Main Street) prior to the start.

Left onto Main Street.

INTERSECTION CLOSINGS: [BEGINNING JUST PRIOR TO THE START OF THE RACE UNTIL THE LAST RUNNER GOES THROUGH THE EDUCATIONAL DRIVE/DRURY DRIVE/CENTRAL STREET INTERSECTION]

MAIN STREET / RAILROAD AVENUE

RAILROAD STREET / MAIN STREET

CHURCH STREET / MAIN STREET

GROVE STREET / MAIN STREET

PLEASANT STREET / MAIN STREET

MAIN STREET / EDUCATIONAL DRIVE

Left onto Educational Drive. [0.25 mile marker]

Straight through the intersection of Educational Drive/Drury Drive/Central Street.

INTERSECTION CLOSINGS:

DRURY DRIVE / EDUCATIONAL DRIVE [COMPLETELY CLOSED FOR START OF RACE; INTERMITTENT TRAFFIC AT DISCRETION OF GUARD AFTER THAT]

CENTRAL STREET / EDUCATIONAL DRIVE [COMPLETELY CLOSED FOR START OF RACE; INTERMITTENT TRAFFIC AT DISCRETION OF GUARD AFTER THAT]

ENTRANCE TO EDUCATIONAL DRIVE FROM DRURY DRIVE / CENTRAL STREET

[NO TRAFFIC WILL BE PERMITTED TO ENTER UNTIL THE LAST RUNNER IS THROUGH THE INTERSECTION ON THE WAY BACK]

Follow Educational Drive past the high school.

Right onto Old Colchester Road. [0.70 mile marker]

INTERSECTION CLOSINGS: [CLOSED FROM THE START OF THE RACE UNTIL THE LAST RUNNER IS ON TO EDUCATIONAL DRIVE]

GROVE STREET / NORTH STREET (ENTRANCE TO OLD COLCHESTER)

OLD COLCHESTER ROAD / THASHA LANE

OLD COLCHESTER ROAD / ENTRANCE TO TREE FARM FACILITY

Right onto the bikepath along the Tree Farm. [1.05 mile marker]

At the main entrance of the Tree Farm, turn left onto Old Colchester Road.[1.50 mile marker]

Run on Old Colchester Road.

Left onto Educational Drive. [2.35 mile marker]

Follow Educational Drive past the high school.

Straight through the intersection of Educational Drive/Drury Drive/Central Street.

INTERSECTION CLOSINGS:

DRURY DRIVE / EDUCATIONAL DRIVE [COMPLETELY CLOSED FOR START OF RACE; INTERMITTENT TRAFFIC AT DISCRETION OF GUARD AFTER THAT]

CENTRAL STREET / EDUCATIONAL DRIVE [COMPLETELY CLOSED FOR START OF RACE; INTERMITTENT TRAFFIC AT DISCRETION OF GUARD AFTER THAT]

Get onto the sidewalk after crossing the intersection. [2.75 mile marker]

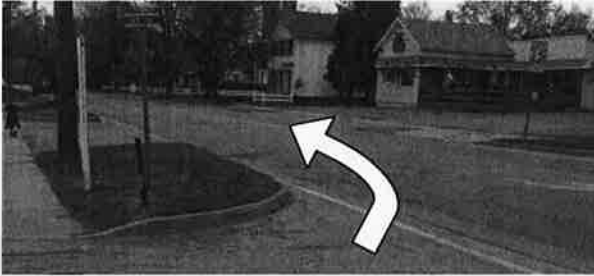
Right onto Main Street (stay on the sidewalk).

Right onto Railroad Avenue. [3.00 mile marker]

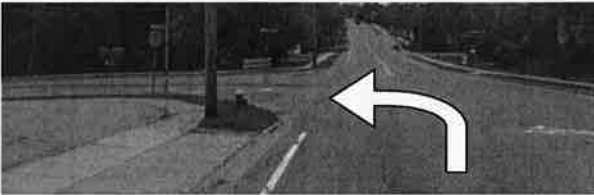
Continue to the finish line near the end of Railroad Avenue (by the train station). [3.10 mile marker]

Light The Night 5K Road Race Route

Runners will gather on Ivy Lane (near Main Street). Left onto Main Street.



Left onto Educational Drive. [0.25 mile marker]



Straight through the intersection of Educational Drive/Drury Drive/Central Street.



Follow Educational Drive past the high school. Right onto Old Colchester Road. [0.70 mile marker]



Right onto the bikepath along the Tree Farm. [1.05 mile marker]



At the main entrance of the Tree Farm, turn left (180 degrees) onto Old Colchester Road. [1.50 mile marker]



Run around the median into the right lane to start. Run on Old Colchester Road.



Left onto Educational Drive. [2.35 mile marker]



Follow Educational Drive past the high school. Straight through the intersection of Educational Drive/Drury Drive/Central Street.

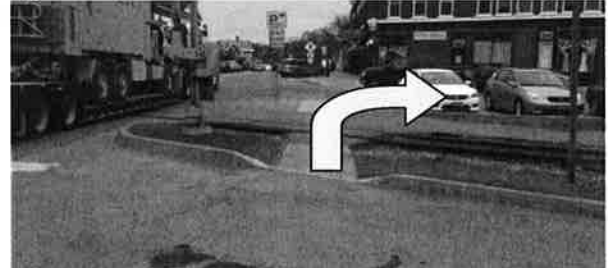
Get onto the sidewalk after crossing the intersection. [2.75 mile marker]



Right onto Main Street (stay on the sidewalk).



Right onto Railroad Avenue. [3.00 mile marker]



Continue to the finish line near the end of Railroad Avenue (by the train station). [3.10 mile marker]

