



TRUSTEES MEETING NOTICE & AGENDA
TUESDAY, MARCH 24, 2015 at 6:30 PM
LINCOLN HALL MEETING ROOM, 2 LINCOLN STREET

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE TO FLAG** [6:30 PM]
2. **AGENDA ADDITIONS/CHANGES**
3. **GUESTS, PRESENTATIONS AND PUBLIC HEARINGS**
 - a. Comments from Public on Items Not on Agenda
 - b. Joint Meeting with Prudential Committee
 - Report on Essex Junction Recreation & Parks Department
4. **OLD BUSINESS**
 - a. Approval of Whitcomb Heights II Open Space Agreement – Robin Pierce
 - b. Approval of Whitcomb Heights II Nature Trail Easement Deed – Robin Pierce
 - c. Update on Crescent Connector and Approval of Formal Name – Robin Pierce & Ande Deforge
5. **NEW BUSINESS**
 - a. Approval of Grant Application for Tree Canopy Grant – Robin Pierce
6. **VILLAGE MANAGER’S REPORT**
 - a. Various meetings
 - b. Trustees meeting schedule
7. **TRUSTEES’ COMMENTS & CONCERNS/READING FILE**
 - a. Board Member Comments
 - b. Minutes from Other Boards/Committees:
 - Bike/Walk Advisory Committee 3/16/15
 - Tree Advisory Committee 3/17/15
 - c. Letter to NECR General Manager about Train Derailment at Five Corners
 - d. Email from Gracie Engel Peirce Regarding Sidewalks on Hillcrest Road
 - e. Email from Tami Koester Regarding Sidewalks on Hillcrest Road
 - f. Email from Carmen Colley Regarding Sidewalks on West Hillcrest Road
 - g. Email from Lindsay Willis Regarding Sidewalks on Hillcrest Road
 - h. Email from Julie Cimonetti about Whitcomb Heights II Open Space and Nature Trail Issues with Responses from George Tyler and Tom Weaver
8. **CONSENT AGENDA**
 - a. Approve Minutes of Previous Meeting 3/10/15
 - b. Approve Warrants including check #10051104 through #10051199 totaling \$495,272.65
9. **ADJOURN**

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

Patty Benoit

From: szund@aol.com
Sent: Saturday, March 21, 2015 8:04 PM
To: Patty Benoit; Patrick C. Scheidel
Cc: eustis1970@comcast.net
Subject: Easement and Open Space Agreement

Hi Pat:

As you may recall, Steve Eustis indicated at the Trustees Meeting that some of the public may wish to provide input regarding the proposed easement and open space agreements. I received an email on Friday from Patty with the final agreements and notice that they are placed on the Trustees agenda for approval on Tuesday. This doesn't leave much time for input. I would like to bring up the following questions and points:

Pedestrian Trail:

1. I don't know why the term "nature trail" is being used since this trail has been referred to as a walking or pedestrian trail. The condo Master Declaration governing the open space and trail refers to the conveyance of a "pedestrian trail" as follows, not a "nature trail"

(h) the right, pursuant to the requirements of the Village of Essex Junction Planning Commission approval to convey the pedestrian trail(s) depicted on the Site Plan to the Village of Essex Junction.

In addition, on the site landscape plan map the name used is "potential pedestrian path." The pedestrian trail is a Common Element and listed in the Common Elements as "pedestrian paths".

I think it's important for future reference and to comply with the Master Declaration to convey a pedestrian trail and not a nature trail. The trail is a pedestrian trail and must be maintained as such. Does it present a problem to call this Pedestrian Trail Easement Deed?

Insurance:

2. The open space and pedestrian trail are owned by the Master Association, not South Street Associates as stated in the agreements. See below. The Declaration of Whitcomb Heights II A Planned Community is the governing document, however, it is not mentioned in the recitals or the agreements.

"4. South Street Associates, L.L.C. will by this Declaration delegate and assign to the Whitcomb Heights II Master Association, Inc. the power to control, manage and

maintain the Master Community Elements, to administer, enforce and maintain the covenants, conditions and restrictions of this Declaration, to collect and disburse the assessments hereinafter created, and to carry out any other functions set forth in this Declaration.

Section 5.1 Common Elements: Title to all Master Common Elements in Whitcomb Heights II is vested in the Master Association."

Those Common Elements include the open space and pedestrian trail. The Master Association comprises Whitcomb Heights II, Cluster 1 and Cluster 2. I live in Cluster 1. The problem is that the Master Association is still under the control of South Street Associates, however, the Declaration and condo documents state that the period of South Street Associates control of the Master Association expired long ago. See Section 8.3 of the Declaration. A Master Board of Directors needs to be established that complies with the Declaration and condo documents.

Why is this important? It's important because condo owners, not South Street Associates, are the owners and are responsible for the open space and pedestrian trail. The Declaration requires insurance for the Master Common Elements (open space and trail). The pedestrian trail will be covered by the Village's insurance. Condo owners have not been advised that the Master Association has insurance for the open space as required by the Declaration. Would it be possible for the Village to provide coverage for the open space in their insurance plan? Since the public will have access to the open space, why should these agreements be signed before condo owners are protected by the required liability insurance?

After the easement and agreement are signed, the condo owners are responsible through the Master Association for this land, not South Street Associates. If any issues arise regarding the open space or pedestrian trail, it is the Master Association Board's obligation to address them. Yet condo owners have not been advised that the Master Association Board has been established to include Cluster 1 and Cluster 2 representation as required by the Declaration.

I've asked our condo Board about the above issues, however, I have not received a response.

Open Space Agreement:

Recitals: G. . . . certain lands of the Grantor. The land in question is owned by the Master Association not the Grantor.

Section 4 (b) This is open space so I don't think this paragraph applies.

Section 4 (c) This allows hunting and fishing. Signs are now posted for no hunting and it's my understanding that no hunting and fishing is allowed.

Nature Trail Easement Deed

Change or delete wherever "lands of the Grantor appear."

Last paragraph - ... And the Grantor. . . is the sole owner of the land and premises. . .

I think these issues should be looked at prior to approval of any agreements. Would you kindly let me know if they can be addressed. Thank you for your time and attention to this matter.

Shirley Zundell



Community Development Department

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

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

MEMORANDUM

TO: Pat Scheidel, Village Manager, Trustees
FROM: Robin Pierce, Community Development Director
DATE: March 24, 2015
SUBJECT: Crescent Connector Update

Issue

The issue is to inform the Trustees of the status of the Crescent Connector.

Discussion

The Crescent Connector is moving through the process as required. The alignment of the road is set. No unresolved issues regarding railroad crossings have arisen. No further studies are required to move the new road forward or to benefit or enhance the visioning effort being led by Julie Campoli. The project team has been working on modeling of the light sequencing for the new road and rail crossing. Currently we are in the process of contacting property owners along the alignment of the new road to arrange meetings with them to discuss plans for mitigating the affects of the construction of the new road. If all goes as planned, the Right of Way (ROW) process will be completed by early 2016, the project will go out to bid in the Spring of 2016 and construction will take place over the summer of 2016.

The ROW drawings have not been developed yet. Once they are completed, an appraiser can be assigned to the project and costs associated with the needed easements will be assigned.

Cost

There is no cost associated with this issue.

Recommendation

This memo is for information purposes only.

6:30 p.m., Tuesday, March 24, 2015

Agenda

1.	6:30 p.m.	Call to Order
2.	6:31 p.m.	Joint Meeting with Essex Junction Village Trustees <ul style="list-style-type: none">• EJP Report
**	3.	7:55 p.m. Consent Agenda <ul style="list-style-type: none">• 2015-2016 Essex Junction School Calendar Approval• Approve Recommendations for Professional Appointment
4.	8:00 p.m.	Adjourn

**Denotes
Action Item

POSTED: Essex Junction Schools, CCSU Central Office, Village Office, Town Office, Brownell Library, Essex Free Library, "The Burlington Free Press"

ON-LINE: Prudential Committee Web-Site (www.ccsuvt.org/ccsu/boards)

The Prudential Committee governs the Essex Junction School District, a member district of Chittenden Central S.U. (www.ccsuvt.org)



Community Development Department

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

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

MEMORANDUM

TO: Pat Scheidel, Village Manager, Trustees
FROM: Robin Pierce, Community Development Director *RJP*
DATE: March 24, 2015
SUBJECT: Authorization to sign Open Space and Nature Trail Agreements for Whitcomb Heights II

Issue

The issue is whether or not the Trustees wish to enter into Open Space and Nature Trail Agreements with the property owners at Whitcomb Heights II.

Discussion

The documents in question are the result of modification of the boilerplate drafts provided by the Village which were adjusted to suit the specific site by attorneys for the residents of the property and reviewed by the Village attorney. The Village attorney made the following comments on the documents: The documents are in proper form. The changes clean things up but don't change the meaning. One thing seems to be more prominent than before: the rights given are enforceable only by the Village, not just any member of the public. This language is typical for easements and other property rights given to municipalities.

Cost

At this point in time the cost is the time to review the documents by the Village attorney. The cost going forward is hard to quantify, but less than the cost of ownership.

Recommendation

It is recommended that the Trustees exercise the option to enter into an Open Space and Trail easement Agreements with the homeowners at Whitcomb Heights II and authorize the Village Manager to execute the Open Space and Nature Trail Agreements to protect the homeowners at Whitcomb Heights II and ensure the Open Space and trails are available to Village residents in perpetuity.

Patty Benoit

Subject:

FW: FW: Open Space and Trail Easements

From: David Barra [<mailto:dbarra@barralaw.com>]

Sent: Tuesday, February 24, 2015 5:15 PM

To: Robin Pierce

Subject: Re: FW: Open Space and Trail Easements

Robin:

The documents are in proper form. The changes clean things up but don't change the meaning. One thing seems to be more prominent than before: the rights given are enforceable only by the Village, not just any member of the public. This is typical for easements and other property rights given to municipalities.

Dave

David A. Barra, Esq.

Law Offices of David A. Barra, PLC

PO Box 123, 26 Railroad Avenue

Essex Junction, VT 05453-0123

E-mail: dbarra@barralaw.com

Phone: 802-879-8102

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OPEN SPACE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2015, between **SOUTH STREET ASSOCIATES, LLC** a Vermont limited liability company with a place of business in Essex Junction, Vermont (the "Grantor"); and the **VILLAGE OF ESSEX JUNCTION**, a Vermont municipality situated in Chittenden County, Vermont (the Village").

Recitals

A. The Grantor is the owner of certain lands and premises in the Town of Essex which it acquired by (1) Administrator's Deed of Albert A. Cicchetti, Administrator c.t.a., of the Estate of Kathryn T. Whitcomb, dated March 11, 2002, recorded in Volume 480, Page 906, of the Land Records of the Town of Essex; and (2) Administrator's Deed of Albert A. Cicchetti, Administrator d.b.n, c.t.a., of the Estate of Robert M. Whitcomb, Sr., dated March 11, 2002, recorded in Volume 480, Page 903, of the Land Records of the Town of Essex.

B. The Grantor has commenced development of the lands and premises as a planned residential development consisting of up to 142 condominium units as shown and depicted on a plat entitled: "Whitcomb Heights II, Cascade and South Steets, Essex, Vermont Property Plat," prepared by O'Leary & Burke Civil Associates, dated February 14, 2003, recorded in Map Side 398 of the Land Records of the Town of Essex (the "Plan").

C. Grantor received final plan approval from the Village's Planning Commission for the planned residential development by written decision, dated December 16, 1999.

D. The Grantor, in presenting its proposal to the Planning Commission, agreed that ownership of certain lands would be offered to the Village for public access and recreation in consideration for the final approval.

E. The Grantor and the Village recognize the value of retaining the rural character of those lands and preserving them in their natural, scenic and open condition and in so doing furthering their aesthetic, agricultural and ecological value.

F. Title 10 V.S.A. Chapter 155 permits Vermont municipalities to acquire interest in land in the nature of conservation and open space easements.

G. The Village desires to acquire a conservation and open space easement regarding certain lands of the Grantor in furtherance of the purposes enumerated in 10 V.S.A. § 6301.

Terms and Provisions

NOW, THEREFORE, in consideration of the Planning Commission's approval of its planned residential development, the facts above recited, and of the mutual covenants, terms, conditions and restrictions herein contained, the Grantor and the Village agree as follows:

Section 1. Grant.

Subject to the terms of the Agreement, the Grantor, as an absolute and unconditional transfer, does hereby freely give, grant and convey unto the Village, its successors and assigns forever, a conservation and open space easement or restriction (the "Easement") with respect to the lands and premises shown and depicted as "Open Space 1" (the "Burdened Parcel") on a plat entitled "Whitcomb II, Cascade and South Streets, Essex, Vermont, Property Plat," dated February 20, 2003, recorded in Map Slide 398 of the Land Records of the Town of Essex. The nature and scope of the Easement is as follows:

- (a) The right of public view of the Burdened Parcel in its natural, scenic and open condition; and
- (b) The right of the official representatives of the Village, in a reasonable manner and at reasonable times, to enter and inspect the Burdened Parcel.

TO HAVE AND TO HOLD the Easement unto the Village and its successors and assigns, forever.

Section 2. Negative Covenants by the Grantor.

The Grantor covenants with the Village as follows:

- (a) *No Improvements.* There shall be no construction or placing of any buildings or structures of any kind, temporary or permanent on the Burdened Parcel.
- (b) *No Filling, etc.* There shall be no filling, excavating, dredging, mining or drilling, removal or topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the Burdened Parcel in any manner.
- (c) *Dumping, etc.* There shall be no dumping of ashes, trash, garbage or other unsightly or offensive material at the Burdened Parcel, and no changing of the topography of the Burdened Parcel through the placing of soil or other substance of materials such as landfill.
- (d) *No Vehicles.* There shall be no operation of motorized vehicles on the Burdened Parcel including but not limited to: snowmobiles, dune buggies, motorcycles, trail bikes or all-terrain vehicles.
- (e) *Environment.* There shall be no activities or uses on the Burdened Parcel which shall be detrimental or could be detrimental to drainage, flood control, water conservation, fish and wildlife or habitat preservation.

Section 3. Affirmative Covenants of the Grantor.

The Grantor covenants with the Village as follows:

(a) *Taxes.* The Grantor shall pay any real estate taxes or other assessments levied by competent authorities on the Burdened Parcel and shall relieve the Village from responsibility for maintaining the Burdened Parcel.

(b) *Subsequent Conveyances.* The terms, conditions, restrictions, and purposes of this Agreement will be inserted by reference in any subsequent deed, or other legal instrument, by which the Grantor divest itself of either fee simple title or possessory interest in the Burdened Parcel or in any of the property forming a part of the development.

Section 4. Limitation on Scope of Easement.

(a) Although this Easement will benefit the public as set forth in this Agreement, nothing in this Agreement shall be construed to convey a right to the public of access or use of the Burdened Parcel, and the Grantor shall retain exclusive right to use the Burdened Parcel for all purposes not inconsistent with this Agreement.

(b) The Burdened Parcel may be used for agricultural and farming purposes, including the cultivation of crops and animal husbandry; however, barns and fences will only be allowed with prior approval from the Trustees of the Village.

(c) The Grantor may, in its discretion and from time to time, prohibit hunting and fishing at or from the Burdened Parcel.

Section 5. Enforcement.

(a) The Village (and the Village alone) shall have the exclusive right to enforce by injunction or proceedings at law or in equity, the provisions of this Agreement.

(b) The Village acknowledges that this conveyance, together with the execution and delivery of a Nature Trail Easement Deed, of substantially even date hereof, satisfies and discharges the obligation of the Grantor to convey ownership of the areas described on the Grantee's approval, made on _____, 1999, of Whitcomb Height Phase II Parcel Four (Final Plan Approval); and

General Provisions

Section 6. Recitals; Incorporation by Reference.

The Recitals are an integral part of this Agreement and are incorporated herein by reference.

Section 7. Governing Law.

The grant herein is pursuant to the authority set forth in 10 V.S.A. ch. 155, as presently enacted and from time to time hereinafter amended, and that all of the provisions thereof shall be binding upon the Grantor and the Burdened Parcel.

Section 8. Successors and Assigns.

Each provision of this Agreement shall be binding on, and shall insure to the benefit, of the respective successors and assigns of the Grantor and the Village.

Section 9. Partial Invalidity.

If any part of this Agreement shall be decreed to be invalid by any court of competent jurisdiction, such decree shall not be interpreted so as to invalidate the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SOUTH STREET ASSOCIATES, LLC

By: _____

VILLAGE OF ESSEX JUNCTION

By: _____

STATE OF VERMONT
CHITTENDEN COUNTY, ss.

At Essex Junction, Vermont, this __ day of _____, 2015, _____, duly authorized agent of **SOUTH STREET ASSOCIATES, LLC**, personally appeared, and he acknowledged this instrument, by him signed and sealed to be his free act and deed and the free act and deed of **SOUTH STREET ASSOCIATES, LLC**.

Before me, _____
Notary Public

Print Name: _____

My commission expires: _____ 2/10/19 _____

STATE OF VERMONT
CHITTENDEN COUNTY, ss.

At Essex Junction, Vermont, this __ day of _____, 2015, _____, duly authorized agent of **VILLAGE OF ESSEX JUNCTION**, personally appeared and he acknowledged this instrument by him signed

and sealed, to be his free act and deed and the free act and deed of the **VILLAGE OF ESSEX JUNCTION**.

Before me, _____
Notary Public

Print Name: _____

My commission expires: 2/10/19

27160\002

OPEN SPACE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2015, between South Street Associates, LLC **SOUTH STREET ASSOCIATES, LLC** a Vermont Limited Liability Company **limited liability company** with a place of business in Essex Junction, Vermont (hereinafter referred to as the "**Grantors**"); and the **VILLAGE OF ESSEX JUNCTION**, a Vermont municipality corporation situated in Chittenden County, Vermont (hereinafter referred to as "**Municipality the Village**").

WITNESSETH: *Recitals*

A. ~~WHEREAS, the Grantors are~~ **The Grantor** is the owners of certain lands and premises in the ~~Municipality~~ **Town of Essex** which it acquired by (1) Administrator's Deed of Albert A. Cicchetti, Administrator c.t.a., of the Estate of Kathryn T. Whitcomb, dated March 11, 2002, ~~of record at~~ **recorded in** Volume 480, Page 906, of the **Land Records of the** Town of Essex ~~Land Records~~; and (2) Administrator's Deed of Albert A. Cicchetti, Administrator d.b.n, c.t.a., of the Estate of Robert M. Whitcomb, Sr., dated March 11, 2002, ~~of record at~~ **recorded in** Volume 480, Page 903, of the **Land Records of the** Town of Essex ~~Land Records~~; and.

B. ~~WHEREAS, the Grantors are developing said lands as a Planned Community~~ **The Grantor has commenced development of the lands and premises as a planned residential development** consisting of up to 142 condominium units ~~which is~~ **as** shown and depicted on a plat entitled: "Whitcomb Heights II, Cascade and South Steets, Essex, Vermont Property Plat," prepared by O'Leary & Burke Civil Associates, dated February 14, 2003, ~~and of record at~~ **recorded in** Map Side 398 of the **Land Records of the** Town of Essex ~~Land Records~~ (**the "Plan"**); and.

C. ~~WHEREAS, the Grantors have~~ **Grantor** received final subdivision **plan** approval from the ~~Municipality's~~ **Village's** Planning Commission for their ~~project~~ **the planned residential development** by written decision, dated December 16, 1999; and.

D. ~~WHEREAS, the Grantors~~ **The Grantor**, in presenting its proposal to the Planning Commission, agreed that **ownership of certain lands would be offered to the Village for public access and recreation** in consideration for the final subdivision and ~~planned residential~~ approval; and.

E. ~~WHEREAS, the Grantors~~ **The Grantor** and the ~~Municipality~~ **Village** recognize the value of retaining the rural character of ~~said~~ **those** lands and preserving them in their natural, scenic and open condition and in so doing furthering their aesthetic, agricultural and ecological value; and.

F. ~~WHEREAS, Title 10; V.S.A. Chapter 155, Vermont Statutes Annotated,~~ permits Vermont municipalities to acquire interest in land in the nature of conservation and open space easements; and.

G. ~~WHEREAS, the Municipality~~ **The Village** desires to acquire a conservation and open

space easement regarding certain lands of the Grantors in furtherance of the purposes enumerated in 10 V.S.A. § 6301.

Terms and Provisions

NOW, THEREFORE, ~~the Grantors, for and~~ in consideration of the Planning Commission's approval of its ~~subdivision and~~ planned residential development, the facts above recited, and of the mutual covenants, terms, conditions and restrictions herein contained ~~and as,~~ **the Grantor and the Village agree as follows:**

Section 1. Grant.

Subject to the terms o the Agreement, the Grantor, as an absolute and unconditional transfer, does hereby freely give, grant and convey unto the Municipality **Village,** its successors and assigns forever, a conservation and open space easement or restriction **(the "Easement")** ~~over the property described as "Open Space" on the above described plat, to be made a part hereof; consisting of the following:~~ **with respect to the lands and premises shown and depicted as "Open Space 1" (the "Burdened Parcel")** on a plat entitled "Whitcomb II, Cascade and South Streets, Essex, Vermont, Property Plat," dated February 20, 2003, recorded in Map Slide 398 of the Land Records of the Town of Essex. The nature and scope of the Easement is as follows:

~~1.(a)~~ **(a)** The right of public view of the ~~property~~ **Burdened Parcel** in its natural, scenic and open condition; **and**

~~2.(b)~~ **(b)** The right of the official representatives of the ~~Town~~ **Village,** in a reasonable manner and at reasonable times, to enter and inspect the ~~property~~ **Burdened Parcel**;

TO HAVE AND TO HOLD the Easement unto the Village and its successors and assigns, forever.

Section 2. Negative Covenants by the Grantor.

~~3. — The right of the Municipality and the Municipality alone, to enforce by injunction or proceedings at law or in equity, the covenants hereinafter set forth, and in furtherance of the foregoing affirmative rights, the Grantors, for themselves and their heirs, executors, administrators, successors and assigns, make the following covenants, which shall run with and bind the property in perpetuity:~~ **The Grantor covenants with the Village as follows:**

(a) No Improvements. There shall be no construction or placing of any buildings or structures of any kind, temporary or permanent on the ~~property~~ **Burdened Parcel** ~~once the project is finally completed.~~

(b) No Filling, etc. There shall be no filling, excavating, dredging, mining or drilling, removal or topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the ~~land~~ **Burdened Parcel** in any manner.

~~(c) The Grantors, their successors and assigns, shall have the right to use the conserved area for agricultural and farming purposes, including the cultivation of crops and animal husbandry; however, barns and fences will only be allowed with prior Selectboard approval.~~

(dc) *Dumping, etc.* There shall be no dumping of ashes, trash, garbage or other unsightly or offensive material **at the Burdened Parcel**, and no changing of the topography **of the Burdened Parcel** through the placing of soil or other substance of materials such as landfill.

(ed) *No Vehicles.* There shall be no operation of motorized vehicles on the ~~property~~**Burdened Parcel** including but not limited to: snowmobiles, dune buggies, motorcycles, **trail bikes** or all-terrain vehicles.

(fe) *Environment.* There shall be no activities or uses on the ~~property~~**Burdened Parcel** which shall be detrimental or could be detrimental to drainage, flood control, water conservation, fish and wildlife or habitat preservation.

Section 3. Affirmative Covenants of the Grantor.

The Grantor covenants with the Village as follows:

(a) *Taxes.* ~~The Grantors, for themselves and their successors and assigns, agree to~~**shall** pay any real estate taxes or other assessments levied by competent authorities on the ~~property~~**Burdened Parcel** and ~~to~~**shall** relieve the ~~Municipality~~**Village** from responsibility for maintaining the ~~property~~**Burdened Parcel**.

(b) *Subsequent Conveyances.* ~~The Grantors agree that the~~**The** terms, conditions, restrictions, and purposes of this ~~grant~~**Agreement** will be inserted by reference in any subsequent deed, or other legal instrument, by which the Grantors divest ~~themselves~~**itself** of either fee simple title or possessory interest in the ~~property~~**Burdened Parcel** or in any of the property forming a part of the development.

~~TO HAVE AND TO HOLD the said conservation easement and restriction unto the Municipality and its successors and assigns forever.~~

Section 4. Limitation on Scope of Easement.

(a) Although this Easement will benefit the public as set forth in this Agreement, nothing in this Agreement shall be construed to convey a right to the public of access or use of the Burdened Parcel, and the Grantor shall retain exclusive right to use the Burdened Parcel for all purposes not inconsistent with this Agreement.

(b) The Burdened Parcel may be used for agricultural and farming purposes, including the cultivation of crops and animal husbandry; however, barns and fences will only be allowed with prior approval from the Trustees of the Village.

(c) The Grantor may, in its discretion and from time to time, prohibit hunting and fishing at or from the Burdened Parcel.

Section 5. Enforcement.

(a) The Village (and the Village alone) shall have the exclusive right to enforce by injunction or proceedings at law or in equity, the provisions of this Agreement.

(b) The Village acknowledges that this conveyance, together with the execution and delivery of a Nature Trail Easement Deed, of substantially even date hereof, satisfies and discharges the obligation of the Grantor to convey ownership of the areas described on the Grantee's approval, made on _____, 1999, of Whitcomb Height Phase II Parcel Four (Final Plan Approval); and

General Provisions

Section 6. Recitals; Incorporation by Reference.

The Recitals are an integral part of this Agreement and are incorporated herein by reference.

Section 7. Governing Law.

~~It is the intention of the parties hereto that the~~The grant of easements and covenants herein is pursuant to the authority set forth in Title 10, Chapter 155, Vermont Statutes Annotated 10 V.S.A. ch. 155, as presently enacted and from time to time hereinafter amended, and that all of the provisions ~~thereof~~ of said Chapter shall be binding upon the Grantors, their successors and assigns and upon the property, and shall inure to the benefit of the Municipality, its successors and assigns ~~and the Burdened Parcel.~~

Section 8. Successors and Assigns.

Each provision of this Agreement shall be binding on, and shall inure to the benefit, of the respective successors and assigns of the Grantor and the Village.

Section 9. Partial Invalidity.

If any part of this ~~agreement~~Agreement shall be decreed to be invalid by any court of competent jurisdiction, such decree shall not be interpreted so as to invalidate the remainder of this ~~agreement~~Agreement.

~~Although this conservation restriction and easement will benefit the public as provided above; nothing herein shall be construed to convey a right to the public of access or use of the property, and the Grantors, for themselves and their successors and assigns, shall retain exclusive right to use the property for all purposes not inconsistent with this conservation restriction and easement.~~

IN WITNESS WHEREOF, the ~~Grantors hereunto set their hands and seals this~~ ___ day of

_____, 2015 parties have executed this Agreement.

IN THE PRESENCE OF

~~South Street Associates, LLC~~ **SOUTH STREET ASSOCIATES, LLC**

_____ By: _____

~~Village of Essex Junction~~ **VILLAGE OF ESSEX JUNCTION**

_____ By: _____

STATE OF VERMONT
CHITTENDEN COUNTY, ss.

At Essex Junction, Vermont, this ___ day of _____, 2015, _____, **duly authorized agent of SOUTH STREET ASSOCIATES, LLC**, personally appeared, and he acknowledged this instrument, by him signed and sealed to be his free act and deed **and the free act and deed of SOUTH STREET ASSOCIATES, LLC.**

Before me, _____
Notary Public

Print Name: _____

My commission expires: **2/10/19**

STATE OF VERMONT
CHITTENDEN COUNTY, ss.

At Essex Junction, Vermont, this ___ day of _____, 2015, _____, ~~duly authorized agent of the Village of Essex Junction~~ **VILLAGE OF ESSEX JUNCTION**, personally appeared and he acknowledged this instrument by him signed and sealed, to be his free act and deed and the free act and deed of the ~~Village of Essex Junction~~ **VILLAGE OF ESSEX JUNCTION.**

Before me, _____
Notary Public

Print Name: _____

My commission expires: 2/10/19

27160\002

NATURE TRAIL EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS: That **SOUTH STREET ASSOCIATES, LLC**, a Vermont limited liability company having a place of business in the Town of Essex, in the County of Chittenden and State of Vermont (the "Grantor"), in the consideration of TEN AND MORE DOLLARS paid to Grantor's full satisfaction by **VILLAGE OF ESSEX JUNCTION**, a Vermont municipality, located in the Town of Essex, in the County of Chittenden and State of Vermont (the "Grantee"), by these presents, does freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the Grantee, and the Grantee's successors and assigns, forever, certain easements on lands of the Grantor in the Town of Essex, in the County of Chittenden, and State of Vermont, described as follows:

Being a strip of land, ten feet (10') in width, for use as a nature trail by pedestrians, located as follows:

Commencing on the southerly side of South Street in the Village of Essex Junction, at the Grantor's westerly boundary;

thence proceeding in a generally southerly and easterly direction through the Grantor's lands and premises to the westerly sideline of Dunbar Drive;

thence continuing southerly through the Grantor's lands and premises to the northerly sideline of Cascade Street in the Village of Essex Junction.

Said strip of land is shown and depicted as "Future Trail," located within the limits of the area designated as "Open Space 1" on a plat entitled "Whitcomb II, Cascade and South Streets, Essex, Vermont, Property Plat," dated February 14, 2003, recorded in Map Slide 398 in the Land Records of the Town of Essex.

The centerline of the trail shall be the centerline of the easement.

The easement shall be used by residents of the Town of Essex as a nature trail by individuals walking on foot. The nature trail shall not be used for running or jogging. It is a condition of this conveyance that no bicycle, motorized traffic (including but not limited to motorcycles, dune buggies, trail bikes, all-terrain vehicles and snowmobiles) shall use the trail, except motorized vehicles used by the Grantee, or its agents designated for such purposes, for the purpose of maintaining or patrolling the trail.

The Grantee, its successors and assigns, shall (a) have the right to reconstruct, maintain and patrol the nature trail in its natural condition located within the easement described in this Nature Trail Easement Deed, including the right to install, maintain, repair and replace any necessary culvert or cut, at its or their sole cost, expense and risk and (b) shall patrol the easement area for the benefit of the residents of the Town of Essex.

By recording of this easement deed, the Grantee agrees, for itself and its successors and assigns, as follows:

(a) any lands and premises of the Grantor lying outside the scope of this easement disturbed or affected by Grantee's exercise of the rights granted hereunder shall be restored to their condition prior to such entry at the Grantee's own cost expense and risk and within a reasonable time, and

(b) acknowledges that it will indemnify and hold the Grantor, and its successors and assigns, harmless, to the full limits of liability insurance that the Grantee customarily maintains, for any injury or damage resulting from the public use of the nature trail and easement area not attributable to acts of the Grantor; and

(c) acknowledges that this easement has been donated to the Grantee, at no cost to the Grantee, with the intent that Grantor shall receive the full benefit and protection of 19 V.S.A. Section 2309; and

(d) acknowledges that this conveyance, together with the execution and delivery of an Open Space Agreement, of substantially even date hereof, satisfies and discharges the obligation of the Grantor to convey ownership of the areas described on the Grantee's approval, made on _____, 1999, of Whitcomb Height Phase II Parcel Four (Final Plan Approval);

(e) agrees that the Grantor retains the right to have the area of the easement considered and included as a constituent part of the whole of the Whitcomb II lands and premises for purposes of calculating setbacks, lot coverage, density and similar requirements of zoning and land use ordinances.

The Grantor, its successors and assigns, shall have the right to make use of the surface of so much of its lands and premises as is encumbered hereby, such as shall not be inconsistent with the use of said easement, but specifically shall place no structure, landscaping or other improvement within said easement areas which shall prevent or interfere with the Grantee's ability to use said easement.

No person shall succeed to the rights of the Grantee under this Nature Trail Easement Deed, whether by deed or operation of law, unless the successor or assignee (1) is a Vermont municipality or Vermont governmental entity and (2) executes and delivers to the Grantor, or its successor assign, an instrument, in form suitable for recording in the Land Records of the Town of Essex, confirming that the successor or assign is and shall be bound by the terms of this Nature Trail Easement Deed.

Being a portion of the lands and premises conveyed to South Street Associates, LLC, by: (1) Administrator's Deed of Albert A. Cicchetti, Administrator c.t.a., of the Estate of Kathryn T. Whitcomb, dated March 11, 2002, recorded in Volume 480, Page 906, of the Land Records of the Town of Essex; and (2) Administrator's Deed of Albert A. Cicchetti,

Administrator d.b.n, c.t.a., of the Estate of Robert M. Whitcomb, Sr., dated March 11, 2002, recorded in Volume 480, Page 903, of the Land Records of the Town of Essex.

Reference is hereby made to the above-referenced instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

TO HAVE AND TO HOLD the above described easement with all the privileges and appurtenances thereof, to the Grantee, and Grantee's successors and assigns, forever;

And the Grantor, for itself and its successors and assigns, does covenant with the Grantee, and the Grantee's successors and assigns, that until the ensealing of these presents it is the sole owner of the lands and premises, and has good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid, provided that such exception shall not reinstate any sch rights or encumbrances previously extinguished by 27 V.S.A. § 601 through § 606; and the Grantor hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed and acknowledged this ___ day of _____ A.D., 2015.

SOUTH STREET ASSOCIATES, LLC

By: _____
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Essex this ___ day of _____ 2015, _____, duly authorized agent of **SOUTH STREET ASSOCIATES, LLC** personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of **SOUTH STREET ASSOCIATES, LLC**.

Before me, _____
Notary Public

Print Name: _____

My Commission Expires: _____ 2/10/19 _____

NATURE TRAIL EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS: That ~~South Street Associates, LLC~~ **SOUTH STREET ASSOCIATES, LLC**, a Vermont limited liability company **having a place of business in the Town** of Essex, in the County of Chittenden and State of Vermont, ~~GRANTOR~~ (whether singular or otherwise, hereinafter referred to as **(the "Grantor")**), in the consideration of TEN AND MORE DOLLARS paid to Grantor's full satisfaction by **VILLAGE OF ESSEX JUNCTION**, a Vermont municipality, **located in the Town of Essex**, in the County of Chittenden and State of Vermont, ~~GRANTEE~~ (whether singular or otherwise, hereinafter referred to as **(the "Grantee")**), by these presents, **does** freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the ~~said~~ ~~Grantee~~, ~~VILLAGE OF ESSEX~~, a Vermont municipality, and **the** Grantee's successors and assigns, forever, certain ~~rights and~~ easements on lands of the Grantor in the Town of Essex, in the County of Chittenden, and State of Vermont, described as follows:

Being a strip of land, ten feet (10') in width, for use as a ~~pedestriannature~~ **nature** trail **by pedestrians**, **located as follows:**

~~commencing~~ **Commencing** on the southerly side of South Street in the Village of Essex Junction, at the Grantor's westerly boundary;

thence proceeding in a generally southerly and easterly direction through **the** Grantor's ~~property~~ **lands and premises** to the westerly sideline of Dunbar Drive, ~~and;~~

thence continuing southerly through **the** Grantor's ~~property~~ **lands and premises** to the northerly sideline of Cascade Street in the Village of Essex Junction.

Said strip of land is shown and depicted as "Future Trail,"; located within the limits of the area designated as "Open Space 1" on a plat entitled "Whitcomb II, Cascade and South Streets, Essex, Vermont, Property Plat," dated February 14, 2003, recorded ~~on February 20, 2003, at~~ **in** Map Slide 398; **in the Land Records of the Town** of the Essex ~~Land Records~~.

The centerline of the trail shall be the centerline of the easement.

~~Said~~ **The** easement ~~and right of way~~ shall be used by ~~the public~~ **residents of the Town of Essex** as a ~~pedestriannature~~ **nature** trail **by individuals walking on foot**, ~~subject to the~~. **The nature trail shall not be used for running or jogging.** It is a condition of this conveyance that no bicycles, motorized traffic; (including but not limited to motorcycles, **dune buggies**, trail bikes, **all-terrain vehicles** and snowmobiles;) shall ~~be allowed to use the pathway~~ **trail**, except motorized vehicles used by the Grantee, or its agents **designated for such purposes**, for the purpose of maintaining or patrolling the ~~nature~~ trail.

The Grantee, its successors and assigns, shall **(a)** have the right to reconstruct, maintain and patrol ~~said~~ **the nature** trail **in its natural condition** **located within the easement described in this Nature Trail Easement Deed**, including the right to install, maintain, repair and replace ~~any~~ **necessary culverts or cuts**, at its ~~or their~~ **sole cost, expense and risk** and **(b)** shall patrol **the easement area for the benefit of the residents of the Town of Essex.**

By recording of this easement deed, **the** Grantee agrees, for itself and its successors and assign, ~~that~~ **as follows:**

(a) any **lands and** premises of the Grantor lying outside the scope of this easement ~~and right of way~~ disturbed or affected by ~~Grantee's~~ exercise of the rights granted ~~it~~ hereunder; shall be restored to their condition prior to such entry at **the** Grantee's own cost **expense and risk** and within a reasonable time, and

(b) acknowledges that it will indemnify and hold **the** Grantor, **and its successors and assigns**, harmless, to the full limits of liability insurance that **the** Grantee customarily maintains, for any injury or damage resulting from the public use of ~~said right of way~~ **the nature trail and easement area** not attributable to acts of the Grantor; **and**

(c) ~~Grantee, by recording of this easement deed,~~ acknowledges that this easement has been donated to the ~~Village of Essex Junction~~ **Grantee**, at no cost to the ~~Village~~ **Grantee**, with the intent that Grantor shall receive the full benefit and protection of 19 V.S.A. Section 2309; **and**

(d) ~~acknowledges that this conveyance, together with the execution and delivery of an Open Space Agreement, of substantially even date hereof, satisfies and discharges the obligation of the Grantor to convey ownership of the areas described on the Grantee's approval, made on _____, 1999, of Whitcomb Height Phase II Parcel Four (Final Plan Approval); and~~

(e) ~~agrees that the Grantor retains the right to have the area of the easement considered and included as a constituent part of the whole of the Whitcomb II lands and premises for purposes of calculating setbacks, lot coverage, density and similar requirements of zoning and land use ordinances.~~

The Grantor, its successors and assigns, shall have the right to make use of the surface of so much of its ~~property~~ **lands and premises** as is encumbered hereby, such as shall not be inconsistent with the use of said easement ~~and right of way~~, but specifically shall place no structures, landscaping or other improvements within said easement areas which shall prevent or interfere with the Grantee's ability to use said easement ~~and right of way~~.

No person shall succeed to the rights of the Grantee under this Nature Trail Easement Deed, whether by deed or operation of law, unless the successor or assignee (1) is a Vermont municipality or Vermont governmental entity and (2) executes and delivers to the Grantor, or its successor assign, an instrument, in form suitable for recording in the Land Records of the Town of Essex, confirming that the successor or assign is and shall be bound by the terms of this Nature Trail Easement Deed.

Being a portion of the lands and premises conveyed to South Street Associates, LLC, by: (1) Administrator's Deed of Albert A. Cicchetti, Administrator c.t.a., of the Estate of Kathryn T. Whitcomb, dated March 11, 2002, ~~of record at~~ **recorded in** Volume 480, Page 906, of the **Land Records of the** Town of Essex ~~Land Records~~; and (2) Administrator's Deed of Albert A. Cicchetti, Administrator d.b.n, c.t.a., of the Estate of Robert M. Whitcomb, Sr., dated

March 11, 2002, ~~of record at~~ recorded in Volume 480, Page 903, of the Land Records of the Town of Essex ~~Land Records~~.

Reference is hereby made to the above-referenced instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

TO HAVE AND TO HOLD the above described easements ~~and rights~~ with all the privileges and appurtenances thereof, to the ~~said~~ Grantee, **VILLAGE OF ESSEX JUNCTION**, a ~~Vermont municipality~~, and Grantee's successors and assigns, forever;

And the ~~said~~ Grantor, ~~South Street Associates, LLC~~, for ~~Grantor and Grantor's heirs~~, ~~for itself and its~~ successors and assigns, does covenant with the ~~said~~ Grantee, and the Grantee's successors and assigns, that until the ensealing of these presents it is the sole owner of the **lands and** premises, and has good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid, provided that such exception shall not reinstate any sch rights or encumbrances previously extinguished by ~~Title 27 Vermont Statutes Annotated, Chapter 5, Subchapter 7~~ **V.S.A. § 601 through § 606**; and the Grantor hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed and acknowledged this ___ day of _____ A.D., 2015.

~~South Street Associates, LLC~~ **SOUTH STREET ASSOCIATES, LLC**

By: _____
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At **Essex** this ___ day of _____ A.D. 2015, _____, duly authorized agent of ~~South Street Associates, LLC~~ **SOUTH STREET ASSOCIATES, LLC** personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of ~~South Street Associates, LLC~~ **SOUTH STREET ASSOCIATES, LLC**.

Before me, _____
Notary Public

Print Name: _____

My Commission Expires: **2/10/19**



Community Development Department

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

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

MEMORANDUM

TO: Pat Scheidel, Village Manager, Trustees
FROM: Robin Pierce, Community Development Director *RP*
DATE: March 24, 2015
SUBJECT: Formal Name for the Crescent Connector Road: Railroad Street

Issue

The issue is whether or not the Trustees will approve the name for the new road in the Village with the project name of Crescent Connector.

Discussion

The Crescent Connector consists of a new phase, Park to Maple and the upgrade of an existing Village Street, Railroad Street. The new road and the existing street have several things in common. Both follow the rail line and both have no dwellings on the west side of the road.

There are names on file that have previously been approved by the Trustee for new Village streets and roads. However, Village staff met with Shannon Lunderville, the E-911 Coordinator, and it was felt the best name for the completed street would be Railroad Street, to achieve continuity. The current numbering on Railroad Street goes from low at the Maple Street end to high on the Main Street end. A change would need to be made to the current numbering to achieve the extended Railroad Street name. There are eight properties on Railroad Street that would be affected by a number change.

Cost

No Village costs have been associated with this change.

Recommendation

It is recommended that the Trustees approve Railroad Street as the name for the new street from Park Street to Main Street.



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MEMORANDUM

TO: Pat Scheidel, Village Manager, Trustees
FROM: Robin Pierce, Community Development Director *RP*
DATE: March 24, 2015
SUBJECT: VT Urban & Community Forestry Program's Tree Canopy Grants.

Issue

The issue is whether or not the Trustees wish to have Staff apply for a Tree Canopy Grant.

Discussion

An amount of \$40,000 is available from the grants program. Projects and initiatives that help communities care for tree canopy by taking steps towards developing and sustaining a community-wide tree program. The Caring for Canopy grant category is for projects focused on helping a community move their tree management program forward toward a sustained level. This action could include street and park tree inventories; management, protection and streetscape plan development; public policy development; training opportunities; tree planting; and tree maintenance.

Staff has been in discussion with CTE to develop a category in their curriculum for an urban tree nursery, and planting and maintenance of urban streets trees. The purpose of this grant would be to provide seed money to develop this initiative. The end goal is to strengthen the relationship between the Village and CTE and reduce the cost of maintaining and developing the urban canopy. The street trees would be supplied and planted by CTE students as part of their course requirements and thus help them develop a skill set that is needed by Municipalities and Parks throughout the country.

Grants range from \$500 to \$5,000 and require a 50-50 match (total project cost range is \$1,000-\$10,000). Proposals are due April 10th. The Trustees have already created a budget item for trees under Streetscape Maintenance. The initial allocation was \$10,000. These funds could be used to match any grant that may come from an application.

Cost

The cost to the Village would be 50% of any grant received. The maximum cost would be \$5,000.

Recommendation

It is recommended by Staff that the Trustees approve this grant application, and use Street Maintenance funds for any match requirement.

Patty Benoit

Subject:

FW: Canopy Grants Announced

From: Bob Travers [<mailto:btravers@ccsuvt.org>]

Sent: Friday, March 06, 2015 1:32 PM

To: Robin Pierce

Cc: Jason Kittredge

Subject: Re: Canopy Grants Announced

Hi Robin,

We are still very much interested in participating. In fact, the concept was included in the forestry use plan. Jason Kittredge, the Forestry Instructor, believes we can convert some of the acreage at the tree farm into this use.

I will copy him on this email to let him know you continue to explore the process. Please let us know how we can help.

Also, just want to confirm that, according to the use plan, Jason plans to harvest some of the trees at the Tree Farm over the next few weeks. This is planned maintenance. He will report the volume and inventory the useable product with an estimated value once completed but before any sale transaction happens.

Bob

Bob Travers, M.Ed.
Center for Technology, Essex
Principal / Director
(802)879-5561
btravers@ccsuvt.org

On Fri, Mar 6, 2015 at 1:18 PM, Robin Pierce <robin@essexjunction.org> wrote:

Hi Bob,

When we spoke previously you showed an interest in CTE students developing nursery and arborist skills that would assist the Town and Village with street tree selection, planting and maintenance as this would enable students to develop a skill set that is in demand from municipalities throughout the country. This grant, which the Village would apply for, seems like a good way to get some seed money for the initiative. Thoughts/comments?

Thanks,

Robin.

2015 Communities Caring for Canopy Grants Announced

\$40,000 is available for the VT Urban & Community Forestry Program's grants program this year. Proposals will be considered for projects and initiatives that help communities care for tree canopy by taking steps towards developing and sustaining a community-wide tree program. Proposals are due April 10th, 2015. Grant information, documents, and proposal instructions can be found [online](#).

7. 2015 CARING FOR CANOPY GRANT INFORMATION

Due to the fact that the committee would only be purchasing one tree for Hiawatha School, they decided not to pursue the mini-grant opportunity.

Mary Jo asked for clarification about the grant program, and Nick explained it to her.

Nick showed the committee members a memo written by Community Development Director Robin Pierce regarding a proposal to use the Caring for Canopy grant to partner with CTE to develop a tree nursery. After discussing the opportunity, and some of the questions that they had, the committee developed the following statement:

Upon reviewing the memo from Robin Pierce regarding the establishment of a tree nursery at CTE, the Tree Advisory Committee has many concerns. These include:

- Lack of knowledge of nursery location, logistics, maintenance plan, and continual fiduciary responsibility.
- The FYE 15 Streetscape budget is already allocation for tree care and maintenance.

The committee would support a feasibility study of this project before grant monies are leveraged.

MOTION by WOODY, SECOND by NICK to pass the above as a formal statement of the committee regarding the Caring for Canopy grant. VOTING: unanimous; motion carried.

8. ARBOR DAY UPDATE

Woody mentioned that he has been in discussions with both ADL and Hiawatha schools. ADL has agreed to pay up to \$200 for the purchase of a tree, and would prefer a red maple. Warren recommended an autumn blaze be planted in this area, due to its hardiness. The tree would be planted somewhere behind the school, and the date of the planting celebration has not yet been confirmed.

Hiawatha is willing to allow the committee to select an appropriate planting location. The school will be organizing the celebration on their own, and would like to hold it on May 1st so that they are able to tie it into an existing assembly. It was decided that the planting event would be held at 9:30 AM. Several committee members will try to attend.

The committee will look into the possibility of getting a donated tree for Hiawatha school. Woody will check with the school to ensure that they will be able to water the newly planted tree throughout the summer.

Mary Jo suggested creating an event template to make planning the Arbor Day celebrate easier for future years.



MEMORANDUM

TO: Village Trustees
FROM: Pat Scheidel, Municipal Manager
DATE: March 24, 2015
SUBJECT: Trustees Meeting Schedule

TRUSTEES MEETING SCHEDULE/EVENTS

April 1 at 6:00 PM – Community Supper

April 1 at 7:00 PM – Annual Meeting

April 14, 7 AM to 7 PM – Australian Ballot Voting

April 14 at 6:30 – Regular Trustees Meeting

- Presentation by Essex Governance Group

April 28 at 6:30 – Regular Trustees Meeting

May 12 at 6:30 – Regular Trustees Meeting

May 23 at 10 AM – Memorial Day Parade

May 26 at 6:30 – Regular Trustees Meeting

June 9 at 6:30 – Regular Trustees Meeting

June 23 at 6:30 – Regular Trustees Meeting

July 14 at 6:30 – Regular Trustees Meeting

July 18 from 5-10 PM – Block Party & Street Dance

July 28 at 6:30 – Regular Trustees Meeting

Essex Junction Amtrak Train Station Access and Circulation Study

Public Meeting #1

April 2nd at 6:00 PM

Essex Jct. Village Office, 2 Lincoln St.

Sponsored by the Village of Essex Junction

**Come share your ideas on how to improve
the train station!**

***The study area includes Railroad Avenue,
Ivy Lane and the immediate area around
the Amtrak train station***

www.ccrpcvt.org

The Study is sponsored by the Chittenden County Regional Planning Commission (CCRPC) and the Village of Essex Junction. All are welcome and encouraged to attend. In accordance with provisions of the Americans with Disabilities Act (ADA) of 1990, the CCRPC and Village of Essex Junction will ensure that public meeting sites are accessible to people with disabilities. Requests for free interpretive or translation services, assistive devices, or other accommodations should be made to Emma Long, CCRPC Title VI Coordinator, elong@ccrpcvt.org, 802-846-4490 ext. 21 (711 for Telecommunications Relay Services), at least 72 hours in advance. For additional information, contact Christine at 846-4490 ext. 13 or cforde@ccrpcvt.org.

MINUTES SUBJECT TO CORRECTION BY THE ESSEX JUNCTION BIKE/WALK ADVISORY COMMITTEE. CHANGES, IF ANY, WILL BE RECORDED IN THE MINUTES OF THE NEXT MEETING OF THE COMMITTEE.

**VILLAGE OF ESSEX JUNCTION
BIKE/WALK ADVISORY COMMITTEE
MINUTES OF MEETING
MARCH 16, 2015**

MEMBERS PRESENT: Rick Hamlin, Phoebe Spencer, Jud Lawrie, Jeff Frolik, Eric Bowker

ADMINISTRATION: Darby Mayville, Community Relations/Economic Development Assistant

1. CALL TO ORDER

Rick called the meeting to order at 5:50 PM.

2. MINUTES REVIEW

MOTION BY JUD, SECOND BY PHOEBE TO ACCEPT FEBRUARY MINUTES. MOTION PASSED.

3. AGENDA ADDITIONS

Rick asked to add an update on the League of American Bicyclists application to the agenda. All agreed.

4. LEAGUE OF AMERICAN BICYCLISTS APPLICATION UPDATE

Rick mentioned that he had received an e-mail from the League of American Bicyclists looking for community feedback on the Village's recent application. He said that he would forward it to the committee, and recommended that they forward it onto local friends who are avid bicyclists.

Darby mentioned that she believes that the recent Bicycle Friendly Communities application has reignited interest in the Village's 2012 Walk Friendly Communities application. She has received two phone calls related to this in the past month. One was from an organic living magazine, who would like to mention Essex Junction in an upcoming edition. The other was from a shoe company in California, who would like to outfit an Essex Junction walking team with their shoes. She referred the shoe company to EJRP.

5. PLANNING FOR MAY EVENT

Rick said that it is important for the committee to begin planning for this event now, as a strong turnout is desired. The first task for the committee is setting a date.

Eric noted that May is National Bike Month, and the week of May 11th is National Bike to Work Week. He said that there are many national events and programs occurring during this time, and suggested that the committee hold an event this week.

Rosalind noted that May 4th-8th is Bike to School Week, and that Summit Street School will have the bike trailer that they received through a grant during that time. It would be possible to have the trailer at the event; however there is a \$25 fee to have it moved from its current location. All agreed that it would be nice to have the trailer at this event.

Rick suggested holding the event on a Saturday in order to attract more families. He also suggested inviting a local bike shop, and offering food of some type. Phoebe suggested holding the event at Maple Street Park. The area in front of the tennis courts would be optimal, due to its visibility from the road. The ADL parking lot was also discussed as a potential location, and it was determined that this would be a second choice for the event if Maple Street Park is not available.

The committee decided to hold the event on May 9th, between Bike to Work Week and Bike to School Week. The event is tentatively scheduled from 10 AM-2 PM. The possibility of a rain date was also discussed.

Phoebe suggested contacting some of the Five Corner's Farmer's Market vendors to see if they would be interested in selling food at the event. If these vendors are not available, the committee will look into the possibility of supplying food for the event.

Rosalind suggested having a helmet fitting station, with the possibility of a local bike shop offering discount coupons on a future helmet purchase for those who participate. She also suggested contacting the smoothie bike to see if it would be available.

Phoebe said that Local Motion ran a helmet fitting station and pop up helmet shop at UVM annually. They teamed up with a local store and are able to sell last season's helmets at a considerable discount. This is planned in partnership with the Bike Users Group club at UVM.

Rosalind suggested having a raffle at the event. Eric suggested that the committee have an informational table to educate the public on their recent activities.

Rick suggested having a slow roll ride at the event. He thought that this would be a good way of introducing the community to the idea. It was decided to hold two slow rolls at the event, one in the morning and another in the afternoon.

The committee decided to move their next meeting to April 13th in order to have more time to plan the event.

Project Assignments

- Darby will contact Lori Houghton to see if any of the Farmer's Market vendors would be interested in selling food at the event. She will also publicize the event through Front Porch Forum and the Village Newsletter.

- Eric will talk to EJRP about the possibility of using Maple Street Park. He will check to see when opening day of Little League is. He will contact local bike shops to see if any of them are interested in coming to the event.
- Phoebe will talk to Local Motion about the possibility of doing helmet fitting and sales. She will also talk to the Bike Users Group at UVM to see if any of them would be interested in attending the event.
- Rosalind will talk to Local Motion to see about the possibility of moving the bike trailer for the event.
- Rick will contact a musician who operates a one man band to see if he is interested in performing at the event.

6. COMMITTEE BUDGET

This item was tabled.

7. UPDATE SHORT, MEDIUM, AND LONG TERM GOALS

This item was tabled.

8. PUBLIC INPUT

None.

9. NEXT MEETING & AGENDA

- Next Meeting: April 13th at 5:45 PM
- Agenda Items:
 1. Minutes Review;
 2. Planning for May Event;
 3. Committee Budget;
 4. Update Short, Medium, and Long Term Goals;
 5. Public Input.

10. ADJOURNMENT

MOTION BY JUD, SECOND BY ERIC TO ADJOURN THE MEETING. MEETING ADJOURNED AT 6:47 PM.

Respectfully submitted, Darby Mayville.

MINUTES SUBJECT TO CORRECTION BY THE ESSEX JUNCTION TREE ADVISORY COMMITTEE. CHANGES, IF ANY, WILL BE RECORDED IN THE MINUTES OF THE NEXT MEETING OF THE COMMITTEE.

**VILLAGE OF ESSEX JUNCTION
TREE ADVISORY COMMITTEE
MINUTES OF MEETING
MARCH 17, 2015**

MEMBERS PRESENT: Nick Meyer, Warren Spinner, Woody Martel

ADMINISTRATION: Darby Mayville, Community Relations and Economic Development Assistant

OTHERS PRESENT: Mary Jo Engel

1. CALL TO ORDER

The meeting was called to order at 5:42 PM by Nick.

2. ADDITIONS OR AMENDMENTS TO AGENDA

Warren asked to add a Tree Warden Activities Update. All agreed.

3. MINUTES REVIEW

MOTION by WARREN, SECOND by WOODY, to approve the February minutes. VOTING: unanimous; motion carried.

The review of the January meeting minutes was tabled until the next meeting.

4. MANAGEMENT PLAN REVIEW

Last week, Darby sent out an updated Management Plan for the committee to review. She needs to add two pictures into the document and it will be complete.

Nick suggested sending the plan back to the Urban & Community Forestry Program for their review, as well as having it reviewed by Rick Jones, Public Works Superintendent. Once this has been completed, the document will be reviewed by the Village Trustees. Presenting this document to them will also be a good time for the committee to give the Trustees a general report on their activities.

Warren suggested that it would be good for the committee to review and update the plan annually.

5. 2015 TREE PLANTING PLANNING

Nick said that a letter was sent to four private landowners on Main Street, and that all of them are happy with the idea of the Village planting a street tree on their property.

Warren added that trees are selling out very quickly this year, as there is more professional landscaping than in previous years due to the fact that the economy is recovering. The committee may have to select smaller trees (2" caliper) due to a lack of availability of larger ones.

Mary Jo asked if the idea of purchasing trees through the annual Winooski Conservation District tree sale had been discussed? Nick said that many of these trees would be too small for our use.

Nick said that he would be following up with each property owner to see their site for a second time, and discuss species preferences with them.

The committee has found a total of seven desired planting locations, which include four on private property and three on the public right of way. Warren suggested seeing if any of the neighbors might be willing to water the trees that are on the public right of way near their homes. He also reminded the group that Dig Safe needed to be contacted before any plantings occur.

Nick suggested contacting FairPoint to see if they are interested in having a tree planted on their property, as it would be nice to have more trees around the Farmer's Market area.

6. PRUNING PLANNING

Warren mentioned that he had a ride along with Rick this week to discuss pruning. They are focusing on trees that are growing on private property, yet will affect the public right of way. They noted some hazardous trees as well. Warren mentioned that the Burlington, Public Works Department can remove a tree deemed to be a threat, and subsequently bill the landowner, if they were unwilling to move it on their own. In Essex Junction, the ability to bill the homeowner is not an option, and Public Works currently would need to absorb this cost.

The committee decided that the following areas are priority locations for pruning:

1. Downtown elm trees;
2. Pearl Street turnaround;
3. Drury Drive;
4. Cascade Street ash trees.

MOTION by NICK, SECOND by WARREN, to request the allocation of \$6,000 in the streetscape budget to pruning. VOTING: unanimous; motion carried.

Nick noted that there is also money in the Town's budget for tree care, however he believes that it is mostly for removal.

Darby said that she would check the tree budget (for both streetscape and removal) and determine if any money has been spent on removal. If not, it is hoped that some of this money can be spent on streetscape improvements.

7. 2015 CARING FOR CANOPY GRANT INFORMATION

Due to the fact that the committee would only be purchasing one tree for Hiawatha School, they decided not to pursue the mini-grant opportunity.

Mary Jo asked for clarification about the grant program, and Nick explained it to her.

Nick showed the committee members a memo written by Community Development Director Robin Pierce regarding a proposal to use the Caring for Canopy grant to partner with CTE to develop a tree nursery. After discussing the opportunity, and some of the questions that they had, the committee developed the following statement:

Upon reviewing the memo from Robin Pierce regarding the establishment of a tree nursery at CTE, the Tree Advisory Committee has many concerns. These include:

- Lack of knowledge of nursery location, logistics, maintenance plan, and continual fiduciary responsibility.
- The FYE 15 Streetscape budget is already allocation for tree care and maintenance.

The committee would support a feasibility study of this project before grant monies are leveraged.

MOTION by WOODY, SECOND by NICK to pass the above as a formal statement of the committee regarding the Caring for Canopy grant. VOTING: unanimous; motion carried.

8. ARBOR DAY UPDATE

Woody mentioned that he has been in discussions with both ADL and Hiawatha schools. ADL has agreed to pay up to \$200 for the purchase of a tree, and would prefer a red maple. Warren recommended an autumn blaze be planted in this area, due to its hardiness. The tree would be planted somewhere behind the school, and the date of the planting celebration has not yet been confirmed.

Hiawatha is willing to allow the committee to select an appropriate planting location. The school will be organizing the celebration on their own, and would like to hold it on May 1st so that they are able to tie it into an existing assembly. It was decided that the planting event would be held at 9:30 AM. Several committee members will try to attend.

The committee will look into the possibility of getting a donated tree for Hiawatha school. Woody will check with the school to ensure that they will be able to water the newly planted tree throughout the summer.

Mary Jo suggested creating an event template to make planning the Arbor Day celebrate easier for future years.

9. TREE WARDEN UPDATE

Warren said that he has been working with a variety of organizations, including VTrans, the Village Community Development Department, and the Vermont Division for Historical Preservation, to plan a shared use path along Pearl Street.

He noted that he had little to update the committee on regarding the construction at 4 Pearl Street. Nick said that he was unsure if a permit for construction had been issued or not.

Nick informed that committee that Annual Village Meeting was coming up on April 1st. He suggested that the committee set up an informational display between 5:30 PM-7 PM, to attract people on their way to dinner.

10. PUBLIC INPUT

None.

11. MEETING SCHEDULE

Next meeting

- April 21st at 5:30 PM

Agenda Items

- TBD

12. ADJOURNMENT

MOTION by NICK, SECOND by WOODY, to adjourn the meeting. VOTING: unanimous; motion carried. The meeting was adjourned at 7:35 PM.

Respectfully submitted,
Darby Mayville

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



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

March 11, 2015

Mr. Chad Mowery, General Manager
New England Central Railroad
2 Federal Street, Suite 201
St. Albans, VT 05478

Re: Train Incident March 5-6, 2015

Dear Mr. Mowery:

The derailment of a train containing liquid propane on the evening of March 5, 2015 caused great concern among the municipal officials and residents of the Village of Essex Junction.

We understand that a wheel bearing seized and the situation developed to a dual-axle unit dislodging. The problem axle was seen sparking in Colchester and reported to our police department. There was potential for this incident to have become a major threat to our community.

In view of the above, we are asking for information related to the maintenance records of this train and the last time the bearing was maintained. We would also like any information we can put out to alleviate worry on the part of our residents regarding trains with hazardous cargo going through the middle of our Village.

Your attention to this matter is greatly appreciated.

Sincerely,

Patrick C. Scheidel
Municipal Manager

cc: Robert Richardson, Assistant General Manager
Village of Essex Junction Board of Trustees

Patty Benoit

From: Gracie Engel <massagebygracie@yahoo.com>
Sent: Wednesday, February 25, 2015 1:34 PM
To: Patty Benoit; bheath@dlhce.com
Subject: Hillcrest Drainage and Water Improvements Project

To: Patrick Scheidel and Ben Heath,

I am unable to attend the informational meeting tonight regarding the Hillcrest Rd. project due to a class I am taking on Wednesday nights. My husband might not be able to attend either, due to him being in charge of childcare tonight. We are truly grateful that the drainage/water issues are finally being addressed after many years on this road, and due to living at the bottom of the hill (#1 Hillcrest) we can tell you-this is a really important need. So in advance I want to say thank you for giving this problem some attention.

However, I am not sure if there will be many other opportunities before the project begins, so I would like to make a couple of my concerns known-as I would have expressed them at the meeting.

1. I am disappointed that this meeting is scheduled during school vacation, with very little notice and when some of my neighbors are out of town on planned school break vacations. It reminds me of when a requested "speed study" was done on our road a few years ago and it was over Memorial Day weekend, when school was out and the road was closed to traffic for a good part of the weekend due to the Memorial Day parade. This led to an appearance that there is no speed problem on our road, which I would like to make clear-is still a VERY BIG PROBLEM. Especially when school is in session.

2. Pretty much everyone who lives on Hillcrest has expressed support for a sidewalk on our road and yet the letter about tonight's meeting does not mention anything about this. It seems to me that a large-scale drainage/water project would be an excellent time to install a sidewalk while the road is already torn apart and you have our support to do this!!!! We have not heard anything more about it and wonder where it stands. My husband and I were thrilled to buy our house in such proximity to the elementary schools our child would be attending. However, there is nowhere on our road where a child can safely walk to school because there is no sidewalk, and snow banks make it worse. We have to cut through backyards in order to reach Summit Street School safely. I have personally experienced getting run off my road onto neighbor's lawns in order to navigate the road safely-in fact if you look you will see that we have basically worn a footpath along the right side of the road going uphill. The corners of the road that turn onto Prospect at the top and Pearl at the bottom are just downright terrifying. I know some of my neighbors have almost been hit by cars at both ends. It just seems to make sense to me that if we are on a road that leads to a school and *we are a walking district* that kids would have a safe way to access the school *on foot*. And on a street that many people use as a cut-through around the traffic at the Five Corners and where many people disregard the speed limit, I would think that safety - especially for our community's children- would be considered a priority.

Thank you very much for your time and please let me know where the issue of the sidewalk stands.

Gracie Engel Peirce
(802)233-1707

Patty Benoit

From: George Tyler
Sent: Thursday, March 12, 2015 10:11 AM
To: tamitamik@gmail.com; Daniel Kerin; Elaine Sopchak; Lori Houghton; Andrew Brown
Cc: Patrick C. Scheidel; Patty Benoit
Subject: RE: Hillcrest Rd and Prospect St sidewalks

Tami,

Thank you for your thoughtful and detailed letter, and also for bringing this situation to our attention. We also appreciate your offer to surrender part of your property for allowing a sidewalk easement. We often say that making the Village "walkable" is among our top priorities. Implied in that statement is a commitment to pedestrian safety.

As you can imagine, the trustees must follow an established process for any request for major construction. The Village has established a capital program review committee to analyze such requests. The committee consists of one trustee (Andrew Brown), a planning commission member (Dave Nistico), the Village engineer (Rick Hamlin), and several citizens. They've developed a process for assessing safety, urgency, and cost to assign priority to proposed infrastructure projects. I can tell you that construction for drainage improvements on Hillcrest Road is currently one of the priorities on their approved list, presently slated for preliminary work to begin this summer with completion next year. I do not know if sidewalk construction is part of that project or if it can be added. However, if a new sidewalk is not part of that project, the situation you've described absolutely warrants a second look and further analysis by the committee. For that reason, I will include your letter at our next trustee meeting on March 24 and treat it as a request to be submitted to the capital project committee for further analysis. I believe they will be meeting again in March, but their meeting schedule and agenda should be available on the Village website (www.essexjunction.org) and also by simply calling the Village office at 878-6944. I will also ask that someone in the office update you about the status of your request when it goes to the committee in case you wish to be present to describe the situation.

Don't hesitate to contact me or the municipal manager Pat Scheidel (878-6944) if we can provide any additional information. Once again, thank you for bringing the situation to our attention.

Best Regards,

George Tyler

George Tyler, President
Village of Essex Junction
2 Lincoln Street
Essex Junction, VT 05452
(802) 878-6944
(802) 310-8215 (mobile)

From: tamitamik@gmail.com [tamitamik@gmail.com]
Sent: Wednesday, March 11, 2015 8:37 PM
To: George Tyler; Daniel Kerin; Elaine Sopchak; Lori Houghton; Andrew Brown
Subject: Hillcrest Rd and Prospect St sidewalks

Dear George, Daniel, Elaine, Laurie, and Andrew,

First, thank you for serving as our trustees and thank you for the work that you do.

I'd like your support for constructing sidewalks the length of Hillcrest Rd and from the corner of Hillcrest and Prospect down to Summit St. As roads that lead to Fleming School as well as Summit St school and the High School for walkers in and around our neighborhood, our street is quite busy around 8 am and 3 pm. Hillcrest is also busy with neighborhood walkers walking to ADL (they walk down Hillcrest to Pearl St).

We know that it is precarious at best and dangerous at worst for our kids and for parents walking with their kids to and from especially Fleming and Summit St schools; secondary to the high volume of car traffic during school arrival and dismissal times.

I know that when I walked my daughter to school it was especially tough during the winter when the roads narrow due to snow or when the roads are icy. When our neighbor was in 4th and 5th grades she walked the roads to Fleming school alone. If I was at the corner of Hillcrest and Prospect St while walking my daughter to or from school, she would ask me to walk her across the street because she was afraid. Our neighbors, upon retiring and realizing how busy the streets become around 8 am and 3 pm asked us to cut through their yard for fear of our safety. I'm aware of 2 other families on our street that also cut through neighbors yards no matter how much snow or ice to avoid walking on Hillcrest and Prospect Street. On Prospect Street, each year my daughter was at Summit and Fleming schools, we witnessed a child slide or fall down the steep hill toward Fleming on Prospect Street to move away from a car that was driving too close to the edge of the street. Each year we have had cars take the corner of Hillcrest and Prospect dangerously fast and narrowly miss hitting us. Each year, numerous times we watch cars drive faster than 25 mph up and down Hillcrest Rd. It is really our and our kids' consistent vigilance that keeps us safe.

I live at 11 Hillcrest Rd and I welcome the idea of part of 'my ' yard/easement going toward a sidewalk. I understand this will be an expensive endeavor and budgets are not lost on me. My thought is an 'ounce of prevention is worth a pound of cure.'

I appreciate your time and consideration.

Sincerely,
Tami Koester

Patty Benoit

From: Carmen Colley <carmenjcolley@gmail.com>
Sent: Friday, March 13, 2015 12:42 PM
To: George Tyler; Daniel Kerin; Elaine Sopchak; Lori Houghton; Andrew Brown; stevecolley65@gmail.com; Patrick C. Scheidel; Patty Benoit
Cc: tamitamik@gmail.com
Subject: Re: Sidewalks on W Hillcrest

Hi George,

Thank you for your response. Yes, I was aware of Tami's letter, but wanted to contribute and add weight to the discussion, since as I mentioned earlier, having a handicapped boy really makes the street conditions scary for us.

Thanks again,
Carmen

On 3/13/2015 12:25 PM, George Tyler wrote:

> Carmen,
>

> Thanks for the letter. I don't know if you've been in contact with your neighbor Tami Koester, but I responded to her letter yesterday and explained that we will send her suggestion for creating sidewalks on W Hillcrest to our Capital Program Committee for review and evaluation. I will add your letter to hers and we will update you on the progress of the request.

> We created the Capital Committee so that we could fairly and appropriately assign priorities to all the capital infrastructure projects around the Village. As you can imagine, the needs outweigh the available resources. However, as I explained to Tami, pedestrian safety is a very high priority for us, so the situation you've described adds weight to the analysis. We will include your letter in the accepted reading file at our 24 March trustee meeting and then send it to the Capital Committee along with Tami's. Please don't hesitate to contact me or Municipal Manager Pat Scheidel if we can provide any additional information.

>
> Best Regards,

>
> George Tyler

>
>
> George Tyler, President
> Village of Essex Junction
> 2 Lincoln Street
> Essex Junction, VT 05452
> (802) 878-6944
> (802) 310-8215 (mobile)

>
>
> _____
> From: Carmen Colley [carmenjcolley@gmail.com]

> Sent: Friday, March 13, 2015 12:09 PM
> To: George Tyler; Daniel Kerin; Elaine Sopchak; Lori Houghton; Andrew Brown; stevecolley65@gmail.com; Patrick C. Scheidel; Patty Benoit; carmenjcolley@gmail.com

> Subject: Sidewalks on W Hillcrest

>

> Dear Trustees,

> I'd like to echo my neighbors interests and concerns regarding the
> necessity to increase safety in our neighborhood by requesting
> sidewalks on W Hillcrest too! The drainage improvement project
> highlighted a renewed interest in this additional project for everyone
> because our streets are used a lot by elementary, intermediate and
> high school students, mailmen, people walking their pets, and many
> more. With the upcoming hillcrest drainage project this summer, W
> Hillcrest will be a particular busy pedestrian throughway.

>

> In addition, because we have a hearing impaired son, sidewalks would
> provide an extra measure of safety that the current street design does
> not. There is no entry into our house from the garage, therefore, we
> must walk out of the driveway, up the street and then into our house.
> We will be redoing the driveway (damaged by years of street runoff)
> and garage to rectify this deficiency, but those changes based on our
> masterplan are several years away.

>

> Until the sidewalks get discussed, evaluated and hopefully voted on
> (maybe for 2016 budget), should the town put a sign up "Hearing
> Impaired Child", especially because people speed on our street?

>

> Let's us know what we can do to escalate and move this idea forward,
> including putting us on the list of "please use the easement on our
> side of the street" to make it happen.

>

> Thanks again for your consideration and service, Steve and Carmen
> Colley

> 8 W Hillcrest Rd.

> Essex Junction, VT 05452

>

> c: 802-598-0615

Patty Benoit

From: Lindsay Rouleau <arketoosus@yahoo.com>
Sent: Sunday, March 15, 2015 6:55 PM
To: Daniel Kerin; Elaine Sopchak; Lori Houghton; Patrick C. Scheidel; Andrew Brown; Patty Benoit
Subject: Request for considering sidewalks for Hillcrest Rd. and Prospect Rd.

Dear Village Trustees,

I am aware of some of my neighbors voicing their concern about the lack of a sidewalk on Hillcrest Road and Prospect Street, and wanted to let you know that my family and I also share their view. It is extremely dangerous walking my youngest to Summit Street school in the winter with no place to walk but with the cars on the road. My husband and I hold on to our daughter's coat to make sure she does not slip and fall under someone's vehicle as we walk to school inches from vehicles, some of which have no courtesy to walking traffic. On icy days I have been driving us past the crosswalk on Prospect Street where Summit Street meets up just to be able to use a sidewalk and get us to school safely, which sounds ridiculous because the school is just the next street over, however I am that concerned for our safety. One of the perks to living so close to the schools is that we can walk, but it is almost too dangerous with the school traffic and no place to walk. Putting in a sidewalk seems like a smart investment especially since the neighborhoods closest to the schools will always attract young families looking for a home and it will ensure their safety in their journey to school.

Thank you for taking the time to read
his.

Sincerely,

Lindsay Willis #9 Hillcrest
Road

Patty Benoit

Subject: FW: Whitcomb Heights II Nature Trail and Open Land Easement & Zoning Issue

From: Thomas Weaver [mailto:tw@bartlettweaver.com]
Sent: Friday, March 13, 2015 3:55 PM
To: George Tyler
Cc: Julie; Robin Pierce; Patrick C. Scheidel; Patty Benoit
Subject: Re: Whitcomb Heights II Nature Trail and Open Land Easement & Zoning Issue

Hi George,
I discussed this with residents of 16 Dunbar Drive. They stated that they only removed some brush and small trees that were broken in the earlier ice storm. I informed them according to our bylaws, any planting, trimming or removal of trees or shrubs must have prior approval of the board of directors. They now understand and will comply. We send a letter out each spring to all residents reiterating this policy. They put some solar lights in the area and I asked them to remove them. These folks are very accommodating and will remove the lights. By the way, this area is wet and cannot be used as lawn or play area so I don't see it as an ongoing issue.

Thomas G Weaver
44 Park Street
Essex Junction VT 05452
tw@bartlettweaver.com

On Mar 12, 2015, at 4:11 PM, George Tyler <gtyler@essexjunction.org> wrote:

Julie,

Thank you for the thoughtful letter. I will include it in the reading file for our next trustee meeting on 24 March. You are correct in saying th.at an easement for the Village implies that the property in question cannot be blocked or made inaccessible to Village residents. I would add that storing or disposing of trash/clippings/brush anywhere other than one's own property would be in violation of Village ordinances chapters 11 & 18 and subject to enforcement and appropriate penalties. When your letter is addressed during our meeting, I will ask for staff comment and determine which, if any, next steps are necessary. Thank you for bringing it to our attention.

George Tyler

George Tyler, President
Village of Essex Junction
2 Lincoln Street
Essex Junction, VT 05452
(802) 878-6944
(802) 310-8215 (mobile)

From: Julie [loplady2@gmail.com]
Sent: Thursday, March 12, 2015 3:41 PM
To: George Tyler; Robin Pierce; tw@bartlettweaver.com
Subject: Whitcomb Heights II Nature Trail and Open Land Easement & Zoning Issue

Hi – I am writing in regard to the easement that is being written for the open land and nature trail on the Whitcomb Heights II Condo Association land. The goal of those of us who have been involved in this for years has been to ensure that this land is preserved in its present state and not developed. We thought the best approach for this was to have the Village be deeded this land so as not to have the encroachment issues on the nature trail as they do on the path in the Whitcomb Heights I property with property owners taking over this land as their own.

I walked the trail last night and took a few pictures to show that this encroachment is already happening on the open land in Whitcomb Heights II right next to the trail. The property behind 16 Dunbar, past the mowed portion of the land, has been cleared and 6-7 lights have been put in the cleared part between the mowed portion and the nature trail. This is considered the open space that should be left in its present state. There are a couple of large brush piles that are on the other side of the trail from the condos from clearing the open space land behind #16. This is about 100-120' from the mowed portion onto the open space. There are also a couple of brush piles from the cleared land that are just over the mowed area behind this condo. While this is just one person that has done this in the preserved open space, the concern is that another neighbor will do the same and then another etc.

When writing this easement, we hope there is very clear language that is conveyed to the condo association that this land cannot be cleared for any purpose. I would also hope that with this zoning regulation there are clear consequences for any violation against this.

With the present zoning in place for this open space, is this a zoning violation now?

Should you like to see this on your own, just enter the nature trail from Cascade street and go about 200-250 feet down the trail. Should you have any questions, please feel free to contact me at. Here are just a few pictures.

Sincerely,

Julie S. Cimonetti

lolady2@gmail.com 878-7125

Poplar Ct.

**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF MEETING
March 10, 2015**

BOARD OF TRUSTEES: Dan Kerin, Andrew Brown, Elaine Sopchak, Lori Houghton. (George Tyler was absent.)

ADMINISTRATION: Pat Scheidel, Municipal Manager; Lauren Morrisseau, Assistant Manager & Finance Director.

OTHERS PRESENT Greg Morgan, Max Levy, Mary Jo Engel.

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

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

2. AGENDA ADDITIONS/CHANGES

Additions:

- Picture of a Gantry crane
- Information packet from Patrick Scheidel, dated 3/9/15, re: train incident
- Revised Town Road and Bridge Standards signature page
- Q & A sheet for village annual meeting
- Verbal report re: concern by resident about construction at 4 Pearl Street

3. APPROVE AGENDA

MOTION by Elaine Sopchak, SECOND by Lori Houghton, to approve the agenda as amended. VOTING: unanimous (4-0); motion carried.

4. GUESTS, PRESENTATIONS, PUBLIC HEARINGS

1. Comments from Public on Items Not on Agenda

None.

2. Presentation by Greg Morgan, Essex Economic Development Commission

Greg Morgan reviewed goals outlined by the Essex Economic Development Commission including:

- Diversify the tax base of the town which includes the village (presently 73% of the property tax base is residential, 23% is commercial/industrial, and 4% is utilities and such);
- Improve and invest in infrastructure (rail connections, train station upgrade, road upgrades, Champlain Valley Innovative and Technology Park, affordable housing);
- Foster entrepreneurship;
- Expand communications and outreach (there is 1.5 million square feet of potential space with master plan approval and permits that include IBM 'north 60' property, 30 Allen Martin Drive, and Forestdale; there are 11 employers in the village and town).

Mr. Morgan briefed the Trustees on the discussion with the House Commerce Committee that highlighted upgrades to Route 117, upgrade of the Amtrak train station, use of the Vermont Enterprise Fund to develop the 'north 60' property, and a plan for the loss of strategic employers in the village and town.

Dan Kerin asked about potential future plans by Global Foundries for the IBM property. Greg Morgan speculated that if arrangements were made to help jumpstart the project, Global Foundries may be interested otherwise the company may not be inclined to invest in an ancillary property, but rather focus on their business at hand.

Greg Morgan mentioned the EBPA economic development fund has \$14,000 for business development. Proposals will be reviewed on March 15, 2015 and must provide opportunity for future investment and job growth.

5. OLD BUSINESS

None.

6. NEW BUSINESS

1. Approve VLCT 2015 PACIF Equipment Grant Application for Waste Water Treatment Facility

Pat Scheidel reviewed the memo from Jim Jutras explaining the need for two Gantry cranes to lift the 3500 pound bowl at the treatment plant for maintenance.

MOTION by Andrew Brown, SECOND by Elaine Sopchak, to authorize staff to submit the VLCT 2015 PACIF Equipment Grant application for a portable Gantry crane. VOTING: unanimous (4-0); motion carried.

2. Approve Policy re: Financial Responsibility for Streetlights

Lauren Morrisseau reported after investigation it was found that 10 of the 110 streetlights in the village are privately owned yet being paid for by the village. A policy was drafted that outlines the financial responsibility for streetlights on private streets. A letter will be sent to residents and property owners on the private streets with streetlights being paid for by the village and Green Mountain Power will be notified to no longer charge the village for the lights. Dan Kerin suggested the property owner be contacted because the property could be commercial or school property. Andrew Brown suggested the letter include information on who maintains the streetlights (Green Mountain Power) and that is who should be contacted if there are problems.

Mary Jo Engel, Gaines Court, said Green Mountain Power installed a new pole and streetlight on their private street last year, but the residents would prefer not to have a light. Lauren Morrisseau confirmed the Gaines Court homeowners association will receive a letter about the streetlight and Green Mountain Power should be contacted to remove/shut off the light.

MOTION by Dan Kerin, SECOND by Andrew Brown, to approve the Policy Regarding Financial Responsibility for Street Lighting with the addition of

language noting Green Mountain Power will maintain the lights and poles and the property owner will be contacted regarding streetlights on a private street.

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

3. Approve Annual Financial Plan Town Highways

MOTION by Elaine Sopchak, SECOND by Lori Houghton, to approve the Annual Financial Plan – Town Highways and sign the relevant documentation. VOTING: unanimous (4-0); motion carried.

4. Approve Certification of Compliance for Town Road and Bridge Standards and Network Inventory

MOTION by Dan Kerin, SECOND by Andrew Brown, to approve the Certification of Compliance for Town Road and Bridge Standards and Network Inventory, and to sign the document. VOTING: unanimous (4-0); motion carried.

7. **MUNICIPAL MANAGER'S REPORT**

1. Meeting Schedule

- March 24, 2015 @ 6:30 – Regular Trustees Meeting
- April 14, 2015 @ 6:30 – Regular Trustees Meeting
- April 28, 2015 @ 6:30 – Regular Trustees Meeting
- May 12, 2015 @ 6:30 – Regular Trustees Meeting
- May 26, 2015 @ 6:30 – Regular Trustees Meeting

Special Meetings/Events:

- April 1, 2015 @ 6 PM – Village Community Supper
- April 1, 2015 @ 7 PM – Village Annual Meeting
- April 14, 2015 – Australian Ballot Voting
- May 23, 2015 @ 10 AM – Memorial Day Parade

2. Train Incident

The Trustees were briefed on the recent train derailment incident in the village. Damage from the derailment must be at least \$10,500 or a report is not required. Though the derailment had the potential for severe impact on the community, the village did not sustain much damage so a report is not anticipated. The emergency management team worked well thanks to good training for events. The emergency call list was activated and procedure followed.

Mary Jo Engel asked how residents are notified if evacuation is necessary. Pat Scheidel said emergency personnel in the area will knock on doors. Ms. Engel expressed concern that trains going through the village may not be well maintained (the recent incident was from a worn ball bearing on a car containing potentially hazardous material). Mr. Scheidel said a letter can be sent to the railroad requesting the acceleration of maintenance of equipment for the health, safety, and welfare of residents living close to the rail line. Andrew Brown added a report on the maintenance schedule should be requested as well.

3. Annual Town Meeting

Pat Scheidel reported attendance at both the dinner and town meeting was good (230 for dinner and 310 voting residents and about 50 non-voting residents at town meeting). There were no riders on the bus service and about eight children in the childcare service that was offered. Brad Luck was re-elected to the Selectboard and Steve Eustis was elected Moderator. Funding for improvement to 81 Main Street and the annual budget were approved so the outreach done by the elected leaders of the village and town was effective.

Dan Kerin commented the more the boards work together the more good things will happen.

Pat Scheidel noted the question and answer sheet for the village annual meeting is available.

4. Citizen Concern

Pat Scheidel reported Linda McKenna, 9 School Street, is very concerned about damage to her house and contents from vibrations caused by the activity at 4 Pearl Street. Mr. Scheidel advised the builder and property owner need to work out any difficulties with neighbors. The village is not financial responsible for any damage, but can work with the parties as a moderator.

8. TRUSTEES COMMENTS/CONCERNS & READING FILE

1. Board Member Comments

- Andrew Brown suggested Robin Pierce review the site at 4 Pearl Street prior to concrete work proceeding to ensure the plan is being properly followed.
- Lori Houghton recalled the landscaping plan for 4 Pearl Street must be approved before any construction can begin, and suggested Robin Pierce confirm this has occurred.
- Lori Houghton stated staff needs to confirm the adjacent house purchased by the developer of 4 Pearl Street as part of the project will be structurally maintained to avoid being demolished because of deteriorating condition.
- The Trustees requested ongoing/weekly updates from staff via email on the progress of the project.

2. Reading File

- Minutes
 - Block Party Committee 2/23/15
- CCRPC Public Hearing Notice FY2015-2018 Transportation Improvement Program 3/18/15
- Memo from Alan Nye, CSWD Representative
- Draft Discharge Permit for IBM from the Vermont Agency of Natural Resources

9. CONSENT AGENDA

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

1. **Approve Minutes of Previous Meeting 2/24/15**

-
2. Approve Warrants Check #10051004 to Check #10051103 totaling \$209,475.28.
 3. Approve Street Closings for Little League Parade 5/2/15
 4. Approve Street Closings for FriendsCHIPS 5K Race for Mentoring 5/16/15
 5. Approve 2015 Banner Applications from the Champlain Valley Exposition

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

10. ADJOURNMENT

MOTION by Andrew Brown, SECOND by Elaine Sopchak, to adjourn the meeting.

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

The meeting was adjourned at 7:45 PM.

RScty: M.E.Riordan



Check Register Report

BL 3/24/15

Date: 03/20/2015

Time: 12:52 pm

Page: 1

Village of Essex Junction

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
10051104	03/10/2015	Printed		05530	COSTCO COLCHESTER #314	SUPPLIES-FIRE & WWTF	478.05
10051105	03/12/2015	Printed		10669	VERMONT HUMAN RESOURCES	BREAKFAST MTG-ADMIN	15.00
10051106	03/12/2015	Printed		1652	NEWWA	TRAINING -WWTF	165.00
10051107	03/16/2015	Printed		9916	CHITTENDEN COUNTY MUTUAL AID	COUNTY FIRE COURSES-FIRE	45.00
10051108	03/24/2015	Printed		10703	ABOVE AND BEYOND CONTRACTOR	JANITORIAL-LH/LIBRARY	3,150.00
10051109	03/24/2015	Printed		10508	ADVANCED DISPOSAL	GRIT DISPOSAL-WWTF	180.01
10051110	03/24/2015	Printed		10290	ALDRICH + ELLIOT, PC	ENGINEERING-WWTF	3,602.63
10051113	03/24/2015	Printed		00382	AMAZON.COM CREDIT	CIRCULATION MATERIALS-LIBRARY	1,164.37
10051114	03/24/2015	Printed		9975	AMERICAN ROCK SALT CO, LLC	BULK ICE CONTROL SALT-STREET	5,379.07
10051115	03/24/2015	Printed		9847	AUTOZONE, INC	BULB GREASE-FIRE	24.48
10051116	03/24/2015	Printed		9976	AVONDA AIR SYSTEMS, INC	HVAC BLDG BALANCING-LIBRARY	3,288.00
10051117	03/24/2015	Printed		0156	BAILEY SPRING & CHASSIS INC	VEHICLE GLASS CLEANER-STREET	42.00
10051118	03/24/2015	Printed		10301	DAVID A. BARRA, PLC	LEGAL SERVICES ADM/C-D	1,402.50
10051119	03/24/2015	Printed		10712	BEN MEADOWS COMPANY	COOLANT/CHLORIDE-WWTF	861.12
10051120	03/24/2015	Printed		9376	PATRICIA BENOIT	MILEAGE REIMB-ADMIN	34.18
10051121	03/24/2015	Printed		1655	BLUE CROSS BLUE SHIELD OF VT	INS PREMIUM-VARIOUS	27,672.24
10051124	03/24/2015	Printed		10249	BLUETARP FINANCIAL INC.	SUPPLIES-VARIOUS	482.68
10051126	03/24/2015	Printed		0268	BRODART CO.	CIRC MATERIALS-LIBRARY	393.65
10051128	03/24/2015	Printed		9941	BUSINESSCARD SERVICES	SEE ATTACHED SPREADSHEET	584.61
10051129	03/24/2015	Printed		0455	CANON SOLUTIONS AMERICA	COPIER MAINT-LIBRARY	34.33
10051130	03/24/2015	Printed		0457	CARGILL, INC SALT DIVISION	ROAD SALT-STREET	6,470.60
10051132	03/24/2015	Printed		9743	CARQUEST AUTO PARTS	SUPPLIES-VARIOUS	311.90
10051133	03/24/2015	Printed		10715	CATAMOUNT NORTH	2014 TRUCK CAP-WATER/SANI/STR	1,888.45
10051134	03/24/2015	Printed		0500	CHAMPLAIN WATER DISTRICT	WATER USAGE-WATER	225,462.68
10051135	03/24/2015	Printed		0525	CHITTENDEN SOLID WASTE DISTRICT	BIOSOLIDS & FEES-WWTF	9,595.38
10051136	03/24/2015	Printed		10353	CIVES CORP	TRUCK PARTS-STREET	527.48
10051137	03/24/2015	Printed		2305	CLARK'S TRUCK CENTER	TANKER SWITCH BACK-UP-WWTF	20.05
10051138	03/24/2015	Printed		9788	COMCAST	CABLE-FIRE	13.59
10051139	03/24/2015	Printed		0553	COSTCO WHOLESALE MEMBERSHIP	RENEWAL FEE-ADM/WWTF/FIRE	110.00
10051140	03/24/2015	Printed		05898	CRYSTAL ROCK BOTTLED WATER	BOTTLED WATER-STR/LH	46.20
10051141	03/24/2015	Printed		10401	DE LAGE LANDEN FINANCIAL INC	COPIER-ADMIN	249.52
10051142	03/24/2015	Printed		0700	EAST COAST PRINTERS	UNIFORMS-STREET/FIRE	589.00
10051143	03/24/2015	Printed		10576	ECOPIXEL LLC	WEB MGMT-ADMIN	99.00
10051144	03/24/2015	Printed		07657	ESSEX CHIPS	FARMERS MKT PRINTING-EC DEV	86.40
10051145	03/24/2015	Printed		0795	TOWN OF ESSEX	TRANSFER TAX PAYMENTS	3,572.13
10051146	03/24/2015	Printed		0795	TOWN OF ESSEX	MGR CONTRACT-ADMIN	4,666.25
10051147	03/24/2015	Printed		0795	TOWN OF ESSEX	RECORDINGS-COM DEV	80.00
10051148	03/24/2015	Printed		0798	HOWARD P. FAIRFIELD, LLC	TRCKLSS TRACTOR-ROLL STOCK	100,500.00
10051149	03/24/2015	Printed		0797	FALCON PLUMBING SERVICE, INC.	UTIL SINK REPAIR TEEN CTR-LH	151.00
10051150	03/24/2015	Printed		10356	THE JACK FARRELLY COMP	TEAM INSERT VALVE KITS-WATER	24,196.00
10051151	03/24/2015	Printed		1935	FERGUSON WATERWORKS #590	SUPPLIES-WATER	944.96
10051152	03/24/2015	Printed		0751	FISHER AUTO PARTS	FILTERS-STREET	79.05
10051153	03/24/2015	Printed		0838	FLEX-A-SEAL, INC.	PUMP MAINT-WWTF	365.00
10051154	03/24/2015	Printed		0943	MARY L. GRAF	YOUTH PGM FOOD REIMB-LIBRARY	24.20
10051155	03/24/2015	Printed		10598	GREEN MOUNTAIN POWER CORP #2	ELECTRICITY-VARIOUS	8,394.56
10051156	03/24/2015	Printed		0965	GREEN MOUNTAIN POWER CORP.	ELECTRICITY-VARIOUS	740.82

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BL 3/24/15

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Page: 2

Village of Essex Junction

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
10051157	03/24/2015	Printed		1010	HACH COMPANY	REAGENTS & CALIBRATION STD-WW	2,294.99
10051158	03/24/2015	Printed		10713	HAYWOOD ASSOCIATES INC	TRANSCOR modem equipment-SANIT	10,009.82
10051159	03/24/2015	Printed		1085	HINESBURG SAND & GRAVEL	SAND-STREET	278.39
10051160	03/24/2015	Printed		10129	WENDY HYSKO	MILEAGE REIMB-LIBRARY	31.05
10051161	03/24/2015	Printed		1201	J & B INTERNATIONAL TRUCKS	VEHICLE MAINT-STREET	81.19
10051162	03/24/2015	Printed		1241	KINNEY DRUGS #21	MINERAL OIL FOR DEWATER-WWTF	29.94
10051163	03/24/2015	Printed		1292	LAMOUREUX, & DICKINSON	PEARL ST LINK INV #4-CAP R	11,394.02
10051164	03/24/2015	Printed		9454	LENNY'S SHOE & APP	UNIFORM-WATER	217.00
10051165	03/24/2015	Printed		1353	LIMOGE & SONS GARAGE DOORS INC	TORSION SPRINGS/LABOR-FIRE	647.31
10051166	03/24/2015	Printed		10646	LINCOLN FINANCIAL GROUP	INS PREMIUM-VARIOUS	1,110.06
10051167	03/24/2015	Printed		10130	LOWE'S BUSINESS ACCOUNT	SUPPLIES-STREET/WATER	523.86
10051168	03/24/2015	Printed		10693	MAGIC SALT OF VERMONT LLC	MAGIC LIQUID SPRAY APPL-STREET	1,130.00
10051169	03/24/2015	Printed		10155	W.B. MASON CO. INC	PAPER-WWTF/ADMIN/CD	160.93
10051170	03/24/2015	Printed		10714	MCGOVERN MECHANICAL CORP.	WASTE WTR PIPE REPLAC-LH	2,900.00
10051171	03/24/2015	Printed		1000	SUSAN J. MCNAMARA-HILL	MILEAGE REIMBURSEMENT-ADMIN	15.64
10051172	03/24/2015	Printed		9971	MILTON PUBLIC LIBRARY	CIRC MATERIALS-LIBRARY REPL	10.00
10051173	03/24/2015	Printed		9715	MINUTEMAN FIRE & RESCUE	LED LIGHTS-FIRE	57.25
10051174	03/24/2015	Printed		1550	MUNICIPAL EMERGENCY SERVICES	BATTERY HOLDER-FIRE	198.69
10051175	03/24/2015	Printed		1660	NORTHEAST DELTA DENTAL	DENTAL INS-VARIOUS	2,155.97
10051176	03/24/2015	Printed		9564	ELIZABETH PIERCE	MILEAGE REIMB-LIBRARY	62.10
10051177	03/24/2015	Printed		10059	ROBERT PIERCE	RTPI MEMBERSHIP-CD	350.47
10051178	03/24/2015	Printed		1789	PIKE INDUSTRIES, INC.	ASPHALT-STREET	1,045.00
10051179	03/24/2015	Printed		1781	PIONEER MOTORS & DRIVES, INC.	SECONDARY CLARIFIER MOTOR-WW	647.78
10051180	03/24/2015	Printed		1891	QUEEN CITY STEEL CO.	SUPPLIES-WATER	32.80
10051181	03/24/2015	Printed		1956	RAY REYNOLDS WELDING	VARIOUS PIPE THAWINGS-WATER	2,050.00
10051182	03/24/2015	Printed		10386	SAC INCORPORATED	SS HARDWARE-WWTF	9.81
10051183	03/24/2015	Printed		2047	SCOTT + PARTNERS	ARCHITECTURAL SERVICES-CAP R	930.00
10051184	03/24/2015	Printed		10680	SECAP	POST METER LEASE-ADMIN	281.88
10051185	03/24/2015	Printed		10558	SMALL DOG (WAITSFIELD)	IPAD-FIRE	675.00
10051186	03/24/2015	Printed		2115	SOUTHWORTH-MILTON, INC.	MOTOR-STREET	320.59
10051187	03/24/2015	Printed		21153	SOVERNET COMMUNICATIONS	PH/INTERNET-VARIOUS	552.80
10051188	03/24/2015	Printed		2124	STAPLES ADVANTAGE	PRINTER-ADMIN	186.98
10051189	03/24/2015	Printed		2153	SULLIVAN, POWERS & CO.	SINGLE AUDIT SVCS -WWTF	2,083.00
10051190	03/24/2015	Printed		0545	THE TECH GROUP	MANAGED SERVICES-ADMIN	664.00
10051191	03/24/2015	Printed		2330	UNIFIRST CORPORATION	FLOOR MATS-LH	46.00
10051192	03/24/2015	Printed		9507	VELLANO BROTHERS, INC	CURB WRENCH-WATER	84.00
10051193	03/24/2015	Printed		23415	VERIZON WIRELESS	CELL PHONES-VARIOUS	62.53
10051194	03/24/2015	Printed		10202	STATE OF VERMONT (VTRANS)	AOT ELECTRICAL MAINT-STREET	65.00
10051195	03/24/2015	Printed		2361	STATE OF VERMONT	STORM WTR PERMIT-STREET	1,767.20
10051196	03/24/2015	Printed		2343	VILLAGE COPY & PRINT	ENV & ANNUAL REPORT-AD/COM DEV	2,146.50
10051197	03/24/2015	Printed		0811	F.W. WEBB COMPANY	HARDWARE-WATER	216.21
10051198	03/24/2015	Printed		24851	DON WESTON EXCAVATING, INC	ESCAVAT & SNOW REMOVAL-WTR/STR	9,185.75
10051199	03/24/2015	Printed		2525	H.W. WILSON COMPANY	CIRCULATION MATERIALS-LIBRARY	378.00

Total Checks: 89

Checks Total (excluding void checks):

495,272.65

Total Payments: 89

Bank Total (excluding void checks):

495,272.65

Total Payments: 89

Grand Total (excluding void checks):

495,272.65

