

VILLAGE OF ESSEX JUNCTION  
TRUSTEES  
REGULAR MEETING AGENDA

81 Main Street  
Essex Junction, VT 05452  
Tuesday, March 24, 2020  
6:30 PM

E-mail: [manager@essexjunction.org](mailto:manager@essexjunction.org)

[www.essexjunction.org](http://www.essexjunction.org)

Phone: (802) 878-6951

*COVID-19 UPDATE: Due to the Covid-19/coronavirus pandemic, the Trustees are instituting certain changes to their meeting process. The meeting will be held at the Town of Essex Offices, 81 Main St., Essex Jct., where a larger conference room allows for greater social distancing for board members and the public. Board members may be participating remotely via Microsoft Teams. Town and Village staff are working on ways to allow the public to also participate remotely; more details will be available at [www.essexjunction.org](http://www.essexjunction.org) and [www.essex.org](http://www.essex.org). We expect the meeting to be live-streamed on Channel 17's YouTube channel, as is always the case. Thank you for your patience and understanding.*


1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE TO FLAG** [6:30 PM]
2. **STATEMENT ABOUT COVID-19 AND PUBLIC MEETINGS**
3. **AGENDA ADDITIONS/CHANGES**
4. **APPROVE AGENDA**
5. **PUBLIC TO BE HEARD**
  - a. Comments from Public on Items Not on Agenda
6. **BUSINESS ITEMS**
  - a. Appoint volunteers to Bike/Walk Advisory Committee
  - b. Cancel Village Annual Meeting and schedule special meeting for April 2 to re-warn Village Annual Meeting for a new date
  - c. Approve Engineering Services Contract Award for Densmore Drive culvert replacement
7. **CONSENT ITEMS**
  - a. Approve banner application for Vermont Quilt Festival
  - b. Approve authorization to apply for 2021 Class II Town Highway Paving Grant
  - c. Approve minutes: February 15, 2020; March 10, 2020
  - d. Check Warrant #17190—03/13/2020;
8. **READING FILE**
  - a. Board Member Comments
  - b. Memo from Tom Yandow re: Capital Projects for Village Buildings
  - c. Upcoming meeting schedule
9. **EXECUTIVE SESSION**
  - a. An executive session is not anticipated
10. **ADJOURN**

*This agenda is available in alternative formats upon request. Meetings of the Trustees, like all programs and activities of the Village of Essex Junction, are accessible to people with disabilities. For information on accessibility or this agenda, call the Unified Manager's office at 878-6951.*

Certification: 03/20/2020  
Date Posted

  
Initials

# Memorandum

**To:** Village Trustees  
**From:** Tammy Getchell, Assistant to the Manager   
**Re:** Appointment of volunteers to the Bike/Walk Advisory Committee  
**Date:** March 24, 2020

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## Issue

The issue is whether the Trustees will fill two vacant seats on the Bike/Walk Advisory Committee (BWAC).

## Discussion

I have attached a resignation letter received on March 20, 2020 from Kaitlin Hayes to step down immediately from the Bike/Walk Advisory Committee. This creates a second vacancy on the committee.

Two residents have stepped forward for consideration to join the Bike/Walk Advisory Committee. Seth Cronin was interviewed during the regular Trustees meeting on February 25<sup>th</sup>. Patrick LaClair was interviewed during the regular meeting on March 10<sup>th</sup>.

For reference, the following seats are vacant on the Bike/Walk Advisory Committee.

<b>Committee/Board</b>	<b>Open seats</b>	<b>Term(s) ending</b>	<b>Status</b>
Bike/Walk Advisory Committee	2	June 30, 2022 June 30, 2021	Advertised since 12/26/18

The appointment of public officials can be a protected discussion during the interview, provided that the Trustees make a final decision to appoint a public official in an open meeting and shall explain the reasons for its final decision during the open meeting.

## Cost

None.

## Recommendation

It is recommended the Trustees appoint a BWAC volunteer to a three-year term to end on June 30, 2021 and a BWAC volunteer to a three-year term to end on June 30, 2022.

For review, I have provided the links to view the CCTV coverage of the meetings on February 25<sup>th</sup> and March 10<sup>th</sup>. February 25 link: <https://www.cctv.org/watch-tv/programs/essex-junction-trustees-223#>. The interview with Mr. Cronin begins at 1:22 minutes into the video. March 10 link: <https://www.cctv.org/watch-tv/programs/essex-junction-trustees-224>. The interview with Mr. LaClair begins at 1:52 minutes into the video.

If the Trustees wish to enter executive session, the following motion is recommended:

"I move that the Trustees enter into executive session to discuss the proposed public official appointment(s) in accordance with 1 V.S.A. Section 313(a)(3) and to include the Unified Manager, the Assistant Manager and the candidate."

Hi Tammy,

I am giving notice that I am no longer going to be able to partake in the activities for the Bike Walk Advisory Committee, and therefore will step back so others can join that will be able to contribute the incredible efforts that the BWAC supports.

Thank you!  
Kaitlin Hayes



## **MEMORANDUM**

**TO:** Village Trustees and Evan Teich, Unified Manager  
**FROM:** Susan McNamara-Hill, Village Clerk  
**DATE:** March 24, 2020  
**SUBJECT:** 2020 Annual Meeting

### **Issue**

The issue is whether or not the Trustees should cancel the warned annual Village meeting for April 1 & 14, 2020 and consider re-warning the annual Village meeting for May 11 & 19, 2020.

### **Discussion**

For purposes of discussion, staff recommends that the annual Village meeting warned for April 1<sup>st</sup> be canceled or postponed for the following reasons:

1. Due to the current pandemic we are limited to groups of no more than 50;
2. We are practicing social distancing and do not want to expose our election workers to close contact with others;
3. The Secretary of State's office has recommended that we postpone the meeting based on the current health situation. Will Senning, Director of Elections, informed me that we are allowed to cancel the annual meeting under VSA Title 17 §2640(A)" ...When a municipality fails to hold an annual meeting, a warning for a subsequent meeting shall be issued immediately..." Mr. Senning suggested that the Trustees hold a special Trustees meeting the day after the failed meeting and adopt a new warning for the annual meeting for date not more than 40 nor less than 30 days from that date.

The village has traditionally scheduled the Australian ballot part of the annual meeting to coincide with the School District (EWSD). It appears that the school district will have to warn their meeting for May 18<sup>th</sup> and 19<sup>th</sup> if they reschedule based on statutory regulations. For that reason we are proposing a meeting date of May 11<sup>th</sup> with an adjournment until May 19<sup>th</sup> to hold Australian balloting on the same date as the school district.

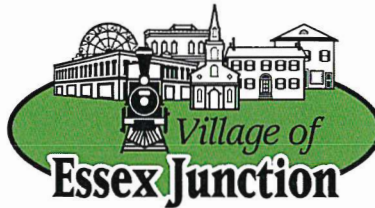
### **Cost**

There is no new or additional cost associated with this issue.

### **Recommendation**

Staff recommends that the Trustees authorize staff to issue public notices that the Annual Village meeting will not be held on April 1<sup>st</sup> and April 14<sup>th</sup>.

Staff also recommends that the Trustees schedule a special meeting on April 2 for the purpose of adopting a new warning for an annual meeting date, expected to be May 11<sup>th</sup> and May 19<sup>th</sup>.



## **MEMORANDUM**

TO: Evan Teich Unified Municipal Manager  
FROM: James Jutras, Water Quality Superintendent  
cc: Gregory Duggan, Deputy Manager  
Sarah Macy, Finance Director, Assistant Manager  
Ricky Jones, Public Works Superintendent  
DATE: March 20, 2020  
SUBJECT: FEMA Densmore Drive Engineering Contract

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

**Issue:** To award an engineering services contract for replacement of the Densmore Drive culvert damaged in the Halloween 2019 storm.

**Discussion:** Village Staff is pursuing FEMA funds for engineering and replacement of the Densmore Drive culvert damaged in the Halloween 2019 storm. A request for qualifications (RFQ) for Engineering Services was developed by the Town PW staff and we solicited responses in accordance with the approved purchasing policy.

Six responses received from the Engineering Services RFQ. Staff consensus was to select Hoyle Tanner and Associates of Burlington as the engineer for the project. The proposed contract is enclosed for your consideration.

This project is already in the Village Capital plan. We have included design work for the Densmore Upstream culvert as part of this scope of work for engineering efficiency and to be prepared to proceed at some future date in with the balance of the Densmore Drive Reconstruction project. Please see Exhibit C, page 16 of the Agreement for Professional services. "Additional Phase" items are NOT eligible for reimbursement. Staff will to work with the Finance Department on how to manage the various accounts involved for non-eligible costs as they relate to utilities and other non-eligible capital work.

**Costs:** The total contract cost is \$136,342. FEMA reimbursements are estimated at 75% of eligible costs and potential State reimbursement at 12.5%. Ineligible costs are estimated at \$36,580 and to be paid from Village funds without consideration for FEMA or State reimbursement.

**Recommendation:** Staff recommend the Village Trustees award the Engineering Services Contract for the Densmore Drive Culvert replacement to Hoyle Tanner and Associates.

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**Densmore Drive Culvert Replacement**

This is an agreement between the Village of Essex Junction (Client) and Hoyle, Tanner & Associates, Inc. (Consultant) for professional services for the Client's project which is generally described as the replacement of the failed culvert carrying Indian Brook under Densmore Drive (herein known as the Project). The Consultant's services under this agreement are generally described as follows: design, permitting, Right-of-Way (ROW) coordination, and bid phase engineering services for the culvert replacement in accordance with the FEMA Public Assistance (PA) program.

The effective date of this Agreement is February 27, 2020. Client and Consultant further agree as follows:

**Article 1: Scope of Services**

Consultant shall provide the services set forth in Exhibit A.

**Article 2: Client's Responsibilities:**

Client shall provide to Consultant all of Client's criteria and information as to requirements for the Project including objectives, constraints, performance requirements, and budgetary limitations.

Client shall provide Consultant with all information available to Client pertinent to Consultants work under this Agreement. Client shall assist Consultant as necessary to obtain available pertinent information from Federal, State or local offices or from other engineers or others who have previously worked for Client on matters affecting this Project. Client shall also make available all information Client may have relative to concealed, subsurface, soil, and other conditions that are not apparent from visual, non-invasive, and non-destructive observations of the applicable site.

It may be necessary for Consultant's personnel and/or subconsultants to enter areas of the Project property. Client shall arrange for and provide Consultant with access to such areas on a timely basis.

Client shall examine all documents prepared for the Project by Consultant; and at Client's option, obtain advice from legal counsel, insurance counsel, and other appropriate advisors, and advise Consultant of any opinion or recommendations resulting from said advice.

Client shall give prompt notice to Consultant whenever Client becomes aware of anything that would have a significant effect on the scope or timing of Consultant's services.

Client shall bear all costs related to compliance with this Article of this Agreement.

If Client engages a construction manager or any other professionals for the Project in addition to Consultant; Client must define the duties and responsibilities of each professional services provider.

During the construction of the project it is recommended Client or his/her designated representative, other than Consultant, attend the following meetings: Pre-construction bid meeting, bid opening, pre-construction conference, construction progress meetings, and Project completion meetings.

Client shall advise Consultant of any safety or security programs which may be applicable to Consultant during Project site visits.

Client shall make decisions and perform other Client responsibilities in a timely manner so as not to delay Consultant's performance of services.

Client's responsibilities may include those agreed upon and identified in Exhibit A.

### **Article 3: Schedule**

Consultant is authorized to begin providing services on the effective date of the Agreement. Consultant shall perform services in conformance with the schedule guided by and subject at all times to sound judgment and practice in accordance with law and professional ethics.

If the schedule changes or orderly progress of services is impaired through no fault of Consultant; the schedule for services shall be adjusted and compensation may be adjusted by amendment to this Agreement.

Specific schedule requirements for providing services may be provided in Exhibit D.

Services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control or without its negligence.

### **Article 4: Compensation and Payment for Services**

Consultant shall charge for all services requested by Client and rendered by Consultant in connection with the Project in strict accordance with the conditions set forth in this Article of the Agreement.

The charges made by Consultant under this Article and the payment of said charges by Client shall constitute full compensation for all expenses incurred by Consultant in connection with the services rendered including F.I.C.A. taxes, Federal and State unemployment taxes, costs in connection with employees' benefits, office expenses, supplies, and equipment, the general costs of doing business, and Consultant's profit; and Subconsultants engaged by Consultant for the Project, if any.

Consultant's compensation for services and the method of compensation shall be as described in Exhibit C.

Consultant shall prepare and submit monthly applications for payment for services completed under this Agreement.

Invoices shall be Consultant's standard form or other form approved by Client.

Invoices are due within thirty (30) days of receipt by Client.

If payments are not made on time, Consultant may suspend services under this Agreement, after giving Client seven (7) days notice, until payment is received by Consultant. Client waives any and all claims against Consultant due to such suspension of services and agrees to appropriate adjustments to the Project schedule and Consultant's schedule.

Client may withhold payment of a disputed invoice, however, Client must advise Consultant promptly of the reason for doing so and Client agrees to process and pay any portion of the invoice which is not in dispute. Client shall not withhold payments based on damages that Client has incurred or alleges that it has incurred unless Consultant has been adjudged liable for such damages and failed to compensate Client accordingly within 30 days of such determination.

#### **Article 5: Standard of Care**

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

#### **Article 6: Opinions of Cost**

When included in Consultant's scope of services, opinions or estimates of probable construction costs are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

#### **Article 7: Compliance with Laws and Regulations**

Consultant shall review codes, regulations, and laws applicable to Consultant's services and shall exercise professional care to design in compliance with all applicable codes, regulations and laws in effect as of the effective date of this Agreement. Consultant cannot warrant that the applicable interpreting or enforcing authority will similarly interpret such requirements.

If such codes, regulations and laws change during the project and are imposed during the project by government authorities with jurisdiction over the project, such changes may require changes to the Consultant's scope of services, schedule and compensation.

#### **Article 8: Underground Facilities**

The location of underground facilities may be required in order to perform subsurface explorations for the project and the location of underground facilities may be shown on the construction Contract drawings.



Unless otherwise provided, Client shall provide Consultant with the locations of underground facilities, structures and utilities. If the locations are not known, are inaccurate or cannot be confirmed, Client accepts and retains all risk of damages or losses resulting from the exploration work.

Consultant will take reasonable precautions to avoid damage to underground facilities and shall coordinate the locations of such facilities with known owners of the facilities.

The information shown on the construction Contract drawings with respect to underground facilities shall be based on information furnished by the facility owners to the Client and Consultant and Consultant shall not be responsible for the accuracy or completeness of such information.

If conditions or locations of underground facilities are found to be different during construction appropriate adjustments, if any, shall be made in accordance with the provisions of construction Contract.

#### **Article 9: Construction Phase Services**

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any Contractor, Subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Consultant, including the resident project representative if provided, does not assume any responsibility for the Contractor's failure to perform the construction in accordance with the Contract documents.

Site visits and observations by Consultant are intended to provide Client greater confidence that the completed work by the Contractor will conform to the Contract documents; and site visits are not detailed inspections and do not extend to every aspect of the Contractor's work.

#### **Article 10: Design without Construction Phase**

Consultant and Client agree that if Consultant's services do not include construction phase services, Client or Client's designated agent shall be solely responsible for interpretation of the Contract documents and observing the work of the Contractor to discover, correct and mitigate errors, inconsistencies or omissions and if Client authorizes deviations from Consultant prepared documents or if conditions are discovered that are not accounted for in the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents and employees harmless from and against claims, losses, damages and expenses, including but not limited to defense costs and time of Consultant, to the extent such claims, loss, damage or expenses arise out of or results in whole or in part from such deviations, regardless of whether or not such claims, loss damage or expense is caused in part by a party indemnified under this provision.

#### **Article 11: Use of Documents and Ownership of Electronic Documents**

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein.

Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Documents that may be relied upon by Client are limited to those that are signed or signed and sealed by Consultant, which may be in electronic or hardcopy format in conformance with professional engineering practice regulations in effect in project jurisdiction. Any conclusion or information obtained or derived from such other documents will be at the user's sole risk.

When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

#### **Article 12: Insurance**

Consultant procures and maintains insurance as set forth in Exhibit B. Consultant shall cause Client to be an additional insured on any applicable general liability insurance policy of the Consultant. Consultant shall provide Client reasonable notice of changes to any policy.

Client shall procure and maintain workers' compensation insurance, employer's liability insurance, general liability insurance, excess or umbrella liability and automobile liability insurance. Client shall cause Consultant and its subconsultants to be additional insureds on any general liability policies and as loss payees on any property insurance policies of Client applicable to the projects.

Client shall require Contractor to carry workers' compensation, general liability, property damage, motor vehicle damage and injuries and other insurances to protect Client and Consultant and subconsultant; and Client shall require Contractor's policies to cover Consultant and its subconsultants as additional insureds.

Client may request Consultant and/or subconsultants provide and maintain additional insurance coverage, at the expense of client.

#### **Article 13: Suspension and Termination**

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

#### **Article 14: Indemnification and Limitation of Liability**

To the fullest extent permitted by law, Consultant shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by

third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify Consultant, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

#### **Article 15: Dispute Resolution**

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

#### **Article 16: Environmental Conditions**

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Further, Consultant has no responsibility for the handling, identification, remediation, or presence of any hazardous materials at the site.

#### **Article 17: Controlling Law**

This Agreement shall be governed by the laws of the principal place of business of Consultant, the State of New Hampshire.

#### **Article 18: Successors and Assigns**

Client and Consultant each binds itself, its partners, successors, executors, administrators and assigns, to the other party of the Agreement and to the partners, successors, executors, administrators and assigns, for such other party to all covenants of this Agreement.

Except as above, neither Client nor Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other party hereto.

Nothing in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of the services of this Agreement.

**Article 19: Severability**

If any of the terms and conditions of this agreement are deemed unenforceable or invalid, in whole or in part, by judgment or order of a court, that shall not affect the remaining terms and conditions of the Agreement and they shall remain in full force and effect.

**Article 20: Waiver of Provisions**

Non-enforcement of any provision of this Agreement by Client or Consultant shall not constitute a waiver of that provision; and non-enforcement shall not prohibit subsequent enforcement of the provision or any other provision of the Agreement.

ACCEPTANCE

For Hoyle, Tanner & Associates, Inc.:

  
\_\_\_\_\_  
Jon A. Olin, Vice President

\_\_\_\_\_  
March 9, 2020  
(Date)

For [The Village of Essex Junction]

PLEASE PROCEED WITH THE PROJECT AS INDICATED.

\_\_\_\_\_  
(Name & Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

**EXHIBIT A**  
**Scope of Services**

**Preliminary Design Phase**

Consultant shall:

- P-1. Perform a site visit to observe existing conditions and obtain data (field measurements, photography, etc.) for the purpose of preparing contract plans. Layout proposed boring locations and mark surrounding area for Dig-Safe.
- P-2. Coordinate and arrange with subconsultants for: subsurface soil borings, wetlands delineation, historic and archeological assessment, and topographic survey with local firms. Provide part-time observation of soil borings.
- P-3. Identify and provide location on contract plans of utility conflicts and coordinate with impacted utilities. Coordinate with private utility companies to identify potential buried lines (e.g. gas, telecom).
- P-4. Participate in up to 4 project meetings: 1 Project Kickoff Meeting with DPW staff, 2 DPW design progress meetings, and 1 project abutter meeting.
- P-5. Prepare Preliminary Plans and Estimate of Probable Construction Costs and submit to Client and FEMA Project Supervisor for review and comment. Specific Design Engineering Services for this project include:
  - i. Layout design of proposed culvert and wingwalls
  - ii. Hydraulic analysis the culvert crossing with and without the upstream and downstream structures incorporated into the model to evaluate the existing and proposed structures waterway openings to provide a minimum of 1' of freeboard at a 25-year flood event and accommodate the 100-year flood event.
  - iii. Precast concrete structural design
  - iv. Roadway geometry design
- P-6. Conduct Pre-Application coordination with Permitting Agencies (ANR Stream Alterations, DEC Wetlands, State Historic Preservation Officer, US Army Corp of Engineers). Prepare and submit draft Permits:
  - i. VT ANR Stream Alteration Permit
  - ii. Army Corp of Engineers General Permit – Category 1 Self Verification form
  - iii. VT DEC Wetlands Individual Permit (if required)
- P-7. Provide overall project management including scheduling and client coordination. Prepare a Project Specific Quality Assurance Plan (PSQAP) for the project in accordance with Hoyle, Tanner's Quality Control Plan (QCP). Monitor the PSQAP for the project in accordance with Hoyle, Tanner's (QCP) through completion.

**Final Design Phase**

Consultant shall:

- F-1. Prepare an easement plan with draft Temporary and Permanent Easement deeds and submit to Client.

- F-2. Incorporate field survey and update hydraulic modeling.
- F-3. Address preliminary plan comments received from VTrans, Town, and Permitting Review. Prepare Final Plans, Specifications and an Estimate of Probable Construction Costs and submit to the Client and FEMA Project Supervisor for review and comment. Review to include Client's legal counsel, comments will be incorporated into Contract Documents for bidding (see F-4 below).
- F-4. Incorporate review comments from Client and FEMA Project Supervisor. Prepare Contract Documents (plans and specifications) for bidding purposes sufficiently in advance to allow Client's legal counsel to review and edit as necessary.
- F-5. Provide overall project management including scheduling, client coordination. Complete the PSQAP for the project in accordance with Hoyle, Tanner's Quality Control Plan (QCP).

### **Bid Phase**

Consultant shall:

- B-1. Prepare and provide Client with an "Advertisement for Bids" and assist Client with advertising the project for construction.
- B-2. Attend and conduct a pre-bid meeting at Client offices.
- B-3. Issue addenda (if necessary) to interpret or clarify bidding documents.
- B-4. Attend Bid Opening at Client Office, receive bid documents.
- B-5. Review bids, bid bonds and other bid documents submitted for compliance with bid requirements. Prepare a bid summary and assist Client with evaluation of bids.
- B-6. Prepare Notice of Award for Client signature and issuance to the Contractor.

**Proposal for Construction Phase Services to be Prepared after Preliminary Design Phase services are completed, if requested.**

### **Assumptions**

Consultant assumes:

- Hoyle, Tanner will arrange for a soil boring firm to take the necessary borings at the site. We intend to use Mike's Boring and Coring from Barre, VT for these services. The cost for these services is included in our fees indicated in Exhibit C. The estimate for soil borings is based on 2 soil borings and 2 probes at the 4 corners of the proposed culvert location. With the Road closure, flagging will not be required. It may be necessary to get Village DPW staff assistance in moving the barriers for drilling operations.
- Hoyle, Tanner will arrange for a survey firm to perform a topographic survey. We intend to use Vermont Survey & Engineering (VSE) of Waterbury, VT for these services. The cost for these

services is included in our fees indicated in Exhibit C.

- Hoyle, Tanner will arrange for an environmental services firm to perform a wetland delineation and invasive species review within the project survey limits at the culvert replacement location. We intend to use Northwoods Ecological Consulting for these services. The cost for these services is included in our fees indicated in Exhibit C.
- Hoyle, Tanner will arrange for a historic and archeological services firm to perform a Phase IA Archeological Resources Assessment (ARA) within the project survey limits at the culvert replacement location. We intend to use Hartgen Archeological Associates for these services. The cost for these services is included in our fees indicated in Exhibit C.
- It is assumed that USACE and VT ANR/DEC will have minor comments on the permit applications and plan sets and that they will apply expedited permit review process treating this as an emergency response project, and a total of 4 hours have been included to address their comments.
- Site meetings with Utility Owners are not expected to be required.
- Applications fees are not included as part of Hoyle, Tanner services. The Client shall be responsible for respective permit application fees.
- Based on available on-line sources, it is assumed that surveys for state and federal-listed plants, animals or fish species will not be required for this project. Should such surveys be required, a contract amendment will be proposed.
- A horizontal and vertical alignment will be created to match the existing conditions of the roadway for construction layout purposes. Project limits are anticipated to extend approximately 150' south and 150' north of the crossing for a total project length of 300'.
- Based on preliminary reports we anticipate the structure span length to be between 18' and 20'. Replacement structure types to be assessed in the preliminary design phase are assumed to be limited to:
  - Precast Buried Concrete Rigid Frame
  - Precast Concrete Box
  - Cast-in-Place Concrete alternatives due to the accelerated schedule of project and bidding season.
- A hydraulic analysis will be completed utilizing SRH 2D SMS software in accordance with the 2015 VTrans Hydraulics Manual. Hydrology (design flows) will be based on the preliminary hydrology findings (USGS StreamStats). The extent of the boundary area for the hydraulics model will include the downstream bridge and upstream culvert crossing structure to effectively model the stream influencers at this crossing. In order to advance preliminary design, the modeling will utilize available LiDAR information during the preliminary design and merge in topographic survey for the Final Design when it becomes available.
- Roadway drainage shall consist mostly of sheet flow, mimicking existing conditions. Upon evaluation of roadside barrier and roadway geometry, additional drainage structures and pipe may be proposed to relieve potential ponding water.



- Traffic Control Plan and Detour design will not be necessary for this project as it is currently in-place for the closed section of roadway.
- Based on coordination with the Client, there is no buried sewer within the project limits.
- The contract plans will consist of approximately 20 sheets and will include the following:
  - Title Sheet
  - Project Notes (1 of 2)
  - Project Notes (2 of 2) & Summary of Quantities\*
  - Easement Plan
  - Roadway Typical Sections and Details
  - Boring Location Plan
  - Boring Logs
  - Roadway Plan & Profile
  - General Plan and Elevation
  - Site Plan
  - Water Diversion / Wetland Impact Plan
  - Culvert Layout Plan
  - Precast Concrete Rigid Frame or Box Culvert Details (3 Sheets)
  - Guardrail and Bridge Rail Layout Plan
  - Roadway Cross Sections (3 Sheets)
  - Temporary Waterline Replacement Details

Plans marked with an asterisk (\*) will be included in the final submission and are not required for Preliminary Plans.

- Construction phase services, such as shop drawing review and periodic site observations or resident engineering services, are not included in this Proposal. We intend to submit a Proposal for these services after the preliminary design phase services are completed, if requested.
- Temporary and Permanent ROW easements will be required to construct the roadway/culvert for this project. Hoyle, Tanner will provide Client with an easement plan and draft easement deed language acceptable in form and content to the Client. Hoyle, Tanner will not be responsible for procuring right-of-way or easements.
- Bidding Requirements, Contract Documents and Technical Specifications developed for the project will be based upon Hoyle, Tanner's standard which is based upon the EJCDC 2013 model documents acceptable in form and content to the Client.
- Should new or revised environmental permitting requirements be enacted subsequent to the execution of this Agreement, the fee may be renegotiated.
- As this is considered a standard DPW maintenance/replacement project, we have assumed there will not be any Public Meetings/Presentations as part of the base scope. A separate phase for a public meeting has been provided for consideration and will only be included at the client's request.

(Bid Phase Assumptions)

- The cost of up to 2 sets of Contract Documents for distribution to the Client and construction reporting agencies is included in this proposal as indicated herein.
- The proposal assumes a maximum of 2 minor addendums will be issued.
- Contract Documents will consist of a bound book entitled "Bidding Requirements Contract Documents and Technical Specifications" and half-size (11" x 17") paper plans.

**Separately Phased Scope**

This scope has been proposed as separately phase for as needed/requested scope to be determined and for potentially non-FEMA reimbursable services. They are described as follows and each will have a separate cost-tracking phase set up our accounting system:

**Waterline Replacement:**

- W-1. Meet with Town Representatives during vac excavation operations for location and visual identification of the town-owned waterline (including pipe size, material, depth and orientation).
- W-2. Preliminary design of the section of waterline replacement within the horizontal construction limits of the project and the associated valves required to maintain service during construction.
- W-3. Response to comments and final waterline design plans and specifications.

**Assumptions:**

- Without record drawings large assumptions have been made for effort needed for this work. Hoyle, Tanner will work diligently to stay within the fee estimate provided an update the Town prior to out of scope work not defined here-in.
- Design includes the installation of up to 3 valves for disconnection and replacement of the section of Village-Owned Asbestos-Cement (AC) Waterline within the project construction limits (approximate length 80' of pipe replacement). DPW will provide available pipe information including size (6" diameter assumed), depth, and approximate location.
- DPW Staff shall field mark and coordinate with digsafes for their work. Hoyle, Tanner will assist with marking on a pdf map (proposed boring locations map) where the locations of test pits are to be located (2-4 assumed – depending on depth found adjacent to stream it may be beneficial to locate the pipe elevation further away from the crossing). This can be coordinated with the digsafes for soil borings if the Town prefers, but the pipe must be located prior to the soil boring operations.
- Village will provide town-standard pipe replacement and connection details. Per kickoff meeting – anticipated 8" Ductile Iron pipe.
- Soil Borings are anticipated to be completed in late-March, early-April 2020.
- It is assumed that design and calculations will not be required for the sizing of pipe or thrust restraints. The project is to be completed with reference to standard village and CWD details for this work.
- Village will provide town-standard specifications for the work. Hoyle, Tanner to review. It is assumed that these specifications will be similar in nature to our CSI-based specifications.
- Bid Item and Estimate will be developed as lump sum for the full work (outside of the limits of the culvert replacement project) associated with 2 items: Installation of valves and restraints, and Replacement of AC Waterline.
- Contract Documents and bidding will occur under the same contract as culvert replacement work with items tracked separately for culvert replacement.

***Upstream Culvert Replacement Study:***

- H-1. Perform Hydraulic Analysis specific to the upstream culverts identified by the Village (upper Densmore Drive and Brickyard Road). Size proposed replacement structure (verify if consistent with downstream proposed culvert) and develop a cost estimate to replace.
- H-2. Prepare a brief report summarizing hydraulics findings, existing condition assessments and approximate lifespan remaining, and cost estimates to replace. Meet with Village DPW staff to review draft report.
- H-3. Prepare Final Report and address Village comments.
- H-4. Assist Village with assessing flood impacts from modeling and evaluation of HMGP Grant potential. Identify other potential State and Federal Grants

**Assumptions:**

- Hydraulic analysis will be completed with available LiDAR data. No topographic survey will be provided at these locations. This analysis should be considered preliminary, with final analysis completed with topographic survey merged into the model (to be completed in a future design phase).
- Hydraulic modeling will consider the effects of all existing structures and their potential flooding, as well as the individual structure sizes required to pass design flow (assuming all upstream structures are sized accordingly)
- Scope does not include grant preparation or full HMGP Benefit Cost Analysis (BCA). It is a cursory review of the hydraulic results with a summary of recommendations.
- 2 paper copies of the Final Reports are included. PDF copies will be provided for the Draft Review.

***Public Outreach Meeting:***

- M-1. Prepare Material for a Public Presentation (Powerpoint – Project Description)
- M-2. Participate in Public Meeting

**Assumptions:**

- This meeting has been separated out into a separate phase for tracking. At the time of the contract the Village was unsure if it will be required.
- Printed material will not be necessary for the meeting. It is assumed that presentation material will be summarized in Powerpoint format.
- It is assumed that the Village will document meeting minutes and public comments, and provide to Hoyle, Tanner for project records.

**Exhibit B  
INSURANCE**

Consultant has the following Insurance coverages:

a.	Workers' Compensation and Employers' Liability	\$ 1,000,000	Each Accident
		\$ 1,000,000	Disease-Each Employee
		\$ 1,000,000	Disease-Policy Limit
b.	General Liability Commercial Package	\$ 1,000,000	Each Occurrence
		\$ 2,000,000	General Aggregate
		\$ 2,000,000	Products- Comp/Op Agg
		\$ 1,000,000	Personal & Adv Injury
		\$ 10,000	Med Exp (any one person)
c.	Umbrella	\$ 10,000,000	Each Occurrence
		\$ 10,000,000	Aggregate
d.	Business Auto (Hired and Non-Owned)	\$ 1,000,000	Combined Single Limit Per Accident
e.	Professional Liability	\$ 5,000,000	Per claim
		\$ 5,000,000	Annual Aggregate

**EXHIBIT C**  
**Compensation for Services**

Client shall pay Consultant for services set forth in Exhibit A and in accordance with the provisions of Article 4 of this Agreement as follows:

**Standard Hourly Rates Method of Payment**

Design Phase		
• Preliminary Design	\$ 76,416	Estimated Amount
• Final Design	\$ 17,674	Estimated Amount
Total Design Phase	\$ 94,090	Estimated Amount
Bidding Phase	\$ 5,672	Estimated Amount
Additional Phase – Waterline	\$ 19,136	
Additional Phase – Upstream Culverts	\$ 14,224	
Additional Phase – Public Meeting	\$ 3,220	
Total Compensation	\$ 136,342	Estimated Amount

The estimated amounts shall equal the cumulative hours charged by each class of Consultant’s personnel time applicable standard hourly rates for each category. The estimated amounts include reimbursable expenses such as transportation, postage, telephone, fax, printing and equipment rental; and include charges of subconsultants engaged by Consultant.

The Consultant may modify the amounts for individual phases to reflect services actually provided by phase; however, Consultant shall not exceed the total Compensation without the approval of Client.

Consultant shall bill Client based on hours charged at standard billing rates plus reimbursable expenses incurred plus subconsultant expenses for the billing period. During the term of this Agreement, direct salaries may be adjusted as part of Hoyle, Tanner’s companywide revisions due to increases in cost of living as well as merit and shall not be limited to employees assigned to provide services under this Agreement.

**EXHIBIT D**  
**Schedule**

Consultant shall perform the services indicated in Exhibit A in conformance with the following:

Design Phase Services

- Preliminary Design Submission  
P-1 through P-7 June 5, 2020 \*
- Final Design Submission  
F-1 through F-5 July 31, 2020 \*\*

Bid Advertisement

August 5, 2020

\* From the date of Acceptance (see Page 7 of the Agreement)

\*\* Assumes Expedited Permit Review

**BILLING RATE ESTIMATE**

V:\HSG\proposals\Essex Junction - Densmore Drive Culvert\Contract\UH-BILL - Densmore.xlsx\H Pg 3 - Hydraulics

CLIENT : Village of Essex Junction  
 PROJECT: Densmore Drive Culvert Replacement  
 PROJECT #: TBD  
 DATE: 3/4/2020

**Densmore Drive Culvert Replacement**

Calc. By: Olin  
 Check By:

TASK DESCRIPTIONS	MANHOURS BY BILLING RATE CLASSIFICATION (\$/Hour)											TOTAL HOURS	TOTAL BILLING RATE COSTS
	SENIOR PROJECT MANAGER \$195.00 James	PROJECT MANAGER II \$170.00 Olin	ENGINEER II \$109.00 Harpe	ENGINEER I \$92.00 Walsh	SENIOR ENGINEER II \$137.00 Beaulac	ENGINEER I \$92.00 Centerbar	ENVIRONMENTAL COORDINATOR III \$142.00 Pease	CADD TECHNICIAN III \$113.00 Dustin	SENIOR ENGINEER III \$150.00 Reilly	PROJECT ASSISTANT I \$80.00 Bishop			
PUBLIC OUTREACH MEETING												0	\$0.00
P-1 Prepare Public Outreach Meeting Material		12										6	\$2,520.00
P-2 Participate in Public Meeting		4										4	\$680.00
												0	\$0.00
												0	\$0.00
<b>TOTAL MANHOURS</b>	0	16	0	0	0	0	0	0	0	0	0	6	22
<b>TOTAL BILLING RATE COSTS</b>	\$0.00	\$2,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00		\$3,200.00

**REIMBURSABLE EXPENSES:**

TRAVEL- MILEAGE, ETC.	\$20
POSTAGE & COMMUNICATION	\$0
PRINTING	\$0
LODGING AND MEALS	\$0
TESTING EQUIPMENT RENTAL	\$0
Other	\$0
<b>SUBTOTAL:</b>	<b>\$20</b>

**TOTAL BILLING RATE COSTS**

\$3,200

**SUBCONSULTANTS:**

Hartgen Archeological	\$0
VSE Survey	\$0
Northwoods Environmental	\$0
Mike's Boring & Coring	\$0
<b>SUBTOTAL:</b>	<b>\$0</b>

**SUBCONSULTANTS:**

Includes admin. Fee of 5%

\$0

**SUBTOTAL BILLING RATE COSTS, SUBCONSULTANTS:**

\$3,200

**REIMBURSABLE EXPENSES:**

Includes admin. fee of 0%

\$20

**TOTAL:**

\$3,220

**Hoyle, Tanner & Associates, Inc.**

125 College St Burlington, VT 05401

Revised 12/15

**BILLING RATE ESTIMATE**

V:\HSG\proposals\Essex Junction - Densmore Drive Culvert\Contract\LIH-BILL - Densmore.xlsx\LIH Pg 3 - Hydraulics

CLIENT: Village of Essex Junction  
 PROJECT: Densmore Drive Culvert Replacement  
 PROJECT #: TBD  
 DATE: 3/4/2020

**Densmore Drive Culvert Replacement**

Calc. By: Olin  
 Check By:

TASK DESCRIPTIONS	MANHOURS BY BILLING RATE CLASSIFICATION (\$/Hour)										TOTAL HOURS	TOTAL BILLING RATE COSTS
	SENIOR PROJECT MANAGER \$195.00 James	PROJECT MANAGER II \$170.00 Olin	ENGINEER II \$109.00 Harpe	ENGINEER I \$92.00 Veich	SENIOR ENGINEER II \$137.00 Beaudac	ENGINEER I \$92.00 Centerbar	ENVIRONMENTAL COORDINATOR III \$142.00 Peace	CADD TECHNICIAN III \$113.00 Dustin	SENIOR ENGINEER III \$150.00 Rally	PROJECT ASSISTANT I \$80.00 Bishop		
UPSTREAM CULVERTS STUDY PHASE											0	\$0.00
H-1 Hydraulic Analysis											0	\$0.00
Model Limits - Densmore Dr Upstream		2	16								18	\$2,084.00
Model Limits - Brickyard Rd		2	16								18	\$2,084.00
Quantities / Cost Estimate		1	1	12							14	\$1,383.00
QA/QC	1	4	2	2							9	\$1,277.00
H-2 Draft Culvert Replacement Report											0	\$0.00
Report (2 Culverts)		2	16	8							26	\$2,820.00
QA/QC	1	4	2	1							8	\$1,185.00
Meeting w/ Town to Review											0	\$0.00
H-3 Final Culvert Replacement Report											0	\$0.00
Report		1	8	4							13	\$1,410.00
QA/QC		2	1	1							4	\$541.00
H-4 Assist with potential Grant Opportunities											0	\$0.00
FEMA HMGP Qualifications		6									6	\$1,020.00
Other State / Federal Grants		2									2	\$340.00
											0	\$0.00
											0	\$0.00
<b>TOTAL MANHOURS</b>	2	26	62	28	0	0	0	0	0	0	118	
<b>TOTAL BILLING RATE COSTS</b>	\$390.00	\$4,420.00	\$6,758.00	\$2,576.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$14,144.00

REIMBURSABLE EXPENSES:												
TRAVEL- MILEAGE, ETC.	\$20											
POSTAGE & COMMUNICATION	\$40											
PRINTING	\$20											
LODGING AND MEALS	\$0											
TESTING EQUIPMENT RENTAL	\$0											
Other	\$0											
<b>SUBTOTAL:</b>	<b>\$80</b>											
SUBCONSULTANTS:												
Hartgen Archeological	\$0											
VSE Survey	\$0											
Northwoods Environmental	\$0											
Mike's Boring & Coring	\$0											
<b>SUBTOTAL:</b>	<b>\$0</b>											
<b>TOTAL BILLING RATE COSTS</b>												\$14,144
<b>SUBCONSULTANTS:</b>												
includes admin. Fee of					5%							\$0
<b>SUBTOTAL BILLING RATE COSTS, SUBCONSULTANTS:</b>												\$14,144
<b>REIMBURSABLE EXPENSES:</b>												
includes admin. fee of					0%							\$80
<b>TOTAL:</b>												\$14,224

Hoyle, Tanner & Associates, Inc.

125 College St Burlington, VT 05401

Revised 12/15



**BILLING RATE ESTIMATE**

V:\HSG\proposals\Essex Junction - Densmore Drive Culvert\Contract\LH-BILL - Densmore.xlsx\LH Pg 2 - Waterline

CLIENT : Village of Essex Junction  
 PROJECT: Densmore Drive Culvert Replacement  
 PROJECT #: TBD  
 DATE: 3/4/2020

**Densmore Drive Culvert Replacement**

Calc. By: Olin  
 Check By:

TASK DESCRIPTIONS	MANHOURS BY BILLING RATE CLASSIFICATION (\$/Hour)										TOTAL HOURS	TOTAL BILLING RATE COSTS
	SENIOR PROJECT MANAGER \$195.00 <i>James</i>	PROJECT MANAGER II \$170.00 <i>Olin</i>	ENGINEER II \$109.00 <i>Hampa</i>	ENGINEER I \$92.00 <i>Welch</i>	SENIOR ENGINEER II \$137.00 <i>Beaulac</i>	ENGINEER I \$92.00 <i>Centerbar</i>	ENVIRONMENTAL COORDINATOR III \$142.00 <i>Peace</i>	CADD TECHNICIAN III \$113.00 <i>Miller</i>	SENIOR ENGINEER III \$150.00 <i>Reilly</i>	PROJECT ASSISTANT I \$80.00 <i>Bishop</i>		
<b>WATERLINE REPLACEMENT PHASE</b>											0	\$0.00
W-1 Site Visit - Waterline Identification											8	\$1,200.00
W-2 Preliminary Plans & Estimate - Waterline											0	\$0.00
Temporary Valves & Sequence of Work								8	20		28	\$6,300.00
Waterline Replacement								16	30		46	\$6,308.00
Quantities / Cost Estimate									8		8	\$1,200.00
QA/QC		2							2		2	\$640.00
W-3 Final Plans, Specifications & Estimate											0	\$0.00
Final Plans								8	12		20	\$2,704.00
Final Specifications		2							12	1	15	\$2,220.00
Final Estimate									2		2	\$300.00
QA/QC		2							2		4	\$640.00
											0	\$0.00
											0	\$0.00
<b>TOTAL MANHOURS</b>	0	6	0	0	0	0	0	32	96	1	135	
<b>TOTAL BILLING RATE COSTS</b>	\$0.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,616.00	\$14,400.00	\$80.00		\$19,116.00

<b>REIMBURSABLE EXPENSES:</b>												
TRAVEL - MILEAGE, ETC.	\$20											
POSTAGE & COMMUNICATION	\$0											
PRINTING	\$0											
LODGING AND MEALS	\$0											
TESTING EQUIPMENT RENTAL	\$0											
Other	\$0											
<b>SUBTOTAL:</b>	<b>\$20</b>											
<b>SUBCONSULTANTS:</b>												
Hartgen Archeological	\$0											
VSE Survey	\$0											
Northwoods Environmental	\$0											
Mike's Boring & Coring	\$0											
<b>SUBTOTAL:</b>	<b>\$0</b>											
<b>TOTAL BILLING RATE COSTS</b>												\$19,116
<b>SUBCONSULTANTS:</b>												\$0
includes admin. fee of						5%						
<b>SUBTOTAL BILLING RATE COSTS, SUBCONSULTANTS:</b>												\$19,116
<b>REIMBURSABLE EXPENSES:</b>												
includes admin. fee of						0%						\$20
<b>TOTAL:</b>												\$19,136

**Hoyle, Tanner & Associates, Inc.**

125 College St Burlington, VT 05401

Revised 12/15

**BILLING RATE ESTIMATE**

CLIENT : Village of Essex Junction  
 PROJECT : Densmore Drive Culvert Replacement  
 PROJECT #: TBD  
 DATE : 3/9/2020

**Densmore Drive Culvert Replacement**

Calc. By: Olin  
 Check By:

TASK DESCRIPTIONS	MANHOURS BY BILLING RATE CLASSIFICATION (\$/Hour)											TOTAL HOURS	TOTAL BILLING RATE COSTS
	SENIOR PROJECT MANAGER \$195.00 James	PROJECT MANAGER II \$170.00 Olin	ENGINEER II \$109.00 Hampé	ENGINEER I \$92.00 Welch	SENIOR ENGINEER II \$137.00 Beaulac	ENGINEER I \$92.00 Centerbar	ENVIRONMENTAL COORDINATOR III \$142.00 Pescé	CADD TECHNICIAN III \$113.00 Dustin	SENIOR ENGINEER III \$150.00 Reilly	PROJECT ASSISTANT I \$80.00 Bishop			
<b>PRELIMINARY DESIGN PHASE</b>												0	\$0.00
P-1 Site Visit (Design Team)		4			4	4						12	\$1,596.00
Internal Project Team Kickoff	1	2	1	1	1	1	1	1				9	\$1,220.00
<b>P-2 Coordinate Subconsultants</b>												0	\$0.00
Survey		1						1				3	\$363.00
Soil Borings		1				8						10	\$986.00
Wetlands		2				1	2					6	\$796.00
Archeological Assessment		2				1	2					6	\$796.00
<b>P-3 Coordination with Utilities</b>		2			2	4						8	\$982.00
<b>P-4 Meetings</b>												0	\$0.00
Project Kickoff Meeting (2/28/2020)		3			3	4						10	\$1,289.00
Project Abutter Coordination Meeting		3				4						7	\$878.00
(2) Design Coordination Meetings with Public Works		6				8						14	\$1,756.00
<b>P-5 Preliminary Plans and Estimate</b>												0	\$0.00
Culvert & Wingwall Layout		2		8		1		4				15	\$1,620.00
Preliminary Calculations - Structural		4		32								36	\$3,624.00
Preliminary Calculations - Highway		2			12	30		2				46	\$4,970.00
Preliminary Calculations - Hydraulics		4	40									44	\$5,040.00
CADD Drawings		4	4	10	6	10	2	140				176	\$19,882.00
Quantities / Cost Estimate		2	4	12	4	12						34	\$3,532.00
QA/QC	4	2	2	2	2	2		4				18	\$2,432.00
<b>P-6 Permitting</b>												0	\$0.00
Pre-App Coordination with Regulatory Officials		4					4					8	\$1,248.00
ANR Stream Alterations Permit		1					8					9	\$1,306.00
USACE General Permit		1					8					9	\$1,306.00
VT DEC Wetlands Permit		1					20					21	\$3,010.00
<b>P-7 Project Management</b>		8										8	\$1,440.00
<b>FINAL DESIGN PHASE</b>												0	\$0.00
F-1 Easement Plan & Documents		2				2		4				8	\$976.00
<b>F-2 Incorporate Field Survey and Update Hydraulics</b>		1	20					2				23	\$2,576.00
<b>F-3 Final Plans, Specifications &amp; Estimate</b>												0	\$0.00
Final Calculations		1	2	8	2	4						17	\$1,766.00
Final Plans		1	1	4	1	4	2	40				53	\$5,956.00
Final Specifications		4	2	2	2	2				2		14	\$1,700.00
Final Estimate		1	1	4	1	4						11	\$1,152.00
QA/QC	4	2	2	1	2	1		2				14	\$2,022.00
<b>F-4 Bid Plans &amp; Specifications</b>		2						2				4	\$648.00
<b>F-5 Project Management</b>		4										4	\$760.00
<b>BID PHASE</b>												0	\$0.00
B-1 Advertisement for Bids		2				2						4	\$604.00

B-2 Pre-Bid Meeting		4				6						10	\$0.00
												10	\$1,232.00
B-3 Issue Bid Addenda		2		4		8					1	15	\$1,524.00
												0	\$0.00
B-4 Attend Bid Opening		4				4						8	\$1,048.00
												0	\$0.00
B-5 Bid Analysis		2				6						8	\$892.00
												0	\$0.00
B-6 Prepare Notice of Award		1				1					1	3	\$342.00
												0	\$0.00
<b>TOTAL MANHOURS</b>		<b>9</b>	<b>94</b>	<b>79</b>	<b>88</b>	<b>42</b>	<b>134</b>	<b>49</b>	<b>202</b>	<b>0</b>	<b>12</b>	<b>709</b>	
<b>TOTAL BILLING RATE COSTS</b>	<b>\$1,755.00</b>	<b>\$15,980.00</b>	<b>\$8,611.00</b>	<b>\$8,096.00</b>	<b>\$5,754.00</b>	<b>\$12,328.00</b>	<b>\$6,958.00</b>	<b>\$22,826.00</b>	<b>\$0.00</b>	<b>\$960.00</b>			<b>\$83,268.00</b>

<b>REIMBURSABLE EXPENSES:</b>													
TRAVEL- MILEAGE, ETC.		\$97											
POSTAGE & COMMUNICATION		\$30											
PRINTING		\$92											
LODGING AND MEALS		\$0											
TESTING EQUIPMENT RENTAL		\$0											
Other		\$0											
<b>SUBTOTAL:</b>		<b>\$219</b>											
<b>SUBCONSULTANTS:</b>													
Hartgen Archeological		\$3,000											
VSE Survey		\$6,000											
Northwoods Environmental		\$1,500											
Mike's Boring & Coring		\$5,000											
		\$0											
<b>SUBTOTAL:</b>		<b>\$15,500</b>											
<b>TOTAL BILLING RATE COSTS</b>													<b>\$83,268</b>
<b>SUBCONSULTANTS:</b>													
includes admin. Fee of		5%											<b>\$16,275</b>
<b>SUBTOTAL BILLING RATE COSTS, SUBCONSULTANTS:</b>													<b>\$99,543</b>
<b>REIMBURSABLE EXPENSES:</b>													
includes admin. fee of		0%											<b>\$219</b>
<b>TOTAL:</b>													<b>\$99,762</b>

**Hoyle, Tanner & Associates, Inc.**

125 College St Burlington, VT 05401

Revised 12/15

## Jim Jutras

---

**From:** Olin, Jon A. <jolin@hoyletanner.com>  
**Sent:** Thursday, March 19, 2020 9:48 PM  
**To:** Jim Jutras; Chelsea Mandigo; Ricky Jones  
**Cc:** Ricky Jones; Semprini, Jillian A.; 927901 - Densmore Drive Culvert Replacement  
**Subject:** RE: FEMA Recovery Scoping Meeting-Village of Essex Junction

## Contract Clarifications

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

Good review comments Jim. See my response below in Green. I'm comfortable with all of these comments providing clarification without revision to the contract and, from my end, see no need to revise. But I'm happy to make tweaks if you prefer.  
(I'll probably staple a copy of this to the contract for our files).

### Jon A. Olin, P.E.

Vice President

Vermont Regional Business Manager

Licensed in VT, NH, CA

(802) 860-1331, ext 314 | Cell: (802) 578-6914

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**From:** Jim Jutras <jim@essexjunction.org>  
**Sent:** Thursday, March 19, 2020 6:27 PM  
**To:** Olin, Jon A. <jolin@hoyletanner.com>; Chelsea Mandigo <chelsea@essexjunction.org>; Ricky Jones <rick@essexjunction.org>  
**Cc:** Ricky Jones <rick@essexjunction.org>; Semprini, Jillian A. <jsemprini@hoyletanner.com>  
**Subject:** Re: FEMA Recovery Scoping Meeting-Village of Essex Junction

John,  
I plan to wrap this review up Friday. I have a procedural question to address with the Manager before I can release the signed contract. In the meantime, I would appreciate a reply to the following.

In review of the contract, some questions and observations:

1. Exhibit A page 5 Assumes precast concrete though page 11 the eighth bullet noted multiple types for consideration. I want to ensure the evaluation will lead to some form of alternatives analysis for presentation/discussion. An email response should suffice to address this apparent conflict in the document.  
Yes. First step of the project is to run the hydraulic analysis with lidar and confirm structure opening. We need to check with the precast plants and see how COVID-19 will be impacting them (I've not heard of any mandatory shutdown). And I was hoping to confirm with FEMA if releasing an early package for precast would be acceptable. That would allow fabrication while we finish design and permitting (with some pre-permit coordination with stream alt and army corp). That's a question I have for them next week. We will assess the risk and cost/durability/construction control benefits of precast versus cast-in-place. Our assumption is we can make precast work, but it's a fairly easy transition if we need to spec cast-in-place. The contract is just identifying that we will perform the design calculations for the precast (which is transferable to cast-in-place)
2. Page 12 correctly notes traffic control plan. Absent is the pedestrian access and control plan discussed at the meeting. Again an email response should suffice to expedite the contract.  
To confirm, the minutes show we will restrict pedestrian access (we do not need to maintain temporary ped crossing or provide detour signage for pedestrians – correct?). Our typical notes and specs will identify that the contractor is responsible for barricading pedestrian access at the site. While under construction they will not be allowed to cross.
3. Bid assumptions page 13 notes only two sets of plans. We also require an electronic version of both.



Yes. That is our standard. I can add that language, but you could use this email as confirmation that we will do this.

4. Page 14 notes public meeting materials as does the billing rate estimate while page 12 last bullet notes no public meeting. Please address this apparent conflict by email reply.

Correct, from our discussion I understood you wanted a cost for a public meeting (if needed). I built it out this way so you can pull it in or we just leave it off and I don't bill for that phase of work (our accounting system will have it set up as a phase

5. Page 14 also notes the upstream culvert replacement study. With this as presented, will it pose an issue with FEMA or does your experience prove otherwise? Are those costs included in this contract or separate.

Similar. We have it set up so it will track totally separate from the FEMA reimbursable portion of work. Same contract with you, but you won't submit for reimbursement on this item. I also did that for the water line. If we find it's within the limits of the proposed structure (meaning we have to replace a length in order to build the new structure) then this fee would be FEMA reimbursable, but if it's outside the construction limits, this cost would be covered by the town. Keeping this as its own phase allows us to track and work on this with FEMA once we have more info.

6. We discussed this presentation as a Not to Exceed but I did not see this specifically noted in the contract. I may have missed it. Please advise.

Exhibit C sets this up as actual cost with a Not to Exceed limit. (2<sup>nd</sup> to last paragraph on page 16)

If any of these things require an addendum or change by FEMA standards, please let me know which route is best.

No I think we are all set. Unless you want additional design for temporary pedestrian access, but I wouldn't recommend it for this relatively short project duration and alternate facilities that can be used.

Jim

James L. Jutras, Water Quality Superintendent  
Village of Essex Junction, 2 Lincoln Street, Essex Jct., VT 05452-3685  
Facility location: 35 Cascade St  
Phone: 802-878-6943 ext 101 (Fax) 802-878-6948

**From:** Olin, Jon A. <[jolin@hoyletanner.com](mailto:jolin@hoyletanner.com)>  
**Sent:** Thursday, March 19, 2020 3:20:08 PM  
**To:** Jim Jutras <[jim@essexjunction.org](mailto:jim@essexjunction.org)>; Chelsea Mandigo <[chelsea@essexjunction.org](mailto:chelsea@essexjunction.org)>  
**Cc:** Ricky Jones <[rick@essexjunction.org](mailto:rick@essexjunction.org)>; Semprini, Jillian A. <[jsemprini@hoyletanner.com](mailto:jsemprini@hoyletanner.com)>  
**Subject:** RE: FEMA Recovery Scoping Meeting-Village of Essex Junction

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

Very much understood and appreciated Jim. Thank you.

Jill is working out the schedule for the soil borings and other subconsultants – I'll keep you posted when we have that set.

jo

**Jon A. Olin, P.E.**  
Vice President  
Vermont Regional Business Manager  
Licensed in VT, NH, CA

(802) 860-1331, ext 314 | Cell: (802) 578-6914

**From:** Jim Jutras <[jim@essexjunction.org](mailto:jim@essexjunction.org)>  
**Sent:** Thursday, March 19, 2020 3:09 PM  
**To:** Olin, Jon A. <[jolin@hoyletanner.com](mailto:jolin@hoyletanner.com)>; Chelsea Mandigo <[chelsea@essexjunction.org](mailto:chelsea@essexjunction.org)>  
**Cc:** Ricky Jones <[rick@essexjunction.org](mailto:rick@essexjunction.org)>  
**Subject:** RE: FEMA Recovery Scoping Meeting-Village of Essex Junction

**APPLICATION TO HANG STREET BANNERS, GAS LAMP BANNERS OR EVENT  
FLAGS IN THE VILLAGE OF ESSEX JUNCTION**

Please Print

Applicant's Name: Kaitlin Delano

Organization: Vermont Quilt Festival

Tax Exempt #: 22-2500055 Non-Profit:  Yes  No

Address: 11 Pearl Street, Suite 205, Essex Jct, VT 05452

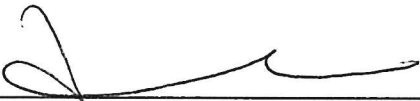
Phone: 802-872-0034 Email: info@vqf.org

Application for: Street Banner  Gas Lamp Banners  Event Flags

Message and dimensions: We will supply our own banner.

Locations you would like the event flags displayed: \_\_\_\_\_

I certify that the above-described banner(s) or event flags have been constructed in accordance with the specifications noted.

Signed:  Date: 3/10/20

Please return completed application to the Manager, Village of Essex Junction,  
2 Lincoln Street, Essex Junction, VT 05452.

**OFFICE USE ONLY**

Insurance Certificate received:  Yes  No  
Liability Waiver received:  Yes  No Waiver signed: Yes  No   
\$250 fee received:  Yes  No  
Application complete:  Yes  No

Policy/banners

Trustees= approval (date): \_\_\_\_\_

**LIABILITY WAIVER**

The Village of Essex Junction has agreed to hang a banner(s) or event flags for (print organization name) Vermont Quilt Festival, hereinafter known as "Owner."

To the extent permitted by law, the "Owner" agrees to indemnify and hold harmless the Village of Essex Junction and its subsidiaries, its agents, employees or any other persons against loss or expense including attorney's fees, by reason of the liability imposed by law upon the Village except in cases of the Village's sole negligence, for damage because of bodily injury including death at any time resulting therefrom, sustained by any person or persons, or on account of damaged property arising out of the hung banner or in consequence of the performance of hanging the banner; whether such injuries to persons or damage to property are due, or claim to be due, to any passive negligence of the Village employees or agents or any other person.

This indemnification and hold harmless agreement shall be insured by liability insurance naming the Village as an additional insured in the "Owner's" policy, and a certificate of insurance must be provided prior to hanging the banner(s) or event flags.

Event: Vermont Quilt Festival

The banner(s)/event flags will be hung from 6/12/20 to 6/28/20  
date date

**OWNER'S ACKNOWLEDGMENT:**

By: [Signature]

Date: 3/6/20

**VILLAGE OF ESSEX JUNCTION ACKNOWLEDGMENT:**

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

Date: \_\_\_\_\_

# Memo

**To:** Evan Teich, Unified Manager and the Village Trustees  
**From:** Dennis E. Lutz, P.E., Public Works Director  
Ricky Jones, Village Highway Superintendent  
Aaron K. Martin, P.E., Utilities Director / Town Engineer  
**Date:** March 16 2020  
**Subject:** 2021 Class II Town Highway Paving Grant – West Street

**ISSUE:** The purpose of this memo is to provide information to the Trustees regarding the 2021 Town Highway Paving Grant program from VTRANS. If a grant is awarded, funding will be used to offset the construction costs associated with repair and overlay of a 5,333-foot long continuous section of West Street, (TH-5).

**DISCUSSION:** West Street, between the intersection with South Street and the intersection of West Street Extension, has not received any pavement treatment in over 25 years. Over the years since then, a significant amount of deterioration has occurred to the wearing surface. West Street is a major collector road in the Village and can see up to 5,855 AADT which acts to accelerate the deterioration process. The Village applied for and was not awarded a paving grant last year for the West Street project. Staff has updated the project cost estimate and will re-apply for the Class II paving grant this year.

The section of West Street, between the intersection with South Street and the intersection of West Street Extension has a total width of 26 feet and is approximately 5,333-feet in length. The road surface shall be repaired in the locations with the most severe pavement failure. The entire road surface within the project limits shall be cold planed to a depth of 1.5 Inches, a Type IV bituminous concrete pavement shim course will be placed along the entire length of the milled surface, and a two (2.0) inch pavement overlay of Type III bituminous concrete will be applied with new pavement markings.

The Village is requesting a grant award for 80% of the eligible project cost, which includes the work described above for the 5,333-foot length of road. The Village will cover the remaining 20% of the eligible cost of the project and the full amount of the non-eligible costs. If the Village does not obtain the Class II paving grant this year, then the scope of pavement reconditioning work described above will be downsized, and portions would be completed with budget paving funds. Staff's recommendation would be to reapply for grant funding next year. The project will be included in the summer 2020 paving bid. This project will only be awarded as described above if a grant award is received.

**COSTS:** The total project cost for the West Street pavement restoration has increased 2.2% over last year's total construction estimate. The new cost estimate is \$336,040.00. The estimate will be submitted as part of the application, and has been attached to this memo. The Village is asking for \$175,000.00 of assistance through the Class II Paving Grant program. This is the maximum award a community can receive under this grant program. The Village will be responsible for the remaining 20% of the eligible cost of the project and 100% of the non-eligible costs, (estimated Village cost = \$161,050.00). If the Village obtains the grant, the plan is to use FYE21 paving funds to make up the local share.

**RECOMMENDATION:** It is recommended the Trustees move to authorize staff to apply for a 2021 Class II Town Highway Paving Grant.



MINUTES ARE SUBJECT TO CORRECTION BY THE ESSEX JUNCTION BOARD OF TRUSTEES.  
CHANGES, IF ANY, WILL BE RECORDED IN THE MINUTES OF THE NEXT MEETING OF THE BOARD.

**VILLAGE OF ESSEX JUNCTION  
BOARD OF TRUSTEES  
MINUTES OF MEETING  
February 15, 2020**

**TRUSTEES PRESENT:** Andrew Brown; George Tyler; Amber Thibeault; Dan Kerin

**ADMINISTRATION and STAFF:** Evan Teich, Unified Manager; Ann Janda, Project Manager

**OTHERS PRESENT:** About 40 members of the public

**CALL TO ORDER**

Mr. Brown called the meeting to order at 1:00 p.m.

**No official business**

Presentation on the early details of the draft merger plan and question and answer session.

**ADJOURN**

**Andrew Brown made a motion, and George Tyler seconded, that the Trustees adjourn the meeting. VOTING: 4-0; motion carried at 3 PM**

Respectfully Submitted,  
Ann Janda

**VILLAGE OF ESSEX JUNCTION  
BOARD OF TRUSTEES  
MINUTES OF MEETING  
March 10, 2020**

**TRUSTEES PRESENT:** Andrew Brown; George Tyler; Raj Chawla; Amber Thibeault; Dan Kerin

**ADMINISTRATION and STAFF:** Evan Teich, Unified Manager; Sarah Macy, Finance Director/ Assistant Manager; Travis Sabatano, HR Director

**OTHERS PRESENT:** Patrick LaClair; Ken Signorello; Irene Wrenner

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

Mr. Brown called the meeting to order at 6:30 p.m. and led the assemblage in the Pledge of Allegiance.

2. **AGENDA ADDITIONS/ CHANGES**

Mr. Teich added item 6f to the agenda, authorization to submit a grant application for the fire department which requires a 5% match.

3. **APPROVE AGENDA**

**GEORGE TYLER made a motion, and RAJ CHAWLA seconded, that the Trustees approve the agenda to include the grant application for the fire department. VOTING: 5-0; motion carried.**

4. **PUBLIC TO BE HEARD**

a. **Comments from public on items not on the agenda.**

There were no comments from the public at this time.

5. **BUSINESS ITEMS**

a. **\*Interview for Bike/Walk Advisory Committee: Patrick LaClair**

Mr. Brown asked Mr. LaClair about his background and interest in serving on the Bike/Walk Advisory Committee. Mr. LaClair told the Trustees that he grew up in Essex and, since moving back, he has been active with biking, walking and running. He said he has had conversations about these activities in the community. Mr. Tyler asked him about how Essex compares to other places he has lived and what he would like to see improved. Mr. LaClair said that he likes taking advantage of biking, walking and running in all seasons but some seasons are harder in Essex than others. He shared that he avoids the 5 corners because of his impression that the roads are too hard to cross, there is limited visibility and driver awareness is a challenge. Mr. LaClair told Mr. Chawla that he would like to have a general awareness of ongoing projects related to biking and walking but would advocate for more crosswalk strobes near Maple Street park. Mr. Brown explained that, upon conclusion of their executive session discussion of the two candidates for the Bike/Walk Advisory Committee seat, staff would contact the candidates about their decision.

b. **Discuss Village Hall Staffing**

Mr. Brown said he liked the options laid out in the memo from Mr. Teich, for providing full municipal service coverage at the Village Offices, but reminded the Trustees that these options are not included in the final amount warned for the FYE21 budget. Mr. Teich discussed how staffing changes and unification strategies resulted in the smaller staffing numbers at the Village office. He talked about the current functions handled in the office, including community outreach, communications and development; payment of taxes, water and sewer bills by check; Public

Works invoicing; and mail processing for the Fire Department, EJRP and the Brownell library. The Trustees discussed worries about security and staff coverage, with such low staff presence. They talked about the additional presence of Essex Chips and the Senior Center. Mr. Teich discussed the benefits a recent phone system upgrade that allows service between multiple offices and municipal buildings. He also pointed out that a new card key system is planned to be installed at Village Hall. Mr. Teich discussed his point of view that it is important to not split the clerk and finance functions into separate buildings. Mr. Kerin suggested that they consider installing a direct phone to the Essex Town offices from Village Hall for people who arrive when a staff member is unavailable to help.

c. **Discussion on what to cover under Article 4 (Other Business) at Village Annual Meeting**

Mr. Brown reminded the Trustees that The Village Annual Meeting's Article 4 can be a good time to share information with the community and to gain a sense of the Village residents' preferences on some of the issues being discussed. Mr. Tyler, if available for Annual Meeting, or Mr. Chawla agreed to present about the merger proposal, during Article 4. The Trustees agreed that it would be helpful to poll the Village residents in attendance about which "Special Districts" they would prefer in the tax reconciliation model. Mr. Chawla proposed asking the residents if they want to have cannabis retail in the Village, and the Trustees said that this would be dependent on which of the two pieces cannabis legislation moves forward. They considered talking with the residents about the Local Option Tax and Mr. Tyler suggested they share information about how funds in the Economic Development fund were used this year.

Mr. Teich talked with the Trustees about how COVID-19 may affect the meeting. He reminded them that the charter states a meeting must be held and there is no provision for not doing so. He said, in a worst case scenario, a motion to delay the meeting to another date could be made at the beginning of the meeting. Mr. Teich noted that staff are following guidance from the Vermont Department of Health (VTDOH) and the Center for Disease Control (CDC), regarding the virus.

d. **Discuss results of Town Meeting proposed charter change for six-member Selectboard**

Mr. Brown explained that as per 17 V.S.A. §2645 (charters; adoption, repeal, or amendment; procedure) the Town Clerk will send the proposed charter change to the Secretary of State who will certify the document and deliver it to the Attorney General and others at the state level to go to General Assembly for a vote. He pointed out that, at this time, it is out of the municipalities' hands and if residents have thoughts on it, they should contact their legislators and senators directly.

e. **Update from Governance Subcommittee**

Mr. Tyler let the Trustees know that the Governance Subcommittee approved a memo to be discussed at the next joint meeting of the Selectboard and Trustees. This memo requests that the boards provide guidance, in light of the Charter Amendment vote, to determine a representation model and tax reconciliation strategies for the merger charter. He said the Governance Subcommittee recommendations remain the same, but the boards could decide to accept or change them. Mr. Tyler said that, once the boards approve the direction, he will begin working with Ms. Macy to determine funding plans associated with the decision. He said that the Transitional Charter language is almost finished and he will request that the boards review it and approve it. Mr. Brown and Mr. Tyler discussed wanting to gain a sense of the boards at the joint meeting so they can ask questions about what residents prefer from the special district taxes options during the Village Annual Meeting.

Ms. Wrenner asked for clarification on the Transition Charter's section regarding the Brownell Library. Mr. Tyler said that the way the Brownell Library Trust was written, establishes an

ordinance regarding the library's governance structure. Ms. Wrenner also wondered why the Trustees would poll the Village residents at the Annual Meeting and Mr. Tyler explained that this would just be regarding the tax districts related to Village taxes.

- f. **\*\*Update on status of public union contract negotiations—Evan Teich**  
This took place during executive session under item 8b.

6. **CONSENT ITEMS**

**RAJ CHAWLA made a motion, and DAN KERIN seconded, that the Trustees approve the Consent agenda, with corrections to the minutes of February 25:**

- a. Adopt Local Emergency Management Plan.
- b. Approve Annual Financial Plan for Town Highways (TA-60)
- c. Approve Certification of Compliance for Town Road and Bridge Standards and Network Inventory
- d. Approve minutes: February 25, 2020
  - Ms. Wrenner suggested that in the first line of item 5b, "MVP" be replaced with "and VP".
- e. Check Warrant #17188—02/28/2020; #17189—03/06/2020
- f. Authorize the Fire Department to apply for a FEMA Grant

**VOTING: 5-0 motion carried.**

7. **READING FILE**

- a. Board Member Comments
  - Mr. Teich explained how the community departments are responding to the COVID-19 virus including putting together cleaning plans, addressing public service concerns, and decisions about staffing. He said they are working on contingency and continuity plans, utilizing guidance from the CDC and VTDOH. Mr. Teich talked about concerns for seniors, the senior van drivers, and the police and fire department staff.
  - Ms. Macy noted that Taxes are due on Monday March 16 and some precautions will be in place due to the increase in foot traffic.
- b. Memo from James Jutras re: Details on Farm soil and Groundwater sampling for PFAS
- c. Email from Andrew Brown re: S.54
- d. Email from Elaine Haney re: Please support H.744 and support the PEG Study Bill
- e. Chittenden County Community Outreach – 2019 report
- f. Memo from Robin Pierce re: Village Center Development
- g. Spring Selectboard Institute and Transparency Essentials trainings
- h. Upcoming meeting schedule

8. **EXECUTIVE SESSION**

- a. **\*An executive may be necessary for the appointment of a public official**
- b. **\*\*An executive session is anticipated for contracts and labor relations agreements with employees**

**ANDREW BROWN made a motion, and DAN KERIN seconded, that the Trustees enter into executive session to discuss the proposed public official appointment(s) in accordance with 1 V.S.A. Section 313(a)(3) and to include the Unified Manager, and the HR Director; and that the Trustees make the specific finding that premature general public knowledge of the Village's position concerning ongoing contract negotiations and labor relations agreements with employees would place the Village at a substantial disadvantage; and that the Trustees enter into executive session to discuss contracts and labor relations agreements with employees**

pursuant to 1 V.S.A. § 313(a)(1)(A) and 1 V.S.A. § 313(a)(1)(B), to include the Unified Manager and HR Director. VOTING: 5-0; motion carried at 7:39 PM.

**ADJOURN**

**ANDREW BROWN** made a motion, and **DAN KERIN** seconded, that the Trustees adjourn the meeting. VOTING: 5-0; motion carried at 8:17 PM

Respectfully Submitted,  
Cathy Ainsworth

03/13/20

Town of Essex / Village of EJ Accounts Payable

01:35 pm

Check Warrant Report # 17190 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01(GENERAL FUND) All check #s 03/13/20 To 03/13/20 & Fund 2

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
07305	03/02/20	AIRGAS USA LLC tip ctng 1-1/4 prpl gp 2	210-43110.610	90.42	27762	03/13/20
		9098864690	SUPPLIES			
04310	02/28/20	APALACHEE MARINE Salt	210-43125.610	2952.90	27765	03/13/20
		531298	WINTER MAINTENANCE			
23635	03/01/20	BAY STATE ELEVATOR COMPAN BUILDING MAINTENANCE	210-41942.021	307.95	27768	03/13/20
		527663	R&M Bldg - Brownell			
00530	02/20/20	BRODART CO BOOKS	210-45551.641	19.94	27771	03/13/20
		B5873046	JUVEN COLLECTION-PRNT & E			
00530	02/20/20	BRODART CO BOOKS	210-45551.610	1.60	27771	03/13/20
		B5873046	SUPPLIES			
00530	02/20/20	BRODART CO BOOKS	210-45551.641	24.82	27771	03/13/20
		B5873060	JUVEN COLLECTION-PRNT & E			
00530	02/20/20	BRODART CO BOOKS	210-45551.610	1.60	27771	03/13/20
		B5873060	SUPPLIES			
00530	02/20/20	BRODART CO BOOKS	210-45551.641	14.24	27771	03/13/20
		B5873061	JUVEN COLLECTION-PRNT & E			
00530	02/20/20	BRODART CO BOOKS	210-45551.610	0.80	27771	03/13/20
		B5873061	SUPPLIES			
00530	02/21/20	BRODART CO BOOKS	210-49346.001	11.48	27771	03/13/20
		B5874398	ADULT COLLECTION-PRINT &			
00530	02/21/20	BRODART CO BOOKS	210-45551.640	338.96	27771	03/13/20
		B5874399	ADULT COLLECTION-PRINT &			
00530	02/21/20	BRODART CO BOOKS	210-45551.610	15.20	27771	03/13/20
		B5874399	SUPPLIES			
00530	02/24/20	BRODART CO BOOKS	210-49345.000	16.45	27771	03/13/20
		B5875247	LIBRARY DONATION EXPENDIT			
00530	02/25/20	BRODART CO BOOKS	210-45551.641	28.48	27771	03/13/20
		B5876098	JUVEN COLLECTION-PRNT & E			
00530	02/25/20	BRODART CO BOOKS	210-45551.610	1.60	27771	03/13/20
		B5876098	SUPPLIES			
00530	02/25/20	BRODART CO BOOKS	210-45551.641	12.74	27771	03/13/20
		B5876099	JUVEN COLLECTION-PRNT & E			
00530	02/25/20	BRODART CO BOOKS	210-45551.610	0.80	27771	03/13/20
		B5876099	SUPPLIES			
00530	02/25/20	BRODART CO BOOKS	210-45551.641	171.37	27771	03/13/20
		B5876102	JUVEN COLLECTION-PRNT & E			
00530	02/25/20	BRODART CO BOOKS	210-45551.610	13.60	27771	03/13/20
		B5876102	SUPPLIES			
00530	02/26/20	BRODART CO BOOKS	210-45551.641	147.12	27771	03/13/20
		B5876963	JUVEN COLLECTION-PRNT & E			
00530	02/26/20	BRODART CO BOOKS	210-45551.610	9.60	27771	03/13/20
		B5876963	SUPPLIES			
00530	02/26/20	BRODART CO BOOKS	210-45551.641	9.71	27771	03/13/20
		B5876964	JUVEN COLLECTION-PRNT & E			
00530	02/26/20	BRODART CO BOOKS	210-45551.610	0.80	27771	03/13/20
		B5876964	SUPPLIES			
00530	02/28/20	BRODART CO BOOKS	210-45551.640	15.12	27771	03/13/20
		B5879049	ADULT COLLECTION-PRINT &			
00530	02/28/20	BRODART CO BOOKS	210-45551.610	0.80	27771	03/13/20
		B5879049	SUPPLIES			

03/13/20  
01:35 pm

Town of Essex / Village of EJ Accounts Payable  
Check Warrant Report # 17190 Current Prior Next FY Invoices For Fund (GENERAL FUND)  
For Check Acct 01(GENERAL FUND) All check #s 03/13/20 To 03/13/20 & Fund 2

Page 2 of 5  
HPackard

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
00530	03/02/20	BOOKS B5880083	210-49345.000 LIBRARY DONATION EXPENDIT	17.00	27771	03/13/20
03000	02/13/20	salt 2905265981	210-43125.610 WINTER MAINTENANCE	2576.37	27773	03/13/20
03000	02/19/20	salt 2905277626	210-43125.610 WINTER MAINTENANCE	5039.70	27773	03/13/20
03000	02/20/20	salt 2905279719	210-43125.610 WINTER MAINTENANCE	1818.85	27773	03/13/20
03000	03/02/20	SALT 2905299488	210-43125.610 WINTER MAINTENANCE	5034.99	27773	03/13/20
V10617	02/14/20	antenna FOR PRINOTH C63975	210-43110.432 R&M Services - Vehicles	94.76	27774	03/13/20
V10617	02/18/20	COUPLER FEMALE prinoth C64339	210-43110.432 R&M Services - Vehicles	182.47	27774	03/13/20
V10617	02/26/20	WIPER ARM Prinoth C65187	210-43110.432 R&M Services - Vehicles	180.48	27774	03/13/20
21210	03/02/20	water cooler /eye wash 5016112198	210-43110.610 SUPPLIES	141.10	27777	03/13/20
21210	03/01/20	WATERBREAK COOLER AGRMENT 9080802143	210-43110.610 SUPPLIES	50.00	27777	03/13/20
25120	03/05/20	Town ClickTime February 309946	210-41510.570 Other Purchased Services	72.00	27778	03/13/20
V9941	02/25/20	PROGRAM SUPPLIES 60430	210-45551.610 SUPPLIES	75.51	27781	03/13/20
V9941	02/25/20	PROGRAM SUPPLIES 60430	210-49345.000 LIBRARY DONATION EXPENDIT	995.00	27781	03/13/20
V9941	02/19/20	COMPUTER REPLACEMENT B8A¥01-80S69	210-45551.677 COMPUTER REPLACEMENT	3013.32	27781	03/13/20
17025	03/11/20	MINUTES 3/5 GOV SUB MEETI 0033	210-41320.530 COMMUNICATIONS	25.41	27783	03/13/20
38280	03/03/20	WATER 177222773320	210-41946.020 Gen Supplies - 2 Lincoln	17.48	27784	03/13/20
25290	03/04/20	BOOKS 7873155	210-45551.640 ADULT COLLECTION-PRINT &	22.61	27789	03/13/20
23215	03/09/20	Roofing safety 107416070001	210-43110.891 CAPITAL OUTLAY	162.90	27791	03/13/20
21760	01/24/20	EPR Credit Card January 0492 120	210-45110.530 COMMUNICATIONS	37.49	27795	03/13/20
21760	01/24/20	EPR Credit Card January 0492 120	210-45110.550 PRINTING & ADVERTISING	20.00	27795	03/13/20
44025	11/12/19	BOOKS 11222019FF	210-49346.001 ADULT COLLECTION-PRINT &	35.00	27797	03/13/20
34895	03/01/20	Rubbish removal Jackson S 1463823	210-43110.565 RUBBISH REMOVAL	96.23	27800	03/13/20
34895	03/01/20	rubbish removal Railroad 1463825	210-43110.565 RUBBISH REMOVAL	440.67	27800	03/13/20
34895	03/01/20	Rubbish removal Beech St 1463958	210-43110.565 RUBBISH REMOVAL	60.00	27800	03/13/20
09375	02/29/20	TECH ACCESS 2/1-2/29 3701867252	210-45551.530 TECHNOLOGY ACCESS	90.00	27801	03/13/20

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## Town of Essex / Village of EJ Accounts Payable

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Check Warrant Report # 17190 Current Prior Next FY Invoices For Fund (GENERAL FUND)

HPackard

For Check Acct 01(GENERAL FUND) All check #s 03/13/20 To 03/13/20 &amp; Fund 2

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
37700	02/26/20	GRAYBAR MEMORIAL PARK LIGHTS 9314798654	210-43117.000 Streetscape Maintenance	80.97	27804	03/13/20
21055	02/29/20	GREEN MOUNTAIN MESSENGER, COURIER 84859	210-45551.536 POSTAGE/DELIVERY	160.00	27805	03/13/20
14910	02/28/20	GROTEN RAPHAEL YOUTH PROGRAM 022820RG	210-49345.000 LIBRARY DONATION EXPENDIT	150.00	27807	03/13/20
V10347	03/02/20	J.C. EHRLICH PEST RODENT MAINTENANCE C 5969944	210-41942.020 R&M Bldg - 2 Lincoln St	105.00	27812	03/13/20
21865	02/17/20	LAFAYETTE HIGHWAY SPECIAL 5 CORNERS SIGN 31414	210-43123.730 Traffic Control	10.50	27814	03/13/20
33195	02/25/20	LIMOGES & SONS GARAGE DOOR service 11 Jackson 67415TE	210-43110.434 MAINT. BUILDINGS/GROUNDS	145.55	27816	03/13/20
25625	03/02/20	LOWE'S - 1080 EJRP Lowe's Supplies 4191080 320	210-45220.610 SUPPLIES	337.96	27817	03/13/20
10110	03/04/20	MCGOVERN MECHANICAL CORP BUILDING MAINTENANCE 1485	210-41942.021 R&M Bldg - Brownell	796.99	27820	03/13/20
V10462	03/10/20	MONAGHAN SAFAR DUCHAM PL Feb 2020 Legal Feb2020	210-41320.320 LEGAL SERVICES	1237.50	27823	03/13/20
V10462	03/10/20	MONAGHAN SAFAR DUCHAM PL Feb 2020 Legal Feb2020	210-41970.320 LEGAL SERVICES	109.50	27823	03/13/20
V10729	01/17/20	OVERDRIVE INC BOOKS 014591014120	210-45551.641 JUVEN COLLECTION-PRNT & E	692.58	27826	03/13/20
V10729	02/01/20	OVERDRIVE INC BOOKS 014591014220	210-45551.641 JUVEN COLLECTION-PRNT & E	150.00	27826	03/13/20
25140	03/06/20	PIKE INDUSTRIES INC Asphalt 1069065	210-43120.610 Summer Const - Supplies	1088.55	27829	03/13/20
23465	02/29/20	PITNEY BOWES, INC. Mailing machine lease 12/ 3310740451	210-41320.442 LEASED SERVICES	381.78	27830	03/13/20
V1816	03/12/20	POSTMASTER BURLINGTON Annual postage permit fee Permit No 67	210-41320.536 POSTAGE	240.00	27831	03/13/20
11345	02/24/20	SANITARY EQUIPMENT CO INC VAC - Clamp 8" powerlock 0132404	210-43110.610 SUPPLIES	133.16	27837	03/13/20
29835	03/03/20	SHERWIN-WILLIAMS supplies 73675	210-43110.610 SUPPLIES	4.99	27839	03/13/20
23855	02/28/20	SOUTHWORTH-MILTON, INC. skid steer stuff INV1876542	210-43110.432 R&M Services - Vehicles	446.98	27840	03/13/20
V2243	03/05/20	TRI-ANGLE METAL FAB supplies 1076005	210-43110.432 R&M Services - Vehicles	382.00	27845	03/13/20
21000	03/11/20	UNIFIRST CORPORATION MAT SERVICE 0361996884	210-41942.020 R&M Bldg - 2 Lincoln St	53.00	27846	03/13/20
36130	02/18/20	VERIZON WIRELESS Jan 19 - Feb 18 shared ce 9848608504	210-41970.535 TELEPHONE SERVICES	40.01	27847	03/13/20
36130	02/18/20	VERIZON WIRELESS Jan 19 - Feb 18 shared ce 9848608504	210-42220.535 TELEPHONE SERVICES	161.28	27847	03/13/20
03875	03/10/20	VT LIBRARY ASSOC ATTN: ME MEMBERSHIP DUES 00120	210-45551.500 TRAINING, CONFERENCES, DU	50.00	27848	03/13/20
12690	02/25/20	WILLIAMSON ELECTRICAL SVC BUILDING MAINTENANCE 3463	210-41942.021 R&M Bldg - Brownell	192.40	27852	03/13/20
V10462	03/10/20	MONAGHAN SAFAR DUCHAM PL Feb 2020 Legal Feb2020	223-46802.004 Road Res-Q	701.00	27823	03/13/20



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HPackard

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
07565	03/04/20	Feb office supplies		225-45122.610	83.35	27850	03/13/20
			C13055273/20	OPERATIONAL SUPP/EXP			
21760	01/24/20	EPR Credit Card January		226-45120.500	1175.00	27795	03/13/20
			0492 120	TRAINING, CONF, DUES			
21760	01/24/20	EPR Credit Card January		226-45121.500	312.70	27795	03/13/20
			0492 120	TRAINING, CONF, DUES			
25625	03/02/20	EJRP Lowe's Supplies		226-45115.610	51.79	27817	03/13/20
			4191080 320	SUPPLIES			
24855	03/12/20	EJRP Petty Cash		226-45120.610	88.00	27828	03/13/20
			031220D	SUPPLIES			
24855	03/12/20	EJRP Petty Cash		226-45120.610	18.50	27828	03/13/20
			031220D	SUPPLIES			
24855	03/12/20	EJRP Petty Cash		226-45120.580	14.00	27828	03/13/20
			031220D	TRAVEL			
24855	03/12/20	EJRP Petty Cash		226-45120.610	28.98	27828	03/13/20
			031220D	SUPPLIES			
24855	03/12/20	EJRP Petty Cash		226-45120.330	122.00	27828	03/13/20
			031220D	OTHER PROFESSIONAL SVCS			
25715	02/26/20	VEJ Lamoille St Reconstru		230-46801.021	2801.94	27788	03/13/20
			198050220	Lamoille Water Line Repl			
V10328	03/05/20	Lamoille St Waterline Pro		230-46801.021	12000.00	27811	03/13/20
			148073A	Lamoille Water Line Repl			
V10462	03/10/20	Feb 2020 Legal		230-46801.008	2380.50	27823	03/13/20
			Feb2020	CRESCENT CONNECTOR			
V10462	03/10/20	Feb 2020 Legal		230-46801.008	1863.69	27823	03/13/20
			Feb2020	CRESCENT CONNECTOR			
23435	02/29/20	Feb 2020 Vill Water		254-43200.412	737.55	27775	03/13/20
			022920D	STATE WATER TAX			
23435	02/29/20	Feb 2020 Vill Water		254-43210.412	4490.15	27775	03/13/20
			022920D	STATE WATER TAX - GF			
23435	02/29/20	Feb 2020 Vill Water		254-43200.411	32894.73	27775	03/13/20
			022920D	CWD WATER PURCHASE			
23435	02/29/20	Feb 2020 Vill Water		254-43210.411	200260.69	27775	03/13/20
			022920D	CWD WATER PURC - GF			
31275	03/06/20	Water break service main		254-43200.430	2409.50	27787	03/13/20
			21932	WATER LINES MAINT-BREAKS			
25715	02/26/20	VEJ Lamoille St Reconstru		254-43330.009	1380.06	27788	03/13/20
			198050220	Lamoille St Water Line			
23215	03/06/20	supplies		254-43200.610	141.97	27791	03/13/20
			107414660001	SUPPLIES			
V10328	03/05/20	Lamoille St Waterline Pro		254-43330.009	6000.00	27811	03/13/20
			148073A	Lamoille St Water Line			
03070	01/31/20	Jan Vill bills		254-43200.536	330.67	27822	03/13/20
			51395	POSTAGE			
11345	02/24/20	VAC - Clamp 8" powerlock		254-43200.610	22.19	27837	03/13/20
			0132404	SUPPLIES			
V9624	02/29/20	Stock Valve Plug Replacem		255-43200.570	1895.00	27786	03/13/20
			RPI/66003481	MAINTENANCE OTHER			
V10734	02/19/20	Feb 2020 Monthly Payment		255-43200.622	2969.11	27790	03/13/20
			2002-WWTP	ELECTRICAL SERVICE			

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Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
38955	F W WEBB COMPANY	03/04/20 supplies	255-43330.012	40.29	27792	03/13/20
		66588274	ALKALINITY CNTRL INSTALLA			
38955	F W WEBB COMPANY	03/04/20 1/2 inch Pipe	255-43330.012	6.20	27792	03/13/20
		66595015	ALKALINITY CNTRL INSTALLA			
38955	F W WEBB COMPANY	03/05/20 General supplies	255-43200.570	81.77	27792	03/13/20
		66621209	MAINTENANCE OTHER			
V10462	MONAGHAN SAFAR DUCHAM PL	03/10/20 Feb 2020 Legal	255-43200.320	445.50	27823	03/13/20
		Feb2020	LEGAL SERVICES			
28005	RUSSELL SUPPLY	03/04/20 drl bit	255-43330.012	7.80	27835	03/13/20
		139354	ALKALINITY CNTRL INSTALLA			
25480	SAC FASTENER COMPANY	03/04/20 drill and hardware	255-43330.012	32.46	27836	03/13/20
		48996	ALKALINITY CNTRL INSTALLA			
11345	SANITARY EQUIPMENT CO INC	02/24/20 VAC - Clamp 8" powerlock	255-43200.610	22.19	27837	03/13/20
		0132404	SUPPLIES			
V2124	STAPLES ADVANTAGE	03/07/20 general supply assortment	255-43200.610	130.90	27842	03/13/20
		3441634153	SUPPLIES			
V2159	SURPASS CHEMICAL CO INC	03/04/20 3294 Sod Hydroxide	255-43200.619	7951.72	27843	03/13/20
		343720	CHEMICALS			
36130	VERIZON WIRELESS	02/18/20 Jan 19 - Feb 18 shared ce	255-43200.535	168.06	27847	03/13/20
		9848608504	TELEPHONE SERVICES			
23215	ESSEX EQUIPMENT INC	03/05/20 uniform	256-43200.612	83.27	27791	03/13/20
		107413960001	UNIFORMS,BOOTS,ETC			
V9454	LENNY'S SHOE & APP	02/28/20 clothing	256-43200.612	407.00	27815	03/13/20
		3300198	UNIFORMS,BOOTS,ETC			
03070	MINUTEMAN PRESS	01/31/20 Jan Vill bills	256-43200.536	661.34	27822	03/13/20
		51395	POSTAGE			
11345	SANITARY EQUIPMENT CO INC	02/24/20 VAC - Clamp 8" powerlock	256-43200.610	266.34	27837	03/13/20
		0132404	SUPPLIES			
Report Total				317136.05		

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## Memorandum

**To:** Village Trustees; Evan Teich, Unified Manager  
**From:** Tom Yandow, Facilities Manager  
**Re:** Capital Projects for Village Buildings  
**Date:** March 20, 2020

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### Issue:

Capital Project List for the Village of Essex Buildings that need some thought and how are we going to fund these projects.

### Discussion:

**2 Lincoln Street:** I was asked by the CHIPs center to look into the possibility of adding an oven to their space for teaching purposes and they also asked me about putting in some sort of handicap access to their space. In reviewing all of the electrical panels in the basement, there are no more circuit breakers left in any of the panels to add the 50 amp breaker for the oven. Which then there is no electrical capacity to add the handicap access device. In reviewing the electrical distribution with an Electrical Engineer, they noticed that what was done back years ago, some of it is now not code compliant and we found that the existing electrical service for 2 Lincoln Street and the Village Fire Department share the same meter. As in both buildings run off from the same electrical meter. So to increase power for 2 Lincoln Street, we are going to give the fire department their own electrical meter, upgrade their electrical panels, upgrade the distribution, provide more power for 2 Lincoln Street and bring the electrical distribution service up to code. Refer to code Letter by John Alden of Scott & Partners about handicap accessibility. Lastly for this building, we need to insulate the attic space to stop with the heavy icicles that occur on this building every winter. The icicles mean that heat is escaping from the building and we are wasting energy and possibly damaging the roof and soffits of the building.

**Brownell Library:** I was asked by Wendy Hysko to look into the roof over the first and second additions of the Library that were completed in 1970 and 2002. She has been seeing signs that the roof is starting to see its age – which would be 50 years old, and she thought that the tiles on the first addition were asbestos. In testing the tiles, they were found to be 30% asbestos containing material, as tested by Claypoint Associates. We are developing a set of documents for contractors to bid on that would remove the asbestos tiles, and reroof with new 30 to 40 year asphalt shingles over the first and second additions of the Library, and repairing the slate tiles on the original building.

**Park Street School:** I was asked by Harlan Smith to evaluate the brick front wall around the main door and the slate roof, from comments of the playschool people. When viewing the front wall around the main entrance, the brick is deteriorating due to age and salt use. We have the same problem with the Town of Essex Library. The roof needs some slate repair before it gets too bad. As in each year, from the snow load – slate will get loose and fall off. We just need to replace these to keep the roof in good repair, before we need to replace all of the slate tiles.

**Maple Street Park Office Building:** Harlan Smith has told me that the roof on that building is about 25 years old, and is starting to show its age from some drip spots inside and tearing of the asphalt shingles from the snow load on the roof. There are a few things that Harlan would like to do with the roof to help some of the roof lines to be less steep and not as steep of pitches. As in he would like to add a second floor to the building and make the front roof pitch even all the way through; as in from top to bottom.

**Village Fire Department and the Village Public Works Buildings:** These buildings are part of the building assessment project along with buildings in the Town. The figures given in the spreadsheet are my budgets for how much it will cost for new buildings, depending on how big, and how we fit them out. Only budgets at this time.

**Cost:**

Refer to the Excel Spreadsheet attached to this memo. The figures given are split into minimum and maximum budget amounts at this time.

**Recommendation:**

In order of priorities; we recommend the electrical distribution project to move forward this summer, so that we can move forward with the handicap accessibility project for 2 Lincoln Street. The oven project for the CHIPs space can wait for another year after (2021). Insulating the attic, could be designed this summer and implemented the winter of 2021 when insulating contractors are slower. We will receive money back from Efficiency Vermont and/or Vermont Gas to do this project. Without designing it, we do not know rebate or construction costs yet.

We recommend that the Park Street School repairs move forward this summer. If we do not do repairs this summer, then the brickwork will continue to deteriorate to a point where it is going to interfere with the structural integrity of the building. Also with the roof, we need to keep up on repairs, so that the roof stays structurally sound as long as we can.

At worst case, Brownell Library Reroofing project could be split into two to three projects starting next summer (2021). The roof is in fair to decent shape, but we do need to start thinking about when we are going to replace the roof over the first and second additions. Along with the slate repair on the original portion of the building.

Maple Street Park Office Building roof can also start next summer or the following summer (2021 or 2022). The roof is in decent shape for now, but we should start putting a plan together as to how are we going to fit in offices on a second floor if they so do choose to add them.

Village Fire Department and Village Public Works Buildings are part of the bigger grand building list of Buildings to be replaced. But the Village Public Works Building should be replaced before the Village Fire Department, since the Village Public Works Building is older and maintenance is at a minimum than the Fire Department Building.

**Capital Budget Buildings Overview:**

		<b>Estimated Amount</b> (Minimum)	<b>Estimated Amount</b> (Maximum)
<b>2 Lincoln Street</b>	Building Electrical System - Bring that up to code and build in for the future of an ADA compliant lift for the Chips program.	\$40,000	\$75,000
	An ADA compliant chair lift for the CHIPs Program	\$30,000	\$65,000
	Putting in an oven in the CHIPs program	\$4,000	\$8,000
	Insulate Attic	\$20,000	\$45,000
<b>Village Fire Dept</b>	New station	\$4,000,000 (on current site)	\$7,000,000 (off site location)
<b>Brownell Library</b>	New Roof - First & Second additions	\$150,000	\$250,000
<b>Park Street School</b>	Repair brickwork	\$10,000	\$20,000
	Repair slate roof	\$10,000	\$25,000
<b>Village Public Works</b>	New main maintenance bldg	\$2,000,000	\$6,000,000
<b>Maple Street Park Office &amp; Maintenance Buildings</b>	New roof over the main office Bldg	\$50,000	\$120,000
<b>Waste Water Treatment Plant</b>			
	<b>SubTotal =</b>	<b>\$6,314,000</b> (Minimum)	<b>\$13,608,000</b> (Maximum)

March 19, 2020

Mr. Tom Yandow  
Facilities Manager  
Town of Essex/Village of Essex Junction  
81 Main Street  
Essex Junction, VT 05452

**RE: 2 Lincoln Hall  
ADA/VT Accessibility requirements to upper level spaces**

Dear Tom,

At your request, we have examined the state and federal accessibility requirements as they relate to the upper level access of historic Lincoln Hall. The Federal ADA rules apply to the entire country. In addition, Vermont has its own Access Rules which include some overlays of the ADA rules. Since the federal ADA regulations went into effect in 1991, there has been an obligation for Public entities to provide "program accessibility" or access to goods and services normally provided by any given program. While existing buildings were given a few years to make reasonable accommodations without modifying the building physically (such as offering meeting space on the ground floor instead of installing elevators to upper floors), the intent and ongoing obligation is to provide full accessibility to spaces where the goods and services are normally delivered to non-disabled persons.




In this case, since there are unique spaces ("Primary Function Areas" in the accessibility code) on the upper level that cannot be recreated in accessible locations on the ground floor, program accessibility would not be considered in compliance. Therefore, the Village as a public entity is potentially exposed to a discrimination complaint or civil action. As such, the Village could be forced to make adjustments to how the program is operated or services delivered including finding a new venue for all activity that is inaccessible now, or making changes to the existing building to create accessibility to the primary function areas, i.e. getting people up to the second floor.

If so, looking at the rules for achieving accessibility between levels. Permitted options, in order of cost from lowest to highest include ramps (not really practical), platform lifts (12'-0" maximum floor to floor height), LULAs and elevators. The Vermont code also allows inclined "stair-climbers", but only in residential settings or private clubs. It could be possible to seek a variance to use one of these, but we don't believe you would be successful in that effort. The platform lifts are rather light-duty and appear to need a variance to be installed with over a 6' change in elevation. Our recommendation would be to look at LULA (limited use – limited access) or a full elevator.



# MEETING SCHEDULES

03/20/2020

TOWN SELECTBOARD MEETINGS 	VILLAGE TRUSTEES MEETINGS 	JOINT MEETINGS 
March 24, 2020—6:30 PM	VB Regular <i>new location: 81 Main St.</i>	
March 24, 2020—7:15 PM	JT Special, <del>2 Lincoln</del> <i>new location: 81 Main St.</i>	
April 1, 2020—7:00 PM*	Essex Junction Community Supper at 6:00; Annual Meeting at 7:00	
April 6, 2020—7:00 PM	SB Regular	
April 6, 2020—7:45 PM	JT Special, 81 Main	
April 14, 2020—7:00 AM to 7:00 PM*	Essex Junction Voting	
April 14, 2020—6:30 PM	VB Regular, <i>new location: 81 Main St.</i>	

\*to be discussed at 3/24/2020 Village Trustees meeting



# March 2020

SB = Town Selectboard  
 VB = Village Board of Trustees  
 JT = Joint Meeting of SB and VB



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Town Community Dinner 6:30 PM Annual Mtg 7:30 PM	3 Town Voting 7:00 AM to 7:00 PM	4	5 JT Governance Sub 7:00 PM, 2 Lincoln St.	6	7
8	9	10 VB Regular 6:30 PM	11	12	13	14
15	16 SB Regular 7:00 PM	17	18	19	20	21
22	23	24 VB Regular 6:30 PM JT Special 7:15 PM	25	26 JT Governance Sub 7:00 PM, 2 Lincoln St.	27	28 Merger Discussion 75 Maple St. 2:00 PM to 4:00 PM
29	30	31	1	2	3	4
5	6	Notes				