

TOWN OF ESSEX
CERTIFICATE OF OCCUPANCY APPLICATION

DATE OF REQUEST: 11-22-10 FEE: \$85.00 PA (includes recording)

MAP/PARCEL/LOT: 72,4-3 2072004003 NO. 2010-146

The undersigned herewith requests an inspection of the premises and the issuance of "Certificate of Occupancy" of premises, or portion thereof, for use or habitation.

This request is for use only of existing land or buildings.

This request is for new construction or rehabilitated or altered structure which was done under authority of zoning permit # 146-2010

issued to 3 Oliver Wight Dr. LLC. on 9/29/10

Premises are at 3 Oliver Wight Dr.

Water service installation inspected and approved by existing / town

Driveway location inspected and approved by existing

Sanitary sewer connection or septic system inspected and approved by:

Name: Trudell Engineers Inc Date: 10-12-10

Construction was begun Oct, 20 10 and completed Nov 21, 20 10

Approval granted by (P.C.) or Z.B.A. on July 22, 20 10.

Use of premises intended commercial / daycare
(type of use)

Applicant's Signature: [Signature] Telephone: 879-9955 Cell: 373-0389

By issuance of this Occupancy Permit, the Town of Essex Zoning Administrator hereby acknowledges that the use and/or building construction is in complete conformity with the Zoning Regulations, unless otherwise noted. Field measurements and similar dimensions for setbacks are based in part on evidence supplied by owner. The Town of Essex is not liable for errors or mistakes when it is found that information submitted by the applicant is erroneous or inaccurate.

Certificate of Occupancy has been approved with without conditions.

If with conditions, see attachment outlining same. Other side.

Certificate of Occupancy denied _____. Please see attachment with reasons for denial.

11/29/10
Date

[Signature]
Zoning Administrator

OVER →

11/18/10

To The Town Of Essex:

This letter is to certify that a payment plan was agreed upon at the Select Board hearing. The payment of \$1,071.75 is due up front and then (12) monthly payment of \$178.63 totaling \$3,215.31 paid for water allocation. This agreement is between Hand In Hand Creative Learning Center Inc. and the Town of Essex.

SIGNED:

Jennifer Catella

PRINT:

Jennifer Catella

Chittenden County
Notary Public

Lina Waeter

Comm exp: 2/10/11

License to Operate an Early Childhood Program

Granted to: Hand In Hand Creative Learning Center Certificate #: 44638
Inc.
Essex, Vermont

Doing business as: Hand In Hand Creative Learning Center
Inc.

Only on the premises hereinafter described, in accordance with Title 33, Vermont Statutes Annotated, as amended, Section 3502, 4902, 306 and Executive Order #2, January 14, 1977

Location: 3 Oliver Wight Drive
Essex, Vermont

Operating Profile:

Capacity: 97
Hours of Days: 6:45 AM - 5:45 PM
Age: 6 weeks - 12 years
Days of the Week: Monday - Friday

Terms:

1. Only 90 toilet using children shall be in care at the same time due to the facility having only 6 toilets.

Conditions:

Deputy Commissioner, Reeva Murphy
Department For Children and Families, Child Development Division
Dated Monday November 29, 2010 at Waterbury, Washington County, and State of Vermont.
EXPIRES 12/03/2011 UNLESS SOONER REVOKED OR SUSPENDED.

139 some local wood that would be almost as durable. Mr. Lutz agreed and reported that the plan had
140 already been changed to use recycled wood.

141

142 **LINDA MYERS MOVED AND IRENE WRENNER SECONDED A MOTION THAT THE**
143 **SELECTBOARD APPROVE THE GRANT APPLICATION WITH ANY ADDED**
144 **COMMENTS OCCURRING AS A RESULT OF THE PUBLIC MEETING. THE MOTION**
145 **PASSED 5-0.**

146

147 **BUSINESS**

148

149 **Interview- Memorial Hall Committee-Pat Scheidel**

150

151 Mr. Levy welcomed Ms. Karin Hammer, who was interested in an open seat on the Memorial Hall
152 Committee, and he asked her to explain more about her background. Ms. Hammer had been
153 involved with the Essex Community Players for the Diary of Anne Frank and on its Board of
154 Directors for two terms. She recently directed Tuesdays with Morrie, had a long background in
155 university and academic theatre and was the Executive Producer for Georgetown University's
156 Theatre Mask and Bauble. Ms. Myers stated that she was impressed with Ms. Hammer's letter of
157 interest, particularly about how Ms. Hammer had participated in grant writing, including strategic
158 partnerships and planning. Ms. Myers appreciated this skill, as it would benefit Memorial Hall.

159

160 Mr. Levy thanked Ms. Hammer for her interest and explained that the members would discuss the
161 issue during Executive Session and would make a determination out of Executive Session. A
162 member of the staff would contact her the next day about the Board's decision.

163

164 **Execution of VTRANS Maintenance Agreement-Dennis Lutz**

165

166 Mr. Lutz introduced the issue of whether or not the SB would sign the attached Maintenance
167 Agreement with the VTRANS, associated with work completed by VTRANS, at the VT
168 15/VT128/Towers Road intersection in a prior year. He clarified for Mr. Levy that this was standard
169 paperwork for the State.

170

171 **IRENE WRENNER MOVED AND LINDA MYERS SECONDED A MOTION THAT THE**
172 **SELECTBOARD SIGN THE VTRANS MAINTENANCE AGREEMENT AS PER THE**
173 **ATTACHED DOCUMENTATION TO THE MEMORANDUM DATED JUNE 25, 2010**
174 **FROM DENNIS LUTZ TO THE TOWN MANAGER AND THE SELECTBOARD. THE**
175 **MOTION PASSED 5-0.**

176

177 **Request from Jennifer Catella, Hand in Hand, Inc., for Water Payment Plan and Waiver of**
178 **Traffic Impact Fee-Trevor Lashua**

179

180 Mr. Lashua introduced Ms. Jennifer Catella and her engineer, Mr. John Pitrowiski. Mr. Lashua
181 introduced the issue of whether or not to authorize the creation of a payment installment plan for
182 water connection fees for Hand in Hand, Inc. and to waive a traffic impact fee to be paid by Hand in
183 Hand, Inc. He pointed out that payment plans were designed to be the exception, not the rule and
184 that "hardship" was not defined in the ordinance. If the members approved a payment plan more

185 than 12 months, the recommendation of the staff was to include a monthly interest charge to cover
186 the administrative fees associated with the necessary oversight of the account. Delinquent taxes and
187 utility bills were charged interest at 1% per month (12% for the year), and a similar monthly rate
188 would be encouraged. With regards to the traffic impact fee, Mr. Lashua reported that traditionally,
189 the SB had not waived these fees and that the staff did not recommend waiving impact fees. The
190 aim of impact fees was to ensure that the new users of infrastructure bore a proportionate share of
191 its installation, maintenance and replacement costs. The \$4,320 impact fee for this project
192 represented 3.6% of the \$120,000 in estimated intersection upgrade costs.

193
194 Mr. Levy asked Mr. Pitrowiski to explain the hardship with this issue. Mr. Pitrowiski explained that
195 the hardship was related to the very hard economy and the fact that Ms. Catella was taking on a very
196 big project. Ms. Catella currently ran a daycare in Essex, and the plan was to purchase the Girl
197 Scout building and open up a new daycare with a capacity to hold 150 students. As a result, she
198 would lose some clients initially with the transition of moving from one location to another
199 location. He explained that there were a lot of costs associated with making this project viable, such
200 as purchasing the building, renovating the building, bringing the building up to State standards for a
201 childcare center, etc., and if the SB was amendable to a one-year payment plan, it would relieve
202 some of the pressure for Ms. Catella.

203
204 With regards to the Traffic impact fee, Mr. Pitrowiski explained the background to the full traffic
205 study that determined the amount of \$4,320. He explained that he had been the original engineer in
206 1986 for the Girl Scout Council, which was approved for the base traffic in addition to 65 guests per
207 week and special events up to 200 people. As a result, Mr. Pitrowiski, in trying to calculate the net
208 increase and that extra peak use, calculated a figure of \$1,380 for a traffic impact fee, which did not
209 include the 200 special event factor.

210
211 Mr. Lutz commented that these numbers were subject to a lot of judgment from the users and that
212 certain portions were difficult to determine since the building was an existing building. He felt that
213 with a daycare most people dropped off and picked up around the same time, which was different
214 than the Girl Scouts. He felt that the issue was what was fair based on the change of use for the
215 building. He recommended a traffic impact fee because there would be traffic impact associated
216 with that change of use. He felt that the fee could be as low as \$1,380 or as high as \$4,320. He
217 stated that he was comfortable with the lower figure, but that if the Board were to assess the lower
218 traffic impact fee, it should be paid up front in one sum. Mr. Pitrowishi stated that if the SB was
219 willing to accept \$1,380 as the traffic impact fee, Ms. Catella was willing to pay that amount up
220 front.

221
222 With regards to the water connection fee, Mr. Fisher confirmed for Ms. Myers that the
223 administration for the payment plan was not time consuming if payments were made on time and
224 that the Town had approved payment plans in the past. Mr. Levy was concerned that anyone could
225 come before the Town to ask for a payment plan so he wanted to make sure that there was some
226 check and balance with this process. Mr. Fisher confirmed with Mr. Levy that the vast majority of
227 business owners paid in one lump sum. Mr. Levy suggested putting a 1% late charge on the
228 remaining balance as a deterrence for delinquent payments. Ms. Myers thought this was a good idea,
229 but that it should be a separate policy rather than attaching it to this instance.

230

231 **LINDA MYERS MOVED AND IRENE WRENNER SECONDED A MOTION THAT THE**
232 **SELECTBOARD OFFER MS. CATELLA THE OPTION OF A PAYMENT PLAN, ONE**
233 **THIRD DUE BEFORE THE ISSUANCE OF ANY PERMITS, TOTALING \$1,071.75 AND**
234 **MONTHLY INSTALLMENTS, SPREAD ACROSS 12 MONTHS, TOTALING \$178.63 PER**
235 **MONTH.**

236

237 Mr. Lashua confirmed for Mr. Levy that the staff's recommendation was that if the Board was
238 inclined to approve the payment plan, it should include a monthly interest charge to cover the
239 administrative fees associated with the necessary oversight of the account. Mr. Lashua reported that
240 there was an interest charged for delinquent water bills. Mr. Fisher suggested that if payments were
241 late beyond a year in this instance, it could be written in the agreement that Ms. Catella would be
242 charged a rate of interest. Mr. Fisher confirmed for Mr. Rogerson that it was possible to add a
243 section in the agreement that in the event of delinquent payments, a mechanics lien could
244 automatically be placed on the property. Mr. Rogerson recommended this addition to the agreement
245 so that the Town had some means of recourse in the event of delinquent payments. He also was in
246 favor of Mr. Levy's idea but agreed with Ms. Myers not to attach a late fee to this instance, but to
247 make it a policy change.

248

249 Mr. Post asked Ms. Catella how the economy was affecting her business. Ms. Catella replied that it
250 was not affecting her business in a negative way at the present time because Hand in Hand was one
251 of the larger centers in Essex. She explained that her lease was expiring, which was forcing them to
252 relocate to the other side of Town. As a result of this move, she would be losing about 5 to 8
253 families who were not going to travel further into Essex. Ms. Catella agreed with Mr. Post that it
254 was largely the relocation that would affect her potential business.

255

256 **THE MOTION PASSED 5-0.**

257

258 There were no more comments regarding the traffic impact fee issue.

259

260 **LINDA MYERS MOVED AND IRENE WRENNER SECONDED A MOTION THAT THE**
261 **SELECTBOARD REQUIRE THE APPLICANT TO PAY THE REVISED TRAFFIC**
262 **IMPACT FEE OF \$1,380.00 IN TOTAL.**

263

264 Mr. Lashua clarified for Mr. Post that the applicant would pay the fee before the issuance of any
265 permits.

266

267 **THE MOTION PASSED 5-0.**

268

269 **Discussion Regarding Open Burning-Max Levy**

270

271 Mr. Lashua introduced the issue. Three items from the discussion offered the potential for
272 strengthening the enforcement provision of the burn ordinance without changing the traditional
273 open burning construct in Essex. The three items are:

274

1) Substantially increasing the fines for the waiver penalty and violations;

275

2) Inserting language that allows the fire chief to cease the issuance of burn permits to repeat violators of the ordinance;

276