

Waterford Selectmen's Meeting
Monday, November 13, 2017
Town Clerk's Office

Attendees:

Selectmen: Fred Saar, Brent Beck, Gary Allard

Road Foreman: Lisle Houghton

Town Clerk: Jessy Pelow

Assistant Clerk: Steve Eddy

Citizens: Kevin Gillander, Marcia Martel, Howard Remick, Mike Keach, Dave Morrison, Bernard Willey, Charlie Lawrence, Michelle Magoon, Virginia Allen, Andrea Dinneen, Michael Allen, Steffanie Lemieux, Norman Patenaude, Jim Manley, Darrell Mathews, Paul Bellefeuille, Josh Fenoff, Paul Grime, Duby Thompson, Rich Plonski, Gerard Gingue, Steven Adler

Opening: Gary opened the Selectmen's meeting at 7:30 p.m. Brent made the motion to approve the minutes for October 9th. Fred seconded the motion. All approved. The Selectmen signed the minutes and orders.

Modification of Agenda: Jessy added Town Office Phone under new business and Driveway Permit from Sergio Iancu under highway.

The Selectboard moved the draft of the noise ordinance and the overweight truck permit revisit to the top of the agenda.

Fred Saar recused himself from the meeting during discussion of the draft noise ordinance as well as the overweight truck permit.

Citizens' Concerns:

Draft Noise Ordinance: Many residents were present to comment and hear discussion on the draft noise ordinance.

Paul Grime, owner of Grime Nursery & Landscaping asked the Selectboard what the purpose of this noise ordinance was. The Selectboard explained that this draft noise ordinance is a possible answer to the incident that happened in July from the protestors of the racetrack event. Paul Grime then asked Why the whole town had to be subjected to such a demanding noise ordinance because of one loud incident.

Virginia Allen commented that instead of having such a noise ordinance, address residents case by case.

Dubois Thompson suggested that perhaps instead of such a demanding noise ordinance correct it to define certain items that are not allowed.

The Selectboard acknowledged all comment regarding the Draft Noise Ordinance and recognized those residents who came to the meeting to provide feedback.

Brent made the motion to withdraw the noise ordinance. Gary seconded the motion. All approved.

Overweight Truck Permit Revisit: Steve Adler addressed the revised overweight truck permit that the Selectboard adopted on October 9th. He commented that under federal regulations one cannot prohibit the use of jake brakes.

The Selectboard acknowledged that the weight limitations were incorrect and that those would be corrected to the previous weight limits on the May overweight permit.

Brent made the motion to rescind the October 9th overweight truck permit and reaffirm the previous May 31st overweight truck permit. Gary seconded. All approved.

Listers Proposal for re-appraisal: The Listers presented to the Selectboard a copy of a request for proposal for a town-wide reappraisal. This proposal will be sent out to 15 different companies for their consideration.

FEMA Projects Update: All FEMA projects have been completed and Jessy is working on submitting all paperwork.

Cemetery Sign Update: Cemetery signs have been installed.

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Daniels Farm Driveway Culvert Update: Bill has been sent to Peter Christopher for the price of the culvert that the highway crew installed.

Tax Map Update: Nothing currently.

Green Up Update: The Waterford 8th grade class and parents will be running Green Up day this 2018 year. The Selectboard will be in touch with Danielle Limoges who coordinated it last year.

Town Office Direction: Fred contacted Black River Design who provided an estimate. (See attached) The Selectboard agreed that they would like Black River to not exceed more than \$5,000 for reviewing & developing the town office floor plans.

Brent made the motion for Black River Design to review & develop the town office plan and not to exceed \$5,000. Gary seconded the motion. All approved.

Kalte Kive School Fund: Heather Gonyaw contacted Kelly Brooks, the principal at Waterford School, and together they feel that the money donated by the Selectboard be put towards repairs that need to be made to the playground equipment or replacement of basketball hoops on the basketball court. The Selectboard will contact Kevin Colby to see what should be replaced.

Fred made the motion to close out the Kalte Kive account and to use those funds (just over \$1,241) to purchase whatever outdoor playground equipment they can get with that money for the Waterford School. Gary seconded the motion. All approved.

Recycling Update: Dave Morrison made the comment that there have been mixed recyclables in the green dumpster. Gary also said that he has activity in that area after hours. The Selectboard will gather information on the cost and what it would take to fence in the whole perimeter of the recycling/dump/town garage building.

Dana Young Construction Recycling Door Estimate: No decision was made. Moved to the December agenda.

Dimick Taxes: The State of VT made an error on Jesse & Erin Dimicks taxes by applying the incorrect span #. In the process of doing this, the wrong homestead was applied. The notice that the State sent to the Dimicks for submission of their homestead was not correct. Joanne & Jessy asked the Selectboard to consider this error and see if the penalty that the Dimicks have for "late filing" can be eliminated. The Selectboard agreed to cover the penalty for the Dimicks due to the State of VT error. Fred will compile the information and contact the State of VT.

Sheriff Contract: The sheriff contract was signed.

Other:

Gary contacted MillTel, a telephone system company, and asked them to contact the town office to discuss phone options.

Executive Session: The Selectboard went into executive session at 8:55pm. Came out of executive session at 9:02pm. Discussion was made regarding dump and pricing. Fred will have a sign with trash prices made for the dump.

Fred made the motion to purchase a dump sign with the trash prices and add that a truck load of trash will be \$40. Brent seconded the motion. All approved.

Adjourn: Brent made the motion to adjourn. Fred seconded the motion. All approved. The meeting adjourned at 9:15pm.

Approved:

Date:

Jessy Pelow

Town Clerk



COPY
JESSY / STEVE

07 November 2017

UP TO 5K

Waterford Selectboard
PO Box 56
Lower Waterford, VT 05848-0056

Re: A/E Design Services for the Fit-up / Feasibility Study of Town Office space

Dear Fred and fellow Selectboard members,

It was nice hearing about the progress of future planning the town is considering. It looks to be a fun and challenging task, with lots of possibilities. You seem to have spent a bit of time thinking through all your needs and how you might accomplish them. We're happy to be of assistance. Based on our brief conversation, Black River Design, Architects (BRD) of Montpelier, Vermont is happy to provide the following proposal for Architectural Services for your project. The following information represents Black River Design Architect's basic understanding of the Town's needs, and outlines our services and fees. This document will serve as a *Letter of Intent* for Black River Design Architects to begin work and serve as the contractual agreement between the Town of Waterford and architect.

PROJECT UNDERSTANDING & GENERAL ASSUMPTIONS:

Black River Design understands the project to primarily be reviewing and further developing a program of space needs based on current and future needs. We would then generate a few design options of how the spaces could be laid out. This step would require guidance from you, the Selectboard, as the layout would need to consider the space available. Whether we are considering a NEW building, addition or even an existing space, that is available, would have an impact the design. Finally, when a design option is selected, a third party could provide a preliminary cost estimate, i.e. a local contractor (any fees not included in BRD's proposal), or a cost estimator that we work with frequently (cost provided in breakdown, if selected).

PROPOSED SCOPE OF SERVICES:

The Black River Design team will provide architectural services necessary to accomplish the above described project. Services will include:

- Developed Program of Space Needs (available electronic in Excel if requested)
- Preliminary schematic floor plan responding to the program and direction given by Selectboard
 - o Includes initial round of 2-3 options
 - o Final option from one of the initial 2-3 options or a combination.
- Design would consider applicable local and State codes.
- Design to VT Commercial Energy Code (minimum).
- (3) meetings w/Selectboard spread throughout process (@ 2 hrs each, + 2 hrs travel time/mtg = 12 hrs)

Deliverables

BRD will provide Feasibility Services including:

- Review of existing Town Office space(s) to identify user needs, required adjacencies, space requirements and any other critical components.
- Program of Space Needs
 - o Table including all areas deemed necessary and appropriate with square footages for planning purposes.
 - o Preliminary Code analysis
- Minimum of (2) initial Plan concepts for review with Selectboard
- One final chosen/developed plan concept and elevations if deemed appropriate.
- Preliminary Cost Estimate based on schematic design option and agreed upon assumptions for level of construction

ADDITIONAL SERVICES:

If the project were to increase dramatically in scope (i.e. grow in complexity, require significant redesign, etc.) a proposal to cover the additional work, once identified and agreed upon, will be provided. We can establish a not-to-exceed cost for the additional services or bill hourly. It is our intention to provide additional services, should any be required, at a cost that covers our added expenses. Black River Design can provide or arrange for the following additional services at the Owner's request.

- Additional Meetings
- Site Visit to field measure existing conditions (*estimate 2 staff, one 8-hr day*) in the event of an existing space should present itself.
- Input of existing conditions into CAD for development of design options (optional and recommend providing on an hourly basis or if desired a lump sum not to exceed price)
- Additional rounds of design options
- Evaluation of any existing structures by P.E.

PROPOSED FEES:

We are proposing to provide these services for an hourly fee not to exceed \$6,300. The reimbursable expenses are estimated not to exceed \$200 (see below).

Black River Design, Architects	\$5,800
Cost Estimate	<u>\$500</u>
Total Fee:	\$6,300

Reimbursable Expenses

Black River Design is willing to establish a cap on reimbursable expenses. We charge customary architectural reimbursable expenses including in-house printing and copying, postage, phone, and mileage expenses at the federal rate and are rebilled to the client at cost, as they are incurred.

- Mileage: Rate: \$0.535/mile (or current IRS rate)
- Postage: At cost
- In-house Reproductions:
 - Color copies/printing: \$0.40 per sheet
 - B&W copies/printing: \$0.07 per sheet
 - Full size drawing printing: \$0.40 per sq. ft.
- Phone: \$6.00 per/month
- Reproductions of Presentation Documents: At cost

Payment Schedule

Compensation to the Architect for architectural services included as part of this proposal shall be as stated below above. Payment shall be monthly. Payments are due and payable thirty (30) days from the date of the Architect's invoice. If amounts are unpaid sixty (60) days after the invoice date, architectural/engineering services may be suspended and shall bear interest at one percent (1%) per month, per the Vermont Prompt Payment Act.

Hourly Rates (Black River Design, Architects)

Partner \$130.00/hr.
Project Manager/Draftsperson..... \$80.00/hr.

PROPOSED DESIGN TEAM:

At this time, we are proposing the following team members for your project:

Mark Montminy Partner-in-Charge
Jesse Remick PM/Draftsperson

INDEMNIFICATION

In consideration to the Consultant (BRD) for providing professional services the Client agrees to the fullest extent permitted by law to indemnify and hold harmless the Consultant against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of, or resulting from the Consultant's services, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of the Consultant.

In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services.

SCHEDULE:

We are prepared to begin work immediately upon execution of this agreement.

Thank you for selecting us to help you determine your next steps. We sincerely appreciate the opportunity and look forward to working with you.

Offered by (Architect)

Accepted by (Client)

Signature Date

Signature Date

Mark Montminy, Partner

Printed Name and Title
Black River Design, Architects

Printed Name and Title

(Architect)

(Client)