



TRUSTEES MEETING NOTICE & AGENDA
TUESDAY, FEBRUARY 12, 2013 at 6:00 PM
LINCOLN HALL MEETING ROOM, 2 LINCOLN STREET

1. **INTERVIEW CANDIDATE FOR LIBRARY TRUSTEE** [6:00 PM]
 - a. Letter of Interest from Daisy Benson
2. **CALL TO ORDER/PLEDGE OF ALLEGIANCE TO FLAG** [6:30 PM]
3. **AGENDA ADDITIONS/CHANGES** [6:30 PM]
4. **GUESTS and PRESENTATIONS** [6:35 PM]
 - a. Comments from Public on Items Not on Agenda
 - b. Public Hearing FY 14 Proposed Budget
5. **OLD BUSINESS** [7:00 PM]
 - a. Adopt FY 14 Operating Budgets and Capital Plans
 - b. Whitcomb Farm Conservation Project Financing/Letter of Support
 - c. Finalize Village Manager Job Description/Core Values
6. **NEW BUSINESS** [7:30 PM]
 - a. Bid Award for Main Street Bike Path Fence
 - b. Draft Annual Meeting Warning
 - c. Discussion of Zoning Restrictions of Retail Stores in the Village Center
7. **VILLAGE MANAGER'S REPORT** [7:45 PM]
 - a. Tentative Meeting Schedule and Village Calendar
8. **TRUSTEES' COMMENTS & CONCERNS/READING FILE** [7:50 PM]
 - a. Board Member Comments
 - b. Minutes from other boards/committees:
 1. Planning Commission 1/17/13
 2. Block Party Committee 1/28/13
 - c. Thank you letter for MLK Day donation
 - d. Land Use Permit Application for 243-245 Pearl Street
9. **CONSENT AGENDA** [7:55 PM]
 - a. Approve Minutes of Previous Meeting 1/22/13
 - b. Approve Warrants including checks #10046498 through #10046619 totaling \$408,283.87.
 - c. Approve WWTF Cogen System Upgrade Design Agreement
 - d. Approve Waiver of Public Parks Ordinance Prohibiting Dogs for Essex Dog Days
 - e. Approve Staff Request for Abatement of Invoices
 - f. Approve and Sign 2013 Certificate of Highway Mileage
 - g. Approve Draft Annual Report Dedication
 - h. Approve Closing Maple Street on 5/4/13 for Little League Parade
 - i. Approve Banner Application for VT Home and Garden Show
10. **ADJOURN** [8:00 PM]

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

Susan McNamara-Hill and Lauren Morrissette, Co-Acting Village Managers
Village of Essex Junction
Lincoln Hall
Essex Junction, VT 05452

January 15, 2013

Dear Ms. McNamara-Hill and Ms. Morrissette,

I would like to submit my name for consideration for appointment to the currently open position of Brownell Library Trustee.

I have been a resident of Essex Junction for the last 11 years. Recently I participated in a Heart and Soul of Essex Junction conversion and that experience caused me to look for opportunities to become more active in my community.

The Brownell Library is a vital part of our community and I have been a strong supporter of the Brownell Library for years and in the past have served as a volunteer there designing and creating their web site.

I have worked in public and academic libraries in many capacities and am currently a library faculty member at the Bailey/Howe Library at the University of Vermont. As a professional librarian I have experience dealing with the issues that libraries face right now: the changing role of libraries and librarians, changes in technology, changes to how we deliver information and services to our patrons, as well as the challenges presented by budget and personnel issues, and privacy and intellectual freedom.

As a village resident I am committed to helping the Brownell Library continue to serve the dynamic and multifaceted role that it plays part in our growing community and help to chart its direction for the future.

Please let me know if you need any further information from me at this time. I look forward to hearing from you,

Daisy Benson
37 South Street
Essex Junction, VT 05452

(802) 233-1624
daisy.benson@uvm.edu

RECEIVED
JAN 15 2013
Village of Essex Junction

FY14 Budget Hearing

Proposed Budgets

<u>FUND</u>	<u>FY 13 BUDGET</u>	<u>FY14 PROPOSED BUDGET</u>	<u>%CHANGE</u>
GENERAL FUND	\$3,256,340	\$3,358,713	3.14%
WATER FUND	\$2,981,544	\$3,084,803	3.5 %
WASTEWATER FUND	\$1,673,549	\$1,729,910	3.4 %
SANITATION FUND	<u>\$ 445,721</u>	<u>\$ 453,545</u>	1.8 %
TOTAL	\$8,357,154	\$8,626,971	3.2 %

<u>OTHER FUNDS</u>	<u>PROPOSED SPENDING</u>
GF CAPITAL RESERVE	\$488,443
ROLLING STOCK	\$262,928 (includes debt payments)
WATER CAPITAL	\$ 60,555
WWTF CAPITAL	\$100,957 (includes debt payments)
SANITATION CAPITAL	<u>\$111,874 (includes debt payments)</u>
TOTAL	\$1,024,757

GENERAL FUND

TAX APPROPRIATION	FY 13	FY14 PROPOSED	%INCREASE
DOLLAR AMOUNT	\$2,666,989	\$2,820,463	5.8%
TAX RATE	\$0.2554	\$0.2677	4.8%

REASON TAX APPROPRIATION % IS HIGHER THAN BUDGET INCREASE %
IS DROP IN IBM SUBSIDY -\$60,587

REASON TAX RATE INCREASE IS LESS THAN APPROPRIATION INCREASE
IS ESTIMATED INCREASE IN GRAND LIST – 1% PER YEAR NON IBM
GRAND LIST

GENERAL FUND

- CHALLENGES

- CAPITAL BUDGET FUNDING
LARGEST CHALLENGE – GO NEGATIVE IN FY15
- TIGHT BUDGETS
ALL DEPARTMENTS ASKED TO TRIM ORIGINAL SUBMISSIONS
- DECLINING REVENUES
IBM SUBSIDY GONE – NET DECREASE IN OTHER REVENUES 51K
GOOD NEWS – LAST YEAR OF THIS DECLINE

GENERAL FUND

- STORMWATER STREAM MONITORING
WE ARE NOT SURE OF THE AFFECT OF THE NEW MS4 PERMIT.
WILL BE A CONSIDERATION IN THE FY15 BUDGET
- HEALTH INSURANCE
THERE IS TOTAL UNCERTAINTY HOW ENTERING THE VERMONT
HEALTH CONNECT EXCHANGE WILL AFFECT US.
- INFRASTRUCTURE MAINTENANCE
\$125,000 FOR PAVING IN FY14 BUDGET
? WHEN STATE HIGHWAYS WILL BE PAVED

GENERAL FUND

COST SAVING INITIATIVES

- CONSIDERING ALTERNATIVES FOR MANAGER REPLACEMENT
- STREET DEPARTMENT TRYING OUT LESS EXPENSIVE SIDEWALK PLOW
- STREET DEPARTMENT DELAYING HIRING OF FULL-TIME EMPLOYEE TO SEE IF THERE IS A MORE ECONOMICAL WAY TO MANAGE SNOW REMOVAL.
- GRANT PROCUREMENT

GENERAL FUND CAPITAL RESERVE PROJECTS

- VILLAGE ADMINISTRATIVE OFFICE IMPROVEMENTS \$26,300
- WOODS END DR ROAD RECONSTRUCTION ENGINEERING \$52,798
- CRESCENT CONNECTOR ROAD \$284,345
- PAVING \$125,000

ROLLING STOCK FUND PURCHASES

- PICKUP TRUCK \$31,764
- LOADER \$93,178
- SIDEWALK PLOW/MINI LOADER \$58,000

ENTERPRISE FUNDS

CHALLENGES

- MINIMAL WWTF FUND BALANCE
- DIFFICULTY ESTIMATING COSTS DUE TO REFURBISHMENT PROJECT
- RATE STUDY – WAYNE ELLIOTT OF A&E CONSULTING ENGINEERS HAS MET WITH A VILLAGE COMMITTEE OVER THE PAST 6 MONTHS CONSIDERING ALTERNATIVE RATE STRUCTURES. ON 1/22/13 THE TRUSTEES VOTED TO CHANGE THE WATER/SEWAGE TREATMENT/SANITATION RATE STRUCTURE. THE VILLAGE WILL ALSO BE CHANGING TO QUARTERLY BILLING FROM SEMI-ANNUAL.
- WWTF BOND PAYMENT – THE ADDITION OF 1/5 OF BOND PAYMENT FOR 5 YEARS WILL GRADUALLY INCREASE THE SANITATION RATE TO WHERE IT WILL NEED TO BE ONCE PAYMENT OF THE SRF LOANS BEGINS (FY17)

ENTERPRISE FUNDS CAPITAL PROJECTS

WATER FUND CAPITAL

METER UPGRADES TO RADIO READS	\$30,555
VAC FOR VALVE EXERCISOR	\$30,000

SANITATION FUND CAPITAL

MISC PUMP STATION WORK	\$10,000
METER UPGRADES TO RADIO READS	\$50,994
MANHOLE REHABILITATION	\$20,000
RIVER ST. PS CONTROL PANEL ANODES	\$16,000

WASTEWATER TREATMENT CAPITAL

BLOWER VFD	\$50,000
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VILLAGE OF ESSEX JUNCTION
GENERAL FUND BUDGET SUMMARY

02/07/13
10:54 AM

	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY13 Amended Budget	FY14 Proposed Budget	% Change 14 vs 13
GENERAL GOVERNMENT:							
Administration	581,640	594,352	588,180	600,386	597,386	606,797	1.6%
Transfers & Misc Expenditures	455,911	556,412	556,412	596,412	596,412	620,051	4.0%
Grant & Unanticipated Expenditures	23,017	0	63,895	0	0	0	0.0%
Fire Department	255,362	262,326	263,181	270,189	270,189	287,208	6.3%
Library	603,565	640,328	629,689	655,585	652,785	684,479	4.9%
Lincoln Hall	38,345	51,084	46,505	38,053	38,053	38,452	1.0%
Planning Department	206,388	240,452	215,576	244,352	242,852	244,741	0.8%
Economic/Community Development	50,316	57,689	53,994	67,018	83,318	85,628	2.8%
Street Department	814,017	765,813	707,953	784,345	775,345	791,358	2.1%
GENERAL FUND TOTAL	3,028,561	3,168,456	3,125,385	3,256,340	3,256,340	3,358,713	3.14%

GENERAL FUND REVENUES

02/07/13
10:54 AM

Acct. #	Account	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY14 Proposed Budget	% Change 14 vs 13
	Unrestricted Fund Balance	0	34,587		35,000	35,000	0%
401.000	Property Taxes	2,385,584	2,519,354	2,520,386	2,666,989	2,820,463	6%
402.000	State for Pilot & Current Use	2,628	2,000	2,577	2,000	2,500	25%
404.000	IBM Subsidy	181,667	121,123	121,123	60,578	0	-100%
403.000	Penalties/Interest Delinq. Taxes	7,671	7,000	7,346	7,000	7,000	0%
410.000	License & Zoning Fees	29,158	32,000	61,060	30,000	35,000	17%
411.010	Service Fee - Water	107,588	112,993	112,993	110,169	111,336	1%
411.020	Service Fee - WWTP	53,794	56,497	56,497	55,085	55,668	1%
411.030	Service Fee - Sanitation	107,588	112,993	112,993	110,169	111,336	1%
420.010	State District Court Fines	1,952	2,000	1,929	2,000	2,000	0%
420.020	State Highway Aid	109,292	95,000	109,059	100,000	100,000	0%
420.030	EJSD Tax Collection Fee	45,943	47,000	46,569	47,000	47,000	0%
432.020	Lincoln Hall Rentals	288	289	0	0	0	0%
432.015	Parking Space Fees	0	0	4,800	4,800	4,800	0%
432.030	Miscellaneous Fire Receipts	5	20	25	0	10	100%
432.051	Block Party Donations	0	0	1,790	1,500	1,500	0%
432.070	Miscellaneous Street Receipts	3,320	3,000	3,701	3,000	3,500	17%
432.080	Miscellaneous Library Receipts	453	600	641	450	600	33%
434.010	Essex Town Contribution to Library	15,000	15,000	15,000	15,000	15,000	0%
440.000	Interest Earnings	1,164	1,000	1,421	1,000	1,000	0%
441.000	Miscellaneous Grants	9,112	0	24,992	0	0	0%
445.000	Misc. Receipts	9,208	6,000	6,964	4,600	5,000	9%
TOTALS		3,071,415	3,168,456	3,211,865	3,256,340	3,358,713	3.14%

Tax Rate Calculation

	FY13	FY14	% Increase
Budget Increase			
Grand List		Projected Grand List	
IBM Real Estate	1,036,464	IBM Real Estate	1,036,464
Non-IBM Real Estate	9,411,027	Non-IBM Real Estate	9,505,137
Tax Stabilization Reduction	(3,896)	Tax Stabilization Reductio	(3,896)
Total Grand List	10,443,595	Total Projected Grand Lis	10,537,705
Tax Appropriation	2,666,989	Tax Appropriation	2,820,463
Tax Rate	0.2554	0.26765	4.81%

ECONOMIC/COMMUNITY DEVELOPMENT

02/07/13
10:54 AM

Acct. #	Account	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY13 Amended Budget	FY14 Proposed Budget	% Change 14 vs 13
720.000	Salaries - Regular	0	0	0	0	32,573	35,196	8%
720.020	Salaries - Part-time	15,632	21,251	21,274	23,400	0	0	0%
720.022	Social Security	1,200	1,626	1,593	1,790	2,491	2,696	8%
720.024	Unemployment	222	192	235	217	250	250	0%
720.026	Workers Comp	55	120	73	111	120	149	24%
720.028	Health Insurance & Other Benefits	0	0	0	0	3,127	4,967	59%
720.030	Retirement	0	0	0	0	3,257	3,520	8%
745.025	Block Party Expense	5,000	5,500	5,475	7,000	7,000	7,000	0%
745.040	Community Events & Programs	11,335	7,000	5,755	7,000	7,000	5,850	-16%
748.000	New Programs	550	2,000	4,982	2,000	2,000	2,000	0%
745.054	Annual Support of Organizations	7,407	8,000	7,562	8,000	8,000	9,000	13%
745.056	Community Forum	0	5,000	5,000	7,500	7,500	0	-100%
745.057	Downtown WiFi Project	0	0	0	0	0	6,000	100%
748.010	Matching Grant Funds	8,915	7,000	2,044	10,000	10,000	9,000	-10%
TOTALS		50,316	57,689	53,994	67,018	83,318	85,628	3%

ADMINISTRATION BUDGET

02/07/13

Acct. #	Account	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY13 Amended Budget	FY14 Proposed Budget	% Change 14 vs 13
720.000	Salaries - Regular	313,958	324,445	325,863	334,477	334,477	325,729	-2.6%
720.010	Salaries - Overtime	544	400	1,453	1,000	1,000	1,500	50.0%
720.020	Salaries - Part-time	791	5,500	5,632	7,250	7,250	7,974	10.0%
720.022	Social Security	24,871	26,220	26,008	26,923	26,923	26,568	-1.3%
720.024	Unemployment Insurance	933	962	1,090	1,186	1,186	1,186	0.0%
720.026	Workers Compensation Insurance	1,310	1,771	1,341	1,166	1,166	1,431	22.7%
720.028	Health Insurance & Other Benefits	71,563	78,659	67,137	66,340	66,340	75,626	14.0%
720.030	Retirement	36,156	37,385	37,216	38,506	38,506	32,573	-15.4%
720.032	Liability & Property Ins.	7,116	7,076	6,934	5,857	5,857	7,696	31.4%
720.034	Public Officials Liability Ins.	7,173	7,325	6,778	6,075	6,075	5,601	-7.8%
720.035	Health Improvement Programs	1,462	3,000	2,433	1,600	1,600	1,600	0.0%
720.050	Boardmember fees	2,458	2,500	2,458	2,500	2,500	2,500	0.0%
723.000	Supplies	6,728	6,500	6,478	6,700	6,700	6,700	0.0%
723.001	Postage	4,420	4,200	2,973	4,600	4,600	4,200	-8.7%
723.055	Computer Expenses	11,094	10,424	11,753	16,915	16,915	16,915	0.0%
724.000	Training, Conferences, Dues	9,116	12,000	11,332	13,304	13,304	10,734	-19.3%
725.000	Telephone Services	3,688	3,900	4,247	4,392	4,392	3,960	-9.8%
725.025	Communications	12,638	13,798	12,927	13,700	13,700	21,331	55.7%
728.030	Vehicle Maintenance - Travel	3,600	3,600	3,600	3,600	3,600	2,400	-33.3%
728.035	Village Promotion	829	1,000	1,174	1,000	1,000	0	-100.0%
735.000	Interview Costs	30	0	173	0	0	0	0.0%
745.020	Leased Services	4,094	4,540	4,127	4,540	4,540	4,840	6.6%
745.031	Legal Services	33,460	12,800	18,835	15,000	15,000	15,000	0.0%
745.041	Audit Services	4,759	4,957	5,121	5,275	5,275	5,433	3.0%
745.039	Other Professional Services	2,000	2,000	0	2,000	2,000	1,000	-50.0%
745.050	Printing and Advertising	5,027	6,600	5,523	5,800	5,800	5,800	0.0%
745.055	Pay & Classification Study	3,268	4,200	1,557	200	200	3,500	1650.0%
745.057	Elections	2,106	1,350	1,401	2,200	2,200	1,500	-31.8%
747.000	Holiday Expense	1,172	1,500	1,438	1,280	1,280	1,500	17.2%
749.000	Trustees Expenditures	3,478	4,000	2,930	4,000	4,000	4,000	0.0%
755.023	Capital Outlay	1,798	1,740	8,252	3,000	0	8,000	100.0%
TOTALS		581,640	594,352	588,180	600,386	597,386	606,797	1.6%

TRANSFERS & MISC EXPENDITURES

02/07/13
10:54 AM

Acct. #	Account	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY14 Proposed Budget	% Change 14 vs 13
750.021	Rolling Stock Fund Contribution	143,624	163,624	163,624	163,624	173,624	6%
750.027	Half Penny for Ladder Truck Note	0	0	0	50,000	50,000	0%
750.022	Capital Fund Contribution	269,322	372,788	372,788	372,788	391,427	5%
750.023	Land Acquisition Fund Contribution	25,000	15,000	15,000	0	0	0%
750.026	Employee Termination Benefits	17,965	5,000	5,000	10,000	5,000	-50%
765.074	Metropolitan Planning Org. (MPO) Contingency	0	0	0	0	0	0%
TOTALS		455,911	556,412	556,412	596,412	620,051	4%

GRANTS AND OTHER UNANTICIPATED EXPENDITURES

02/07/13
10:54 AM

Acct. #	Account	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY14	
						Proposed Budget	% Change 14 vs 13
750.020	Transfer to Capital Reserve	0	0	0	0	0	0%
	Recreation Lease	0	0	500	0	0	0%
	Engineering Fees paid by Developers	0	0	24,288	0	0	0%
750.011	Library Replacement Expenses	0	0	3,995	0	0	0%
	Designated Expenses from prior years	0	0	8,276	0	0	0%
759.010	Grants & Donations Expenses	23,017	0	26,836	0	0	0%
TOTALS		23,017	0	63,895	0	0	0%

LINCOLN HALL BUDGET

02/07/13
10:54 AM

Acct. #	Account	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY14	
						Proposed Budget	% Change 14 vs 13
720.032	Liability & Property Ins.	5,438	6,643	5,443	5,510	5,404	-2%
723.000	Supplies	1,664	2,000	1,733	1,800	1,800	0%
723.065	Water and Sewer Charges	892	1,200	1,262	1,000	1,500	50%
725.000	Telephone Services	849	480	458	480	460	-4%
726.000	Electrical Service	6,142	5,958	5,920	6,510	6,000	-8%
727.000	Heating	6,642	7,000	6,581	7,000	7,000	0%
728.000	Maintenance - Building/Grounds	5,603	7,000	8,688	6,500	7,000	8%
745.005	Rubbish Removal	1,746	1,750	1,785	1,750	1,785	2%
745.014	Contractual Services	6,778	7,503	7,083	7,503	7,503	0%
755.023	Capital Outlay	2,591	11,550	7,551	0	0	0%
TOTALS		38,345	51,084	46,505	38,053	38,452	1%

FIRE DEPARTMENT BUDGET

02/07/13
10:54 AM

Acct. #	Account	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY14 Proposed Budget	% Change 14 vs 13
720.021	Salaries - Firefighters	114,499	120,000	127,440	126,000	134,400	7%
720.022	Social Security	8,759	9,180	9,749	9,639	10,282	7%
720.026	Workers Compensation Insurance	11,465	12,000	12,506	12,000	25,685	114%
720.029	Accident & Disability Ins.	3,599	3,800	3,599	3,600	3,600	0%
720.032	Liability & Property Ins.	8,242	9,496	8,194	8,600	6,675	-22%
723.000	Supplies	2,383	2,400	2,060	2,400	2,400	0%
723.016	EMS Supplies	1,329	1,800	645	1,800	1,500	-17%
723.020	Gas, Grease and Oil	5,221	4,800	7,270	5,400	6,000	11%
723.065	Water and Sewer Charges	711	850	495	900	900	0%
724.000	Training, Conferences, Dues	2,606	6,000	4,629	5,000	5,000	0%
725.000	Telephone Services	3,657	4,400	3,507	4,000	3,800	-5%
726.000	Electrical Service	6,116	6,600	5,994	6,600	6,400	-3%
727.000	Heating	5,057	5,500	4,530	6,000	6,000	0%
728.000	Maintenance - Building/Grounds	6,173	4,000	6,801	5,000	6,000	20%
728.010	Radio Maintenance	2,167	2,000	1,575	2,000	2,000	0%
728.020	Maintenance - Other	11,959	8,000	10,268	10,000	11,916	19%
728.030	Vehicle Maintenance - Travel	14,782	10,000	14,117	10,000	9,000	-10%
728.038	Emergency Generator Maintenance	1,665	1,500	574	750	650	-13%
729.000	Uniforms, Boots, Etc.	18,288	17,500	14,054	18,000	18,500	3%
729.052	Fire Prevention	1,561	1,800	1,867	1,800	2,000	11%
743.051	Physical Exams	4,285	6,000	5,097	6,000	6,000	0%
743.058	Employee Assistance Program	864	900	864	900	900	0%
745.013	Hydrant Rental	5,000	5,000	5,000	5,000	0	-100%
755.022	New Equipment - Radios	1,910	4,300	0	4,300	3,100	-28%
755.025	Routine Equipment Purchases	13,064	14,500	12,347	14,500	14,500	0%
755.023	Capital Outlay	0	0	0	0	0	0%
TOTALS		255,362	262,326	263,181	270,189	287,208	6.3%

BROWNELL LIBRARY BUDGET

02/07/13
10:54 AM

Acct. #	Account	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY13 Amended Budget	FY14 Proposed Budget	% Change 14 vs 13
720.000	Salaries - Regular	240,483	279,262	283,916	292,359	292,359	305,811	4.6%
720.020	Salaries - Part-time	97,520	84,602	78,979	88,282	88,282	89,012	0.8%
720.022	Social Security	26,123	28,530	27,851	29,551	29,551	30,365	2.8%
720.024	Unemployment Insurance	1,901	2,344	2,154	2,384	2,384	2,384	0.0%
720.026	Workers Compensation Insurance	1,410	2,037	1,459	1,285	1,285	1,588	23.6%
720.028	Health Insurance & Other Benefits	45,539	64,176	47,934	55,586	55,586	70,891	27.5%
720.030	Retirement	23,880	27,926	28,049	29,236	29,236	30,581	4.6%
720.032	Liability & Property Ins.	11,487	12,036	11,113	10,269	10,269	9,972	-2.9%
723.000	Supplies	12,390	13,000	13,174	13,500	13,500	12,000	-11.1%
723.001	Postage	2,306	3,000	2,936	2,500	2,500	2,500	0.0%
723.055	Computer Expenses	6,355	6,000	3,293	3,500	3,500	3,000	-14.3%
723.065	Water and Sewer Charges	498	500	563	525	525	500	-4.8%
724.000	Training, Conferences, Dues	2,281	2,000	2,062	2,000	2,000	5,000	150.0%
725.000	Telephone Services	2,114	1,925	1,271	2,000	2,000	1,200	-40.0%
725.030	Technology Access	3,195	3,000	4,347	5,810	5,810	6,000	3.3%
726.000	Electrical Service	13,701	14,850	14,041	14,850	14,850	14,250	-4.0%
727.000	Heating	7,164	7,200	7,486	7,500	7,500	7,400	-1.3%
728.000	Maintenance - Buildings/Grounds	5,620	13,000	12,492	13,000	13,000	12,000	-7.7%
728.050	Alarm System Maintenance	1,070	500	488	800	800	700	-12.5%
735.000	Interview Costs	539	300	240	300	300	100	-66.7%
745.014	Contractual Services	21,666	22,548	22,548	22,548	22,548	23,225	3.0%
745.021	Adult Programs	679	500	468	300	300	0	-100.0%
745.022	Childrens' Programs	3,063	2,000	1,980	3,000	3,000	3,000	0.0%
755.020	Adult Collection-Print&Electronic	48,669	31,060	32,277	31,000	31,000	31,000	0.0%
755.021	Juvenile Collection-Prnt&Electronic	21,863	15,531	15,548	15,500	15,500	15,500	0.0%
755.014	Computer Replacement	2,049	2,000	5,741	8,000	5,200	6,500	25.0%
755.023	Capital Outlay	0	500	7,277	0	0	0	0.0%
TOTALS		603,565	640,328	629,689	655,585	652,785	684,479	4.9%

PLANNING DEPARTMENT BUDGET

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Acct. #	Account	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY13 Amended Budget	FY14 Proposed Budget	% Change 14 vs 13
720.000	Salaries - Regular	108,199	115,921	117,287	119,296	119,296	129,436	8.5%
720.010	Salaries - Overtime	710	600	162	2,000	2,000	2,000	0.0%
720.020	Salaries - Part-time	320	0	0	0	0	0	0.0%
720.022	Social Security	8,649	9,243	9,202	9,560	9,560	10,305	7.8%
720.024	Unemployment Insurance	376	602	408	435	435	435	0.0%
720.026	Workers Compensation Insurance	437	680	474	399	399	506	26.8%
720.028	Health Insurance & Other Benefits	35,727	42,240	34,929	40,972	40,972	33,038	-19.4%
720.030	Retirement	10,820	11,592	11,529	11,930	11,930	12,944	8.5%
720.032	Liability & Property Ins.	2,443	2,434	2,395	2,038	2,038	2,147	5.3%
720.034	Public Officials Liability Ins.	7,173	7,977	6,778	6,075	6,075	5,601	-7.8%
720.050	Board Member Fees	3,500	3,600	3,600	3,600	3,600	3,600	0.0%
723.000	Supplies	1,164	2,000	3,191	2,000	2,000	2,500	25.0%
723.001	Postage	652	1,000	813	1,000	1,000	1,000	0.0%
723.055	Computer Expenses	1,047	1,281	1,287	4,705	4,705	4,705	0.0%
724.000	Training, Conferences, Dues	2,561	5,450	2,395	5,450	5,450	4,500	-17.4%
725.000	Telephone Services	1,006	1,032	1,221	1,392	1,392	1,524	9.5%
725.025	Communications	1,475	2,300	890	2,000	2,000	2,000	0.0%
728.030	Vehicle Maintenance - Travel	2,449	3,000	2,400	3,000	3,000	3,000	0.0%
745.031	Legal Services	5,908	10,000	10,973	9,500	9,500	14,000	47.4%
745.039	Other Professional Services	5,379	12,000	604	10,000	10,000	4,000	-60.0%
745.050	Printing and Advertising	3,360	5,000	1,494	5,000	5,000	5,000	0.0%
745.051	Recording Fees	1,820	2,500	2,180	2,500	2,500	2,500	0.0%
755.023	Capital Outlay	1,213	0	1,365	1,500	0	0	0.0%
TOTAL		206,388	240,452	215,576	244,352	242,852	244,741	0.8%

STREET DEPARTMENT BUDGET

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Acct. #	Account	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY13 Amended Budget	FY14 Proposed Budget	% Change 14 vs 13
720.000	Salaries - Regular	165,892	186,376	160,082	190,875	186,875	197,160	5.5%
720.010	Salaries - Overtime	10,789	18,470	13,158	15,000	15,000	15,000	0.0%
720.020	Salaries - Part-time	9,856	12,948	22,744	17,018	17,018	18,590	9.2%
720.022	Social Security	13,766	16,730	14,416	17,249	17,249	17,867	3.6%
720.024	Unemployment Insurance	879	1,106	907	1,086	1,086	1,086	0.0%
720.026	Workers Compensation Insurance	12,399	12,522	10,362	11,628	11,628	12,182	4.8%
720.028	Health Insurance & Other Benefits	69,751	82,542	69,005	77,761	77,761	82,729	6.4%
720.030	Retirement	16,316	18,637	16,382	19,088	19,088	19,716	3.3%
720.032	Liability & Property Ins.	15,441	16,682	14,418	14,100	14,100	13,878	-1.6%
723.000	Supplies	10,347	20,000	27,252	21,100	16,100	20,000	24.2%
723.010	Winter Maintenance	95,474	70,000	48,409	75,000	75,000	75,000	0.0%
723.012	Pavement Maintenance	104,305	10,000	15,443	15,000	15,000	15,000	0.0%
723.014	Gravel & Topsoil	1,947	5,000	3,157	4,500	4,500	4,000	-11.1%
723.015	Signs and Posts	3,922	4,500	6,215	5,500	5,500	5,500	0.0%
723.020	Gas, Grease and Oil	28,295	20,000	20,849	22,000	22,000	22,000	0.0%
723.065	Water and Sewer Charges	1,159	1,500	2,572	1,500	1,500	2,500	66.7%
724.000	Training, Conferences, Dues	215	500	81	500	500	500	0.0%
725.000	Telephone Services	1,628	1,800	1,839	1,800	1,800	1,900	5.6%
726.000	Electrical Service	4,266	4,800	3,997	4,900	4,900	4,500	-8.2%
726.035	Street Lights (rental/electrical)	119,010	128,000	125,292	131,840	131,840	127,000	-3.7%
726.037	Traffic Lights (electrical)	5,095	5,500	5,529	5,700	5,700	5,700	0.0%
727.000	Heating	3,490	4,000	2,865	4,000	4,000	4,000	0.0%
728.000	Maintenance - Buildings/Grounds	777	5,000	6,725	2,500	2,500	2,500	0.0%
728.010	Radio Maintenance	0	200	965	200	200	200	0.0%
728.020	Maintenance - Other	347	1,500	874	1,000	1,000	1,000	0.0%
728.030	Vehicle Maintenance - Travel	33,181	30,000	27,889	32,000	32,000	32,000	0.0%
728.033	Streetscape Maint./Imp.	8,818	5,000	5,005	7,500	7,500	6,000	-20.0%
728.036	Village Garden Spots	1,064	2,500	1,753	2,500	2,500	3,650	46.0%
728.037	Traffic/Street Light Maintenance	6,255	4,500	13,641	6,500	6,500	8,000	23.1%
728.041	Memorial Park Maintenance	1,428	3,500	3,239	3,000	3,000	3,500	16.7%
728.043	Street Marking	3,636	6,000	10,644	5,000	5,000	5,000	0.0%
729.000	Uniforms, Boots, Etc.	3,520	4,500	3,855	4,500	4,500	4,500	0.0%
735.000	Interview Costs	0	0	185	0	0	0	0.0%
745.005	Rubbish Removal	5,201	6,000	5,963	6,200	6,200	6,200	0.0%
745.014	Contractual Services	17,483	10,000	1,079	10,000	10,000	0	-100.0%
745.016	Accident Claims	1,000	0	500	0	0	0	0.0%
745.030	Equipment Rentals	0	1,000	1,692	3,800	3,800	1,000	-73.7%
745.038	Traffic Light System Improvements	6,845	0	2,128	0	0	0	0.0%
745.044	Engineering Services	11,920	15,000	8,342	15,000	15,000	15,000	0.0%
760.032	Sidewalk and Curb Maintenance	2,451	6,000	2,627	3,000	3,000	3,000	0.0%
760.033	Storm Sewer Maintenance	8,115	8,500	10,012	8,500	8,500	8,500	0.0%
760.034	Storm Sewer Permit Fees	2,734	3,500	1,988	3,000	3,000	3,000	0.0%
760.035	Storm Sewer Public Education	5,000	9,500	9,008	10,000	10,000	9,500	-5.0%
755.011	Traffic Calming	0	2,000	618	1,000	1,000	4,000	300.0%
755.023	Capital Outlay	0	0	4,250	2,000	2,000	9,000	350.0%
TOTALS		814,017	765,813	707,953	784,345	775,345	791,358	2.1%

WATER FUND BUDGET

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Acct. #	Account	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY14 Proposed Budget	% Change 14 vs 13
720.000	Salaries - Regular	90,531	95,381	94,700	94,843	102,349	7.9%
720.010	Salaries - Overtime	11,934	13,843	9,171	13,843	12,300	-11.1%
720.020	Salaries - Part-time	3,463	4,459	6,089	6,311	4,729	-25.1%
720.022	Social Security	7,751	8,402	7,964	8,843	9,239	4.5%
720.024	Unemployment Insurance	452	484	502	564	564	0.0%
720.026	Workers Compensation Insurance	5,221	5,139	3,891	4,243	4,447	4.8%
720.028	Health Insurance & Other Benefits	33,682	38,328	35,568	41,332	42,180	2.1%
720.030	Retirement	8,830	9,538	8,988	9,484	10,235	7.9%
720.032	Liability & Property Ins.	3,456	3,399	3,198	2,748	3,305	20.3%
720.040	Interest Expense	89	200	75	100	100	0.0%
723.000	Supplies	4,275	6,500	2,179	6,000	5,000	-16.7%
723.001	Postage	707	700	715	750	1,500	100.0%
723.020	Gas, Grease and Oil	2,032	2,500	2,124	2,800	2,800	0.0%
723.041	Meters and Parts	10,698	3,960	5,753	3,960	2,000	-49.5%
723.042	Distribution Materials	11,011	6,000	3,021	8,000	8,000	0.0%
723.055	Computer Expenses	537	600	605	600	600	0.0%
723.065	Water & Sewer Charges	89	250	291	300	350	16.7%
724.000	Training, Conferences, Dues	910	1,500	1,094	2,000	2,000	0.0%
726.000	Electricity	589	600	614	650	650	0.0%
727.000	Heating	3,024	3,500	2,428	3,500	3,500	0.0%
728.020	Maintenance - Other	1,057	1,500	876	1,500	1,000	-33.3%
728.034	Water Lines Maintenance - Breaks	9,567	16,000	1,624	16,000	16,000	0.0%
729.000	Uniforms, Boots, Etc.	884	1,000	519	1,000	1,000	0.0%
745.014	Contractual Services	107,588	112,993	112,993	110,169	111,336	1.1%
745.019	Refunds of Prior Years Overpayment	676	0	0	0	0	0.0%
745.041	Audit Services	2,843	2,961	3,059	3,151	3,293	4.5%
745.039	Other Professional Services	1,267	1,500	0	1,500	1,000	-33.3%
745.050	Printing and Advertising	1,885	2,000	1,462	2,000	1,700	-15.0%
750.020	Capital Reserve Fund Contribution	80,000	90,000	96,960	100,000	110,000	10.0%
755.023	Capital Outlay	17,508	0	0	0	0	0.0%
760.060							
	SUB TOTALS	422,556	433,237	406,461	446,191	461,177	3%
770.510	State Water Tax	8,383	8,274	8,609	8,137	8,278	2%
745.042	CWD Water Purchase	385,630	395,050	410,782	403,909	424,297	5%
	SUBTOTAL VILLAGE EXPENSE	816,569	836,561	825,852	858,237	893,752	4%
770.511	State Water Tax - IBM	42,224	41,931	42,917	41,931	41,931	0%
745.043	CWD Water Purchase - IBM	1,941,975	2,001,952	2,047,870	2,081,376	2,149,120	3%
	TOTALS	2,800,768	2,880,444	2,916,639	2,981,544	3,084,803	3%

WATER FUND REVENUES

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Account	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY14 Proposed Budget	% Change 13 vs 12
Unrestricted Fund Balance					0	0.0%
465.010 Sale of Water Residential	739,967	739,730	726,537	761,109	787,839	3.5%
465.015 Sale of Water - IBM	1,941,975	2,001,952	2,047,870	2,081,376	2,149,120	3.3%
465.017 Sale of Water - IBM VT Tax	42,224	41,931	42,917	41,931	41,931	0.0%
465.020 Sale of Water - Large User	78,397	73,831	96,703	73,628	87,413	18.7%
465.030 Hydrant Rentals	5,000	5,000	5,000	5,000	0	-100.0%
465.040 Penalties	4,226	3,000	3,980	3,500	3,500	0.0%
465.050 Miscellaneous	13,135	15,000	22,317	15,000	15,000	0.0%
441.019 Fed Stag Grant	643	0	0		0	0.0%
440.000 Interest on Investments	57	0	51		0	0.0%
TOTALS	2,825,624	2,880,444	2,945,375	2,981,544	3,084,803	3%

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Water Fund Capital Reserve Plan

PROJECT or Equipment	FY12	FY13	FY14	FY15	FY16	FY17	Future
Utility Rate Study	1,355	7,278					
Vector Truck (partial share)	6,051	41,471		5,394	77,322	55,777	
Water Line Loop Extension - Algonquin Ave.					4,829	36,263	418,837
Water Line Loop - North Hillcrest							
Algonquin complete loop between Cherokee & Iroquois							
Pearl St. Water Line Rehabilitation-235 Pearl to End							
Water meter upgrades to Radio Reads	28,801	29,665	30,555	31,472	32,416	33,388	
Backhoe Replacement		73,700					
Water Pickup Truck		31,827					
Vac for Valve Exercisor		30,000					
Capital reserve annual expense	36,207	183,941	60,555	36,866	114,567	125,428	418,837

Water Fund Capital Reserve Funding and Fund Balance

Beginning Fund Balance	95,986	12,045	61,490	144,624	160,058	174,630
Planned Spending	(183,941)	(60,555)	(36,866)	(114,567)	(125,428)	(418,837)
Transfer in From Water. Operating Budget	100,000	110,000	120,000	130,000	140,000	150,000
Projected Ending Fund Balance	12,045	61,490	144,624	160,058	174,630	(94,207)

SANITATION BUDGET

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Acct. #	Account	FY11	FY12	FY12	FY13	FY14	% Change 14 vs 13
		Actual	Budget	Actual	Budget	Proposed Budget	
720.000	Salaries - Regular	76,484	88,446	68,565	89,579	85,049	-5%
720.010	Salaries - Overtime	12,045	13,748	6,584	14,100	10,865	-23%
720.020	Salaries - Part-time	7,347	4,459	19,710	9,461	4,729	-50%
720.022	Social Security	7,500	7,871	7,394	8,701	7,822	-10%
720.024	Unemployment Insurance	344	484	653	564	564	0%
720.026	Workers Compensation Insurance	4,108	4,759	3,861	4,047	4,285	6%
720.028	Health Insurance & Other Benefits	29,661	37,240	25,088	25,235	39,416	56%
720.030	Retirement	7,998	8,845	7,269	8,958	8,505	-5%
720.032	Liability & Property Ins.	5,613	6,595	5,771	6,091	5,628	-8%
720.040	Interest Expense	15	100	7	0	0	0%
723.000	Supplies	2,280	1,000	1,962	500	1,000	100%
723.001	Postage	1,385	1,500	1,432	1,500	3,000	100%
723.020	Gas, Grease and Oil	4,418	4,000	2,767	3,000	3,000	0%
723.041	Meters and Parts	11,559	8,040	6,110	8,040	4,000	-50%
723.055	Computer Expenses	1,073	1,000	1,210	1,000	1,200	20%
723.065	Water & Sewer Charge	0	1,000	1,269	1,000	1,500	50%
724.000	Training, Conferences, Dues	0	500	0	500	500	0%
726.000	Electrical Service	7,729	7,500	7,797	8,200	8,200	0%
727.000	Heating/Natural Gas	0	0	0	0	1,800	100%
728.020	Maintenance - Other	359	1,500	503	1,500	1,500	0%
728.040	Pump Station Maintenance	5,292	5,000	8,893	5,500	5,500	0%
728.060	Sanitation Lines Maintenance	3,282	10,000	2,097	5,000	5,000	0%
728.063	Susie Wilson Pump Station Costs	6,749	9,000	6,813	8,000	8,000	0%
728.064	West St. Pump Station Costs	17,640	13,000	10,732	13,500	13,500	0%
729.000	Uniforms, Boots, Etc.	531	1,000	976	1,000	1,000	0%
735.000	Interview Costs	0	0	16	0	0	0%
745.014	Contractual Services	131,788	137,193	137,193	134,969	141,636	5%
745.015	Right-of-Way Agreements	7,164	8,192	7,611	8,200	8,700	6%
745.017	Sanitation Line Backup Cleaning	852	0	0	0	0	0%
745.019	Refunds of Prior Years Overpayer	686	0	0	0	0	0%
745.041	Audit Services	1,422	1,481	1,530	1,576	1,646	4%
745.039	Other Professional Services	2,710	1,500	601	1,000	1,000	0%
750.020	Contribution to Sanitation Cap Rese	82,961	75,000	156,356	75,000	75,000	0%
755.023	Capital Outlay	4,995	0	9,670	0	0	0%
	TOTALS	445,990	459,953	510,440	445,721	453,545	1.8%

SANITATION FUND REVENUES

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Account	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY14 Proposed Budget	% Change 13 vs 12
500.000 Annual Customer Charge	379,031	401,352	400,698	383,846	391,670	2%
500.001 Penalties	1,778	1,800	1,995	1,800	1,800	0%
441.019 Fed Stag Grant	3,390	0	4,565	0	0	0%
432.040 Miscellaneous	24,961	17,000	98,356	20,000	20,000	0%
440.000 Interest on Investments	51	0	83	0	0	0%
442.010 2 Party Agreement Revenue	15,000	15,000	15,000	15,000	15,000	0%
442.000 Essex Pump Station Fees	26,050	24,800	20,912	25,075	25,075	0%
TOTALS	450,261	459,952	541,609	445,721	453,545	1.8%

Sanitation Fund Capital Reserve Plan

Project or Equipment	FY13	FY14	FY15	FY16	FY17
High School Pump Station Upgrade	799,306				
Infiltration and Inflow Study	39,389				
Utility Rate Study	10,311				
Vactor Truck Partial Share (Place Holder)					
Miscellaneous Pump Station Work	10,000				
Water Meter upgrades to radio reads	49,509	50,994	52,524	54,100	55,723
Manhole Rehab (Infiltration Repair)	20,000	20,000	20,000		
River Street PS Control Panel, anodes		16,000			
South Street PS Replace pump #1, 2 and valves, vent, anodes	33,000				
Short Term Interest for HSPS Upgrade	10,000				
HS Pump Station Upgrade Bond Payment			73,200	73,200	73,200
ARRA Stimulus Loan Repayment	14,880	14,880	14,880	14,880	14,880
Capital reserve annual expense	976,395	111,874	160,604	142,180	143,803

Sanitation Capital Reserve Funding and Fund Balance

Beginning Fund Balance	337,384	523,779	486,905	401,301	334,122
Planned Spending	(976,395)	(111,874)	(160,604)	(142,180)	(143,803)
SRF Loan for HS Pump Station	1,084,290				
CSWD for Concrete Tanks	3,500				
Transfer in From Sanit. Operating Budget	75,000	75,000	75,000	75,001	75,002
Projected Ending Fund Balance	523,779	486,905	401,301	334,122	265,321

WWTF OPERATIONS & MAINTENANCE BUDGET

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Wholesale Rate 2.5278 per 1000 gal Increase = 4.25%

Acct. #	Account	FY12		FY13		FY14	% Change 14 vs 13
		FY11 Actual	Budget	FY12 Actual	Budget	Proposed Budget	
720.000	Salaries - Regular	238,750	252,094	234,206	281,639	286,000	1.5%
720.010	Salaries - Overtime	28,011	26,130	37,242	29,187	42,000	43.9%
720.020	Salaries - Part-time	11,108	21,000	16,505	30,000	12,000	-60.0%
720.022	Social Security	21,042	22,998	21,333	26,203	26,492	1.1%
720.024	Unemployment Insurance	980	1,092	1,245	1,364	1,637	20.0%
720.026	Workers Compensation Insurance	12,737	11,988	12,802	12,350	16,055	30.0%
720.028	Health Insurance & Other Benefits	85,874	96,735	91,390	129,319	124,767	-3.5%
720.030	Retirement	24,031	25,209	23,915	28,164	28,600	1.5%
720.032	Liability & Property Ins.	22,186	24,844	23,148	22,174	25,000	12.7%
720.040	Interest Expense	296	2,000	98	300	500	66.7%
723.000	Supplies	14,858	15,000	13,438	15,000	17,000	13.3%
723.013	Chemicals	175,921	181,000	200,381	185,000	185,000	0.0%
723.020	Gas, Grease and Oil	5,390	5,000	4,770	6,000	6,000	0.0%
723.065	Water & Sewer Charge	3,686	4,000	5,053	4,000	6,000	50.0%
724.000	Training, Conferences, Dues	5,297	5,000	4,157	5,000	6,500	30.0%
725.000	Telephone Services	3,263	3,500	3,174	4,300	4,300	0.0%
726.000	Electrical Service	135,971	125,000	165,181	144,129	200,000	38.8%
727.000	Heating	5,222	6,000	5,501	6,000	11,000	83.3%
728.020	Maintenance - Other	66,970	76,000	81,361	76,000	70,000	-7.9%
728.030	Vehicle Maintenance - Travel	2,348	3,000	495	3,500	3,500	0.0%
729.000	Uniforms, Boots, Etc.	3,852	3,000	4,003	3,500	4,500	28.6%
735.000	Interview Costs	816	0	1,716	0	0	0.0%
745.000	Contract Laboratory Service	6,626	8,000	7,680	8,000	8,000	0.0%
745.014	Contractual Services	53,794	56,497	56,497	55,085	55,668	1.1%
745.031	Legal Services	4,515	1,000	33	2,000	1,000	-50.0%
745.033	Grit Disposal	6,630	7,000	5,888	7,000	7,000	0.0%
745.034	Sludge Dewatering	186,030	178,750	203,018	179,000	150,000	-16.2%
745.035	Sludge Management	160,198	170,300	140,845	170,400	170,400	0.0%
745.041	Audit Services	3,337	3,476	3,591	3,685	3,866	4.9%
745.039	Other Professional Services	0	2,000	3,384	5,000	4,000	-20.0%
745.052	WWTF Annual Permit Fee	5,528	6,000	6,931	7,000	7,500	7.1%
750.020	Contribution to WWTF Cap Reserve	130,000	130,000	130,000	150,000	170,000	13.3%
755.023	Capital Outlay	7,919	15,000	15,861	0	4,000	100.0%
	*Budgeted Fund Balance Replenish	20,000	20,000		20,000	20,000	0.0%
755.013	**Loan Payment for Deficit (Prin&Int)	57,168	54,875	54,652	53,250	51,625	-3.1%
TOTAL WWTF BUDGET		1,510,354	1,563,489	1,579,493	1,673,549	1,729,910	3.4%

WWTF OPERATION & MAINTENANCE REVENUES

02/07/13
11:18 AM

Acct #	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY14 Proposed Budget	% Change 13 vs 12
460.012 Village Wastewater Reveneus	618,041	652,735	660,614	682,342	723,171	6%
460.013 Wastewater Charge - Essex	352,879	379,497	383,529	406,156	420,015	3%
460.014 Wastewater Charge - Williston	456,503	485,756	503,684	536,126	550,423	3%
460.031 Interest Income	9	0	42	0	0	0%
460.016 Misc. Pump Station Fees	24,200	24,200	24,200	24,800	30,300	22%
460.026 Shared Septage Revenues	20,514	13,000	19,254	14,000	6,000	-57%
460.028 Shared Leachate Revenue	70,246	8,300	8,031	10,125	0	-100%
445.000 Miscellaneous	992	0	139		0	0%
TOTAL WWTF REVENUE	1,543,384	1,563,488	1,599,493	1,673,549	1,729,910	3%

02/07/13
11:18 AM

	FY11 Actual	FY12 Budget	FY12 Actual	FY13 Budget	FY14 Proposed Budget	% Change 13 vs 12
Breakdown of Village Revenues						
460.012 Village User Charge	565,082	603,401	605,620	636,542	708,371	11%
460.011 Village Users Penalties	2,644	2,800	2,999	2,800	2,800	0%
460.025 Village Septage Revenues	22,445	24,000	35,545	25,000	12,000	-52%
460.027 Village Leachate Revenues	22,445	17,000	16,450	18,000	0	-100%
460.020 Sewer Capacity Lease Agreement	5,425	5,534	0	0	0	0%
Total Village Revenues	618,041	652,735	660,614	682,342	723,171	6%

WWTF Capital Reserve Plan				
Project or Equipment	FY13	FY14	FY15	Future
Arc Flash Analysis	14,490			
Utility Rate Study	11,666			
Control Building - Instrumentation Upgrades	15,000			
Digester Cleaning	100,000			
Server and SCADA software/network upgrades	75,000			
RAS Pumps (not presently in project)	100,000			
CoGen CHP design and construction	50,000		725,000	
Blower VFD (may not apply)		50,000		
Front End Loader			50,000	
Short Term Interest	31,500	31,500		
Contingency	13,000	17,000		
ARRA Stimulus Loan Payback	2,457	2,457	2,457	39,312
Capital reserve annual expense	413,113	100,957	777,457	39,312

WWTF Capital Reserve Funding and Fund Balance				
Beginning Fund Balance	324,723	61,610	130,653	(456,804)
Planned Spending	(413,113)	(100,957)	(777,457)	(39,312)
ARRA Grant				
ARRA Loan				
Transfer in From WWTF Operating Budget	150,000	170,000	190,000	210,000
Projected Ending Fund Balance	61,610	130,653	(456,804)	(286,116)

*Does not include WWTF Refurbishment Project costs or revenues

** CoGen may be eligible for inclusion in Refurbishment Project

Rolling Stock Fund

DEPT	VEHICLE	MAKE	YEAR	REPLACE VALUE	TRADE VALUE	IN VALUE	FY13	FY14	FY15	FY16	FY17	FY18
STREET	4WD PICK UP	CHEVY SILVERADO	2009	35,000	10,000	25,000					33,046	
STREET	PICKUP	GMC SONOMA	2001	30,000	1,000	29,000		31,764				
STREET	DUMPTRUCK - DIESEL	INTERNATIONAL	2000	145,000	20,000	125,000	138,445					
STREET	DUMPTRUCK - DIESEL	INTERNATIONAL	2002	145,000	20,000	125,000			148,095			
STREET	DUMPTRUCK - DIESEL	INTERNATIONAL	2012	145,000	20,000	125,000						
STREET	JETTER VAC TRUCK	VAC-ON	2010	75,000	15,000	60,000						
STREET	LOADER	JOHN DEERE	2001	105,000	25,000	80,000		93,178				
STREET	SIDEWALK PLOW	HOLDER	2004	125,000	5,000	120,000			144,257			
STREET	SKID STEER SIDEWALK PLOW	CAT	2001	45,000	5,000	40,000						
STREET	SIDEWALK PLOW	BELOS	2008	125,000	4,000	121,000						
STREET	ROLLER	ROSCOE	1979	15,000								
STREET	PICKUP 4WD 1 TON	CHEVY SILVERADO	2011	31,000	10,000	21,000						
STREET	4WD PICKUP	CHEVY SILVERADO	2011	31,000	10,000	21,000						
STREET	COMPRESSOR	SULLAIR	1992	17,000	0	17,000					20,908	
STREET	DUMP TRUCK - not replacing	INTERNATIONAL	2000	135,000								
STREET	SWEEPER	JOHNSTON	2000	225,000	10,000	215,000	235,864					
STREET	TRAILER MOUNTED BOOM LIFT			25,000	7,000	18,000						
STREET	SIDEWALK PLOW/MINI LOADER	WACKER						58,000				
FIRE	PICKUP 8U61	GMC	2004	40,000	3,500	36,500					45,695	
FIRE	1250 PUMPER 8E21	E-ONE	1997	400,000	50,000	350,000						540,982
FIRE	LADDER 8L21	PIERCE LANCE	1991	620,000	80,000	540,000	850,000					
FIRE	COMBINATION RESCUE/PUMPER	KME PREATOR	2008	442,202	50,000	392,202						
TOTAL				2,956,202		1,224,309	182,943	148,095	144,257	99,648	540,982	

Rolling Stock Fund Funding and Fund Balance

Beginning Cash Balance	618,013	13,898	24,594	81,143	179,200	282,521
Fire Rescue/Pumper Loan Repayment	(22,440)					
Payment of Note for Ladder Truck	(53,275)	(52,620)	(51,965)	(51,310)	(50,655)	
Payment of Note for Sweeper	(27,715)	(27,365)	(27,016)	0	0	
Planned Spending (Purchase plus loan payment)	(1,327,739)	(262,928)	(227,076)	(195,567)	(150,303)	(540,982)
General Fund Contribution	163,624	173,624	183,624	193,624	203,624	213,624
Sale of ladder 8L21	80,000					
Additional Half Penny on the tax rate to fund fire truck	50,000	50,000	50,000	50,000	50,000	
Note for Sweeper	80,000					
Note for Ladder Truck	250,000					
Town Contribution for Ladder Truck	100,000	50,000	50,000	50,000	50,000	
Ending Balance	13,898	24,594	81,143	179,200	282,521	(44,838)



MEMORANDUM

TO: Village Trustees *LM*
FROM : Lauren Morriseau, Finance Director and Susan McNamara-Hill, Clerk/Treasurer, Co-Acting Managers
DATE : February 12, 2013
SUBJECT: FY14 Budget Adoption

Staff recommends the Board of Trustees make the following motion regarding the FY14 Budgets as developed by the Village Department Heads and as modified by the Trustees:

The Board of Trustees hereby adopts the FY14 Operating Budgets and Capital Budgets as follows:

- General Fund \$3,358,713
- Water Fund \$3,084,803
- Sanitation Fund \$453,545
- Wastewater Fund \$1,729,910

- Rolling Stock Fund \$262,928
- Water Capital \$60,555
- Sanitation Capital \$111,874
- Wastewater Treatment Capital \$100,957

The adoption of the Capital Reserve Plan will have to wait until the Comprehensive Plan is readopted on February 26, 2013.



DRAFT

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

P: 802-878-6944

F: 802-878-6946

E: admin@essexjunction.org

February 12, 2013

Allen Karnatz, Champlain Valley Co-Director
Vermont Land Trust
P.O. Box 850
Richmond, VT 05477

Dear Mr. Karnatz:

On behalf of the Essex Junction Trustees, it is with great pleasure that I write to support the Vermont Land Trust's (VLT) offer to purchase the easements of the Whitcomb Farm in Essex Junction for the purpose of permanently sustaining the property for conservation and agricultural purposes. We understand that the easement will be held jointly by the Vermont Housing and Conservation Board (VHCB) and the Vermont Agency of Agriculture, and that conservation restrictions for the property will be monitored and enforced by the VLT.

Essex Junction is one of the most densely developed communities in Chittenden County, which provides little opportunity for our residents to experience open spaces preserved either as native wilderness or farmland. Over the years, the Whitcomb family has maintained their property as working farmland and has generously allowed Village residents access to the land for recreational and educational purposes. Additionally, the Whitcombs have also allowed the Essex Junction wastewater treatment plant to apply sanitized bio-solids to the soils on a portion of their property.

The Whitcomb farm is the last remaining significant property within the Village that is zoned for agricultural purposes and native habitat preservation. The Essex Junction government would very much like to continue the current zoning of the property. We value the Whitcomb property not only for its contribution to the state's agricultural economy, but as a recreational and educational resource for our citizens. Having the farm's easement held jointly by the VHCB and the VT Agency of Agriculture, and monitored by the VLT, will ensure that this important property will continue to play a vital role in our community's rich diversity.

Best Regards,

George Tyler, President
Essex Junction Board of Trustees



Vermont Land Trust

CONSERVING LAND FOR THE FUTURE OF VERMONT

Memo

To: Essex Village Trustees
From: Allen Karnatz – Champlain Valley Co-Director
Date: January 18, 2013
Re: Whitcomb farm conservation project

Vermont Land Trust is working with the Whitcomb family to permanently conserve their property along the Winooski River in Essex Village. This means a conservation easement will be part of their deed that restricts certain uses. The easement will be jointly held by the Vermont Housing and Conservation Board (VHCB) and the VT Agency of Agriculture and it will be monitored and enforced by VLT.

One of the attachments summarizes the easement. The primary restrictions are: no further subdivision or commercial or residential development, no removal of topsoil or mining activities and no new easements or rights-of-way are allowed without VLT approval. In addition, all farming practices must be in compliance with USDA soil erosion policies. New farm buildings are allowed and all typical farming practices may continue. It is also hoped that the easement will help maintain significant wildlife habitat, the rich bottomland soils and an important agricultural resource for generations to come. The Whitcombs will still own the property and they will continue to pay the annual property taxes.

Because of its size and annual funding constraints, the Whitcomb project is being split into two phases. Phase one includes 270 acres to the north and phase two comprises 137 acres to the south. It is hoped that the first phase will be completed before the end of the year. Based on funding availability, phase two will be completed in late 2014 or early 2015. The Whitcombs main dairy facility is in Williston but that property is not part of this project.

All purchases of conservation easements are based on independent appraisals. Appraisals have been completed for both phases and the Whitcombs have tentatively agreed to sell an easement for less than the full appraised value on both portions. Even with this generous donation and the phasing of the project, raising enough money to properly compensate the Whitcombs will be a challenge. There are state and federal grants to purchase easements on farmland but because of the high value of land in Essex they will not be enough to cover the amount need to compensate the Whitcombs. Therefore, VLT is in the early stages of a local fundraising campaign to raise the needed funds. Local funding, either through private donations or other public sources, also helps to leverage the state and federal grants. It is expected that approximately \$100,000 will be needed from local fundraising.

The Whitcomb farm is an important contributor to the local economy and the open land is a unique feature in such a densely settled area. The Whitcombs go out of their way to be good neighbors and good ambassadors for agriculture. They apply all of Essex Junction's bio-solids and they allow some public use. They recently purchased a new injection system so they plan to apply bio-solids for many more years. Conserving the farm will ensure that the land will remain available for farming and it will assist the transition to the next generation.

**Village of Essex Junction
Job Classification Description**

DRAFT

VILLAGE MANAGER

GRADE 13

BASIC FUNCTION

To manage and administer all functions, services and activities of Village government, in accordance with the provisions of the Village Charter, state law and under the policy direction of the Village Board of Trustees.

CHARACTERISTIC DUTIES & RESPONSIBILITIES

> Primary

Appoint and, when deemed necessary for the good of the service, suspend or remove all Village employees, and other employees provided for by or under this charter for cause, except as otherwise provided by law, this charter or personnel rules adopted pursuant to this charter. The Village Manager may authorize any employee who is subject to his/her direction and supervision to exercise these powers with respect to subordinates in that employee's department, office or agency.

The Village Manager shall direct and supervise the administration of all departments, offices and agencies of the Village, except as otherwise provided by the Village charter or by law.

The Village Manager shall attend all Trustees meetings and shall have the right to take part in discussion and make recommendations but may not vote.

The Village Manager shall see that all laws, provisions of the Village charter and acts of the Trustees, subject to enforcement by him/her or by officers subject to his/her direction and supervision, are faithfully executed.

The Village Manager shall prepare and submit the annual budget and capital program to the Trustees.

The Village Manager shall submit to the Trustees and make available to the public a complete report on the finances and administrative activities of the Village as of the end of each fiscal year.

The Village Manager shall make such other reports as the Trustees may require concerning the operations of Village departments, offices and agencies subject to his/her direction and supervision.

The Village Manager shall keep the Trustees fully advised as to the financial condition and future needs of the Village and make such recommendations to the Trustees

concerning the affairs of the Village as he/she deems desirable.

The Village Manager or his/her designee shall perform the duties of zoning administrative officer.

The Village Manager shall be responsible for the enforcement of all Village ordinances and laws.

The Village Manager may when advisable or proper delegate to subordinate officers and employees of the Village any duties conferred upon him/her by this charter, the Vermont statutes or the Trustees.

The Village Manager shall annually appoint, subject to the Trustees approval, the Village treasurer/tax collector, Village clerk, Village attorney, **Village fire chief** and Village engineering consultant.

The Village Manager shall perform such other duties as are specified in the Village charter, state law, or as may be required by the Trustees.

- ▶ Exercise full supervisory authority directly over all Village department heads and administrative office personnel, and indirectly over approximately 20 Village employees. Plan and conduct training programs and staff meetings. Confer regularly with department heads and staff to plan and coordinate activities, assign and review work, assist with difficult or unusual tasks, resolve problems and the like.
- ▶ Serve as a principal Village liaison in conjunction with a member of the Board of Trustees to community groups, residents, government agencies, other municipalities, contractors, consultants, attorneys, media and others outside Village government.
- ▶ Demonstrate commitment to the Village of Essex Junction's mission and values as determined by residents and the Village's various boards and commissions.

SUPERVISION RECEIVED

In all matters, the Village Manager shall be subject to the direction and supervision of the Trustees and shall hold office at the will of the Trustees.

SUPERVISION EXERCISED

Administrative and functional supervision, direct and indirect, of all Village employees.

KNOWLEDGE, SKILLS & ABILITIES

- ▶ Master's degree in public administration, business administration or other appropriate discipline, plus 4 to 6 years of relevant technical and administrative experience, or a combination of education and experience from which comparable knowledge and skills are acquired.
- ▶ Broad base of technical knowledge and skills related to municipal government operations, including public works, community relations, relevant state and federal

law, development grants and so forth. Strong technical knowledge and skills related to budget and personnel management. Relevant experience with computer, i.e., email, word processing, etc.

- ▶ Excellent planning, organizational, administrative, personnel and budget management skills.
- ▶ Excellent writing, research, analytical, and general problem-solving skills. Relevant experience in developing policies and procedures, and in interpreting complex laws and regulations.
- ▶ Demonstrated ability to deal effectively with, and represent the Village to, a wide range of individuals and groups outside Village government, as well as Village officials and personnel, frequently regarding highly sensitive and/or controversial matters. Good general public relations, negotiating and coordinating skills.
- ▶ Demonstrated ability to conduct construction and other field site inspections.
- ▶ Ability to travel to meetings in other parts of the state.
- ▶ Demonstrated ability to build teams that efficiently serve the public and are effective at implementing the Trustees' policies.

DISCLAIMER: The above information is intended to describe the general nature of this position and is not to be considered a complete statement of duties, responsibilities and requirements.

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that I have received this job description. I understand the job to which I am assigned and acknowledge that I can perform the primary duties and responsibilities of the position. I further understand that management has the right to assign job duties and may update the job description from time to time.

Name: _____

Signature: _____

Date: _____

DRAFT

Village of Essex Junction Job Classification Description

VILLAGE MANAGER

GRADE 13

BASIC FUNCTION

To manage and administer all functions, services and activities of Village government, in accordance with the provisions of the Village Charter, state law and under the policy direction of the Village Board of Trustees.

CHARACTERISTIC DUTIES & RESPONSIBILITIES

~~>Primary<~~

Appoint and, when deemed necessary for the good of the service, suspend or remove all Village employees, and other employees provided for by or under this charter for cause, except as otherwise provided by law, this charter or personnel rules adopted pursuant to this charter. The Village Manager may authorize any employee who is subject to his/her direction and supervision to exercise these powers with respect to subordinates in that employee's department, office or agency.

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The Village Manager shall keep the Trustees fully advised as to the financial condition and future needs of the Village and make such recommendations to the Trustees concerning the affairs of the Village as he/she deems desirable.

The Village Manager or his/her designee shall perform the duties of zoning administrative officer.

The Village Manager shall be responsible for the enforcement of all Village ordinances and laws.

The Village Manager may when advisable or proper delegate to subordinate officers and employees of the Village any duties conferred upon him/her by this charter, the Vermont statutes or the Trustees.

The Village Manager shall annually appoint, subject to the Trustees approval, the Village treasurer/tax collector, Village clerk, Village attorney, and Village engineering consultant.

The Village Manager shall perform such other duties as are specified in the Village charter, state law, or as may be required by the Trustees.

- ▶ ~~Plan, implement, oversee/administer, coordinate, monitor, and evaluate the specific functions, services, and operating systems of Village government. Develop and modify facilities/services/systems, in accordance with Village needs and resources, and state and federal laws and regulations.~~
- ▶ Exercise full supervisory authority directly over all Village department heads and administrative office personnel, and indirectly over approximately 20 Village employees. Plan and conduct training programs and staff meetings. Confer regularly with department heads and staff to plan and coordinate activities, assign and review work, assist with difficult or unusual tasks, resolve problems and the like.
- ▶ ~~Monitor all Village functions, projects and operations regularly, and deal with a variety of problems that arise on a daily basis.~~
- ▶ ~~Coordinate/carry out the preparation and administration of the annual Village operating and capital budgets.~~
- ▶ ~~Coordinate/carry out all central personnel management functions, including recruitment and hiring, benefits, wage and salary administration, employee relations and appeals, records, and policies and procedures.~~
- ▶ ~~Plan, oversee and coordinate various capital improvement projects.~~
- ▶ ~~Oversee all community development functions and activities, including preparation of grant applications and grant administration.~~
- ▶ ~~Research, develop, draft, recommend, rewrite, implement, and enforce a wide range of Village operating policies and procedures.~~

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Village Manager (continued)

- ▶ ~~Attend all Board of Trustees' meetings, present various plans, proposals and issues to the Board for review, and perform a wide range of liaison functions with the Board.~~
- ▶ ~~Coordinate legal review of cases and policies/procedures with the Village's legal counsel.~~
- ▶ ~~Confer regularly with Village officials, department heads and personnel to plan, coordinate and evaluate activities/projects/policies/systems, exchange information, explain and interpret policies and procedures, investigate and resolve problems, hear complaints and the like. Serve on and/or head a variety of Village committees.~~
- ▶ Serve as a principal Village liaison with the media in conjunction with a member of the Board of Trustees, to community groups, residents, government agencies, other municipalities, contractors, consultants, attorneys, media and others outside Village government.
- ▶ ~~Keep abreast of, and appraise Village officials regarding the implications of, a wide range of technical and legal developments affecting Village government.~~

Demonstrate commitment to the Village of Essex Junction's mission and values as determined by residents and the Village's various boards and commissions.

SUPERVISION RECEIVED

General policy direction is received from the Village Board of Trustees. In all matters, the Village Manager shall be subject to the direction and supervision of the Trustees and shall hold office at the will of the Trustees.

SUPERVISION EXERCISED

Administrative and functional supervision, direct and indirect, of all Village employees.

QUALIFICATIONS KNOWLEDGE, SKILLS & ABILITIES

- ▶ Master's degree in public administration, business administration or other appropriate discipline, plus 4 to 6 years of relevant technical and administrative experience, or a combination of education and experience from which comparable knowledge and skills are acquired.
- ▶ Broad base of technical knowledge and skills related to municipal government operations, including public works, community relations, relevant state and federal law, development grants and so forth. Strong technical knowledge and skills related to budget and personnel management. Relevant experience with computer, i.e., email, word processing, etc.
- ▶ Excellent planning, organizational, administrative, personnel and budget management skills.

- ▶ Excellent writing, research, analytical, and general problem-solving skills. Relevant experience in developing policies and procedures, and in interpreting complex laws and regulations.

Village Manager (continued)

- ▶ **ADemonstrated** ability to deal effectively with, and represent the Village to, a wide range of individuals and groups outside Village government, as well as Village officials and personnel, frequently regarding highly sensitive and/or controversial matters. Good general public relations, negotiating and coordinating skills.
- ▶ **ADemonstrated** ability to conduct construction and other field site inspections.
- ▶ Ability to travel to meetings in other parts of the state.
- ▶ **ADemonstrated** ability to build teams that efficiently serve the ~~customer~~ public and are effective at implementing the Trustees' policies.

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Name: _____

Signature: _____

Date: _____

DRAFT

Core Values for New Manager

In addition to proposed charter changes and amendments to the manager's job description, the Trustees also agreed upon two core values that must be incorporated into any decision for hiring a new Village manager or having a shared management office with Essex Town.

I. Continue Focus on Downtown Improvements

The Village government intends to continue with the recent trend of active, aggressive infrastructure improvement of the Village downtown core area. The projects that have been successfully initiated in recent years required the joint efforts of the development director and manager fostering relationships with property owners and developers, state and regional planning agencies, railroad representatives, and banks. During the present interim manager period, while the Trustees and Selectboard explore possible realignment of the managers' roles within the two governments, the Village development director has taken full responsibility for the Village's development efforts. The Trustees recognize that this arrangement is temporary, and that any resolution of the management issue, whether in conjunction with the Town or not, must provide the necessary personnel resources for sustaining the Village's recent development efforts.

II. Shared Responsibility for Appointing New Manager

Within any agreement for a shared management office, the Village Trustees and Staff must have the same authority and opportunity as their counterparts in the Town government in the selection of a co-manager. A shared manager would be required to perform his or her duties within the Village government according to the principles and requirements of the Village Charter, Village policy, and Village manager's job description.



MEMO

TO: Village Trustees
FROM: Rick Jones, Public Works Superintendent *RJ*
THROUGH: Susan McNamara-Hill and Lauren Morrisseau, Interim Co-Managers *SM* *LM*
DATE: February 1, 2013
SUBJECT: Bike Path Fence Bid Award

The Village of Essex Junction advertised for bids for replacement of the bike path fence on Main Street near the Fairview Farm Association pool. The following bids were received on 1/30/13:

<u>Company</u>	<u>Bid Price</u>
Hawk Creek Fence LLC, Ferrisburgh	\$ 5,987.00
F.E. Hart Fence Co. Inc., Williston	\$ 8,213.00
Middlebury Fence Co., New Haven	\$ 10,367.20
Vermont Recreational Fencing, Inc., Barnet	\$ 10,552.00

The budgeted amount is \$16,500. The lowest bidder did not meet the specifications; therefore, staff recommends that the Trustees award the bike path fence bid to the next lowest bidder, F.E. Hart Fence Co. Inc.

WARNING
VILLAGE OF ESSEX JUNCTION ANNUAL MEETING
APRIL 3 & 9, 2013

The legal voters of the Village of Essex Junction are hereby notified and warned to meet at the Essex Community Educational Center on Educational Drive in the Village of Essex Junction on Wednesday, April 3, 2013 at 7:00 PM to act upon any of the following articles not involving voting by Australian ballot, said meeting to be adjourned to reconvene at the Essex Community Educational Center, on Tuesday, April 9, 2013 to vote for Village officers and transact any business involving voting by Australian ballot, said voting by Australian ballot to begin at 7:00 AM and close at 7:00 PM.

ARTICLE 1. Shall the voters act upon the report of the auditor?

ARTICLE 2. Shall the voters approve an annual General Fund Budget in the amount of \$3,358,713 for fiscal year July 1, 2013 to June 30, 2014, \$2,820,463 of which is to be levied in taxes against the Village Grand List?

ARTICLE 3. Shall the voters approve a donation of up to \$10,000 from the Land Acquisition Fund to Vermont Land Trust to be used for the Whitcomb Farm Conservation Project?

ARTICLE 4. Shall the voters approve holding the 2014 Annual Meeting on Wednesday, April 2, 2014 to act upon any articles not involving voting by Australian ballot and to reconvene on Tuesday, April 8, 2014 to vote for the Village officers and transact any business involving voting by Australian ballot?

ARTICLE 5. To transact any other business that may lawfully come before the meeting?

BALLOT QUESTIONS

ARTICLE 6. To elect Village officers required by law including: Moderator (one year term); one Village Trustee (three year term); two Library Trustees (one five year term and one three year term)?

ARTICLE 7. Shall the voters approve the following amendments to the Charter: (new language is underlined, language to be deleted is in brackets [])

Section 2.04. Prohibitions.

...
c) Interference with Administration. Except for the purpose of evaluating the manager's performance, or for the purpose of inquiries and investigations under section 2.06, the Trustees or its members shall deal with Village officers and employees who are subject to the direction and supervision of the manager solely through the manager, and neither the Trustees nor its members shall give orders to any such officer or employee, either publicly or privately.

Section 4.01. Appointment; Qualifications; Compensation; Removal. The Trustees shall appoint a Village manager for an indefinite term and fix his compensation. The manager shall be appointed solely on the basis of his executive and administrative qualifications in accordance with the Vermont statutes. In all matters, the Village manager shall be subject to the direction and supervision of the Trustees and shall hold office at the will of the Trustees.

Section 4.02. Powers and Duties of the Village Manager. ...

...
(13) The manager shall annually appoint, subject to the Trustees approval, the Village

consultant.

...

Section 4.03. [Removal] Hearing Process.

a) The Trustees may remove the manager from office for cause in accordance with the following procedures: . . .

Dated this 26th day of February, 2013

VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES

By:

George A. Tyler, President

Dan Kerin, Vice President

Lori Houghton, Trustee

Andrew Brown, Trustee

Elaine Sopchak, Trustee

ATTEST:

Susan McNamara-Hill, Village Clerk

DRAFT



MEMORANDUM

TO: Essex Junction Trustees & Department Heads
FROM: Lauren Morrissette and Susan McNamara-Hill, Co-Acting Managers
DATE: February 12, 2013
SUBJECT: Trustees Meeting Schedule

TRUSTEES MEETING SCHEDULE/EVENTS

Feb. 26 at 6:00 – Board of Abatement Meeting

Feb. 26 at 6:30 – Regular Trustees Meeting

- Presentation on FY 12 Audit by Auditor
- 1st Public Hearing on Charter changes
- Public Hearing to readopt Village Municipal Plan
- Update from Heart and Soul of Essex
- Annual Meeting Preparation/Adopt Warning for Annual Meeting
- Discuss semi-annual meeting with Prudential Committee

March 12 at 6:30 – Regular Trustees Meeting

- Update on Crescent Connector from Dubois & King Engineers
- Building Health Communities Committee
- Homeshare VT
- WWTF Project Update by Jim Jutras
- Annual Meeting preparation

March 26 at 6:30 – Regular Trustees Meeting

- 2nd Public Hearing on Charter changes
- Annual Meeting preparation

April 3 at 6 PM – Community Supper

April 3 at 7:00 – Annual Meeting

April 9 – 7 AM to 7 PM Australian Ballot Voting

April 9 at 6:30 – Regular Trustees Meeting – cancel/reschedule?

April 23 at 6:30 – Regular Trustees Meeting

- Board elections
- Village tree committee

Pending Items:

Volunteer Policies

Social Media Policy and Communications Policy on use of iPads [Staff Draft Needed]

Village of Essex Junction
Notice of Board of Civil Authority Meeting
February 26, 2013
6:00 P.M.

The Village of Essex Junction Board of Civil Authority will meet as the Board of Abatement on Tuesday, February 26, 2013 at 6:00 p.m. in the meeting room at Lincoln Hall, 2 Lincoln Street, Essex Junction.

The purpose of the meeting will be to consider requests for tax abatement.



Susan McNamara-Hill
Village Clerk

Tax Abatements:

1. New England Telephone Company c/o Fairpoint
Communications: 9 Lincoln Street
2. Aaron Fournier: 2 Hiawatha Avenue

**VILLAGE OF ESSEX JUNCTION
PLANNING COMMISSION
MINUTES OF MEETING
January 17, 2013**

MEMBERS PRESENT: Liza Kilcoyne (Chairwoman); Diane Clemens, Nick Meyer, Aaron Martin. (David Nistico, John Alden, and Andrew Boutin were absent.)

ADMINISTRATION: Robin Pierce, Development Director.

OTHERS PRESENT: Chantal Beliveau, Brett Grabwoski, Greg Rabideau, David Robideau, Peter Cottrell, Patricia Cottrell, Michael Flaherty.

- AGENDA:**
1. Call to Order
 2. Audience for Visitors
 3. Additions/Amendments to the Agenda
 4. Approval of Minutes
 5. Public Meeting
 - Site Plan, Parish Hall, 4 Prospect Street, Holy Family Church
 6. Other Planning Commission Items
 7. Adjournment
-

1. CALL TO ORDER

Chairwoman Liza Kilcoyne called the meeting to order at 6 PM.

2. AUDIENCE FOR VISITORS

Greg Rabideau re: Proposed Development at 4 Pearl Street

Greg Rabideau briefly reviewed a proposal to replace the former bank building on the corner of Pearl Street and Park Street with a mixed use structure (an application for the development has not yet been submitted). The parcel is approximately one acre in size. The proposed building will wrap around the corner and have underground parking, first floor retail/commercial space, and rental apartments above. There will be sidewalk and landscaping to create a meaningful streetscape. The project may be the catalyst to discontinue Park Terrace as a through road though this is not part of the proposal. The property owner is willing to work with the village on the matter. The curb cut on the Route 15 (Pearl Street) side of the property will be closed.

Robin Pierce noted the village owns the right-of-way for Park Terrace and can decide to close the road at any time. Presently the road has two-way traffic flow on a portion and one-way traffic flow on another portion. People tend to use the street as a means to avoid Five Corners and do so at excessive speeds going the wrong way on the one way portion of the street creating a dangerous situation. The street could be closed to through traffic and used as a bike/pedestrian connection which will solve several problems in the area and create a nice village environment for the residential portion of the street.

Nick Meyer asked about lot coverage and parking. Greg Rabideau stated the lot coverage is nearly 100% with about 100 parking spaces for the 36 residential units that are

planned. There is 17,000 s.f. of retail/commercial space so it may be necessary to share a small percentage of parking. Nick Meyer mentioned the need for a green space buffer between the parcel and the adjacent lot on Route 15 along with landscaping by the retail/commercial portion of the building to make the site attractive to potential tenants. Greg Rabideau assured the development will be compliant with the regulations.

3. ADDITIONS/AMENDMENTS TO THE AGENDA

None.

4. APPROVAL OF MINUTES

January 3, 2013

MOTION by Diane Clemens, **SECOND** by Nick Meyer, to approve the minutes of 1/3/13 as presented. **VOTING: unanimous (4-0); motion carried.**

5. PUBLIC MEETING

Site Plan review to construct a 3,900 s.f. parish hall destroyed by fire with revised parking for Holy Family Church at 4 Prospect Street in the R-O/R-2 District by David Robideau, agent for Holy Family/St. Lawrence Charitable Trust, owner

David Robideau and Chantal Beliveau (Forcier Consulting Engineers) appeared on behalf of the application.

APPLICANT COMMENTS

David Robideau and Chantal Beliveau reviewed the project, highlighting the following:

- The former parish hall building located directly adjacent to Holy Family Church was destroyed by fire in 2011. The new building replaces the former building. The existing garage structure will be removed.
- The location for the new parish hall building is slightly farther away from the church, up on the hill and off the parking lot for better accessibility and to preserve the historic nature of the property and make the church the focal point. There will be views of Mount Mansfield from the parish hall building.
- The building will be served by new water service and the existing sewer service (sewer line is adjacent to the church). The water connection per the direction of the Fire Dept. is shown on the plan. The water system in the building will be upgraded. Sprinklers will be added. The water line that is currently in the parking lot will be extended to the new building.
- Some pavement will be added for accessibility and handicap parking. There will be a paved walkway from the church to the parish hall and ramps where necessary for access. The building will be fully accessible from the parking lot and the church. The building will have an inside elevator.
- Storm water mitigation includes a swale with crushed stone and vegetation by the building, pipes to catch and direct runoff from the building to proposed rain gardens (one in the middle of the parking lot and one in the front yard of the church). Plantings for the rain gardens are appropriate for Vermont rain gardens and will be colorful meadow plantings of a variety of flowers and grasses. The rain garden in the parking lot will capture building runoff and runoff from the top half of the parking lot. The rain garden on the church lawn

will capture remaining runoff. Storm water calculations show runoff from the site with the rain gardens is zero.

- Parking spaces in the parking lot will meet the standard requirements. The parking spaces will be perpendicular to the rain garden in the parking lot.
- The existing short sidewalk in the parking lot (installed by the school) will be extended to the parish hall. There is existing asphalt curbing along School Street that will remain in place.
- There are 12' high LED lights in the parking lot that will remain. One light will be relocated to where the original parish hall building stood to provide light for the handicap parking spaces in the upper parking lot. A lighting plan showing existing conditions is being done. Cut sheets on the type of light fixtures were submitted with the application.
- Cement fiberboard with vertical batten strips on the upper level of the new parish building is proposed. The lower level will be a thin stone veneer (if the budget allows). A steel metal roof is proposed. The color of the roof has not been finalized. The architects advised against having the building look like the church, but to have the building separate and distinct since the focal point on the parcel is to be the historic church. The intent of the location and design is to take advantage of views of Mount Mansfield so people can get a feel of Vermont when inside the building. Timber frame construction and native Vermont hardwood flooring will be used inside the building. The plan is to make the space welcoming and not feel institutional or like a classroom. Vertical clapboards were recommended to de-scale the building. The building was tucked into the hill so it would not stick out in the parking lot and to avoid removing mature trees on the site. The orientation is parallel to the south property line, not the church. The main entrance is visible from the parking lot.
- The property has many mature trees and is nicely landscaped. More plantings and some benches will be added by the mediation area.

There was discussion of the budget indicated for landscaping (\$23,000). The applicant clarified most of the money will be used for the rain gardens (plantings and excavation). The rain garden in the parking lot is approximately eight feet wide. Nick Meyer asked if the front end of the parking spaces will be marked to protect the rain garden. Chantal Beliveau said nothing is planned. Nick Meyer asked the distance from the parking lot to the front of the new building (approximately 20') and suggested lower height plantings in front of the building. The applicant will work with staff on landscaping items.

STAFF REPORT

The Planning Commission received a written staff report on the application, dated 1/17/13. Robin Pierce reported comments from the Village Engineer have been addressed except the lighting waiver requested by the applicant. The Village Engineer is concerned the existing lighting may not be to code and with the new parking lot configuration someone could drive into the rain garden. Staff will work with the applicant to ensure all requirements and standards are met with the application.

Chantal Beliveau explained the waiver request pertained to hiring an additional consultant to create a lighting plan of the existing fixtures which should be 'grandfathered' because no changes are proposed, but following further discussion the applicant is willing to hire a consultant to do the work and a lighting plan will be submitted.

PUBLIC COMMENT

Peter and Patricia Cottrell, Lincoln Street, spoke in favor of the proposal and the design of the building, noting there is a mix of architectural designs in the neighborhood and the landscaping on the church property is beautifully done and maintained. Mr. Cottrell said storm water runoff coming into his yard has been a problem in the past because the asphalt curb is in bad condition and should be fixed by the village. (David Robideau pointed out the storm water mitigation on the site will eliminate runoff down the parking lot driveway.) Peter and Patricia Cottrell stated the existing streetlights are very bright which is beneficial so having LED lighting will not be a problem.

There were no further comments.

MOTION by Liza Kilcoyne, SECOND by Nick Meyer, to close the public portion of the application by Holy Family Church. VOTING: unanimous (4-0); motion carried.

DELIBERATION/DECISION

Site Plan, Parish Hall, 4 Prospect Street, Holy Family Church

MOTION by Aaron Martin, SECOND by Liza Kilcoyne, to grant site plan approval to Holy Family Church, 4 Prospect Street, to construct a 3,900 s.f. parish hall with revised parking in the R-O/R-2 District and with the following recommendations:

1. All staff comments shall be addressed and satisfied prior to issuance of a permit.
2. All work shall comply with the Essex Junction Land Development Code.
3. The applicant shall work with staff on landscaping and plantings for the project.
4. The applicant shall work with staff on lighting levels in the parking lot in lieu of a waiver.

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

6. OTHER PLANNING COMMISSION ITEMS

Process for Village Plan

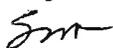
Staff reported an RFP is being prepared for a consultant to assist with the plan update.

7. ADJOURNMENT

MOTION by Liza Kilcoyne, SECOND by Nick Meyer, to adjourn the meeting. VOTING: unanimous (4-0); motion carried.

The meeting was adjourned at 7:14 PM.

Rcdg Scty: MERiordan



Village of Essex Junction
2013 Block Party Committee Meeting Minutes
January 28, 2013 at 3:30 PM

Present: Bridget Meyer, Sam Jackson, Joanie Maclay, Alayne Kelley, Darby Brazoski and Patty Benoit.

The 2013 block party and street dance will be held on Sat., 7/20/13 from 4-9 PM. The committee reviewed last year's block party and budget, and discussed what should be adjusted this year. If we have to tow any cars this year, it should be done by 1:15 as it was done too late last year. They felt the roaming railroad was excellent but the route may need to change. The lines for the bounce castle and face painting were bumping into each other so the site plan should be adjusted. And, the water in the dunk tank was too dirty because the fire hydrant had not been flushed so that will be added to the task list for the public works dept.

There were problems at the dunking booth last year, in terms of the dunking schedule and fundraising for the food shelf. We'll encourage them to get things back on track this year and ensure that the water problem will be corrected.

Last year's budget came in on target and the sponsorships came in a little over budget. We'll reach out to all businesses in March seeking their participation and sponsorship. We try not to conflict with the Memorial Day Parade Committee's fundraising efforts.

The group agreed that Mike Bushey gave us great service and a good price when we had to tow two cars last year (\$110) and we should stay with him. They felt that we should ask the face painters back as well as the balloon artist, but try to come up with something new to replace the henna designs. The roaming railroad has already approached us about returning and we asked them to hold the date pending the committee's approval today.

There was a proposal from Contois Music School to provide music, either for part or all of the block party. Dave Contois sent video clips of the band named "Listen Up", which is made up of 11-13 year olds and they would play for free at the block party. The committee felt they should play during the 4-6 PM time frame and not as the main event from 6-9 PM.

The committee would like to invite the X-Rays back as the main band because their music is so widely popular. We discussed the need to get people dancing and wondered if the heat has been a factor.

The committee would also like to ask the National Guard to return with the obstacle course and climbing tower. Last year, they could only provide the climbing tower so we had to get the obstacle course and bounce castle from Top Hat Entertainment (\$850). Because we'll be saving funds on the teen band and henna designs, it was proposed that we see what it would cost to get the Gladiator Joust again from Top Hat. We haven't had it the last four years and it was a very popular inflatable.

The meeting adjourned at 4:25 p.m. The next committee meeting will be Monday, 2/25/13 at 3:30 p.m.

Respectfully submitted,

Patty Benoit *Patty*

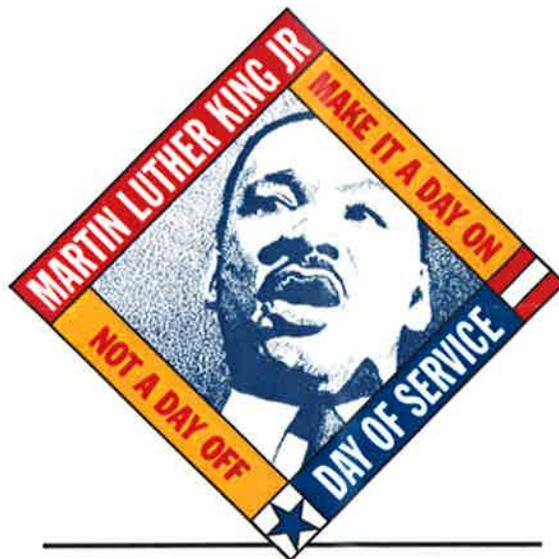
Dear Essex Junction,

RECEIVED

JAN 31 2013

Village of Essex Junction

Thank you for making our MLK Day of Service a great one!



essexCHIPS

Thank you so much for your monetary donation! We used it to purchase a beautifully designed cake for our community dinner, which was quickly devoured! We appreciate your help in making this year's MLK Day of Service & Community Dinner possible.

Amy + The MLK Planning Committee 2013



O'Leary-Burke Civil Associates, PLC

CIVIL ENGINEERING | REGULATORY AND PERMIT PREPARATION | LAND SURVEYING | CONSTRUCTION SERVICES | LAND USE PLANNING

January 31, 2013

Mrs. Stephanie Monaghan
Act 250 Coordinator
111 West Street
Essex, VT 05452

RECEIVED

FEB 01 2013

RE: 243/245 Pearl Street, Essex Jct., VT
Land Use Permit Application

Village of Essex Junction

Dear Stephanie:

We are writing on behalf of Franklin South, LLC (c/o Gabriel Handy), the owner/applicant of a 0.58 acre parcel of land off Pearl Street in Essex Jct., to request your review of the attached Land Use Permit Application.

The proposal is for a seventeen (17) unit apartment building along with associated infrastructure on the parcel. The parcel currently has two existing single family homes with detached garages that will be removed prior to construction. A 24' curb cut from Pearl Street will serve the project parking area. The project will be served by municipal water and sewer. The project has received local approval.

We are enclosing the following for your review and approval:

1. Application for Land Use Permit with Schedules and Attachments;
2. Schedule A with \$5,646.13 application fee;
3. One (1) set of project plans;

As the proposed area for re-development only comprises 0.21 acres of impervious area and all pertinent Agency letters & Permits are attached, we request consideration of this application being processed as a "Minor." If you have any questions, please call.

Sincerely,

Peter F. Heil, EI, CPESC

cc: Gabriel Handy
Z:\2011\2011-72\Act250\Act250-COVER-LETTER.doc

**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF MEETING
January 22, 2013**

BOARD OF TRUSTEES: George Tyler (Village President); Andrew Brown, Lori Houghton, Dan Kerin, Elaine Sopchak.
ADMINISTRATION: Lauren Morrisseau Co-Manager & Finance Director; Susan McNamara-Hill, Co-Manager & Village Clerk/Treasurer; Robin Pierce, Village Development Director.
OTHERS PRESENT: Mary Jo Engel, Wayne Elliott, Polly Whitcomb McEwing, Bob McEwing, Alex Wylie, Allen Karnatz, Sen. Ginny Lyons, Rep. Tim Jerman, Rep. Linda Waite-Simpson.

I. CALL TO ORDER and PLEDGE OF ALLEGIANCE

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

II. AGENDA ADDITIONS/CHANGES

Add: Executive Session - legal and personnel matters.

III. GUESTS AND PRESENTATION

1. Comments from Public on Items Not on Agenda

Robin Pierce, Village Development Director, briefed the Trustees on the following:

- A proposal for redevelopment of the former Peoples United Bank property at Five Corners on the corner of Pearl Street and Park Street with a four story building and underground parking is expected to be received. The building will have stores and offices on the first level and apartments on the upper levels. Access will be from Park Terrace off Park Street. The curb cut onto Pearl Street will be closed. Mr. Pierce mentioned considering closing the upper section of Park Terrace by School Street to eliminate traffic cutting through to avoid Five Corners and to create a pleasant residential street.
- Regional Planning is willing to provide 80% of \$10,000 funding for the bike/ped path study in the entire community (Town and Village) provided there is a 20% match (\$1,000 each from the Town and Village).

2. Discussion of 2013 Legislative Priorities with State Legislators: Senator Ginny Lyons, Representatives Tim Jerman and Linda Waite-Simpson

There was discussion of the legislative priorities for the Village as well as ongoing/proposed state initiatives. The legislators noted the following bills that will be or may be introduced:

- Allow charter amendments by towns unless legislators want discussion.
- Mirror federal statutes on gun control (require background checks and such).
- Keep Bldg. 617 in Essex for use by state and local police for training and to store confiscated weapons.
- Allow municipalities to introduce ordinances.

- Provide incentives for downtown development (most likely housing).
- Make it easier for developers to mitigate impacts, perhaps off site, when developing in areas designated for growth.
- Have a parcel flat fee, perhaps a different fee for commercial versus residential, to raise revenue to help communities with water quality and storm water mandates.
- Loan repayment program to help college graduates pay loans if they work in science technology, math, or engineering fields for a period of time.
- “Fee-bate” where the user pays more for a less fuel efficient vehicle based on fuel efficiency, mileage traveled, and weight of vehicle.
- Expand the number of Tax Incentive Finance (TIF) districts.

There was mention of the following:

- There is a significant shortfall in the state transportation fund.
- Testimony is being taken on gas prices around the state.
- There is a total of \$25 million in tax credits in Vermont.
- IBM has exceeded their energy efficiency goals and is now exporting their energy efficiency program around the state.
- Closing the Moretown landfill will leave only one operating landfill in the state and that landfill is privately owned. The issue of leachate from the Moretown landfill must be resolved before the landfill is closed.
- Public input is always helpful on proposed bills.

3. Presentation on Utility Rate Study by Wayne Elliott of Aldrich + Elliott Engineers
Wayne Elliott briefed the Trustees on the utility rate study highlighting the following:

- Work sessions were held to discuss various rate structures to develop suitable and equitable rates for water, sewer, and sanitation.
- Historical rate structures and fees were reviewed. Water and sewer bills which are paid twice a year are relatively inexpensive compared to other utilities that are paid on a monthly basis.
- Village water rate is \$18/month (statewide the rate is \$37.50). Sewer rate is \$27.50/month (statewide the rate is \$37.50). Residential is 84% of accounts and uses 63% of the water. Multi-family is 6% of accounts and uses 5.7% of the water. Commercial is 13.7% of accounts and uses 27% of the water.
- Half the cost of the water budget is incurred by the Village before even buying water wholesale.
- The study looked at various alternatives for rate structure. The preferred approach is a base rate (fixed charge) with residential equal to 1.0 EU (equivalent unit) and nonresidential converted to EUs based on 120 gpd per EU and a usage fee.
- The proposed rate structure is:
 - Base charge of 50% of Water budget, 75% of Sanitation budget, and 65% of Village portion of Wastewater Treatment budget.
 - Usage charge based on 50% of water budget, 25% of Sanitation budget and 35% of Village portion of Wastewater Treatment budget
 - Bills to be sent out quarterly.
- Impact on a lower user with the change in rate structure (comparing actual FY13 to FY13 under new rate structure) would be an increase from \$203.44 per year to

\$301.80 per year. Average users would remain at about \$406 per year (state average is about \$900). Nonresidential low users will see more of an increase.

- The improvements to the treatment plant will impact sanitation rates, but the rate increase is phased over five years.
- The Village should charge fees for private fire hydrants, sprinklers, allocation and connection/disconnection, and inspections.
- Next steps include continued education of the public on the rate structure, questions and answers on the website, finalizing changes to the water and sewer fee, setting the rate once the budgets are finalized.

There was discussion of low users in the Village (25% of accounts are below the minimum). The increase in the amount due is an upward adjustment in the base rate to cover fixed costs. It is recognized that the increase is a negative incentive to conserve. Andrew Brown suggested using a block rate. Wayne Elliott explained the rate change is for equitable distribution of fixed costs (infrastructure) which must be covered much like a town must maintain their fire department regardless of the number of responses. The Trustees acknowledged the increases will be difficult for people, but infrastructure costs must be covered.

Wayne Elliott will post Q&A and the presentation on the rate structure study on the website. George Tyler and Elaine Sopchak will draft a press release. Information will be included in the Village newsletter and appended to the next treatment plant update.

IV. OLD BUSINESS

1. Adopt 2013 Legislative Priorities

MOTION by George Tyler, SECOND by Andrew Brown, to adopt the Essex Junction Trustees Legislative Priorities for 2013 with the change in wording to “Support the Business Community” under ongoing initiatives. VOTING: unanimous (5-0); motion carried.

2. Discussion/Action on Water/Sewer Rate Structure

MOTION by Dan Kerin, SECOND by Lori Houghton, to approve the amended water/sewer/sanitation rate structure as presented by Wayne Elliott of Aldrich Elliott Engineers on 1/22/13. VOTING: 4 ayes, one nay (Andrew Brown); motion carried.

3. Discuss Village Charter Amendments

Amendments to Article II, Section 2.04 (relative to the Board of Trustees evaluating the manager’s performance) and Article IV, Sections 4.01, .02, and 4.03 (relative to the Village Manager) were reviewed.

MOTION by Dan Kerin, SECOND by Andrew Brown, to approve the warning for the charter amendments as described with the first hearing on February 26, 2013 and the second hearing on March 26, 2013 for the vote on April 9, 2013. VOTING: unanimous (5-0); motion carried.

4. Discuss Village Manager Job Description Amendments

The word “primary” was removed under “Characteristic Duties and Responsibilities”. The Trustees will take action on the core values at the next meeting. The core values for the new manager as guiding principles are acceptable. George Tyler will contact Linda Myers to schedule a joint meeting with the Trustees and Essex Selectboard.

V. NEW BUSINESS

1. Whitcomb Farm Conservation Project/Vermont Land Trust

Polly Whitcomb McEwing, Alex Wylie and Allen Karnatz (with Vermont Land Trust) explained the request for a letter of support endorsing the conservation of the Whitcomb Farm in the Village. Vermont Housing Conservation Board issues grants for conservation projects and requires support from the municipality for the project. The Whitcomb project has two phases. Forty acres will be excluded and used for farm housing. Twenty acres is leased for a solar array. Eight acres of special treatment area are also excluded from the project. There is a \$500,000 cap on funding. The shortfall is \$100,000. The Village is asked to contribute any amount possible.

MOTION by George Tyler, SECOND by Elaine Sopchak, to write a letter of support for the Vermont Land Trust for the Whitcomb Farm conservation project.

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

There was mention of using funds in the Land Acquisition Fund (\$100,000) to contribute toward the Whitcomb Farm project. Many villagers already use the land for hikes. Fundraising can also be done. The Trustees will discuss the specifics of financing and fundraising at the next meeting. Vermont Land Trust will provide additional budget information. The Village planning commission needs to be informed about the project as well.

VI. VILLAGE MANAGER’S REPORT

- Interim Co-Manager Susan McNamara-Hill mentioned that the regular Trustees meeting scheduled for April 9th falls on the same date as the Annual Election. George Tyler stated that normally the Trustees postpone or reschedule that meeting.

1. Meeting Schedule

- February 12, 2013 @ 6:30 – Regular Trustees Meeting
- February 26, 2013 @ 6:30 – Regular Trustees Meeting
- March 12 @ 6:30 – Regular Trustees Meeting
- March 26 @ 6:30 – Regular Trustees Meeting
- April 9 @ 6:30 – *Regular Trustees Meeting – to be postponed or rescheduled.*
- April 23 @ 6:30 – Regular Trustees Meeting

Special Meetings/Events:

- February 26 @ 6:00 – Board of Abatement
- April 3 @ 7 PM – Annual Village Meeting
- April 9 @ 7 AM – 7 PM – Australian Ballot Voting

VII. TRUSTEES COMMENTS/CONCERNS & READING FILE

1. Board Member Comments

- The resolution before the Trustees on gun control does not need to be signed because the bill in the legislature has been pulled.
- Per the memo from Robin Pierce on the crescent connector, dated 1/22/13, the agreed amount for the project is \$4.5 million (\$3,648,600 federal/\$851,400 state). The project is moving forward.
- The Trustees requested information on benefits received by having downtown designation.

2. Reading File

- ❖ Minutes
 - Planning Commission 1/3/13
- ❖ Information from Channel 17 on Call-In Program to Legislators
- ❖ Overview of State Designation Program Reform Part 1

VIII. CONSENT AGENDA & READING FILE

MOTION by Elaine Sopchak, SECOND by Dan Kerin, to approve the consent agenda as follows:

1. Approve Minutes of Previous Meetings (1/8/13, 1/10/13, 1/15/13)
2. Approve Warrants including Checks #10046415 through #10046497 totaling \$1,408,670.02.
3. Approve WWTF Refurbishment Engineering Contract Amendment #2.

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

IX. EXECUTIVE SESSION

MOTION by George Tyler, SECOND by Lori Houghton, to adjourn the regular meeting and convene Executive Session to discuss legal and personnel issues, and invite the co-managers to attend. VOTING: unanimous (5-0); motion carried.

MOTION was made and seconded to adjourn Executive Session and reconvene the regular meeting. VOTING: 5 ayes; motion carried.

Executive Session was adjourned and the regular meeting reconvened at 9:37 p.m.

MOTION by Dan Kerin, SECOND by Elaine Sopchak, to approve spending up to \$2,000 to have the Village Attorney file a Notice of Appearance in the appeals of the Phase 2 Stormwater Permit. VOTING: 5 ayes, motion carried.

ADJOURNMENT

MOTION was made and seconded to adjourn the meeting. VOTING: 5 ayes; motion carried.

The meeting was adjourned at 9:38 p.m.

RScty: M.E.Riordan 

Check Register Report

BL 1/25, 2/12 AND 2/14/13

Date: 02/08/2013

Time: 11:11 am

Page: 1

Village of Essex Junction

BANK:

Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
10046498	01/18/2013	Printed		0505	R.R CHARLEBOIS INC.	'13 FREIGHTLNR DIESEL DUMP-	110,528.00
10046499	01/25/2013	Printed		10290	ALDRICH + ELLIOT, PC	ENGINEERING-WWTF/SANI/WTR	92,078.38
10046500	01/25/2013	Printed		9788	COMCAST	CABLE TV-FIRE	13.15
10046501	01/25/2013	Printed		10453	GE CAPITAL C.O.RICOH USA	COPIER-WWTF	118.00
10046502	01/25/2013	Printed		24511	GRAINGER	ELECTRICAL SUPPLIES-WWTF/SANI	222.79
10046503	01/25/2013	Printed		0965	GREEN MOUNTAIN POWER CORP.	ELECTRICITY-VARIOUS	539.30
10046504	01/25/2013	Printed		9769	KEMIRA WATER SOLUTIONS	FERROUS CHLORIDE-WWTF	3,842.30
10046505	01/25/2013	Printed		1660	NORTHEAST DELTA DENTAL	DENTAL PREMIUM-ALL DEPTS	2,247.68
10046506	01/25/2013	Printed		9727	UNUM LIFE INSURANCE CO OF AMER	INS PREMIUM-ALL DEPTS	794.50
10046507	01/25/2013	Printed		9968	VISION SERVICE PLAN-CONNECTICU	INSURANCE PREM-ALL DEPTS	423.10
10046508	01/25/2013	Printed		2258	VTGFOA	WRKSHP REGISTRA-AD	50.00
10046509	01/25/2013	Printed		10519	WATERBURY AMBULANCE SERVICE	MEMORIAL DONATION-ADMIN	50.00
10046510	01/25/2013	Printed		1875	QUALITY BAKE SHOP	REFRESHMENTS FOR TRAINING-FIRE	47.94
10046511	02/12/2013	Printed		10508	ADVANCED DISPOSAL	GRIT REMOVAL-WWTF	95.69
10046512	02/12/2013	Printed		10290	ALDRICH + ELLIOT, PC	ENGINEERING-WWTF/SANI/WTR	54,852.92
10046514	02/12/2013	Printed		00382	AMAZON.COM CREDIT	CIRC MATERIALS-LIBRARY	579.74
10046515	02/12/2013	Printed		9337	AMERICAN LIBRARY ASSOC	CIRCULATION MATERIALS-LIBRARY	209.00
10046516	02/12/2013	Printed		9976	AVONDA AIR SYSTEMS, INC	HEATING SYSTEM MAINT-LIBRARY	352.00
10046517	02/12/2013	Printed		10521	BATTERY'S PLUS	BATTERY-STREET	264.84
10046519	02/12/2013	Printed		10249	BLUETARP FINANCIAL INC.	SUPPLIES-VARIOUS	240.60
10046520	02/12/2013	Printed		0239	BOND AUTO PARTS, INC.	SUPPLIES-STREET	46.75
10046521	02/12/2013	Printed		10520	BRILLIANCE AUDIO, INC.	CIRCULATION MATERIALS-LIBRARY	92.21
10046523	02/12/2013	Printed		0268	BRODART CO.	CIRCULATION MATERIALS-LIBRARY	1,116.28
10046524	02/12/2013	Printed		9515	C&H DISTRIBUTORS, LLC	HS PUMP STA STORAGE-SANIT	479.66
10046525	02/12/2013	Printed		0455	CANON SOLUTIONS AMERICA	COLOR COPIES-ADMIN	201.00
10046526	02/12/2013	Printed		0457	CARGILL, INC SALT DIVISION	DE-ICER SALT-STREET	3,283.62
10046528	02/12/2013	Printed		9743	CARQUEST AUTO PARTS	SUPPLIES-STREET/WWTF/SANI	300.53
10046529	02/12/2013	Printed		10518	CDW GOVERNMENT	CONF RM WALL MOUNT-ADMIN	333.98
10046530	02/12/2013	Printed		0461	CENTRAL BEVERAGE	NEWSPAPERS-LIBRARY	166.00
10046531	02/12/2013	Printed		9423	CENTRAL SERVICE TOWING & RECOV	CAR TOWING-STREET	80.00
10046532	02/12/2013	Printed		5000	PETER CHAMPAGNE	REFUND OF TAX OVERPAYMENT	611.87
10046533	02/12/2013	Printed		0503	CHAMPLAIN OIL COMPANY, INC.	VEHICLE FUEL-VARIOUS	4,524.43
10046534	02/12/2013	Printed		0525	CHITTENDEN SOLID WASTE DISTRIC	CSWD DIRECT FEES-WWTF	115.82
10046535	02/12/2013	Printed		0525	CHITTENDEN SOLID WASTE DISTRIC	TRASH DISPOSAL-CSWD GRANT	38.00
10046536	02/12/2013	Printed		10207	CHOICE CARE CARD	ADMIN FEE-VARIOUS	422.00
10046537	02/12/2013	Printed		9788	COMCAST	CABLE-STREET	62.29
10046538	02/12/2013	Printed		10505	DAVE A. CRAWFORD	CONSULTING FEE-WWTF/SANI	1,025.00
10046539	02/12/2013	Printed		10401	DE LAGE LANDEN FINANCIAL INC	COPIER LEASE-ADMIN	249.52
10046540	02/12/2013	Printed		0624	DEMCO, INC.	SUPPLIES-LIBRARY	71.95
10046541	02/12/2013	Printed		0644	DUBOIS & KING INC.	CRES CONNECTOR DESIGN-CAP R	43,321.84
10046542	02/12/2013	Printed		0700	EAST COAST PRINTERS	LOGO APPLIED-STREET	15.00
10046543	02/12/2013	Printed		50041	EBSCO	CIRCULATION MATERIALS-LIBRARY	7,108.60
10046544	02/12/2013	Printed		0725	EMBLEM ENTERPRISES INC.	3" CIRCLE EMBLEMS-FIRE	298.16
10046545	02/12/2013	Printed		0780	ESSEX EQUIPMENT SALES	SUPPLIES-STREET	117.78
10046546	02/12/2013	Printed		0770	ESSEX JUNCTION SCHOOL DISTRICT	SCHOOL PORTION FY13 PILOT & CU	1,039.62
10046547	02/12/2013	Printed		0795	TOWN OF ESSEX	7 RECORDINGS -PLANNING	70.00
10046548	02/12/2013	Printed		0795	TOWN OF ESSEX	TOWN TAX PAYMENT	592.72
10046549	02/12/2013	Printed		0795	TOWN OF ESSEX	TOWN PORTION FY13 PILOT & CU	5,801.75

Check Register Report

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Date: 02/08/2013

Time: 11:11 am

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BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
10046550	02/12/2013	Printed		10011	FAIR POINT COMMUNICATIONS, INC.	PHONE-FIRE	28.58
10046551	02/12/2013	Printed		0798	HOWARD P. FAIRFIELD, LLC	CAMERA FOR TRK-STREET	304.29
10046552	02/12/2013	Printed		0751	FISHER AUTO PARTS	SUPPLIES-STREET	184.63
10046553	02/12/2013	Printed		0838	FLEX-A-SEAL, INC.	MICO GEN RECIRC-WWTF	50.00
10046554	02/12/2013	Printed		10226	G & K SERVICES	SHOP TOWELS-STREET	52.48
10046555	02/12/2013	Printed		0899	GAUTHIER TRUCKING CO., INC	XMS TREE REMVL-CSWD CU GRANT	600.00
10046556	02/12/2013	Printed		0957	GMWEA	TRAINING COURSES-WWTF	450.00
10046557	02/12/2013	Printed		0957	GMWEA	5 MEMBERSHIP RENEWALS-WWTF	175.00
10046558	02/12/2013	Printed		24511	GRAINGER	RELAY/FUSES-WWTF/SANI	114.85
10046560	02/12/2013	Printed		0965	GREEN MOUNTAIN POWER CORP.	ELECTRICITY-VARIOUS	2,924.17
10046561	02/12/2013	Printed		9958	GREEN MTN LIBRARY CONSORTIUM	2013 MEMBERSHIP-LIBRARY	1,495.94
10046562	02/12/2013	Printed		1010	HACH COMPANY	LAB SUPPLIES-WWTF	808.65
10046563	02/12/2013	Printed		1023	HALLAM ICS	WW SCADA ENG SVCS--WWTF	1,147.60
10046564	02/12/2013	Printed		1035	DONALD L. HAMLIN	ENG SVS -PASS THRU BILL	571.75
10046565	02/12/2013	Printed		1031	HANNAFORD BROTHERS CO.	LAB WATER-WWTF	46.44
10046566	02/12/2013	Printed		1093	HOLLAND CO., INC.	SODIUM BISUFLITE-WWTF	7,206.00
10046567	02/12/2013	Printed		9625	INGRAM LIBRARY SERVICES	CIRCULATION MATERIALS-LIBRARY	15.31
10046568	02/12/2013	Printed		1180	IROQUOIS MANUFACTURING CO. INC	TRUCK COVER-STREET	181.94
10046569	02/12/2013	Printed		10522	KAMLA KAUSHAL	DUP PAID WATER BILL REFUND	106.81
10046570	02/12/2013	Printed		9769	KEMIRA WATER SOLUTIONS	SODIUM ALUMINATE-WWTF	7,061.50
10046571	02/12/2013	Printed		12618	KNOX COMPANY	LOCK-FIRE	418.00
10046572	02/12/2013	Printed		10205	LAKEVIEW CONTRACTING INC	CONTROL ROOF REPAIR-WWTF	406.50
10046573	02/12/2013	Printed		1292	LAMOUREUX, & DICKINSON	LNCS SIDEWALK DESIGN-CAP-R	401.64
10046574	02/12/2013	Printed		9454	LENNY'S SHOE & APP	PANTS/SWEATSHIRT-STREET	155.00
10046575	02/12/2013	Printed		1452	MARSHALL TIRE GROUP	ROAD SERVICE-STREET	240.90
10046576	02/12/2013	Printed		1592	NEIWPC	2 CLASSES RE MAINT-WWTF	240.00
10046577	02/12/2013	Printed		9349	NEW ENGLAND CENTRAL RAILRD INC	IVY LANE PARKIN ROW LEASE-SANI	1,775.00
10046578	02/12/2013	Printed		9657	OCCUPATIONAL HEALTH CENTERS	PHYSICAL EXAM-FIRE	246.00
10046579	02/12/2013	Printed		9543	THE PENWORTHY COMPANY	CIRCULATION MATERIALS-LIBRARY	200.44
10046580	02/12/2013	Printed		1174	PERMA-LINE CORP OF NEW ENGLAND	TRAFFIC SIGNS-STREET	73.60
10046581	02/12/2013	Printed		1775	PETTY CASH VILLAGE	MISC	14.62
10046582	02/12/2013	Printed		10059	ROBERT PIERCE	EXPENSE-ADMIN/FIRE/WATRER REIMB RTP MEMBERSHIP FEE-PLAN	350.77
10046583	02/12/2013	Printed		18298	POWERPLAN OIB	TRK/LOADER MAINT- STREET	397.66
10046584	02/12/2013	Printed		10235	PRATT & SMITH INC	ELECTRICAL WORK-WWTF	2,062.75
10046585	02/12/2013	Printed		1836	PRINTING SYSTEMS INC.	WATER/SEWR BILLS-SANI/WATER	584.79
10046586	02/12/2013	Printed		1843	PROFESSIONAL WRITING SVCS	MTG MINUTES-PLAN/TRUSTEES	400.00
10046587	02/12/2013	Printed		10078	R.M. PRECISION AUTO INC	LEXAN FOR SIDEWALK PLOW-STR	651.75
10046588	02/12/2013	Printed		9901	RAILAMERICA INC.	PRELIM ENG DPST-MULTIUSE PATH	6,000.00
10046589	02/12/2013	Printed		1994	RUSSELL SUPPLY	SHOP SUPPLIES-WWTF	62.77
10046590	02/12/2013	Printed		9481	SAFETY SYSTEMS OF VERMONT, LLC	PW GARAGE ALARM MAINT-ST	375.70
10046591	02/12/2013	Printed		10410	SALEM PRESS	CIRCULATION MATERIAL-LIB	420.00
10046592	02/12/2013	Printed		9924	SHEARER CHEVROLET	SPEEDOMETER REPAIR-FIRE	528.41
10046593	02/12/2013	Printed		20732	THE SHERWIN-WILLIAMS CO.	PAINT & SUPPLIES-STREET	41.88
10046594	02/12/2013	Printed		20835	SIMONS UNIFORMS	UNIFORM-FIRE	94.00
10046595	02/12/2013	Printed		2111	SMITH & LOVELESS, INC.	VALVE/SEAL-SANI	436.36
10046596	02/12/2013	Printed		2115	SOUTHWORTH-MILTON, INC.	SKID STEER MAINT-STREET	202.02
10046597	02/12/2013	Printed		21153	SOVERNET COMMUNICATIONS	PH/ALARMS/INTRNT-VARIOUS	265.69
10046599	02/12/2013	Printed		2124	STAPLES ADVANTAGE	SUPPLIES-VARIOUS	855.89

Check Register Report

BL 1/25, 2/12 AND 2/14/13

Date: 02/08/2013

Time: 11:11 am

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Village of Essex Junction

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
10046600	02/12/2013	Printed		9414	TOP HAT ENTERTAINMENT, INC	DEPOSIT-BLOCK PARTY	200.00
10046601	02/12/2013	Printed		9226	ULINE	SUPPLIES-FIRE	62.37
10046602	02/12/2013	Printed		2338	USA BLUE BOOK	FLOW CHART PEN-WWTF	193.89
10046603	02/12/2013	Printed		23415	VERIZON WIRELESS	CELL PHONES-VARIOUS	378.84
10046605	02/12/2013	Printed		2366	VERMONT GAS SYSTEMS, INC.	GAS HEAT-VARIOUS	6,092.80
10046606	02/12/2013	Printed		2368	VERMONT HISTORICAL SOCIETY	MEMBERSHIP -LIBRARY	50.00
10046607	02/12/2013	Printed		2403	VERMONT TENT COMPANY	TENT	832.00
10046608	02/12/2013	Printed		10524	STATE OF VERMONT- DEC	DEPOSIT/PARADE&BLKPTY-AD	80.00
10046609	02/12/2013	Printed		2361	STATE OF VERMONT	JJ WATER OP LIC - WATER	508.80
10046610	02/12/2013	Printed		1000206	VILLAGE OF ESSEX JCT.	WDS END/RIVNDL SW	53.68
10046611	02/12/2013	Printed		9823	VT ELEVATOR INSPECTION SVCS IN	PERMIT-STR	175.00
10046612	02/12/2013	Printed		2385	VT LEAGUE OF CITIES AND TOWNS	ANNUAL INSPECTION-LIBRARY	80.00
10046613	02/12/2013	Printed		9356	WILLIAMSON ELECTRICAL, INC	2/20 LOCAL GOV'T DAY	211.70
10046614	02/12/2013	Printed		10319	WILLISTON WORKWEAR	REG-ADMIN	258.60
10046615	02/12/2013	Printed		10470	WOOD & WOOD	REPAIR FIXTURES-LIBRARY	2,517.50
10046616	02/12/2013	Printed		3081	ZEE MEDICAL, INC.	UNIFORM BOOTS-STREET	92.70
10046617	02/12/2013	Printed		10523	ART ZORN	BY-WAY SIGN-CAP-R	46.00
10046619	02/14/2013	Printed		0965	GREEN MOUNTAIN POWER CORP.	MED CABINET SUPPLIES-STREET	15,885.60

Total Checks: 114 **Checks Total (excluding void checks): 408,283.87**

Total Payments: 114 **Bank Total (excluding void checks): 408,283.87**

Total Payments: 114 **Grand Total (excluding void checks): 408,283.87**

January 18, 2013



Mr. Jim Jutras, Water Quality Superintendent
Village of Essex Junction
2 Lincoln Street
Essex Jct, VT 05452

Re: Agreement
Wastewater Treatment Facility
Biogas Cogen System Upgrade
Final Design and Permitting
A+E Project #12083

Dear Jim:

This Agreement is written pursuant to the Village of Essex Junction (CLIENT) request for Aldrich + Elliott, PC (ENGINEER) to provide professional engineering consultant services as outlined below.

SCOPE OF SERVICES

Professional engineering consultant services are to be performed by the ENGINEER as detailed in Attachment No. 1 of this Agreement. The CLIENT may, from time to time, request changes in the scope of services to be performed under this Agreement. Any changes in scope, including an increase or decrease in the amount of the ENGINEER's compensation, shall be mutually agreed upon by and between the CLIENT and the ENGINEER and shall be incorporated into this Agreement by a written Amendment signed by both parties.

BASIS OF COMPENSATION

For services performed under this Agreement, the CLIENT agrees to compensate the ENGINEER as follows:

I.	Final Design – Basic Services	\$ 43,200	Lump Sum
II.	Special Services		
	A. Permitting Assistance	\$ 3,900	Not-to-Exceed
	Agreement Total	\$ 47,100	

Billings are as follows:

Lump Sum: The lump sum fee compensates the ENGINEER for all costs incurred in the performance of this Agreement, including all labor, subconsultants and other expenses listed in Attachment No. 2.

Not-to-Exceed: An hourly fee based on actual expenses incurred in the performance of this Agreement, to include a labor expense equal to the actual salaries of personnel, overhead expense of 1.70 times the labor expense, profit equal to 16% of labor and overhead expenses, plus subconsultant and other expenses listed in Attachment No. 2.

It is understood that the ENGINEER's labor rates are adjusted annually, on or about the first day of each calendar year and that the services provided under this Agreement shall use the current rates at the time that the work is performed.

TERMS AND CONDITIONS

Refer to Attachment No. 3 for the Terms and Conditions that govern this Agreement.

EXECUTED AGREEMENT

This Agreement shall be considered binding when duly authorized agents of the ENGINEER and the CLIENT sign the document and one (1) executed copy is returned to the office of the ENGINEER. If this Agreement is not executed within sixty (60) days of the date on the Agreement, it may be subject to re-negotiation or withdrawal by the ENGINEER.

OFFER OF PROFESSIONAL ENGINEERING SERVICES

The ENGINEER, as an independent agent, offers to provide the professional engineering services described in this Agreement, for the compensation specified.

Aldrich + Elliott, PC

Wayne Elliott, PE
Vice-President

CLIENT ACCEPTANCE

The CLIENT acknowledges this to be a binding Agreement and agrees to the conditions as stated. The ENGINEER is hereby directed to proceed with the scope of services.

The CLIENT acknowledges that it has the financial resources and intends to pay for services rendered in accordance with the conditions as stated herein and acknowledges that if invoices are not paid in full within sixty (60) days of date of invoice, that the ENGINEER may stop work, without consequence or liability of any kind, until the invoices are paid, as set forth in Terms and Conditions.

The CLIENT warrants that the signature below is that of its duly authorized agent who possesses the full legal authority to execute this Agreement on behalf of CLIENT.

The CLIENT acknowledges that this Agreement is comprised of, and incorporates by reference, Attachment Nos. 1 through 3.

Village of Essex Junction

Duly Authorized Agent

Date of Execution

Witness to Signature

Executed in Duplicate
Project #12083

**VILLAGE OF ESSEX JUNCTION
WASTEWATER TREATMENT FACILITY
BIOGAS CHP COGEN SYSTEM UPGRADE
FINAL DESIGN**

ATTACHMENT NO. 1

SCOPE OF SERVICES

INTRODUCTION

In October 2011, a "Cogeneration Feasibility Study" was completed that evaluated alternatives for upgrade of the existing cogen system. This evaluation included upgrade of the existing microturbines and also evaluated new technologies, such as, package internal combustion engines. Alternative No. 4, New 120KW Engine, was determined to be the preferred approach based on a technical and economic analysis of the alternatives. The initial approach included minor retrofit of the gas conditioning system, control system upgrade, and new 120KW engine housed in a customized container.

In anticipation of the cogen system upgrade, demolition and removal of the gas conditioning equipment, microturbines, controls, and appurtenances were included in the Wastewater Treatment Facility Refurbishment, Contract No. 1. Replacement or upgrade of this existing equipment was not included as the specific design requirements and selection of the equipment had not been completed. In addition, the Village chose not to include the cost for these improvements in the original bond amount. Now that the project costs are below the original budget, there is flexibility in using the Bradford Bond, Efficiency Vermont grants, etc. for funding the cogen system upgrades.

To further define the cogen system upgrade, a request for information was submitted in October 2012 to request detailed submittals on a new gas conditioning system, package engine, and appurtenances. Proposals were received from several vendors and reviewed with Village staff, A+E, and Hallam ICS. The submittals included recommendations for a new gas conditioning system vs a retrofit, and a new engine and appurtenances in a customized container. The preferred approach was a complete package system similar to that supplied by 2G Cenergy.

Some of the assumptions made in the final design of the new cogen system are as follows:

- The size of the new engine will be either 120KW or 150KW so that future increases in gas production can be fully utilized.
- The biogas CHP cogen system is supplied by 2G Cenergy or similar. This system includes; fully containerized module for the engine and appurtenances, biogas compressor/blower, dehumidification system, reheating system, and siloxane gas treatment system, and controls.
- Demolition and removal of the existing gas conditioning system, microturbines, controls, and appurtenances is being performed under Contract No. 1.
- The existing Gas Metering Room and/or Pipe Gallery will be used to locate the cooling/dryer dehumidification system and siloxane gas conditioning system. Gas conditioning is only being provided for siloxane and redundant or parallel units may be included if space is adequate. This equipment is not suited for exterior installation in a colder climate and needs to be installed in an interior space. This existing space is heated but is a Class I, Division 1 space. To provide adequate space, the new replacement gas piping and appurtenances proposed under Contract No. 1 will be reconfigured. Revised plan and sections will be provided of the new gas piping layout.
- The containerized module housing the engine will be located outside, south of the Digester Building. This container will be installed on a new concrete slab.

- Coordination of piping, electrical, etc. will be required between the existing Gas Metering Room, Electrical Room, and new container module.
- The option will be provided to run all of the gas through the gas conditioning system irregardless whether it is used in the boilers or the engine.
- Included are coordination and design of Plant PLC/SCADA interconnections.

This separate piece of work could be bid separately or included as a change order to Contract No. 1.

SCOPE OF SERVICES

The ENGINEER will provide the following professional engineering consultant services under the scope of this Agreement:

I. Final Design – Basic Services

A. Basis of Design Document

1. A Basis of Design document will be prepared for review and updates to describe the Cogen design criteria and requirements.

B. Existing Conditions and Field Survey

1. Verification of the existing conditions has been performed for the Contract No. 1 design, so this information will be used to the extent possible.
2. A+E will perform the field survey required for the preparation of the final design and contract documents for the project. Existing topographical surveys will be used wherever possible.

C. Subsurface Investigation

1. A+E shall use all existing subsurface and soils information wherever possible. Since the subsurface investigation was performed for the Contract No. 1 design, additional investigation is not anticipated.

D. Drawings

1. The following drawings will be prepared indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor.
 - a. T1: Title Sheet
 - b. C1: General Construction Notes
 - c. C2: Overall Site Plan
 - d. C3: Existing/Proposed Site Plan
 - e. C4: Yard Piping Plan
 - f. C5: Yard Piping Profiles
 - g. C6: Site Details
 - h. C7: Erosion Control Details
 - i. S1: Structural Plans
 - j. S2: Structural Details and Sections
 - k. P1: Process Schematic
 - l. P2: Anaerobic Digester Building – Proposed Plans
 - m. P3: Anaerobic Digester Building – Proposed Sections
 - n. P4: Container Module – Plan and Sections
 - o. P5: Container Module – Sections and Details
 - p. P6: Process Details
 - q. M: Mechanical
 - r. E: Electrical
 - s. I: Instrumentation

E. Front End Documents/Technical Specifications

1. A set of construction contract documents suitable for bidding purposes will include; advertisement for bids, information for bidders, bid form, contract form, general conditions, and special conditions.
2. Technical specifications for the civil and site, structural, process, heating/ventilation/plumbing, electrical components of the project will be prepared and provided in a specification document.

F. Cost Estimates

1. An opinion of probable construction cost and total project cost summary, based upon completed final drawings and specifications, will be furnished to the CLIENT.

G. Project Schedule

1. A general schedule from the design, bid and construction phase of the project will be furnished to the CLIENT.

H. Meetings

1. Project status meetings will be conducted with the Village staff.
2. Review meetings will be conducted at 60% and 90% completed with Village staff.

II. Special Services

A. Permitting Assistance

1. Department of Public Safety:

- a. The permit application will be prepared and submitted to obtain a State Construction Permit from the Division of Fire Safety.

2. Act 250 Amendment

- a. The information for this project will be submitted to request a determination on the need for an Act 250 land use permit.
- b. Preparation and submittal of an application for a minor amendment is included in this scope of services.

3. Village Site Plan Approval

- a. For the new container, Village approval may be required. The applications and exhibits will be prepared and submitted to the Village Planning Department for review and approval.

4. Meetings/Public Hearings

- a. Attendance for up to one (1) meeting and public hearing is budgeted for permitting related issues.

III. Additional Services:

The following services are not included in the scope of this Agreement, but may be provided at the request of the CLIENT, upon issuance of a written Amendment to this Agreement:

1. Subsurface investigation for the new container.
2. Bid phase or construction phase services.
3. Design of new addition or exterior building to house the gas conditioning system or other appurtenances.

End of Attachment No. 1

ATTACHMENT NO. 2

EXPENSE SHEET

The expense items listed below will be billed as follows:

Subconsultant & Vendor Expenses:

- Subconsultants @ cost
- Outside Vendors @ cost

Travel Related Expenses:

- Auto Travel (to include gas and other service charges) @ current GSA rate/mile
- Other Travel (to include air fares, rentals, tolls, etc.) @ cost
- Meals & Lodging @ cost

Reproduction Expenses (provided in-house):

- Reproductions (provided in-house)
 - 8-1/2 x 11 one sided copy @ \$0.08/each
 - 8-1/2 x 11 two sided copy @ \$0.12/each
 - 24 x 36 copy @ \$2.00/each
 - 36 x 48 copy @ \$3.00/each
 - mylar or velum plots @ \$8.00/each

Administrative Expenses:

- Postage @ cost
- Shipping @ cost
- Other administrative Expenses @ cost

End of Attachment No. 2

ATTACHMENT NO. 3

TERMS AND CONDITIONS

1. **Extent of Agreement:** This Agreement comprises the final and complete agreement between the OWNER and the ENGINEER. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the OWNER and the ENGINEER.
2. **Standard of Care:** The standard of care for all services provided by the ENGINEER under this Agreement will be the care and skill ordinarily provided by professional engineers under similar circumstances at the same time, in the same locality, under similar conditions.
3. **Billings/Payments:** Invoices will be submitted to the OWNER monthly for services and expenses, in the ENGINEER's standard format and are due upon receipt, unless other mutually satisfactory written arrangements have been made between the OWNER and the ENGINEER. In the event any portion of an invoice remains unpaid sixty (60) days after the invoice date, the invoice shall be considered past due and the OWNER shall pay a finance charge in the amount of 1.5% per month on unpaid balances, as well as the ENGINEER's collection costs, including reasonable attorney's fees. In the event of a past due invoice, the ENGINEER may suspend the performance of services upon written notice, without liability whatsoever to the OWNER. In the event any portion of an invoice remains unpaid ninety (90) days after the invoice date, the ENGINEER may terminate the Agreement, without further notice and without liability whatsoever to the OWNER. Payment of invoices is in no case subject to unilateral discounting or set-offs by the OWNER and payment is due regardless of suspension or termination of the Agreement by either party.
4. **Termination:** This Agreement may be terminated upon ten (10) calendar days written notice by either party. In the event of termination, the OWNER shall pay the ENGINEER for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.
5. **Additional Services:** Services not explicitly detailed in this Agreement will be considered additional and subject to additional compensation and schedule adjustment. Additional services will not be provided, nor additional compensation invoiced, without the OWNER's prior authorization to proceed.
6. **Subconsultants:** The ENGINEER may use the services of subconsultants when, in the ENGINEER's sole opinion, it is appropriate and customary to do so.
7. **Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
8. **Timeliness:** The ENGINEER will perform its services with due and reasonable diligence and expediency consistent with sound professional practices. However, the ENGINEER and OWNER are aware that many factors outside the ENGINEER's control may affect the ENGINEER's ability to complete the services to be performed under this Agreement. The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control and consequently, the OWNER agrees that the ENGINEER is not responsible for damages, nor shall the ENGINEER be deemed to be in default of this Agreement for such a delay. When such a delay occurs, the ENGINEER's schedule and fees shall be equitably adjusted in accordance with the Additional Services provision of this Agreement.
9. **Code Compliance:** The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by laws, codes and regulations newly enacted after this date shall entitle the ENGINEER to an adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

10. **Information Provided by Others:** The OWNER shall furnish (at the OWNER's expense) all information, requirements, reports, data, surveys and instructions required by this Agreement. The ENGINEER may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
11. **Governing Law:** The OWNER and the ENGINEER agree that all claims and disputes arising out of or in any way connected to this Agreement, its validity, interpretation, performance and remedies for breach of contract, shall be governed by the laws of the State of Vermont.
12. **Indemnifications:** The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent cause by the ENGINEER's negligent acts or omissions under this Agreement. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the OWNER's negligent acts or omission in connection with the Project, including the acts of its contractors, subcontractors, consultants or others for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
13. **Attorney's Fees:** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, reasonable attorney's fees and other related expenses. In the event of a non-adjudicated settlement of litigation between the parties or the resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.
14. **Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the OWNER or ENGINEER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
15. **Risk Allocation:** To the maximum extent permitted by law, the ENGINEER's total liability to the OWNER for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of the ENGINEER's fees or \$100,000.00, whichever is greater. Such causes include, but are not limited to the ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
16. **Dispute Resolution:** Any claim or dispute between the OWNER and the ENGINEER shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).
17. **Ownership of Documents:** All documents produced by the ENGINEER under this Agreement, both written and electronic, shall remain the property of the ENGINEER, including all copyrights.
18. **Unauthorized Changes:** In the event that the OWNER consents to, allows, authorizes or approves of changes to any plans, specifications, reports or other documents provided under this Agreement, without prior written approval by the ENGINEER, such unauthorized changes shall be at the OWNER's sole risk and without liability to the ENGINEER. The OWNER agrees to release the ENGINEER from any liability and indemnify and hold harmless the ENGINEER, from any claims arising from the use or results of such changes.
19. **Reuse of Documents:** All documents produced under this Agreement, both written and electronic shall be used solely for purposes directly related to the project under which they were performed. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on an extension of the project or on any other project. Any such reuse without written verification or adaptation by the ENGINEER, will be at the OWNER's sole risk and without liability to the ENGINEER. The OWNER agrees to indemnify and hold harmless the ENGINEER, against all damages, liabilities or costs, arising from any such reuse of documents.

20. **Electronic Files:** The OWNER acknowledges that differences may exist between electronic files and the printed hard-copy documents delivered by the ENGINEER. In the event of such a conflict, the hard-copy documents shall govern. Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ENGINEER and the ENGINEER makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files and the OWNER will indemnify and hold harmless the ENGINEER from all claims arising from use or reuse of the electronic files.
21. **Access to Site:** The OWNER shall provide for the ENGINEER's right to enter the site in order for the ENGINEER to fulfill the scope of services included hereunder. The ENGINEER will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage. The OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not the responsibility of the ENGINEER under this Agreement.
22. **Buried Utilities:** The ENGINEER and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the identification and assumed locations of underground utilities and other improvements. Such services by the ENGINEER or its subconsultant will be performed in a manner consistent with an ordinary and reasonable standard of care. The OWNER recognizes that the research may not identify all underground improvements and that the information upon which the ENGINEER relies may contain errors or may not be complete. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the ENGINEER and anyone for whom the ENGINEER may be legally liable, for damages to underground utilities and other improvements resulting from subsurface penetration locations established by the ENGINEER.
23. **Hidden Conditions:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If the ENGINEER has reason to believe that such a condition may exist, the ENGINEER shall notify the OWNER who shall authorize and pay for costs associated with the investigation or correction after due notification, or the ENGINEER has no reason to believe that such a condition exists, the OWNER is responsible for all risks associated with this condition and the ENGINEER shall not be responsible for the existing condition nor any resulting damages to persons or property.
24. **Hazardous Materials:** Unless specifically agreed upon prior to the commencement of services, the ENGINEER shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.
25. **Contractor's Responsibility:** Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction site, shall relieve the Construction Contractor (and any other agent of the OWNER) of their obligations, duties and responsibilities to complete the work in conformance with their agreement with the OWNER. The ENGINEER and its personnel have no authority to exercise any control over any Construction Contractor (and any other agent of the OWNER) or their employees in connection with their work including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending or coordinating all portions of the work of construction and any health or safety precautions either appropriate or required by any regulatory agencies to maintain job-site safety. The OWNER agrees that the Construction Contractor is solely responsible for job-site safety and warrants that this intent shall be made evident in the OWNER's agreement with the Construction Contractor. The OWNER also agrees that the ENGINEER shall be indemnified against any claims resulting from actions or inactions of the Construction Contractor (and any other agent of the OWNER) and shall be made an additional named insured under the Construction Contractor's general liability insurance policy.
26. **Severability:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect.
27. **Titles:** The titles used in this Agreement are for general reference only and are no part of the Agreement.

End of Attachment No. 3



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

P: 802-878-6944
F: 802-878-6946

E: admin@essexjunction.org

MEMORANDUM

TO: Board of Trustees *SM*
FROM: Susan McNamara-Hill and Lauren Morrissette, Co-Village Managers *LM*
DATE: January 31, 2013
SUBJECT: Request for Waiver of Public Parks Ordinance on Prohibiting Dogs

We have received a request from the Essex Dog Park Committee for a Waiver of the Public Parks Ordinance on Prohibiting Dogs in order to hold a one day event at Maple Street Park on June 8, 2013. The Trustees approved this request last year which allowed dogs in the park to participate in the Disk Dog Tournament on July 14, 2012.

The Dog Park Committee is requesting that this year's approval include language to allow other dogs to enter the park as long as they are on leash. This new wording reflects that, like last year's event, the public would be invited to bring their dogs to the event, and leaves open the opportunity for other scheduled events (such as agility competitions / police k9 demonstrations / etc) and not just the disc dog tournament. Like last year's event the playground area, skatepark, pool, and bike park will all be off limits to all dogs, and the event will primarily run around the main baseball field, tennis courts, and surrounding grass areas.

Staff recommends the Trustees approve the waiver by approving the following motion:

Trustees grant approval for a one day event on June 8, 2013 at Maple Street Park for any registered/licensed dog to enter the designated event area of the park. All dogs shall remain on leash at all times except for dogs actively participating in scheduled events.

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



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

MEMORANDUM

TO: Board of Trustees *SMH* *LM*
FROM: Susan McNamara-Hill and Lauren Morrissette, Co-Village Managers
DATE: February 5, 2013
SUBJECT: Request to Abate Accounts Receivable charges for Engineering Fees.

In September and October 2011, the Village contracted with Donald L. Hamlin Consulting Engineers to review plans related to Gaines Court water & sewer improvements. The plans were submitted by O'Leary & Burke Civil Associates on behalf of Gabe Handy, to add a sewer pump station, connect two homes on this private street to public sewer, and install a new water line. (One of the home's septic systems had failed and they were required by the Land Development code to connect to the Village sewer). Village policy requires that the engineering costs related to planning projects are passed on to the applicant. Following the policy, the Village invoiced the applicant's engineers for the cost of the bills from Donald L. Hamlin Consulting Engineers.

Invoice #7062 was issued on 11/4/11 in the amount of \$608.00 and Invoice #7075 as issued on 11/9/11 in the amount of \$535.50. The invoices were not paid for several months and accumulated interest of 1% per month. After several months, Development Director Robin Pierce contacted Gabe Handy regarding the payment of these invoices. Apparently, Mr. Handy had been unaware of the charges as O'Leary & Burke did not notify him about the invoices. There was some question about whether the costs would be covered solely by Mr. Handy, or if the Gaines Court Roadway Association would be required to pay for some of the costs. Mary Jo Engel, representative of the Gaines Court Roadway Association stated that she had been told there would not be any cost associated with the Village's engineering review of the plans.

After some weeks of negotiations, the Village received partial payment for one of the invoices from Mr. Handy in the amount of \$550.00. This payment was applied to invoice #7062, leaving a balance of \$58.00 plus accumulated interest. The Gaines Court Roadway Association then asked for a new invoice in the amount of \$300.00 that they would pay as their share. This new invoice (#7334) has been paid in full.

Staff recommends that the Trustees abate the balance of Invoice #7062 in the amount of \$58.00 plus accumulated interest, and all of Invoice #7075 in the amount of \$535.50 plus accumulated interest. This action would result in a net amount to be written off of \$293.50 plus accumulated interest (\$58.00 + \$535.50 - \$300.00).

**CERTIFICATE OF HIGHWAY MILEAGE
YEAR ENDING FEBRUARY 10, 2013**

Fill out form, make and file copy with the Town Clerk, and mail ORIGINAL, before February 20, 2013 to:
Vermont Agency of Transportation, Division of Policy, Planning and Intermodal Development,
One National Life Drive, Montpelier, VT 05633.

We, the members of the legislative body of **ESSEX JCT. VILLAGE** in **CHITTENDEN** County
on an oath state that the mileage of highways, according to Vermont Statutes Annotated, Title 19, Section 305,
added 1985, is as follows:

PART I - CHANGES TOTALS - Please fill in and calculate totals.

<i>Town Highways</i>	<i>Previous Mileage</i>	<i>Added Mileage</i>	<i>Subtracted Mileage</i>	<i>Total</i>	<i>Scenic Highways</i>
Class 1	5.013			5.013	0.000
Class 2	1.906	0.10		2.006	0.000
Class 3	27.74		0.10	27.64	0.000
State Highway	0.600			.600	0.000
Total	35.259			35.259	0.000
* Class 1 Lane	1.289			1.289	0.000
* Class 4	0.00				
* Legal Trail	0.00				
* Unidentified Corridor	0.00				

* Mileage for Class 1 Lane, Class 4, Legal Trail, and Unidentified Corridor classifications are NOT included in total.

PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.

- NEW HIGHWAYS:** Please attach Selectmen's "Certificate of Completion and Opening".
- DISCONTINUED:** Please attach SIGNED copy of proceedings (minutes of meeting).
- RECLASSIFIED/REMEASURED:** Please attach SIGNED copy of proceedings (minutes of meeting).
 Class 2 Transfer - CL3 TH-487 Railroad St (0.10 mi) to CL2 TH-7 (0.10 mi)
- SCENIC HIGHWAYS:** Please attach a copy of order designating/discontinuing Scenic Highways.

IF THERE ARE NO CHANGES IN MILEAGE: Check box and sign below. []

PART III - SIGNATURES - PLEASE SIGN.

~~Selectmen~~ ~~Trustees~~ Trustees Signatures: _____

T/C/V Clerk Signature: _____ Date Filed: _____

Please sign ORIGINAL and return it for Transportation signature.

AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

APPROVED: _____ DATE: _____
 Representative, Agency of Transportation

DEDICATION



Chuck Barry

The Village Board of Trustees are dedicating the 2012 Annual Report to Chuck Barry, a volunteer fireman for 27 years, whose service to Essex Junction goes beyond the Fire Department.

In addition to coordinating vehicle and fire station maintenance and a number of fire service activities, Chuck has provided traffic assistance for the Police Department, assisted with the community supper, block party and tree lighting, and attends school safety meetings. And, Chuck's joking and teasing is good for all who come in contact with him.

The Village Trustees are very grateful for Chuck's strong commitment, persistence and dedication. He is a valuable asset to our community.

Patty Benoit

From: Robert Oneill <ejfd46@yahoo.com>
Sent: Thursday, January 24, 2013 10:26 PM
To: Patty Benoit
Subject: Re: Essex Jct. Little League Opening Day Parade

Patti,

Could you please ask the Village Trustees for authorization to close Maple St. on May 4, 2013 from 0925 thru 0945 (approximately) for the Essex Jct. Little League Opening Day Parade. I will be coordinating w/ Essex PD upon receiving the Trustee's approval. As in the past, we will have a police escort and be placing a fire apparatus at the end, along w/ Rescue if available.

I thank you for your assistance in this and understand that this will be reviewed at the February meeting.

Robert F. O'Neill / #8K4
Lieutenant / Supply Officer
Essex Junction Fire Dept.
2 Lincoln St.
Essex Junction, VT 05452
802-878-6958 / 6959
hubbellsfallsenginecompany.org
Essex Junction Fire Department on Facebook
"Protecting Lives & Property Since 1893"

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

Please Print

Applicant=s

Name: Josie Palmer Leavitt

Organization: Home Builders and Remodelers Association of Northern VT

Tax Exempt #: 03-0225913

Non-Profit: Yes No

Address:

PO Box 934 Williston VT 05495

Phone: (802) 876-6200

Email: jleavitt@homebuildersvt.com

Application for: Street Banner Gas Lamp Banners Event Flags

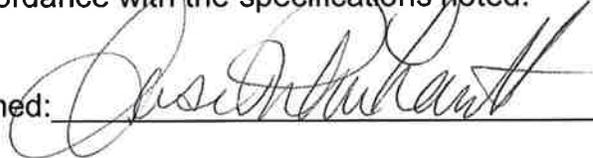
Message and dimensions: VT Home & Garden Show w/our logo

at Champlain Valley Fair Grounds April 20 & 21st

3'5" width x 28'9" length (same as years prior)

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: 1/29/2013

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

\$250 fee received: Yes No

Application complete: Yes No

Waiver signed: Yes No

Trustees : approval (date): _____

LIABILITY WAIVER

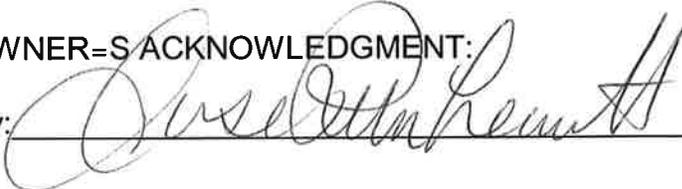
The Village of Essex Junction has agreed to hang a banner(s) or event flags for (print organization name) Home Builders and Remodelers Association of Northern Vermont, hereinafter known as "Owner.@"

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 Home and Garden Show

The banner(s)/event flags will be hung from April 8 to April 21, 2013
date date

OWNER=S ACKNOWLEDGMENT:
By: 

Date: 1/29/13

VILLAGE OF ESSEX JUNCTION ACKNOWLEDGMENT:
By: _____

Date: _____