



TRUSTEES MEETING NOTICE & AGENDA
TUESDAY, APRIL 23, 2013 at 6:30 PM
LINCOLN HALL MEETING ROOM, 2 LINCOLN STREET

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE TO FLAG** [6:30 PM]
2. **BOARD REORGANIZATION** [6:30 PM]
 - a. Oath of Office for Newly Elected Trustee
 - b. Board Elections
 - c. Review and Sign Acknowledgement of Ethics Policy
3. **AGENDA ADDITIONS/CHANGES** [6:40 PM]
4. **GUESTS, PRESENTATIONS AND PUBLIC HEARINGS** [6:40 PM]
 - a. Comments from Public on Items Not on Agenda
 - b. Whitcomb Heights II Open Space/Discussion Request by Fred Parks [6:45 PM]
 - c. Presentation by UVM Students on Multiuse Safety Path Project
5. **OLD BUSINESS** [7:15 PM]
 - a. Discuss Ordinance to Regulate Tobacco Retailers in the Village Center
6. **NEW BUSINESS** [7:30 PM]
 - a. Discussion with Town Manager Pat Scheidel
 - b. Discussion of Moderator Position
 - c. Grant Consideration for Multiuse Safety Path North and Central Streets
7. **VILLAGE MANAGER'S REPORT** [8:15 PM]
 - a. Tentative Meeting Schedule
8. **TRUSTEES' COMMENTS & CONCERNS/READING FILE** [8:20 PM]
 - a. Board Member Comments
 - b. Minutes from Block Party Committee 3/25/13
 - c. Notification about Whitcomb Farm Solar Project
 - d. Letter re: Amendment to Land Use Permit for Essex Pediatrics
 - e. Planning Commission Resignation from Liza Kilcoyne
 - f. Certification of Election Results for Village Annual Meeting
9. **CONSENT AGENDA** [8:25 PM]
 - a. Approve Minutes of Previous Meetings 3/26/13, 4/8/13 & 4/9/13
 - b. Approve Warrants including check #10046934 through #10047012 totaling \$1,406,920.81.
 - c. Approve 2013 Five Corners Farmers' Market Agreement
 - d. Approve MOU for Regional Stormwater Education Program
 - e. Approve WWTF Capital Plan Modification
 - f. Approve Change to General Rules and Regulations
 - g. Approve CVE Banner Applications
 - h. Approve Noise Waiver for EJP July 4th Fireworks
 - i. Approve Application for VLCT PACIF Equipment Grant
10. **EXECUTIVE SESSION** [8:30 PM]
 - a. Real Estate/Contractual
11. **ADJOURN** [8:45 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 are approximate.

**MANAGERS' SUMMARY
FOR
APRIL 23, 2013
TRUSTEES' MEETING**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE TO FLAG
BOARD REORGANIZATION**

1. Oath of Office for Newly Elected Trustee – Village Clerk Susan McNamara-Hill will administer the oath of office to Trustee Lori Houghton.
2. Board Elections – Interim Co-Manager Susan McNamara-Hill will take nominations for the office of President. After the President is elected, he or she will chair the meeting and take nominations for the office of Vice-President.
3. Review and Sign Acknowledgement of Ethics Policy – Village Ethics Policy requires the Trustees to review the policy and sign the acknowledgement annually.

AGENDA ADDITIONS/ CHANGES

GUESTS, PRESENTATIONS & PUBLIC HEARINGS:

1. Comments from Public on Items Not on Agenda. This time is set aside for anyone in the audience to speak to the Trustees about an item that is not on the agenda.
2. Whitcomb Heights II Open Space/Discussion Request by Fred Parks - Fred Parks, 98 South Street, has requested that this item be on the Trustees agenda. When the Whitcomb Heights Phase II Parcel Four was approved the Planning Commission recommended that the Village Trustees accept ownership of 94.1 acres of open land contained in the parcel. Mr. Parks asked to bring this matter to the Trustees attention. There may also be representatives of the Whitcomb Heights II Parcel Four homeowner's association present.
3. Presentation by UVM Students on Multiuse Safety Path Project – UVM Engineering students have been working with staff on the Multiuse Safety Path. They will be present to provide an update.

OLD BUSINESS:

1. Discuss Ordinance to Regulate Tobacco Retailers in the Village Center – See response from Village attorney included in the Trustees meeting information. As far as timeline for adopting ordinances:
 - a. Municipal Ordinance – Trustees adopt ordinance at regularly warned meeting and include wording of ordinance in minutes of meeting, ordinance is then posted in five public places within the village and published in the Essex Reporter within 14 days of the adoption. The ordinance goes into effect 60 days after adoption, unless a petition is received within 45 days of the adoption.
 - b. Zoning Regs (Land Development Code) – Planning Commission warns and holds at least one public hearing before submitting amendment to Trustees. Trustees must hold at last one public hearing before adopting amendment. Amendment goes into effect 21 days after adoption by the Trustees.

NEW BUSINESS

1. Discussion with Town Manager Pat Scheidel – This time is set aside to begin discussion with Pat Scheidel about sharing his services between the Village and the Town. Both the Town and Village manager’s job descriptions are included in the Trustees meeting materials.
2. Discussion of Moderator Position – In order to be elected by write-in, a candidate must receive at least 30 votes. Having no one elected to this position means the Trustees will have to appoint someone to fill the office. The top write-in votes for Moderator were Steve Eustis – 26, Scott Moore – 15, and Paul Dame -9. Village Clerk Susan McNamara-Hill sent a letter to each of the three candidates explaining that no one received enough write-in votes to be elected and that the Trustees would be discussing this matter at this meeting (although no action is expected to be taken). The Trustees have received a letter from Steve Eustis expressing his interest in being appointed to the moderator position.
3. Grant Consideration for Multiuse Safety Path North and Central Streets – Please see memos from Co-Managers and Community Relations Assistant regarding grant awards received by the Village for the Multiuse Safety Path project.

VILLAGE MANAGER’S REPORT

1. Tentative Meeting Schedule and Village Calendar – The co-Managers are recommending that the July 9th Trustee meeting be canceled or postponed. We expect to be under construction in the Village office the week before and are planning on giving employees a long weekend off for the July 4th holiday and to allow the contractor to finish up the office renovation.
2. Manager’s Report/Comments - time set aside for verbal report/comments from manager(s).

TRUSTEES COMMENTS AND CONCERNS/READING FILE

1. Board Member Comments – Time set aside for comments/reports.
2. Minutes from other boards/committees:
 - a. Block Party Committee 3/25/13
3. Notification about Whitcomb Farm Solar Project
4. Letter re: Amendment to Land Use Permit for Essex Pediatrics
5. Planning Commission Resignation from Liza Kilcoyne
6. Certification of Election Results for Village Annual Meeting

CONSENT AGENDA

1. Approve Minutes of Previous Meetings 3/26/13, 4/8/13 & 4/9/13
2. Approve Warrants including check #10046934 through #10047012 totaling \$1,406,920.81.
3. Approve 2013 Five Corners Farmers’ Market Agreement (enclosed)
4. Approve MOU for Regional Stormwater Education Program (enclosed)
5. Approve WWTF Capital Plan Modification (memo enclosed)
6. Approve Change to General Rules and Regulations – The current wording for this section about employee conduct says it applies only to non-association employees. This change is to have this section apply to all employees. The proposed change is

enclosed.

7. Approve CVE Banner Applications – Applications enclosed
8. Approve Noise Waiver for EJRP July 4th Fireworks - The village recreation department is requesting a waiver of the noise ordinance in order to hold their annual fireworks on July 4th at Maple Street Park. See email request enclosed.
9. Approve Application for VLCT PACIF Equipment Grant - See memo enclosed regarding grant request for radios.

EXECUTIVE SESSION

1. An executive session will be held to discuss real estate/contractual issues

For Elected and Appointed Public Officials

ACKNOWLEDGMENT

I acknowledge that I have received, read and understand the Village of Essex Junction Ethics Policy (dated 6/8/10).

Signature: _____

Print Name: _____

Date: _____

VILLAGE OF ESSEX JUNCTION ETHICS POLICY

1. APPLICABILITY:

The provisions of these rules shall apply to all public officials, employees and volunteer firefighters.

2. POLICY STATEMENT:

Accepting a position as a public official, employee or volunteer firefighter carries with it the acceptance of a public trust that the official, employee or volunteer firefighter will work to further the public interest. Maintaining that public trust is critical to the continued operation of good government. In addition, public decision-making should be open and accessible to the public at large. To preserve this public trust, there are five principles to which public officials, employees or volunteer firefighters should adhere to:

- (a) A public official, employee or volunteer firefighter should represent and work towards the public interest and not towards private/personal interests.
- (b) A public official, employee or volunteer firefighter should accept and maintain the public trust (i.e., must preserve and enhance the public's confidence.)
- (c) A public official, employee or volunteer firefighter should exercise leadership, particularly in the form of consistently demonstrating behavior that reflects the public trust.
- (d) A public official, employee or volunteer firefighter should recognize the proper role of all government bodies and the relationships between the various government bodies.
- (e) A public official, employee or volunteer firefighter should always demonstrate respect for others and for other positions.

3. DEFINITIONS:

The following words shall have the following meanings:

- (a) **"Business Associate"** is a partner or other person with whom an individual has ongoing or recurring business transactions.
- (b) **"Conflict of Interest"** is a situation where a public official, employee or volunteer

firefighter is directed by two or more competing interests, one of which is the public interest and the other is a private/personal interest. Specific conflict of interest situations are specified in the section entitled "Conflict of Interest".

- (c) **"Ethics"** are a set of rules that guide behavior.
- (d) **"Financial Interest" is defined as any of the following:**
 - ▶ A self-proprietor, partner, business associate, shareholder (holding at least five percent of the outstanding shares of any class of shares), director, or managerial employee of an organization who has a matter for review before a public body.
 - ▶ A self-proprietor, partner, business associate, shareholder (holding at least five percent of the outstanding shares of any class of shares), director, or managerial employee of a competitor to a business that has a matter for review before a public body.
 - ▶ An applicant or property owner who has a matter for review before a public body.
 - ▶ An adjoining landowner to a property owner that has a matter for review before the Planning Commission or Zoning Board of Adjustment.
- (e) **"Immediate Family"** is spouses, civil union partners, children, stepchildren, parents, step-parents, brothers, sisters, grandparents, nephews, nieces, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, brothers and sisters-in-law, and any dependents or other persons living in the employee's or volunteer firefighter's household.
- (f) **"Material"** is of real importance or great consequence, substantial, requiring serious consideration by reason of having a bearing on the outcome of an unsettled matter.
- (g) **"Official Act or Action"** is any legislative, administrative, appointive, or discretionary act of any public official, employee or volunteer firefighter of the Village (in his/her official capacity), or of any agency, board, committee or commission thereof.
- (h) **"Private/Personal Interest"** is something that is of direct or indirect material or financial benefit accruing to an individual or a member of the individual's immediate family.
- (i) **"Public Interest"** is the interest of the community as a whole conferred generally upon all members of the public.

- (j) **"Recusal"** is stepping aside from public office or duty during discussion and vote when a conflict of interest exists (as specified in Section 204).

4. CONFLICT OF INTEREST:

A public official, employee or volunteer firefighter is deemed to have a conflict of interest if s/he acts contrary to any of the following rules:

- (a) **Acceptance of Gifts and Favors.** A public official, employee or volunteer firefighter shall not accept anything of economic value, such as money, service, gift, loan, promise, gratuity, or favor from any person, business or organization involved in a contract or transaction with the Village, such that the item accepted could be considered as payment for a special act or treatment. This provision shall not apply to:
- (1) Attendance at a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of Village business, or where official attendance by the public official, employee or volunteer firefighter as a Village representative is appropriate;
 - (2) An award publicly presented in recognition of public service;
 - (3) Occasional, non-pecuniary gifts of insignificant value.
- (b) **Appointment of Immediate Family Member or Business Associate.** A public official or employee shall not participate in the appointment, vote for appointment, or discussion of any appointment of an immediate family member or business associate, to any Village office or position. A public official or employee shall not use his/her position, directly or indirectly, to affect the employment status of an immediate family member or business associate.
- (c) **Supervision of Immediate Family Members.** A public official, employee or volunteer firefighter shall not supervise, hire, appoint, evaluate, or discipline the work or employment status of an immediate family member or the affairs of the organizational unit in which the immediate family member is employed.
- (d) **Personal Relationships in the Workplace.** Dating shall be prohibited between co-workers in power-differentiated relationships where one of the parties has decision-making authority over the terms or conditions of employment of the other party, including performance appraisals.
- (e) **Prior Knowledge of Property Purchases.** A public official, employee or volunteer firefighter shall not receive or have any financial interest in any sale to the Village of any property when such financial interest was received with prior knowledge that the Village intended to purchase said property.

- (f) **Contractual Arrangements.** A public official, employee or volunteer firefighter shall not influence the Village's selection of, or its conduct of business with, a person, organization or business having business with the Village if the public official, employee or volunteer firefighter, or a member of the official, employee's or volunteer firefighter's immediate family, has a financial interest in or with the person, organization or business. The public official, employee or volunteer firefighter shall not participate in the discussion, negotiation, or vote on contracts in which the official, employee or volunteer firefighter, or a member of the official, employee's or volunteer firefighter's immediate family, has a private financial interest and performs in regard to such a contract some function requiring the exercise of discretion on behalf of the Village.
- (g) **Financial Interest.** A public official, employee or volunteer firefighter shall not participate in any public business before a public body which affects his/her financial interest. Public business shall mean participating in the award of a contract, seeking or opposing a permit from a public body on which the official, employee or volunteer firefighter sits as the authority to grant or deny such permit soliciting employment from the Village, or otherwise requesting some status, right, or benefit from the Village that has financial value. This shall not include supporting or opposing the passage of a legislative measure unless such measure relates substantially to the public official, employee's or volunteer firefighter's private/personal interest rather than to the public interest.
- (h) **Representation of Private Party.** A public official, employee or volunteer firefighter shall not represent a private party in any matter before any Village public body. Nothing in this section shall prohibit a public official, employee or volunteer firefighter from representing his/her own interests before any Village public body. In such cases, the public official, employee or volunteer firefighter shall act only in his/her individual capacity and not also in any official capacity on behalf of the Village.
- (i) **Use of Confidential Information.** A public official, employee or volunteer firefighter shall not, without authorization, disclose or use confidential information acquired in the course of official duties. A public official, employee or volunteer firefighter shall not use any confidential information acquired in the course of official duties to further his/her personal interest.
- (j) **Unusual Relationships.** Whenever a public official, employee or volunteer firefighter has special or unusual (beyond being casual or reasonably common) relationship with a party to an official action of the public body on which the official, employee or volunteer firefighter sits, the official, employee or volunteer firefighter shall disclose the relationship and the body may advise as to whether

the official, employee or volunteer firefighter should recuse him/herself in accordance with the Section entitled "Definitions" of this policy.

If a conflict of interest, as defined above, is determined to exist, the public official, employee or volunteer firefighter shall disclose the conflict and recuse him/herself prior to any consideration and/or vote on the action being contemplated, in accordance with the provisions of the section entitled "Definitions".

5. EX-PARTE COMMUNICATIONS: BOARDS, COMMISSIONS AND COMMITTEES:

In any quasi-judicial matter (e.g., matter involving the issuance of a permit or approval), or the award of a contract, before a Village Board, Commission or Committee, a public official, employee or volunteer firefighter sitting on such Board, Commission or Committee, shall not, outside of that Board, Commission or Committee, communicate with or accept a communication from a person for which there are reasonable grounds for believing to be a party to the matter being considered, if such communication is designed to influence the official, employee's or volunteer firefighter's action on that matter. If such communication should occur, the public official, employee or volunteer firefighter shall disclose it at an open meeting of the Board, Commission or Committee prior to its consideration of the matter.

6. INAPPROPRIATE USE OF PUBLIC POSITION:

A public official, employee or volunteer firefighter shall not use his/her public position to further a personal interest or the interest of an immediate family member.

A public official, employee or volunteer firefighter shall not use the powers or prestige obtained through election, appointment or employment, to influence the decision of a subordinate on a matter where the official, employee or volunteer firefighter has significant private/personal pecuniary interest.

Public officials, employees or volunteer firefighters are empowered to discharge specific statutory duties in the public interest and should not interfere with the statutory duties of others.

A public official, employee or volunteer firefighter shall not attempt to influence Village staff's recommendations regarding matters in which the public official, employee or volunteer firefighter has a personal/private or financial interest.

A public official, employee or volunteer firefighter shall not use Village staff or resources to advance a personal/private or financial interest.

7. INCOMPATIBILITY OF OFFICES:

Incompatible offices set forth in 17 V.S.A., Section 2647, shall not be held simultaneously by any Village public official, employee or volunteer firefighter.

The Village Manager shall not hold the office of Village Clerk or Village Treasurer.

A Village Trustee shall not serve as a member of the Village Planning Commission or Zoning Board of Adjustment.

A member of the Village Planning Commission shall not serve as a member of the Village Zoning Board of Adjustment.

A member of the Village Zoning Board of Adjustment shall not serve as a member of the Village Planning Commission.

A Village Trustee, Planning Commissioner, or member of the Zoning Board of Adjustment shall not be an employee of the Village of Essex Junction.

8. FAIR AND EQUAL TREATMENT:

No public official, employee or volunteer firefighter shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.

No public official, employee or volunteer firefighter shall request, use, or permit to be used, any publicly-owned or publicly-supported property, vehicle, equipment, labor, or service for the personal convenience or the private advantage of him/herself or any other person. This rule shall not be deemed to prohibit a public official, employee or volunteer firefighter from requesting, using or permitting the use of such publicly-owned property, vehicle, equipment, or material which is provided as a matter of stated policy for the use of Village public officials, employee or volunteer firefighter in the conduct of official Village business.

No public official, employee or volunteer firefighter shall discriminate on the basis of race, color, religion, national origin, or sex.

9. DISCLOSURE AND RECUSAL PROCEDURES:

Whenever a matter comes before a Board, Commission or Committee, on which any of the conflict of interest situations described in the sections entitled "Definitions," "Conflict of Interest" or "Ex-Parte Communications: Boards, Commission and Committees" of this Policy shall exist, the following provisions shall apply:

- (a) The public official, employee or volunteer firefighter involved shall disclose to

the relevant Board, Commission or Committee, in an open public meeting, the nature of the conflict of interest, prior to any consideration of the matter by said Board, Commission or Committee.

(b) Following such disclosure, such public official, employee or volunteer firefighter shall leave the room and shall not participate in any consideration, discussion or vote on the matter before the Board, Commission or Committee. If the official, employee or volunteer firefighter wishes to address the issue at an open public meeting, the official, employee or volunteer firefighter may re-enter the room as a member of the public and participate as a member of the public. During deliberation and vote on the matter, the official, employee or volunteer firefighter shall not be present. The official, employee or volunteer firefighter may attend executive session to discuss the matter at the invitation of the Board, Commission or Committee, if such attendance complies with the statutory requirements of the Open Meeting Law.

(c) The public official, employee or volunteer firefighter shall not, during any part of the Board, Commission, or Committee meeting pertaining to the matter requiring the disclosure, represent, advocate on behalf of, or otherwise act as the agent of the person or business entity in or with which the official has such an interest or relationship.

The foregoing shall not be construed as prohibiting the official, employee or volunteer firefighter from testifying as to factual matters at a hearing of the Board of Trustees, Planning Commission, Zoning Board of Adjustment, or any other committee.

10. COMPLAINT OF ETHICS VIOLATION:

A person, who believes that an appointed public official, employee or volunteer firefighter of the Village of Essex Junction has violated any portion of this policy, may send or deliver a signed, written complaint to the Village Manager. The complaint shall include the name of the person alleged to have committed the violation and the specifics of the act(s) which constitute the violation. The Manager shall forward the complaint to the appropriate public official(s) for resolution.

Any complaint against an elected official shall be directed to the elected official. A person may ask an elected body to reconsider a matter that they believe involved an unethical act by an elected official.

11. DISTRIBUTION OF ETHICS POLICY:

Village Trustees: Annually at their organizational meeting, the Village Trustees shall, in a public meeting, review the Ethics Policy of the Village of Essex Junction. Each Village Trustee shall sign a form acknowledging that they have received and understand the Ethics Policy.

Boards, Commissions and Committees: Upon appointment and annually at their organizational meetings, all boards, commissions, and committees appointed by the Village Trustees shall, in a public meeting, review the Ethics Policy of the Village of Essex Junction. Each board, commission or committee member shall sign a form acknowledging that they have received and understand the Ethics Policy of the Village of Essex Junction.

Fire Department: Upon appointment and annually thereafter, the Fire Chief shall distribute and review with the volunteer firefighters a copy of the Village of Essex Junction's Ethics Policy. Each volunteer firefighter shall sign a form acknowledging that he/she has received and understands the Ethics Policy.

Department Heads and Full-Time Employees: Upon hiring and annually thereafter, Department Heads shall be required to distribute and review with their full-time employees a copy of the General Rules and the Personnel Regulations, including Ethics Policy. Each full-time employee will be required to sign a form acknowledging that he/she has received and understands the General Rules and Personnel Regulations, and Ethics Policy.

Elected Position: Each person seeking an elected position in the Village of Essex Junction shall be given a copy of the Ethics Policy of the Village of Essex Junction along with a petition.

Appointed Position: Each person seeking an appointed position in the Village of Essex Junction shall be given a copy of the Ethics Policy of the Village of Essex Junction upon submittal of a letter requesting appointment.

Adopted by the Village Trustees on 6/8/10.

VILLAGE OF ESSEX JUNCTION

2 Lincoln Street, Essex Junction, Vermont 05452-3685
Phone and TDD: (802) 878-6944 FAX: (802) 878-6946
Home Page: <http://www.essexjunction.org>
E-mail: admin@essexjunction.org

RESOLUTION - WHITCOMB HEIGHTS PHASE II PARCEL FOUR (Final Plan Approval)

SEE LAST PAGE

The following is a resolution by the Village of Essex Junction Planning Commission approving a Final Plan Application for a 142 unit residential development (71 buildings) identified as Whitcomb Heights Phase 2 Parcel Four.

The approval is based upon the following facts and documentation:

Robert Whitcomb Jr. and the Estate of Robert Whitcomb Sr, owner, and South Street Associates, agent request Final Plan approval to development 142 units (71 Buildings) on an approximately 105 acre tract identified as Parcel Four of the Whitcomb Farm property;

The Conceptual and Sketch prepared by Dunn Associates, and Lamoureux & Dickinson, dated 6/18/98; and submitted on 6/19/99;

Conceptual Plan Public Hearings on 7/23/98, 12/15/99, and 1/21/99;

Conceptual Plan approval on 1/21/99;

Amended Conceptual Plan prepared by Dunn Associates, and Lamoureux & Dickinson, dated 5/5/99; and submitted on 5/7/99;

Amended Conceptual Plan Public Hearing on 5/17/99;

Amended Conceptual Plan approval on 6/3/99;

Preliminary Plan prepared by Dunn Associates, and Lamoureux & Dickinson, dated 7/21/99; and submitted on 7/30/99;

Preliminary Plan Public Hearings on 8/12/99, and 9/16/99;

Preliminary Plan approval on 10/7/99;

Final Plan prepared by Dunn Associates, and Lamoureux & Dickinson, dated 9/2/99; and submitted on 12/1/99;

Final Plan Public Hearing on 12/16/99;

Parcel Four is a 105 acre tract and is to be subdivided from the Whitcomb property which consists of a 546 acre tract;

The proposed residential units will occupy approximately 5.42 acres;

The proposed streets will occupy 5.22 acres;

A total of 94.1 acres of Parcel Four will remain undeveloped open space; and

The applicant requests waivers of Sections 610 C.1., 906 C., 909, and Road Construction Specifications in Appendix A.

Based upon the above findings, and the application materials and testimony from the applicant, the Planning Commission issues the following conclusions, conditions and stipulations for approval of 142 condominium units (71 Buildings) on the Parcel Four of the Whitcomb Farm property.

The Conceptual Sketch Plans, Preliminary Plans, Final Plans comply with Sections 503, and 511 C. of the Land Development Code;

The Conceptual Sketch Plan, Preliminary Plan, Final Plans comply with Whitcomb Heights Approval Resolutions, 95-3-1, 95-9-1, 96-1-1;

The Conceptual Sketch Plans, Preliminary Plans, and Final Plans comply with the approved Whitcomb Farm Master Land Use Plan;

Approval of the waiver request of Section 610.C1. to reduce the minimum front yard setback from 30 feet to 20 feet;

Approval of the request for waiver of Section 906. C. to reduce the right of way width for major arterial from 60 to 50 feet;

Approval of the request for waiver of Section 906. C. to reduce the required pavement width from 32 feet to 28 on the street connecting South and Cascade Street, and the option to reduce the pavement width to no less than 24 feet on all other streets;

Approval of the request for waiver of Section 909 to allow sidewalks on one side of a major arterial;

Approval of the waiver of Road Construction Specifications Appendix A as specified in the Village Engineer's letter dated December 9, 1999, and subject to the applicant submitting a detail of the transition between the normal road cross section and the reduced cross section, and subject to the submittal of a plan providing locations on the design plans areas where the reduced roadway section is to be installed, staff review and approval of the plan is required;

Pursuant to Section 916 of the Code, and based upon consultation with the Village Engineer, the Village Public Works Director, and other Village Staff, the Planning Commission hereby requires the following additional pedestrian and traffic related improvements;

Cascade Street shall be reconstructed from 100 feet west of the intersection of proposed Dunbar Drive to the intersection of Poplar Court, the improvements shall include a sidewalk along the northerly side of Cascade Street, all such improvements shall be built to the same standard and width as the Village proposes for the remaining portion of Cascade Street from Poplar Court to Park Street, and the applicant's portion of the improvements to Cascade Street shall be completed by July 1, 2004;

South Street shall be reconstructed from the intersection of Wilkinson Drive through the intersection of Nahma Avenue as specified on the Whitcomb Heights Final Plan (first phase) Village date received December 5, 1995, with the exception of the road width which shall be a minimum of 20 feet wide and no

curbing and no retaining wall unless the Village Engineer deems it necessary;

South Street from the intersection of Nahma Avenue to the intersection of West Street shall be shimmed and paved to a minimum depth of 2 1/2" with bituminous concrete and striped to Village's Public Works Standards, and this section of South Street shall be widened to a uniform width of 20 feet with appropriate base material on the new road sections as determined by the Village Engineer; and the applicant shall prepare an engineered plan with final cross sections of the proposed improvements to South Street from Nahma Avenue to West Street, the plan shall be submitted for the Planning Commission's review and approval;

Road improvements to South Street shall be completed prior to July 1, 2001, and in accordance with the Whitcomb Heights Phase I approval, the road improvements to South Street from Wilkinson Drive to Nahma Avenue (as defined above) shall be completed whether or not development occurs on Parcel Four;

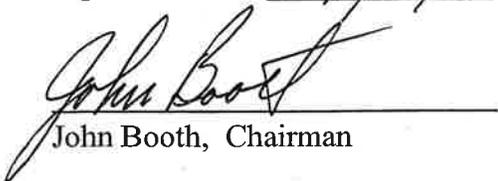
The Planning Commission recommends that the Village Trustees accept ownership of the areas labeled "Open Space" on the Final Plan for the purpose of public access and recreation; ownership of the area labeled "Open Space" may be transferred to the Village at any time during construction of the development, if the open space areas are not transferred to the Village prior to the issuance of the final zoning permit, South Street Associates, its assigns or heirs shall notify the abutting property owners (by standard mail), and the Village Trustees (by certified mail) within 60 days after the issuance of the final zoning permit of the Village's option to accept the property, the Village Trustees shall have 90 days upon receipt of required notification to accept the property, if the Village Trustees do not accept the property, it shall revert to the Condominium Association;

The paths labeled "potential and existing path" shall be constructed to a width of six feet, graded and compacted, and shurpac material shall be added in those areas where native soils are not satisfactory for a proper path (specific areas requiring shurpac shall be determined by the applicant and approved by Village Staff upon consultation with the Village Engineer), signs identifying the path as a "Nature Trail" shall be installed at appropriate locations along the path as approved by Village Staff, and the path shall be constructed prior to the issuance of the 101st certificate of occupancy;

There shall be at least three different species of trees planted in groups of 54 of each species; and

All comments in the Village Engineer's letter dated December 9, 1999, the Public Works Director's letter dated December 9, 1999, and the Waste Water Treatment Plant Director's letter dated December 8, 1999, shall be addressed and finalized to Staff's satisfaction prior to the issuance of the first zoning permit.

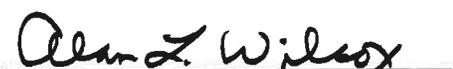
Signed this Date 1/20/00


John Booth, Chairman


Ann Gray


Bernard Lemieux


Richard Murfay


Alan Wilcox

DRAFT

OPEN SPACE AGREEMENT

This Agreement made this ____ day of _____, between [Whitcomb Heights, Ltd.], a Vermont corporation with principal place of business in Essex, Vermont (hereinafter referred to as "Grantor"), and the Village of Essex Junction, a municipal corporation situated in Chittenden County, Vermont (hereinafter referred to as "Municipality").

WITNESSETH:

WHEREAS, Grantor is the owner of certain lands in the Municipality which it acquired by deeds of _____, dated _____ and recorded in Volume _____, Pages _____, of the Land Records of the Town of Essex; and

WHEREAS, the Grantor is developing part of said lands as a 142 unit condominium development, which said development is shown on a survey plat entitled, "[... insert plat information...]"; and

WHEREAS, the Grantor has received final subdivision approval from the Municipality's Planning Commission for it's project; and

WHEREAS, the Grantors, in presenting their proposal to the Municipality, agreed that certain lands, being _____ acres, more or less, designated "Open Space" on the aforementioned survey plat, and being more particularly described on Exhibit A attached hereto, and incorporated herein by reference, would become the subject of an Open Space Agreement in consideration for the final subdivision and residential development approval; and

WHEREAS, the Grantors and the Municipality recognize the value of retaining the rural character of said lands and preserving them in their natural, scenic and open condition and in so doing furthering their aesthetic, recreational and ecological value; and

WHEREAS, the Municipality desires the option to acquire said "Open Space".

NOW, THEREFORE, the Grantor, for and in consideration of the Planning Commission's approval of their subdivision and planned residential development, the facts above recited, and of the mutual covenants, terms, conditions and restrictions herein contained, does hereby give, grant, and convey unto the Municipality, its successors and assigns, the option to accept title to the herein described "Open Space", which said said option is more particularly described in a Irrevocable Offer of Dedication between the Grantor and the Municipality.

In the event the Municipality accepts title to the "Open Space", the Municipality shall acquire and hold said property in furtherance of the purposes enumerated in Title 10, Subchapter 155, of the Vermont Statutes Annotated. Furthermore, the Municipality covenants and agrees that said "Open Space" shall be subject to the following covenants, restrictions, terms and conditions:

1. The herein described "Open Space" lands shall be maintained in a natural, scenic and open condition and there shall be no construction of any buildings, structures or other improvements on the property. Said "Open Space" shall be open to the public

for passive or recreational and educational purposes, limited solely to walking and nature study, with the specific understanding and limitation that the property is not to be operated, or utilized, as a public park.

2. There shall be no activities or uses on the property which are detrimental to drainage, flood control, water conservation, fish and wildlife, or their habitat.
3. Notwithstanding the above, nothing in this Agreement shall be construed so as to prohibit the herein Grantor from the absolute and unfettered right to remove and dispose of any trees, stumps, vegetation, brush and topsoil; to excavate, level, fill, alter or change the topography of said lands and premises; or to enter upon said lands and premises for any other purpose to further the completion of the condominium project. Grantor shall retain said rights until such time as the Grantor shall have completed construction of its condominium project and obtained a certificate of occupancy for the final (142nd) condominium unit in the project.
4. The herein Grantor, its successors and assigns, shall have a perpetual easement and right of way over and across the herein described "Open Space" to remove any trees, brush or other vegetation that in Grantor's sole discretion may fall onto the adjacent "limited common areas" of the Grantor's condominium project as shown on the final survey plat.

In the event that the Municipality elects not to accept title to the "Open Space", as more particularly set forth in the Irrevocable Offer of Dedication between the herein Grantor and the Municipality dated _____, the herein Grantor covenants and agrees to convey the said "Open Space" to the condominium homeowner's association as a "Common Element" of the condominium. In that event, the "Open Space" shall be conveyed to the condominium homeowner's association subject to the following covenants and restrictions:

1. The herein described "Open Space" lands shall be maintained in a natural, scenic and open condition and there shall be no construction of any buildings, structures or other improvements on the property. Said "Open Space" shall be used by the members of the condominium association for passive or recreational and educational purposes, limited solely to walking and nature study, with the specific understanding and limitation that the property is not to be operated, or utilized, as a public park.
2. There shall be no activities or uses on the property which are detrimental to drainage, flood control, water conservation, fish and wildlife, or their habitat.
3. The condominium association, its successors and assigns, shall have the right to remove any trees from the "Open Space", that may fall onto the adjacent "limited common areas" of the condominium project as shown on the final survey plat.

The Grantor agrees that the terms, conditions, restrictions and purposes of this grant will be inserted by reference in any subsequent deed, or other legal instrument, by which the Grantor divests itself of either fee simple title or possessory interest in the property.

The Grantor and the Municipality agree that the "Open Space" as described herein shall at all times satisfy Grantor's density requirements for the condominium project, regardless of whether title to the "Open Space" remains with the condominium association or the Municipality pursuant to the Offer of Irrevocable Dedication.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the day and year first above written.

IN THE PRESENCE OF:

GRANTOR:
[WHITCOMB HEIGHTS, LTD.]

Witness

BY: _____
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Essex Junction, Vermont, this ____ day of _____, personally appeared _____, duly authorized agent for [Whitcomb Heights, Ltd.] and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of [Whitcomb Heights, Ltd.].

Before me, _____
Notary Public
My Commission Expires: 2/10/03

IN THE PRESENCE OF:

MUNICIPALITY: VILLAGE OF
ESSEX JUNCTION

Witness

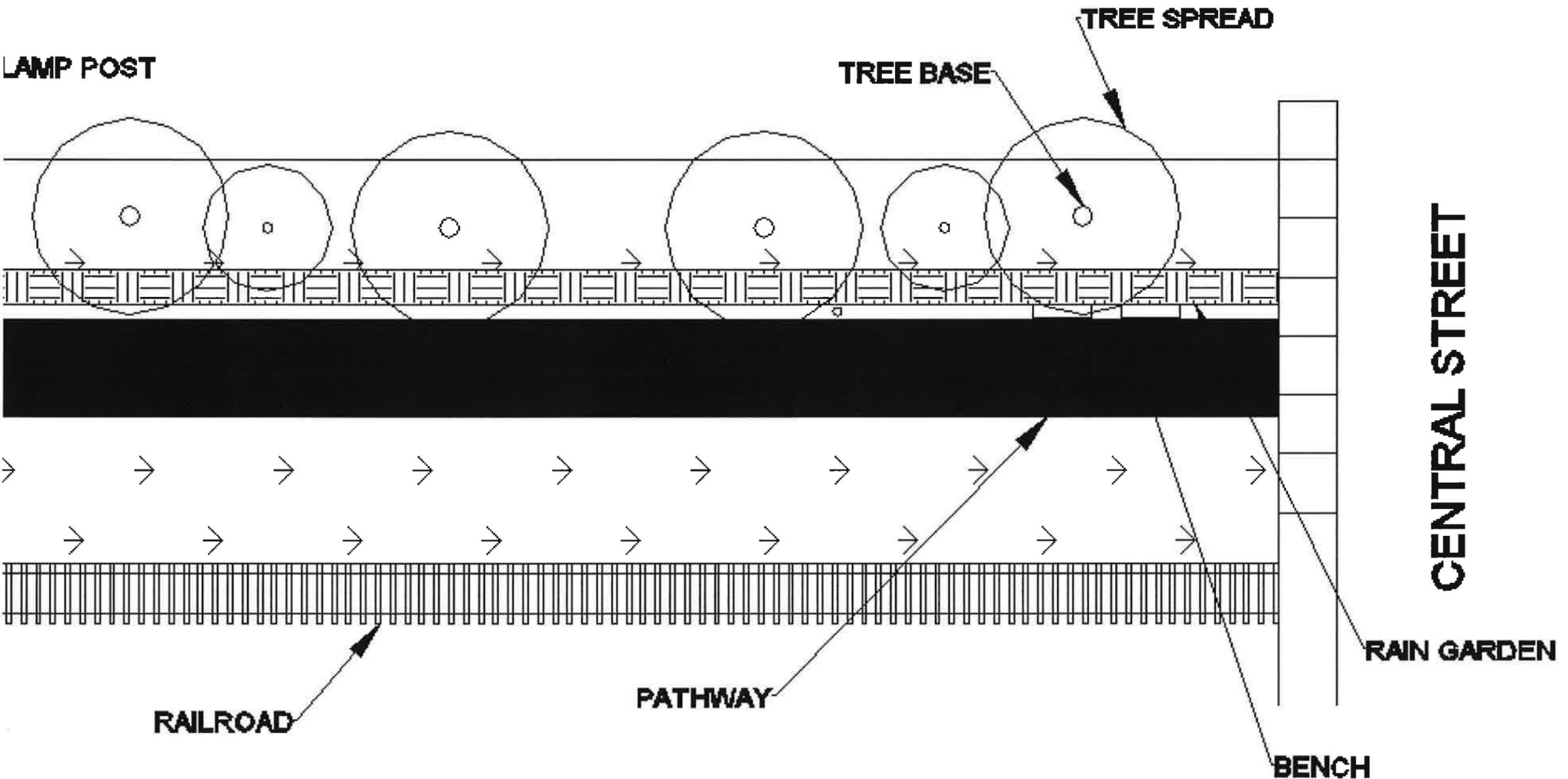
BY: _____
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

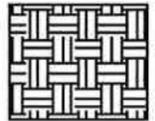
At Essex Junction, Vermont, this ____ day of _____, personally appeared _____, duly authorized agent for the Village of Essex Junction and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Village of Essex Junction.

Before me, _____
Notary Public
My Commission Expires: 2/10/03

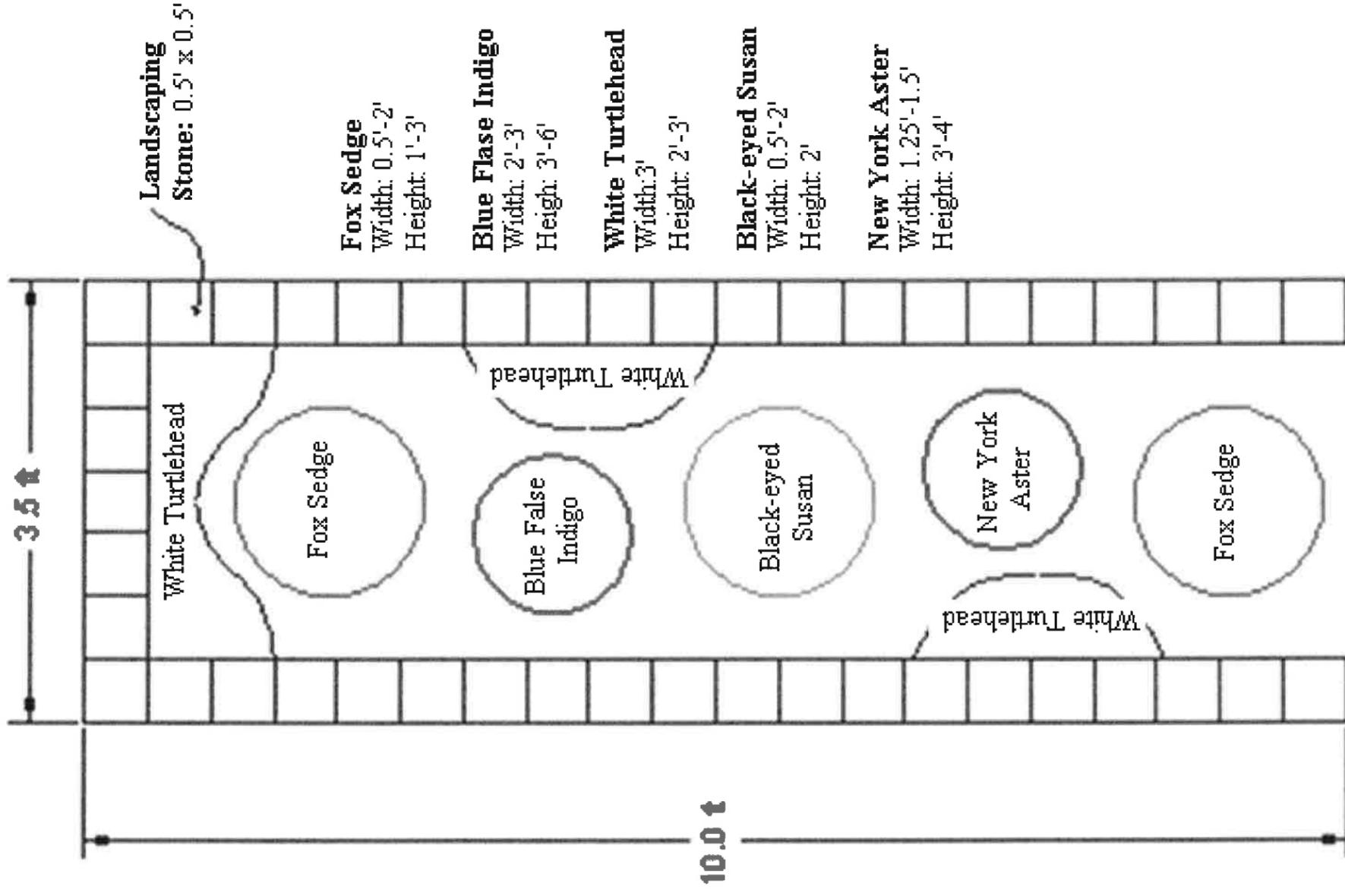
V:\Whitcomb\open.space.wpd



LEGEND

-  PAVEM
-  RAIN G
-  GRASS





Landscaping Stone: 0.5' x 0.5'

Fox Sedge
Width: 0.5'-2'
Height: 1'-3'

Blue False Indigo
Width: 2'-3'
Height: 3'-6'

White Turtlehead
Width: 3'
Height: 2'-3'

Black-eyed Susan
Width: 0.5'-2'
Height: 2'

New York Aster
Width: 1.25'-1.5'
Height: 3'-4'

3.5 ft

10.0 ft

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Path				
4' High Chain Link Fence	1147	lf		
4' High Aluminium Fence	1147	lf		
15' High Solar Lights	10	each	5,250.00	52,250.00
10' Wide Recycled Asphalt 3" Thick Compressed with Vibratory Roller (Global Paving)	10,310	sqft		12,800.00
Base Fill		cft		
Informational Signs	2	each	59.83	119.66
10' Galvanized U-Channel Post	2	each	30.80	61.60
Trash Can	2	each	559.00	1,118.00
Bench	2	each		
Rain Garden				
White Turtle Head	216	each	2.99	645.84
Fox Sedge	428	each	2.99	1,279.72
1/2 of Seeds Black Eyed Susan	2	each	19.95	39.90
New York Asher	428	each	5.00	2,140.00
Rain Garden Cover Material		cft		
Rain Garden Fill		cft		
7" x 7" Landscaping Stone	4030	each	1.16	4,684.08
Trees				
Washington Hawthorn	12	each	22.99	275.88
Japanese Maple	12	each	49.98	599.76
Callery Pear	12	each	58.98	707.76

Susan McNamara-Hill

From: David Barra [dbarra@barralaw.com]
Sent: Friday, April 19, 2013 9:15 AM
To: Susan McNamara-Hill
Subject: Re: Tobacco & head shop ordinance

Susan:

I have no objection, but since it is marked attorney/client privilege it should be released to the public only after majority vote of the Trustees pursuant to the policy on legal opinions, section 3(b).

Dave

On Fri, Apr 19, 2013 at 8:29 AM, Susan McNamara-Hill <susan@essexjunction.org> wrote:

Dave:

Do you have any objection if I copy your response below and put it in with the Trustees' meeting package for their discussion on this subject:

From: David Barra [mailto:dbarra@barralaw.com]
Sent: Thursday, April 18, 2013 2:14 PM

To: Susan McNamara-Hill
Subject: Re: Tobacco & head shop ordinance

Susan:

I believe that the Village does have general authority under Vermont law to regulate the sorts of material and activities involved here. Because it has the potential to interfere with people's private medical information, looking into this closely is a good idea. I have reviewed the materials you forwarded but have not researched the topic in depth. My initial impressions follow.

Limiting locations, numbers and types of stores would, in my opinion, be better accomplished in a zoning context. Adding a layer of bureaucracy to handle a new ordinance or asking existing resources to handle this on top of existing duties may be too much of a stretch. This type of issue is already well-handled by our zoning infrastructure and provides a mechanism for public input.

For those reasons, I do not like the Ludlow ordinance in our situation. It seems to be defining a new prohibited use. In our situation this would be better accomplished in the Land Development Code.

As for the Fair Haven methodology of banning possession, sale and use of drug paraphernalia, that strikes me as dangerously over-inclusive and the exception too onerous and not inclusive enough to protect the average diabetic or other person who takes prescription intravenous drugs or who has family members or pets who do. I would like to hear law enforcement's perspective on this.

Please let me know if you need me to do anything further.

Thanks,

Dave

On Thu, Apr 18, 2013 at 8:49 AM, Susan McNamara-Hill <susan@essexjunction.org> wrote:

Hi Dave:

The Trustees are interested in adopting an ordinance prohibiting or limiting the number of tobacco and drug paraphernalia shops in the Village, Some of the ideas discussed (taking into consideration the number of outlets in proximity to schools and residences, limiting the number, capping the number of licenses in a specific area, not allowing new shops when current licenses expire, etc.) sound like they may be better suited for zoning regulations.

I have attached two ordinances adopted by other communities that I am trying to use as base for a municipal ordinance. Could you take a look at these and see if this is something that is allowed under our Charter and state statute? Part of the issue I see with this is that the Village does not issue licenses and I am not sure what influence the village has over town/state license issues.

Thanks,

Susan

Susan McNamara-Hill, Clerk-Treasurer/Interim Co-Manager
Village of Essex Junction
2 Lincoln Street
Essex Junction, VT 05452
PH (802) 878-6951 FX (802) 878-6946

susan@essexjunction.org
www.essexjunction.org

VILLAGE OF LUDLOW, VERMONT

ORDINANCE PROHIBITING MEDICAL MARIJUANA DISPENSARIES AND ESTABLISHMENTS THAT SELL OR DISPLAY DRUG AND TOBACCO PARAPHERNALIA

1. Purpose of Ordinance
2. Definitions
3. Severability
4. Publication and Effective Date

ARTICLE I: PURPOSE & ENABLING AUTHORITY

WHEREAS, the Village of Ludlow Board of Trustees feels that protecting children from exploitation by those promoting the illegal consumption of marijuana, tobacco and tobacco related products by minors and trafficking in drugs and drug-related products is a goal of highest priority within the Village of Ludlow; and

WHEREAS, prohibiting businesses selling or displaying drug and tobacco paraphernalia in the Village of Ludlow fosters the communities' goal by regulating exposure of impressionable minors to the commercial exploitation by businesses seeking to expand illegal consumption of tobacco and drug use by minors; and

WHEREAS, establishments that sell or display drug paraphernalia and other items promoting the use of illegal drugs characterize such paraphernalia as intended for use with tobacco products; and

WHEREAS, such regulations promote the general welfare and temperance of children and are intended to help reduce the illegal consumption and purchase of tobacco and tobacco related products and illegal drugs and drug related products by children by limiting their exposure to tobacco and drug paraphernalia and items promoting illegal tobacco and drug use; and

WHEREAS, such businesses should be treated in the same fashion as prohibited uses in the Village of Ludlow;

NOW, THEREFORE, pursuant to the authority granted them by 24 V.S.A. § 1971 of the Vermont Statutes Annotated, the Village of Ludlow Board of Trustees hereby adopts this ordinance to prohibit the establishment of medical marijuana dispensaries and drug and tobacco paraphernalia shops in the Village of Ludlow.

ARTICLE II. DEFINITIONS

As used in this ordinance, the following terms shall have the respective meanings here assigned to them:

- 2.01 Medical marijuana dispensary or dispensary is defined as: any facility or location where marijuana is acquired, possessed, cultivated, manufactured, transferred, supplied or sold or, made available to and/or distributed by any of the following: a registered caregiver, a registered patient, or a person with an identification card.
- 2.02 Drug and Tobacco Paraphernalia Establishment is defined as: any premises where drug and tobacco paraphernalia is displayed for sale and/or offered for sale.
- 2.03 Drug and tobacco paraphernalia is defined as: including but not limited to one or more of those items identified in that list set forth in Subdivision 2.04 (a) below, shall mean any device designed primarily for use by individuals for the smoking or ingestion of tobacco, marijuana, hashish, hashish oil, cocaine or any other "controlled substance," as that term is defined in the Health and Safety Code of the State of Vermont.
- 2.04 A device "designed primarily for" the smoking or ingestion set forth in Subdivision 2.03 above, is a device which has been fabricated, constructed, altered, adjusted, or marked especially for use in the smoking or ingestion of tobacco, marijuana, hashish, hashish oil, cocaine or any other "controlled substance," and is peculiarly adapted to that purposes by virtue of a distinctive feature or combination of features associated with tobacco or drug paraphernalia, notwithstanding that it might also be possible to use the device for some other purpose.
- a. Includable items or devices:
- 1). Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes, with or without screens, permanent or otherwise, heads or punctured metal bowls;
 - 2). A device constructed so as to prevent the escape of smoke into the air and to channel smoke into a chamber where it may be accumulated to permit inhalation or ingestion of larger quantities of smoke that would otherwise be possible, whether the device is known as a "bong," or otherwise;
 - 3). A pipe designed for smoking constructed with a receptacle or container in which water or other liquid may be placed into which smoke passes and is cooled in the process of being inhaled or ingested;
 - 4). A pipe designed for smoking which contains a heating unit, whether the device is known as an "electric pipe," or otherwise;
 - 5). A device constructed so as to permit the simultaneous mixing and ingestion of smoke and nitrous oxide or other compressed gas, whether the device is known as a "buzz bomb," or otherwise;
 - 6). A canister, container or other device with a tube, nozzle or other similar arrangement attached and so constructed as to permit the forcing of accumulated smoke into the user's lungs under pressure;

- 7). A device for holding burning material, such as a cigarette that has become too small or too short to be held in the hand, whether the device is known as a "roach clip," or otherwise;"
- 8). Lighters and matches shall be excluded from the definition of tobacco and drug paraphernalia.

ARTICLE III: ENFORCEMENT AND PENALTIES:

- 3.01 This shall be a criminal ordinance which shall be enforced in accordance with the provisions in 24 VSA Ch. 59 or through any Vermont court having proper jurisdiction.
- 3.02 Any person found to be in violation of any provision of the ordinance shall be subject to a fine of not less than one hundred (\$100.00) and not more than five hundred (\$500.00). Each day's failure to comply with an order to cease and desist shall constitute a separate offense.

ARTICLE IV: SEVERABILITY

- 4.01 If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Village of Ludlow hereby declares that it would have passed this ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

ARTICLE V: PUBLICATION & EFFECTIVE DATE

- 5.01 No section of this ordinance shall be construed to supersede or replace any Vermont Statute.
- 5.02 This ordinance shall be entered in the minutes of the Village Board of Trustees meeting, and posted in at least five conspicuous places within the Village of Ludlow and published in a newspaper circulating in the Village on a day not more than fourteen (14) days following the date when the ordinance is so adopted.
- 5.03 This Ordinance shall become effective on February 2, 2013, sixty (60) days after the date of its adoption by the Village Board Trustees, unless a petition is filed with the Village Clerk by January 17, 2013, forty-four (44) days after the date of its adoption. The petition should be addressed to the Village Trustees, should be signed by at least five percent (5%) of the qualified voters of this municipality, and should ask for a special meeting to be called on the question of disapproving the ordinance.

Questions about the Ordinance may be directed to the Municipal Manager, Ludlow, Vermont, or by calling telephone number (802)228-2841.

The foregoing ordinance is hereby adopted by the Board of Trustees of the Village of Ludlow, Vermont on this 14th day of December, 2012.

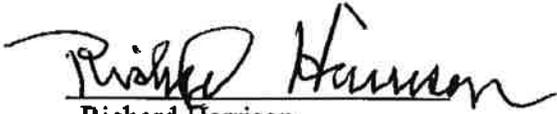
**VILLAGE OF LUDLOW
BOARD OF TRUSTEES**



Robert Gilmore, Chairman



David Rose



Richard Harrison

TOWN OF FAIR HAVEN, VERMONT
DRUG PARAPHERNALIA ORDINANCE

2010-04-20-4

Adopted: 4/20/2010

Effective: 6/20/2010

ORDINANCE ADOPTION HISTORY

Agenda item at regular Selectboard meeting held on 4/20/10

Read and approved at regular Selectboard meeting on 4/20/10

Read and adopted by the Fair Haven Select Board at their regular meeting of 4/20/10
and entered in the minutes of that meeting which were approved on 4/20/10.

Ordinance posted at the following public locations on WEBSITE

- Locations:
- Town Municipal Office
 - Fair Haven Post Office
 - Merchants Bank
 - Chittenden Bank
 - Staw's

Notice of adoption published in the Rutland Herald newspaper on 4/23/10 with a notice of the right to petition. Publication attached.

Ordinance filed with the Fair Haven Town Clerk on 4/21/10

TOWN OF FAIR HAVEN
Notice of Adoption

The Fair Haven Selectboard has adopted the following Ordinances. At their regularly scheduled meeting of April 20, 2010:

DRUG PARAPHERNALIA ORDINANCE:
It is the purpose of this ordinance to regulate the sale, possession and use of drug paraphernalia within the Town of Fair Haven in order to promote the public health, safety and welfare throughout the Town of Fair Haven.

DISORDERLY CONDUCT ORDINANCE:
It is the purpose of this ordinance to regulate the conduct of persons within the Town of Fair Haven in order to promote public health, safety and welfare throughout the Town of Fair Haven.

NOISE IN THE NIGHTTIME ORDINANCE:
It is the purpose of this ordinance to regulate the conduct of persons within the Town of Fair Haven in order to promote public health, safety and welfare throughout the Town of Fair Haven.

DISORDERLY INTERFERENCE BY USE OF TELEPHONE OR OTHER ELECTRONIC COMMUNICATIONS:
It is the purpose of this ordinance to regulate the conduct of persons within the Town of Fair Haven in order to promote public health, safety and welfare throughout the Town of Fair Haven.

WATER MAIN CONNECTION AMENDMENT - ARTICLE 6:
All water service connections, both existing and new, shall be constructed and installed in accordance with the Town of Fair Haven "Water System Backflow Prevention Policy" and the Backflow Policy of the State of Vermont Water Supply Act (Chapter 24).

These ordinances shall become effective 60 days after its adoption unless a petition signed by at least five percent of the voters of Fair Haven is received within forty-five (45) days following adoption, requesting later approval as provided in 24 V.S.A. § 1070.

The public use of these ordinances may be reviewed at the Town Office, 2 North Park Place, Fair Haven, Vermont during regular business hours.

Any questions should be directed to Sorens Williams, Town Manager,
© 802-265-8010 ext 205.

TOWN OF FAIR HAVEN, VERMONT
DRUG PARAPHERNALIA ORDINANCE
2010-04-20-4

Adopted: April 20, 2010

Effective: June 20, 2010

ARTICLE 1 - Authority

Pursuant to 24 V.S.A. section 2291(8) the Selectmen of the Town of Fair Haven, Vermont hereby adopt the following ordinance to regulate the sale, possession and use of drug paraphernalia within the Town of Fair Haven.

This ordinance is designated as a civil ordinance pursuant to 24 VSA Section 1971(b).

ARTICLE 2 - Purpose

It is the purpose of this ordinance to regulate the sale, possession and use of drug paraphernalia within the Town of Fair Haven in order to promote the public health, safety and welfare throughout the Town of Fair Haven.

ARTICLE 3 - Definitions

As used in this ordinance drug paraphernalia is defined as:

1. Any object, whether it be commercially manufactured or homemade, specifically designed for the administration and/or consumption of marijuana, hashish, cocaine, crack cocaine, methamphetamine based drugs, heroine, morphine and any other controlled drug as defined by Vermont Health Regulations in Title 18 VSA Chapter 84 as amended from time to time.
2. Drug paraphernalia shall also include syringes with needles and tourniquets commonly used to reduce blood flow in a limb to facilitate the injection of a controlled substance into a vein.

ARTICLE 4 - Prohibited Conduct

- A. No person shall sell or offer for sale drug paraphernalia
- B. No person shall use drug paraphernalia for the administration of a regulated drug
- C. No person shall possess drug paraphernalia

ARTICLE 5 - Exception

Possession of syringes and needles shall not be deemed a violation of this ordinance if evidence is presented, to the enforcement officer, which **reasonably** shows that the person in possession of the

syringe and needle has a legitimate medically based need to be in possession of syringes with needles.

ARTICLE 6 - Penalties

1. A person who violates the provision of this ordinance shall be fined:

Civil Penalty	Waiver Penalty
\$200	\$100

An issuing municipal official is authorized to recover a waiver fee, in lieu of a civil penalty, for any person who declines to contest a municipal complaint and pays the waiver fee within 20 days of issuance of the municipal complaint.

The waiver penalty may double if not paid within 20 days of issuance of the municipal complaint.

2. Failure to Respond to Vermont Municipal Complaint

Any Vermont Municipal Complaint ticket not answered within 20 days of issue by notifying the Judicial Bureau that you admit, not contest or deny the allegation(s) in the Complaint shall be subject to a failure to answer fee as established by the Judicial Bureau. The additional fee may be added to the Waiver Penalty amount shown on the front of the Complaint.

3 Penalties, Fees, Collection

Any Vermont Municipal Complaint not answered shall be subject to the penalties, fees and collection methods as established by the Vermont Judicial Bureau.

ARTICLE 7 - Enforcement

Enforcement officials shall include any officer from the Fair Haven Municipal Police Department and/or any properly certified Town of Fair Haven Constable who shall issue and pursue before the Judicial Bureau a municipal complaint for violation of this ordinance.

ARTICLE 8 - Repeal

Any other ordinance, amendment or regulation relating to drug paraphernalia is hereby repealed.

ARTICLE 9 - Separability

If any section of this ordinance is held by a court of competent jurisdiction to be invalid, such finding shall not invalidate any other part of this ordinance.

ARTICLE 10 - Amendments

This ordinance may be amended by a majority vote of the Board of Selectmen at any duly constituted meeting in accordance with 24 VSA Section 1972.

ARTICLE 11 - Effective Date

This ordinance shall become effective 60 days after its adoption by the Fair Haven Select Board unless a petition requesting voter approval is submitted within forty-five (45) days following adoption as provided in 24 V.S.A. § 1973.

If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect of this ordinance.

Adopted this 20 day of April 2010 By the Fair Haven Board of Select Board

Ronald Adams
Ron Adams, Chair

Ray Bunker
Ray Bunker

Julie A. Ellis
Julie Ellis

Jeff Sheldon
Jeff Sheldon

Claire L. Stanley
Claire Stanley

TOWN MANAGER

Definition:

Administrative and supervisory work in directing the activities of the town's departments, commissions, boards and officers except those elected; all other related work as required.

Distinguishing Characteristics:

Exercises administrative authority over the operations of the municipality in conformance with policies and objectives set forth by the board of selectmen and the laws of the state.

Performs professional municipal management duties of a highly complex and responsible nature, requiring considerable judgment in making administrative decisions, in carrying out town policy, and in overseeing municipal activities.

Supervises approximately ten administrators and department heads directly with final responsibility for 65 full-time employees.

Makes frequent contacts with local, state and federal officials, local business and community leaders, town employees and department heads, and with the general public.

Errors in administration and judgment could have far-reaching effects on the town's ability to deliver services and/or direct financial and legal repercussions.

Has access to extensive town-wide confidential information including personnel records, negotiating positions, and confidential investigations.

Little physical effort required in performing duties under typical office conditions.

Examples of Work:

Serves as chief administrative officer of the town; plans, directs and supervises the town's departments, commissions, boards and offices; serves as liaison with various state and federal organizations; establishes goals and analyzes and evaluates programs.

Prepares, documents, presents and implements the town's annual budget; prepares warnings for the annual and special town meetings; directs the formulation of the capital improvement program; oversees the community planning efforts, including land use and economic development.

Acts as the town's public safety and personnel director; bargains with employee unions; oversees personnel administration and resolves problematic cases according to established

policies and procedures; develops systematic personnel policies and practices for implementation with union and non-union employees.

Supervises the rental and use of all town facilities and is responsible for the maintenance and repair of all town property.

Performs a vital public relations function for the town in dealing with the complaints, criticism and suggestions of citizens, business, industry, developers and builders; performs community development activities on behalf of the town; develops procedures to coordinate the inter-departmental review of development proposals; implements the inter-departmental strategies related to planning and development.

Oversees the competitive bidding process for contractual services; meets and negotiates with potential vendors and contractors; monitor the progress of consultants and contractors retained by the town.

Work with the board of selectmen on matters affecting town government and matters involving litigation.

Oversees the purchasing of supplies, materials, equipment and facilities; seeks and evaluates opportunities for consolidated purchasing or alternative purchasing arrangements.

Prepares periodic reports to the selectmen; oversees maintenance of statistics; all other work as required by the board of selectmen.

RECOMMENDED MINIMUM QUALIFICATIONS

Education and Experience:

Master's degree in public administration or related field; five years experience in public management or administration OR Bachelor's degree in public administration and seven years experience.

Knowledge, Ability and Skill:

Substantial knowledge of municipal operations. Thorough knowledge of municipal finance, budgets, personnel policies and practices, collective bargaining, state and federal agencies as they relate to municipal government, town charter and policies, federal and state laws. Substantial management skills to direct the work of professional and non-professional subordinates. Ability to represent the town appropriately and effectively. Ability to perform organizational tasks as needed. Ability to work with employees and the general public under conditions of stress.

Must be able to accept constructive criticism and have the ability to communicate and work well with others.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

February 2009

**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

- 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 the Village Charter for cause, except as otherwise provided by law, the Village Charter or personnel rules adopted pursuant to the Village 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 the Village 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 30-35 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 ACKNOWLEDGEMENT

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: _____

RECEIVED

APR 15 2013

Village of Essex Junction

April 13, 2013

Dear Essex Junction Trustees,

I received a letter from Village Clerk/Treasurer/Interim Co-manager Susan Hill today indicating that no person received the 30 write-in votes necessary to be elected Moderator this year. The letter stated that the Trustees would be appointing a Moderator for the time until the next annual meeting.

I am writing to let you know that I would be happy to be Moderator again, and would accept an appointment by the board. I have enjoyed serving Essex Junction in this capacity for the last 10 years. I apologize for not filling out a petition to have my name placed on the ballot in the first place.

The letter stated the Moderator position will be discussed at the April 23rd Trustees meeting. I cannot attend because I will be out of state at that time. I would be happy to talk to the board at a different meeting if you would like to talk to me. I will be out of town 4/19-4/26.

As an aside, I have heard of a few people who watched this year's annual meeting live on Channel 17, and I think that was a positive step to having more people involved and following what is going on in the community. My children were among those watching at home and had not seen an annual meeting before or me in my role as Moderator. I believe it was a good learning experience for them.

Thank you for your time.

Sincerely,



Steven Eustis

18 Wilkinson Drive

Essex Junction, VT 05452



MEMORANDUM

TO: Village Trustees *LM*
FROM: Lauren Morrisseau, Finance Director and Susan McNamara-Hill, Clerk/Treasurer, Co-Acting Managers *SMH*
DATE: April 17, 2013
SUBJECT: Multiuse Path North Grants Background Information

This memo is background information for the acceptance of the CCRPC Grant of \$139,835 and the VTrans Transportation Alternatives Grant for \$250,000 for the Multiuse Path North.

You will note in the Capital Budget as presented in the Annual Report, that the total cost of the project is estimated to be \$550,527. This project cost includes money already spent including the \$6,000 payment to Rail America as well as other preliminary work. It also takes into consideration that the estimated cost of construction will be higher than if the construction were to take place this year.

The Capital Budget presented in the Annual Report shows grant dollars projected for the project to be \$414,799 (\$139,835 from the CCRPC and \$274,964 from VTrans) with the Village responsible for \$135,728 of the project cost. This amount was assuming the full VTrans grant amount applied for of \$274,964 would be awarded. However, the award for the second grant is for \$250,000. This means the Village will pay an estimated total of \$160,692 for the project instead of the \$135,728 as presented in the Annual Report.

In conclusion, staff recommends the Trustees accept the CCRPC grant for \$139,835 and the VTrans Transportation Alternatives Grant for \$250,000 as the project will promote the goals and values of the Village.



MEMORANDUM

TO: Village Trustees
FROM: Darby Brazoski, Community Relations/Economic Development Assistant *DEB*
THROUGH: Susan McNamara-Hill and Lauren Morrisseau, Co-Village Managers *SMH*
DATE: April 23rd, 2013 *JM*
SUBJECT: Multi-Use Safety Path

Village staff have been working to find non-local funding sources for the engineering and construction of a Multi-Use Safety Path along the rail tracks between North and Central Streets. We have received the following grant awards to help offset the local costs of this project:

- The VTrans Transportation Alternatives Program has offered \$250,000, to be matched with \$62,500 in Village funds.
- The CCRPC Sidewalk Grant Program has offered \$139,835, to be matched with \$34,959 in Village funds.

This brings the total amount of grant funds received for this project to \$389,835, with a total Village match of \$97,459. It is estimated that the Village will need to spend an additional \$63,233 in order to complete the project.

Motion: Authorize Village staff to accept grant awards from both VTrans and the CCRPC, totaling \$389,835, to facilitate the engineering and construction of the Multi-Use Safety Path.



MEMORANDUM

TO: Essex Junction Trustees & Department Heads
FROM: Lauren Morrisseau and Susan McNamara-Hill, Co-Acting Managers
DATE: April 23, 2013
SUBJECT: Trustees Meeting Schedule

TRUSTEES MEETING SCHEDULE/EVENTS

May 11 – National Train Day (see attached info)

May 14 at 6:30 – Regular Trustees Meeting

- Bike/Walk Advisory Committee interviews (6 applicants so far)
- Village Tree Committee

May 25 at 10 AM – Memorial Day Parade

May 28 at 6:30 – Regular Trustees Meeting

- Public Information Hearing on FY 14 Water/Sewer Rates

June 11 at 6:30 – Regular Trustees Meeting

- Bid award for office renovations
- Lincoln Hall Leases for FY 14

June 25 at 6:30 – Regular Trustees Meeting

- Appointments to Boards and Commissions
- Annual Appointments (Clerk/Treasurer, Fire Chief, Attorney, Engineer)

July 9 at 6:30 – Regular Trustees Meeting – Suggest it be cancelled due to office renovations

July 20 4-9 PM – Block Party & Street Dance

July 23 at 6:30 – Regular Trustees Meeting

Aug. 13 at 6:30 – Regular Trustees Meeting

Aug. 27 at 6:30 – Regular Trustees Meeting

Sept. 10 at 6:30 – Regular Trustees Meeting

Sept. 24 at 6:30 – Regular Trustees Meeting

Oct. 8 at 6:30 – Regular Trustees Meeting

Oct. 22 at 6:30 – Regular Trustees Meeting



Rail
Agency of Transportation

Vermont.gov (<http://www.vermont.gov>) | Agency of Transportation Home (<http://www.aot.state.vt.us/>) | About us (/about_us) | Info Request (/node/98)
| Contact (/contact) | Site Map (/sitemap)



National Train Day 2013

National Train Day in Vermont- May 11, 2013

National Train Day in Vermont - Online Registration Form [PDF](#) (/sites/railroads/files/OnlineRegistrationForm.pdf)

Celebrate!

This year's National Train Day Event is a celebration of the higher speeds of the Amtrak Vermonter, now increased by the completion of ARRA Track I infrastructure improvements - namely continuous-welded rail and signal and crossing improvements. The Vermonter today travels at an average speed of 55 MPH, and up to 79 MPH where it was limited to 59 MPH before. The Vermonter now departs St. Albans at 8:58 AM (28 minutes later) and arrives in Brattleboro at the same time!

Ride the Vermonter and the White River Flyer for Free!

Passengers will board the southbound Amtrak Vermonter at St. Albans, Essex Junction, Waterbury, Montpelier Junction, Randolph, or White River Junction VT at the regularly scheduled Amtrak times - 8:48, 9:25, 9:49, 10:01, 10:30, and 11:12 AM, arriving at the Bellows Falls Amtrak station at 11:48 AM. After a brief stretch, music, and sandwich pick-up, passengers will then board the White River Flyer for a journey north to White River Junction. Snacks can be purchased in the Vermonter's café car on the ride to Bellows Falls, and free box lunches will be provided for the train ride from Bellows Falls to White River Junction. Be sure to choose your meal when you register.

Main Event-at the White River Junction Rail Station

The White River Flyer will arrive at the White River Junction Station at around 1:30 PM. Following the Flyer's arrival, Agency of Transportation Secretary Brian Searles will host a celebration at the historic White River Junction Rail Station, 102 Railroad Row, White River Junction, VT, beginning at 1:40 PM. Other railroad and state government officials have been invited to speak. Snacks can be purchased in the Vermonter's café car on the ride to Bellows Falls, and free box lunches will be provided on the train ride from Bellows Falls to White River Junction. Be sure to choose your meal when you register, as well. Following the ceremony, there will be an opportunity to view historic displays of railroading in New England, and other railroad exhibits.

Following all activities, at ~ 2:45 PM, invited guests with reservations will board motor coaches for the return north to their station of embarkation. Those wishing to return by train may reserve a \$12 "In Vermont" seat on the northbound Vermonter, departing White River Junction at 6:45 PM. Children, as always, ride for ½ fare - \$6.

Join Us! Register by May 6th, 2013.

Please make your reservation(s) early, as seating on the Amtrak Vermonter is limited. You can learn more and book your journey by registering online [here](#) [PDF](#) (/sites/railroads/files/OnlineRegistrationForm.pdf) or by emailing Bob Atchinson at the VTrans Rail Section Robert.Atchinson@state.vt.us (<mailto:robert.atchinson@state.vt.us>), telephone (last resort only, please) 802-828-5993.

Please register by filling out the following form and hitting the "Submit by E-mail" button.

National Train Day in Vermont - Online Registration Form [PDF](#) (/sites/railroads/files/OnlineRegistrationForm.pdf)

National Train Day flyer [PDF](#) (/sites/railroads/files/National%20Train%20Day%20VT.pdf)

As seating on the Vermonter is limited and menus must be planned, please reserve your seat early!

Passengers MUST RSVP by close of business, May 6th, 2013

NOTE: The train ride and motor coach return will be provided courtesy of Amtrak and VTrans, pending seating availability. All riders MUST pre-register before the event and present a valid ID, pick up their name tag and sign in prior to boarding. Children under 16 do not need an ID, but MUST be accompanied by an adult.

**Village of Essex Junction
2013 Block Party Committee Meeting Minutes
March 25, 2013 at 3:30 PM**

Present: Joanie Maclay, Jackie Lincoln, Mary Tewarson, Sam Jackson, Darby Brazoski and Patty Benoit.

The sponsorships are coming in great; in fact, there are four new ones so far: Eye Care of VT, Jason Leo Automotive, Hornet's Nest Pub & Bailey Spring & Chassis. Also some new participants: Healing Touch of VT, a new business in the downtown, and Fit to Excel/Injury to Excellence in the town.

Darby explained what Fit to Excel would like to do – set up a mini boot camp, rubber sledge hammers, pull-up bars challenge, raffles and videos. These are geared toward both kids and adults. Everyone thought this would be a nice change and addition to the block party. Mary asked what we have for seniors, so shuffle board was suggested. Jackie will check on getting that.

Tim Jerman from the town's 250th anniversary committee indicated they may have an exhibit at the Darkroom Gallery during the block party. They were also invited to have a presence on Railroad Ave.

The band from Contois Music School is being promoted as the Contois School of Music All Star Band and they will play before the Dave Keller Band. We asked Dave Keller and Dave Contois to work out the logistics of the equipment switchover, as both bands are on the stage this year. We're confident that it will be done smoothly and professionally.

In terms of paid vendors, we're not hiring Parvin for the Henna designs this year but she would like to come back on her own. We haven't heard back from the Marcy the balloon lady yet so hopefully she can come back. The face painters are all set to come back as well as the Roaming Railroad.

The group discussed possibly changing the route of the Roaming Railroad but do not want it to cross one of the major roads and it needs to stay on a sidewalk. It will not be going on Railroad Avenue because of the crowds.

The meeting adjourned at 4:20 p.m. The next committee meeting will be Monday, 4/22/13 at 3:30 p.m.

Respectfully submitted,
Patty Benoit



RECEIVED

APR 08 2013

Village of Essex Junction

April 5, 2013

Village of Essex Junction Planning Commission
Village of Essex Junction
2 Lincoln Street
Essex Junction, VT 05452

Essex Junction Board of Trustees
Village of Essex Junction
2 Lincoln Street
Essex Junction, VT 05452

Chittenden County Regional Planning Commission
110 West Canal Street, Suite 202
Winooski, Vermont 05404

Re: **2,200 kW Whitcomb Farm Solar Project**
45-Day Notice Pursuant to 30 V.S.A. §248

Ladies and Gentlemen:

The purpose of this letter is to notify you, in accordance with Section 248 of Title 30, Vermont Statutes Annotated ("Section 248"), that ERWR Whitcomb Farm Solar, LLC ("WFS") on behalf of ERWR Development 1, LLC, is preparing to file a Petition for a Certificate of Public Good with the Vermont Public Service Board ("Board" or "PSB") requesting approval to build and operate a 2,200kW solar electric generation facility to be located on the Whitcomb Farm near the end of South Street in Essex Junction, VT (the "Project").

We are providing details about the proposed Project in this 45-day notice package to the municipal and regional planning commissions in the affected area in accordance with PSB Rule 5.400. This letter describes the Project, the expected Project filing date with the PSB, and the rights of the local and regional planning commissions to comment on the Project plans and participate in the PSB Section 248 process.

This Project is being developed under Vermont's Sustainably Priced Energy Enterprise Development ("SPEED") Standard Offer program. The Project will help Vermont to meet its electric generation needs with a clean, low carbon, renewable source of in-state power.

I. Background

The Whitcomb Farm is a 457 acre operating dairy farm with a deep history dating back to the 1800s. Today, the Whitcomb Family utilizes the property primarily for corn and haylage production and dry cow housing which support their 500+ head of cattle located both on the Essex Junction farm as well their satellite farm in Williston. The farm also serves as a disposal site for organic waste in the community which supports the soils used to cultivate feedstock.

In conjunction with development of the solar project, the landowners are also working with the Vermont Land Trust to conserve the remaining open farmland under long term conservation easements. A map of the proposed solar array in relation to the proposed conservation easements is shown in Exhibit 1.

Development of the solar farm is part of the family's effort to diversify revenue and maintain this legacy agricultural property. The project team will continue working with local and state stakeholders to develop the project while maintaining the integrity of the farm and community.

II. Project Description

The location of the Project site and a conceptual layout are shown on Exhibit 2. Preliminarily, the Project will include approximately:

- 1) 15 acres of solar panels installed on fixed, ground-mounted racking systems;
- 2) Two inverter/transformer stations (one 1000kVA and one 1500kVA);
- 3) Network upgrades associated with extension of 3-phase service along South Street to the project site including new customer riser pole(s); and
- 4) Perimeter fence and gravel access lane.

The panels will be sloped at around 30 degrees with a height of roughly 3 feet on the low side to around 9 feet on the high side. The arrays will be grouped in rows running east west, with panels facing due south. The mounting system consist of driven posts or screw augers, resulting in minimal soil disturbance or loss, and generally avoiding the use of concrete foundations. Underground conductors will connect the arrays to two (2) inverter/transformer stations which will convert the DC current generated by solar panels into AC current before being transmitted to Green Mountain Power's distribution line. Each inverter station will be enclosed in a weather proof structure that is approximately 9 feet high by 12 feet square. In accordance with Board Rule 5.402(C)(2), the project team will include a plan for decommissioning the Project at the end of its useful life.

The project will be sited on an upland portion of the farm parcel toward the middle of the property. This location of the farm was selected to avoid potential floodplain, wetland, environmental, habitat and archeological resource concerns associated with portions of the farm closer to the Winooski River. This location, more distal to adjacent properties bordering the farm, also minimizes concerns related to aesthetic impacts, which will be further mitigated by vegetative screening where practical.

III. Aesthetic Impacts

The Project's aesthetic consultant, T. J. Boyle Associates, a landscape architecture and land planning firm specializing in scenic resource planning, has performed a preliminary visual analysis of the proposed Project. The preliminary visual assessment finds that the Project will not have unduly adverse visual impacts.

The proposed Project is setback from heavily traveled roads. Areas to the north, west and south of the Project site consist mostly of open agricultural fields. Existing vegetation surrounds most of the plateau, further screening this area from surrounding views. It is anticipated that some clearing of vegetation will be necessary. A medium density residential development is located to the east of the proposed array, with most units over 500 feet away. It is likely some visibility will be possible from the adjacent neighborhood. With the exception of limited views from certain locations within this neighborhood, it is anticipated that public views of the Project will be very limited. A complete report documenting potential aesthetic impacts will be completed and will assess impacts by the Quechee Analysis. The report will be included with the Project petition.

IV. Transportation & Construction

The Project will be accessed by South Street without the need for any new paved roads. Most transportation activity will occur during the construction phase, which will involve light construction activity that will last only about 2-3 months. Project components will be delivered to the site via Route 2A and Route 15 (and other state and local roads) and will use standard methods of delivery. The deliveries are not expected to require oversized or overweight special permits.

Under Section 248(f), municipal and regional planning commissions can provide their recommendations to the applicant and to the Public Service Board. Such commissions shall make recommendations, if any, to the Public Service Board and to the petitioner at least 7 days prior to filing of the petition with the Public Service Board. Additionally, these commissions are able to provide revised recommendations pursuant to Board Rule 5.402(A)(1)(b). The expected date for filing the petition is May 20, 2013. More information including "Guide to the Vermont Public Service Board's Section 248 Process" is available on the Board's website: www.psb.vermont.gov.

If you are interested in additional information on this Project, or have comments or concerns, please contact us at (802) 861-3023. We look forward to your review and input.

Sincerely,

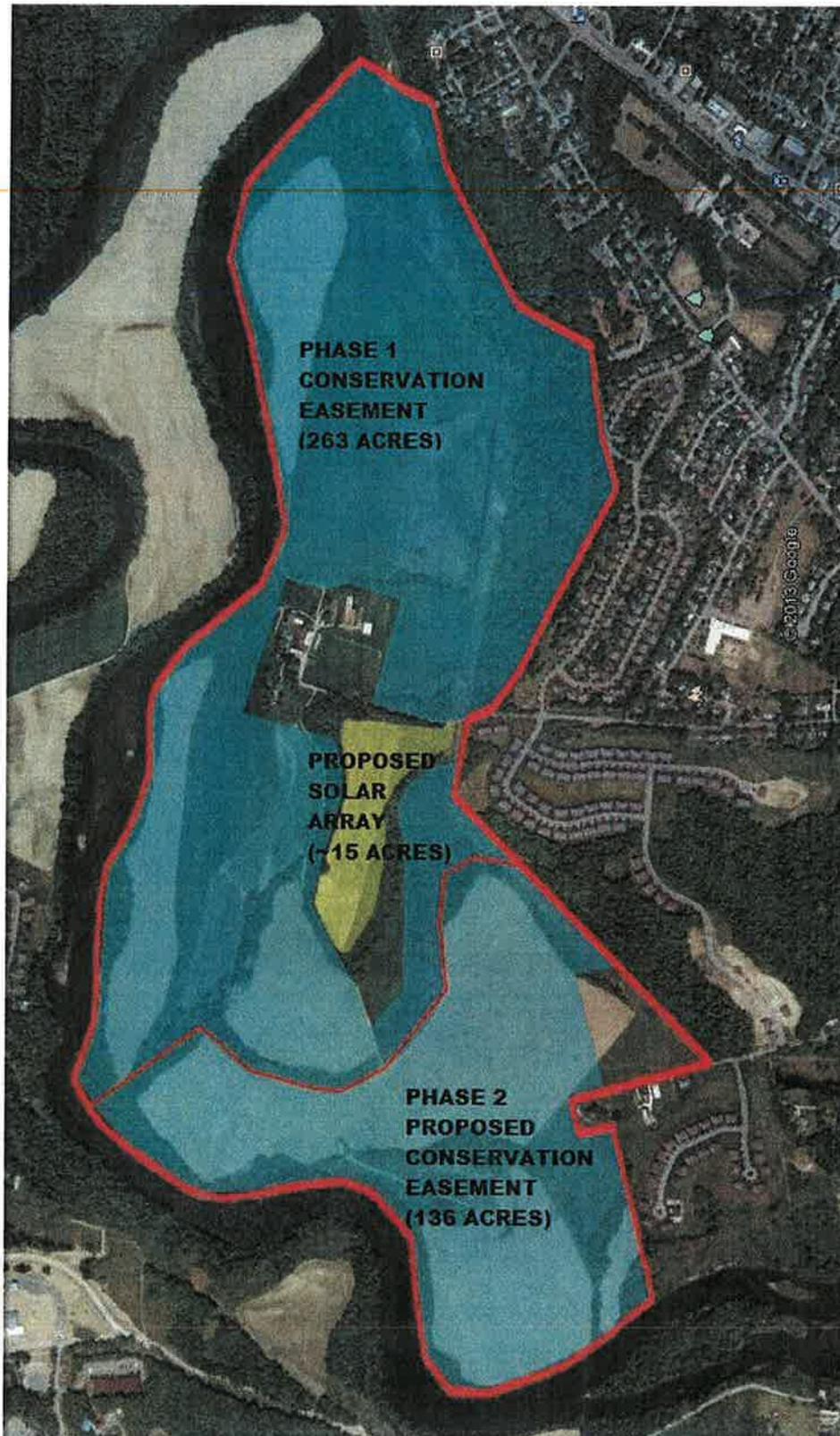


Chad Farrell, Managing Member
ERWR Whitcomb Farm Solar, LLC

Enclosures: Exhibit 1: Property Map
Exhibit 2: Preliminary Site Plan

CC: Mrs. Susan M. Hudson, Clerk, Vermont Public Service Board
Geoff Commons, Director for Public Advocacy, Vermont Department of
Public Service
Jon Groveman, General Counsel, Agency of Natural Resources

Exhibit 1
WHITCOMB FARM - PROPOSED SOLAR PROJECT AND CONSERVATION EASEMENTS



NOTE: Property lines approximate and do not represent actual survey data.

KREBS & LANSING

Consulting Engineers, Inc.

164 Main Street, Suite 201
Colchester, VT 05446
Telephone (802) 878-0375, Fax 878-9618
email@krebsandlansing.com

April 8, 2013

Peter Keibel
District #4 Coordinator
111 West Street
Essex Junction, VT 05452

RE: Essex Pediatrics - Amendment to Land Use Permit 4C0255-4

Dear Peter:

Please find enclosed an amendment application to Land Use Permit #4C0255-4 for a proposed addition to the existing Essex Pediatric medical office building located on Densmore Drive in the Village of Essex. The applicant is proposing to construct an approximately 1,400 square foot building addition along the east side of the existing building. This project does not propose a change in the original number of exam rooms, or doctors, employees, or patients. Rather, the project is needed to relieve overcrowding, provide private physician offices, and comply with HIPAA (Health Insurance Portability & Accountability Act) privacy regulations. These improvements will also address existing non-compliant ADA regulation issues. Currently, a number of physicians share office space making privacy requirements challenging. The additional space is intended to provide the physicians with individual offices.

Please do not hesitate to call with any questions or comments.

Sincerely,



William H. Nedde, P.E.

Enclosure

cc: Tyler Scott

Patty Benoit

subject: FW: Planning Commission resignation letter

From: Liza Kilcoyne [<mailto:lkilcoyne@gk-architects.com>]

Sent: Wednesday, April 03, 2013 12:00 PM

To: Robin Pierce; Terry Hass

Cc: dclemens@sover.net; Aaron Martin; andrewboutin@comcast.net; John Alden; nmeyer52@aol.com; dnistico1@comcast.net; Marianne Riordan

Subject: Planning Commission resignation letter

Good morning, Robin, Terry, Maryann, and Planning Commissioners John, Diane, Nick, David, Aaron, Andrew--

My husband, Jim, and I have sold our home of 25 years and we are moving next week. Regretfully, as of April 10th, I will not be a resident of the Village, so I will no longer qualify to serve on the Planning Commission.

In my personal opinion, the Village is so fortunate to have a GREAT board with a number of very capable individuals, so I don't anticipate the board's workload will skip a beat with my absence.

I have to mention that you all have had a big influence on my staying on the board for as long as I have. I have learned a great deal from our work together and it has been a privilege (and fun) to work with all of you. I wish to thank you for this experience and inspiration!!

I will continue to follow the growth and evolution of a place I will always consider my home.
Best of luck with everything!!

Liza

Liza Kilcoyne, LEED AP



GARDNER KILCOYNE architects
289 Leroy Road, Suite 102 Phone 802 655 0145
Williston, Vermont 05495 www.gk-architects.com

**VILLAGE OF ESSEX JUNCTION
CERTIFICATION OF RESULTS
ANNUAL ELECTION
APRIL 9, 2013**

Number of Voters on Checklist	7,208
Number of Voted Ballots	590
Number of Blank Ballots	2
Annual Meeting 4/3	136

Under Article 7 of the Warning:

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

<u>Office</u>	<u>Name</u>	<u>Number of Votes</u>
Moderator	None elected	
Trustee (3-year term):	Lori Houghton	479
Library Trustee (5 yr term)	Margaret "Daisy" Benson	449
Library Trustee (3 yr term)	Nina Curtiss	427

Under Article 8 of the Warning:

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

Throughout the document: Add the words "or her" and "or she" in each instance that the word "his" or "he" appears in the Charter.

Totals: Yes: 487 No: 76

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.

Totals: Yes: 479 No: 76

Section 4.01. Appointment; Qualifications; Compensation; Removal. The Trustees shall appoint a Village manager for an indefinite term and fix his or her compensation. The manager shall be appointed solely on the basis of his or her 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.

Totals: **Yes: 498** **No: 72**

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

...

[[11] Repealed April 8, 1993]

...

[[12]11) The manager may when . . .

[[13]12) The 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.

[[14]13) The manager shall perform. . .

Totals: **Yes: 466** **No: 86**

Section 4.03. [Removal] Hearing Process.

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

Totals: **Yes: 502** **No: 48**

Attest:


Susan McNamara-Hill, Village Clerk

**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF MEETING
March 26, 2013**

BOARD OF TRUSTEES: George Tyler (Village President); Andrew Brown, Dan Kerin, Elaine Sopchak, Lori Houghton.
ADMINISTRATION: Lauren Morrisseau Co-Manager & Finance Director; Susan McNamara-Hill, Co-Manager & Village Clerk/Treasurer; Jim Jutras, Waste Water Treatment Plant Director.
OTHERS PRESENT: Brad Aldrich, Brad Luck, Jeff Carr, Mike Deweese, Judith DeNova, Jim Collins, Grant Geisler, David Riestler, Jennifer Ashe, Marla Durham, Charlee Day, Michael Smith.

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

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

2. AGENDA ADDITIONS/CHANGES

There were no changes to agenda.

3. GUESTS, PRESENTATIONS, & PUBLIC HEARINGS

a. Comments from Public on Items Not on Agenda

There were no comments from the public at this time.

b. Public Hearing: Charter Amendments

The public hearing on charter amendments relative to the village manager position, fire chief election, and gender neutral language in the document was opened at 6:32 PM. There were no comments from the public and the hearing was closed at 6:33 PM.

c. Update: WWTF Project

Jim Jutras and Brad Aldrich (engineer) updated the Trustees on progress to date with upgrades to the pump station at the high school and the treatment plant, noting the following:

- The high school pump station work is substantially complete. (Photos of the pump station were shown.)
- Upgrades to the treatment plant are progressing well. (Photos were shown of the site.)
- There have been three approved change orders to date at the treatment plant. All the change orders are eligible under the loan except the co-gen system. Contingency built into the budget for the project is covering the cost of the change orders. There was brief discussion of addressing unknown items as they occur and switching off the old system once the new system is complete and online.
- The project is still under the bond allowance.

-
- The tri-town committee will be informed of the progress to date with the upgrades.
 - July 1, 2015 is the projected finish date for the work.

George Tyler noted he will mention the updates to the plant at the joint meeting with the Essex Selectboard because there are legislative issues relative to waste water treatment that have direct impacts.

Dan Kerin mentioned construction traffic by Cascade Park which will be opening soon for the season. Jim Jutras will discuss traffic issues and safety concerns with the contractors.

d. Joint Meeting with Prudential Committee

Members of the Prudential Committee (Charlee Day, Michael Smith, David Riester, Marla Durham, Jennifer Ashe) and CCSU staff (Mike Deweese, Judy DeNova, Grant Geisler) were present for the joint meeting with the Village Trustees. The upcoming retirement of CCSU Superintendent Mike Deweese was noted.

Brad Luck, Recreation Director, briefed the assemblage on activities in the Recreation Department including:

- new staff member(s),
- work by various committees (dog park, Memorial Day Parade, Heart & Soul, 4th of July),
- park upgrades (paths, shed, bathroom improvements, television at the preschool, fence around dog park at 111 West Street, maintenance work on courts and fields, equipment purchases, lighting, security camera, landscaping),
- published brochures available for distribution,
- added programs (after school video club, zumba, yoga, bread making classes),
- special events (fun runs, bonfires, family fun nights, athletes speaking on sports),
- hiring for summer programs,
- solicitation from neighbors on a vision for Stevens Park,
- rec budget is essentially level funded as is the capital plan,
- summer day camp is full which highlights the need for quality childcare in the village,
- rec programs are well attended,
- there will be some new programs and special events in addition to the traditional offerings,
- volunteers are needed for special events and other programs as well as spring and fall cleanup of the parks,
- recreation committee members are interested in being reappointed.

There was brief explanation of the youth sports conglomeration (a positive youth sports alliance of 14 youth sports organizations to hold discussions, align expectations, honor people, and create a common culture of youth sports expectations).

Jeff Carr briefed the assemblage on the work to date on review of the services delivery network for the town and village to identify potential opportunities for synergies, noting the following:

- Staff from both municipalities have been longing for ways to collaborate for a long time to the benefit of the taxpayers, such as automatically incorporating the village plan into the town plan for the area that involves the village and combining some services (i.e. paying taxes in one place).
- For the rec programs it would be prudent to have dialogue at some point in the future of potentially forming a park and rec district for a community-wide delivery system of high quality park and rec programs.
- There appears to be no obstacles either operationally or charter-wise to having an integrated, single, combined municipal manager. Both municipalities are receptive to the single manager model and are working through the issues to be addressed to make that work.
- There needs to be discussion of what makes sense for both the village and town in other areas as well.
- There have been past efforts to consolidate services. There is current momentum in support of consolidating some services.
- Comments should be forwarded to Jeff Carr or Mary Morris.

Marla Durham urged maintaining the rec department structure (i.e. with its own budget and generating its own revenues). Jeff Carr said a park district would be a separate entity and have the ability to raise money and to bond.

Lori Houghton mentioned the grant received through Building Healthy Communities to look at the built environment and how this impacts the community. Local Motion helped with the process. National walk/bike associations recognized the village. A blueprint of action was created and designated partners identified (including CCSU and the Prudential Committee). The village established a walk-bike committee and is seeking members to implement the blueprint and work with the partners to make the community even better.

4. OLD BUSINESS

a. Re-Adopt Rolling Stock Budget

MOTION by Lori Houghton, SECOND by Elaine Sopchak, to readopt the FY14 Rolling Stock Fund Budget in the amount of \$236,217 as recommended by staff.

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

b. Annual Meeting Preparation/Voter Survey

The following was noted:

- Presentations should be simple and to the point. Visual aids should match what is being said. Discussion of capital projects should not be in depth. Pictures of infrastructure work that needs to be done in the village will be shown.
- Elaine Sopchak will present the Whitcomb Farm conservation project and show pictures of the property.
- George Tyler will meet with Steve Eustis to discuss the schedule of speakers at annual meeting.

Jeff Carr briefed the assemblage on the work to date on review of the services delivery network for the town and village to identify potential opportunities for synergies, noting the following:

- Staff from both municipalities have been longing for ways to collaborate for a long time to the benefit of the taxpayers, such as automatically incorporating the village plan into the town plan for the area that involves the village and combining some services (i.e. paying taxes in one place).
- For the rec programs it would be prudent to have dialogue at some point in the future of potentially forming a park and rec district for a community-wide delivery system of high quality park and rec programs.
- There appears to be no obstacles either operationally or charter-wise to having an integrated, single, combined municipal manager. Both municipalities are receptive to the single manager model and are working through the issues to be addressed to make that work.
- There needs to be discussion of what makes sense for both the village and town in other areas as well.
- There have been past efforts to consolidate services. There is current momentum in support of consolidating some services.
- Comments should be forwarded to Jeff Carr or Mary Morris.

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- Wording on the survey was edited to say “special infrastructure tax” instead of “local options tax”. The survey will be collected at the conclusion of the annual meeting.
- The annual meeting will be broadcasted live on Channel 17. Viewers can email their questions to the Village Clerk at the meeting.

5. NEW BUSINESS

a. Bid Award for Street Sweeper

MOTION by Andrew Brown, SECOND by Dan Kerin, to award the bid for the street sweeper to H.P. Fairfield in Morrisville at a cost of \$211,205 as recommended by staff.

DISCUSSION: George Tyler noted in addition to cleaning the streets, the street sweeper clears storm drains at the street level. Lori Houghton mentioned bristles from the old sweeper falling off in the street. Public Works has picked up the metal bristles.

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

6. VILLAGE MANAGER’S REPORT

a. Meeting Schedule

- April 9 @ 6:30 – Regular Trustees Meeting
- April 23 @ 6:30 – Regular Trustees Meeting
- May 14 @ 6:30 – Regular Trustees Meeting
- May 28 @ 6:30 – Regular Trustees Meeting
- June 11 @ 6:30 – Regular Trustees Meeting
- June 25 @ 6:30 – Regular Trustees Meeting
- July 9 @ 6:30 – Regular Trustees Meeting
- July 23 @ 6:30 – Regular Trustees Meeting

Special Meetings/Events:

- April 3 @ 6 PM – Community Supper followed by Annual Village Meeting
- April 8 @ 7:30 – Special Meeting with Essex Selectboard
- April 9 @ 7 AM – 7 PM – Australian Ballot Voting
- May 11 – National Train Day
- May 25 @ 10 AM – Memorial Day Parade
- July 20 – Village Block Party & Street Dance, 4 PM – 9 PM

b. Policies

Staff has drafted a policy on volunteers. Following discussion the Trustees concurred a social media & communications policy on use of iPads is not necessary at this time. A policy may need to be drafted if the village has a Facebook page.

c. Updating the Village Webpage

There was mention of potential opportunity to update the village webpage in the near future.

7. TRUSTEES COMMENTS/CONCERNS & READING FILE

a. Board Member Comments

- CCRPC approved the re-adoption of the village comprehensive plan.
- Acquisition of the fire truck is progressing well.
- Broadcast on Channel 17 of the budget presentation went well.

b. Reading File

- ❖ Minutes
 - Capital Review Committee 3/19/13 (draft)
- ❖ Amtrak's Great American Stations Newsletter
- ❖ Advertisement for Bike-Walk Advisory Committee Members
- ❖ FY12 Single Audit Replacement Schedules

8. CONSENT AGENDA & READING FILE

MOTION by Andrew Brown, SECOND by Elaine Sopchak, to approve the consent agenda as follows:

- 1. Approve Minutes of Previous Meetings (3/12/13)**
- 2. Approve Warrants including Checks #10046785 through #10046864 totaling \$1,397,177.21.**
- 3. Approve/Sign Extension of MOU with Interim Co-Managers**
- 4. Approve Donation of \$50 for Senior-Teen Luncheon**

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

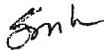
9. EXECUTIVE SESSION and/or ADJOURNMENT

MOTION by Dan Kerin, SECOND by Andrew Brown, to adjourn the meeting.

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

The meeting was adjourned at 8:19 PM.

RScty: M.E.Riordan



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

**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
TOWN OF ESSEX SELECTBOARD
MINUTES OF SPECIAL JOINT MEETING/WORK SESSION
APRIL 8, 2013**

BOARD OF TRUSTEES: George Tyler (President), Dan Kerin (Vice President), Lori Houghton, Elaine Sopchak and Andrew Brown.
ESSEX SELECTBOARD: Linda Myers (Chair), Irene Wrenner, Brad Luck and Michael Plageman, (Dave Rogerson was absent).
ADMINISTRATION: Susan McNamara-Hill, Interim Co-Manager & Clerk/Treasurer
Lauren Morrisseau, Interim Co-Manager & Finance Director
Pat Scheidel, Town Manager
Trevor Lashua, Assistant Town Manager

CALL TO ORDER/INTRODUCTIONS

The work session was held in the meeting room at the Essex Town offices at 81 Main Street, Essex Junction. Village President George Tyler called the meeting to order at 7:30 p.m.

WORK SESSION

The Trustees and Selectboard discussed the idea of sharing one manager between the Town and Village. The consensus of those present supported the idea.

The current Town Manager, Pat Scheidel, was suggested as the person to take on the shared manager role. The consensus of those present supported having Town Manager Pat Scheidel in this position.

Next Steps:

- Village to request permission to negotiate a contract with the Town manager;
- Town to authorize Town manager to negotiate a contract with Village;
- Term of trial period to be one year (July 1, 2013 – June 30, 2014), details to be worked out;
- Process to be open and transparent.

ADJOURNMENT

MOTION by Dan Kerin, SECOND by Lori Houghton, to adjourn the meeting. VOTING: 5 ayes; motion carried.

The meeting was adjourned at 9:00 p.m.

Minutes respectfully submitted by Susan McNamara-Hill, Co-Manager/Clerk/Treasurer



**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF MEETING
April 9, 2013**

BOARD OF TRUSTEES: George Tyler (Village President); Andrew Brown, Dan Kerin, Elaine Sopchak, Lori Houghton.
ADMINISTRATION: Lauren Morrissette Co-Manager & Finance Director; Susan McNamara-Hill, Co-Manager & Village Clerk/Treasurer.
OTHERS PRESENT: Matt Whalen, Toni Morgan, Demaris and Eric Drummond.

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

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

2. AGENDA ADDITIONS/CHANGES

There were no changes to agenda.

3. GUESTS, PRESENTATIONS, & PUBLIC HEARINGS

a. Comments from Public on Items Not on Agenda

There were no comments from the public at this time.

4. NEW BUSINESS

a. Discussion/Follow Up on April 8, 2013 Meeting with Essex Selectboard

George Tyler stated the next step following the discussion of a single manager approach with the Essex Selectboard is a formal letter from the Trustees indicating the desire to move forward with the approach for one year and discuss the matter with Pat Scheidel who will be sharing his time between the town and village as the unified manager. The consensus of the Board is to send the letter. George Tyler will draft the letter.

The following was noted:

- The new approach (single manager for both communities) is new territory and will be dynamic and an evolving situation through the year. Explanation to constituents and staff will need to be done and everyone will need to be heard. The message to village and town staff will be that constructive criticism will be tolerated and encouraged before, during and after the experiment in local government to make sure the right decision is made for both the village and town.
- A list of items to think about prior to meeting with Pat Scheidel should be drafted.
- The nuances of Pat Scheidel sharing his time between the town and village must be worked out.
- The current village manager job description should be reviewed and compared to the town manager job description. The role of the shared position and who is going to fill it must be outlined. Having Pat Scheidel in the role for the first year is logical, but the arrangement could look different at the end (in 2014). In the 1960s the village manager helped the town so there is precedent.
- Waterbury which has a shared manager and is a similar municipality to the village and town was the model used for the unified manager approach.
- The village manager appoints key staff members at the start of each fiscal year (village clerk/treasurer/tax collector, fire chief, attorney, engineer). There was consensus the co-

managers (Lauren Morrissette and Susan McNamara-Hill) will make the recommendations for appointment this year.

- A committee of two members from the Selectboard and Trustees plus Jeff Carr, Mary Morris, and staff for key issues should be formed to envision the manager organization after the first year. Public input should be solicited. The committee meetings could be televised. The goal and focus of the committee is to outline how to hire/fire the unified position, charter changes, contract comparisons from other towns with the same model, and any issues to be addressed. The committee should begin discussions during the first year of the arrangement, perhaps beginning in May or June.
- Susan McNamara-Hill was mentioned for the Assistant Village Manager position. The structure of the position needs to be defined. The co-managers have worked as a team with department heads and this could continue as co-assistant managers. It may be necessary to hire additional support staff or reassign existing staff to help with the work load.
- Periodic updates in the newspaper and using social media should be done to keep the public aware of progress on the unified manager matter.
- Pat Scheidel will be invited to the next Trustees meeting to discuss the future meeting schedule.
- The Trustees will forward comments and questions, concerns and issues to George Tyler for the next meeting packet.
- The Trustees will review the village manager charter and policies.
- Lauren Morrissette will request a copy of the town manager job description.

b. Discussion of Possible Tobacco or “Head Shop” Ordinance

The following was noted:

- A group of citizens approached the Essex Selectboard (the body that grants tobacco licenses in the town/village) and successfully presented their case against granting a tobacco license for the “Up in Smoke” smoking products and paraphernalia shop in the village, but then it was discovered that when only issuing a tobacco license the state liquor control board makes the decision.
- The state has not received a request for a tobacco license yet from the shop owner, but when this is received the owner will be notified of a public hearing within 30 days and the license if granted will be issued thereafter.
- The Trustees need to consider whether an ordinance for head shops in the village should be drafted or a change made in the Land Development Code.
- Issues include safety and health and exposure to community members, especially children, in the walking community of the village.
- There are 13 outlets selling tobacco within one mile of the high school.
- The ordinance or code change should cover tobacco related products and massage parlors as well. The village center designation could be changed for allowable businesses.
- There are establishments serving alcohol within the area of residences and children.
- Shops that currently sell tobacco products could continue to do so. The ordinance or code change would stop new shops from locating in the village downtown area so the area can continue to revitalize for pedestrians and children walking safely to school without being bombarded by the material.
- The issue is more than aesthetics and safety, but is hitting on economic development and overall economic vitality. Other businesses may not want to locate next to a head shop and may leave the downtown area.

- The Essex community including the village will be watching these shops and will report any illegal activity. The police will also be diligent.

PUBLIC COMMENTS

Matt Whalen, Essex CHIPS, suggested having a condition on licenses relative to the proximity of outlets to schools. The number of outlets close to schools could be limited and there could be punitive measures to those who sell to minors. According to 2010 data 800 million packs of cigarettes were consumed by youth and that can create lifetime smokers. The problem needs to be addressed. The Department of Health is trying to affect change in the number of tobacco licenses issued and punitive measures with the licenses.

Demaris Drummond said she is not certain they would have purchased their home if there were two bars and a head shop on Railroad Avenue. The area is where the village should “put its best foot forward” because of the high visibility of store fronts. The building where Up in Smoke wants to locate is beautifully renovated. Ms. Drummond suggested a location that is not so visible be identified for ‘head shop’ type establishments.

ACTION

The consensus of the Trustees is to draft a tobacco and paraphernalia ordinance taking into consideration the number of outlets in proximity to schools and residences. The draft ordinance will be reviewed by the Village Attorney to ensure the ordinance is enforceable and will stand up to legal challenge. Lori Houghton will contact the Ludlow and Fair Haven selectboards to gather information on their ordinances. The issue of massage parlors will be addressed in the future. Elaine Sopchak volunteered to go before the Planning Commission as a village resident to propose removing massage parlors from the list of allowable businesses in the village center.

5. TRUSTEES COMMENTS/ANNOUNCEMENTS

- An appointment is needed from the village on the Rec Advisory Committee.
- There was mention of holding a retreat. Mid to late May was suggested.
- June 5th is the Heart & Soul project partner meeting to get an update on the status of the project and discuss the plan for the September 25th action summit.

6. CONSENT AGENDA & READING FILE

MOTION by Andrew Brown, SECOND by Dan Kerin, to approve the consent agenda as follows:

- 1. Approve Warrants including Checks #10046865 through #10046932 totaling \$75,263.69.**
- 2. Letter of Support for Vermont Route 2A Proposed Shared Use Path**

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

7. ADJOURNMENT

MOTION by Dan Kerin, SECOND by Andrew Brown, to adjourn the meeting. VOTING: unanimous (5-0); motion carried.

The meeting was adjourned at 7:58 PM.

Check Register Report

BL 4/23/13

Date: 04/19/2013

Time: 11:23 am

Page: 1

Village of Essex Junction

BANK:

Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
10046934	04/10/2013	Printed		9473	TODD J. FARRELL	LANDSCAPE WORK-VARIOUS DEPT	5,100.00
10046935	04/10/2013	Printed		2411	VT DEPT OF MOTOR VEHICLES	LADDER TRK REGISTRATION	56.00
10046936	04/19/2013	Printed		10416	DOMINO'S PIZZA	FIRE CALL NOURISHMENT-FIRE	50.00
10046937	04/23/2013	Printed		10508	ADVANCED DISPOSAL	GRIT REMOVAL-WWTF	233.83
10046938	04/23/2013	Printed		10290	ALDRICH + ELLIOT, PC	ENGINEERING-WWTF REFURB	57,513.23
10046939	04/23/2013	Printed		9847	AUTOZONE, INC	SUPPLIES-FIRE	64.94
10046940	04/23/2013	Printed		10301	DAVID A. BARRA, PLC	LEGAL SERVICES-VARIOUS	1,468.50
10046941	04/23/2013	Printed		1655	BLUE CROSS BLUE SHIELD OF VT	TVHP HSA PREM-VAR DEPTS	9,604.65
10046942	04/23/2013	Printed		1655	BLUE CROSS BLUE SHIELD OF VT	COMP HSA PREM-VAR DEPTS	15,047.40
10046943	04/23/2013	Printed		4505	SUZANNE BRAUNEGG	ELECTION/ANNUAL MTG-ADMIN	20.00
10046945	04/23/2013	Printed		0268	BRODART CO.	CIRC MATERIALS-LIBRARY&FRIENDS	290.68
10046946	04/23/2013	Printed		0305	BURLINGTON FREE PRESS	NEWSPAPERS-LIBRARY	22.00
10046948	04/23/2013	Printed		9941	BUSINESSCARD SERVICES	SEE ATTACHED SPREADSHEET	1,109.10
10046949	04/23/2013	Printed		0457	CARGILL, INC SALT DIVISION	DE-ICER-STREET	2,811.76
10046950	04/23/2013	Printed		9743	CARQUEST AUTO PARTS	SUPPLIES-WWTF/STREET	201.17
10046951	04/23/2013	Printed		9533	CCP INDUSTRIES	SHOP RAGS-WWTF	114.80
10046952	04/23/2013	Printed		0246	CHAMPLAIN VALLEY EXPOSITION	REFUND BANNERS OVRPYMNT	250.00
10046953	04/23/2013	Printed		0500	CHAMPLAIN WATER DISTRICT	WATER USAGE-WATER	235,766.30
10046954	04/23/2013	Printed		0525	CHITTENDEN SOLID WASTE DISTRICT	DIRECT FEES-WWTF	147.36
10046955	04/23/2013	Printed		10207	CHOICE CARE CARD	ADMIN FEE-VARIOUS	189.00
10046956	04/23/2013	Printed		0536	DIANE L. CLEMENS	ELECTION/ANNUAL MTG-ADMIN	20.00
10046957	04/23/2013	Printed		9788	COMCAST	CABLE-FIRE	13.52
10046958	04/23/2013	Printed		05898	CRYSTAL ROCK BOTTLED WATER	BOTTLED WATER-LH	25.45
10046959	04/23/2013	Printed		0590	CYR LUMBER	BARK MULCH-STREET	672.88
10046960	04/23/2013	Printed		10401	DE LAGE LANDEN FINANCIAL INC	COPIER LEASE-ADMIN	249.52
10046961	04/23/2013	Printed		1690	DEPOT HOME & GARDEN	GRASS SEED-STREET	75.90
10046962	04/23/2013	Printed		0644	DUBOIS & KING INC.	DESIGN CRESCON-CAP R	5,360.64
10046963	04/23/2013	Printed		0710	ENDYNE, INC.	BATCH CERTIFICATION-WWTF	520.00
10046964	04/23/2013	Printed		0780	ESSEX EQUIPMENT SALES	FIRST AID KIT/DUST MASK-WATER	40.16
10046965	04/23/2013	Printed		0770	ESSEX JUNCTION SCHOOL DISTRICT	SCHL IMPACT FEES TRANSFER	6,879.90
10046966	04/23/2013	Printed		0814	FIRE ENGINEERING	MAG SUBSCRIPTION RENEWAL-FIRE	51.00
10046967	04/23/2013	Printed		08141	FIREHOUSE	MAG SUBSCRIPTION RENEWAL-FIRE	49.95
10046968	04/23/2013	Printed		0751	FISHER AUTO PARTS	SHOP SUPPLIES-STREET	3.72
10046969	04/23/2013	Printed		0899	GAUTHIER TRUCKING CO., INC	RUBBISH REMOVAL-LH/ST	630.12
10046970	04/23/2013	Printed		10453	GE CAPITAL C.O.RICOH USA	COPIER LEASE-WWTF	118.00
10046971	04/23/2013	Printed		10543	CONSTANCIA GOMEZ	SPANISH MUSIC	60.00
10046972	04/23/2013	Printed		24511	GRAINGER	PRESNTR-LIBRARY SAFETY GLOVES/HARD HAT-WWTF	556.00
10046973	04/23/2013	Printed		0965	GREEN MOUNTAIN POWER CORP.	ELELCTRICITY VARIOUS	8,310.46
10046974	04/23/2013	Printed		1023	HALLAM ICS	NE ARC FLASH ANALYSIS-SANIT	2,400.00
10046975	04/23/2013	Printed		9854	IDEXX DISTRIBUTION, INC.	ECOLI TEST SUPPLIES-WWTF	1,142.88
10046976	04/23/2013	Printed		23656	INVEST EAP	EAP SERV-FIRE	216.00
10046977	04/23/2013	Printed		1241	KINNEY DRUGS #21	BATTERIES-WWTF	28.97
10046979	04/23/2013	Printed		1292	LAMOUREUX, & DICKINSON	ENG SVCS LNCS SIDEWALK-CAP R	1,647.97
10046980	04/23/2013	Printed		9768	LHS ASSOCIATES INC	ACCUVOTE CODE/BALLOTS-ADMIN	1,131.00
10046981	04/23/2013	Printed		10130	LOWE'S BUSINESS ACCOUNT	SUPPLIES-VARIOUS	430.02
10046982	04/23/2013	Printed		1460	MAPLEHURST FLORIST	FLOWERS-ADMIN	43.90
10046983	04/23/2013	Printed		9715	MINUTEMAN FIRE & RESCUE	LADDER TRUCK FITUP-ROLL STOCK	22,715.24
10046984	04/23/2013	Printed		9831	JUDITH S MOREAU	ELECTION/ANNUAL MTG-ADMIN	20.00

REVENUE/EXPENDITURE REPORT

Bill List 4/19/13

Page: 1
4/19/2013
12:29 pm

Village of Essex Junction

For the Period: 7/1/2012 to 4/30/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - GENERAL FUND							
Dept: 000.000							
Acct Class: 4000 Revenue							
401.000 PROPERTY TAXES-CURRENT	2,666,989.00	2,666,989.00	2,667,251.86	-0.09	0.00	-262.86	100.0
402.000 STATE FOR VT PILOT & CURRENT U	2,000.00	2,000.00	4,078.63	0.00	0.00	-2,078.63	203.9
403.000 PENALTIES/INTEREST DELINQ. TAX	7,000.00	7,000.00	10,273.66	-0.01	0.00	-3,273.66	146.8
404.000 IBM SUBSIDY	60,578.00	60,578.00	60,578.00	0.00	0.00	0.00	100.0
410.000 LICENSE AND ZONING FEE	30,000.00	30,000.00	41,313.70	2,115.00	0.00	-11,313.70	137.7
411.010 SERVICE FEE - WATER	110,169.00	110,169.00	82,626.75	0.00	0.00	27,542.25	75.0
411.020 SERVICE FEE - WWTP	55,085.00	55,085.00	41,313.75	0.00	0.00	13,771.25	75.0
411.030 SERVICE FEE - SANITATION	110,169.00	110,169.00	82,626.75	0.00	0.00	27,542.25	75.0
420.010 STATE DISTRICT COURT FINES	2,000.00	2,000.00	3,170.00	325.50	0.00	-1,170.00	158.5
420.020 STATE HIGHWAY AID	100,000.00	100,000.00	113,128.23	26,551.07	0.00	-13,128.23	113.1
420.030 EJSD TAX COLLECTION FEES	47,000.00	47,000.00	21,685.01	0.00	0.00	25,314.99	46.1
432.015 PARKING SPACE FEES	4,800.00	4,800.00	3,600.00	0.00	0.00	1,200.00	75.0
432.030 MISCELLANEOUS FIRE RECEIPTS	0.00	0.00	1,231.28	0.00	0.00	-1,231.28	0.0
432.051 BLOCK PARTY CONTRIBUTIONS	1,500.00	1,500.00	1,150.00	150.00	0.00	350.00	76.7
432.070 MISCELLANEOUS STREET RECEIPTS	3,000.00	3,000.00	2,459.60	330.00	0.00	540.40	82.0
432.080 MISCELLANEOUS LIBRARY RECEIPTS	450.00	450.00	526.00	0.00	0.00	-76.00	116.9
434.010 ESSEX TOWN CONTRIB. TO LIBRARY	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
440.000 INTEREST EARNINGS	1,000.00	1,000.00	1,192.21	0.00	0.00	-192.21	119.2
445.000 MISC. - UNCLASSIFIED RECEIPTS	4,600.00	4,600.00	2,324.30	1,266.14	0.00	2,275.70	50.5
Revenue	3,221,340.00	3,221,340.00	3,140,529.73	30,737.61	0.00	80,810.27	97.5
Acct Class: 4900 GRANTS & DONATIONS							
432.032 DONATIONS FOR FORUM	0.00	0.00	1,922.75	0.00	0.00	-1,922.75	0.0
432.033 OTHER DONATIONS	0.00	0.00	5,807.75	5,100.00	0.00	-5,807.75	0.0
432.034 VLCT EQUIP GRANT	0.00	0.00	1,843.87	0.00	0.00	-1,843.87	0.0
432.081 BROWNELL LIBRARY GRANTS	0.00	0.00	1,763.00	0.00	0.00	-1,763.00	0.0
432.083 DONATIONS TO LIBRARY	0.00	0.00	6,637.94	0.00	0.00	-6,637.94	0.0
432.080 MISCELLANEOUS STATE GRANTS	0.00	0.00	8,408.29	0.00	0.00	-8,408.29	0.0
441.012 HOMELND SG 02140-79152-542	0.00	0.00	16,609.00	0.00	0.00	-16,609.00	0.0
441.032 HOMELND SG 02140-70164V-126	0.00	0.00	8,517.00	0.00	0.00	-8,517.00	0.0
GRANTS & DONATIONS	0.00	0.00	51,509.60	5,100.00	0.00	-51,509.60	0.0
Acct Class: 5990 Non Operating Revenues							
410.150 Adult Replacement Receipts	0.00	0.00	1,816.00	430.00	0.00	-1,816.00	0.0
410.151 Juvenile Replacement Receipts	0.00	0.00	1,393.94	295.00	0.00	-1,393.94	0.0
445.100 SALE OF ASSET	0.00	0.00	500.00	0.00	0.00	-500.00	0.0
Non Operating Revenues	0.00	0.00	3,709.94	725.00	0.00	-3,709.94	0.0
Dept: 000.000	3,221,340.00	3,221,340.00	3,195,749.27	36,562.61	0.00	25,590.73	99.2
Revenues	3,221,340.00	3,221,340.00	3,195,749.27	36,562.61	0.00	25,590.73	99.2
Expenditures							
Dept: 100.000 ADMINISTRATION							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	334,477.00	334,477.00	264,272.05	19,336.40	0.00	70,204.95	79.0
720.010 SALARIES OVERTIME	1,000.00	1,000.00	1,293.52	138.96	0.00	-293.52	129.4
720.020 SALARIES PART TIME	7,250.00	7,250.00	10,612.97	480.35	0.00	-3,362.97	146.4
720.022 SOCIAL SECURITY	26,923.00	26,923.00	21,442.89	1,524.87	0.00	5,480.11	79.6
720.024 UNEMPLOYMENT INSURANCE	1,186.00	1,186.00	990.23	110.05	0.00	195.77	83.5
720.026 WORKERS COMP INSURANCE	1,166.00	1,166.00	1,368.49	87.98	0.00	-202.49	117.4
720.028 HEALTH INS & OTHER BENEFITS	66,340.00	66,340.00	52,514.37	3,422.54	0.00	13,825.63	79.2
720.030 RETIREMENT	38,506.00	38,506.00	34,028.74	1,817.64	0.00	4,477.26	88.4
720.032 LIABILITY & PROPERTY INS.	5,857.00	5,857.00	5,720.35	0.00	0.00	136.65	97.7
720.034 PUBLIC OFFICIALS LIABILITY INS	6,075.00	6,075.00	5,981.25	0.00	0.00	93.75	98.5
720.035 HEALTH IMPROV PROGRAMS	1,600.00	1,600.00	147.63	0.00	0.00	1,452.37	9.2
720.050 BOARD MEMBER FEES	2,500.00	2,500.00	1,875.00	0.00	0.00	625.00	75.0
723.000 SUPPLIES	6,700.00	6,700.00	3,305.69	7.94	0.00	3,394.31	49.3
723.001 POSTAGE	4,600.00	4,600.00	3,622.70	658.65	0.00	977.30	78.8

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For the Period: 7/1/2012 to 4/30/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - GENERAL FUND							
Dept: 100.000 ADMINISTRATION							
Acct Class: 7000 Operating Expenses							
723.055 COMPUTER EXPENSES	16,915.00	16,915.00	15,666.35	664.00	0.00	1,248.65	92.6
724.000 TRAINING, CONFERENCES, DUES	13,304.00	13,304.00	5,831.91	201.05	0.00	7,472.09	43.8
725.000 TELEPHONE SERVICES	4,392.00	4,392.00	2,248.15	163.94	0.00	2,143.85	51.2
725.025 COMMUNICATIONS	13,700.00	13,700.00	11,152.96	361.50	0.00	2,547.04	81.4
728.030 VEHICLE MAINTENANCE-TRAVEL	3,600.00	3,600.00	900.00	0.00	0.00	2,700.00	25.0
728.035 VILLAGE PROMOTION	1,000.00	1,000.00	267.77	0.00	0.00	732.23	26.8
735.000 INTERVIEW COSTS	0.00	0.00	155.00	0.00	0.00	-155.00	0.0
745.020 LEASED SERVICES	4,540.00	4,540.00	3,948.62	249.52	0.00	591.38	87.0
745.031 LEGAL SERVICES	15,000.00	15,000.00	12,888.00	1,023.00	0.00	2,112.00	85.9
745.039 OTHER PROFESSIONAL SERVICES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
745.041 AUDIT	5,275.00	5,275.00	5,351.50	0.00	0.00	-76.50	101.5
745.050 PRINTING AND ADVERTISING	5,800.00	5,800.00	3,820.90	184.25	0.00	1,979.10	65.9
745.055 PAY & CLASSIFICATION STUDY	200.00	200.00	0.00	0.00	0.00	200.00	0.0
745.057 ELECTIONS	2,200.00	2,200.00	1,211.00	1,211.00	0.00	989.00	55.0
747.000 HOLIDAY EXPENSE	1,280.00	1,280.00	673.03	0.00	0.00	606.97	52.6
749.000 TRUSTEES EXPENDITURES	4,000.00	4,000.00	5,301.09	1,171.82	0.00	-1,301.09	132.5
755.023 CAPITAL OUTLAY	3,000.00	0.00	0.00	0.00	0.00	0.00	0.0
Operating Expenses	600,386.00	597,386.00	476,592.16	32,815.46	0.00	120,793.84	79.8
ADMINISTRATION	600,386.00	597,386.00	476,592.16	32,815.46	0.00	120,793.84	79.8
Dept: 175.000 MISC TRANSFERS & EXPENDITUES							
Acct Class: 7000 Operating Expenses							
750.021 ROLLING STOCK FUND CONTRIB	163,624.00	163,624.00	122,718.00	0.00	0.00	40,906.00	75.0
750.022 CAP RESRV FND CONT - BEG 1993	372,788.00	372,788.00	279,591.00	0.00	0.00	93,197.00	75.0
750.026 EMP TERM BENEFITS TRANSFER	10,000.00	10,000.00	7,500.00	0.00	0.00	2,500.00	75.0
7 7 HALF PENNY FOR LDR TRUCK NOTE	50,000.00	50,000.00	37,500.00	0.00	0.00	12,500.00	75.0
Operating Expenses	596,412.00	596,412.00	447,309.00	0.00	0.00	149,103.00	75.0
MISC TRANSFERS & EXPENDITUES	596,412.00	596,412.00	447,309.00	0.00	0.00	149,103.00	75.0
Dept: 200.000 LINCOLN HALL							
Acct Class: 7000 Operating Expenses							
720.032 LIABILITY & PROPERTY INS.	5,510.00	5,510.00	4,468.72	0.00	0.00	1,041.28	81.1
723.000 SUPPLIES	1,800.00	1,800.00	1,703.28	11.25	0.00	96.72	94.6
723.065 WATER AND SEWER CHARGE	1,000.00	1,000.00	1,686.33	0.00	0.00	-686.33	168.6
725.000 TELEPHONE SERVICES	480.00	480.00	414.82	42.84	0.00	65.18	86.4
726.000 ELECTRICAL SERVICE	6,510.00	6,510.00	4,884.18	0.00	0.00	1,625.82	75.0
727.000 HEATING	7,000.00	7,000.00	4,552.29	0.00	0.00	2,447.71	65.0
728.000 MAINT. BUILDINGS/GROUNDS	6,500.00	6,500.00	6,833.80	443.50	0.00	-333.80	105.1
745.005 RUBBISH REMOVAL	1,750.00	1,750.00	1,351.50	144.50	0.00	398.50	77.2
745.014 CONTRACT SERVICES	7,503.00	7,503.00	5,549.06	573.93	0.00	1,953.94	74.0
Operating Expenses	38,053.00	38,053.00	31,443.98	1,216.02	0.00	6,609.02	82.6
LINCOLN HALL	38,053.00	38,053.00	31,443.98	1,216.02	0.00	6,609.02	82.6
Dept: 300.000 FIRE DEPARTMENT							
Acct Class: 7000 Operating Expenses							
720.021 SALARIES - FIREFIGHTERS	126,000.00	126,000.00	97,734.92	0.00	0.00	28,265.08	77.6
720.022 SOCIAL SECURITY	9,639.00	9,639.00	7,476.70	0.00	0.00	2,162.30	77.6
720.026 WORKERS COMP INSURANCE	12,000.00	12,000.00	9,333.57	0.00	0.00	2,666.43	77.8
720.029 ACCIDENT & DISABILITY INS.	3,600.00	3,600.00	3,300.00	0.00	0.00	300.00	91.7
720.032 LIABILITY & PROPERTY INS.	8,600.00	8,600.00	7,326.10	0.00	0.00	1,273.90	85.2
723.000 SUPPLIES	2,400.00	2,400.00	1,232.45	25.09	0.00	1,167.55	51.4
723.016 EMS SUPPLIES	1,800.00	1,800.00	980.84	0.00	0.00	819.16	54.5
723.010 GAS, GREASE AND OIL	5,400.00	5,400.00	4,619.34	0.00	0.00	780.66	85.5
723.065 WATER AND SEWER CHARGE	900.00	900.00	203.43	0.00	0.00	696.57	22.6
724.000 TRAINING, CONFERENCES, DUES	5,000.00	5,000.00	2,731.50	51.00	0.00	2,268.50	54.6
725.000 TELEPHONE SERVICES	4,000.00	4,000.00	2,778.44	13.52	0.00	1,221.56	69.5

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Fund: 100 - GENERAL FUND							
Expenditures							
Dept: 300.000 FIRE DEPARTMENT							
Acct Class: 7000 Operating Expenses							
726.000 ELECTRICAL SERVICE	6,600.00	6,600.00	5,141.45	0.00	0.00	1,458.55	77.9
727.000 HEATING	6,000.00	6,000.00	4,283.84	0.00	0.00	1,716.16	71.4
728.000 MAINT. BUILDINGS/GROUNDS	5,000.00	5,000.00	813.58	0.00	0.00	4,186.42	16.3
728.010 RADIO MAINTENANCE	2,000.00	2,000.00	5,685.00	0.00	0.00	-3,685.00	284.3
728.020 MAINTENANCE OTHER	10,000.00	10,000.00	10,082.06	0.00	0.00	-82.06	100.8
728.030 VEHICLE MAINTENANCE-TRAVEL	10,000.00	10,000.00	19,468.20	64.94	0.00	-9,468.20	194.7
728.038 EMERGENCY GENERATOR MAINT	750.00	750.00	375.02	0.00	0.00	374.98	50.0
729.000 UNIFORMS,BOOTS,ETC	18,000.00	18,000.00	15,063.97	0.00	0.00	2,936.03	83.7
729.052 FIRE PREVENTION	1,800.00	1,800.00	1,652.49	0.00	0.00	147.51	91.8
743.051 PHYSICAL EXAMS	6,000.00	6,000.00	4,197.00	0.00	0.00	1,803.00	70.0
743.058 EMPLOYEE ASSISTANCE PROGRAM	900.00	900.00	864.00	216.00	0.00	36.00	96.0
745.013 HYDRANT RENTALS	5,000.00	5,000.00	3,750.00	0.00	0.00	1,250.00	75.0
755.022 NEW EQUIPMENT-RADIOS	4,300.00	4,300.00	0.00	0.00	0.00	4,300.00	0.0
755.025 ROUTINE EQUIPMENT PURCHASES	14,500.00	14,500.00	9,370.99	50.10	0.00	5,129.01	64.6
Operating Expenses	270,189.00	270,189.00	218,464.89	420.65	0.00	51,724.11	80.9
FIRE DEPARTMENT	270,189.00	270,189.00	218,464.89	420.65	0.00	51,724.11	80.9
Dept: 700.000 STREET DEPARTMENT							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	190,875.00	186,875.00	131,192.07	12,626.85	0.00	55,682.93	70.2
720.010 SALARIES OVERTIME	15,000.00	15,000.00	12,240.79	822.71	0.00	2,759.21	81.6
720.020 SALARIES PART TIME	17,018.00	17,018.00	12,679.27	901.81	0.00	4,338.73	74.5
720.022 SOCIAL SECURITY	17,249.00	17,249.00	11,506.88	1,047.60	0.00	5,742.12	66.7
720.024 UNEMPLOYMENT INSURANCE	1,086.00	1,086.00	787.75	85.81	0.00	298.25	72.5
720.026 WORKERS COMP INSURANCE	11,628.00	11,628.00	10,190.85	963.09	0.00	1,437.15	87.6
720.030 HEALTH INS & OTHER BENEFITS	77,761.00	77,761.00	55,443.36	4,574.15	0.00	22,317.64	71.3
720.030 RETIREMENT	19,088.00	19,088.00	13,016.27	1,294.32	0.00	6,071.73	68.2
720.032 LIABILITY & PROPERTY INS.	14,100.00	14,100.00	12,056.88	0.00	0.00	2,043.12	85.5
723.000 SUPPLIES	21,100.00	16,100.00	8,642.99	76.64	0.00	7,457.01	53.7
723.010 WINTER MAINTENANCE	75,000.00	75,000.00	84,509.98	2,811.76	0.00	-9,509.98	112.7
723.012 PAVEMENT MAINTENANCE	15,000.00	15,000.00	12,997.93	0.00	0.00	2,002.07	86.7
723.014 GRAVEL,TOPSOIL	4,500.00	4,500.00	2,680.95	75.90	0.00	1,819.05	59.6
723.015 SIGNS AND POSTS	5,500.00	5,500.00	1,655.76	0.00	0.00	3,844.24	30.1
723.020 GAS,GREASE AND OIL	20,000.00	20,000.00	25,647.95	0.00	0.00	-5,647.95	128.2
723.065 WATER AND SEWER CHARGE	1,500.00	1,500.00	548.84	0.00	0.00	951.16	36.6
724.000 TRAINING, CONFERENCES, DUES	500.00	500.00	232.75	0.00	0.00	267.25	46.6
725.000 TELEPHONE SERVICES	1,800.00	1,800.00	1,375.58	0.00	0.00	424.42	76.4
726.000 ELECTRICAL SERVICE	4,900.00	4,900.00	2,576.32	0.00	0.00	2,323.68	52.6
726.035 STREET LIGHTS	131,840.00	131,840.00	91,494.34	8,282.66	0.00	40,345.66	69.4
726.037 TRAFFIC LIGHTS	5,700.00	5,700.00	4,556.86	0.00	0.00	1,143.14	79.9
727.000 HEATING	4,000.00	4,000.00	2,757.52	0.00	0.00	1,242.48	68.9
728.000 MAINT. BUILDINGS/GROUNDS	2,500.00	2,500.00	3,594.89	0.00	0.00	-1,094.89	143.8
728.010 RADIO MAINTENANCE	200.00	200.00	65.00	0.00	0.00	135.00	32.5
728.020 MAINTENANCE OTHER	1,000.00	1,000.00	1,096.77	0.00	0.00	-96.77	109.7
728.030 VEHICLE MAINTENANCE-TRAVEL	32,000.00	32,000.00	16,078.52	321.61	0.00	15,921.48	50.2
728.033 STREETScape MAINT./IMP	7,500.00	7,500.00	3,391.03	0.00	0.00	4,108.97	45.2
728.036 VILLAGE GARDEN SPOTS	2,500.00	2,500.00	2,108.23	1,800.00	0.00	391.77	84.3
728.037 TRAFFIC/STREET LIGHT MAINT.	6,500.00	6,500.00	7,322.99	2,457.41	0.00	-822.99	112.7
728.041 MEMORIAL PARK	3,000.00	3,000.00	1,636.23	675.00	0.00	1,363.77	54.5
728.043 STREET MARKINGS	5,000.00	5,000.00	1,505.25	0.00	0.00	3,494.75	30.1
729.000 UNIFORMS,BOOTS,ETC	4,500.00	4,500.00	2,389.79	0.00	0.00	2,110.21	53.1
745.005 RUBBISH REMOVAL	6,200.00	6,200.00	3,913.58	485.62	0.00	2,286.42	63.1
745.014 CONTRACT SERVICES	10,000.00	10,000.00	10,726.00	760.00	0.00	-726.00	107.3
745.030 EQUIPMENT RENTALS	3,800.00	3,800.00	3,693.20	0.00	0.00	106.80	97.2
745.041 ENGINEERING SERVICES	15,000.00	15,000.00	16,486.70	0.00	0.00	-1,486.70	109.9
745.041 TRAFFIC CALMING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
755.023 CAPITAL OUTLAY	2,000.00	2,000.00	1,735.00	0.00	0.00	265.00	86.8
760.032 SIDEWALK AND CURB MAINTENANCE	3,000.00	3,000.00	4,620.62	0.00	0.00	-1,620.62	154.0
760.033 STORM SEWER MAINTENANCE	8,500.00	8,500.00	11,042.63	0.00	0.00	-2,542.63	129.9

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Fund: 100 - GENERAL FUND							
Expenditures							
Dept: 700.000 STREET DEPARTMENT							
Acct Class: 7000 Operating Expenses							
760.034 STORM SEWER PERMIT FEES	3,000.00	3,000.00	3,497.00	363.00	0.00	-497.00	116.6
760.035 STORM SEWER PUBLIC EDUCATION	10,000.00	10,000.00	7,312.70	0.00	0.00	2,687.30	73.1
Operating Expenses	782,345.00	773,345.00	601,008.02	40,425.94	0.00	172,336.98	77.7
STREET DEPARTMENT							
782,345.00 773,345.00 601,008.02 40,425.94 0.00 172,336.98 77.7							
Dept: 800.000 BROWNELL LIBRARY							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	292,359.00	292,359.00	235,463.61	22,824.45	0.00	56,895.39	80.5
720.020 SALARIES PART TIME	88,282.00	88,282.00	68,039.12	6,873.55	0.00	20,242.88	77.1
720.022 SOCIAL SECURITY	29,551.00	29,551.00	23,053.93	2,249.18	0.00	6,497.07	78.0
720.024 UNEMPLOYMENT INSURANCE	2,384.00	2,384.00	2,068.33	326.87	0.00	315.67	86.8
720.026 WORKERS COMP INSURANCE	1,285.00	1,285.00	1,333.44	130.10	0.00	-48.44	103.8
720.028 HEALTH INS & OTHER BENEFITS	55,586.00	55,586.00	44,289.55	3,608.92	0.00	11,296.45	79.7
720.030 RETIREMENT	29,236.00	29,236.00	23,412.48	2,264.96	0.00	5,823.52	80.1
720.032 LIABILITY & PROPERTY INS.	10,269.00	10,269.00	9,389.69	0.00	0.00	879.31	91.4
723.000 SUPPLIES	13,500.00	13,500.00	8,896.16	156.16	0.00	4,603.84	65.9
723.001 POSTAGE	2,500.00	2,500.00	2,252.30	0.00	0.00	247.70	90.1
723.055 COMPUTER EXPENSES	3,500.00	3,500.00	1,397.89	0.00	0.00	2,102.11	39.9
723.065 WATER AND SEWER CHARGE	525.00	525.00	332.28	0.00	0.00	192.72	63.3
724.000 TRAINING, CONFERENCES, DUES	2,000.00	2,000.00	2,548.10	450.00	0.00	-548.10	127.4
725.000 TELEPHONE SERVICES	2,000.00	2,000.00	915.93	87.47	0.00	1,084.07	45.8
725.030 TECHNOLOGY ACCESS	5,810.00	5,810.00	4,920.56	69.45	0.00	889.44	84.7
726.000 ELECTRICAL SERVICE	14,850.00	14,850.00	9,995.82	0.00	0.00	4,854.18	67.3
727.000 HEATING	7,500.00	7,500.00	6,165.20	0.00	0.00	1,334.80	82.2
728.000 MAINT. BUILDINGS/GROUNDS	13,000.00	13,000.00	10,616.08	0.00	0.00	2,383.92	81.7
729.000 ALARM SYSTEM MAINTENANCE	800.00	800.00	292.07	0.00	0.00	507.93	36.5
730.000 INTERVIEW COSTS	300.00	300.00	219.00	0.00	0.00	81.00	73.0
745.014 CONTRACT SERVICES	22,548.00	22,548.00	16,522.86	2,007.72	0.00	6,025.14	73.3
745.021 ADULT PROGRAMS	300.00	300.00	322.49	0.00	0.00	-22.49	107.5
745.022 CHILDRENS PROGRAMS	3,000.00	3,000.00	2,078.34	60.00	0.00	921.66	69.3
755.014 COMPUTER REPLACEMENT	8,000.00	5,200.00	3,811.00	0.00	0.00	1,389.00	73.3
755.020 ADULT COLLECTION-PRINT & ELECT	31,000.00	31,000.00	27,686.02	196.14	0.00	3,313.98	89.3
755.021 JUVEN COLLECTION-PRNT & ELECTR	15,500.00	15,500.00	11,114.13	15.38	0.00	4,385.87	71.7
Operating Expenses	655,585.00	652,785.00	517,136.38	41,320.35	0.00	135,648.62	79.2
BROWNELL LIBRARY							
655,585.00 652,785.00 517,136.38 41,320.35 0.00 135,648.62 79.2							
Dept: 900.000 PLANNING AND ZONING DEPT.							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	119,296.00	119,296.00	99,927.04	9,700.01	0.00	19,368.96	83.8
720.010 SALARIES OVERTIME	2,000.00	2,000.00	100.00	0.00	0.00	1,900.00	5.0
720.022 SOCIAL SECURITY	9,560.00	9,560.00	7,779.14	734.72	0.00	1,780.86	81.4
720.024 UNEMPLOYMENT INSURANCE	435.00	435.00	417.92	50.08	0.00	17.08	96.1
720.026 WORKERS COMP INSURANCE	399.00	399.00	1,533.39	148.50	0.00	-1,134.39	384.3
720.028 HEALTH INS & OTHER BENEFITS	40,972.00	40,972.00	23,463.64	2,093.45	0.00	17,508.36	57.3
720.030 RETIREMENT	11,930.00	11,930.00	9,657.74	920.00	0.00	2,272.26	81.0
720.032 LIABILITY & PROPERTY INS.	2,038.00	2,038.00	2,005.65	0.00	0.00	32.35	98.4
720.034 PUBLIC OFFICIALS LIABILITY INS	6,075.00	6,075.00	5,981.25	0.00	0.00	93.75	98.5
720.050 BOARD MEMBER FEES	3,600.00	3,600.00	2,700.00	0.00	0.00	900.00	75.0
723.000 SUPPLIES	2,000.00	2,000.00	968.94	10.64	0.00	1,031.06	48.4
723.001 POSTAGE	1,000.00	1,000.00	235.62	0.00	0.00	764.38	23.6
723.055 COMPUTER EXPENSES	4,705.00	4,705.00	1,994.95	0.00	0.00	2,710.05	42.4
724.000 TRAINING, CONFERENCES, DUES	5,450.00	5,450.00	2,219.68	0.00	0.00	3,230.32	40.7
725.000 TELEPHONE SERVICES	1,392.00	1,392.00	1,117.20	29.60	0.00	274.80	80.3
725.030 COMMUNICATIONS	2,000.00	2,000.00	700.00	0.00	0.00	1,300.00	35.0
725.030 VEHICLE MAINTENANCE-TRAVEL	3,000.00	3,000.00	1,900.00	200.00	0.00	1,100.00	63.3
745.031 LEGAL SERVICES	9,500.00	9,500.00	1,865.00	0.50	0.00	7,635.00	19.6
745.039 OTHER PROFESSIONAL SERVICES	10,000.00	10,000.00	293.50	0.00	0.00	9,706.50	2.9
745.050 PRINTING AND ADVERTISING	5,000.00	5,000.00	1,259.18	90.75	0.00	3,740.82	25.2

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For the Period: 7/1/2012 to 4/30/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - GENERAL FUND							
Expenditures							
Dept: 900.000 PLANNING AND ZONING DEPT.							
Acct Class: 7000 Operating Expenses							
745.051 RECORDING FEES	2,500.00	2,500.00	1,020.00	0.00	0.00	1,480.00	40.8
755.023 CAPITAL OUTLAY	1,500.00	0.00	0.00	0.00	0.00	0.00	0.0
Operating Expenses	244,352.00	242,852.00	167,139.84	13,978.25	0.00	75,712.16	68.8
PLANNING AND ZONING DEPT.	244,352.00	242,852.00	167,139.84	13,978.25	0.00	75,712.16	68.8
Dept: 910.000 ECONOMIC DEVELOPMENT							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	0.00	32,573.00	22,464.00	2,496.00	0.00	10,109.00	69.0
720.010 SALARIES OVERTIME	0.00	0.00	70.20	0.00	0.00	-70.20	0.0
720.020 SALARIES PART TIME	23,400.00	0.00	3,553.00	0.00	0.00	-3,553.00	0.0
720.022 SOCIAL SECURITY	1,790.00	2,491.00	2,125.65	202.84	0.00	365.35	85.3
720.024 UNEMPLOYMENT INSURANCE	217.00	250.00	196.32	36.07	0.00	53.68	78.5
720.026 WORKERS COMP INSURANCE	111.00	120.00	119.46	11.41	0.00	0.54	99.6
720.028 HEALTH INS & OTHER BENEFITS	0.00	3,127.00	2,382.24	185.28	0.00	744.76	76.2
720.030 RETIREMENT	0.00	3,257.00	2,371.20	249.60	0.00	885.80	72.8
745.025 BLOCK PARTY EXPENSE	7,000.00	7,000.00	6,938.18	0.00	0.00	61.82	99.1
745.040 COMMUNITY EVENTS & PROGRAMS	7,000.00	7,000.00	4,245.08	1,125.00	0.00	2,754.92	60.6
745.054 ANNUAL SUPPORT OF ORGNIZATIONS	8,000.00	8,000.00	7,443.00	0.00	0.00	557.00	93.0
745.056 COMMUNITY FORUM	7,500.00	7,500.00	7,500.00	0.00	0.00	0.00	100.0
748.000 NEW PROGRAMS	2,000.00	2,000.00	1,091.43	0.00	0.00	908.57	54.6
748.010 MATCHING GRANT FUNDS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
Operating Expenses	67,018.00	83,318.00	60,499.76	4,306.20	0.00	22,818.24	72.6
ECONOMIC DEVELOPMENT	67,018.00	83,318.00	60,499.76	4,306.20	0.00	22,818.24	72.6
Dept: 920.000 GRANT & OTH UNANTC. EXPENDITUR							
Acct Class: 7000 Operating Expenses							
750.011 TAX ABATEMENT	0.00	0.00	2,140.50	0.00	0.00	-2,140.50	0.0
755.020 ADULT COLLECTION-PRINT & ELECT	0.00	0.00	2,370.54	0.00	0.00	-2,370.54	0.0
755.021 JUVEN COLLECTION-PRNT & ELECTR	0.00	0.00	806.89	9.44	0.00	-806.89	0.0
759.010 Library Grant Expenditures	0.00	0.00	1,463.00	0.00	0.00	-1,463.00	0.0
759.011 LIBRARY DONATION EXPENDITURES	0.00	0.00	3,942.05	699.26	0.00	-3,942.05	0.0
759.013 WB LEARNED GRANT EXPENSES	0.00	0.00	300.00	0.00	0.00	-300.00	0.0
759.023 DONATED MEMORIAL BENCHES	0.00	0.00	4,003.00	0.00	0.00	-4,003.00	0.0
759.030 FIRE DEPT GRANT EXPENDITURE	0.00	0.00	13,051.50	0.00	0.00	-13,051.50	0.0
759.070 STREET DEPT GRANT EXPENDITURES	0.00	0.00	12,074.50	0.00	0.00	-12,074.50	0.0
759.089 Building Healthy Comm Expenses	0.00	0.00	6,085.07	0.00	0.00	-6,085.07	0.0
759.090 FY 12 DESIGNATED EXPENSE	0.00	0.00	12,183.86	1,500.00	0.00	-12,183.86	0.0
759.091 TERMINATION BENEFITS	0.00	0.00	36,000.00	0.00	0.00	-36,000.00	0.0
Operating Expenses	0.00	0.00	94,420.91	2,208.70	0.00	-94,420.91	0.0
GRANT & OTH UNANTC. EXPENDITUR	0.00	0.00	94,420.91	2,208.70	0.00	-94,420.91	0.0
Expenditures	3,254,340.00	3,254,340.00	2,614,014.94	136,691.57	0.00	640,325.06	80.3
Net Effect for GENERAL FUND	-33,000.00	-33,000.00	581,734.33	-100,128.96	0.00	-614,734.33	-1,762.8
Change in Fund Balance:			581,734.33				
Fund: 152 - GEN FUND ROLLING STOCK RESERVE							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	421.31	0.00	0.00	-421.31	0.0
4.000 PROCEEDS OF LONG TERM DEBT	0.00	0.00	250,000.00	0.00	0.00	-250,000.00	0.0
599.000 CONTRIB FROM GENERAL FUND	0.00	0.00	160,218.00	0.00	0.00	-160,218.00	0.0
Revenue	0.00	0.00	410,639.31	0.00	0.00	-410,639.31	0.0
Acct Class: 4900 GRANTS & DONATIONS							

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Fund: 152 - GEN FUND ROLLING STOCK RESERVE							
Revenues							
Dept: 000.000							
Acct Class: 4900 GRANTS & DONATIONS							
432.095 FROM TOWN FOR LADDER TRUCK	0.00	0.00	100,000.00	0.00	0.00	-100,000.00	0.0
GRANTS & DONATIONS	0.00	0.00	100,000.00	0.00	0.00	-100,000.00	0.0
Acct Class: 5990 Non Operating Revenues							
445.103 SALE OF 1991 PIERCE LADDER	0.00	0.00	80,000.00	0.00	0.00	-80,000.00	0.0
Non Operating Revenues	0.00	0.00	80,000.00	0.00	0.00	-80,000.00	0.0
Dept: 000.000	0.00	0.00	590,639.31	0.00	0.00	-590,639.31	0.0
Revenues	0.00	0.00	590,639.31	0.00	0.00	-590,639.31	0.0
Expenditures							
Dept: 000.000							
Acct Class: 7000 Operating Expenses							
745.050 PRINTING AND ADVERTISING	0.00	0.00	300.00	0.00	0.00	-300.00	0.0
Operating Expenses	0.00	0.00	300.00	0.00	0.00	-300.00	0.0
Acct Class: 8000 Capital Projects							
750.719 FIRE LADDER TRUCK (13)	0.00	0.00	827,436.36	24,438.36	0.00	-827,436.36	0.0
750.720 DIESEL DUMP TRUCK (13)	0.00	0.00	129,072.91	0.00	0.00	-129,072.91	0.0
750.721 SWEEPER (13)	0.00	0.00	104.50	0.00	0.00	-104.50	0.0
Capital Projects	0.00	0.00	956,613.77	24,438.36	0.00	-956,613.77	0.0
Dept: 000.000	0.00	0.00	956,913.77	24,438.36	0.00	-956,913.77	0.0
Expenditures	0.00	0.00	956,913.77	24,438.36	0.00	-956,913.77	0.0
Net Effect for GEN FUND ROLLING STOCK RESERVE	0.00	0.00	-366,274.46	-24,438.36	0.00	366,274.46	0.0
Change in Fund Balance:			-366,274.46				
Fund: 159 - Veterans Memorial Park							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	7.22	0.00	0.00	-7.22	0.0
441.016 Memorial Park Picture Revenue	0.00	0.00	300.00	0.00	0.00	-300.00	0.0
Revenue	0.00	0.00	307.22	0.00	0.00	-307.22	0.0
Dept: 000.000	0.00	0.00	307.22	0.00	0.00	-307.22	0.0
Revenues	0.00	0.00	307.22	0.00	0.00	-307.22	0.0
Net Effect for Veterans Memorial Park	0.00	0.00	307.22	0.00	0.00	-307.22	0.0
Change in Fund Balance:			307.22				
Fund: 200 - GEN FUND CAPITAL RESERVE FUND							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	430.29	0.00	0.00	-430.29	0.0
441.026 PEARL GRNT CA0247 STP 5300 (12)	0.00	0.00	7,534.60	0.00	0.00	-7,534.60	0.0
441.033 LNCS SDWLK GRNT CA0313INVI	0.00	0.00	33,544.66	13,863.94	0.00	-33,544.66	0.0
441.034 CRES CNCTR GRANT STP 5300(13)	0.00	0.00	48,147.41	0.00	0.00	-48,147.41	0.0
500.000 CONTRIB FROM GENERAL FUND	0.00	0.00	279,591.00	0.00	0.00	-279,591.00	0.0
Revenue	0.00	0.00	369,247.96	13,863.94	0.00	-369,247.96	0.0
Acct Class: 4900 GRANTS & DONATIONS							

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Fund: 200 - GEN FUND CAPITAL RESERVE FUND							
Dept: 000.000							
Acct Class: 4900 GRANTS & DONATIONS							
432.094 HANDY DONATION TO LNCST SDWALK	0.00	0.00	12,000.00	0.00	0.00	-12,000.00	0.0
GRANTS & DONATIONS	0.00	0.00	12,000.00	0.00	0.00	-12,000.00	0.0
Dept: 000.000	0.00	0.00	381,247.96	13,863.94	0.00	-381,247.96	0.0
Revenues	0.00	0.00	381,247.96	13,863.94	0.00	-381,247.96	0.0
Expenditures							
Dept: 000.000							
Acct Class: 8000 Capital Projects							
750.155 MULTI-USE PATH NORTH	0.00	0.00	7,891.01	0.00	0.00	-7,891.01	0.0
750.166 ALGONQUIN RDWY RECONST.(12)	0.00	0.00	98,168.46	0.00	0.00	-98,168.46	0.0
750.169 CRESCENT CONNECTOR	0.00	0.00	122,396.53	0.00	0.00	-122,396.53	0.0
750.171 LINCOLN ST. SDWLK EXTENSION	0.00	0.00	36,459.41	0.00	0.00	-36,459.41	0.0
750.172 BY WAY SIGN	0.00	0.00	7,612.31	0.00	0.00	-7,612.31	0.0
750.173 CONFERENCE ROOM IMPROVEMENTS	0.00	0.00	16,050.89	0.00	0.00	-16,050.89	0.0
750.174 FENCE-MAIN ST. BIKE PATH	0.00	0.00	91.00	0.00	0.00	-91.00	0.0
750.700 CAPITAL RES. PAVING	0.00	0.00	96,015.64	0.00	0.00	-96,015.64	0.0
Capital Projects	0.00	0.00	384,685.25	0.00	0.00	-384,685.25	0.0
Dept: 000.000	0.00	0.00	384,685.25	0.00	0.00	-384,685.25	0.0
Expenditures	0.00	0.00	384,685.25	0.00	0.00	-384,685.25	0.0
Net Effect for GEN FUND CAPITAL RESERVE FUND	0.00	0.00	-3,437.29	13,863.94	0.00	3,437.29	0.0
Change in Fund Balance:			-3,437.29				
Fund: 210 - LAND ACQUISITION FUND							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	148.48	0.00	0.00	-148.48	0.0
Revenue	0.00	0.00	148.48	0.00	0.00	-148.48	0.0
Dept: 000.000	0.00	0.00	148.48	0.00	0.00	-148.48	0.0
Revenues	0.00	0.00	148.48	0.00	0.00	-148.48	0.0
Net Effect for LAND ACQUISITION FUND	0.00	0.00	148.48	0.00	0.00	-148.48	0.0
Change in Fund Balance:			148.48				
Fund: 230 - WATER FUND							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	59.46	0.00	0.00	-59.46	0.0
445.000 MISC. - UNCLASSIFIED RECEIPTS	0.00	0.00	365.50	0.00	0.00	-365.50	0.0
465.010 SALE OF WATER-RESIDENTIAL	761,109.00	761,109.00	417,350.19	0.00	0.00	343,758.81	54.8
465.020 WATER SALES - LARGE USERS	73,628.00	73,628.00	56,599.15	7,261.91	0.00	17,028.85	76.9
465.030 RENTAL OF HYDRANTS	5,000.00	5,000.00	3,750.00	0.00	0.00	1,250.00	75.0
465.040 WATER BILLING PENALTIES	3,500.00	3,500.00	2,317.80	0.00	0.00	1,182.20	66.2
465.045 WATER RECONNECT FEES	0.00	0.00	75.00	0.00	0.00	-75.00	0.0
465.050 MISCELLANEOUS WATER RECEIPTS	15,000.00	15,000.00	12,481.00	2,200.00	0.00	2,519.00	83.2
Revenue	858,237.00	858,237.00	492,998.10	9,461.91	0.00	365,238.90	57.4
Acct Class: 4650 IBM Water Pass Thru Rev							
465.015 SALE OF WATER-IBM	2,081,376.00	2,081,376.00	1,528,177.28	196,071.68	0.00	553,198.72	73.4

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Fund: 230 - WATER FUND							
Dept: 000.000							
Acct Class: 4650 IBM Water Pass Thru Rev							
465.017 SALE OF WATER - IBM VT TAX	41,931.00	41,931.00	37,647.02	4,830.27	0.00	4,283.98	89.8
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IBM Water Pass Thru Rev	2,123,307.00	2,123,307.00	1,565,824.30	200,901.95	0.00	557,482.70	73.7
Acct Class: 5990 Non Operating Revenues							
440.010 Interest Earned - Capital Res	0.00	0.00	96.61	0.00	0.00	-96.61	0.0
465.055 CURRENT YR CONTRIBUTION INCOME	0.00	0.00	75,000.00	0.00	0.00	-75,000.00	0.0
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Non Operating Revenues	0.00	0.00	75,096.61	0.00	0.00	-75,096.61	0.0
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Dept: 000.000	2,981,544.00	2,981,544.00	2,133,919.01	210,363.86	0.00	847,624.99	71.6
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Revenues	2,981,544.00	2,981,544.00	2,133,919.01	210,363.86	0.00	847,624.99	71.6
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Expenditures							
Dept: 650.000 WATER DEPARTMENT							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	94,843.00	94,843.00	76,610.94	7,579.66	0.00	18,232.06	80.8
720.010 SALARIES OVERTIME	13,843.00	13,843.00	10,484.18	547.11	0.00	3,358.82	75.7
720.020 SALARIES PART TIME	6,311.00	6,311.00	3,882.59	104.89	0.00	2,428.41	61.5
720.022 SOCIAL SECURITY	8,843.00	8,843.00	6,792.13	608.54	0.00	2,050.87	76.8
720.024 UNEMPLOYMENT INSURANCE	564.00	564.00	475.46	75.00	0.00	88.54	84.3
720.026 WORKERS COMP INSURANCE	4,243.00	4,243.00	4,714.91	447.45	0.00	-471.91	111.1
720.028 HEALTH INS & OTHER BENEFITS	41,332.00	41,332.00	32,328.41	2,815.08	0.00	9,003.59	78.2
720.030 RETIREMENT	9,484.00	9,484.00	7,538.12	727.99	0.00	1,945.88	79.5
720.032 LIABILITY & PROPERTY INS.	2,748.00	2,748.00	2,549.32	0.00	0.00	198.68	92.8
720.040 INTEREST EXPENSE	100.00	100.00	39.27	0.00	0.00	60.73	39.3
720.050 SUPPLIES	6,000.00	6,000.00	1,130.97	40.16	0.00	4,869.03	18.8
720.060 POSTAGE	750.00	750.00	431.06	0.00	0.00	318.94	57.5
723.020 GAS, GREASE AND OIL	2,800.00	2,800.00	864.91	0.00	0.00	1,935.09	30.9
723.041 METERS AND PARTS	3,960.00	3,960.00	41.86	0.00	0.00	3,918.14	1.1
723.042 DISTRIBUTION MATERIALS	8,000.00	8,000.00	889.82	0.00	0.00	7,110.18	11.1
723.055 COMPUTER EXPENSES	600.00	600.00	1,130.08	0.00	0.00	-530.08	188.3
723.065 WATER AND SEWER CHARGE	300.00	300.00	101.72	0.00	0.00	198.28	33.9
724.000 TRAINING, CONFERENCES, DUES	2,000.00	2,000.00	897.70	0.00	0.00	1,102.30	44.9
726.000 ELECTRICAL SERVICE	650.00	650.00	449.33	0.00	0.00	200.67	69.1
727.000 HEATING	3,500.00	3,500.00	2,495.08	0.00	0.00	1,004.92	71.3
728.020 MAINTENANCE OTHER	1,500.00	1,500.00	1,104.41	0.00	0.00	395.59	73.6
728.034 WATER LINES MAINT-BREAKS	16,000.00	16,000.00	5,178.54	0.00	0.00	10,821.46	32.4
729.000 UNIFORMS, BOOTS, ETC	1,000.00	1,000.00	693.33	0.00	0.00	306.67	69.3
745.014 CONTRACT SERVICES	110,169.00	110,169.00	82,626.75	0.00	0.00	27,542.25	75.0
745.039 OTHER PROFESSIONAL SERVICES	1,500.00	1,500.00	275.00	0.00	0.00	1,225.00	18.3
745.041 AUDIT	3,151.00	3,151.00	3,197.00	0.00	0.00	-46.00	101.5
745.042 CWD WATER PURCHASE	403,909.00	403,909.00	307,574.64	0.00	0.00	96,334.36	76.1
745.050 PRINTING AND ADVERTISING	2,000.00	2,000.00	194.93	0.00	0.00	1,805.07	9.7
750.020 TRANS TO CAPITAL RESERVE	100,000.00	100,000.00	75,000.00	0.00	0.00	25,000.00	75.0
770.510 STATE WATER TAX	8,137.00	8,137.00	7,577.22	0.00	0.00	559.78	93.1
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Operating Expenses	858,237.00	858,237.00	637,269.68	12,945.88	0.00	220,967.32	74.3
Acct Class: 7800 IBM Water Costs							
745.043 CWD Water Purchase - IBM	2,081,376.00	2,081,376.00	1,528,177.28	0.00	0.00	553,198.72	73.4
770.511 State Water Tax - IBM	41,931.00	41,931.00	37,647.02	0.00	0.00	4,283.98	89.8
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IBM Water Costs	2,123,307.00	2,123,307.00	1,565,824.30	0.00	0.00	557,482.70	73.7
Acct Class: 8000 Capital Projects							
750.159 ALGONQUIN WATER LOOP EXT	0.00	0.00	41,460.46	0.00	0.00	-41,460.46	0.0
750.207 WATER PICKUP TRUCK	0.00	0.00	21,323.62	180.00	0.00	-21,323.62	0.0
750.211 METER REPLACEMENT PROGRAM	0.00	0.00	14,216.55	0.00	0.00	-14,216.55	0.0
750.213 BACKHOE REPLACEMENT	0.00	0.00	73,865.00	0.00	0.00	-73,865.00	0.0
750.426 UTILITY RATE STUDY	0.00	0.00	6,199.03	260.00	0.00	-6,199.03	0.0

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Village of Essex Junction

For the Period: 7/1/2012 to 4/30/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 230 - WATER FUND							
Expenditures							
Dept: 650.000 WATER DEPARTMENT							
Capital Projects	0.00	0.00	157,064.66	440.00	0.00	-157,064.66	0.0
WATER DEPARTMENT	2,981,544.00	2,981,544.00	2,360,158.64	13,385.88	0.00	621,385.36	79.2
Expenditures	2,981,544.00	2,981,544.00	2,360,158.64	13,385.88	0.00	621,385.36	79.2
Net Effect for WATER FUND	0.00	0.00	-226,239.63	196,977.98	0.00	226,239.63	0.0
Change in Fund Balance:			-226,239.63				
Fund: 400 - SANITATION FUND							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
432.040 MISCELLANEOUS SEWER RECEIPTS	20,000.00	20,000.00	41,000.00	4,000.00	0.00	-21,000.00	205.0
440.000 INTEREST EARNINGS	0.00	0.00	135.64	0.00	0.00	-135.64	0.0
442.000 ESSEX PUMP STATION FEES	25,075.00	25,075.00	13,185.17	4,567.71	0.00	11,889.83	52.6
442.010 2 PARY AGREEMNT REV	15,000.00	15,000.00	11,250.00	3,750.00	0.00	3,750.00	75.0
445.000 MISC. - UNCLASSIFIED RECEIPTS	0.00	0.00	731.00	0.00	0.00	-731.00	0.0
500.000 ANNUAL CUSTOMER CHARGE	383,846.00	383,846.00	240,041.20	0.00	0.00	143,804.80	62.5
500.001 ANNUAL CUSTOMER CHARGE - PEN	1,800.00	1,800.00	1,230.49	0.00	0.00	569.51	68.4
Revenue	445,721.00	445,721.00	307,573.50	12,317.71	0.00	138,147.50	69.0
Acct Class: 5990 Non Operating Revenues							
430.012 WWTF CAPACITY SALE REVENUE	0.00	0.00	100,000.00	0.00	0.00	-100,000.00	0.0
430.017 CSWD FOR CONCRETE TANKS	0.00	0.00	3,500.00	0.00	0.00	-3,500.00	0.0
440.010 Interest Earned - Capital Res	0.00	0.00	451.52	0.00	0.00	-451.52	0.0
440.010 INTEREST WWTF RESERV	0.00	0.00	483.39	0.00	0.00	-483.39	0.0
440.015 CURRENT YR CONTRIBUTION INCOME	0.00	0.00	56,250.00	0.00	0.00	-56,250.00	0.0
Non Operating Revenues	0.00	0.00	160,684.91	0.00	0.00	-160,684.91	0.0
Dept: 000.000	445,721.00	445,721.00	468,258.41	12,317.71	0.00	-22,537.41	105.1
Revenues	445,721.00	445,721.00	468,258.41	12,317.71	0.00	-22,537.41	105.1
Expenditures							
Dept: 400.000 SANITATION DEPARTMENT							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	89,579.00	89,579.00	63,015.68	6,246.23	0.00	26,563.32	70.3
720.010 SALARIES OVERTIME	14,100.00	14,100.00	7,012.37	453.25	0.00	7,087.63	49.7
720.020 SALARIES PART TIME	9,461.00	9,461.00	4,645.58	104.89	0.00	4,815.42	49.1
720.022 SOCIAL SECURITY	8,701.00	8,701.00	5,534.93	501.22	0.00	3,166.07	63.6
720.024 UNEMPLOYMENT INSURANCE	564.00	564.00	456.09	84.12	0.00	107.91	80.9
720.026 WORKERS COMP INSURANCE	4,047.00	4,047.00	3,009.94	284.69	0.00	1,037.06	74.4
720.028 HEALTH INS & OTHER BENEFITS	25,235.00	25,235.00	29,616.28	2,555.64	0.00	-4,381.28	117.4
720.030 RETIREMENT	8,958.00	8,958.00	6,620.84	655.24	0.00	2,337.16	73.9
720.032 LIABILITY & PROPERTY INS.	6,091.00	6,091.00	5,255.39	0.00	0.00	835.61	86.3
723.000 SUPPLIES	500.00	500.00	435.17	0.00	0.00	64.83	87.0
723.001 POSTAGE	1,500.00	1,500.00	849.57	0.00	0.00	650.43	56.6
723.020 GAS, GREASE AND OIL	3,000.00	3,000.00	1,753.28	0.00	0.00	1,246.72	58.4
723.041 METERS AND PARTS	8,040.00	8,040.00	0.00	0.00	0.00	8,040.00	0.0
723.055 COMPUTER EXPENSES	1,000.00	1,000.00	2,260.17	0.00	0.00	-1,260.17	226.0
723.065 WATER AND SEWER CHARGE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
724.000 TRAINING, CONFERENCES, DUES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
726.000 ELECTRICAL SERVICE	8,200.00	8,200.00	4,842.00	0.00	0.00	3,358.00	59.0
727.000 HEATING	0.00	0.00	1,368.14	0.00	0.00	-1,368.14	0.0
728.000 MAINTENANCE OTHER	1,500.00	1,500.00	367.63	0.00	0.00	1,132.37	24.5
728.040 PUMP STATION MAINTENANCE	5,500.00	5,500.00	3,222.58	0.00	0.00	2,277.42	58.6
728.060 SANITATION LINES MAINTENANCE	5,000.00	5,000.00	3,590.13	0.00	0.00	1,409.87	71.8
728.063 SUSIE WILSON PS COSTS	8,000.00	8,000.00	3,913.93	0.00	0.00	4,086.07	48.9

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Village of Essex Junction

For the Period: 7/1/2012 to 4/30/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 400 - SANITATION FUND							
Expenditures							
Dept: 400.000 SANITATION DEPARTMENT							
Acct Class: 7000 Operating Expenses							
728.064 WEST ST PS COSTS	13,500.00	13,500.00	6,180.40	18.75	0.00	7,319.60	45.8
729.000 UNIFORMS,BOOTS,ETC	1,000.00	1,000.00	439.04	0.00	0.00	560.96	43.9
745.014 CONTRACT SERVICES	134,969.00	134,969.00	101,226.75	0.00	0.00	33,742.25	75.0
745.015 RIGHT OF WAY AGREEMENTS	8,200.00	8,200.00	9,076.86	0.00	0.00	-876.86	110.7
745.017 SANIT. LINE BACK-UP CLEANING	0.00	0.00	1,000.00	0.00	0.00	-1,000.00	0.0
745.039 OTHER PROFESSIONAL SERVICES	1,000.00	1,000.00	99.00	0.00	0.00	901.00	9.9
745.041 AUDIT	1,576.00	1,576.00	1,598.50	0.00	0.00	-22.50	101.4
750.020 TRANS TO CAPITAL RESERVE	75,000.00	75,000.00	56,250.00	0.00	0.00	18,750.00	75.0
Operating Expenses	445,721.00	445,721.00	323,640.25	10,904.03	0.00	122,080.75	72.6
Acct Class: 8000 Capital Projects							
750.211 METER REPLACEMENT PROGRAM	0.00	0.00	28,433.08	0.00	0.00	-28,433.08	0.0
750.422 HS PUMP STATION UPGRADE	0.00	0.00	762,805.33	0.00	0.00	-762,805.33	0.0
750.425 INFILTRATION & INFLOW STUDY	0.00	0.00	217.50	0.00	0.00	-217.50	0.0
750.426 UTILITY RATE STUDY	0.00	0.00	6,199.00	260.00	0.00	-6,199.00	0.0
750.627 ARRA Loan-AR1-004 Admin Fee	0.00	0.00	4,665.67	0.00	0.00	-4,665.67	0.0
794.062 TRANS TO WWTF FOR DEBT PYMNTS	0.00	0.00	39,505.23	8,782.29	0.00	-39,505.23	0.0
Capital Projects	0.00	0.00	841,825.81	9,042.29	0.00	-841,825.81	0.0
SANITATION DEPARTMENT	445,721.00	445,721.00	1,165,466.06	19,946.32	0.00	-719,745.06	261.5
Expenditures	445,721.00	445,721.00	1,165,466.06	19,946.32	0.00	-719,745.06	261.5
Net Effect for SANITATION FUND	0.00	0.00	-697,207.65	-7,628.61	0.00	697,207.65	0.0
Change in Fund Balance:			-697,207.65				
Fund: 600 - WASTEWATER FUND							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	5.16	0.00	0.00	-5.16	0.0
445.000 MISC. - UNCLASSIFIED RECEIPTS	0.00	0.00	604.60	0.00	0.00	-604.60	0.0
460.011 VILLAGE USER PENALTIES	2,800.00	2,800.00	1,780.50	0.00	0.00	1,019.50	63.6
460.012 VILLAGE USER CHARGE	636,542.00	636,542.00	347,299.96	0.00	0.00	289,242.04	54.6
460.013 WASTEWATER CHARGE - ESSEX	406,156.00	406,156.00	338,463.30	33,846.33	0.00	67,692.70	83.3
460.014 WASTEWATER CHARGE - WILLISTON	536,126.00	536,126.00	357,417.28	0.00	0.00	178,708.72	66.7
460.016 PUMP STATION MAINT. FEE	24,800.00	24,800.00	18,600.00	0.00	0.00	6,200.00	75.0
460.025 VILL. SEPTAGE DISCHARGE INCOME	25,000.00	25,000.00	50,285.00	3,956.15	0.00	-25,285.00	201.1
460.026 SHARED SEPTAGE REVENUES	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.0
460.027 VILLAGE LEACHATE REVENUES	18,000.00	18,000.00	31,546.74	1,732.19	0.00	-13,546.74	175.3
460.028 SHARED LEACHATE REVENUES	10,125.00	10,125.00	0.00	0.00	0.00	10,125.00	0.0
Revenue	1,673,549.00	1,673,549.00	1,146,002.54	39,534.67	0.00	527,546.46	68.5
Acct Class: 5990 Non Operating Revenues							
430.013 ESSEX - DEBT PAYMENT	0.00	0.00	36,203.17	8,048.22	0.00	-36,203.17	0.0
430.014 WILLISTON - DEBT PAYMENT	0.00	0.00	32,911.97	7,316.56	0.00	-32,911.97	0.0
430.015 ESSEX JCT - DEBT PAYMENT	0.00	0.00	39,505.23	8,782.29	0.00	-39,505.23	0.0
440.010 Interest Earned - Capital Res	0.00	0.00	534.46	0.00	0.00	-534.46	0.0
440.012 WWTF REFURB INTEREST	0.00	0.00	2,110.25	0.00	0.00	-2,110.25	0.0
441.013 HOMELND SG 02140-79152-542 ENT	0.00	0.00	6,184.00	0.00	0.00	-6,184.00	0.0
465.055 CURRENT YR CONTRIBUTION INCOME	0.00	0.00	112,500.00	0.00	0.00	-112,500.00	0.0
Non Operating Revenues	0.00	0.00	229,949.08	24,147.07	0.00	-229,949.08	0.0
Dept: 000.000	1,673,549.00	1,673,549.00	1,375,951.62	63,681.74	0.00	297,597.38	82.2
Revenues	1,673,549.00	1,673,549.00	1,375,951.62	63,681.74	0.00	297,597.38	82.2
Expenditures							

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Village of Essex Junction

For the Period: 7/1/2012 to 4/30/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 600 - WASTEWATER FUND							
Dept: 600.000 WASTEWATER TREATMENT PLANT							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	281,639.00	281,639.00	216,457.01	20,478.37	0.00	65,181.99	76.9
720.010 SALARIES OVERTIME	29,187.00	29,187.00	31,906.08	2,711.43	0.00	-2,719.08	109.3
720.020 SALARIES PART TIME	30,000.00	30,000.00	8,886.73	632.34	0.00	21,113.27	29.6
720.022 SOCIAL SECURITY	26,203.00	26,203.00	19,048.20	1,763.87	0.00	7,154.80	72.7
720.024 UNEMPLOYMENT INSURANCE	1,364.00	1,364.00	1,123.49	139.83	0.00	240.51	82.4
720.026 WORKERS COMP INSURANCE	12,350.00	12,350.00	6,309.74	581.93	0.00	6,040.26	51.1
720.028 HEALTH INS & OTHER BENEFITS	129,319.00	129,319.00	87,744.03	7,772.51	0.00	41,574.97	67.9
720.030 RETIREMENT	28,164.00	28,164.00	20,761.35	2,047.85	0.00	7,402.65	73.7
720.032 LIABILITY & PROPERTY INS.	22,174.00	22,174.00	18,933.89	0.00	0.00	3,240.11	85.4
720.040 INTEREST EXPENSE	300.00	300.00	156.14	0.00	0.00	143.86	52.0
723.000 SUPPLIES	15,000.00	15,000.00	16,131.58	1,260.88	0.00	-1,131.58	107.5
723.013 CHEMICALS	185,000.00	185,000.00	143,848.47	0.00	0.00	41,151.53	77.8
723.020 GAS, GREASE AND OIL	6,000.00	6,000.00	3,728.30	64.79	0.00	2,271.70	62.1
723.065 WATER AND SEWER CHARGE	4,000.00	4,000.00	1,254.50	0.00	0.00	2,745.50	31.4
724.000 TRAINING, CONFERENCES, DUES	5,000.00	5,000.00	4,003.87	378.00	0.00	996.13	80.1
725.000 TELEPHONE SERVICES	4,300.00	4,300.00	3,024.91	139.79	0.00	1,275.09	70.3
726.000 ELECTRICAL SERVICE	144,129.00	144,129.00	135,967.86	0.00	0.00	8,161.14	94.3
727.000 HEATING	6,000.00	6,000.00	4,447.31	0.00	0.00	1,552.69	74.1
728.020 MAINTENANCE OTHER	76,000.00	76,000.00	48,976.23	830.83	0.00	27,023.77	64.4
728.030 VEHICLE MAINTENANCE-TRAVEL	3,500.00	3,500.00	625.01	0.00	0.00	2,874.99	17.9
729.000 UNIFORMS, BOOTS, ETC	3,500.00	3,500.00	1,968.18	37.40	0.00	1,531.82	56.2
745.000 CONTRACT LABORATORY SERVICE	8,000.00	8,000.00	3,686.00	520.00	0.00	4,314.00	46.1
745.014 CONTRACT SERVICES	55,085.00	55,085.00	41,313.75	0.00	0.00	13,771.25	75.0
745.031 LEGAL SERVICES	2,000.00	2,000.00	660.00	0.00	0.00	1,340.00	33.0
745.033 GRIT DISPOSAL	7,000.00	7,000.00	5,558.58	147.36	0.00	1,441.42	79.4
745.034 SLUDGE DEWATERING	179,000.00	179,000.00	92,934.29	0.00	0.00	86,065.71	51.9
745.035 SLUDGE MANAGEMENT	170,400.00	170,400.00	54,719.18	0.00	0.00	115,680.82	32.1
745.039 OTHER PROFESSIONAL SERVICES	5,000.00	5,000.00	264.00	0.00	0.00	4,736.00	5.3
745.041 AUDIT	3,685.00	3,685.00	3,753.00	0.00	0.00	-68.00	101.8
745.052 WWTF ANNUAL PERMIT FEE	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.0
750.020 TRANS TO CAPITAL RESERVE	150,000.00	150,000.00	112,500.00	0.00	0.00	37,500.00	75.0
755.013 LOAN PAYMENT	53,250.00	53,250.00	0.00	0.00	0.00	53,250.00	0.0
755.023 CAPITAL OUTLAY	0.00	0.00	6,381.95	0.00	0.00	-6,381.95	0.0
Operating Expenses	1,653,549.00	1,653,549.00	1,097,073.63	39,507.18	0.00	556,475.37	66.3
Acct Class: 8000 Capital Projects							
750.426 UTILITY RATE STUDY	0.00	0.00	6,199.02	260.00	0.00	-6,199.02	0.0
750.625 WWTF REFURBISH (11)	0.00	0.00	5,524,483.35	1,029,756.39	0.00	-5,524,483.35	0.0
750.626 RZEDB Interest	0.00	0.00	48,620.32	24,147.05	0.00	-48,620.32	0.0
750.627 ARRA Loan-AR1-004 Admin Fee	0.00	0.00	770.38	0.00	0.00	-770.38	0.0
750.628 2 VS DRIVES FOR BLWRS 1&2	0.00	0.00	10,580.20	10,580.20	0.00	-10,580.20	0.0
750.632 CO-GEN	0.00	0.00	9,437.86	2,160.00	0.00	-9,437.86	0.0
750.635 RADIOS - HOMELAND SEC GRANT	0.00	0.00	6,184.00	0.00	0.00	-6,184.00	0.0
Capital Projects	0.00	0.00	5,606,275.13	1,066,903.64	0.00	-5,606,275.13	0.0
WASTEWATER TREATMENT PLANT	1,653,549.00	1,653,549.00	6,703,348.76	1,106,410.82	0.00	-5,049,799.76	405.4
Expenditures	1,653,549.00	1,653,549.00	6,703,348.76	1,106,410.82	0.00	-5,049,799.76	405.4
Net Effect for WASTEWATER FUND	20,000.00	20,000.00	-5,327,397.14	-1,042,729.08	0.00	5,347,397.14	637.0
Change in Fund Balance:			-5,327,397.14				
Grand Total Net Effect:	-13,000.00	-13,000.00	-6,038,366.14	-964,083.09	0.00	6,025,366.14	

VILLAGE OF ESSEX JUNCTION
FARMERS MARKET RENTAL AGREEMENT

This AGREEMENT is entered into this ____ day of _____, 2013 by and between the Village of Essex Junction, a Vermont municipal corporation ("Village") and Five Corners Farmers' Market, Inc. with a principal place of business in Essex Junction, Vermont.

WHEREAS the Market desires to organize, manage and promote a local farmers' market in the Village; and

WHEREAS the Village is agreeable to providing a location for the farmers' market because of the expected public benefit of such a market.

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. **Market Purpose:** The purpose of the Market is to provide area residents' access to local producers. The Market's intention is to provide the freshest products giving the consumer the healthiest choices and thus supporting Vermont's agricultural economy. The Market is NOT intended to be a flea market. Nor is the intent to provide a garage sale experience to consumers. No used or second-hand goods will be sold at the Market. All products sold will be new, freshly cut, home grown or made by growers, crafters or qualified processors for value added products. Market rules are attached in Appendix A for reference.
2. **Market Location:** The Market will be located on the entirety of Lincoln Place, as depicted in the attached map (Appendix B). Vendor sites will not exceed 36.
3. **Market Schedule:** The Market will operate once per week on Fridays from 3:30 pm to 7:30 pm in the summer months and 3:30 pm to 6:30 pm in the fall months beginning May 31, 2013 and ending October 4, 2013.
4. **Closure of Lincoln Place:** The Market may close Lincoln Place to traffic from 2:00 pm to 9:00 pm on Market days. In addition, the Market may restrict parking on Lincoln Place by placing cones in parking spaces beginning at 6:00 am on Market days, and by placing a "Parking Restricted" sign at the entrance of Lincoln Place. The Market shall permit abutting business owners, their employees and patrons to park on Lincoln Place until 2:00pm on Market days. The Market shall discuss this arrangement with abutting business owners.
5. **Market supplied trash and recycling receptacles** may be left on either end of Lincoln Place throughout the market season. The Village Department of Public Works will coordinate trash pickup with their normal contracted service. This will be at no cost to the Market.
6. **The Essex Junction Department of Public Works will assist the Farmers' Market by placing three items:** 1) A 6 foot by 8 foot removable storage shed on a designated location 2) A temporary sign and base at the corner of Lincoln Place and Route 2A 3) Up to 3 banners on the gas light poles on Railroad Ave; at least 2 weeks prior to the start of the market. All

three items will remain at their locations throughout the Farmers' Market season with DPW removing them no sooner than one week after the close of the market. DPW will also store all three items during non-market season.

7. **Village's Right to Cancel Market days:** The Village, by providing two (2) weeks notice to the Market, may cancel any individually scheduled use of the Site by the Market if, in the sole discretion of the Village, the Village determines that another event should occur on the Site on the designated date and time. In the event of an emergency, every effort will be made to give the Market advance notice of cancellation; though no advance notice shall be required. The Market hereby agrees to hold the Village harmless for any claims related to Market cancellations, including but not limited to lost profits.
8. **Market Management:** The Market shall, in advance of the Market season, designate a Market Manager(s) to be the liaison between the Market and Village. The Market Manager(s) shall be primarily responsible for providing management oversight of the Market. The Market Manager(s), or his/her designee, shall be physically present during scheduled hours of Market operation. The Market Manager(s) shall be primarily responsible for assuring the Site is kept clean and free from trash associated with the Market.
9. **Permits:** The Market shall be responsible for obtaining all necessary local, State and Federal permits and licenses prior to opening for the season.
10. **Market Affiliation and Use of the Site:** The Market shall pre-approve all Vendors. Only pre-approved Vendors will be allowed to set up and vend from the Site.
11. **Vendors' Release of Liability and Hold Harmless Agreement in Favor of Village:** Prior to operating, Vendors shall be required to sign an Agreement agreeing to release the Village from any and all liability and the hold the Village harmless from any claims associated with their Market vending.
12. **Market Insurance:** The Market shall obtain and carry for the duration of the Market season a general liability insurance policy with single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Village shall be named as an additionally insured, and the Market shall provide a copy of the certificate(s) of such insurance to Village prior to the Market season.
13. **Signs:** Signage for the Market is agreed to as outlined in Appendix C.
14. **Tents and Other Structures:** The Market and its Vendors may erect and keep temporary tents and other structures during operational hours only. Vendors will be discouraged from using tent stakes and tie-downs. Any tent stakes and tie-downs shall be required to be visually marked to ensure the safety of patrons. Stakes shall not be driven into the roadway or sidewalk.
15. **Entertainment:** The Market may provide certain entertainment during Market hours. By way of illustration (and not limitation), types of entertainment may include live music, face painting, balloon artists, etc. The entertainment shall be supplemental and accessory to its Market Purpose outlined above. Music shall be without amplification if possible. All

entertainment shall be carried out in a way that is non-disruptive to area residents and businesses.

16. Term: This Agreement shall take effect upon signing and shall continue for the current Market season as outlined in Paragraph 3 above. At the end of the current Market season, the Village and the Market shall meet to discuss an Agreement for the following Market season.
17. Termination: The Village and Market shall have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

DATED at Essex Junction, Vermont this ___ day of _____, 2013

Village of Essex Junction

Five Corners Farmers' Market, Inc.

By: _____
Duly authorized agent

By: _____
Duly authorized agent

Duly authorized agent



Rules & Guidelines 2013

The Five Corners Farmers' Market (5CFM) is a non-profit organization whose mission is to promote the connection between our community and local farmers and producers of fresh, healthy foods and related products. A weekly farmers' market in downtown Essex Junction provides convenient access to locally produced agricultural products, prepared foods, and crafts. In addition, the market and other scheduled events help to support a revitalized Village downtown.

5CFM provides the market location, advertising, promotion and site insurance coverage. A market manager is at every market day to promote a pleasant, safe and successful market day for all vendors and customers.

Terms and Conditions

1. Interested vendors submit a completed & signed 5CFM Vendor Agreement indicating that they have read, understand, and agree to abide by the rules, and listing all items to be sold at the market if accepted. Deposit and balance are due as listed. If a vendor is not offered a spot, the deposit will be refunded.
2. Vendors and items to be sold are reviewed by 5CFM and are accepted on the basis of proximity to the market, the quality and/or source, and our current supply and mix of products. The market will strive to maintain a ratio of 60% local agricultural products and agricultural value added foods, 35% hot and cold prepared food, and 5% craft.
 - Agricultural: food, fiber, plants, or flowers, and value-added agricultural products that were grown in Vermont by the vendor or the vendor's employees.
 - Prepared food: ready to eat food or drink prepared by the vendor in Vermont in a home or licensed community kitchen, and including ingredients from local Vermont farms and businesses.
 - Crafts: items that do not qualify as agricultural or prepared food, and are hand crafted in Vermont by the vendor in their home or shop.
3. A vendor may only sell the items on her or his approved list as issued by 5CFM; prior to selling any other items, an amended inventory must be submitted and approved by the Market Manager.
4. Only the following local (as defined by the Vermont Department of Agriculture), vendor grown or produced items may be offered for sale:
 - Fresh fruits, vegetables, herbs, plants and flowers
 - Honey, maple syrup and wine; dairy products, poultry, eggs and meat
 - Specialty food products: cider, jams, jellies, home-canned garden foods, pickles, etc. using ingredients grown by the vendor
 - Prepared foods and baked goods using local ingredients but *not* grown by the vendor
 - Yarn, wool, and wood products
 - Other items as approved by the 5CFM Board
5. Vendors must comply with all applicable federal, state and local laws and regulations. All products sold must comply with the requirements set forth by federal, state and local town/village laws, regulations and rules. Copies of insurance as necessary to cover operations and liabilities and all appropriate licenses and inspections must be submitted with fee balance due by April 1 of each market season.
6. All vendors must anonymously report gross sales for insurance and market growth analysis –please submit by e-mail or in person to Market Manager by the start of the following market.
7. Community, agricultural or nutrition-oriented projects by local non-profit organizations, civic and youth groups are welcome as space available; subject to approval of application and any products to be sold.

Attendance

1. 5CFM is "rain or shine" unless cancelled by market manager due to dangerous conditions.
2. Vendors must attend all markets for the entire season, excepting true emergencies. Planned absences must be noted on application or coordinated with the market manager as early as possible.
3. Vendors not able to attend a market must call or email the market manager no later than 6 pm Wednesday before the market. (Advance notice allows us to schedule day vendors replacements to maintain a vibrant market.)
4. No shows and late notices are subject to fines payable before next market, \$25 for 1st occurrence, \$50 for 2nd occurrence with Board review and possible suspension or termination without refund.

Vendor Space

1. Space is assigned by the market manager based on market appearance, products sold, and attendance. Each space is 10 feet square with ~ 2 ft. walkway on each side. Changes or modifications are possible at the discretion of the market management team.
2. Vendors must maintain an orderly and clean display (including area behind their stand),
3. Vendors must provide a waste receptacle for their customers, and take home all waste and unsold items.
4. All canopies must be secured and weighted for safety at all times.
5. Vendors must provide for their electricity needs (limited outlets are for management use only).

Prices and Signs

1. Each vendor must post the name and location of his/her farm or business at his/her assigned space.
2. Prices must be clearly posted and set by the individual vendor. Scales must be legal-for-trade.
3. All items offered for sale must be first quality, unless they are expressly posted as "seconds."
4. Northeast Organic Farmers' Association (NOFA) certification is required to label foods "organic".
5. Styrofoam containers are banned. Customers are encouraged to bring reusable containers.

Market Operation

1. Vendors must agree to sell for the entire market day, during official market hours.
 2. Vendors should arrive between 2:15 & 3pm to allow time to unload and move vehicles off the street by 3:15. Absolutely no moving vehicles are allowed after 3:15pm and until market manager reopens the street.
 3. Vendors who arrive after 3pm must park off the street and ask market manager about unloading safely.
 4. Vendors must use designated parking areas to allow customers easy parking.
 5. No smoking, loud hawking, solicitation, collection drives, political or religious activities permitted.
 6. Vendors are strongly urged to leave their pets at home.
- ⇒ Please use great caution, courtesy and common sense!

Vendor Concerns

Feedback, questions and suggestions are always welcomed. Vendors may contact the market manager in person or via e-mail; a timely response will be issued by e-mail or phone if the issue cannot be resolved at the time. Issues may also be brought to any 5CFM Board member or meeting.

Rule Violation Process

1. A clarification, reminder or written warning will be given by market management for a single violation of rules, based on individual circumstances.
2. Subsequent and serious violations will be brought to the 5CFM Board; response will be based on individual circumstances, and may include fines, suspension or termination without refund.

I have read and agree to follow all FCFM rules, guidelines and directions from the market manager.

VENDOR SIGNATURE: _____ DATE: _____

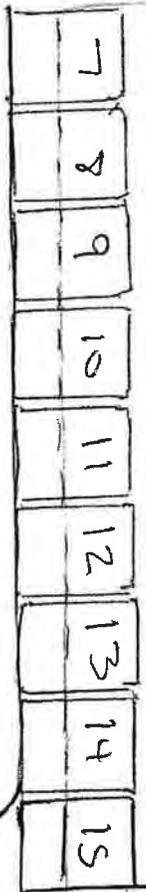
Crosswalk

Murray's

Sidewalk



Alley



Sidewalk

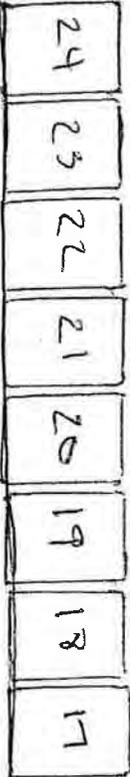
Crosswalk

Sidewalk

Unsub

Alley to Fed bldg

Federal Bldg



APPENDIX C

SIGNAGE

1. The Village shall permit the Market to place directional signs (such as "Farmers' Market Ahead") in the public rights of ways along each of the five main roads leading into Five Corners. Individual signs shall be limited to 8 square feet. The Market may place the signs on Market days only from approximately 6:00 am to 9:00 pm. The Market shall be responsible for placing and removing signs.
2. If the Market procures the right to place a banner over Route 2A near the falls south of five corners, the Village agrees to pay the \$250 banner fee. The Village agrees to pay this fee one time only during the Market season.
3. The Market may apply for banner space on the lawn of the Lincoln Hall.
4. The Market may integrate signage / banners into its sawhorses used to block traffic at the ends of Lincoln Place during Market hours.
5. The Market may place signs in private yards so long as individual signs are no more than 2 square feet, are placed outside of the public right of way and are outside the view triangle at intersections as set forth in the Village's Land Development Code. The Market may place the signs on Thursday preceding Market days and shall remove the signs at the close of Market on Fridays. The Market shall seek the permission of land owners before placing signs, and shall provide the Village with a list of properties where signs will be located.
6. The Village shall permit the Market to place a temporary sign depicting the name of the Market at the corner of Lincoln Place and Route 2A in the public right of way near Fairpoint Communications. The sign will meet all appropriate code.
7. The Market may place banners on the gas light poles on Railroad Avenue for the duration of the Market season. The banners will meet all appropriate code.



The economic engine of Vermont.

James L. Jutras
Water Quality Superintendent
ww@EssexJunction.org

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

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

MEMO

TO: Essex Junction Trustees
THROUGH: Lauren Morrisseau, Susan M- Hill *LM Morris*
Acting Village Managers
FROM: James L. Jutras, Water Quality Superintendent *James Jutras*
DATE: April 9, 2013
SUBJECT: Regional Stormwater Education Program Memorandum of Understanding

The Village of Essex Junction has participated in the Regional Stormwater Education Program (RSEP) for stormwater public education outreach via contract through Chittenden County Planning Commission. This stormwater permit compliance effort involves all regulated permit holders in Chittenden County. The Village has used this mechanism for compliance of the permit Minimum Measure #1 since the group was formed over 8 years ago.

With the newly released stormwater permit, we need to renew our participation in RSEP. The enclosed Memorandum of Understanding (MOU) is substantially the same as prior MOU's. The annual fee remains at \$5,000 for full permit compliance. Minor modifications were made to clarify simple majority votes versus a 2/3 majority needed for any major decision. The agreement also allows for others to join with approval of the steering committee. New members would have the potential to reduce some of the annual operating costs.

Staff recommends that the Village Trustees authorize the Acting Village Manager to sign the RSEP MOU for 2013 - 2018.

Thank you for your consideration

**CHITTENDEN COUNTY
REGIONAL STORMWATER EDUCATION PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR THE PERIOD MARCH 10, 2013 THROUGH MARCH 9, 2018**

This Memorandum of Understanding (“MOU”) establishes an agreement among the Parties (as specified in Section 1) for a group of Municipal Separate Storm Sewer Systems (“MS4s”) to contract to operate a Regional Stormwater Education Program (“Program”) that conforms with and satisfies the relevant requirements regarding Minimum Control Measure One (“Public Education and Outreach”) of the Phase II NPDES Permit for Program Years 2013--2018), as established in General Permit 3-9014 (2012) (MS4 Permit”) as continued or renewed by the Vermont Department of Environmental Conservation (“VTDEC”).

1. **Parties to the MOU** – The parties to this agreement are:

- a. **MS4s** – the undersigned municipalities and other entities and any other MS4 that may execute this agreement following approval of that MS4’s inclusion as a party to this MOU by a 2/3rds majority of the voting members of the Steering Committee and
- b. **Lead Agency** – the Chittenden County Regional Planning Commission (“CCRPC”), unless a majority of the Steering Committee favors a different lead agency or the CCRPC no longer wishes to act as the Lead Agency.

2. **Steering Committee**

- a. **Composition** – The voting members of the Steering Committee shall consist of one representative from each of the MS4s who are signatory to this Agreement as designated by each MS4. The voting members may, by a 2/3rds majority vote, invite one or more other organizations to each appoint a representative to serve as a new member, a non-voting member or as an advisory member of the Steering Committee. Such organizations may include, but not be limited to, the Lake Champlain Committee, the Champlain Water District, the Chittenden Solid Waste District, other MS4s, or other municipalities.
- b. **Duties** – The voting members of the Steering Committee shall advise the Lead Agency on the development and performance of Program Services and on matters bearing on the administration of this agreement. The Steering Committee will endeavor to meet, quarterly or more often as needed.

3. **Lead Agency**

- a. **Duties** – The Lead Agency will provide Administrative Services in terms of administering this MOU and agreements with contractors (including executing contracts, receiving and disbursing funds, and monitoring the provision of services) on behalf of the MS4s. The Lead Agency shall not provide services related to this program for entities outside of the MS4 signatories. Additional coordination shall be only at the direction of the Steering Committee or its chair. The Lead Agency may also provide other Non-Administrative services (including, but not limited to, public education and outreach activities, public relations, grant writing, web site editing, etc.) as

- b. **Participating MS4 Maximum Annual Costs and Payments** – Except as otherwise provided for in this section or in section 12c, each MS4 that is a party to this MOU shall by July 30 of each program year make a single annual payment of \$5,000 to pay for Program Services (as defined in Section 5) and Lead Agency services (as defined in Section-3.a.). In the event that costs are less than anticipated or that grants or other funding sources become available, a majority of the voting members of the Steering Committee may decide to reduce each MS4's payment by an equal amount. The Steering Committee may require additional dues from new members joining after March 9, 2013 to help defray program development costs incurred since the Program's inception.
 - c. **Public Participation Payments** – Any payments made by an MS4 (regardless of whether or not the MS4 is a Party to this MOU) to the Lead Agency as a part of compliance with Section 4.2.2.1 of the MS4 Permit (governing payments in lieu of undertaking specific Public Involvement/Participation Activities) shall pay for Program Services as defined in Section 5.
 - d. **Other Funds** – Any funds made available to the Program other than Participating MS4 Costs and Payments (pursuant to Section 6.b.) or Public Participation Payments (pursuant to Section 6.c.) shall be dedicated to reducing the annual costs of each MS4 participating in the Program, except as a majority of the voting members of the Steering Committee may decide.
 - e. **Excess Funds** – Any funds remaining at the end of a Program Year, less any earmarked set aside funds (such as survey funds, etc), shall be carried over to the next Program Year, unless a 2/3rds majority of the voting members of the Steering Committee decides otherwise. Following the payment for all Program Services and Lead Agency services at the end of Program Year 2018, any funds remaining shall be carried forward for successive years where program services continue under successive agreements. Any funds refunded to the MS4s participating in this MOU shall be refunded based upon a prorated portion depending upon the number of months of participation by that MS4, except that any additional payments made by a member beyond its \$5,000 annual payments shall be first refunded in full, except for payments made in lieu of performance of Minimum Measure #2.
 - f. **In-Kind Services** – Program Services (as defined in Section 5) that are provided by a member may be used to offset the Participating MS4 Costs and Payment of that member by such amount as may be determined by a majority of the voting members of the Steering Committee.
7. **Contracts Required** – All contracts with Contractors to provide Program Services shall be conditioned upon approval by a 2/3rds majority of the voting members of the Steering Committee.
8. **Withdrawal Prohibited** – No MS4 that is a party to this MOU may withdraw from this MOU, except for early termination as defined in Section 9 of this MOU. Early termination of a signatory may be considered by the Steering Committee with 12 months' notice of withdrawal for cause and with a 2/3rds majority approval of the voting members of the Steering Committee
9. **Early Termination** – This MOU shall become null and void with no further obligation of the parties if:
- a. a majority of the voting members of the Steering Committee does not approve one or more contracts for the provision of Program Services within 90 days after execution of this MOU or

Signatures of Members

Gene Richards, Interim Director of Aviation
Burlington International Airport

Date

Steven Goodkind, Director of Public Works
The City of Burlington Department of Public Works

Date

Bryan K. Osborne, Director of Public Works
The Town of Colchester

Date

Dennis E. Lutz, PE, Public Works Dir. / Town Engineer
The Town of Essex

Date

Authorized Signer
The Village of Essex Junction

Date

Brian M. Palaia, Town Manager
The Town of Milton

Date

Dean Pierce, Director of Planning and Zoning
The Town of Shelburne

Date

Bob Rusten, Interim Temporary City Manager
The City of South Burlington

Date

Brian Searles, Secretary of Transportation
The Vermont Agency of Transportation

Date

Linda Seavey, Director, Campus Planning Services
The University of Vermont

Date

Richard McGuire, Town Manager
The Town of Williston

Date

Katherine Decarreau, City Manager
The City of Winooski

Date



The economic engine of Vermont.

James L. Jutras
Water Quality Superintendent
ww@EssexJunction.org

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

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

MEMO

TO: Essex Junction Trustees
THROUGH: Lauren Morrisseau, Susan M- Hill
Acting Village Managers
FROM: James L. Jutras, Water Quality Superintendent
DATE: April 9, 2013
SUBJECT: WWTF capital plan update

JLJ
LM
SMH
James L. Jutras

At the current time in our construction cycle, some updates to the WWTF capital plan are warranted for consideration. The enclosed WWTF Capital Reserve Plan reflects purchases and related timing needed to keep the plant running reliably during the construction project. The distribution of the expenses in appropriate years has been updated. The projects and total amounts remain unchanged.

Staff recommends that the Village Trustees approve the WWTF Capital Plan modifications as presented.

Thank you for your consideration

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 (Over two years) (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	273,623	240,447	777,457	39,312

WWTF Capital Reserve Funding and Fund Balance				
Beginning Fund Balance	324,723	201,100	130,653	(456,804)
Planned Spending	(273,623)	(240,447)	(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	201,100	130,653	(456,804)	(286,116)

*Does not include WWTF Refurbishment Project costs or revenues

** CoGen may be eligible for inclusion in Refurbishment Project

physician.

306. RETIREMENT

Full time employees shall be required to contribute 5% of his/her earnings and the Village shall contribute 10% toward the pension plan(s) as approved by the Village Trustees.

307. HOLIDAYS

Whenever possible, the Village of Essex Junction will follow the federally recognized dates for these holidays. When any holiday falls on a Sunday, the following Monday shall be considered a holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday.

ARTICLE 4

NON-ASSOCIATION EMPLOYEES (CONTRACT EXEMPT) EMPLOYEE CONDUCT (ALL EMPLOYEES)

401. EMPLOYEE CONDUCT

If an employee's conduct falls below a desirable standard, he/she may be subject to disciplinary action. A few examples of causes for which an employee may be disciplined are:

- (1) Failure to follow the orders of one's Supervisor.
- (2) Being absent without permission.
- (3) Being habitually absent or tardy.
- (4) Being wasteful of material, property or working time.
- (5) Inability to get along with fellow employees.
- (6) Drinking on the job or arriving on the job under the influence of alcohol or narcotics.
- (7) Conduct which is unbecoming a Village employee.
- (8) Any criminal offense.
- (9) Unethical behavior.
- (10) Loss of a license or certificate issued by State and/or Federal authority needed to conduct daily work.

401.1 VIOLENCE

Violence, or the threat of violence, by or against any employee of the Village of Essex Junction or other person is unacceptable and contrary to Village policy, and will subject the perpetrator to serious disciplinary action and possible criminal charges.

RECEIVED

MAR 08 2013

Village of Essex Junction

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

Please Print

Applicant=s Name: Chris Ashby

Organization: The Champlain Valley Exposition

Tax Exempt #: 03-0184098 Non-Profit: X Yes No

Address: 105 Pearl Street, Essex Junction, VT 05452

Phone: 802-878-5545 Email: cashby@cvexpo.org

Application for: Street Banner X Gas Lamp Banners Event Flags

Message and dimensions: Everything Equine April 28-29

Locations you would like the event flags displayed: _____

Route 2 by the power dam

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

Signed:  Date: 03/10/2013

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) The Champlain Valley Exposition, 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: Everything Equine

The banner(s)/event flags will be hung from April 22 to April 29
date date

OWNER= S /

By: *Christy Ann Asbury*

Date: 03/10/2013

VILLAGE OF ESSEX JUNCTION ACKNOWLEDGMENT:

By: _____

Date: _____

RECEIVED

MAR 08 2013

Village of Essex Junction

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

Please Print

Applicant=s Name: Chris Ashby

Organization: The Champlain Valley Exposition

Tax Exempt #: 03-0184098 Non-Profit: X Yes No

Address: 105 Pearl Street, Essex Junction, VT 05452

Phone: 802-878-5545 Email: cashby@cvexpo.org

Application for: Street Banner X Gas Lamp Banners Event Flags

Message and dimensions: Spring Craft Show May 4&5

Locations you would like the event flags displayed: _____

Route 2 by the power dam

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

Signed:  Date: 03/10/2013

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

OFFICE USE ONLY

Insurance Certificate received:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Waiver signed: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Liability Waiver received:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
\$250 fee received:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Application complete:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

Trustees= approval (date): _____

LIABILITY WAIVER

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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: Spring Craft Show

The banner(s)/event flags will be hung from April 29 to May 6
date date

OWNER=S /

By: *Christine Asbury*

Date: 03/10/2013

VILLAGE OF ESSEX JUNCTION ACKNOWLEDGMENT:

By: _____

Date: _____

Trustees= approval (date): _____

LIABILITY WAIVER

The Village of Essex Junction has agreed to hang a banner(s) or event flags for (print organization name) The Champlain Valley Exposition, 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.

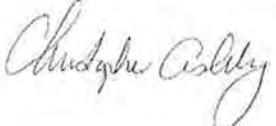
This indemnification and hold harmless agreement shall be insured by liability insurance naming the Village as an additional insured in the "Owner's" policy, and a certificate of insurance must be provided prior to hanging the banner(s) or event flags.

Event: Circus Smirkus

The banner(s)/event flags will be hung from July 1 to July 5
date date

OWNER= S /

□:

By: 

Date: 03/10/2013

VILLAGE OF ESSEX JUNCTION ACKNOWLEDGMENT:

By: _____

Date: _____

RECEIVED

MAR 08 2013

Village of Essex Junction

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

Please Print

Applicant=s Name: Chris Ashby

Organization: The Champlain Valley Exposition

Tax Exempt #: 03-0184098 Non-Profit: X Yes No

Address: 105 Pearl Street, Essex Junction, VT 05452

Phone: 802-878-5545 Email: cashby@cvexpo.org

Application for: Street Banner X Gas Lamp Banners Event Flags

Message and dimensions: 2013 Champlain Valley Fair – Aug 24- Sept 2

Locations you would like the event flags displayed:

 Route 2 by the power dam

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

Signed:  Date: 03/10/2013

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) The Champlain Valley Exposition, 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: The Champlain Valley Fair

The banner(s)/event flags will be hung from Aug 12 to Sept 3
date date

OWNER=S /

By: *Christopher Aschley*

Date: 03/10/2013

VILLAGE OF ESSEX JUNCTION ACKNOWLEDGMENT:

By: _____

Date: _____

RECEIVED

MAR 08 2013

Village of Essex Junction

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

Please Print

Applicant=s Name: Chris Ashby

Organization: The Champlain Valley Exposition

Tax Exempt #: 03-0184098 Non-Profit: X Yes No

Address: 105 Pearl Street, Essex Junction, VT 05452

Phone: 802-878-5545 Email: cashby@cvexpo.org

Application for: Street Banner X Gas Lamp Banners Event Flags

Message and dimensions: Welcome Street Rodders

Locations you would like the event flags displayed: _____

Route 2 by the power dam

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

Signed:  Date: 03/10/2013

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) ___The Champlain Valley Exposition_____, 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: ___NSRA show_____

The banner(s)/event flags will be hung from ___ Sept 9___ to ___ Sept 23___
date date

OWNER=S /

By: _____  _____

Date: 03/10/2013_

VILLAGE OF ESSEX JUNCTION ACKNOWLEDGMENT:

By: _____

Date: _____

RECEIVED

MAR 08 2013

Village of Essex Junction

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

Please Print

Applicant=s Name: Chris Ashby

Organization: The Champlain Valley Exposition

Tax Exempt #: 03-0184098 Non-Profit: X Yes No

Address: 105 Pearl Street, Essex Junction, VT 05452

Phone: 802-878-5545 Email: cashby@cvexpo.org

Application for: Street Banner X Gas Lamp Banners Event Flags

Message and dimensions: Fall Craft Show Oct 25-27

Locations you would like the event flags displayed: _____

Route 2 by the power dam

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

Signed:  Date: 03/10/2013

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) The Champlain Valley Exposition, 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 "Owners" policy, and a certificate of insurance must be provided prior to hanging the banner(s) or event flags.

Event: Fall Craft Show

The banner(s)/event flags will be hung from Oct 14 to Oct 28
date date

OWNER=S /

Γ:

By: *Christopher Cislak*

Date: 03/10/2013

VILLAGE OF ESSEX JUNCTION ACKNOWLEDGMENT:

By: _____

Date: _____

Patty Benoit

Subject:

FW: July 4th

From: Mark Brislin [<mailto:mbrislin@ccsuvt.org>]
Sent: Monday, April 15, 2013 1:15 PM
To: Patty Benoit
Subject: Re: July 4th

Dear Village Trustees,

I am writing to ask for a waiver of the Noise Ordinance for our 4th of July Celebration. The event is scheduled for July 4th 2013 to be held at Maple Street Park. The event will start at 6 pm with family-friendly events and live music. The event will end with a fireworks show that will start at 9:30 pm and will last approximately 25-30 minutes. Please let me know if you have any questions.

Sincerely,

Mark Brislin
Assistant Director
Essex Junction Recreation and Parks

Mark Brislin, CPRP
Assistant Director
Essex Junction Recreation and Parks
"We Create Community through People, Parks, and Programs"
75 Maple Street
Essex Junction, VT 05452
[\(802\)878-1375](tel:(802)878-1375)
www.ejrp.org
www.Essexhalf.com



MEMORANDUM

TO: Village Trustees
FROM: Darby Brazoski, Community Relations/Economic Development Assistant
THROUGH: Susan McNamara-Hill and Lauren Morrisseau, Co-Village Managers
DATE: April 23, 2013
SUBJECT: PACIF Equipment Grant

DEB
SM
Lm

We would like to request that the Village Trustees provide authorization for staff to submit an application to the PACIF Equipment Grant Program. This will fund the purchase of four radios: three for the public works department and one for the wastewater department. The total cost of these purchases would be \$3,156, and the PACIF Grant program will cover 50% of the total cost. The remainder of the cost will come out of the budget for public works and wastewater, respectively.

Motion: To have the Trustees approve the PACIF Equipment Grant application for submission, and commit to the required \$1,578 project match.