



TRUSTEES MEETING NOTICE & AGENDA
TUESDAY, JANUARY 13, 2015 at 6:30 PM
LINCOLN HALL MEETING ROOM, 2 LINCOLN STREET

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE TO FLAG** [6:30 PM]
2. **AGENDA ADDITIONS/CHANGES**
3. **APPROVE AGENDA**
4. **GUESTS, PRESENTATIONS AND PUBLIC HEARINGS**
 - a. Comments from Public on Items Not on Agenda
 - b. Update on Community Calendar – Lara Keenan
5. **OLD BUSINESS**
 - a. Request to Change Thasha Lane to Autumn Pond Way – Robin Pierce
 - b. Appeal of Fees for Zoning Permit for Green Meadows LLC – Robin Pierce
 - c. Approval of Tax Stabilization, Parking Lease Extension and Right of First Refusal for Flex-A-Seal – Robin Pierce
 - d. Approval of Construction and Maintenance Agreement for Multi-Use Safety Path – Robin Pierce
 - e. Approval of Scoping Study for Essex Junction Train Station – Robin Pierce
 - f. Approval of Noise Indemnification Agreement with CVE – Robin Pierce
 - g. Whitcomb Heights II Open Space – Robin Pierce
 - h. Approval of Memorandum of Agreement Between the Town Selectboard and Village Trustees re: Storm Water Permitting and Management Services – Pat Scheidel
 - i. Approval of Memorandum of Agreement Between the Town Selectboard and Village Trustees re: Consolidation of Public Works Services – Pat Scheidel
 - j. Review FYE 16 Proposed Budget – Lauren Morrissette and Pat Scheidel
6. **NEW BUSINESS**
 - a. Approval of Joint Resolution Between the Town Selectboard and Village Trustees re: Establishment of Town Administrative Services Director and Related Personnel Changes – Pat Scheidel
 - b. Approval of Amendment to General Rules and Personnel Regulations - Pat Scheidel
7. **MANAGER'S REPORT**
 - a. Trustees meeting schedule
8. **TRUSTEES' COMMENTS & CONCERNS/READING FILE**
 - a. Board Member Comments
 - b. Minutes from Other Boards/Committees:
 - Capital Program Review Committee 10/7/14 and 11/4/14
 - Bike/Walk Advisory Committee 11/17/14 and 12/15/14
 - Tree Advisory Committee 11/18/14 and 12/16/14
 - Planning Commission 11/20/14
 - c. Letter of Support for Flex-A-Seal, Inc. to Vermont Economic Progress Council

- d. Press Release from Vermont Agency of Natural Resources
- e. Memo about Cleaning Contractor for Lincoln Hall and Brownell Library
- f. Memo about Annual Meeting Deadlines
- g. VLCT Town Meeting Tune-Up Workshop 2/10/15
- h. Thank you Letter from Children's Summer Lunch Program

9. **CONSENT AGENDA**

- a. Approve Minutes of Previous Meetings 11/10/14, 12/9/14 and 1/6/15.
- b. Approve Warrants Check #10050541 to Check #10050653 totaling \$593,094.10.
- c. Approve Warrants Check #10050654 to Check #10050759 totaling \$363,437.69.

10. **ADJOURN**

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.



TOWN OF ESSEX VERMONT

Old
Business
S.h.

MEMORANDUM OF AGREEMENT BETWEEN TOWN OF ESSEX AND VILLAGE OF ESSEX JUNCTION RE: STORM WATER PERMITTING AND MANAGEMENT SERVICES

This Memorandum of Agreement (Agreement) is entered into this ___ day of January 2015, by and between the Town of Essex (“Town”) and Village of Essex Junction (“Village”).

WITNESSETH:

WHEREAS, both the Village and the Town are authorized to discharge storm water within their respective municipal borders pursuant to an Authorization to Discharge Under Municipal Separate Storm Sewer System (MS4) General Permit 3-9014; and

WHEREAS, as MS4 permit holders, both the Village and the Town are subject to similar permit compliance obligations, including the payment of annual operating fees to the State of Vermont (State), the development of plans for addressing expired state storm water permits discharging into their respective MS4 systems, the filing of semi-annual and annual reports, and the development of a Flow Restoration Plan (FRP); and

WHEREAS, presently there are two designated impaired waterways located within the Town and the Village—Indian Brook and Sunderland Brook—which flow through both communities in shared watersheds; and

WHEREAS, the MS4 General Permit 3-9014 requires communities in shared watersheds to work collectively to develop watershed-based FRPs; and

WHEREAS, the Village and Town previously formed a Joint Storm Water Coordinating Committee (SWCC), which developed a common ordinance for handling expired permits in the impaired waterways for both municipalities and is presently developing a joint FRP; and

WHEREAS, proposed total maximum daily load (TMDL) requirements for phosphorous flowing into Lake Champlain will require the continued coordination of storm water planning and improvements by the Village and Town; and

WHEREAS, section 4901 of Title 24, Vermont Statutes Annotated, allows a municipality to contract with another municipality to perform any governmental service, activity or undertaking which each municipality is authorized by law to perform, provided the legislative body of each municipality approves the contract and the expenses for such governmental service are included in a municipal budget approved under 17 V.S.A. § 2664 or comparable charter provision; and

WHEREAS, the Village and the Town desire to continue their coordinated efforts with respect to storm water permit compliance and program management by creating one cost center within the Town's annual budget;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. On or before January 15th of each year, the Village Board of Trustees shall provide the Town Selectboard with a budget amount for storm water permit compliance and program management within the Village for inclusion in the Town's annual budget. The costs to be included in the Village's budget amount shall be: (1) all salaries and benefits of Village employees involved in storm water permitting and management; (2) State storm water permit fees; (3) payments to the State for required stream flow monitoring; (4) GIS support for storm

water system mapping; (5) field data collection costs required under storm water permits; (6) consultant studies determined necessary by the SWCC; (7) employee storm water training and travel to effect permit compliance; and (8) minor storm water system design costs required for implementation of permit-required storm water system improvements.

Unless otherwise agreed by the Town and Village, the amounts submitted by the Village Board of Trustees for inclusion in the Town budget shall not include funds for the repair, maintenance or reconstruction of existing storm water system infrastructure in the Village, including catch basins, pipelines, outfalls, culverts and related structures, which shall continue to be a Village expense separate and apart from storm water permit compliance and program management costs.

2. The Town Selectboard shall include the storm water permit compliance and program management costs provided by the Village Board of Trustees pursuant to section 1, above in the Town's annual budget for approval by the legal voters of the Town at its annual meeting in March pursuant to 24 V.S.A. Appx. Ch. 117, § 303. In the event the voters do not approve a budget that includes the Village's storm water permit compliance and program management costs, then this Agreement shall be null and void and the Village shall remain responsible for raising such funds through the Village budgeting process.

3. The Town shall be responsible for paying all Town and Village storm water permit compliance and program management costs during each fiscal year that the voters approve the inclusion of the Village's costs in the Town budget, including costs associated with the proportionate salaries and benefits of the Village Water Quality Superintendent (33%) and the Village Environmental Technician (20%). The stated percentages are subject to change upon the mutual agreement of the Parties.

4. The SWCC shall continue in place to assist with the coordination of storm water activities within each municipality. The SWCC shall make recommendations to the Village Board of Trustees and the Town Selectboard for the inclusion of additional costs in the combined storm water budget for future budget years, including major storm water system design and construction costs as required by a State-approved FRP. The SWCC also shall make recommendations to the Village Board of Trustees and the Town Selectboard concerning development of a separate charge or fee for storm water permit compliance and program management separate and distinct from the Town General Fund if determined to be in each party's "best interests."

5. This Agreement may be modified only by a written amendment signed by the Parties. If any provision of this Agreement shall be found to be invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of this Agreement, which shall be construed, reformed and enforced to effect the purposes of this Agreement to the fullest extent permitted by law. This Agreement shall be governed by and construed under the law of the State of Vermont, without application of principles of conflicts of laws, and constitutes the entire agreement of the Parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts, and the like between the Parties in such respect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

For the Town of Essex Selectboard


For the Village of Essex Junction Board of Trustees


Max G. Levy, Chair

George A. Tyler, President


Brad M. Luck, Vice Chair


Daniel S. Kerin, Vice President


Andrew J. Watts, Clerk

Andrew Brown


R. Michael Plageman

Elaine Sopchak


Irene A. Wrenner

Lori A. Houghton



TOWN OF ESSEX VERMONT

Old
Business
S.i.

MEMORANDUM OF AGREEMENT BETWEEN TOWN OF ESSEX AND VILLAGE OF ESSEX JUNCTION RE: CONSOLIDATION OF PUBLIC WORKS SERVICES

This Memorandum of Agreement (Agreement) is entered into this ____ day of January 2015, by and between the Town of Essex (“Town”) and the Village of Essex Junction (“Village”).

WITNESSETH:

WHEREAS, the Town and Village continue to work cooperatively on a shared services model to improve the delivery of services for the mutual benefit of the residents of the Town and Village; and

WHEREAS, pursuant to this model, a shared “Municipal Manager” is in place, tax billing and collections for the Town and Village have been unified, and a storm water permitting and management services agreement has been approved; and

WHEREAS, the Village and Town now propose the incremental development of a combined public works department for the management of highway and engineering functions as well as any other public works-related functions as may be mutually agreed upon by the Town and the Village; and

WHEREAS, the incremental development of combining public works departments is necessary due to the relative cost impacts of consolidation to each municipality, presently-undefined cost savings that may be achieved from consolidation, and the lack of required staffing within the existing Town public works department to provide the full range of services under consolidation within the first year of this Agreement; and

WHEREAS, section 4901 of Title 24, Vermont Statutes Annotated, allows a municipality to contract with another municipality to perform any governmental service, activity or undertaking which each municipality is authorized by law to perform, provided the legislative body of each municipality approves the contract and the expenses for such governmental service is included in a municipal budget approved under 17 V.S.A. § 2664 or comparable charter provision; and

WHEREAS, the Village and the Town desire to continue their coordinated efforts with respect to shared services by creating one cost center within the Town's annual budget for a portion of the Village's public works functions, and to continue studying the consolidation of those functions;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Term:** This Agreement shall be effective upon execution, and shall continue in effect for the three (3) fiscal years ending ("FYE") June 30, 2016, 2017 and 2018 ("Term").
2. **Village Highway Budget:** On or before January 15, 2015, and by January 15th of each year thereafter during the Term of this Agreement, the Village Board of Trustees shall prepare and provide the Town Selectboard with a "Village Highway Budget" for its consideration and consolidation within the Town's Highway Budget, which is a component part of the Town's General Fund Budget. Except as set forth in section 3 below, the Village Highway Budget shall consist of items previously identified within the Village's "Street Department Budget" including, without limitation, all salaries and benefits of Village employees within its highway department. During the Term of this Agreement, the Village shall not

increase the annual Village Highway Budget as defined herein by more than six percent (6%) over the previous year's budget amount without agreement of the Town Selectboard.

3. **Exclusions from Village Highway Budget:** Unless otherwise agreed by the Town and Village, the Village Highway Budget submitted by the Village Board of Trustees for inclusion in the Town budget shall not include funds for capital project paving or equipment replacement, which shall continue to be a Village expense separate and apart from the Village Highway Budget. The Village Highway Budget also shall not include any storm water permitting or management costs, which are covered under a separate Memorandum of Agreement between the Parties hereto. Additionally, any indebtedness for highways and related infrastructure incurred by either municipality prior to the effective date of this Agreement shall not be included as part of any combined highway budget, but rather shall remain the separate obligations of the respective municipality.

4. **Town Highway Budget:** The Town Selectboard shall incorporate the Village Highway Budget as prepared and provided by the Village Board of Trustees pursuant to section 2, above into the Town General Fund Budget for approval by the legal voters of the Town at its annual meeting in March pursuant to 24 V.S.A. Appx. Ch. 117, § 303. In the event the Town voters do not approve a budget that includes the Village Highway Budget, or approve a lesser amount than what was prepared and presented by the Village Board of Trustees, then the Town will so inform the Village and the Village shall be and remain responsible for raising such funds through the Village budgeting process.

5. **Payment:** The Town shall pay all Village Highway Budget costs as incorporated into the voter-approved Town budget as incurred. In the event actual Village Highway Budget costs differ from budgeted amounts, the Village Board of Trustees and Town Selectboard may

adjust future budgets to account for any under or over collections between the two municipalities.

6. **Integration Study:** On or before November 1, 2015, the Town Public Works Director and/or his designees, in coordination with the Village Public Works Superintendent and/or his designees, shall prepare a plan for presentation to the Municipal Manager for fully consolidating and integrating public works functions within the Town and Village. The plan shall identify potential cost savings and/or efficiencies, non-monetary benefits, and added service capabilities to be gained under a combined public works department, and shall include, at a minimum:

a. An integrated communications plan, including all hardware, internet and software computer costs, allowing unfettered and seamless communication between the two communities as part of a consolidated department;

b. Recommended changes or improvements necessary to provide better customer service, improved dissemination of work to be performed in the community, and centralized management of complaints;

c. A written Winter Operations plan applicable to both municipalities; and

d. A written procedure for procuring outside engineering and contract services that is beyond the capability of in-house resources, which shall include a list of qualified firms and their fee schedules.

7. **Employee Relations:** Any shared public works services between the Town and the Village during the Term of this Agreement shall be managed by the Municipal Manager. The Town public works department will advise the Municipal Manager and make recommendations with respect to public works related operations in the Village, but shall have

no direct management or supervisory functions within the Village, unless it is determined on the basis of the integration study and agreed upon by both municipalities that the management and supervision functions will change as a result of the study findings in years two and three of the agreement. Village highway and Town highway employees shall remain employees of their respective municipalities subject to their existing personnel policies and collective bargaining agreements. The Village Public Works Superintendent shall continue to supervise and set the work schedule for Village employees, and the Town Public Works Superintendent shall continue to supervise and set the work schedule for Town employees. When employees of either the Town or the Village perform work in the other municipality, the employees shall remain members of their respective collective bargaining units but will be supervised by the individual in charge of the work being performed. Town and Village management shall meet with Town union (AFSCME) and Village Association representatives concerning the structure of labor contracts under an integrated management system of public works delivery prior to the expiration of existing collection bargaining agreements.

8. **Review Committee:** A committee consisting of two (2) Town Selectboard members, two (2) Village Board of Trustees members, and one (1) qualified outside technical agent as mutually agreed to by the Town and Village shall be created to review the shared public works operations. On or before October 1, 2017, the review committee shall make recommendations to the Village Board of Trustees and the Town Selectboard on whether to continue or modify the shared public works services model developed pursuant to this Agreement, revert to the model existing prior to this Agreement, or establish a permanent and combined public works department for the Town and Village to become effective on July 1,

2018. The Town Selectboard and the Village Board of Trustees shall act on the recommendations of the review committee on or before December 1, 2017.

9. **Miscellaneous:** This Agreement may be modified only by a written amendment signed by the Parties. If any provision of this Agreement shall be found to be invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of this Agreement, which shall be construed, reformed and enforced to effect the purposes of this Agreement to the fullest extent permitted by law. This Agreement shall be governed by and construed under the law of the State of Vermont, without application of principles of conflicts of laws, and constitutes the entire agreement of the Parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts, and the like between the Parties in such respect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

For the Town of Essex Selectboard

For the Village of Essex Junction Board of Trustees

Max G. Levy, Chair

George A. Tyler, President

Brad M. Luck, Vice Chair

Daniel S. Kerin, Vice President

Andrew J. Watts, Clerk

Andrew Brown

R. Michael Plageman

Elaine Sopchak

Irene A. Wrenner

Lori A. Houghton



TOWN OF ESSEX VERMONT

New
Business
b.a.

Joint Resolution of Essex Town Selectboard and Village Board of Trustees
Re: Establishment of Town Administrative Services Director
and Related Personnel Changes.

Resolved by the Essex Town Selectboard and Village Board of Trustees, as follows:

WHEREAS, the Town of Essex (“Town”) and Village of Essex Junction (“Village”) have been working cooperatively on a shared services model to improve the delivery of services for the mutual benefit of the residents of the Town and Village; and

WHEREAS, pursuant to this model, a shared “municipal” Manager is in place, and tax billing and collections for the Town and Village have been unified; and

WHEREAS, the Manager is proposing creation of a new position of Administrative Services Director, who would assume day-to-day oversight and supervision of the delivery of central office administrative functions for the Town and Village that presently report directly to the Manager, including finance, human resources, information technology, clerk, treasurer and assessor, thereby freeing the Manager to concentrate more on broader strategic challenges facing the Town and Village; and

WHEREAS, under the Manager’s proposal, the current Town Finance Director would assume the position of Administration Services Director and remain a Town employee, and the current Village Assistant Manager/MIS Director/Finance Director would report to the Administrative Services Director and assume some of the day-to-day finance operations in the Town; and

WHEREAS, as part of this proposed reorganization, Town and Village computer systems will be combined and payroll and accounts payable functions consolidated, thereby strengthening the overall finance team in the Town and Village; and

WHEREAS, Village staff presently working in the finance, human resources, clerk and treasurer’s offices will remain as Village employees under the Village budget and continue in

their current reporting status, and there would be no exchange of funding between the Village and Town to accomplish this reorganization; and


WHEREAS, the reorganization will require the creation of a new accounting position in the Town finance department, but there will be no additional full time equivalent employees because the Town Assistant Manager position will be unfunded and remain vacant, with those duties and responsibilities assigned to the Town Planner position which will be expanded and reclassified to include support services for the Manager,

NOW THEREFORE, BE IT RESOLVED that the Town Selectboard and the Village Board of Trustees accept and agree with the Manager's proposal for the creation of the new position of Administrative Services Director and the related personnel and functional changes outlined above; and


BE IT FURTHER RESOLVED that the Manager is authorized to include these changes in the development of the FYE 2016 budgets for the Town and the Village.

ADOPTED by the Town of Essex Selectboard and Village of Essex Junction Board of Trustees on the ____ day of _____, 2015,


For the Town of Essex Selectboard



Max G. Levy, Chair



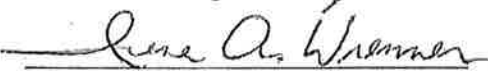
Brad M. Luck, Vice Chair



Andrew J. Watts, Clerk



R. Michael Plageman



Irene A. Wrenner

For the Village of Essex Junction Board of Trustees

George A. Tyler, President

Daniel S. Kerin, Vice President

Andrew Brown

Elaine Sopchak

Lori A. Houghton



The economic engine of Vermont.

Community Development Department

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

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

MEMORANDUM

TO: Pat Scheidel, Village Manager, Trustees
FROM: Robin Pierce, Community Development Director *Rjp*
DATE: January 13, 2015
SUBJECT: Request to change Thasha Lane to Autumn Pond Way from Owners

Issue

The issue is whether or not the Trustees wish to grant the owners' request to change the name of the access road to the recently approved Autumn Pond development.

Discussion

This development is under construction and was approved by the Planning Commission in 2013. Thasha Lane is a private street. As part of the approval a new name was developed. I have discussed the proposed change with the E-911 Coordinator, who has no issues with the request. The change would affect those living at Amber Lanterns (also accessed from the Lane) which is in the same ownership structure as Autumn Pond. The address for Amber Lanterns would change and the owners of the property should undertake the necessary notifications if the Trustees approve this request.

Cost

There is no cost to the Village if the Trustees approve this request.

Recommendation

It is recommended by Staff that the Trustees approve the request to change Thasha Lane to Autumn Pond Way with the proviso that the owners inform all affected parties, including the residents of Amber Lanterns and Autumn Pond, of the change.

Patty Benoit

From: Bradd Rubman [mailto:bradd@appletreebay.com]
Sent: Thursday, November 20, 2014 8:58 AM
To: Robin Pierce
Subject: RE: Thasha Lane name change

Hi Robin,

We would like to request Thasha Lane be changed to Autumn Pond Way.
Please let me know if you need a more formal request.

Thank you,

Bradd Rubman
Appletree Bay Property Management
1205 North Avenue
P.O. Box 3009
Burlington, VT 05408-3009
802-863-6940 x105 - phone
802-865-7928 - fax
www.appletreebay.com

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The economic engine of Vermont.

Community Development Department

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

MEMORANDUM

TO: Pat Scheidel, Village Manager, Trustees
FROM: Robin Pierce, Community Development Director *RP*
DATE: January 13, 2015
SUBJECT: Green Meadows LLC 38 Thasha Lane appeal of the After the Fact Permit fee for two buildings on the construction site that were started prior to Permit application.

Issue The issue is development on this site was started prior to application (or approval) for Permits to do the work. The Village Land Development Code requires that double the applicable fee shall be paid for any development activity that occurs prior to the issuance of a valid Permit.

Discussion The Land Development Code requires that an After the Fact fee shall be paid when any work that requires a permit is started prior to a permit being issued. This fee occurs when someone adds a bedroom to an existing structure, locates a shed on their property, etc. The Land Development Code does not offer discretion in this matter.

Under Appendix B: Fee Schedule.

Note: All fees are due upon submittal of applications. Applications shall not be considered complete nor received without payment of required fees. All fees will be according to the current Village fee schedule at the time the application is submitted and approved, fees are non-refundable. All applications fees shall be double the amount listed for applications submitted after the activity has commenced for which approval is being sought with the exception of School Impact Fees, Sewer and Water Fees.

Cost There is no cost to the Village for this appeal if we adhere to the requirements of the Village LDC. However, if the Trustees approve this appeal then it will open the door to all those who have been charged an After the Fact permit fee in the past to appeal their fees, and set a precedent whereby people could feel empowered to undertake construction with impunity as there is no cost to violating the Village LDC.

Recommendation

It is recommended by Staff that the Trustees deny the appeal by Green Meadows LLC for relief of the After the Fact fee required by the Village LDC for violations of the Code.

RECEIVED

DEC 03 2014

Village of Essex Junction

December 1, 2014

Terry Hass
Assistant Zoning Administrator
Village of Essex Junction
2 Lincoln Street
Essex Junction, VT 05452-3154

Green Meadows, LLC
38 Thasha Lane

Dear Terry:

On November 21, 2014, Green Meadows Apartments, LLC delivered two checks to the Village – one in the amount of \$89,630.60 and the other in the amount of \$112,718.40.

Each of the checks included a \$12,000 component for “after the fact permit” relating to Buildings 2 and 3.

Please consider this letter to be a formal appeal of the doubling of the applicable fee. Let me know when the Village Trustees will hear this appeal.

Sincerely,



Bradd Rubman

APPENDIX B: FEE SCHEDULE

NOTE: All fees are due upon submittal of applications. Applications shall not be considered complete nor received without payment of required fees. All fees will be according to the current Village fee schedule at the time the application is submitted and approved, fees are non-refundable. All application fees shall be double the amount listed below for applications submitted after the activity has commenced for which approval is being sought with the exception of School Impact Fees, Sewer and Water Fees.

SUBDIVISION APPLICATION

A \$10 per application recording fee will be assessed in addition to the following fees.

	<u>FEE</u>
Boundary line adjustments	\$100
Lot consolidation or vacation of property line	\$100
Subdivision, conventional ¹	
A. Sketch plan	\$50 per lot/units
B. Preliminary plat	\$50 per lot or unit
C. Final plat.....	\$100 per lot/unit
Planned residential development ¹	
A. Conceptual plan.....	\$50 per lot/unit
B. Preliminary plan	\$50 per lot/unit
C. Final plan	\$100 per lot/unit
Planned commercial development ¹	
A. Conceptual plan.....	\$.10 per SF
B. Preliminary plan	\$.15 per SF
C. Final plan.....	\$.15 per SF
Agriculture planned development ¹	
A. Conceptual plan.....	\$50 per lot/unit
B. Preliminary plan	\$50 per lot/unit
C. Final plan.....	\$100 per lot/unit
Amendments ²	
A. Subdivisions	\$200
B. Planned development	
1. Major	\$250
2. Minor	\$150
3. Minimal	\$50

EXPOSITION CENTER PLANNED DEVELOPMENT

A \$10 per application recording fee will be assessed in addition to the following fees.

Conceptual plan.....	\$150
Major activities permit.....	\$300
Annual activities permit.....	\$750
Temporary activities permit.....	\$100
Concert application.....	\$200

¹If combination application for Planned Development and Subdivision Review, only one application fee is required. Fees charged will be the higher of each individual fee.

²Fee based on area affected by proposed amendment.

ZONING/BUILDING PERMIT

A \$10 per application recording fee will be assessed in addition to the following fees.

Commercial and industrial

- A. Less than 1,000 sq. ft. of improved area \$150
- B. 1,001 to 2,500 sq. ft. of improved area \$150 or .10/sf whichever is greater
- C. 2,501 to 5,000 sq. ft. of improved area \$.10/sf
- D. 5,001 to 10,000 sq. ft. of improved area \$.10/sf
- E. Greater than 10,000 sq. ft. of improved area \$.10/sf
- F. Design Review (no increase in footprint) \$200

Residential

- A. Single family detached
 - 1. New principal dwelling \$200
 - 2. Addition
 - a. Less than 500 sq. ft. \$50
 - b. 500 sq. ft or greater \$100
 - 3. Accessory structures
 - a. Detached garage \$60
 - b. Storage sheds, decks, swimming pools, driveways, etc. \$25
- B. Accessory apartments \$100
- C. Multi-family, townhouse, duplex, apartment \$200/unit
- D. Land Filling/Regrading \$100

Public and Semi-Public³

- A. Less than 1,000 sq. ft. of improved area \$150
- B. 1,001 to 2,500 sq. ft. of improved area \$150 or .10/sf whichever is greater
- C. 2,501 to 5,000 sq. ft. of improved area \$.10/sf
- D. 5,001 to 10,000 sq. ft. of improved area \$.10/sf
- E. Greater than 10,000 sq. ft. of improved area \$.10/sf

- New Use or Change of Use \$150
- Demolition or relocation \$150
- Home occupation \$35
- Certificate of occupancy \$35
- Temporary Certificate of Occupancy \$35
- School impact fee - 1/1/11-12/31/11 \$2,229.31

TEMPORARY USE, STRUCTURE OR ACTIVITY PERMIT

- Temporary use \$50
- Temporary sale of vehicles \$50
- Temporary structure \$50
- Sidewalk or tent sale, commercial \$50
- Yard or garage sale No Fee
- Move structure on village streets \$100

EXCAVATION AND RIGHT-OF-WAY PERMIT

Excavation permits are classified as major or minor permits.

Major excavation permit \$100.00 per project application
 Major excavation permit is issued for work within the public right-of-way which will disturb the roadbed, pavement, sidewalk or curbing.

If the cut is under 100 sq. ft., the public works department will perform the repair and bill the applicant for the time and material costs (see PUBLIC WORKS TIME AND MATERIALS FEE SCHEDULE) or as otherwise agreed to by the Public Works Superintendent.



Community Development Department

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

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

MEMORANDUM

TO: Pat Scheidel, Village Manager, Trustees
FROM: Robin Pierce, Community Development Director *RJP*
DATE: January 13, 2015
SUBJECT: Flex-A-Seal

Issue

The issue is whether or not the Trustees will grant a tax stabilization Agreement, a parking lease extension and a Right of First refusal on the Department of Public Works site to Flex-A-Seal.

Discussion

Flex-A-Seal is a growing manufacturing company in the Village who has a need to expand beyond their landlocked facility and need Village (and Town) assistance in several forms to meet their needs. A few years ago, the Village entered into a Lease Agreement with Flex-A-Seal for an underused portion of the Public Works site that is now utilized by the company for worker parking. The company needs to expand further and has identified a portion of the Public Works site close to the company's current buildings that would enable them to expand and stay in the Village. Rick Jones has been made aware of the area of land and has no issues with the proposal. The company proposes to invest \$4,000,000 on the site, and have engaged an architect and engineer to design the addition to their current facility

Cost

The Village would not receive an increase in property tax from the enlarged facility for three years, in line with Village policy, if the Trustees enter into a tax stabilization agreement with Flex-a-Seal. There will be continued income from the property leased to Flex-A-Seal for parking, and the land used for the building expansion could enter into a similar lease which would return income to the Village.

Recommendation

It is recommended that the Trustees approve the following:

1. Tax stabilization for three years.
2. Expand the existing parking lease for as long as Flex-A-Seal remains at the current location.
3. A Right of First refusal on the Department of Public Works site to Flex-A-Seal as long as they remain at their current location.



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

P: 802-878-6944
F: 802-878-6946
E: admin@essexjunction.org

January 13, 2015

Mr. Henry Slauson
Flex-A-Seal, Inc.
1 Jackson Street
Essex Junction, VT 05452

Dear Mr. Slauson:

This is a Letter of Commitment for tax stabilization for 1 Jackson Street, if you comply with the following conditions:

1. Obtain all applicable federal, state and local project permits.
2. Make improvements in accordance with the Village of Essex Junction's Commercial Tax Stabilization Policy, greater than ten (10) percent of the current assessed value of the real property (\$778,000), between January 13, 2015 and January 13, 2016.
3. Upon completion of the project, which must be in compliance with your permit as shown by a Certificate of Occupancy, you shall provide the Village of Essex Junction evidence of the required capital investment (contracts, invoices, etc.).
4. If you meet the aforementioned conditions, the Village Trustees shall provide final approval and tax stabilization shall commence the subsequent year in accordance with the Village of Essex Junction's Commercial Tax Stabilization Policy.

Thank you for the investment in your property and the Village of Essex Junction.

Respectfully,
VILLAGE OF ESSEX JUNCTION BOARD OF TRUSTEES

George A. Tyler, Village President

Daniel S. Kerin, Vice President

Lori A. Houghton, Trustee

Andrew P. Brown, Trustee

Elaine H. Sopchak, Trustee



Community Development Department

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

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

MEMORANDUM

TO: Pat Scheidel, Village Manager, Trustees
FROM: Robin Pierce, Community Development Director *Rj*
DATE: January 13, 2015
SUBJECT: Construction and maintenance Agreement with NECR for the Multiuse Safety Path

Issue

The issue is the Village has received a Construction and Maintenance Agreement for the Multiuse Safety Path from NECR.

Discussion

The Agreement is an essential tool to enable construction and maintenance of the Path. The Village attorney has reviewed the Agreement and found no issues. Ande Deforge of VTrans reviewed the Agreement and found no issues.

It is hoped to have the Bid documents ready to begin work on the Path in 2015.

Cost

No known costs associated with this Agreement.

Recommendation

It is recommended that the Trustees approve signing of the Agreement by the Village Manager.

NEW ENGLAND CENTRAL RAILROAD, LLC
CONSTRUCTION AND MAINTENANCE AGREEMENT

RR MILEPOST 108.28
VILLAGE OF ESSEX JUNCTION, COUNTY OF CHITTENDEN, STATE OF VERMONT

THIS AGREEMENT ("Agreement") made this _____ day of _____, 2015 by and between the **Village of Essex Junction**, a Vermont municipality and hereinafter called "**Agency**", and the **New England Central Railroad, LLC**, a Delaware limited liability company and hereinafter called "**Railway**":

WITNESSETH:

WHEREAS, there is a proposed multi-use pedestrian path to be operated by **Agency**, and that shall cross property owned or controlled by the **Railway**; and

WHEREAS, **Agency** wishes to construct a multi-use safety path along **Railway** owned property at **Railway's Milepost 108.28** between North Street to Central Street for approximately 1,175 feet parallel to existing tracks; and

WHEREAS, in the interest of public safety and pedestrian traffic, the **Agency** is willing to undertake the entire expense for the installation of the 10 foot wide path, lighting infrastructure and a 4 foot high chain link fence at the proposed location at **Railway's Milepost 108.28, between North Street and Central Street** and called **Railroad Project # 12NECR18R** (hereafter called "**Project**") and located in the Village of Essex Junction, State of Vermont; and

WHEREAS, attached hereto and hereby made a part hereof as **Exhibit A** is a Project Print showing the type, size, and location of the new multi-use safety path; and

WHEREAS, **Railway** is willing to take all necessary, reasonable steps to coordinate and implement the **Project** upon the terms and conditions herein stated and not otherwise; and

WHEREAS, the **Agency** is willing to undertake the entire cost and expense of future maintenance of the proposed multi-use safety path and related infrastructure adjacent to the **Railway** with **Agency** funds; and

WHEREAS, said **Project** shall be constructed in accordance with full plans and full designs which shall be subject to the mutual approval of **Railway** and **Agency**;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

I. Performance of Work

The **Agency** and **Railway** will each perform various items of work as described below:

- A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER **AGENCY** OR ITS CONTRACTOR AT **AGENCY** EXPENSE.

1. Project Plans & Specifications and Construction
Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the proposed multi-use safety path construction applicable to the **Project**.
2. Multi-Use Safety Path Construction
Take all necessary, reasonable steps - including funding - for the construction of the multi-use safety path to include but not limited to all pavement structure, pavement surface, shoulders, drainage, Village utilities, lighting infrastructure, pavement markings, erosion control, tree cutting, mowing, and chain link fence.
3. Utility Construction
Bear responsibility for the reconstruction, if applicable, of the existing utility lines over the track, or under, which are a direct result of the **Project**. All overhead utility crossings that stay above the tracks will be raised in accordance with **Railway** requirements and specifications. **Agency** shall be responsible to properly permit and obtain **Railway** written approval of all utility crossings.
4. Maintenance of Traffic
Bear responsibility for all traffic detours, maintenance of traffic, and all other roadway modifications, permanent or temporary, necessary for **Railway** to complete multi-use safety path.
5. Schedule & Notification
Provide project construction schedule and notify **Railway** fifteen days (15) days prior to date **Railway** is to provide flagging services.

The **Agency** will begin construction of the **Project** after this Agreement is fully executed, and the **Railway** has been notified 60 days in advance with a construction schedule,

The entire rail and street construction at the **Project** is mutually desired to be complete by the end of _____ 2015.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY THE RAILWAY AT AGENCY EXPENSE.

1. Engineering and Bill Preparation
Perform preliminary and final engineering review the plans, field inspection and office work including preparation of bills for the **Project**.
2. Flagging
The **Railway** will schedule and perform flagging and furnish requested services and devices during construction operations of the **Agency** or its Contractor(s), as deemed necessary by the **Railway**. Any flagging cost or protective services performed by the **Railway** or its contractor shall be at the **Agency's** expense.

II. Construction Plans and Specifications

The **Agency** shall perform its work or ensure that its Contractor(s) shall perform such work in accordance with detailed plans and specifications which shall be prepared by the **Agency** or its Contractors and submitted to **Railway Manager** of Public Projects for approval of those sections that are applicable to **Railway's** right-of-way, facility, or operations of the **Railway**. No work pursuant to said plans and specifications shall be performed on the right-of-way of the **Railway** prior to receipt of **notices to proceed given by the Railway Manager of Public Projects** or authorized representative to the **Agency** engineer or their respective authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be ratification or an adoption by the **Railway** of either or both said plans as its own.

III. Traffic Protection, Safety and Flagging

All work herein provided for, to be done either by the **Agency** or its Contractors on the **Railway's** right-of-way shall be performed at such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the **Railway**. Prior to any of the work performed on the **Railway's** property, either the **Agency** or, if all of the work is to be performed by Contractor(s), its Contractor(s) shall enter into a "Right-of-Entry Agreement" with the **Railway** prior to their respective first entry or entries onto **Railway's** right-of-way. The **Agency** or its Contractor(s) shall reimburse the **Railway** for all actual costs related to flagging per *Section I.B.2.* in this Agreement. The **Railway** will submit bills for flagging and other protective services and devices during the progress of the work contemplated by this Agreement.

Wherever the safeguarding of trains or traffic of the **Railway** is mentioned in this Agreement, it is intended to cover and include all users of the **Railway's** tracks having permission for such use.

IV. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement, including, without limitation, those set forth in **Exhibit C** attached hereto and by this reference incorporated herein; the **Agency** and its Contractors, in the exercise of the rights and in the conduct of the **Project**, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions.

If the Agency utilizes contractor(s) for any of the work herein provided for, the Agency shall ensure that its contractor(s) obtain and provide to **Railway** evidence that such contractor(s) have procured the insurance coverage described in **Exhibit C**, hereto attached, covering their work on **Railway's** property covering this project.

V. Compliance with United States Federal Regulations

The current provisions of 23 CFR (Code of Federal Regulations) parts 646, subpart B and 23 CFR parts 140, subpart I, shall apply to the work to be done under this Agreement, and said memorandum is hereby incorporated in and made a part of this Agreement by reference.

If the **Railway** enters into a contract or agreement with a contractor to perform any of the work, which the **Railway** is required to perform under the terms of this Agreement, the **Railway**, for itself, its assigns and successors in interest, agrees that it will not unlawfully discriminate in its choice of contractors.

VI. Signatory Warranty

Each signatory to this Agreement certifies that he has the authority to enter into this Agreement on behalf of his respective organization.

VII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the date on the top of page one hereof and shall continue for a period not to exceed the earlier of the twelve (12) months from the date construction commences within the **Railway's** Right-of-Way or completion of the construction of the Project as determined by the **Railway**. The **Agency's** and the **Railway's** obligations under Section 1(A)(5) and in the following paragraphs of this Provision shall survive the term of this Agreement.

Upon completion of the Project, the **Agency**, at the **Agency's** expense, will be responsible for the maintenance of the multi-use safety path outside of and including the proposed chain link fence up to the edge of the railroad right-of-way to include but not limited to all pavement structure, pavement surface, shoulders, drainage, Village utilities, lighting infrastructure, pavement markings, erosion control, tree cutting, mowing, and chain link fence.

VIII. Assignment

Neither party has the right to assign this Agreement without the consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

IX. Construction

The **Agency** shall complete all construction within four (4) months of the execution date of this Agreement, or as outlined in Section 1.A. 5. herein. If construction has not commenced within four (4) months, this Agreement becomes null and void. If construction has commenced and is not complete, the **Agency** shall provide the **Railway** a time line for the completion of the construction. The **Railway** will review the time line and determine if amendments to the terms of this Agreement or supplemental agreements are required prior to the completion of construction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

WITNESS:

VILLAGE OF ESSEX JUNCTION

Authorized Representative Signature

Authorized Representative (print) / Title

WITNESS:

NEW ENGLAND CENTRAL RAILROAD, LLC

Authorized Representative Signature

Authorized Representative (print) / Title

Exhibit A
Proposed Multi-Use Pedestrian Path

<RR To Insert Exhibit here>

Exhibit B
Not Used

<RR To Insert Exhibit here>

Exhibit C
Indemnity and Insurance Requirements

The coverage afforded hereunder shall include the liability assumed by the named insured under the following indemnification provisions contained in an agreement in writing between the named insured and **NEW ENGLAND CENTRAL RAILROAD, LLC** covering work to be performed upon or adjacent to its property Mile Post 108.28, quoted herein below for convenience:

IF ALLOWED BY LAW, AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, AGENCY AND RAILWAY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILWAY FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILWAY, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILWAY OWES NO DUTY TO AGENCY OR ITS CONTRACTORS, OR THEIR EMPLOYEES AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

The policy or policies shall provide coverage in amount of not less than Two Million Dollars (\$2,000,000) combined single limit for all damages arising out of bodily injury to or death of persons and for loss of or damage to property.

The policy or policies, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417. The policy must contain a waiver of subrogation in favor of the railroad and the Cities insurance coverage is primary.

**No cancellation of this policy or modification of the coverage afforded under this endorsement shall be effective until ten (10) days' notice thereof has been given to: NEW ENGLAND CENTRAL RAILROAD, LLC (NECR); Attn.: Property Management Dept.,
AND Genesee & Wyoming, Inc. Attn: Larry
Romaine, 13901 Sutton Park Drive South, Suite 330, Jacksonville, FL 32224**

The policy as outlined herein shall name Railway and as an additional insured.

The policy as outlined herein shall name Railway and affiliates as listed below as additional insured with respect to F.E.L.A. coverage, and/or if applicable under the laws of the State in which the work is performed.

The policy as required herein shall name Genesee & Wyoming, Inc. and all their affiliated properties, including **NEW ENGLAND CENTRAL RAILROAD, LLC** as insured's.

Railway requires that each Insurance Carrier providing coverage must be an Admitted Company in the State for which this Agreement is written and has an A.M. Best rating of "A" or better and a financial class rating of 10 or better.

Prior to the performance of any work upon or adjacent to Railway's property under this Agreement:

- (a) **The Agency or, if applicable, its Contractors shall furnish Railway, at Agency or, if applicable, its Contractors expense, a certified copy of a public liability and property damage liability insurance policy issued in the name of Agency or its Contractors, as the case may be, covering the contractual liability assumed by Agency or its Contractors. The form, substance, and limits of said insurance policy shall be subject to the approval of Railway and shall be in compliance with the provisions contained herein.**
- (b) **Agency or, if applicable, its Contractors shall furnish Railway, at Agency or, if applicable, its Contractors expense, a certificate of Workers Compensation coverage, including Federal Employee Liability Act coverage if applicable, for its workers and subcontractors in accordance with the requirements of the State or States in which said work is to be performed.**
- (c) **Agency or, if applicable, its Contractors shall furnish a policy of Railway Protective coverage in the amount of Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate with named insured as outlined herein. WARNING: ONLY A POLICY OF RAILROAD PROTECTIVE INSURANCE WHICH SPECIFICALLY NAMES NEW ENGLAND CENTRAL RAILROAD, LLC AND ALL THEIR AFFILIATED PROPERTIES AS THE INSURED PARTIES IS ACCEPTABLE AND A COPY OF SAID POLICY MUST BE RECEIVED PRIOR TO THIS PERMIT BEING APPROVED ON BEHALF OF RAILWAY.**

The Agency or, if applicable, its Contractor shall keep said insurance in full force and effect until all work to be performed upon or adjacent to the Premises under said contract is completed to the satisfaction of and accepted by Railway and thereafter until the **Agency or its Contractors, as the case may be, have fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from the Premises.**



Community Development Department

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

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

MEMORANDUM

TO: Pat Scheidel, Village Manager, Trustees
FROM: Robin Pierce, Community Development Director *RJP*
DATE: January 13, 2015
SUBJECT: Scoping Study for the Essex Junction Train Station.

Issue

The issue is the Village has received a Scope of Work from RSG to build on the work championed by the Village to improve the building, access and circulation at the Station. The Village worked with the CCRPC to initiate the Scoping Study.

Discussion

The Scoping Study will move forward the work already undertaken and approved by the Trustees. Starting with the building designed during the previous study, the Scoping Study will look at existing conditions, alternatives, and purpose and need. The final product will be a document that pulls together current information on the station and proposes a way forward.

Cost

The cost of the Scoping Study is \$37,671. There is no Village match. The fee will be paid by the CCRPC; therefore, there is no cost to the Village.

Recommendation

It is recommended that the Trustees approve moving forward with this Scoping Study and enable Staff to work with RSG to bring the Study to a successful conclusion.

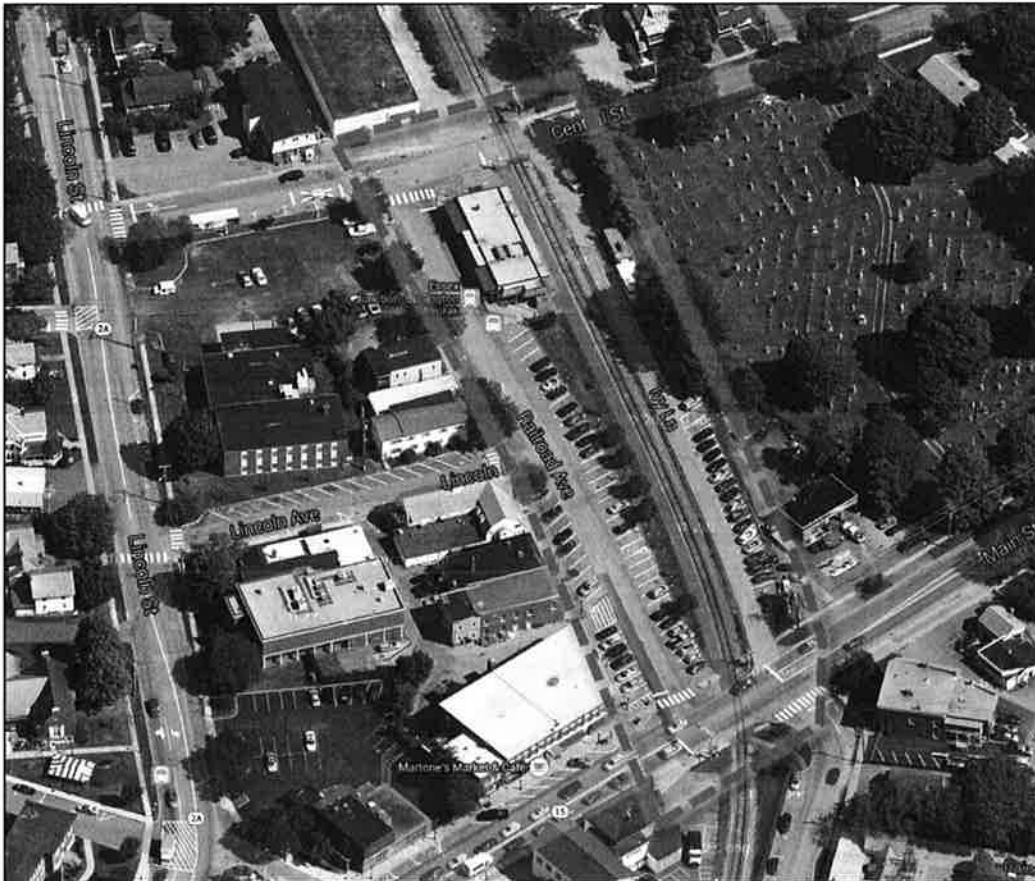
SCOPE OF WORK

TO: Christine Forde, CCRPC
FROM: David Saladino, PE
DATE: November 26, 2014
SUBJECT: Essex Junction Train Station Access & Circulation Scoping Study

This Scope of Work outlines the proposed tasks, estimated timeline, and budget to develop a Scoping Study for access and circulation improvements adjacent to the Amtrak Train Station in Essex Junction, Vermont. This effort will largely build off work recently completed by the Village that looked at potential train station architectural improvements.

The general project study area is highlighted below in Figure 1.

FIGURE 1: PROJECT STUDY AREA



- Prepare for and facilitate a Local Concerns Meeting to solicit input and concerns from the public, elected officials, business community, railroad representatives, state agencies, and other stakeholders.

Deliverables: *Local Concerns Meeting materials, meeting notes*

TASK 4: Draft and Final Purpose & Need Statement

- Prepare a draft Purpose & Need Statement based on a review of existing conditions and stakeholder input and circulate to the Village and CCRPC staff for review and comment.
- Prepare a final Purpose & Need Statement based on staff input.

Deliverables: *Draft and Final Purpose & Need Statement*

TASK 5: Alternatives Development

RSG and Freeman French Freeman (FFF) staff will meet with Village and CCRPC staff to develop up to three reasonable alternatives. We anticipate the alternatives incorporating some or all of the following elements:

- Modifications/additions to the train station building to enhance accessibility for all users, functionality, and aesthetics. Consider the potential for shared use space within the train station building to accommodate retail or other appropriate uses.
- Modifications to the street accessibility, parking accommodations, sidewalks, and other amenities adjacent to the train station and along Railroad Avenue and Ivy Lane to enhance accessibility, circulation, safety, and parking accommodations.

Deliverables: *Conceptual layout, elevation, and floor plans will be developed for the identified alternatives for presentation to the project stakeholders and the public.*

TASK 6: Alternatives Assessment

- Develop an evaluation matrix documenting specific aspects and impacts of each alternative, including cost estimates, ability to satisfy the Purpose & Need Statement, and level of natural and cultural resource impacts. Cost estimates for the roadway and transportation improvements will be based on recent VTtrans bid pricing. Estimates for the train station building improvements will be based on published data and FFF's knowledge of local markets. The combined cost estimate will also include line items for final design, permitting, right-of-way, traffic control, construction administration, and contingencies.

Deliverables: *Alternatives Evaluation Matrix*

TASK 7: Alternatives Presentation Meeting

- RSG will meet with Village and CCRPC staff to review the Alternatives plans and Evaluation Matrix and prepare for second public meeting.
- RSG and FFF will prepare for and present the alternatives in a public meeting forum with the Village Trustees. The goal of the meeting will be to reach consensus on a preferred alternative.

Deliverables: *Meeting materials for the Alternatives Presentation Meeting*



4.0 PROJECT BUDGET

Based on the scope of work and scheduled identified above, we anticipate the project budget for this effort to total \$37,671, inclusive of RSG expenses and subcontractor fees. The project budget is summarized below in Figure 2.

FIGURE 2: PROJECT BUDGET ESTIMATE

	David Saladino, PE <i>Project Manager</i>	Mark Smith, PE <i>Sr. Project Engineer</i>	David Grover, EI <i>Project Engineer</i>	Hours/ Task	Cost/ Task
TASK 1: Project Initiation & Kick-off	8	8	8	24	\$3,319
TASK 2: Existing Conditions Assessment	4	8	28	40	\$4,434
TASK 3: Local Concerns Meeting	8	8	14	30	\$3,870
TASK 4: Purpose & Need Statement	2	4	0	6	\$931
TASK 5: Alternatives Development	2	10	24	36	\$3,990
TASK 6: Alternatives Assessment	2	6	16	24	\$2,686
TASK 7: Alternatives Presentation Meeting	8	12	10	30	\$4,073
TASK 8: Scoping Report	4	8	30	42	\$4,618
Hours Per Staff Total	38	64	130		
Direct Rate	\$58.56	\$46.20	\$29.79		
RSG Overhead Rate (180.33%)	\$105.60	\$83.31	\$53.72		
Fee (10%)	\$16.42	\$12.95	\$8.35		
Loaded Rate	\$180.57	\$142.46	\$91.86		
Costs Per Staff Total	\$6,862	\$9,118	\$11,941		

Total RSG Labor	\$27,921
Total RSG Expenses	\$750
UVM-CAP (Historic & Archeological Assessments)	\$4,500
Freeman French Freemant (Architectural Planning)	\$4,500
Total Project Budget	\$37,671

Please feel free to contact me with any questions.





Community Development Department

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

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

MEMORANDUM

TO: Pat Scheidel, Village Manager, Trustees
FROM: Robin Pierce, Community Development Director
DATE: October 28, 2014
SUBJECT: CVE Noise Indemnification Agreement

RJP

Issue

The issue is whether or not the Trustees authorize the Village Manager sign the new CVE Noise Indemnification Agreement.

Discussion

The Noise Indemnification Agreement with CVE is up for renewal. The document has been modified slightly to make the content easier to understand. The mechanism involved remains basically unchanged. Staff worked with CVE representatives to bring the document to the point where it was ready to be reviewed by the Village Attorney. Earlier this month the Village Attorney reviewed the Agreement and found no issues with it.

In the past year there have been no violations of the Noise Violation Agreement with CVE. The Village works well with CVE to ensure the goals of the Agreement are met. Events that are deemed to need sound monitoring are attended by an outside contractor who provides the Village with a report on the events. The cost of the monitoring is paid by CVE.

Cost

There is no cost to the Village for this Agreement other than the fees charged by the Village Attorney for review of same.

Recommendation

It is recommended that the Trustees authorize the Village Manager to execute the Noise Indemnification Agreement with CVE.

NOISE INDEMNIFICATION AGREEMENT
BETWEEN
THE CHAMPLAIN VALLEY EXPOSITION, INC.
AND THE VILLAGE OF ESSEX JUNCTION
FOR CHAMPLAIN VALLEY EXPOSITION EVENTS

THIS AGREEMENT made this ___ day of _____, 2015 by and between CHAMPLAIN VALLEY EXPOSITION, INC., a Vermont corporation with its principal place of business in Essex Junction, Vermont, (hereinafter referred to as "Indemnitor") and THE VILLAGE OF ESSEX JUNCTION, a Vermont municipality located in Chittenden County, Vermont, (hereinafter referred to as "Indemnitee").

WHEREAS, Indemnitor desires to host one or more concerts and other events, including the Champlain Valley Fair, on its property located within Indemnitee's municipal corporate boundaries ("Indemnitor's premises") from October 1, 2014-September 30, 2019; and

WHEREAS, the Essex Junction Land Development Code regulates noise performance standards to help protect the public health, safety and general welfare; and

WHEREAS, the Essex Junction Land Development Code also regulates uses within the Planned Exposition District, which governs the events and concerts scheduled, or to be scheduled, to be held at the CVE Property ("Events"); and

WHEREAS, as an inducement to encourage Indemnitee to approve the Events under its Land Development Code, Indemnitor is willing to provide Indemnitee protection from any and all violations of the Noise Performance Standards with respect to the Events on CVE Property; and

WHEREAS, CVE and the Village, in the spirit of cooperation and trust, feel that this agreement will satisfy the intentions of the Village and the regulatory conditions of the ordinance by providing for among other things, professional third party monitoring, and for continued discussions after each season.

NOW THEREFORE, in consideration of the above and other good and valuable consideration, the parties hereto agree as follows:

1. Indemnitor hereby delivers to Indemnitee and Indemnitee agrees to accept and hereby acknowledges receipt of Two Thousand Dollars (\$2,000) as security for Indemnitor's faithful compliance with the aforesaid Noise Performance Standards at all times ("Security Fund"). The Indemnitee agrees to keep the money in a separate interest bearing account; and on or before April 15th of each year, pay the Indemnitor any accrued interest.
2. Indemnitor further agrees to (a) provide Indemnitee access at no charge to Indemnitor's premises throughout the duration of each Event with such communications equipment as the Indemnitee deems reasonably necessary to permit Indemnitee to communicate with CVE personnel on site at the Event capable of and authorized to adjust or moderate the broadcast noise levels at the Event if Indemnitee, its agents, employees or contractors, determine that one or more violations of the Noise Performance Standards is occurring, and (b) to cause any such violations to be abated as soon as possible after being notified by Indemnitee of a violation.
3. The Village of Essex Junction Administrative Procedures Regarding CVE Grandstand Event Noise Monitoring ("Administrative Procedures") shall be part of this Agreement attached as Appendix A and hereby incorporated by reference. Any change to the Administrative Procedures shall nullify the Agreement, unless otherwise agreed to in writing by both parties.

NOISE INDEMNIFICATION AGREEMENT

4. The following schedule shall determine the amount of the Security Fund forfeited for various violations of the Noise Performance Standards. For the purpose of this Agreement Intermittent shall mean the average dba reading measured over a continuous five (5) minute period:

A. Each violation of intermittent noise levels for first five violations	\$50
B. Each violation of intermittent noise levels for second five violations	\$150
C. Each violation of intermittent noise levels for third five violations	\$300
D. Each violation of intermittent noise levels for violation over fifteen	\$500
E. Violation of hourly average noise levels for each hour	\$5,000

These forfeiture provisions are cumulative. However, if the intermittent violation fines exceed the hourly average fine level, the average hourly fine will be billed and not the intermittent noise level fines during the same hour. By way of example, if the event had 10 intermittent noise violations, but did not violate the hourly average limits, the fine would be \$1,000. However, if the event had 12 intermittent noise violations during the first hour, the fee would be \$5,000 to reflect a violation of the hourly average.

5. If the Village of Essex Junction Trustees amends any portions of the Essex Junction Land Development Code, then this Agreement shall be modified to conform to the Essex Junction Land Development Code, unless otherwise agreed to in writing by both parties.
6. It is agreed that CVE may request the Village to approve events that have performance dates beyond the end of this agreement. If these events are approved by the Village they will be considered to be "grandfathered" as far as Section #5 above.
7. Forfeiture and Appeal Procedure.

Within five (5) working days following an Event, the Village Zoning Administrator will provide the Indemnitor written notice, by certified mail, return receipt requested, of any violations of the Noise Performance Standards and the amount of required forfeitures under this Agreement. The Indemnitor may appeal the Village Zoning Administrator's determination to the Board of Trustees by filing a written notice of appeal with the Village Clerk within ten (10) working days of the Zoning Administrator's notice. If no appeal is taken, the decision of the Zoning Administrator shall become final.

If the decision of the Zoning Administrator is appealed, the Board of Trustees of the Village will conduct an appeal hearing within thirty (30) days of the filing of the notice of appeal and shall give the Indemnitor written notice thereof by certified mail, return receipt requested, and post a notice of the meeting in a public place within the Village offices. The Board of Trustees shall make its decision, and notify the Indemnitor in writing of its decision, with respect to the appeal within ten (10) days of the hearing. The decision of the Trustees shall be final and not otherwise subject to challenge or appeal by the Indemnitor.

If the Zoning Administrator issues a notice that there were violations of the Noise Performance Standards and, pursuant to this Agreement, the Indemnitor forfeits some or all of the Security Fund, the Indemnitor shall deposit with the Indemnatee, within fifteen days of a determination of the finality of the notice of the violation or on or before the date of the next Event, whichever first occurs, an amount equal to the amount determined to have been forfeited as a result of the violation(s). Indemnitor shall cause the Security Fund to be fully funded on or prior to the date of each event regardless of the pendency of any appeal(s) from prior determinations of violations by the Zoning Administrator.

8. This Agreement and the fines contained herein shall apply to all events held on the CVE Property that may violate the noise standards contained herein. However, all noise emanating from the Indemnitor's property during events shall be included in the noise reading during an event and subject to both intermittent and average hourly fines as stipulated in this Agreement.

NOISE INDEMNIFICATION AGREEMENT

9. CVE agrees that all proposed concerts shall be compatible with, and appropriate for, a Village location which has a broad mix of families and individuals of all ages.
10. This Agreement shall be governed by the laws of the State of Vermont.
11. This is the whole agreement between the Parties on this subject, and any and all prior agreements, negotiations, and discussions between the Parties on this subject are hereby superseded. No modification, amendment or alteration shall be made to this Agreement unless in writing and signed by both parties.
12. Each and every one of the terms, provisions and conditions of this Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and assigns and all persons claiming under or through any of them.
13. The CVE shall hold a public information meeting in June of each year. CVE will review the required noise monitoring and provide notice by first class mail to abutting property owners. The Village will receive a notice of these meetings.
14. In November of each year the Parties to this Agreement shall meet to make appropriate modifications to this Agreement, by mutual consent, based on data and experience gathered from Events and the Annual Fair in the calendar year of said meeting.
15. This Agreement will run to September 30, 2019 with the understanding that the CVE may request approvals to extend it for specific events beyond that date (see Section #6). The Parties agree that they will start discussions for the renewal of this Agreement no later than April 1, 2019.

Dated at Essex Junction, Vermont, this ____ day of _____, 2015.

CHAMPLAIN VALLEY EXPOSITION, INC.

By: _____
A duly authorized agent

Dated at Essex Junction, Vermont, this ____ of _____, 2015.

VILLAGE OF ESSEX JUNCTION

By: _____
Patrick C. Scheidel
Municipal Manager
Its duly authorized agent

NOISE INDEMNIFICATION AGREEMENT

APPENDIX A

VILLAGE OF ESSEX JUNCTION ADMINISTRATIVE PROCEDURES

REGARDING CVE GRANDSTAND EVENT NOISE MONITORING

1) **PURPOSE:**

a) To establish procedures to ensure compliance with the Essex Junction Land Development Code Noise Performance Standards.

2) **MONITORING AND RECORDING PROCEDURES:**

a) Coverage: Any music concert or other outdoor event that may exceed the Noise Performance Standards shall be monitored by an employee of a private contractor that works for the Village of Essex Junction, but is paid for by the Champlain Valley Exposition.

b) A third party will be hired on an event basis to provide professional sound monitoring during the event(s) (See paragraph #2 c on page 4 of 6). The services of the third party will include a project manager for coordination, a scientist for field measurements and two monitors (one stationary and one mobile) that are factory calibrated prior to each event. The third party will maintain readings per event in a database that can be retrieved later on.

c) The events selected to be monitored will be mutually agreed upon by the Exposition and Village Staffs'. Complete reports shall be provided to the Village when requested. Any event that exceeds the sound levels contained in the Noise Indemnification Agreement shall require a report. A representative sample of noise monitor readings shall be taken from the grandstand seating during events held in the grandstand with the roving noise monitor.

d) CVE will also perform, with its own equipment, roving monitoring throughout the event and will provide communications with sound board personnel during concerts, which will be a proactive approach toward this overall project.

e) E) This new agreement will be effective on October 1, 2014, or sooner if approved by the Village Trustees. F) CVE will pay for all costs directly associated with sound monitoring, or preparation thereof, for CVE events including staff meetings, monitoring, data analysis and reporting. The Village will contract with the third party, pay for services and bill CVE following each event.

f) G) The Village may at its own choice and cost retain the third party to monitor additional events. The Village of Essex Junction shall pay for the costs of any additional meetings to be attended by a representative(s) of the third party such as, but not limited to, public meetings.

g) H) The professional monitoring will begin October 1, 2014 and conclude September 30, 2019.

NOISE INDEMNIFICATION AGREEMENT

SOUND WAIVER CATEGORIES

1) PURPOSE:

a) To acknowledge historical baseline noise levels for the Fair and develop a monitoring protocol that will define reasonable sound levels for events at CVE, and provide sound waivers from the Village Land Development Code for no more than twenty (20) event days for each year of this Agreement. An "event day" is defined as a 24 hour period that begins at the start of the event. Municipal or government events not sponsored by CVE will not be part of the 20 event cap.

2) CATEGORIES:

a) Category A. This is for the annual Fair. No Sound Waiver Application is required for a maximum of twelve (12) Fair days, unless CVE feel they are going to exceed the limits outlined in Categories B and C. The Annual Fair, excluding grandstand events, with an Agreement waiver will adhere to the following levels:

One Hour Average – 72dba.

Maximum Five Minute Average – 75dba.

b) Category B. For CVE events including the Annual Fair grandstand events. This sound waiver category requires Village Manager or Designee Approval. These waivers, with limits, will adhere to all other aspects of the Village Land Development Code. Village Manager or Designee shall not unreasonably withhold approval of this category of sounds waivers:

One Hour Average – 78dba.

Maximum Five Minute Average – 83dba.

c) Category C. CVE requested events, to a maximum of the twenty waiver limit, that have regional and/or community worth. This sound waiver category requires Village Manager and/or designee approval at which time specific dba limits will be established. Time will be provided for Public Comment on this Category of sound waivers.

SOUND MONITORING FOR WAIVED EVENTS.

1) PURPOSE:

a) To establish a verifiable objective record of the noise levels at CVE waived events.

b) CVE will pay the fee for third party sound monitoring activities at waived events. The cost of other professional sound consulting services will be shared equally by CVE and the Village.

c) A third party sound monitoring professional will have the capacity to record abnormalities in the sound recording that are the result of sounds outside of CVE's control that skew the sound testing results. Skewed sound noise level recordings can be caused by; rain, thunder, wind, or nonevent source noise. Such abnormalities will be noted by the sound engineer in any report, and enable the Village Manger to make an informed decision regarding fine generating dba levels that were not a direct result of CVE noise activity.

RECORDS:

h) A printout of the noise readings shall be provided to the Village upon request of same and kept on file in the Development Office for three years, along with any notes that record efforts to obtain compliance. These records will be available for public inspection.

NOISE INDEMNIFICATION AGREEMENT

3) FINES:

- a) Fines shall be imposed in accordance with the Noise Indemnification Agreement between The Champlain Valley Exposition, Inc., and the Village of Essex Junction for Champlain Valley Exposition events, executed this ____ day of _____, 2015
- b) As with any zoning violation, the Village of Essex Junction's goal is to obtain compliance. If the CVE is notified of an intermittent noise level violation and brings the sound into compliance within ten minutes for each act, they shall not be fined for an intermittent noise violation. If the noise violation is not corrected within the ten minute compliance period then the appropriate fine schedule for intermittent noise level violations, as outlined on page 2 of 6 of this document under paragraph number four (4), will be imposed for the period that triggered the ten (10) minute compliance notification. Any sounds above permitted levels after the ten minute compliance period has elapsed shall receive an intermittent noise level fine. The hourly average shall be based on a continuous reading and not subject to a warning period to reduce the noise level. For purposes of establishing the fine, it shall be based on a stationary machine that is recording the hourly average.

4) COMMUNICATION:

- a) Municipal officials shall have contact with the Essex Police Department and the Champlain Valley Exposition officials at all times during an Event.

5) CALIBRATION:

- a) The noise monitors shall be calibrated on an annual basis by the manufacturer or the State of Vermont and a copy of the current certificate of calibration shall be kept on file in the Village Office and at the Vermont Air Quality Testing Services Office. Also, the machines shall be calibrated with the calibrator before recording sound at a concert or other event.

NOISE INDEMNIFICATION AGREEMENT
BETWEEN
THE CHAMPLAIN VALLEY EXPOSITION, INC.
AND THE VILLAGE OF ESSEX JUNCTION
FOR CHAMPLAIN VALLEY EXPOSITION EVENTS

THIS AGREEMENT made this 15th day of _____ of ~~September 2014~~ May, 2009 by and between CHAMPLAIN VALLEY EXPOSITION, INC., a Vermont corporation with its principal place of business in Essex Junction, Vermont, (hereinafter referred to as "Indemnitor") and THE VILLAGE OF ESSEX JUNCTION, a Vermont municipality located in Chittenden County, Vermont, (hereinafter referred to as "Indemnitee").

WHEREAS, Indemnitor desires to host one or more concerts and other events, including the Champlain Valley Fair, on its property located within Indemnitee's municipal corporate boundaries ("Indemnitor's premises") from October 1, 2014-September 30, 2019 ~~May 1, 2009 to October 1, 2014~~; and

WHEREAS, the Essex Junction Land Development Code regulates noise performance standards to help protect the public health, safety and general welfare; and

WHEREAS, the Essex Junction Land Development Code also regulates uses within the Planned Exposition District, which governs the events and concerts scheduled, or to be scheduled, to be held at the CVE Property ("Events"); and

WHEREAS, as an inducement to encourage Indemnitee to approve the Events under its Land Development Code, Indemnitor is willing to provide Indemnitee protection from any and all violations of the Noise Performance Standards with respect to the Events on CVE Property; and

WHEREAS, CVE and the Village, in the spirit of cooperation and trust, feel that this agreement will satisfy the intentions of the Village and the regulatory conditions of the ordinance by providing for among other things, professional third party monitoring, and for continued discussions after each season.

NOW THEREFORE, in consideration of the above and other good and valuable consideration, the parties hereto agree as follows:

1. Indemnitor hereby delivers to Indemnitee and Indemnitee agrees to accept and hereby acknowledges receipt of Two Thousand Dollars (\$2,000) as security for Indemnitor's faithful compliance with the aforesaid Noise Performance Standards at all times ("Security Fund"). The Indemnitee agrees to keep the money in a separate interest bearing account; and on or before April 15th of each year, pay the Indemnitor any accrued interest.
2. Indemnitor further agrees to (a) provide Indemnitee access at no charge to Indemnitor's premises throughout the duration of each Event with such communications equipment as the Indemnitee deems reasonably necessary to permit Indemnitee to communicate with CVE personnel on site at the Event capable of and authorized to adjust or moderate the broadcast noise levels at the Event if Indemnitee, its agents, employees or contractors, determine that one or more violations of the Noise Performance Standards is occurring, and (b) to cause any such violations to be abated as soon as possible after being notified by Indemnitee of a violation.
3. The Village of Essex Junction Administrative Procedures Regarding CVE Grandstand Event Noise Monitoring ("Administrative Procedures") shall be part of this Agreement attached as Appendix A and hereby incorporated by reference. Any change to the Administrative Procedures shall nullify the Agreement, unless otherwise agreed to in writing by both parties.

NOISE INDEMNIFICATION AGREEMENT

4. The following schedule shall determine the amount of the Security Fund forfeited for various violations of the Noise Performance Standards. For the purpose of this Agreement Intermittent shall mean the average dba reading measured over a continuous five (5) minute period:

A. Each violation of intermittent noise levels for first five violations	\$50
B. Each violation of intermittent noise levels for second five violations	\$150
C. Each violation of intermittent noise levels for third five violations	\$300
D. Each violation of intermittent noise levels for violation over fifteen	\$500
E. Violation of hourly average noise levels for each hour	\$5,000

These forfeiture provisions are cumulative. However, if the intermittent violation fines exceed the hourly average fine level, the average hourly fine will be billed and not the intermittent noise level fines during the same hour. By way of example, if the event had 10 intermittent noise violations, but did not violate the hourly average limits, the fine would be \$1,000. However, if the event had 12 intermittent noise violations during the first hour, the fee would be \$5,000 to reflect a violation of the hourly average.

5. If the Village of Essex Junction Trustees amends any portions of the Essex Junction Land Development Code, then this Agreement shall be modified to conform to the Essex Junction Land Development Code, unless otherwise agreed to in writing by both parties.
6. It is agreed that CVE may request the Village to approve events that have performance dates beyond the end of this agreement. If these events are approved by the Village they will be considered to be "grandfathered" as far as Section #5 above.
7. Forfeiture and Appeal Procedure.

Within five (5) working days following an Event, the Village Zoning Administrator will provide the Indemnitor written notice, by certified mail, return receipt requested, of any violations of the Noise Performance Standards and the amount of required forfeitures under this Agreement. The Indemnitor may appeal the Village Zoning Administrator's determination to the Board of Trustees by filing a written notice of appeal with the Village Clerk within ten (10) working days of the Zoning Administrator's notice. If no appeal is taken, the decision of the Zoning Administrator shall become final.

If the decision of the Zoning Administrator is appealed, the Board of Trustees of the Village will conduct an appeal hearing within thirty (30) days of the filing of the notice of appeal and shall give the Indemnitor written notice thereof by certified mail, return receipt requested, and post a notice of the meeting in a public place within the Village offices. The Board of Trustees shall make its decision, and notify the Indemnitor in writing of its decision, with respect to the appeal within ten (10) days of the hearing. The decision of the Trustees shall be final and not otherwise subject to challenge or appeal by the Indemnitor.

If the Zoning Administrator issues a notice that there were violations of the Noise Performance Standards and, pursuant to this Agreement, the Indemnitor forfeits some or all of the Security Fund, the Indemnitor shall deposit with the Indemnitee, within fifteen days of a determination of the finality of the notice of the violation or on or before the date of the next Event, whichever first occurs, an amount equal to the amount determined to have been forfeited as a result of the violation(s). Indemnitor shall cause the Security Fund to be fully funded on or prior to the date of each event regardless of the pendency of any appeal(s) from prior determinations of violations by the Zoning Administrator.

8. This Agreement and the fines contained herein shall apply to all events held on the CVE Property that may violate the noise standards contained herein. However, all noise emanating from the Indemnitor's property during events shall be included in the noise reading during an event and subject to both intermittent and average hourly fines as stipulated in this Agreement.

NOISE INDEMNIFICATION AGREEMENT

9. CVE agrees that all proposed concerts shall be compatible with, and appropriate for, a Village location which has a broad mix of families and individuals of all ages.
10. ~~The Village agrees to issue a waiver for Fair fireworks performances in 2009 to 2014 and the NTPA Tractor and Truck Pull and the 2009 to 2014 Four Wheel Drive Jamboree as a part of the twenty (20) waivers referenced in this Agreement.~~
- 10~~1~~. This Agreement shall be governed by the laws of the State of Vermont.
- 1~~2~~. This is the whole agreement between the Parties on this subject, and any and all prior agreements, negotiations, and discussions between the Parties on this subject are hereby superseded. No modification, amendment or alteration shall be made to this Agreement unless in writing and signed by both parties.
- 1~~3~~. Each and every one of the terms, provisions and conditions of this Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and assigns and all persons claiming under or through any of them.
- 1~~4~~. The CVE shall hold a public information meeting in June of each year. CVE will review the required noise monitoring and provide notice by first class mail to abutting property owners. The Village will receive a notice of these meetings.
- 1~~5~~. In November of each year the Parties to this Agreement shall meet to make appropriate modifications to this Agreement, by mutual consent, based on data and experience gathered from Events and the Annual Fair in the calendar year of said meeting.
- 1~~6~~. This Agreement will run to ~~September 30, 2019~~ ~~October 1, 2014~~ with the understanding that the CVE may request approvals to extend it for specific events beyond that date (see Section #6). The Parties agree that they will start discussions for the renewal of this Agreement no later than April 1, ~~2019~~ ~~2014~~.

Comment [T1]: Robin, this area was too vague and it is better covered in item # 1 on page 5 under "purpose." Technically, there are no events that are "grandfathered."

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Dated at Essex Junction, Vermont, this _____ day of _____, ~~2015~~ ~~2014~~ ~~2009~~.

CHAMPLAIN VALLEY EXPOSITION, INC.

By: _____
A duly authorized agent

Dated at Essex Junction, Vermont, this _____ of _____, ~~2015~~ ~~2014~~ ~~2009~~.

VILLAGE OF ESSEX JUNCTION

By: _____
~~Patrick C. -Scheidt~~ ~~David A. Crawford~~
~~Municipal Manager~~ ~~Village Manager~~
Its duly authorized agent

NOISE INDEMNIFICATION AGREEMENT

APPENDIX A

VILLAGE OF ESSEX JUNCTION ADMINISTRATIVE PROCEDURES

REGARDING CVE GRANDSTAND EVENT NOISE MONITORING

1) **PURPOSE:**

a) To establish procedures to ensure compliance with the Essex Junction Land Development Code Noise Performance Standards.

2) **MONITORING AND RECORDING PROCEDURES:**

a) Coverage: ~~Unless the Trustees have provided a noise waiver, Any any music hard rock~~ concert or other outdoor event that may exceed the Noise Performance Standards shall be monitored by an employee of a private contractor that works for the Village of Essex Junction, but is paid for by the Champlain Valley Exposition.

b) A third party will be hired on an event basis to provide professional sound monitoring during the event(s) (See paragraph #2 c on page 4 of 6). The services of the third party will include a project manager for coordination, a scientist for field measurements and two monitors (one stationary and one mobile) that are factory calibrated prior to each event. The third party will maintain readings per event in a database that can be retrieved later on.

c) The events selected to be monitored will be mutually agreed upon by the Exposition and Village Staffs'. Complete reports shall be provided to the Village when requested. Any event that exceeds the sound levels contained in the Noise Indemnification Agreement shall require a report. A representative sample of noise monitor readings shall be taken from the grandstand seating during events held in the grandstand with the roving noise monitor.

d) CVE will also perform, with its own equipment, roving monitoring throughout the event and will provide communications with sound board personnel during concerts, which will be a proactive approach toward this overall project.

~~d)~~

~~e) E) This new agreement will be effective on October 1, 2014-May 15, 2009, or sooner if approved by the Village Trustees and CVE's Board. Therefore the process of monitoring events will begin on May 15, 2009 or sooner.~~

~~f) F) CVE will pay for all costs directly associated with sound monitoring, or preparation thereof, for CVE events including staff meetings, monitoring, data analysis and reporting. The Village will contract with the third party, pay for services and bill CVE following each event.~~

~~g) G) F) The Village may at its own choice and cost retain the third party to monitor additional events. The Village of Essex Junction shall pay for the costs of any additional meetings to be attended by a representative(s) of the third party such as, but not limited to, public meetings.~~

~~h) H) The professional monitoring will begin October 1, 2014 and conclude September 30, 2019.4 in May 1, 2009 and conclude October 1, 2014.~~

Comment [T2]: Robin, we have and will continue to monitor any event we feel may exceed the standards.

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NOISE INDEMNIFICATION AGREEMENT

SOUND WAIVER CATEGORIES

1) PURPOSE:

a) To acknowledge historical baseline noise levels for the Fair and develop a monitoring protocol that will define reasonable sound levels for events at CVE, and provide sound waivers from the Village Land Development Code for no more than twenty (20) event days for each year of this Agreement. An "event day" is defined as a 24 hour period that begins at the start of the event. Municipal or government events not sponsored by CVE will not be part of the 20 event cap.

Comment [T3]: An example of this is Relay for Life, starts at 6pm and goes til 6am. This would be one "event day"

2) CATEGORIES:

a) Category A. This is for the annual Fair. No Sound Waiver Application is required for a maximum of twelve (12) Fair days, unless CVE feel they are going to exceed the limits outlined in Categories B and C. The Annual Fair, excluding grandstand events, with an Agreement waiver will adhere to the following levels:

One Hour Average – 72dba.

Maximum Five Minute Average – 75dba.

b) Category B. For CVE events including the Annual Fair grandstand events. This sound waiver category requires Village Manager or Designee Approval. These waivers, with limits, will adhere to all other aspects of the Village Land Development Code. Village Manager or Designee shall not unreasonably withhold approval of this category of sounds waivers:

One Hour Average – 78dba.

Maximum Five Minute Average – 83dba.

c) Category C. CVE requested events, to a maximum of the twenty waiver limit, that have regional and/or community worth. This sound waiver category requires Village ~~Trustee~~ Manager and/or designee approval at which time specific dba limits will be established. Time will be provided for Public Comment on this Category of sound waivers.

SOUND MONITORING FOR WAIVED EVENTS.

1) PURPOSE:

a) To establish a verifiable objective record of the noise levels at CVE waived events.

b) CVE will pay the fee for third party sound monitoring activities at waived events. The cost of other professional sound consulting services will be shared equally by CVE and the Village.

c) A third party sound monitoring professional will have the capacity to record abnormalities in the sound recording that are the result of sounds outside of CVE's control that skew the sound testing results. Skewed sound noise level recordings can be caused by; rain, thunder, wind, or nonevent source noise. Such abnormalities will be noted by the sound engineer in any report, and enable the Village Manger to make an informed decision regarding fine generating dba levels that were not a direct result of CVE noise activity.

RECORDS:

i)h) A printout of the noise readings shall be provided to the Village upon request of same and kept on file in the Development Office for three years, along with any notes that record efforts to obtain compliance. These records will be available for public inspection.

NOISE INDEMNIFICATION AGREEMENT

3) FINES:

- a) Fines shall be imposed in accordance with the Noise Indemnification Agreement between The Champlain Valley Exposition, Inc., and the Village of Essex Junction for Champlain Valley Exposition events, executed this ____ day of _____ ~~2015~~ ~~2014~~ ~~15th day of May 2009~~.
- b) As with any zoning violation, the Village of Essex Junction's goal is to obtain compliance. If the CVE is notified of an intermittent noise level violation and brings the sound into compliance within ten minutes for each act, they shall not be fined for an intermittent noise violation. If the noise violation is not corrected within the ten minute compliance period then the appropriate fine schedule for intermittent noise level violations, as outlined on page 2 of 6 of this document under paragraph number four (4), will be imposed for the period that triggered the ten (10) minute compliance notification. Any sounds above permitted levels after the ten minute compliance period has elapsed shall receive an intermittent noise level fine. The hourly average shall be based on a continuous reading and not subject to a warning period to reduce the noise level. For purposes of establishing the fine, it shall be based on a stationary machine that is recording the hourly average.

4) COMMUNICATION:

- a) Municipal officials shall have contact with the Essex Police Department and the Champlain Valley Exposition officials at all times during an Event.

5) CALIBRATION:

- a) The noise monitors shall be calibrated on an annual basis by the manufacturer or the State of Vermont and a copy of the current certificate of calibration shall be kept on file in the Village Office and at the ~~NEAQT Vermont Air Quality Testing Services Office~~. Also, the machines shall be calibrated with the calibrator before recording sound at a concert or other event.

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Patty Benoit

From: chiquoine@aol.com
Sent: Wednesday, December 10, 2014 11:54 AM
To: Robin Pierce
Cc: Patty Benoit; George Tyler; Andrew Brown; Lori Houghton; Elaine Sopchak; Daniel Kerin; Patrick C. Scheidel
Subject: Re: Renewal of Noise Agreement
Attachments: Response to Comments fro Robin.docx

Robin,

I've added my response to your comments in blue. I look forward to discussing this with the trustees.

Chris

-----Original Message-----

From: Robin Pierce <robin@essexjunction.org>
To: chiquoine <chiquoine@aol.com>
Cc: Patty Benoit <patty@essexjunction.org>; George Tyler <gtyler@essexjunction.org>
Sent: Wed, Dec 10, 2014 10:03 am
Subject: Renewal of Noise Agreement

Good morning, Chris. Pat asked me to respond to your email regarding the subject topic. I have attached a response that includes your original text.

Thank you,

Robin Pierce.

To all Village Trustees,

You asked me to send you my comments and questions relating to the renewal of the Noise Indemnification Agreement prior to discussing them in an upcoming Trustees meeting so here you go.

First and foremost I'd like to understand what is the logical justification you are using to grant an ongoing exception to the Land Development Code. Section 718 states:

"Purpose/Applicability. These performance standards are established to protect the public health, safety and general welfare. No land or building shall be used or occupied in any manner which creates dangerous, injurious, noxious or otherwise objectionable conditions."

By granting a noise waiver of any kind you are therefore implying that either the standards don't really protect the public health, safety and general welfare or that you don't really care about the health, safety and public welfare of some residents when it becomes economically inconvenient. You are practicing a unique form of Eminent Domain which robs me of expropriates the use of my land but does not compensate me in any way. I could understand a noise waiver being granted for a one time event but to grant it on an ongoing basis year after year is unconscionable.

As for the details of the agreement itself I had to laugh when Robin said it should be renewed pretty much as is because it is working. How did he know it was working? Well because there were no violations (which isn't actually true). **Please give us an example of when the Agreement did not work in 2014.** If this is the measure of success you might as well just say they can make as much noise as they want and success will be guaranteed.

I would contend that the agreement is not working as it has not reduced the noise over time, is not being followed, and has allowed conditions that are a danger to the public. I will explain each of these points. **The Agreement, in part, acknowledges historical activity at CVE some of which have occurred for a long time and therefore predate the current LDC. This enabled us to set a baseline noise level for the Fair. In the LDC activities, structures in existence prior to adoption of the LDC are considered Grandfathered.**

When the LDC was put in place the fair did not run for 10 days nor were there frequent concerts outside of fair week. If you would like to write the agreement up to allow for historical levels that would be one thing but the reality is that before the noise agreement was put in place everyone insisted that the fair did conform to the standards. But the agreement is not simply acknowledging historical activity but instead encourages expansion by allowing for up to 12 days for the fair and 20 events a year. If the fair used to have large signs that would now violate the current sign standards would you let them put those signs up now just because they did it in the past?

Basically you are saying that because they used to make a lot of noise they should be allowed to do so even though it puts the public's health, safety and general welfare at risk.

The agreement clearly has done nothing to reduce the average noise from the events. That is a fact that can easily be seen by examining the noise reports. The average decibel level has remained pretty consistent from year to year for the five years the agreement has been in place. **The idea of the Agreement is to set parameters and monitor sound levels to ensure compliance with the parameters, not reduce decibels levels.**

The idea of the Agreement is to allow CVE to get around the LDC

The agreement has not been followed in several ways. First the agreement includes the following:

"The events selected to be monitored will be mutually agreed upon by the Exposition and Village Staffs'."

I'm pretty sure that in five years this has never happened. I ask every year prior to the fair for a list of the events that have been granted waivers. If a list is ever created it is long after the fair is over. Can someone show me this years list? **We received the list of events in December 2013 for the 2014 season. Given the nature of the events at CVE on occasion the name of an act is unknown or cannot be divulged due to contractual arrangements. In sure cases a date is given a place marker and firmed up when more facts become available.**

Interesting, so why have I never seen the list though I've asked for it every year? Can I see the 2015 list? Can we post the list on the web site? I've only been asking for five years....

The agreement also states that

"Any music hard rock concert or other outdoor event that may exceed the Noise Performance Standards shall be monitored" **Any event that is thought to exceed the Noise Standards is monitored. Events that have been monitored previously and found (on a consistent basis) not to exceed the Standards may drop form the monitored list. The color run was not granted a waiver or monitored and given the nature of the sound system they were going to set up it should have been clear that they would violate the standards. Was there any communication at all between CVE and any village official after the event?**

And yet this year the Color Run, which greatly exceeded the standards, did not have a waiver and was not monitored. Of course nothing was done in response to this.

As to the public safety issue the tractor pull hit a level of 102db this year. Ten minutes exposure to noise at a level of 100db can do permanent damage to the ear. **OSHA has stated that exposure to a noise level of 100 db for more than 2 hours continuously can cause hearing loss.** I'll add that I purposely left town this year so I would not be around during the tractor pull. I came home at 5:30pm thinking the noise would be done as the event was supposed to end at 4:00pm and yet it continued until 9:00pm. All of you would be ripped if you went home tomorrow and your neighbor was making so much noise while you were eating that you could not hold a conversation.

The National Institution for Occupational Safety and Health has lower limits than OSHA. Note that they say no one should be exposed to 112dBA for any amount of time and yet the current noise agreement would allow a continuous 112dBA level for almost 4 minutes without a violation

NIOSH Daily Permissible Noise Level Exposure	
Hours per day	Sound level
8	85dBA
6	86dBA
4	88dBA
3	89dBA
2	90dBA
1.5	92dBA
1	94dBA
.5	97dBA
.25 or less	100dBA
0	112dBA

I don't think the agreement should be renewed. However if it is renewed I'd like to see the following changes.

- The 5 minute average maximum noise level should be changed to an instantaneous or at least a 15 second average. The current setup is not necessary and allows for far too intrusive and dangerous noise levels.
 - There should be a fine for unmonitored events that exceed the standards.
 - Events should be approved at least 4 weeks in advance with start and end times. They should be posted on the village website. If they go beyond the end time they should be treated as a violation of the agreement.
 - The limits in the agreement should be reduced every year in order to encourage CVE to find ways to mitigate the noise and over time return to its neighbors the protections enjoyed by the rest of the village.
- I look forward to discussing these points. Please let me know when I can be added to the agenda.

Chris

The Noise Agreement with CVE recognizes the unique position it holds in the Village. CVE is a recognized nonprofit that undertakes agricultural, business and music activities within the Village, and has had a Fair since 1914. There are three noise Categories with A and B having set noise levels and C have levels set by the Trustees for events of regional significance.

Category A has an one hour average noise level of 72 db, with a maximum five minute average of 75 db. Category B has a one hour average noise level of 78 db with a maximum five minute average of 83 db. To give these numbers context the daily OSHA permissible noise level exposure for 90 db is eight hours. Normal conversation is between 60-70 db, and city traffic inside a car will register around 85 db. A violin can register 82-90 db.

And how would you like to spend 20 evenings during the summer listening to city traffic while you ate dinner? The five minute average would allow them to shoot off a canon every 5 minutes producing 100db each time and it would not cause a violation.

It should be noted that the sound monitoring is undertaken on the CVE site, close to, but not always at the property line. Therefore it is reasonable to conclude that the noise level will dissipate the further it travels from the source and will often be lower than the monitored level. The LDC requires noise levels to be monitored at the property where the noise is said to be causing a nuisance, not on the property that the noise is emanating from. Therefore the recordings taken at the CVE give higher readings than they would if taken at offsite locations as required by the LDC.

The monitoring is done on ground level where all kinds of things can deflect the noise. However many of the concerts have speakers mounted way above ground level where there is a straight line of site with my house. I have sat through concerts that actually echoed off the Fleming school.

World Health Organization. Occupational Noise, 2004

Physically, there is no difference between sound and noise. Sound is a sensory perception and noise corresponds to undesired sound. By extension, noise is any unwarranted disturbance within a useful frequency band (NIOSH, 1991). Noise is present in every human activity, and when assessing its impact on human well-being it is usually classified either as occupational noise (i.e. noise in the workplace), or as environmental noise, which includes noise in all other settings, whether at the community, residential, or domestic level (e.g. traffic, playgrounds, sports, music).

Basic Considerations outlined by the World Health Organization included the following.

The levels of environmental noise which interfere with human activity depend on its contextual frame of reference; i.e. they depend upon “defined areas under various conditions”. The affect of activity interference is often described in terms of annoyance. However, various non-level related factors, such as attitude towards the noise source and local conditions, may influence an individual’s reaction to activity interferences.

To define an environment that eliminates any potential annoyance by noise occasionally to some part of the population appears not possible at the present state of knowledge.

Hearing.

Review of temporary threshold shift data leads to the conclusion that the impulse noise limit requisite to prevent more than 5dba permanent hearing loss at 4000 Hz after 10 years of daily exposure is a peak sound pressure level of 145 dba. This level applies in the case of isolated events, irrespective of the type, duration, or incidence at the ear.

Use of identified Noise Levels

Since different types of activities appear to be associated with different sound levels identification of a maximum level may be difficult except in those circumstances where speech communications is a critical activity.

Regulations must consider technical feasibility and economic reasonableness, the scale of time over which results can be expected, and the specific problems of enforcement.




The economic engine of Vermont.

Community Development Department

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MEMORANDUM

TO: Pat Scheidel, Village Manager, Trustees
FROM: Robin Pierce, Community Development Director 
DATE: January 13, 2015
SUBJECT: Open Space and attendant Nature Trails at Whitcomb Heights II.

Issue

The issue is whether or not the Trustees wish to act on a Planning Commission recommendation from 1999 to take ownership of the 57.43 acres of Open Space (as stated in the PC Findings), which includes three nature trails, that was part of the approval for the 1999 PC decision. If the Trustees do not exercise their option to take control of the Open Space then the ownership reverts to the Condominium Association as a pre-approved act of the Association.

Discussion

In recent years (unlike during the 1990's) the Village has taken a position that developers or Condominium/Homeowners Associations shall be responsible for the ownership, maintenance and repair of Open Space and trails on their property. This is reflected in the recent Village Walk PC Decision where reference to the Village owning and maintaining open space and trails was required to be removed from the Plans prior to Planning Commission approval.

If the Village takes over ownership of the Open Space then the total acreage would drop below that which is necessary (by the LDC) to have the number of units approved for this property. As this development is a Planned Residential Development there is only one lot, the property is not subdivided into individual lots for each home. Therefore, removal of a portion of the property (the Open Space) to bring it into Village ownership impacts all homes in the development by making the property nonconforming. This would have a negative impact on those wishing to sell, purchase, or refinance a home on the property as the homes would not be in compliance with Village zoning, i.e., the lot would not have the acreage necessary for the density approved.

Cost

Owning the Open Space would be a significant cost burden, and liability, to the Village. The unintended consequences of not being able to refinance a property would certainly create legal ramifications for individual homeowners that would include the Village into the future.

Recommendation

It is recommended by Staff that the Trustees do not exercise the option to take ownership of the Open Space on the property and therefore keep the property in compliance with the Village LDC.

conditions and getting a clear understanding of where the community is in terms of planning, regulations, and past public process (Phase 1), engagement of the public to get clear direction on design and ideas for improvement (Phase 2), and translating the streetscape design of the village center into 3-D drawings (Phase 3). A public space, like an empty store front window, could be set up with displays of the project so people will see what is going on and get involved. The work done by Heart & Soul and bike/walk committees in the village and town will be taken into consideration. The design will be for the streets and streetscape rather than for physical buildings and for the long term.

The Trustees will consider increasing the budget for Ms. Campoli's services to include being part of the presentation of the results of the charrette.

MOTION by Elaine Sopchak, SECOND by Lori Houghton, to approve hiring Julie Campoli to proceed with the revised scope of work for the village center charrette presented 10/28/14. VOTING: unanimous (5-0); motion carried.

3. Dana Hanley, Essex Community Development Director, re: Essex Town Plan

Dana Hanley explained the plan to winnow down the Essex Town Plan when doing the update in 2016 to produce a more user friendly and action plan oriented document. The new format and layout will include photos and short columns of text. There will be no significant changes in the vision or zoning. A flood resiliency component and Heart & Soul work will be integrated so both the village and town plans will reflect the goals of Heart & Soul. Three public events to garner public input on the Town's plan have been held to date. Ms. Hanley distributed the 2016 schedule for the plan update (one year process). All are invited to join the process.

Elaine Sopchak asked if the ECOS plan will be incorporated and if the town plan will dovetail with Heart & Soul. Dana Hanley confirmed this. Ms. Sopchak also asked if the village will be shown in the center of the map of the town. Ms. Hanley assured this can be done.

5. OLD BUSINESS

1. Memo re: Encore Solar Contract Modification

George Tyler explained the upgraded waste water facility combined with the solar panel project on the site was more efficient than anticipated and the contract must be modified.

MOTION by George Tyler, SECOND by Andrew Brown, to authorize the Municipal Manager to sign a contract modification with Encore Solar to add net metering accounts and to reconcile the contract twice annually. VOTING: unanimous (5-0); motion carried.

2. Memo re: Whitcomb Heights II Nature Trail

Robin Pierce reported "No Trespassing" signs were posted around the Whitcomb Heights open space to prohibit hunting, but the signs should be modified to read "No Hunting" because the space must be available for use by the residents. Staff is recommending the village not assume ownership of the trails because there is no benefit gain over what is there at present. The homeowners association should maintain the nature trails with native soil. Dan Kerin noted he is aware of at least one individual who has permission to hunt on the Whitcomb Farm property so

the nature trail boundary needs to be clearly marked. Robin Pierce said the property is posted per Vermont law. More signs may be needed.

Tom Weaver, South Street Associates, said the nature trail was a condition of the approval for the 142 units on 107 acres in the Whitcomb Heights development. The land may need to stay with the homeowners association because it is needed for the density and value of the development and should not be given to the village. An easement could be given to the village however. There are federal laws that regulate what must be shown for condominiums or a mortgage will not be issued. Giving the land away means all the criteria may not be met and that could impact people getting mortgages. Regarding posting the area, the signs were put up to prevent hunting there. The signs are legally posted every 400'. The trail has been cleared and posted with eight signs saying "Nature Trail" (some have been stolen) and ribbons on the trees along the trail.

PUBLIC COMMENTS

Steve Eustis, 18 Wilkinson, recalled he led the petition in 1999 through the Planning Commission process to have a natural, forest area in the village with a trail between South Street and Cascade Street. A title search will show that the Village Trustees have the ability to accept the land. There is no prohibition that precludes posting the land and it is a good idea to mark the border of the property. Mr. Eustis said having the village own the land is a huge opportunity and will clarify and prevent future issues. Also, Heart & Soul Thoughtful Growth goals speak to a balance of housing, businesses, and preservation of a variety of opens spaces including forest and trails. The existing trail needs some work to be what was intended by the Planning Commission (i.e. walking trail) and the Trustees are urged to accept ownership of the land at the appropriate time.

Jon Harris, 102 South Street, recalled in 1999 the first phase discussion was about the "old Whitcomb trail" from West Street to South Street, basically the farm road. With the development a decision was made for the trail, but people abutting the trail started absorbing the trail into their property. There are signs on the trailheads and there has been discussion of signs for the trail on West Street. The trail is not a defined trail at this point. The development was originally to be 144 single family homes that were changed to condominiums and the open space was to become part of the village open space. A petition about the open space was signed by 350 people. Mr. Harris urged the Trustees to consider the petition when the time is appropriate.

Fred Parks, 98 South Street, stated the open space was about keeping the space open and the land not developed. If the village were to take over ownership there would be no development application forthcoming. Without the village taking ownership there is nothing to stop the condominium association from developing the land. Robin Pierce pointed out per the Land Development Code once land is designated open space the land cannot be developed. Mr. Parks asked if the village could assume ownership and give the land to Vermont Land Trust.

Cilla Kimberly, 32 Woods End, spoke in favor of the village owning the open space as envisioned by the Planning Commission. With village ownership decisions are made by the village not just the homeowners association. Also, the open space is in the comprehensive plan

as a natural area in the village. The cost of adding 57 acres of woodlands without requiring trees to be pruned and such would not add to the cost of insurance.

Julie Cimonetti, 6 Poplar Street, said the signs were posted due to bow hunters in the area. Ms. Cimonetti said she was part of the process in 1995 to have the village acquire the land and still supports that action today.

Diane Clemens, Williams Street, said the trail could be better marked so people can more easily find it. Ms. Clemens spoke in support of the land remaining open regardless of the owner (homeowners association or the village) so all residents have access.

John Trombley, 14 Wenonah Ave., spoke in support of the village owning the property. Mr. Trombley recalled the original plan for the development had no open space, but the plan was redesigned with open space, and now 15 years later the debate is who should own the open space.

George Tyler observed it appears all want the same end result which is open space accessible to all. Robin Pierce said an easement given to the village over the property without cost will allow access and provide control over what happens in the open space. Tom Weaver said an easement was drafted for the parcel and the trails because it was thought the village would move forward on both, but these are still part of the homeowners association. Steve Eustis said in Whitcomb I there is an easement, but the landowners still own the property. It would be clearer if the village owned the land.

Dan Kerin stated the village entered into an agreement with the Whitcomb family regarding open land for public use. Signs would not be posted nor would parking be provided. There is concern about any exposure issues in the future if the village owns the property.

Staff will compile a list of questions and considerations for the Trustees to discuss at a future meeting.

Lauren Morrisseau gave a brief report on the West Street Extension Intersection (cost estimate is done) which will be discussed by the Capital Project Committee on 11/4/14.

3. Noise Indemnification Agreement with Champlain Valley Exposition

Robin Pierce reported the noise agreement system is working well. Minor edits were made to the agreement to better focus on the issue. There are 20 monitored events in the agreement. An event day includes any time in a 24 hour period. A noise waiver requires noting the time of the event. There was brief discussion of the changes to the agreement being posted on the village webpage and Front Porch Forum which inadvertently did not happen. George Tyler suggested tabling action on the agreement until posting the agreement with the changes noted. Chris Chiquoine will submit his questions to staff to be addressed as appropriate.

MOTION by George Tyler, SECOND by Dan Kerin, to table action on the Noise Indemnification Agreement with CVE to a future meeting. VOTING: unanimous (5-0); motion carried.

VILLAGE OF ESSEX JUNCTION

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

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 ½" 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;

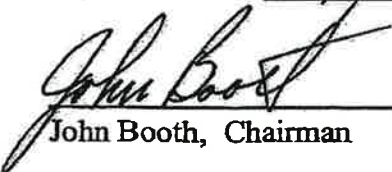
The Planning Commission recommends that the Village Trustees accept ownership of the areas labeled "Open Space" on the Final Plan for the purpose of public access and recreation; ownership of the area labeled "Open Space" maybe transferred to the Village at any time during construction of the development, if the open space areas are not transferred to the Village prior to the issuance of the final zoning permit, South Street Associates, it's 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 Murray


Alan Wilcox



MEMORANDUM

To: Village of Essex Junction, Board of Trustees
From: Patrick C. Scheidel, Municipal Manager
Date: January 13, 2015
Re: Approval of Memorandum of Agreement with Village Trustees Concerning Storm Water Permitting and Management Services

Issue

The issue is whether or not the Trustees will approve the Memorandum of Agreement between the Town of Essex and the Village of Essex Junction concerning Storm Water Permitting and Management Services.

Discussion

Considerable discussion has been held in the preparation of the FYE 2016 budget concerning the consolidation of storm water permitting and services between the Town and the Village. The resulting consolidation and coordination will result in improved management practices for both the Town and the Village in executing their respective responsibilities for storm water permitting and management.

Cost

This is being proposed to improve efficiency and coordination. There are no additional costs beyond the costs associated with additional requirements facing each municipality for its respective storm water compliance requirements.

Recommendation

It is recommended that the Trustees approve the Memorandum of Agreement between the Town of Essex and the Village of Essex Junction concerning Storm Water Permitting and Management Services and authorize the execution of the MOA.

MEMORANDUM OF AGREEMENT BETWEEN TOWN OF ESSEX AND VILLAGE OF
ESSEX JUNCTION RE: STORM WATER PERMITTING AND MANAGEMENT SERVICES

This Memorandum of Agreement (Agreement) is entered into this __ day of January 2015, by and between the Town of Essex (“Town”) and Village of Essex Junction (“Village”).

WITNESSETH:

WHEREAS, both the Village and the Town are authorized to discharge storm water within their respective municipal borders pursuant to an Authorization to Discharge Under Municipal Separate Storm Sewer System (MS4) General Permit 3-9014; and

WHEREAS, as MS4 permit holders, both the Village and the Town are subject to similar permit compliance obligations, including the payment of annual operating fees to the State of Vermont (State), the development of plans for addressing expired state storm water permits discharging into their respective MS4 systems, the filing of semi-annual and annual reports, and the development of a Flow Restoration Plan (FRP); and

WHEREAS, presently there are two designated impaired waterways located within the Town and the Village—Indian Brook and Sunderland Brook—which flow through both communities in shared watersheds; and

WHEREAS, the MS4 General Permit 3-9014 requires communities in shared watersheds to work collectively to develop watershed-based FRPs; and

WHEREAS, the Village and Town previously formed a Joint Storm Water Coordinating Committee (SWCC), which developed a common ordinance for handling expired permits in the impaired waterways for both municipalities and is presently developing a joint FRP; and

WHEREAS, proposed total maximum daily load (TMDL) requirements for phosphorous flowing into Lake Champlain will require the continued coordination of storm water planning and improvements by the Village and Town; and

WHEREAS, section 4901 of Title 24, Vermont Statutes Annotated, allows a municipality to contract with another municipality to perform any governmental service, activity or undertaking which each municipality is authorized by law to perform, provided the legislative body of each municipality approves the contract and the expenses for such governmental service is included in a municipal budget approved under 17 V.S.A. § 2664 or comparable charter provision; and

WHEREAS, the Village and the Town desire to continue their coordinated efforts with respect to storm water permit compliance and program management by creating one cost center within the Town's annual budget;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. On or before January 15th of each year, the Village Board of Trustees shall provide the Town Selectboard with a budget amount for storm water permit compliance and program management within the Village for inclusion in the Town's annual budget. The costs to be included in the Village's budget amount shall be: (1) all salaries and benefits of Village employees involved in storm water permitting and management; (2) State storm water permit fees; (3) payments to the State for required stream flow monitoring; (4) GIS support for storm

water system mapping; (5) field data collection costs required under storm water permits; (6) consultant studies determined necessary by the SWCC; (7) employee storm water training and travel to effect permit compliance; and (8) minor storm water system design costs required for implementation of permit-required storm water system improvements.

Unless otherwise agreed by the Town and Village, the amounts submitted by the Village Board of Trustees for inclusion in the Town budget shall not include funds for the repair, maintenance or reconstruction of existing storm water system infrastructure in the Village, including catch basins, pipelines, outfalls, culverts and related structures, which shall continue to be a Village expense separate and apart from storm water permit compliance and program management costs.

2. The Town Selectboard shall include the storm water permit compliance and program management costs provided by the Village Board of Trustees pursuant to section 1, above in the Town's annual budget for approval by the legal voters of the Town at its annual meeting in March pursuant to 24 V.S.A. Appx. Ch. 117, § 303. In the event the voters do not approve a budget that includes the Village's storm water permit compliance and program management costs, then this Agreement shall be null and void and the Village shall remain responsible for raising such funds through the Village budgeting process.

3. The Town shall be responsible for paying all Town and Village storm water permit compliance and program management costs during each fiscal year that the voters approve the inclusion of the Village's costs in the Town budget, including costs associated with the proportionate salaries and benefits of the Village Water Quality Superintendent (33%) and the Village Environmental Technician (20%). The stated percentages are subject to change upon the mutual agreement of the Parties.

4. The SWCC shall continue in place to assist with the coordination of storm water activities within each municipality. The SWCC shall make recommendations to the Village Board of Trustees and the Town Selectboard for the inclusion of additional costs in the combined storm water budget for future budget years, including major storm water system design and construction costs as required by a State-approved FRP. The SWCC also shall make recommendations to the Village Board of Trustees and the Town Selectboard concerning development of a separate charge or fee for storm water permit compliance and program management separate and distinct from the Town General Fund if determined to be in each party's "best interests."

5. This Agreement may be modified only by a written amendment signed by the Parties. If any provision of this Agreement shall be found to be invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of this Agreement, which shall be construed, reformed and enforced to effect the purposes of this Agreement to the fullest extent permitted by law. This Agreement shall be governed by and construed under the law of the State of Vermont, without application of principles of conflicts of laws, and constitutes the entire agreement of the Parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts, and the like between the Parties in such respect.

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IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

For the Town of Essex Selectboard

For the Village of Essex Junction Board of Trustees

Max G. Levy, Chair

George A. Tyler, President

Brad M. Luck, Vice Chair

Daniel S. Kerin, Vice President

Andrew J. Watts, Clerk

Andrew Brown

R. Michael Plageman

Elaine Sopchak

Irene A. Wrenner

Lori A. Houghton



MEMORANDUM

To: Village of Essex Junction, Board of Trustees
From: Patrick C. Scheidel, Municipal Manager
Date: January 13, 2015
Re: Memorandum of Agreement concerning the Consolidation of Public Works Services.

Issue

The issue is whether or not the Trustees will approve the Memorandum of Agreement establishing a three year plan for consolidation of Public Works Services.

Discussion

The Town Selectboard and Village Trustees with the Town and Village staff have been reviewing a plan for a multi-year consolidation of public works service delivery. This plan is intended to be included in the FYE 2016 Town and Village budgets. The implementation of the plan will be agreed to by way of a three year Memorandum of Agreement to be executed between the Town Selectmen and the Village Trustees. The Town Attorney has drafted such a document which is attached to this memorandum.

Cost

The costs of the first year implementation of the consolidation plan have been presented and discussed at several meetings, including joint meetings of the Selectboard and Trustees. The final cost of the plan for FYE 2016 will be determined as part of the annual budget approval process.

Recommendation

It is recommended that the Trustees approve the attached Memorandum of Agreement Between the Town of Essex and Village of Essex Junction RE: Consolidation of Public Works Services.

MEMORANDUM OF AGREEMENT BETWEEN TOWN OF ESSEX AND VILLAGE OF ESSEX JUNCTION RE: CONSOLIDATION OF PUBLIC WORKS SERVICES

This Memorandum of Agreement (Agreement) is entered into this ____ day of January 2015, by and between the Town of Essex (“Town”) and the Village of Essex Junction (“Village”).

WITNESSETH:

WHEREAS, the Town and Village continue to work cooperatively on a shared services model to improve the delivery of services for the mutual benefit of the residents of the Town and Village; and

WHEREAS, pursuant to this model, a shared “Municipal Manager” is in place, tax billing and collections for the Town and Village have been unified, and a storm water permitting and management services agreement has been approved; and

WHEREAS, the Village and Town now propose the incremental development of a combined public works department for the management of highway and engineering functions as well as any other public works-related functions as may be mutually agreed upon by the Town and the Village; and

WHEREAS, the incremental development of a combined public works department is necessary due to the relative cost impacts of consolidation to each municipality, presently-undefined cost savings that may be achieved from consolidation, and the lack of staffing within the existing Town public works department to provide the full range of services within the first year(s) of this Agreement; and

WHEREAS, section 4901 of Title 24, Vermont Statutes Annotated, allows a municipality to contract with another municipality to perform any governmental service, activity or undertaking which each municipality is authorized by law to perform, provided the legislative body of each municipality approves the contract and the expenses for such governmental service is included in a municipal budget approved under 17 V.S.A. § 2664 or comparable charter provision; and

WHEREAS, the Village and the Town desire to continue their coordinated efforts with respect to shared services by creating one cost center within the Town's annual budget for a portion of the Village's public works functions, and to continue studying the consolidation of those functions;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Term:** This Agreement shall be effective upon execution, and shall continue in effect for the three (3) fiscal years ending ("FYE") June 30, 2016, 2017 and 2018 ("Term").
2. **Village Highway Budget:** On or before January 15, 2015, and by January 15th of each year thereafter during the Term of this Agreement, the Village Board of Trustees shall prepare and provide the Town Selectboard with a "Village Highway Budget" for its consideration and consolidation within the Town's Highway Budget, which is a component part of the Town's General Fund Budget. Except as set forth in section 3 below, the Village Highway Budget shall consist of items previously identified within the Village's "Street Department Budget" including, without limitation, all salaries and benefits of Village employees within its highway department. During the Term of this Agreement, the Village shall not

increase the annual Village Highway Budget as defined herein by more than six percent (6%) over the previous year's budget amount without agreement of the Town Selectboard.

3. **Exclusions from Village Highway Budget:** Unless otherwise agreed by the Town and Village, the Village Highway Budget submitted by the Village Board of Trustees for inclusion in the Town budget shall not include funds for paving or equipment replacement, which shall continue to be a Village expense separate and apart from the Village Highway Budget. The Village Highway Budget also shall not include any storm water permitting or management costs, which are covered under a separate Memorandum of Agreement between the Parties hereto. Additionally, any indebtedness for highways and related infrastructure incurred by either municipality prior to the effective date of this Agreement shall not be included as part of any combined highway budget, but rather shall remain the separate obligations of the respective municipality.

4. **Town Highway Budget:** The Town Selectboard shall incorporate the Village Highway Budget as prepared and provided by the Village Board of Trustees pursuant to section 2, above into the Town General Fund Budget for approval by the legal voters of the Town at its annual meeting in March pursuant to 24 V.S.A. Appx. Ch. 117, § 303. In the event the Town voters do not approve a budget that includes the Village Highway Budget, or approves a lesser amount than what was prepared and presented by the Village Board of Trustees, then the Town will so inform the Village and the Village shall be and remain responsible for raising such funds through the Village budgeting process.

5. **Payment and True Up:** The Town shall pay all Village Highway Budget costs as incorporated into the voter-approved Town budget as incurred. In the event actual Village Highway Budget costs differ from budgeted amounts, the Village Board of Trustees and Town

Selectboard shall adjust future budgets to account for any under or over collections between the two municipalities.

6. **Integration Study:** On or before November 1, 2015, the Town Public Works Director and/or his designees, in coordination with the Village Public Works Superintendent and/or his designees, shall prepare a plan for presentation to the Municipal Manager for fully consolidating and integrating public works functions within the Town and Village. The plan shall identify potential cost savings and/or efficiencies, non-monetary benefits, and added service capabilities to be gained under a combined public works department, and shall include, at a minimum:

a. An integrated communications plan, including all hardware, internet and software computer costs, allowing unfettered and seamless communication between the two communities as part of a consolidated department;

b. Recommended changes or improvements necessary to provide better customer service, improved dissemination of work to be performed in the community, and centralized management of complaints;

c. A written Winter Operations plan applicable to both municipalities; and

d. A written procedure for procuring outside engineering and contract services that are beyond the capability of in-house resources, which shall include a list of qualified firms and their fee schedules.

7. **Employee Relations:** Any shared public works services between the Town and the Village during the Term of this Agreement shall be managed by the Municipal Manager. The Town public works department will advise the Municipal Manager and make recommendations with respect to public works related operations in the Village, but shall have

no direct management or supervisory functions within the Village. Village highway and Town highway employees shall remain employees of their respective municipalities subject to their existing personnel policies and collective bargaining agreements. The Village Public Works Superintendent shall continue to supervise and set the work schedule for Village employees, and the Town Public Works Superintendent shall continue to supervise and set the work schedule for Town employees. When employees of either the Town or the Village perform work in the other municipality, the employees shall remain members of their respective collective bargaining units but will be supervised by the individual in charge of the work being performed. Town and Village management shall meet with employee representatives concerning the structure of public works service delivery prior to the expiration of the existing collective bargaining agreements.

8. **Review Committee:** A committee consisting of two (2) Town Selectboard members, two (2) Village Board of Trustees members, and one (1) qualified outside technical agent as mutually agreed to by the Town and Village shall be created to review the shared public works operations. On or before October 1, 2017, the review committee shall make recommendations to the Village Board of Trustees and the Town Selectboard on whether to continue or modify the shared public works services model developed pursuant to this Agreement, revert to the model existing prior to this Agreement, or establish a permanent and combined public works department for the Town and Village to become effective on July 1, 2018. The Town Selectboard and the Village Board of Trustees shall act on the recommendations of the review committee on or before December 1, 2017.

9. **Miscellaneous:** This Agreement may be modified only by a written amendment signed by the Parties. If any provision of this Agreement shall be found to be invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any

other provisions of this Agreement, which shall be construed, reformed and enforced to effect the purposes of this Agreement to the fullest extent permitted by law. This Agreement shall be governed by and construed under the law of the State of Vermont, without application of principles of conflicts of laws, and constitutes the entire agreement of the Parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts, and the like between the Parties in such respect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

For the Town of Essex Selectboard

For the Village of Essex Junction Board of Trustees

Max G. Levy, Chair

George A. Tyler, President

Brad M. Luck, Vice Chair

Daniel S. Kerin, Vice President

Andrew J. Watts, Clerk

Andrew Brown

R. Michael Plageman

Elaine Sopchak

Irene A. Wrenner

Lori A. Houghton



MEMORANDUM

To: Village of Essex Junction Trustees; Pat Scheidel, Village Manager
From: Lauren Morrisseau, Finance Director/Assistant Manager *LM*
Date: January 13, 2015
Re: Budget Adjustments since Budget Day

Issue:

The issue is to present and explain changes made to the Village FYE 16 budget since it was originally presented to the Trustees on December 10.

Discussion:

The FYE Budget General Fund as presented on December 10 was \$3,813,492. The budget as adjusted since December 10 is \$3,799,390. The difference is a decrease of \$14,102. This change is made up of the following: \$2,472 increase in Workers Comp, \$467 decrease in Property and Liability Insurance, \$11,407 decrease in personnel costs in Economic Development, and \$4,700 decrease in Library expense (the new telephone system was taken out).

The FYE Water Fund budget has decreased by \$173 from \$3,374,424 to \$3,374,251. The \$173 decrease is a combination of a decrease in Property and Casualty insurance of \$717, an increase in Workers Comp of \$489 and an increase in Contractual Services (fees paid to the General Fund) of \$55. The FYE WWTF Fund budget has increased by \$27 from \$1,834,033 to 1,834,060. The \$27 increase is a combination of a decrease in Property and Casualty insurance of \$2,896, an increase in Workers Comp of \$2,896 and an increase in Contractual Services of \$27.

The FYE Sanitation Fund budget has decreased by \$1,497 from \$457,644 to \$456,147. The \$1,497 decrease is a combination of a decrease in Property and Casualty insurance of \$1,098, a decrease in Workers Comp of \$454 and an increase in Contractual Services (fees paid to the General Fund) of \$55.

Cost:

These changes are minimal and will decrease the tax rate and utility rates by very little amounts from what was projected on Budget Day.

Recommendation:

It is recommended that this budget be presented at the public hearing on January 27 unless any other changes appear necessary to the Trustees or staff prior to that hearing.

VILLAGE OF ESSEX JUNCTION
GENERAL FUND BUDGET SUMMARY

01/07/15
9:32 AM

	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
GENERAL GOVERNMENT:						
Administration	558,526	598,797	529,832	561,784	588,773	4.8%
Transfers & Misc Expenditures	596,412	620,051	620,051	649,623	690,448	6.3%
Grant & Non-Budgetary Expenditures	109,294	0	147,522	0	0	0.0%
Seniors Support	0	0	0	7,960	8,223	3.3%
Fire Department	280,668	287,208	281,793	298,075	304,184	2.0%
Library	647,053	684,479	674,883	736,207	762,774	3.6%
Lincoln Hall	52,136	38,452	51,291	55,057	44,604	-19.0%
Community Development	207,210	244,740	210,712	250,678	249,937	-0.3%
Economic Development/Community Events	75,282	79,628	76,151	94,838	87,450	-7.8%
Street Department	740,423	791,358	834,166	814,603	839,570	3.1%
Subtotal General Fund	3,267,004	3,344,711	3,426,401	3,468,825	3,575,964	3.1%
Debt Service	0	0	0	68,612	223,426	225.6%
GENERAL FUND TOTAL	3,267,004	3,344,711	3,426,401	3,537,437	3,799,390	7.4%

GENERAL FUND REVENUES

01/07/15

Town Pays Stormwater personnel costs and 100% of balance of Street

9:51 AM

Acct. #	Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
	Unrestricted Fund Balance		35,000		35,000	35,000	0%
401.000	Property Taxes	2,652,852	2,806,463	2,811,738	3,011,526	2,564,285	-15%
402.000	State for Pilot & Current Use	4,079	2,500	2,891	2,500	2,500	0%
	Whitcomb Farm Solar Pilot	0	0	0	0	5,524	100%
404.000	IBM Subsidy	60,578	0	0	0	0	0%
403.000	Penalties/Interest Delinq. Taxes	10,855	7,000	8,049	8,000	0	-100%
410.000	License & Zoning Fees	60,199	35,000	89,513	35,000	50,000	43%
411.010	Service Fee - Water	110,169	111,336	111,336	106,840	108,760	2%
411.020	Service Fee - WWTP	55,085	55,668	55,668	53,420	54,380	2%
411.030	Service Fee - Sanitation	110,169	111,336	111,336	106,840	108,760	2%
420.010	State District Court Fines	3,708	2,000	2,195	2,000	2,000	0%
420.020	State Highway Aid	113,128	100,000	113,461	100,000	0	-100%
	Town Payment for Stormwater	0	0	0	0	59,500	100%
	Town Payment for Street Dept.	0	0	0	0	780,070	100%
420.030	EJSD Tax Collection Fee	47,956	47,000	49,896	48,000	0	1525%
432.020	Lincoln Hall Rentals	1	0	0	1	1	0%
432.015	Parking Space Fees	4,400	4,800	5,200	4,800	4,800	0%
432.030	Miscellaneous Fire Receipts	1,231	10	0	10	10	0%
432.051	Block Party Donations	1,550	1,500	1,504	1,500	1,500	0%
432.070	Miscellaneous Street Receipts	2,850	3,500	5,073	3,000	3,000	0%
432.080	Miscellaneous Library Receipts	708	600	286	500	300	-40%
410.150	Lost Book Revenue	3,855	0	0	0	0	0%
434.010	Essex Town Contribution to Library	15,000	15,000	15,000	15,000	15,000	0%
440.000	Interest Earnings	1,644	1,000	2,017	1,500	2,000	33%
441.000	Miscellaneous Grants	52,391	0	148,028	0	0	0%
445.000	Misc. Receipts	2,343	5,000	4,930	2,000	2,000	0%
445.100	Sale of Asset	500	0	0	0	0	0%
	TOTALS	3,315,251	3,344,713	3,538,121	3,537,437	3,799,390	7.41%

Tax Rate Calculation

	FY15	FY16	% Increase
Budget Increase			
Grand List		Projected Grand List	
IBM Real Estate	1,036,464	IBM Real Estate	1,036,464
Non-IBM Real Estate	9,616,000	Non-IBM Real Estate	9,712,160
Tax Stabilization Reduction	(8,081)	Tax Stabilization Reducti	(6,945)
Total Grand List	10,644,383	Total Projected Grand Lis	10,741,679
Tax Appropriation	3,011,526	Tax Appropriation	2,564,285
Tax Rate	0.2830	0.23872	-15.65%

ADMINISTRATION BUDGET

01/07/15

Acct. #	Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
720.000	Salaries - Regular	311,912	325,729	254,498	255,978	269,205	5.2%
720.004	Manager Contract	0	0	53,841	55,995	57,955	3.5%
720.010	Salaries - Overtime	1,365	1,500	2,141	1,500	2,000	33.3%
720.020	Salaries - Part-time	13,207	7,974	12,910	15,057	15,814	5.0%
720.022	Social Security	25,342	26,568	20,574	21,109	22,282	5.6%
720.024	Unemployment Insurance	962	1,186	789	1,067	850	-20.3%
720.026	Workers Compensation Insurance	1,210	1,431	1,188	1,047	1,139	8.8%
720.028	Health Insurance & Other Benefits	59,436	75,626	49,634	72,355	74,316	2.7%
720.030	Retirement	38,648	32,573	24,666	25,598	26,921	5.2%
720.032	Liability & Property Ins.	5,720	7,696	5,373	6,218	6,353	2.2%
720.034	Public Officials Liability Ins.	5,981	5,601	5,572	5,800	5,857	1.0%
720.035	Health Improvement Programs	1,775	1,600	1,009	1,600	1,600	0.0%
720.050	Boardmember fees	2,500	2,500	2,500	2,500	2,500	0.0%
723.000	Supplies	4,624	6,700	4,436	6,700	6,000	-10.4%
723.001	Postage	3,986	4,200	3,387	4,200	4,200	0.0%
723.055	Computer Expenses	17,552	16,915	15,752	16,937	15,485	-8.6%
724.000	Training, Conferences, Dues	6,602	10,734	3,701	10,384	14,390	38.6%
725.000	Telephone Services	2,621	3,960	2,191	2,600	2,280	-12.3%
725.025	Communications	12,203	13,331	21,952	13,806	13,806	0.0%
728.030	Vehicle Maintenance - Travel	900	2,400	0	0	0	0.0%
728.035	Village Promotion	268	0	0	0	0	0.0%
735.000	Interview Costs	155	0	0	0	0	0.0%
745.020	Leased Services	4,298	4,840	3,942	4,800	4,800	0.0%
745.031	Legal Services	14,027	15,000	11,932	15,000	15,000	0.0%
745.041	Audit Services	5,352	5,433	5,467	5,433	5,800	6.8%
745.039	Other Professional Services	0	1,000	0	1,000	1,000	0.0%
745.050	Printing and Advertising	4,777	5,800	6,246	5,800	5,500	-5.2%
745.055	Pay & Classification Study	0	3,500	5,700	200	5,871	2835.5%
745.057	Elections	1,579	1,500	1,442	1,600	1,600	0.0%
747.000	Holiday Expense	1,135	1,500	776	1,500	1,250	-16.7%
749.000	Trustees Expenditures	5,472	4,000	3,505	4,000	4,000	0.0%
755.023	Capital Outlay	4,917	8,000	4,708	2,000	1,000	-50.0%
TOTALS		558,526	598,797	529,832	561,784	588,773	4.8%

SENIORS SUPPORT

01/07/15
10:06 AM

Acct. #	Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16	% Change 16 vs 15
						Proposed Budget	
745.014	Part time Director Contract	0	0	0	7,500	7,763	4%
725.000	Telephone	0	0	0	460	460	0%
TOTALS		0	0	0	7,960	8,223	3%

TRANSFERS & MISC EXPENDITURES

01/07/15
10:06 AM

Acct. #	Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
750.021	Rolling Stock Fund Contribution	163,624	173,624	173,624	183,624	193,624	5%
750.027	Half Penny for Ladder Truck Note	50,000	50,000	50,000	50,000	50,000	0%
750.022	Capital Fund Contribution	372,788	391,427	391,427	410,999	441,824	8%
750.023	Land Acquisition Fund Contribution	0	0	0	0	0	0%
750.026	Employee Termination Benefits	10,000	5,000	5,000	5,000	5,000	0%
TOTALS		596,412	620,051	620,051	649,623	690,448	6%

GRANTS AND OTHER NON-BUDGETARY EXPENDITURES

01/07/15
10:06 AM

Acct. #	Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
755.020	Library Replacement Expenses	4,017	0	4,451	0	0	0%
759.090	Designated Expenses from prior years	57,533	0	0	0	0	0%
750.011	Tax Abatement	2,140	0	0	0	0	0%
759.010	Grants & Donations Expenses	45,604	0	143,071	0	0	0%
TOTALS		109,294	0	147,522	0	0	0%

LINCOLN HALL BUDGET

01/07/15
10:06 AM

Acct. #	Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16	
						Proposed Budget	% Change 16 vs 15
720.032	Liability & Property Ins.	4,469	5,404	4,319	5,658	6,383	13%
723.000	Supplies	2,475	1,800	2,037	2,500	2,500	0%
723.065	Water and Sewer Charges	2,007	1,500	729	1,500	1,000	-33%
725.000	Telephone Services	496	460	486	0	0	0%
726.000	Electrical Service	7,997	6,000	7,277	7,500	7,500	0%
727.000	Heating	5,507	7,000	6,113	6,000	6,200	3%
728.000	Maintenance - Building/Grounds	7,559	7,000	9,189	7,500	9,000	20%
745.005	Rubbish Removal	1,785	1,785	1,862	1,838	1,900	3%
745.014	Contractual Services	8,087	7,503	8,331	9,021	9,021	0%
755.023	Capital Outlay	11,754	0	10,948	13,540	1,100	-92%
TOTALS		52,136	38,452	51,291	55,057	44,604	-19%

FIRE DEPARTMENT BUDGET

01/07/15
10:06 AM

Acct. #	Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
720.021	Salaries - Firefighters	126,818	134,400	119,015	138,000	144,000	4%
720.022	Social Security	9,662	10,282	9,105	10,590	11,050	4%
720.026	Workers Compensation Insurance	24,034	25,685	23,241	27,334	22,789	-17%
720.029	Accident & Disability Ins.	3,600	3,600	3,600	3,600	3,600	0%
720.032	Liability & Property Ins.	7,326	6,675	5,694	7,301	7,545	3%
723.000	Supplies	1,637	2,400	2,455	2,400	2,400	0%
723.016	EMS Supplies	1,061	1,500	1,061	1,500	1,500	0%
723.020	Gas, Grease and Oil	7,112	6,000	6,051	7,200	7,200	0%
723.065	Water and Sewer Charges	888	900	449	900	600	-33%
724.000	Training, Conferences, Dues	2,900	5,000	2,861	5,000	5,000	0%
725.000	Telephone Services	3,433	3,800	3,386	3,800	3,400	-11%
726.000	Electrical Service	6,283	6,400	7,153	7,000	7,000	0%
727.000	Heating	4,817	6,000	5,280	5,200	5,200	0%
728.000	Maintenance - Building/Grounds	1,806	6,000	7,596	6,000	6,000	0%
728.010	Radio Maintenance	6,295	2,000	3,219	2,000	2,000	0%
728.020	Maintenance - Other	12,795	11,916	13,971	13,000	14,000	8%
728.030	Vehicle Maintenance	21,217	9,000	14,536	9,000	14,000	56%
728.038	Emergency Generator Maintenance	375	650	500	650	500	-23%
729.000	Uniforms, Boots, Etc.	16,079	18,500	23,991	19,200	20,000	4%
729.052	Fire Prevention	1,652	2,000	2,239	2,000	2,000	0%
743.051	Physical Exams	4,197	6,000	6,552	7,000	6,500	-7%
743.058	Employee Assistance Program	864	900	864	900	900	0%
745.013	Hydrant Rental	5,000	0	0	0	0	0%
755.022	New Equipment - Radios	0	3,100	2,349	4,000	2,000	-50%
755.025	Routine Equipment Purchases	10,817	14,500	16,625	14,500	15,000	3%
755.023	Capital Outlay	0	0	0	0	0	0%
TOTALS		280,668	287,208	281,793	298,075	304,184	2.0%

BROWNELL LIBRARY BUDGET

01/07/15
10:06 AM

Acct. #	Account	FYE13	FYE14	FYE14	FYE15	FYE16	% Change 16 vs 15
		Actual	Budget	Actual	Budget	Proposed Budget	
720.000	Salaries - Regular	292,591	305,811	303,100	315,379	320,427	1.6%
720.020	Salaries - Part-time	86,567	89,012	84,789	89,219	97,715	9.5%
720.022	Social Security	28,826	30,365	29,124	31,089	32,122	3.3%
720.024	Unemployment Insurance	2,235	2,384	1,796	2,390	1,800	-24.7%
720.026	Workers Compensation Insurance	1,389	1,588	1,678	1,567	1,584	1.1%
720.028	Health Insurance & Other Benefits	49,093	70,891	66,969	103,020	111,474	8.2%
720.030	Retirement	29,089	30,581	29,971	31,537	32,043	1.6%
720.032	Liability & Property Ins.	9,390	9,972	9,025	10,481	10,317	-1.6%
722.000	Volunteer Expenses	0	0	0	0	500	100.0%
723.000	Supplies	13,274	12,000	10,831	13,000	13,000	0.0%
723.001	Postage	3,452	2,500	1,943	3,500	3,500	0.0%
723.055	Computer Expenses	3,641	3,000	3,220	3,500	3,500	0.0%
723.065	Water and Sewer Charges	870	500	529	1,000	1,000	0.0%
724.000	Training, Conferences, Dues	3,362	5,000	2,497	4,000	3,000	-25.0%
725.000	Telephone Services	1,092	1,200	1,047	1,100	1,200	9.1%
725.030	Technology Access	5,059	6,000	5,032	5,500	5,500	0.0%
726.000	Electrical Service	14,553	14,250	14,674	14,500	15,000	3.4%
727.000	Heating	7,335	7,400	7,285	7,400	7,400	0.0%
728.000	Maintenance - Buildings/Grounds	14,546	12,000	17,271	14,500	17,000	17.2%
728.050	Alarm System Maintenance	292	700	269	500	400	-20.0%
735.000	Interview Costs	249	100	656	2,000	500	-75.0%
745.014	Contractual Services	22,467	23,225	23,551	23,225	24,493	5.5%
745.021	Adult Programs	322	0	3	300	300	0.0%
745.022	Childrens' Programs	3,061	3,000	2,879	3,000	3,000	0.0%
755.020	Adult Collection-Print&Electronic	32,706	31,000	34,700	31,000	32,000	3.2%
755.021	Juvenile Collection-Prnt&Electronic	16,396	15,500	15,479	15,500	16,000	3.2%
755.014	Computer Replacement	5,196	6,500	6,565	8,000	8,000	0.0%
755.023	Capital Outlay	0	0	0	0	0	0.0%
TOTALS		647,053	684,479	674,883	736,207	762,774	3.6%

COMMUNITY DEVELOPMENT

01/07/15
10:06 AM

Acct. #	Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
720.000	Salaries - Regular	124,235	129,436	126,770	129,612	134,504	3.8%
720.010	Salaries - Overtime	217	2,000	0	2,000	0	-100.0%
720.022	Social Security	9,666	10,305	9,872	10,390	10,619	2.2%
720.024	Unemployment Insurance	399	435	329	432	350	-19.0%
720.026	Workers Compensation Insurance	440	506	555	504	513	1.8%
720.028	Health Insurance & Other Benefits	25,170	33,038	28,967	36,177	37,158	2.7%
720.030	Retirement	11,978	12,944	12,577	12,961	13,450	3.8%
720.032	Liability & Property Ins.	2,006	2,147	2,067	2,232	2,242	0.4%
720.034	Public Officials Liability Ins.	5,981	5,600	5,572	5,800	5,857	1.0%
720.050	Board Member Fees	3,525	3,600	3,600	3,600	3,600	0.0%
723.000	Supplies	1,340	2,500	1,696	2,800	2,000	-28.6%
723.001	Postage	438	1,000	409	1,120	600	-46.4%
723.055	Computer Expenses	3,748	4,705	2,209	4,000	4,000	0.0%
724.000	Training, Conferences, Dues	2,395	4,500	2,025	4,500	3,500	-22.2%
725.000	Telephone Services	1,597	1,524	1,632	1,550	1,644	6.1%
725.025	Communications	1,020	2,000	2,935	2,500	2,500	0.0%
728.031	Travel	2,400	3,000	2,400	3,500	2,400	-31.4%
745.031	Legal Services	2,261	14,000	331	14,000	12,000	-14.3%
745.039	Other Professional Services	4,449	4,000	1,749	4,000	6,000	50.0%
745.050	Printing and Advertising	2,045	5,000	2,527	5,000	3,000	-40.0%
745.051	Recording Fees	1,900	2,500	2,490	2,500	2,500	0.0%
755.023	Capital Outlay	0	0	0	1,500	1,500	0.0%
TOTAL		207,210	244,740	210,712	250,678	249,937	-0.3%

STREET DEPARTMENT BUDGET

01/07/15
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Acct. #	Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
720.000	Salaries - Regular	161,941	197,160	173,054	205,654	214,069	4.1%
720.010	Salaries - Overtime	14,383	15,000	14,425	15,000	16,300	8.7%
720.020	Salaries - Part-time	17,335	18,590	17,603	11,907	12,619	6.0%
720.022	Social Security	14,274	17,867	15,127	17,819	18,767	5.3%
720.024	Unemployment Insurance	864	1,086	789	1,169	900	-23.0%
720.026	Workers Compensation Insurance	9,798	12,182	11,835	13,970	18,038	29.1%
720.028	Health Insurance & Other Benefits	63,337	82,729	51,968	76,515	78,589	2.7%
720.030	Retirement	16,141	19,716	15,347	20,565	21,407	4.1%
720.032	Liability & Property Ins.	12,057	13,878	10,571	15,104	14,807	-2.0%
723.000	Supplies	10,128	20,000	14,843	20,000	20,000	0.0%
723.010	Winter Maintenance	83,243	75,000	142,405	75,000	90,000	20.0%
723.012	Pavement Maintenance	14,804	15,000	18,987	15,000	16,000	6.7%
723.014	Gravel & Topsoil	5,830	4,000	3,191	4,000	4,000	0.0%
723.015	Signs and Posts	2,668	5,500	1,875	4,000	4,000	0.0%
723.020	Gas, Grease and Oil	31,766	22,000	36,943	26,000	35,000	34.6%
723.065	Water and Sewer Charges	1,197	2,500	870	2,500	2,000	-20.0%
724.000	Training, Conferences, Dues	250	500	60	500	500	0.0%
725.000	Telephone Services	1,725	1,900	2,228	2,000	2,850	42.5%
726.000	Electrical Service	3,752	4,500	3,842	4,000	4,000	0.0%
726.035	Street Lights (rental/electrical)	121,730	127,000	128,105	127,000	131,948	3.9%
726.037	Traffic Lights (electrical)	6,170	5,700	5,687	6,000	6,000	0.0%
727.000	Heating	3,184	4,000	3,924	4,000	4,000	0.0%
728.000	Maintenance - Buildings/Grounds	3,596	2,500	586	2,500	2,500	0.0%
728.010	Radio Maintenance	65	200	28	200	200	0.0%
728.020	Maintenance - Other	1,545	1,000	749	1,000	1,000	0.0%
728.030	Vehicle Maintenance	17,716	32,000	18,635	20,000	22,000	10.0%
728.033	Streetscape Maint./Imp.	4,377	6,000	3,292	16,000	16,000	0.0%
728.036	Village Garden Spots	2,343	3,650	1,287	3,000	3,000	0.0%
728.037	Traffic/Street Light Maintenance	11,360	8,000	4,731	8,000	7,000	-12.5%
728.041	Memorial Park Maintenance	2,816	3,500	2,665	3,000	3,500	16.7%
728.043	Street Marking	8,205	5,000	5,932	7,000	7,000	0.0%
729.000	Uniforms, Boots, Etc.	2,544	4,500	4,206	4,500	5,000	11.1%
735.000	Interview Costs	0	0	1,287	0	0	0.0%
745.005	Rubbish Removal	5,290	6,200	5,108	6,200	6,500	4.8%
745.014	Contractual Services	10,726	0	22,534	0	0	0.0%
745.015	ROW Leases	0	0	0	0	11,076	100.0%
745.016	Accident Claims	0	0	0	0	0	0.0%
745.030	Equipment Rentals	3,693	1,000	54	1,000	1,000	0.0%
745.038	Traffic Light System Improvements	0	0	0	0	0	0.0%
745.044	Engineering Services	31,616	15,000	41,955	15,000	15,000	0.0%
760.032	Sidewalk and Curb Maintenance	5,135	3,000	4,717	3,000	4,000	33.3%
760.033	Storm Sewer Maintenance	18,842	8,500	22,996	9,000	10,000	11.1%
760.034	Storm Sewer Permit Fees	4,697	3,000	3,452	3,000	0	-100.0%
760.035	Storm Sewer Public Education	7,313	9,500	8,912	9,500	0	-100.0%
760.036	Stream Flow Monitoring	0	0	0	30,000	0	-100.0%
755.011	Traffic Calming	232	4,000	0	1,500	1,000	-33.3%
755.023	Capital Outlay	1,735	9,000	7,361	3,500	8,000	128.6%
TOTALS		740,423	791,358	834,166	814,603	839,570	3.1%

WATER FUND BUDGET

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Acct. #	Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
720.000	Salaries - Regular	95,449	102,349	104,739	107,890	100,902	-6.5%
720.010	Salaries - Overtime	13,090	12,300	15,408	14,000	16,000	14.3%
720.020	Salaries - Part-time	4,365	4,729	4,345	8,798	5,081	-42.2%
720.022	Social Security	8,420	9,239	8,988	9,447	9,020	-4.5%
720.024	Unemployment Insurance	482	564	408	616	425	-31.0%
720.026	Workers Compensation Insurance	4,667	4,447	5,696	5,277	6,223	17.9%
720.028	Health Insurance & Other Benefits	33,805	42,180	33,524	41,604	42,732	2.7%
720.030	Retirement	9,400	10,235	9,845	10,789	10,090	-6.5%
720.032	Liability & Property Ins.	2,549	3,305	2,960	3,402	2,787	-18.1%
720.040	Interest Expense	49	100	0	50	0	-100.0%
723.000	Supplies	2,092	5,000	2,824	5,000	5,000	0.0%
723.001	Postage	824	1,500	1,616	1,500	1,700	13.3%
723.020	Gas, Grease and Oil	1,776	2,800	3,468	2,000	3,500	75.0%
723.041	Meters and Parts	(215)	2,000	672	1,000	0	-100.0%
723.042	Distribution Materials	890	8,000	2,210	5,700	6,000	5.3%
723.055	Computer Expenses	1,198	600	1,067	1,200	1,200	0.0%
723.065	Water & Sewer Charges	270	350	503	350	600	71.4%
724.000	Training, Conferences, Dues	926	2,000	1,013	2,000	2,000	0.0%
725.000	Telephone Services	0	0	234	0	1,000	100.0%
726.000	Electricity	665	650	679	700	700	0.0%
727.000	Heating	2,908	3,500	3,069	3,500	3,500	0.0%
728.020	Maintenance - Other	1,107	1,000	1,629	1,000	1,000	0.0%
728.034	Water Lines Maintenance - Breaks	13,898	16,000	233	16,000	16,000	0.0%
729.000	Uniforms, Boots, Etc.	1,113	1,000	933	1,000	1,500	50.0%
745.014	Contractual Services	110,169	111,336	111,336	106,840	108,760	1.8%
745.015	ROW Leases	0	0	0	0	142	100.0%
745.041	Audit Services	3,197	3,293	3,266	3,500	3,605	3.0%
745.039	Other Professional Services	704	1,000	657	1,000	1,000	0.0%
745.050	Printing and Advertising	1,509	1,700	1,725	1,700	2,000	17.6%
750.020	Capital Reserve Fund Contribution	103,581	110,000	113,503	120,000	130,000	8.3%
755.023	Capital Outlay	0	0	930	3,850	0	-100.0%
760.060							
	SUB TOTALS	418,888	461,177	437,480	479,713	482,467	1%
770.510	State Water Tax	10,040	8,278	11,076	10,371	10,159	-2%
745.042	CWD Water Purchase	407,602	424,297	412,589	451,212	455,882	1%
	SUBTOTAL VILLAGE EXPENSE	836,530	893,752	861,145	941,296	948,508	1%
770.511	State Water Tax - IBM	50,947	41,931	51,944	51,275	52,878	3%
745.043	CWD Water Purchase - IBM	2,068,461	2,149,120	2,177,917	2,230,880	2,372,865	6%
	TOTALS	2,955,938	3,084,803	3,091,006	3,223,451	3,374,251	5%

WATER FUND REVENUES

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Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
Unrestricted Fund Balance		0	0	0	0	0.0%
465.010 Sale of Water Residential	784,455	787,839	783,550	826,553	831,755	0.6%
465.015 Sale of Water - IBM	2,068,461	2,149,120	2,177,917	2,230,880	2,372,865	6.4%
465.017 Sale of Water - IBM VT Tax	50,947	41,931	51,944	51,275	52,878	3.1%
465.020 Sale of Water - Large User	74,305	87,413	81,768	96,243	98,253	2.1%
465.030 Hydrant Rentals	5,000	0	0	0	0	0.0%
465.040 Penalties	4,129	3,500	3,938	3,500	3,500	0.0%
465.050 Miscellaneous	18,581	15,000	22,535	15,000	15,000	0.0%
440.000 Interest on Investments		0	283	0	0	0.0%
TOTALS	3,005,878	3,084,803	3,121,935	3,223,451	3,374,251	5%

FY08 WATER RATE CALCULATION

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TOTAL BUDGET 3,374,251

REVENUES

IBM CWD Wholesale Pass through 2,425,743
IBM Large User Sales 98,253

TOTAL IBM WATER PAYMENTS 2,523,996

OTHER WATER REVENUES

Water Fund Balance 0
Rental of Hydrants 0
Miscellaneous Water Receipts 15,000
Penalties 3,500
Interest 0
TOTAL MISCELLANEOUS 18,500

USER CHARGES (Village Residents) 831,755

ESTIMATED WATER FLOWS IN CUBIC FEET

(Village Residents) CF 27,559,633
Gallons 206,146,055

SANITATION BUDGET

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Acct. #	Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
720.000	Salaries - Regular	82,611	85,049	70,394	80,190	76,735	-4%
720.010	Salaries - Overtime	7,834	10,865	10,612	8,000	11,300	41%
720.020	Salaries - Part-time	5,068	4,729	4,486	12,683	5,081	-60%
720.022	Social Security	6,830	7,822	6,501	7,839	7,208	-8%
720.024	Unemployment Insurance	540	564	409	668	430	-36%
720.026	Workers Compensation Insurance	3,828	4,285	3,994	4,177	4,557	9%
720.028	Health Insurance & Other Benefits	32,272	39,416	29,696	41,604	42,732	3%
720.030	Retirement	8,309	8,505	7,322	8,019	7,674	-4%
720.032	Liability & Property Ins.	5,255	5,628	4,767	6,800	6,550	-4%
723.000	Supplies	435	1,000	540	1,000	1,000	0%
723.001	Postage	1,633	3,000	3,665	3,000	3,000	0%
723.020	Gas, Grease and Oil	2,817	3,000	2,725	3,000	3,500	17%
723.041	Meters and Parts	0	4,000	0	2,000	0	-100%
723.055	Computer Expenses	2,397	1,200	2,134	2,800	2,500	-11%
723.065	Water & Sewer Charge	142	1,500	404	1,500	1,000	-33%
724.000	Training, Conferences, Dues	0	500	0	500	500	0%
726.000	Electrical Service	9,422	8,200	10,572	8,500	10,000	18%
727.000	Heating/Natural Gas	1,733	1,800	1,686	1,800	1,700	-6%
728.020	Maintenance - Other	404	1,500	787	1,500	1,000	-33%
728.040	Pump Station Maintenance	3,223	5,500	825	4,000	5,000	25%
728.060	Sanitation Lines Maintenance	6,710	5,000	1,505	10,000	6,500	-35%
728.063	Susie Wilson Pump Station Costs	5,805	8,000	7,399	7,000	7,500	7%
728.064	West St. Pump Station Costs	8,445	13,500	8,836	10,000	9,000	-10%
729.000	Uniforms, Boots, Etc.	584	1,000	1,166	1,000	1,500	50%
735.000	Interview Costs	0	0	306	0	0	0%
745.014	Contractual Services	134,969	141,636	141,636	137,140	139,060	1%
745.015	Right-of-Way Agreements	7,902	8,700	8,189	8,400	1,020	-88%
745.017	Sanitation Line Backup Cleaning	1,654	0	0	1,500	1,500	0%
745.041	Audit Services	1,599	1,646	1,633	1,700	1,751	3%
745.039	Other Professional Services	179	1,000	521	1,000	1,000	0%
745.050	Printing and Advertising	0	0	834	0	850	100%
750.020	Contribution to Sanitation Cap Rese	162,000	75,000	105,002	85,000	95,000	12%
755.023	Capital Outlay	0	0	5,075	670	0	-100%
TOTALS		504,600	453,545	443,621	462,990	456,147	-1.5%

SANITATION FUND REVENUES

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Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
500.000 Annual Customer Charge	467,414	391,670	505,965	403,915	387,322	-4%
500.001 Penalties	2,351	1,800	2,430	2,000	2,000	0%
432.040 Miscellaneous	107,731	20,000	50,002	20,000	30,000	50%
440.000 Interest on Investments	197	0	290	0	0	0%
442.010 2 Party Agreement Revenue	15,000	15,000	15,000	15,000	15,000	0%
442.000 Essex Pump Station Fees	18,338	25,075	21,550	22,075	21,825	-1%
TOTALS	611,031	453,545	595,237	462,990	456,147	-1.5%

Sanitation Rate Calculation	FY15	FY 16
Expenditure	403,915	387,322
Bond Payment	131,000	150,000
Total to be collected	534,915	537,322

Estimated Flow in cubic feet 26,440,112 25,630,487

WWTF OPERATIONS & MAINTENANCE BUDGET

DRAFT

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Wholesale Rate 2.6877 per 1000 gal Increase = 2.22%

Acct. #	Account	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
720.000	Salaries - Regular	265,911	286,000	285,576	308,467	327,515	6.2%
720.010	Salaries - Overtime	38,454	42,000	33,463	45,000	45,000	0.0%
720.020	Salaries - Part-time	9,724	12,000	6,519	15,000	7,979	-46.8%
720.022	Social Security	23,076	26,492	23,749	28,612	29,367	2.6%
720.024	Unemployment Insurance	1,116	1,637	916	1,535	1,535	0.0%
720.026	Workers Compensation Insurance	11,597	16,055	13,944	16,530	17,747	7.4%
720.028	Health Insurance & Other Benefits	99,286	124,767	93,826	107,085	114,632	7.0%
720.030	Retirement	25,412	28,600	27,520	30,847	32,752	6.2%
720.032	Liability & Property Ins.	18,934	25,000	20,888	25,000	22,854	-8.6%
720.040	Interest Expense	160	500	0	500	0	-100.0%
723.000	Supplies	19,570	17,000	18,348	9,000	10,000	11.1%
723.005	Supplies - Laboratory	0	0	0	10,000	11,000	10.0%
723.013	Chemicals	184,638	185,000	162,971	195,000	195,000	0.0%
723.020	Gas, Grease and Oil	5,209	6,000	5,102	6,000	6,000	0.0%
723.065	Water & Sewer Charge	4,150	6,000	11,664	7,000	5,000	-28.6%
724.000	Training, Conferences, Dues	4,455	6,500	4,596	6,500	6,500	0.0%
725.000	Telephone Services	3,689	4,300	3,843	4,500	4,800	6.7%
726.000	Electrical Service	183,505	200,000	184,545	200,000	200,000	0.0%
727.000	Heating	10,833	11,000	34,632	20,000	20,000	0.0%
728.020	Maintenance - Other	62,306	70,000	66,356	70,000	75,000	7.1%
728.030	Vehicle Maintenance	1,128	3,500	1,977	2,500	2,500	0.0%
729.000	Uniforms, Boots, Etc.	2,916	4,500	3,778	4,000	5,000	25.0%
745.000	Contract Laboratory Service	4,965	8,000	6,713	7,000	8,500	21.4%
745.014	Contractual Services	55,085	55,668	55,668	53,420	54,380	1.8%
745.031	Legal Services	1,007	1,000	6,451	1,000	1,000	0.0%
745.033	Grit Disposal	9,185	7,000	6,806	10,000	8,500	-15.0%
745.034	Sludge Dewatering	170,647	150,000	131,109	150,000	150,000	0.0%
745.035	Sludge Management	109,809	170,400	137,142	178,000	175,000	-1.7%
745.041	Audit Services	3,753	3,866	3,834	4,000	4,000	0.0%
745.039	Other Professional Services	264	4,000	0	4,000	4,000	0.0%
745.052	WWTF Annual Permit Fee	5,129	7,500	9,510	7,500	8,500	13.3%
750.020	Contribution to WWTF Cap Reserve	150,000	170,000	170,000	260,000	280,000	7.7%
755.023	Capital Outlay	6,382	4,000	15,269	10,000	0	-100.0%
	*Budgeted Fund Balance Replenish	20,000	20,000	20,000	0	0	0.0%
755.013	**Loan Payment for Deficit (Prin&Int)	53,023	51,625	51,430	0	0	0.0%
TOTAL WWTF BUDGET		1,565,318	1,729,910	1,618,145	1,797,996	1,834,060	2.0%

WWTF OPERATION & MAINTENANCE REVENUES

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Acct. #	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
460.012 Village Wastewater Reveneus	724,574	692,009	698,965	726,876	740,293	2%
460.013 Wastewater Charge - Essex	406,156	434,242	434,246	465,440	461,175	-1%
460.014 Wastewater Charge - Williston	536,126	567,359	567,365	569,380	599,293	5%
460.031 Interest Income	0	0	406	0	0	0%
460.016 Misc. Pump Station Fees	24,800	30,300	30,300	30,300	30,300	0%
460.026 Shared Septage Revenues	19,527	6,000	5,530	6,000	3,000	-50%
460.028 Shared Leachate Revenue	12,412	0	3,606	0	0	0%
445.000 Miscellaneous	1,002	0	79	0	0	0%
TOTAL WWTF REVENUE	1,724,597	1,729,910	1,740,497	1,797,996	1,834,060	2%

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	FYE13 Actual	FYE14 Budget	FYE14 Actual	FYE15 Budget	FYE16 Proposed Budget	% Change 16 vs 15
Breakdown of Village Revenues						
460.012 Village User Charge	664,392	677,209	677,390	711,876	731,293	3%
460.011 Village Users Penalties	3,402	2,800	3,278	3,000	3,000	0%
460.025 Village Septage Revenues	34,714	12,000	11,075	12,000	6,000	-50%
460.027 Village Leachate Revenues	22,066	0	7,222	0	0	0%
460.020 Sewer Capacity Lease Agreement	0	0	0	0	0	0%
Total Village Revenues	724,574	692,009	698,965	726,876	740,293	2%



MEMORANDUM

To: Village of Essex Junction Trustees
From: Patrick C. Scheidel, Municipal Manager
Date: January 13, 2015
Re: Joint Resolution Essex Town Selectboard and Village Board of Trustees regarding the Establishment of Town Administrative Services Director and Related Personnel Changes

Issue

The issue is whether or not the Trustees will approve a joint resolution regarding the establishment of the position of Town Administrative Services Director and related personnel changes.

Discussion

The Selectboard at the December 15, 2014 meeting approved a plan for the FYE 2016 budget for the establishment of a Town Administrative Services Director and under the direction of the Municipal Manager related personnel changes in the Town and Village. Since this plan ultimately involves staff from both the Town and the Village it is advisable to acknowledge the support for the plan by joint resolution of the Town Selectboard and Village Board of Trustees.

Cost

There are no additional costs beyond usual and customary salary and benefit increases in the FYE 2016 budget required to accomplish this plan. In fact a small decrease in personnel costs will be accomplished.

Recommendation

It is recommended that the Trustees approve the attached Joint Resolution between Essex Town Selectboard and Village Board of Trustees regarding the Establishment of Town Administrative Services Director and Related Personnel Changes.



TOWN OF ESSEX VERMONT

Joint Resolution of Essex Town Selectboard and Village Board of Trustees Re: Establishment of Town Administrative Services Director and Related Personnel Changes.

In the year Two Thousand Fifteen.....
Resolved by the Essex Town Selectboard and Village Board of Trustees, as follows:

WHEREAS, the Town of Essex ("Town") and Village of Essex Junction ("Village") have been working cooperatively on a shared services model to improve the delivery of services for the mutual benefit of the residents of the Town and Village; and

WHEREAS, pursuant to this model, a shared "municipal" Manager is in place, and tax billing and collections for the Town and Village have been unified; and

WHEREAS, the Manager is proposing creation of a new position of Administrative Services Director, who would assume day-to-day oversight and supervision of the delivery of central office administrative functions for the Town and Village that presently report directly to the Manager, including finance, human resources, information technology, clerk, treasurer and assessor, thereby freeing the Manager to concentrate more on broader strategic challenges facing the Town and Village; and

WHEREAS, under the Manager's proposal, the current Town Finance Director would assume the position of Administration Services Director and remain a Town employee, and the current Village Assistant Manager/MIS Director/Finance Director would report to the Administrative Services Director and assume some of the day-to-day finance operations in the Town; and

WHEREAS, as part of this proposed reorganization, Town and Village computer systems will be combined and payroll and accounts payable functions consolidated, thereby strengthening the overall finance team in the Town and Village; and

WHEREAS, Village staff presently working in the finance, human resources, clerk and treasurer's offices will remain as Village employees under the Village budget and continue in

their current reporting status, and there would be no exchange of funding between the Village and Town to accomplish this reorganization; and

WHEREAS, the reorganization will require the creation of a new accounting position in the Town finance department, but there will be no additional full time equivalent employees because the Town Assistant Manager position will be unfunded and remain vacant, with those duties and responsibilities assigned to the Town Planner position which will be expanded and reclassified to include support services for the Manager,

NOW THEREFORE, BE IT RESOLVED that the Town Selectboard and the Village Board of Trustees accept and agree with the Manager's proposal for the creation of the new position of Administrative Services Director and the related personnel and functional changes outlined above; and

BE IT FURTHER RESOLVED that the Manager is authorized to include these changes in the development of the FYE 2016 budgets for the Town and the Village.

ADOPTED by the Town of Essex Selectboard and Village of Essex Junction Board of Trustees on the ____ day of _____ 2015.

For the Town of Essex Selectboard

For the Village of Essex Junction Board of Trustees

Max G. Levy, Chair

George A. Tyler, President

Brad M. Luck, Vice Chair

Daniel S. Kerin, Vice President

Andrew J. Watts, Clerk

Andrew Brown

R. Michael Plageman

Elaine Sopchak

Irene A. Wrenner

Lori A. Houghton



MEMORANDUM

TO: Village Trustees and Pat Scheidel, Village Manager
FROM: Susan McNamara-Hill, HR Dir./Clerk/Treasurer *SMH*
DATE: January 13, 2015
SUBJECT: Amendment to General Rules and Personnel Regulations

Issue

The issue is whether or not the Trustees will amend the General Rules and Personnel Regulations to reduce the number of hours for full time employees from 35 hours per week to 30 hours per week.

Discussion

The General Rules and Personnel Regulations define a full time employee as one who works 35 hours per week on a year round basis. Full time employees are eligible for all benefits, including health, dental and vision insurance. For employees working less than 40 hours per week, their other benefits (sick, vacation, holiday) are prorated based on their average number of hours worked per week.

Under the Affordable Care Act (ACA) a full time employee is considered one who works at least 30 hours per week for the purposes of providing health care coverage.

As of now, all full time positions in the Village are classified as 40 hours per week. However, if a job in the Village were to be reclassified from 40 to 30 hours per week, the employee would not suffer a loss of benefits.

Cost

There is potential for cost savings for the Village if a current 40 hour/week job is reclassified as a 30/hour per week job. The premium costs would not change.

Recommendation

It is recommended that the Trustees amend Section 102. Definitions, of the General Rules and Personnel Regulations as presented.

Proposed amendment to Article 1, Section 102. General Rules and Personnel Regulations:

**ARTICLE 1
GENERAL RULES FOR PUBLIC OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS**

102. DEFINITIONS

“Employee - Full-Time” is an employee who works at least thirty (30) [~~five (35)~~] hours per week, year round. Full-time employees are eligible for all benefits and may only be discharged for cause. Full-time employees who work less than forty (40) hours per week will have their fringe benefits, such as vacation leave, sick leave and holiday pay, pro-rated (e.g., an employee who normally works 30 [35] hours per week would be paid for 30 [35] hours when taking a vacation week).

“Employee - Part-Time” is any person who routinely works less than thirty (30) [~~five (35)~~] hours per week, or is hired for seasonal work only. A part-time employee is an at-will employee and may be discharged at any time without cause. Part-time employees are not eligible for benefits, except that those who are scheduled to work at least twenty (20) hours per week year round and have completed an initial six month probationary period are entitled to vacation, holiday, and sick leave on a prorated basis. All employees have access to the Employee Assistance Program,



MEMORANDUM

TO: Village Trustees
FROM: Pat Scheidel, Municipal Manager
DATE: January 13, 2015
SUBJECT: Trustees Meeting Schedule

TRUSTEES MEETING SCHEDULE/EVENTS

January 27 at 6:30 – Regular Trustees Meeting

- Public Hearing on FYE 16 Budgets and Capital Program

February 10 at 6:30 – Regular Trustees Meeting

- Adopt FYE 16 Budgets and Capital Programs

February 24 at 6:30 – Regular Trustees Meeting

- Adopt Annual Meeting Warning
- Schedule annual meeting with Prudential Committee (March)

March 10 at 6:30 – Regular Trustees Meeting

March 24 at 6:30 – Regular Trustees Meeting

April 1 at 7:00 – Annual Meeting

- Community Supper at 6:00

Outreach Opportunities Highway / Storm Water / 81 Main Street Rehab

#	Date	Day	* Time	Event	Selectboard	Selectboard	Trustee	Trustee
1	January 12, 2015	Monday	6:30-8:30	EHS VSAC Financial Aid Evening	Irene	Max	Dan	
2	January 29, 2015	Thursday	6:30	EHS College Planning Workshop	Andy	Mike		
3	February 3, 2015	Tuesday	6:30	EHS Orientation for Parents of Incoming 9th Graders	Andy	Mike		
4	February 5, 2015	Thursday	7:30	EHS Girls' Basketball	Irene			
5	February 17, 2015	Tuesday	6:00 or 7:00	EHS Fleming School Fine Arts Production	Brad	Andy		
6	February 18, 2015	Wednesday	12:00	Essex Rotary	Mike	Max		
7	February 18, 2015	Wednesday	6:00 or 7:00	EHS Fleming School Fine Arts Production	Irene			
8	February 18, 2015	Wednesday	6:15	EHS Boys' Hockey	Mike	Max		
9	February 20, 2015	Friday	7:30	EHS Boys' Basketball	Max			
10				1. Congregate Housing Presentation				
11				2. Congregate Housing Presentation				
12				3. Congregate Housing Presentation				

* Times shown are when EHS event starts. Members are requested to be there 45 minutes prior to event start time.

Additional Outreach Opportunities to Consider

13	February 6, 2015	Friday	5:30	Essex Eats Out 1st Congregational Church				
14	February 13, 2015	Friday	5:30	Essex Eats Out Holy Family Church				
15	February 20, 2015	Friday	5:30	Essex Eats Out Holy Family Church				
16	2/30/2015	Friday	5:30	Essex Eats Out St. Pius X Church				

**VILLAGE OF ESSEX JUNCTION
CAPITAL PROGRAM REVIEW COMMITTEE
MINUTES OF MEETING
October 7, 2014**

MEMBERS PRESENT: Andrew Brown (Chairman); Rick Hamlin, Richard Donahey. (David Nistico was absent.)
ADMINISTRATION: Lauren Morrissette, Finance Director & Assistant Village Manager; Pat Scheidel, Municipal Manager.
OTHERS PRESENT: None.

1. CALL TO ORDER

Andrew Brown called the meeting to order at 5:32 PM.

2. AGENDA

Add: Discussion of Meeting Schedule.

MOTION by Andrew Brown, SECOND by Rick Hamlin, to approve the agenda as amended. VOTING: unanimous; motion carried.

3. PUBLIC COMMENT

None.

4. COMMUNITY SUPPORT RANKING

Andrew Brown asked the committee for input on when discussion of projects with members of the community has an impact on the ranking of the projects. Mr. Brown mentioned his recent conversation with Meg Garrity about the prioritized capital project list and her request to have Lamoille Street repaved. Following discussion the consensus of the capital committee is no change will be made to the prioritized project list due to a request from a solitary citizen. Support by a group through a public meeting, similar to the Heart & Soul meetings for bike/walk input, for example, or via petition to the Trustees could warrant reconsideration of the list. Andrew Brown will follow up with Ms. Garrity.

5. PROJECT "YYa" (MAIN STREET) RANK

Per the August 5, 2014 minutes it was confirmed Project "YYa" (Main Street) was ranked by the committee (ranking of 49).

6. MEETING SCHEDULE

Following discussion the committee concurred the meeting schedule will remain as the first Tuesday of the month at 5:30 PM. Next meeting is November 4, 2014 at 5:30 PM.

7. REVIEW/DISCUSS FINANCING RANKED PROJECTS

Andrew Brown noted engineering costs have been added to the ranked projects. Pearl Street water line (Project "V") is funded by enterprise funds and should be removed from the list. This will advance subsequent projects by about a year.

There was discussion of presenting the prioritized project list to the Trustees with the recommendation that a financing plan is needed for the projects or the infrastructure will continue to degrade and costs will continue to increase. There is a 5% increase per year for construction cost built into the estimated project cost, but not a 5% increase per year built into the overall project cost. There was mention of indicating the length of time a project will remain on the list under the existing annual contribution amount to the capital fund. Lauren Morrisseau noted an increase in the capital fund contribution by \$600,000 per year, for example, represents six cents on the tax rate. There was discussion of highlighting projects on the list that can be postponed 10-15 years, such as River Street ("Z" & "AA"), Orchard Terrace ("U"), Iroquois Ave. ("OO" & "P"), and Old Colchester Road ("T").

Rick Hamlin mentioned VTrans is to pave and stripe Class 1 roads coming into Five Corners (Route 15/Pearl St., Route 2A/Park St., Route 117/River Rd.) and that work could dovetail with the capital projects on the list.

Lauren Morrisseau noted the General Fund Capital Plan will be presented to the Trustees by the Municipal Manager on November 10, 2014.

Andrew Brown will do the following:

- Remove Project "V" from the list (Pearl Street water line project is an enterprise fund project) and advance the other projects accordingly.
- Indicate the timeline and projects that can be done with available funding and further infusions of funding.
- Email the spreadsheet to the committee for comment before presenting the information to the Trustees at the November 10, 2014 meeting.

Lauren Morrisseau mentioned library staff indicated the carpeting in the library needs replacement and is a safety issue due to the lumps and tears. The work is a maintenance item, but will be included under capital projects.

8. MINUTES

September 2, 2014

MOTION by Rick Hamlin, SECOND by Rich Donahey, to approve the 9/2/14 minutes as written. VOTING: unanimous; motion carried.

9. ADJOURNMENT

MOTION by Rick Hamlin, SECOND by Rich Donahey, to adjourn the meeting. VOTING: unanimous; motion carried.

The meeting was adjourned at 6:25 PM.

**VILLAGE OF ESSEX JUNCTION
CAPITAL PROGRAM REVIEW COMMITTEE
MINUTES OF MEETING
November 4, 2014**

MEMBERS PRESENT: Andrew Brown (Chairman); Rick Hamlin, David Nistico. (Richard Donahey was absent.)
ADMINISTRATION: Lauren Morrisseau, Finance Director & Assistant Village Manager.
OTHERS PRESENT: Chrissy St Hilaire, Michael Girardi, Allyson Kristifik.

1. CALL TO ORDER

Andrew Brown called the meeting to order at 5:32 PM.

2. AGENDA

Add: Rank Brownell Library carpet replacement.

MOTION by Andrew Brown, SECOND by Rick Hamlin, to approve the agenda as amended. VOTING: unanimous; motion carried.

3. PUBLIC COMMENT

None.

4. INCORPORATION OF TOWN & VILLAGE BIKE/PED PLAN INTO PRIORITIZATION

David Nistico mentioned the CCRPC study which is a comprehensive plan to integrate bike and pedestrian values into the transportation system and the need for the projects be given a logical order and prioritization. Rick Hamlin noted the village Bike/Walk Committee did offer feedback to Regional Planning during the study. There was discussion of how the list of projects could be ranked by the capital committee. David Nistico will contact Rick Hamlin and request the Bike/Walk Committee select the top five projects for ranking by the capital committee.

5. LINCOLN HALL RESTORATION PRIORITIZATION

Andrew Brown stated the restoration of Lincoln Hall will require a significant amount of funding so the Trustees requested the Capital Committee prioritize the three-phased three year project even though much of the work is maintenance/repair. Lauren Morrisseau explained the work is mostly the exterior envelope of the building with some foundation work in the basement. Staff is soliciting estimates from historic building renovators. An assessment has been done of the entire building. In the past work has been done incorrectly on the historic building which has caused problems. The building is historic, but not on the Historic Register. The cost of the work will be paid by the General Fund. The committee concurred all three phases of the project should be combined for ranking. Lincoln Hall Renovation was labeled "CCC" and ranked 50 by the committee.

6. BROWNELL LIBRARY CARPET REPLACEMENT

Brownell Library carpet replacement was labeled "DDD" and ranked 26 by the committee.

MOTION by Andrew Brown, SECOND by David Nistico, to amend the agenda to add finalizing the capital plan. VOTING: unanimous; motion carried.

7. FINALIZE CAPITAL PLAN

Andrew Brown noted the spreadsheets provided to the committee show the effect of increasing the amount put into the capital budget on an annual basis (Scenario A) and no increase in the annual amount and pushing out by 10 years projects that can be deferred.

MOTION by Rick Hamlin, SECOND by David Nistico, to finalize the five year capital plan to submit to the Board of Trustees as follows (in order of priority):

1. Y – Railroad Ave.
2. UU – Pearl Street (West Street to Susie Wilson Road)
3. C – Algonquin
4. CCC – Lincoln Hall Restoration
5. YYa – Main Street
6. H – Central Street water line

DISCUSSION: It was noted the library carpet replacement (\$20,000) is not included in the list, but if it is to be included it would take the place of the Algonquin project.

VOTING: unanimous; motion carried.

Lauren Morrisseau will incorporate the project costs into the budget.

8. BBB-WEST STREET/WEST STREET EXTENSION RANKING
Deferred to the next meeting due to time constraints.

9. MINUTES

October 7, 2014

Deferred to the next meeting due to time constraints.

10. NEXT MEETING

Meeting: December 2, 2014 at 5:30 PM.

Agenda: Rank BBB – West Street/West Street Extension
Approve 10/7/14 minutes

11. ADJOURNMENT

**MOTION by Andrew Brown, SECOND by David Nistico, to adjourn the meeting.
VOTING: unanimous; motion carried.**

The meeting was adjourned at 6:35 PM.

MINUTES SUBJECT TO CORRECTION BY THE ESSEX JUNCTION BIKE/WALK ADVISORY COMMITTEE.
CHANGES, IF ANY, WILL BE RECORDED IN THE MINUTES OF THE NEXT MEETING OF THE
COMMITTEE.

**VILLAGE OF ESSEX JUNCTION
BIKE/WALK ADVISORY COMMITTEE
MINUTES OF MEETING
NOVEMBER 17, 2014**

MEMBERS PRESENT: Rick Hamlin, Phoebe Spencer (via Skype), Jud Lawrie, Jeff Frolik, Eric Bowker, Raj Chawla

ADMINISTRATION: Darby Mayville, Community Relations and Economic Development Assistant

1. CALL TO ORDER

The meeting was called to order by Rick at 5:45 PM.

2. AGENDA ADDITIONS

None.

3. MINUTES REVIEW

Raj asked that the quote, "Raj noted that EJRP offers safe biking classes" be changed to "Raj noted that EJRP offers safe mountain biking classes in the summer."

Rick asked that the quotes, "Rick will research a possible skateboard ordinance" and "Rick will investigate the possibility of a bike parking ordinances for major employers" be changed to state "Rick will look in the Land Development Code to determine if the Village has regulations on bike parking for major employers or skateboard use."

**MOTION by RAJ, SECOND by JUD, to approve the October minutes, with corrections.
VOTING: unanimous; motion carried.**

4. WORK ON LEAGUE OF AMERICAN BICYCLISTS APPLICATION

Jud created a matrix which was sent to all the committee members prior to this meeting. He suggested that everyone take on a segment of the application, and fill out as much as they are able to.

Eric mentioned that Burlington is applying for gold level distinction from the League of American Bicyclists. They are comparing their application to other communities of a similar size who have already obtained this distinction. He will send it around to the committee, as he thought that it would be useful to review.

Jud stated that UVM was awarded silver status.

The application section assignments are as follows:

- Encouragement: Jeff
- Engineering: Rick
- Evaluation: Jud & Phoebe
- Enforcement: Raj
- Education: Rosalind & Eric

Jud also offered to make sure that the census information provided in the previous application is up to date.

Rick suggested that all committee members do as much as possible on the application prior to the next meeting. The goal is to have at least 85% of the work complete at this time.

The committee decided to use a Google Drive to compile the information, and copy and paste it into the application.

Eric mentioned that he had a contact at the police department who had indicated a willingness to work with the committee on this application. He felt that this was especially important considering that the committee had limited information on enforcement on hand.

Rick said that he planned to go in front of the Board of Trustees in December to get formal approval to submit this application.

Rick mentioned that VTrans had just released a wiki where citizens could note places where they felt that bike lanes would be appropriate and necessary. This will be discussed further at the next meeting.

5. BUDGET DEVELOPMENT FOR FYE 2016

This item was tabled until the December meeting.

6. PLANNING FOR TRAIN HOP & SIGNAGE UPDATE

The committee decided to have several templates sprayed on the pavement around the Five Corners area in time for this event. Rick said that his company, Hamlin Engineering, would be willing to cover the cost of this.

Jeff suggested that the committee put up 6-7 “guerilla signs” to show attendees how far it would be for them to walk to a certain station. This would serve to both publicize the stops and encourage attendees to walk.

Raj mentioned that many ADL students ride their bikes the wrong way in the bike lane. He suggested that the committee consider signage to let the riders know that they are going the wrong way. Rick said that increased education about this issue needs to happen as well, as the students are sometimes told that they can ride either way in the bike lane.

7. SIGNALING UPDATE

Rick and Jeff researched Vermont state law to determine if there are specific signaling movements that bicyclists need to use. It was determined that there was not, and that the state has no preference how you signal, as long as you do so in some way. The committee decided that they would take no further action on this issue.

8. PUBLIC INPUT

None.

9. MEETING SCHEDULE

Next meeting

- December 15, at 5:45 PM.

Agenda Items

- Minutes Review;
- Continue Work on League of American Bicyclists Application;
- Budget Development for FYE 2016;
- Develop Recommended Bicycle Routes for VTrans Survey;
- Public Input.

10. ADJOURNMENT

MOTION by JUD, SECOND by ERIC to adjourn the meeting. VOTING: unanimous; motion carried.

The meeting was adjourned at 6:52 PM.

Respectfully submitted, Darby Mayville

MINUTES SUBJECT TO CORRECTION BY THE ESSEX JUNCTION BIKE/WALK ADVISORY COMMITTEE.
CHANGES, IF ANY, WILL BE RECORDED IN THE MINUTES OF THE NEXT MEETING OF THE
COMMITTEE.

**VILLAGE OF ESSEX JUNCTION
BIKE/WALK ADVISORY COMMITTEE
MINUTES OF MEETING
DECEMBER 15, 2014**

MEMBERS PRESENT: Rick Hamlin, Phoebe Spencer, Jud Lawrie, Jeff Frolik, Eric Bowker, Raj Chawla

ADMINISTRATION: None

1. CALL TO ORDER

Rick called the meeting to order at 5:56 PM.

2. MINUTES REVIEW

The minutes review was tabled until the January meeting due to Darby's absence.

3. AGENDA ADDITIONS

Rick asked to add a discussion on a Capital Committee request to the Bike/Walk Advisory Committee for projects to be added to the capital program. All agreed.

4. CAPITAL COMMITTEE PROJECT REQUEST

The Capital Committee has asked the Bike/Walk Advisory Committee to suggest projects that they would like to be included in the capital program. Some of their current projects include lighting/sidewalk initiatives, but nothing specifically for improving the walk/bike experience. At the next meeting all members will arrive with a list of their top three projects in the Village from the Bike/Walk master plan.

Some initial ideas included the following:

- Jeff asked about path behind Hiawatha School.
 - Rick talked about the path being part of Rosewood/Briar development.
 - Jeff mentioned that replacing bridge would be an improvement.
 - Rick asked Jeff to send an email about the trail to Development Director Robin Pierce, as he is looking for potential trail upgrade projects as a part of a grant.
- Raj suggested identifying places for blinking crosswalk signals, such as near the Maple St. pool.
 - Rick mentioned crosswalks near CVE and 2A past Prospect St.
 - Raj suggested near town offices, Rick agreed.

5. CONTINUE WORK ON LEAGUE OF AMERICAN BICYCLISTS APPLICATION

Some updates on this document include:

- Rick updated the population and climate numbers with 2013 estimates.
- Jud plans to call LAB about some questions that he has.
- Rick suggested copying 2012 answers to the 2015 spreadsheet column for easier entry into the new form.
- Rick will be added as a contact person on the form.
 - Jud suggested that the reviewers might put extra focus on certain questions, such as what we consider important and how we plan to improve.
 - Jud suggested that everyone add specific knowledge to sections even if they are not assigned to that area.
- Eric clarified that we would all contribute to filling out the online application.
- Raj discussed enforcement section and the prominence that the police department contact put on bike patrol.
 - Raj asked if these should be considered community advocates for cyclists?
 - Question 62: Jeff asked if this would be the person that Raj contacted. Raj said he would ask that person if they would be willing to serve as a contact.
 - Question 71: Raj talked about the youth bike patrol, and wondered whether they should be included as advocates.
- Rick mentioned that the safe passing distance state law should be included.
 - Eric agreed that this should be included, and mentioned the current bill being discussed at state level that clarifies the required distance.
- Raj said he would work on wording regarding the bike patrol.
- Jeff commented on the encouragement portion starting with question 47.
 - Jeff will meet with Darby on Thursday regarding adding additional information on the committee website.
 - Jeff wondered where the figures for the number of bike month participants came from?
 - Phoebe mentioned checking the number of participants in the national bike challenge.
 - Raj suggested including school participants in bike rodeos.

Other things to include:

- Jeff suggested adding the Municipal Effort award (for communities over 5000 people) that Essex Junction won last year.
- Jeff brought up the statement about half of farmer's market participants arriving on bikes to Farmer's Market. and Rick suggested changing that to up to 15% given the number of bikes on their bike rack.
- Raj wondered if there was an estimate of percentage of youth who bicycle.
 - It was suggested that this be estimated based on bike rack capacity at ADL or the Maple St. pool, as they fill during warm weather.
- Rick suggested noting this when adding estimated numbers to the matrix.

- Jeff asked whether the committee thought that there was a shortage of bike parking at Maple St. Park?
 - Eric and Rick said that they thought that it was sufficient.
- Rick said he will include recent trainings for village engineering staff in the matrix.
- Rick said barriers to cycling to add are weather and terrain, but that bridges have been improved significantly in recent years.
- Eric contacted 2 LAB instructors with questions, but has not heard back from either of them yet.
- Rick wondered how many bike racks IBM has?
 - Raj said he would ask neighbors that ride to IBM regularly.
- Rick commented that not many businesses (other than CVE and Rocky's) have bike racks unless they are public entities.
- Jeff asked when application is due?
 - Jud said February 11.
 - Rick suggested that matrix should be substantially filled in by the next meeting.
 - Before submission, the committee will send the matrix to the Trustees and/or Pat Scheidel for approval.
- Questions 87-90 will be looked at by the entire committee prior to the next meeting.

Rick showed the committee new direction signs and suggested hanging them in the spring.

- Jeff asked if there is a spring event scheduled?
 - Rick suggested that this be done.
 - Eric mentioned that bike/walk to school day is May 6th, which is a Wednesday. A bike rodeo day may possibly on May 8th.
 - Raj talked about doing something as a part of a monthly assembly at one of the schools.
 - Rick mentioned that street sweeping should be finished by mid-May, and that the weekend after Green Up Day might be a good opportunity for a fun bike event. The date of Saturday May 9th and the name Cycle de Mayo were discussed.

6. BUDGET DEVELOPMENT FOR FYE16

This was tabled until the next meeting.

7. DEVELOP RECOMMENDED BICYCLE ROUTES FOR VTRANS SURVEY

Eric mentioned that at Train Hop the Darkroom Gallery had a list of questions about and map of walk/bike routes in the village. He did not know who orchestrated this. Rick wondered if it was a part of the VTrans survey.

Raj asked if there would ever be an extension from Pearl St. bike lane toward Susie Wilson Road. Rick said that it is hoped that that connection will be made in 2016 when a bike route to Winooski is developed.

Rick suggested that committee help send the VTrans survey out to the general public, and suggested that Darby post it on FPF. Raj and Jeff shared their experiences with the using the mapping tool.

8. PUBLIC INPUT

None.

9. NEXT MEETING & AGENDA

- Next Meeting: January 26th at 5:45 PM
- Agenda Items:
 1. Minutes Review;
 2. Development of Capital Projects List;
 3. FYE16 Budget Discussions;
 4. Public Input.

10. ADJOURNMENT

MOTION BY RAJ SECOND BY ERIC TO ADJOURN THE MEETING. MEETING ADJOURNED.

Respectfully submitted, Darby Mayville & Phoebe Spencer

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

**VILLAGE OF ESSEX JUNCTION
TREE ADVISORY COMMITTEE
MINUTES OF MEETING
NOVEMBER 18, 2014**

MEMBERS PRESENT: Nick Meyer, Warren Spinner, Rich Boyers, Paula DeMichele, Woody Martel

ADMINISTRATION: Darby Mayville, Community Relations and Economic Development Assistant

1. CALL TO ORDER

The meeting was called to order at 5:33 PM by Nick.

2. ADDITIONS OR AMENDMENTS TO AGENDA

None.

3. MINUTES REVIEW

Nick asked that it be noted that Elise, from the Vermont Urban & Community Forestry Program was not at the planting program at Fleming School. The minutes previously stated that she was in attendance.

The committee also decided to permanently change their meeting time to 5:30 PM.

MOTION by Warren, SECOND by Rich, to approve the October minutes, with changes. VOTING: unanimous; motion carried.

4. MANAGEMENT PLAN REVIEW

The committee continued their paragraph by paragraph review of this document.

5. FUTURE TREE PLANTING INITIATIVES

Warren said that he is waiting for news from Elise, from the Vermont Urban & Community Forestry Program, regarding when the new tree inventory software will be ready. This software will make using and updating the inventory much easier. Warren noted that the inventory had identified around 350 locations where plantings would be appropriate.

Nick suggested starting plantings late winter/early spring of 2015. Warren also suggested applying for Tree City USA status.

6. PRUNING UPDATE

Nick informed the committee that some of the pruning for this year has been completed. Warren and Rick will be meeting soon to review additional locations that need pruning. Warren suggested the newly planted trees around Five Corners as an area that could benefit from pruning.

The committee also discussed developing a budget for the next fiscal year, which will include funds for pruning.

7. PUBLIC INPUT

None.

8. MEETING SCHEDULE

Next meeting

- December 16th at 5:30 PM

Agenda Items

- TBD

9. ADJOURNMENT

MOTION by NICK, SECOND by WARREN, to adjourn the meeting. VOTING: unanimous; motion carried. The meeting was adjourned at 7:15 PM.

Respectfully submitted,
Darby Mayville

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

**VILLAGE OF ESSEX JUNCTION
TREE ADVISORY COMMITTEE
MINUTES OF MEETING
DECEMBER 16, 2014**

MEMBERS PRESENT: Nick Meyer, Warren Spinner, Rich Boyers, Paula DeMichele, Woody Martel

ADMINISTRATION: Darby Mayville, Community Relations and Economic Development Assistant

1. CALL TO ORDER

The meeting was called to order at 5:30 PM by Nick.

2. ADDITIONS OR AMENDMENTS TO AGENDA

Nick asked to add a discussion on publicity regarding storm damaged trees to the agenda. All agreed.

3. MINUTES REVIEW

Nick asked that the following phrase be removed from the November minutes: "Nick suggested starting plantings late winter/early spring of 2015."

MOTION by Warren, SECOND by Rich, to approve the November minutes, with changes. VOTING: unanimous; motion carried.

4. PUBLICITY REGARDING STORM DAMAGED TREES

Nick said that he had noticed that many trees were damaged by the recent storm, and thought that now would be a good time to get some information on tree care on Front Porch Forum. Warren noted that many of the trees that are low hanging are not damaged, and will spring back up as soon as the snow melts.

The committee also discussed tree damage at the Tree Farm area.

5. FYE16 BUDGET

Nick said that he spoke with Public Works Superintendent Rick Jones, who informed him that he had requested another \$10,000 for tree care, planting, and public education in the FYE16 budget. This was presented to the Trustees at budget day last week, and they did not voice any objections.

The committee will work on allocating these funds to specific purposes at their next meeting. Nick suggested that the group brainstorm planting locations at this time.

Rich asked if any pruning priority locations have been noted? Nick said that the Drury Drive and Village Center areas both have trees that are badly in need of pruning.

6. DISCUSS POTENTIAL PUBLIC WORKS CONSOLIDATION, AND ITS IMPACT ON THE TREE MANAGEMENT PLAN

All agreed that it was difficult to know what would happen should this change go through. Nick informed the committee that the Village contracts out engineering services, while the town does most of this work in house.

Paula asked if this would be something that the citizens would vote on. Nick told her that it would be voted on at Town meeting.

Warren noted that he was not aware of any tree inventory or management work going on in the Town. He wondered if this committee would be expected to do the same work that they had been doing for the Village in the Town if consolidation was to take place.

The committee came up with the following questions about this issue, which will be submitted to Rick Jones:

- Does the Town have an active Tree Warden?
- Who manages Town public vegetation?
- Does the Town have a Tree Policy in place?
- What overall impact do you think consolidation will have on this committee?

7. TREE MANGEMENT PLAN

The Committee completed their edits on this document. It will now be sent to the Vermont Urban & Community Forestry staff for their input.

8. DISCUSS FUTURE PLANTING INITIATIVES

This was tabled until the January meeting. Hopefully, the tree inventory software will be updated at this time, which will make this project easier.

Woody asked how the inventory was done. Nick told him that it was completed over two summers by UVM students.

9. PUBLIC INPUT

None.

10. MEETING SCHEDULE

Next meeting

- January 20th at 5:30 PM

Agenda Items

- TBD

11. ADJOURNMENT

MOTION by WARREN, SECOND by RICH, to adjourn the meeting. VOTING: unanimous; motion carried. The meeting was adjourned at 7:18 PM.

Respectfully submitted,
Darby Mayville

**VILLAGE OF ESSEX JUNCTION
PLANNING COMMISSION
MINUTES OF MEETING
November 20, 2014**

MEMBERS PRESENT: David Nistico (Chairman); John Alden, Diane Clemens, Andrew Boutin, Amber Thibeault, Nick Meyer.

ADMINISTRATION: Robin Pierce, Development Director.

OTHERS PRESENT: Paul O'Leary, Michael Dugan, Curt Montgomery, Tom Weaver, Brett Bartlett, Bryan Currier

- AGENDA:**
1. Call to Order
 2. Audience for Visitors
 3. Additions/Amendments to the Agenda
 4. Minutes
 5. Public Hearing
 - Final Site Plan, Demolition/Construction, Apartment Building/Office Space, 40 Park Street, O'Leary-Burke Civil Associates, agent for 222 Franklin, Inc., owner
 6. Other Planning Commission Items
 7. Adjournment
-

1. CALL TO ORDER

Chairman David Nistico called the meeting to order at 6 PM.

2. AUDIENCE FOR VISITORS

None.

3. ADDITIONS/AMENDMENTS TO THE AGENDA

There were no changes to the agenda.

4. MINUTES

October 16, 2014

MOTION by Amber Thibeault, **SECOND** by Diane Clemens, to approve the 10/16/14 minutes as written. **VOTING:** 4 ayes, 2 abstentions (John Alden, Nick Meyer); motion carried.

5. PUBLIC HEARING

Final Site Plan Review for demolition of a restaurant, office/maintenance building and single family dwelling to construct a proposed 9,286 s.f. apartment building with office space at 40 Park Street in the VC/MCU District by O'Leary-Burke Civil Associates, agent for 222 Franklin Inc., owner

Paul O'Leary appeared on behalf of the application.

APPLICANT COMMENTS

Paul O'Leary showed a rendering of the proposed building and noted the following:

- The existing restaurant, adjoining single family house and office building will be demolished and replaced with a 9,268 s.f. mixed use building.
- There will be four floors of one bedroom apartments (12 units per floor) and 6,000 s.f. of office space on the first floor of the building.
- The office space will be accessed from the back of the building by the parking. Remaining space on the first floor will be storage for the apartments.
- The building from the street level will be four stories with a walkout in the back where the office space is located (the land drops down seven feet).
- The proposed changes to the site will net seven new parking spaces over the existing count.
- Using the formula of two spaces per unit and one space every 10 units for guests for 360 units at build out will require a significant amount of parking, but parking counts done on weekdays and weekends revealed an average of 1.28 spaces are being used by the 222 occupied units. Applying that figure (1.28 spaces) to the proposal shows 450 parking spaces will be needed. There are 562 spaces on the site now and seven will be added with the proposal for a total of 569 spaces or 1.68 spaces per unit.
- VTrans traffic studies project traffic congestion/volume on Park Street to remain flat. Level of service will not change at the intersection of Park Street and the development. The proposal will add only 12 PM peak hour trips to existing conditions.
- Comments/questions from the Village Engineer have been addressed. Finalized storm water calculations will be forwarded as requested. The project requires a state storm water permit.
- The landscape budget for the project is \$50,000.
- The lighting plan is for three LED lights, one at the entrance and two in the back of the building. A second light head is being added to the two existing poles on the site.
- Sidewalk will be replaced after the retaining wall is installed along the new building.
- The parking configuration on the site is unchanged.
- The single family house to be demolished is not historic per documentation from the state.
- Two zoning districts bisect the building. The front portion is in the Village Center District and the back is in the Mixed Commercial District.
- The new building (L-shaped) is similar in color and materials to the existing adjacent multi-story building. Building materials will be maintenance free vinyl clapboard and shakes, taupe color, shingled roof, dark green shutters.

Curt Montgomery submitted a letter from the Vermont Department of Historic Preservation regarding the single family house.

STAFF REPORT

The Planning Commission received a written staff report on the application, dated 11/20/14. Robin Pierce noted the following:

- Landscaping per the Land Development Code should be 2% of project construction cost.
- Regarding the decrease in required parking, the Planning Commission in the past has permitted buildings with less parking than required. Staff is finding less parking is needed than what is required in the LDC. Less parking means less impervious surface and less storm water issues for the village which is an MS4 permit community.
- VTrans will require intersections within 1000' of the crescent connector road to be studied in order to sequence traffic lights with Five Corners to achieve less traffic congestion.
- Having the road into the development slightly offset from the intersection will help slow cars through the intersection and provide a safer situation.

There was discussion of bringing the commercial use to the front of the building facing Park Street for better visibility. The applicant pointed out the parking would then be away from the commercial entrance. Also, the building is on the edge of the Village Center District and historically businesses have struggled being farther from the center of the village. The accessible spaces and the entrance to the apartment units are in the back of the building.

There was discussion of replacing the trees to be removed and having a bike rack and storage for the apartment dwellers. The lawn in front of the building facing Park Street will remain as green space. Nick Meyer suggested another Maple tree be planted on the north corner of the building to help bring down the mass of the building.

Nick Meyer asked the configuration of the development. Curt Montgomery calculated 40% are one bedroom units and 60% are two bedroom units presently, but with the new building the split will be nearly 50/50 one and two bedroom units. The one-bedroom market is underserved in Chittenden County.

John Alden observed the building maintains the rhythm on the street except with larger structures. Curt Montgomery pointed out the outside buildings and themes are similar in the development, but change within the buildings.

PUBLIC COMMENT

There were no comments from the public.

MOTION by John Alden, SECOND by Amber Thibeault, to close the public portion of the application for an apartment building with office space at 40 Park Street by 222 Franklin, Inc. VOTING: unanimous (6-0); motion carried.

DELIBERATION/DECISION

Final Plan, Apartment Building with Office Space, 40 Park Street, 222 Franklin, Inc.

MOTION by John Alden, SECOND by Diane Clemens, to accept the proposed parking as outlined in the application for 40 Park Street by 222 Franklin, Inc. VOTING: unanimous (6-0); motion carried.

MOTION by John Alden, SECOND by Nick Meyer, to grant final site plan approval for demolition of the restaurant, office/maintenance building and single family dwelling to construct a 9,286 s.f. apartment building with office space at 40 Park Street by 222 Franklin, Inc., with the following conditions:

1. All staff comments shall be addressed and resolved to staff's satisfaction prior to issuance of permits.
2. Staff will confirm building materials and colors comply with the requirements in the LDC for the Village Center District.
3. Dig Safe shall be added to Sheet 4.
4. The landscape budget for the project shall be 2% of the construction budget.
5. Replacement trees shall be planted in the parking area by the nine spaces shown on the site plan.
6. The tree species to be planted at the northwest corner of the building shall be replaced with a larger tree.
7. Bike racks shall be shown on the plans.
8. A parking waiver will be granted.

VOTING: unanimous (6-0); motion carried.

6. OTHER PLANNING COMMISSION ITEMS

- The Trustees requested massage facilities be changed to a conditional use in the LDC. Personal services are permitted uses now. A public hearing will be warned for the next Planning Commission meeting on the change for massage facilities.
- The village charrette facilitated by Julie Campoli will be held in January, 2015.
- The tree committee is doing a tree inventory in the village and discussed working with property owners to plant trees on private property.
- At the recent VRAN meeting return of train service to Montreal was discussed. There was mention of Regional Planning and VTrans discussing a more formal design of the train station.
- The lease, maintenance and construction agreements for the multi-use path along the railroad tracks from Central Street to Grove Street are signed. The project will be put out to bid and construction started in spring, 2015.

7. ADJOURNMENT

MOTION by Nick Meyer, SECOND by Andrew Boutin, to adjourn the meeting.

VOTING: unanimous (6-0); motion carried.

The meeting adjourned at 7 PM.

Rcdg Scty: MERiordan 

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



P: 802-878-6944
F: 802-878-6946
E: admin@essexjunction.org

November 13, 2014

Vermont Economic Progress Council
c/o Fred Kenney, Executive Director
National Life Building, Drawer 20
Montpelier, VT 05620-0501

Re: Letter of Support for Flex-A-Seal, Inc.

Dear Mr. Kenney,

The Village of Essex Junction submits this letter of support for Flex-A-Seal.

It is my understanding that the expansion project under consideration is not in conflict with any Village Plan provision or zoning requirement. Moreover, as long as any necessary approvals are received from the Village Planning Commission and Zoning Board and Act 250 permitting bodies, this project would be well within the desires of the Village, its Plan and its overall hopes to not only attract business but to provide an environment for business expansion in Essex Junction and surrounding areas.

The Village of Essex Junction supports any effort to create jobs, increase existing employment opportunities and provide for a growth environment for our current businesses.

Again, Essex Junction wholeheartedly supports the application for this project. Please do not hesitate to contact me for any additional needed information as required.

Sincerely,

Patrick C. Scheidel
Municipal Manager

RECEIVED

NOV 19 2014

Village of Essex Junction

For Immediate Release: November 17, 2014

Media Contact: David Mears, 802-828-1556

VERMONT AGENCY OF NATURAL RESOURCES
Press Release

New Report Outlines Priority Actions to Improve Vermont's Water Quality

MONTPELIER, Vt. —Vermont's Clean Water Initiative was released today by the Agency of Natural Resources. Required by the Vermont General Assembly, this report outlines the priority actions needed to improve water quality statewide and recommends funding options to meet the first stage of funding needs for these improvement programs. This report also fulfills an obligation to the United States Environmental Protection Agency (EPA) which is overseeing Vermont's efforts to control pollution into Lake Champlain.

"Clean water is essential to all Vermonters," said Governor Peter Shumlin. "This report is another important step forward in our effort to protect our streams, rivers, ponds and lakes."

Written in collaboration with the Agency of Transportation, the Agency of Commerce and Community Development, and the Agency of Agriculture, Foods and Markets, the report summarizes lessons learned from previous clean water efforts and recommends strategies for building on those lessons to restore and protect the state's waters.

The strategies include:

- increasing the capacity of state and local partners to meet clean water goals;
- updating accepted farming and logging practices;
- improving stormwater runoff management in parking lots and roads;
- restoring and protect river corridors, floodplains, wetlands, and forest cover; and
- increasing investments in municipal wastewater treatment infrastructure.

Implementing these practices will benefit water quality, safeguard Vermont's tourism industry, and create new jobs. The report also outlines potential funding initiatives, including a mix of federal, state, and private funds, for the legislature to consider.

"The people of Vermont care deeply about clean water and are committed to protecting it -- we are responding to that sentiment in releasing this report," said David Mears, Commissioner of the Vermont Department of Environmental Conservation. "The report provides a map to achieve our goals and we look forward to discussing it with the Legislature this session."

Vermont's Agriculture Secretary Chuck Ross agreed. "Clean water is a critical priority to everyone in the Vermont community. Only through a concerted, collective effort will we meet

our goals. That's why I'm so pleased so many stakeholders in our community are joining in this initiative – by working together, we will find ways to improve the water quality of our state.”

State agencies will be working with federal partners, municipalities, farmers, businesses, loggers, environmental advocates, and landowners to implement the priority actions as part of the clean water initiative to reduce phosphorus runoff in the Lake Champlain Basin and statewide. These coordinated efforts will serve as a model for water quality actions to be applied across the state.

On a related note, the U.S. Environmental Protection Agency (EPA) recently announced that it will be holding public meetings in western Vermont on November 17–19 to discuss the next steps in the Lake Champlain cleanup process. As part of those meetings, the priority actions in this report that affect that process will be reviewed in greater depth.

For more information about the EPA's November meetings and to download the report, go to the Department of Environmental Conservation's Restoring Lake Champlain website at <http://www.watershedmanagement.vt.gov/erp/champlain/>



MEMO

TO: Village Trustees and Pat Scheidel, Municipal Manager
FROM: Patty Benoit, Administrative Assistant *Patty*
DATE: December 1, 2014
SUBJECT: Budget for Cleaning Services at Lincoln Hall and Brownell Library

Issue:

The issue is our cleaning contractor abruptly quit the day before Thanksgiving and we had to quickly find a replacement. We chose Above and Beyond of Colchester, the company spin-off that has been doing the town office, library and the new police facility.

Discussion:

Our cleaning contractor of 15 years was charging very good rates but we have not been completely satisfied with their services. They were asked to make some improvements to Lincoln Hall's cleaning last year and were able to comply. When the Interim Library Director sought some improvements to the cleaning regimen, she was met with resistance. There was never a contract with this company when they were hired in 1999. It had been a verbal agreement with the Village Manager.

Cost:

We negotiated a reduced schedule of cleaning with Above and Beyond as is done at the town, and Village costs will not increase. We are confident that the new schedule will be sufficient and will not have a negative impact on our staff or citizens. We also believe that we will get better service for the same cost.

Recommendation:

This memo is for informational purposes only.

Service Agreement

The Undersigned **Village of Essex Junction** ("CUSTOMER") hereby accepts the proposal of **Above & Beyond**, and the parties agree that Above & Beyond will supply Health-Based Cleaning Services for Customer's premises located at:

•Address:

2 Lincoln Street
Essex Junction, VT 05452

Upon the following terms:

Village Office Cleaning Pricing: \$37.50 per time (\$150.00 per week)

Library Cleaning Pricing: \$96 per time (\$480 per week)

-Other Services Available Upon Request and Billed Separately

1. (a) The term of this service agreement is for six (6) months. This six month period shall begin on the date services are scheduled to begin. This service agreement shall automatically extend for additional one (1) year periods, unless at least Fifteen (15) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

(b) **Termination/Notice:** If a party to this service agreement fails to perform according to its obligations (the non-performing party"), the party claiming non-performance shall send the non-performing party written notice by certified mail, specifying the manner of non-performance. This notice will provide that the non-performing party will have Fifteen (15) days from receipt of the notice to cure or correct the items of non-performance. If these items have not been corrected or cured within this Fifteen (15) day period, the claiming party may issue a Thirty (30) Day written notice of termination and/or pursue other available remedies for default.

(c) Notwithstanding the above, **Above & Beyond** may, but shall not be obligated to, terminate this service agreement immediately for non-payment by CUSTOMER for cleaning charges due hereunder.
2. The service charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise **Above & Beyond** accordingly, and an adjustment in the service charge, as agreed to by the parties, will be made.
3. CUSTOMER agrees that it will not employ or contract with any **Above & Beyond** Service Providers during the term of this service agreement or for one hundred and eighty (180) days after termination of this service agreement, without **Above & Beyond** written consent.
4. **Above & Beyond** will bill CUSTOMER monthly, and CUSTOMER agrees to pay **Above & Beyond** the amount that is due and owing under the terms of this service agreement within 15 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay **Above & Beyond** attorney's fees and costs for collection.

5. The undersigned warrant and represent that they have full authority to enter into this service agreement, and that it will be binding upon the parties and their respective successors and assigns.
6. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this service agreement shall be valid unless in writing and executed by **Above & Beyond** and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to **Above & Beyond** becomes a part of this Service Agreement, and **Above & Beyond** shall not be bound by any such terms and conditions.

Service Includes:

Library 5 Days a Week.

Schedule: 3 Full Cleans Weekly and 2 Bathroom Cleans Weekly

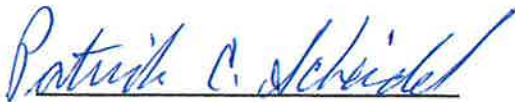
Village Offices: 3 Full Cleans and 1 Bathroom Clean Weekly

Basic Supplies are such as Toilet Paper, Paper Towels, Multi-fold, Soap, Lunch Napkins, Facial Tissue are available for Purchase

Additional Services available upon request and are Invoiced Separately

Customer

Above & Beyond



Signature and Date



Court Taylor -Above & Beyond

Patrick C. Scheidel
Print Name and Title *manager*

Court Taylor
Above & Beyond

11/28/14
Date Services Start:

Memo

To: Pat Scheidel, Village Manager
From: Susan McNamara-Hill, Village Clerk *SMH*
Date: January 6, 2014
Subject: Annual Meeting Deadlines

Following are some of the deadlines that are coming up for the 2015 Annual Village Meeting. The Annual Village Meeting will begin on Wednesday, April 1, 2015 (Budget adoption) and will be adjourned until April 14, 2015 for Australian ballot items (officers and bond vote). The Warning for the Annual Meeting should be adopted and posted between February 20th and March 2nd.

- February 2, 2015 Nominating Petitions for Village Trustees, Moderator and Library Trustee will be available at the Village Clerk's office (deadline to file with 30 valid signatures is March 9th)
- February 17, 2015 Last day to file petitions signed by at least 5% of the voters with the Village Clerk for Articles to be included in the Village Meeting Warning. *(Not less than 45 days before Annual Meeting or the next day which is not a Saturday, Sunday or legal holiday.)*
- February 24, 2015 Regular Village Trustees Meeting - Adopt Warning for Annual Village Meeting *(No earlier than 40, nor later than 30 days before Annual Meeting)*
- February 20th through
March 2nd Annual Meeting Warning to be posted in two public places, plus in or near the Clerk's office and Village web site, between these dates. *(No earlier than 40, nor later than 30 days before Annual Meeting)*
- March 9, 2015 5:00 p.m. - deadline for nominating petitions to be filed with Village Clerk *(6th Monday before Election)*
Each petition must contain 30 valid signatures.
- March 25, 2015 Ballots must be ready by this date.
- March 20, 2015 Publish Budget and send in Newsletter by this date. *(Budget must be published at least 10 days before meeting).*
- March 25, 2015 5:00 p.m. deadline to register to vote (for meeting).
- March 26, 2015 Publish Warning in Essex Reporter. *(Warning must be published at least 5 days before meeting).* Deliver to paper by 5PM March 16th.
- April 1, 2015 Annual Meeting - 7:00 p.m. Essex High School (Community Supper 6:00)
- April 8, 2015 5:00 p.m. deadline to register to vote (for April 14th election)
- April 14, 2015 Annual Election - Polls open 7:00 a.m. to 7:00 p.m.
(Essex High School)
Note: The vote will be with the school election.



89 Main Street, Suite 4
Montpelier, Vermont 05602

Directions to the Capitol Plaza:

Take Exit 8 off Interstate 89. Exit ramp will merge with Route 2. At second stop light, turn left onto Bailey Avenue. At intersection, turn right onto State Street. Vermont State House is on your left; Capitol Plaza Hotel is one-half block farther on the right.

Parking is available behind the Plaza, and parking permits will be emailed in advance.

TOWN MEETING TUNE-UP

Tuesday, February 10, 2015

Capitol Plaza Hotel and Conference Center
Montpelier, Vermont

PRSRST STD
U.S. POSTAGE PAID
MONTPELIER, VT
PERMIT NO. 358



**Board of Trustees
Essex Junction Village
2 Lincoln St
Essex Junction VT 05452-3154**

RECEIVED

DEC 19 2014

Village of Essex Junction

TOWN MEETING TUNE-UP - TUESDAY, FEBRUARY 10, 2015

WHO SHOULD ATTEND AND WHY

This workshop is designed for moderators, selectboard members, town clerks, town managers and administrators, and all local officials who are interested in learning how to run Town Meeting. The content is geared toward new moderators as well as seasoned veterans. It focuses on the statutory requirements for Town Meeting, *Robert's Rules of Order*, recent pertinent court cases, and best practices for making it through Town Meeting unscathed.

Is there an article on your town meeting warning you would like to discuss? Register and email your question by Friday, January 30, to afriedman@vlct.org with Town Meeting Tune-Up in the subject line.

PRESENTATIONS AND SPEAKERS

Ruling the Unruly: How to Moderate Town Meeting
Edward Chase, Moderator, Town of Westford

Lunch (provided) with reflections on Vermont Town Meeting and the new book, *The Vermont Way: A Republican Governor Leads America's Most Liberal State*
Honorable Jim Douglas, former Governor of Vermont

Share Your Town Meeting Stories, Best Practices, and Lessons Learned: A Roundtable Discussion
Garrett Baxter, Senior Staff Attorney, VLCT Municipal Assistance Center; Edward Chase, Moderator, Town of Westford; Steven Jeffrey, VLCT Executive Director and Moderator, Town of Northfield; William Senning, Director of Elections, Office of the Vermont Secretary of State

REGISTRATION FEE (PER PERSON):

- \$60.00 VLCT PACIF Members
- \$90.00 VLCT Members
- \$150.00 Non-Members

**PLEASE REGISTER
BY FEBRUARY 3.***

To see a detailed agenda and register online, visit vlct.org/eventscalendar, and click on the workshop title.

Questions? Contact VLCT at 800-649-7915 or info@vlct.org.

** Please include an additional \$10.00 per person for registrations received after the deadline above. For a full refund, please cancel in writing by the same deadline.*

REGISTRATION BEGINS AT 8:30 A.M. THE WORKSHOP ENDS AT 2:50 P.M. A LIGHT BREAKFAST AND LUNCH ARE INCLUDED.

SAINT JAMES EPISCOPAL CHURCH

4 St James Place, Essex Junction, Vermont 05452
(802) 878-4014 www.stjamesvt.org



RECEIVED

JAN 05 2015

Village of Essex Junction

December 30, 2014

Village Trustees
2 Lincoln Street
Essex Junction, VT 05452

Dear Village Trustees,

On behalf of the Essex Junction Children's Summer Lunch Program (Also known as the Ecumenical Lunch Bunch), I want to thank the Village Trustees for their generous gift of \$500 to the program in 2014, when we saw the number of children enrolled in the program increase 73% over 2013. One of the Ecumenical Lunch Bunch volunteers focused on reaching more families last summer, and she did a great job. All the enrolled children were eligible to receive free school lunch during the school year. By the end of the summer we delivered to children's homes, enough food for them to prepare a total of 6,750 lunches.

During summer vacation, low income families find it difficult to afford food for the five lunches per week provided free to their children by the school lunch program during the school year. To help meet this need, four churches in Essex Junction work together each summer to provide lunches for some of those children. The churches are Grace United Methodist, First Congregational, St. James Episcopal, and Holy Family - St. Lawrence Roman Catholic. Here is what some parents told us on their applications:

"It is hard worrying about your children's next meal. Thanks so muchThis means a lot to our family."
"I can't pay any bills and might get evicted."
"I just went back to work but I only get 8-12 hours per week."
"I am part of the 'working poor'."

This is an all-volunteer program, supported by non-perishable food drives among the churches. Financial gifts from individuals, businesses and organization provide funds to purchase the fresh foods every week (whole wheat bread, milk, cheese, yogurt, lunch meat, hot dogs and fresh fruits and vegetables.) In 2014 more than fifty-three volunteers worked tirelessly to make the Ecumenical Lunch Bunch a success. They attended meetings, managed inventory, studied supermarket flyers, shopped for perishables, bagged groceries, delivered groceries to the families and monitored the budget. Each of them is a blessing. More complete information is found in the enclosed 2014 program report.

Once again, thank you for your generous gift to this program.

Faithfully,

A handwritten signature in cursive script that reads "Mary Carlson".

Chair, Ecumenical Lunch Bunch Committee

2014 ESSEX JUNCTION CHILDREN'S SUMMER LUNCH PROGRAM

(Also known as the "Ecumenical Lunch Bunch")

Prepared 11/28/14

In Essex Junction, foods for 6,750 lunches were delivered to 135 children in 58 families over a period of 10 weeks, June 17 – August 19. All the children were eligible to receive free lunch in Essex Junction schools during the school year. In 2014 this program saw a significant increase in both family and volunteer participation.

	<u>2013</u>	<u>2014</u>	<u>Increase</u>
Families	32	58	81%
Children	78	135	73%
Lunches	3,900	6,740	73%
Volunteers	34	53	56%
Delivery Routes	8	12	50%
<u>% of Families:</u>	<u>2013</u>	<u>2014</u>	
Enrolled in 3SquaresVT	84%	79%	
New to the program	19%	59%	
Recruited thru schools	25% (est.)	55%	

This all-volunteer program has operated every summer since 2003. Four community churches make this possible.....First Congregational, Grace United Methodist, Holy Family-St. Lawrence Roman Catholic and St. James Episcopal. Families were recruited through information sent home in one of the regular Friday "back pack" notices sent by the schools, the Heavenly Pantry Food Shelf, direct mailings to previously enrolled families, and referrals to new families from previously enrolled families.

MORE THAN 53 VOLUNTEERS MADE THE PROGRAM POSSIBLE: Twenty-two were from St. James; the balance were from the three partner churches and the community at large. Volunteer roles included recruiting participating families, fundraising, menu planning, shopping, bagging foods for delivery, delivering to homes, management of non-perishables inventory, spreadsheet management to insure we had enough non-perishable foods and to insure we were staying on budget throughout the summer.

It is estimated this group provided at least 750 hours of volunteer time over the summer. At a value of \$21.65 per hour, this is a \$16,238 gift to ELB. (\$21.65 per hour is the 2013 Vermont volunteer hourly rate. Source: Independent Sector, the leadership network for nonprofits, foundations, and corporate giving programs committed to advancing the common good in America and around the world.)

FOOD QUANTITIES DISTRIBUTED

Perishables purchased:

68 pounds grapes
 135 apples
 64 boxes strawberries
 1,248 bananas
 814 peaches
 135 plums
 120 pints grape tomatoes
 81 pounds baby carrots
 130 pints blueberries
 585 loaves whole wheat bread
 1,181 yogurt cups
 153 pounds hot dogs
 139 pounds sliced cheese
 20 pounds donated Cabot Cheese
 72 pounds sandwich meat
 2,360 hot dog buns
 525 gallons milk
 5 gallons soy milk

Non-perishables collected in food drives***

36 jars applesauce
 745 single-serve applesauce
 245 cans baked beans
 136 fifteen ounce cans fruit
 301 single-serve fruit
 760 granola bars
 127 jars jelly
 232 jars peanut butter + 3 jars almond butter
 903 juice boxes
 623 boxes macaroni and cheese
 117 jars mayonnaise
 871 cans tuna
 670 single-serve pudding
 390 single-serve microwave popcorn
 133 individual packs cookies & 2 packs chips
 (Final week treat)

***\$5,470 value of donated non-perishable foods

Non-perishable foods came from food drives carried out by the churches in late spring and during the summer. Funds to provide the perishable foods came from the churches (First Congregational, Grace United Methodist, and St. James Episcopal), from Vermont Catholic Charities, Catholic Daughters, the Essex Junction Lions Club, the Village of Essex Junction, and thirty-five individual donors. Hannaford and Price Chopper in Essex, Mac's Market in Essex Junction and Shaw's in Williston continued to accommodate our ongoing need for perishable foods. These included yogurt, hot dogs and buns, Sandwich meat, sliced cheese, and fresh fruits and vegetables. Koffee Kup Bakery delivered our bread supply to St. James every Tuesday morning. Central Beverage in Essex Junction was our milk supplier, for the ninth year in a row. Cucumbers and cherry tomatoes came from a small garden at St. James.....planted, weeded, loved and harvested by a St. James family.

FINANCE REPORT: \$8,026.99 Receipts 2014
 -7,914.89 Expenses 2014
 \$ 112.10 Balance

God's blessings abound – to the children served, the volunteers serving, and the community at large. Thanks be to God.

**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF MEETING
November 10, 2014**

BOARD OF TRUSTEES: George Tyler (Village President); Dan Kerin, Andrew Brown, Elaine Sopchak, Lori Houghton.

ADMINISTRATION: Pat Scheidel, Municipal Manager; Lauren Morrisseau, Assistant Manager & Finance Director; Jim Jutras, Water Quality Director; Rick Jones; Public Works Superintendent; Rick Hamlin, Village Engineer.

OTHERS PRESENT

Essex Town Selectboard: Max Levy, Irene Wrenner, Michael Plageman, Andy Watts, Brad Luck.

Essex Town Admin: Brendan Keleher, Doug Fisher, Dennis Lutz, Aaron Martin.

Citizens: Dorothy Bergendahl, Linda McKenna, Greg Morgan, Nick & Bridget Meyer, John Fitzgerald, Bruce Post, Don Weston, Jason Starr (*Essex Reporter*), Mike Donahue (*Burlington Free Press*).

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 the agenda.

3. APPROVE AGENDA

MOTION by Elaine Sopchak, **SECOND** by Andrew Brown, to approve the agenda as presented. **VOTING: unanimous (5-0); motion carried.**

4. GUESTS, PRESENTATIONS, PUBLIC HEARINGS

1. Comments from Public on Items Not on Agenda

Consolidating Public Works Services

Linda McKenna, School Street, spoke of the quality work being done on School Street by the village public works crew and the great communication with the residents by the Village Engineer. Ms. McKenna expressed concern about portions of the public works consolidation plan because the village and town departments have different agendas, infrastructure, and histories, and with a combined list of priorities the ones identified by the village may get bumped and not done. For example, the village public works department has plowing issues that are different from the town's because the village has lots of sidewalk and children walk to school. Children in the town ride a bus to school. Ms. McKenna asked what the gain will be for the taxpayer by consolidating the public works departments. George Tyler explained the Trustees have the same concerns so the consolidation is a temporary trial run (three year MOU). In terms of engineering projects and control of the public works department nothing will change. The consolidation is at

the oversight and administrative level of the organization. The village and town and an independent entity will review and evaluate the consolidation at the end of the three year trial period.

Connector Road through IBM Property

Dorothy Bergendahl, Taft Street, suggested suspending the crescent connector and discussing with Global Foundries a connector road through the former IBM property to avoid Five Corners completely. George Tyler said the idea can be mentioned to staff, but significant funds have been invested in the crescent connector project and two years of work up to this point. Ms. Bergendahl was urged to talk to the Village Development Director, Robin Pierce, about the suggestion.

5. OLD BUSINESS

None.

6. NEW BUSINESS

1. FY2016 Proposed General Fund Capital Plan

Lauren Morrisseau reported the Capital Review Committee listed the following six projects in ranked priority order:

1. Railroad Avenue water line (Lincoln to Central)
2. Pearl Street sidewalk (West St. to Susie Wilson)
3. Algonquin water line (Cherokee to Iroquois)
4. Lincoln Hall restoration
5. Main Street sidewalk and lighting (possible grants to be received)
6. Central Street water line (Lincoln to Main)

The library requested new carpet to replace the existing carpet which is presenting a tripping hazard. The carpet is included in the capital plan though not ranked by the committee. A surplus is anticipated in the FY14 General Fund. Staff proposes the voters be asked to transfer \$74,529 from the General Fund to the Capital Fund and that the annual contribution to the Capital Fund be increased to 7.5%. The cost of the capital plan in FY16 is \$419,186 with \$30,825 additional cost from the General Fund.

Dan Kerin stated water line replacement should be the top priority due to health and safety issues and the potential cost to the community. Andrew Brown explained the ranking criteria used by the committee for prioritizing projects. Pearl Street sidewalk ranked higher than some water line work due to a high score on the safety and health criterion. Mr. Brown added if the contribution to the capital fund is not increased the village will not be able to complete the listed projects in the next 20 years. Lauren Morrisseau noted the first bond project went well and it may be possible to repurpose some of the funds toward other projects on the list.

Rick Hamlin, Village Engineer and member of the capital committee, explained the work to be done on Pearl Street to continue the narrowed travel lanes (from CVE to Susie Wilson Road) and add bike lanes, move back the curb and install 5' wide sidewalk. VTrans will be paving Class 1 highway (Route 15) and may move the curb so the village will not have that expense. The sidewalk can be installed later, but it is better to do the

work before the road is repaved to avoid damage to the new pavement. With regard to addressing the water line on School Street now, once the pipe was uncovered it was obvious replacement was necessary due to the condition of the pipe. The water line work on Railroad Ave. is to complete the water line loop and provide better fire protection and be able to sprinkler buildings per code. The water line work on Algonquin will loop what is now a dead-end line. There are water quality issues with dead-end lines. Main Street drainage enclosure will be done in the spring followed by the Maple Street culvert. Once school is out for the summer the Hillcrest drainage will be done and then the other projects on the list.

7. VILLAGE MANAGER'S REPORT

1. Meeting Schedule

- December 9, 2014 @ 8:00 – Budget Day (full day meeting)
- January 13, 2015 @6:30 – Regular Trustees Meeting
- January 27, 2015 @ 6:30 – Regular Trustees Meeting
- February 10, 2015 @ 6:30 – Regular Trustees Meeting
- February 24, 2015 @ 6:30 – Regular Trustees Meeting

Special Meetings/Events

- December 12 @ 6 PM – Tree Lighting and Train Hop

2. Daily Operations

Meetings continue with staff. Work is ongoing on the draft budget. There appears to be efficiencies to be realized with consolidation of services, but the consolidation needs to be tested to confirm this. Any savings will be transferred to future budgets.

3. Meeting in December

A second meeting will be scheduled in December if necessary.

8. TRUSTEES COMMENTS/CONCERNS & READING FILE

1. Board Member Comments

None.

9. CONSENT AGENDA & READING FILE

MOTION by Andrew Brown, SECOND by Lori Houghton, to approve the consent agenda as follows:

- 1. Approve Minutes of Previous Meeting 10/28/14**
- 2. Approve Warrants Check #10050298 to Check #10050386 totaling \$120,629.34.**

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

MOTION by George Tyler, SECOND by Andrew Brown, to recess until the joint meeting with the Essex Selectboard is convened. VOTING: unanimous (5-0); motion carried.

10. JOINT MEETING WITH ESSEX SELECTBOARD

1. Consolidated Services

Essex Town Engineer, Dennis Lutz, prefaced his report on consolidating services in public works, highway, and storm water by noting the following:

- The plan must be driven by the plan and not personalities.
- Many people helped put the plan together and were cognizant of improving services and resolving perceived inequity in taxing of the village and town.
- Differences and issues must be dealt with, such as the employee union in the town and the employees association in the village, health care differences, separate books for the town and the village.

Shared Storm Water Cost

Mr. Lutz pointed out:

- There is a joint storm water committee with the village and town in place now.
- Both communities hold MS4 permits and have impaired waterways.
- There is a flow restoration plan for both the village and town.
- Both communities have budgets for storm water.
- The proposal will consolidate the budgets and remove storm water costs from the highway budget and put them into the storm water budget.
- There will be a separate town tax rate for storm water on the tax bill.
- The village and town will run their own programs.
- Impact on a house valued at \$280,000 at the current tax rate would be a \$14 reduction in village taxes and a \$10 increase in town taxes.

Jim Jutras, Water Quality Director, said it makes sense to work together. The joint storm water committee is off to a good start. Adjustments will be made as necessary. George Tyler added the village and town need to be in a good position going forward with storm water because the issue is not going away. Max Levy observed storm water is a community-wide issue.

MOTION by Dan Kerin, SECOND by Lori Houghton, that the Village Board of Trustees concurs with the Concept Plan for Storm Water Permitting and Management as set forth in the Town Public Work's Staff Study on the subject, dated 1 November 2014, and to direct the Municipal Manager to submit budgets to each respective board consistent with the plan. VOTING: unanimous (5-0); motion carried.

Shared Public Works Plan

Dennis Lutz noted:

- The overall goal is to provide quality service, maintain infrastructure, and protect the health and safety of the public.
- The town and village public works departments operate slightly differently with the town centralized under one department head and the village decentralized with different department heads or consulting services. Both the village and town public works departments report to the municipal manager.

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- Both departments have essentially the same equipment except the town has a grader (village does not) and the village has a vacuum truck (town does not). Both the village and town operate on a similar equipment replacement schedule.
 - The shared plan is to form a single public works department for a three year period that would report to the municipal manager. The superintendent positions in the village and town would report to the town public works director, but each would supervise their own departments. Water and sanitation would remain in the village. Water and sewer would remain under town utilities. Highway in the village would remain in the village budget and highway in the town would remain in the town budget. The consulting engineer for the village would continue in the village, but coordinate through the town public works department for long term infrastructure planning. Complaints would be handled by the town public works department.
 - The consolidated public works department cannot expand without the addition of an engineering tech employee plus added funds.
 - Village costs for paving and equipment would be separated out of the highway budget.
 - The village highway budget less paving would be incorporated into the town budget as a line item. The town budget is presented at annual meeting and voted by Australian ballot.
 - The public will have to be educated on the shared public works management plan.
 - Roads will have to be evaluated for future maintenance (road inventory and assessment would be done by a third party).
 - One capital equipment replacement fund will be formed in the future.
 - The village will continue to pay for paving and equipment replacement per the village schedule, and water and sewer costs in the village. Highway funds from the village will be part of the town budget and disbursed to the village for expenditure.
 - Tax impact of consolidated public works management on a house valued at \$280,000 is \$15.12 or a half cent tax increase to cover costs for both the village and town.
 - Impact of consolidating storm water, public works, and highway on a house valued at \$280,000 is a .16 cent tax decrease in the village of \$4.48 and about a 1.46 cent tax increase in the town or \$40.88.
 - Goals of the consolidated plan include:
 - One complaint point for efficient response
 - GIS for the entire community
 - Community-wide winter operations plan
 - Combined records in one location
 - Road inventory and assessment
 - Continued review of the highway budget to find cost savings
 - Streamlining of operations and public works specifications consistent with the town and village
 - Overview of the highways
 - Communications with both boards and the community
 - Plan for the future

- Seek public input

Mr. Lutz reviewed the recommendations outlined in the memo to Pat Scheidel, dated 3 November 2014, to concur with the proposed shared public works management plan and sign the three year MOU as the trial period.

TRUSTEES/SELECTBOARD/ADMINISTRATION COMMENTS

- Brad Luck said it would be helpful to demonstrate more immediate savings for the town, rather than an increase in cost with the shared plan. Also, per the proposal the Trustees approve the village highway budget and send the budget to the town as a line item in the town budget which is voted at town meeting. The village votes on the village highway budget at the village annual meeting. The village should voice comment at town meeting on the highway budget or at the town budgeting meetings prior to annual meeting and not vote at the village annual meeting. The village's voice is through the town budgeting process. Rather than showing village highway as a line item in the budget, the village and town public works budgets should remain whole and separate so the full cost is known. The Intergovernmental Transfer line item should be augmented with what goes back to the village.
- George Tyler commented with the plan the town is voting on the village highway budget as revenue and the village is voting on the highway budget as income and expenditure.
- Dennis Lutz said the procedure equates to who is paying for what and dispels the argument of paying for something and not receiving anything in return.
- Pat Scheidel pointed out there is one pot of money for one process. The village could decide to spend more on highways, but that would be a separate item. The vote at the March 2015 annual meeting will be on a budget that includes Year 1 (starting in July 2015) of the three year MOU. The budget numbers will be refined through the three year period.
- There was mention of potential for the budget to be amended or voted down at the town or village annual meeting. Lori Houghton questioned who decides how the line item will be changed should the budget be voted down by the townspeople. Pat Scheidel said staff would revise the budget for acceptance by the Essex Selectboard if the budget is voted down at the town annual meeting.
- Elaine Sopchak suggested the MOU include language requiring the Essex Selectboard to convene with the Village Trustees to discuss the budget if it is defeated at annual meeting.
- There was mention of the additional employee in the consolidated public works management plan. Dennis Lutz explained existing staff cannot be stretched any further to take on additional responsibilities and cannot be asked to make decisions outside their areas of expertise. Sharing services may free up some time as will contracting out tasks when necessary, but having the entire community under the town public works director adds 10,000 more people to be served which in all likelihood means more complaints to handle. An engineering assistant or civil inspector for public works plus the water and sewer departments is needed to help resolve problems. The consolidation plan will not work without the assistant

position. Pat Scheidel stated costs and additional revenue generated by the added person needs to be shown.

- Brad Luck said the proposal at cost neutral would be easier for the public to accept. Dan Kerin added people will not agree to the plan if there is a cost impact. Max Levy said there must be investment before there is savings. Doug Fisher calculated the shift is in Year 1. The savings is in trying to decrease future increases.
- Elaine Sopchak said the village has lots of road projects in the Capital Plan that are ranked in priority and this ranking needs to hold with the consolidation. Dennis Lutz explained the town road management plan is a schedule for resurfacing roads until rebuild and then the project goes into the capital plan so the entire package is reviewed. The three year trial period for service consolidation may set the stage for management of the road program in the future.
- Elaine Sopchak mentioned the village and town seeking bonds together in the future for roads in the collective community. Pat Scheidel confirmed this is a possibility.
- Pat Scheidel observed the community cannot continue to incur costs that are mounting. The approach has to be together as one community. Dennis Lutz added there is potential to secure better pricing by combining work for paving in one bid, for instance.
- Lori Houghton spoke in support of a three year trial period and being able to walk away thereafter if warranted. Ms. Houghton stressed there is a ‘village way’ and this should not be lost. It is hoped the entire community can act this way. There are some items in the consolidation that fall under the Selectboard realm which impact the village and these items need further discussion. Also, a matrix for success needs to be defined before moving forward with the consolidation.
- Dan Kerin stated the cost effectiveness of contracting services, rolling stock, and such versus consolidation needs to be researched.
- Dennis Lutz said he sees two roles: a leadership management role and a service provider role. Who is responsible for what needs to be defined.
- Rick Jones assured the public works crew works for the Trustees and will do what the Trustees decide with support of the voters. Elaine Sopchak said the Trustees are aware people are extremely happy with the service from the village public works department.
- Pat Scheidel acknowledged the ‘village way’ and assured the consolidation will not lose any quality of service, but with efficiencies hopefully improve service.
- Elaine Sopchak emphasized the need for concise, understandable, clear communications with the public to avoid confusion that could scuttle the plan. The communication has to say what the consolidation is trying to do and what the benefits will be. Max Levy agreed innovative outreach is needed.
- Elaine Sopchak urged thinking concurrently about governance now and in the future. The voters are being asked to consider much (shared services, how to vote the budget, consolidating school districts).

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- Bruce Post, Cindy Lane, stated innovative outreach is reaching out to people before a decision is made. Complexity is being layered over the core problem that has not been dealt with and that is merger. The overlays may or may not lead to savings and the proposal is to have the consolidation done through the budget process that is approved by a small fraction of the voters who attend the annual meeting. The merger vote was voted by 8,000 people. Mr. Post urged having more fundamental discussion about the merger issue and not doing merger through the budget process.
 - Rick Hamlin, Mansfield Ave., stated the village engineer serves year-to-year and the Trustees and Municipal Manager can decide to make a change. Hamlin Engineering has served as village engineer since 1996, but that process will come to an end with the consolidation. Change is difficult and hard and involves risk. The safety net envisioned of going back to the way things were if the three year trial does not work is not realistic. The workers in the public works department are highly skilled and may not like the consolidation so they may migrate away. It has taken a long time for the village to build the team of workers and it may not be possible to rebuild the team three years from now.
 - Don Weston stated the town and village have different way of doing things and with the consolidation what works for the village may not work for the town and vice versa.
 - Bridget Meyer said if there is agreement philosophically that shared serves are beneficial on some level then those details need to be discussed, but governance needs to be discussed first. Also, communication is paramount. George Tyler noted there was a merger vote in 2006 that would have simply combined all departments. The change would have been drastic. The proposed consolidation is approaching sharing of services in steps. Max Levy added synergies and best practices have to be identified that likely would result in cost savings, but this will not be known without working together and providing the same quality services. Pat Scheidel cautioned against making too many promises because the consolidation may not work, but it is believed there will be a cost savings and if not then the next steps will become clear. There is confidence the employees will remain as today, but the community must do something to afford the same quality of services delivered presently.
 - John Fitzgerald, resident, urged finding a way to bring the consolidation before all the people and have a public ballot vote. George Tyler reiterated the proposal is for a trial run. Going forward the item will be on the ballot and the community will have input.

CLOSING COMMENTS

- Dennis Lutz observed there are two excellent public works departments providing quality services. The community needs to decide the vision five years in the future. The time is right to see if consolidation will work and if it does not then it is fine to maintain services as currently delivered. There are some cost shifts, but the consolidation cannot be done cost neutral.
- Max Levy said services maintained or improved is one of the elements in the matrix.

- Pat Scheidel said the intent is to show the true cost in a conservative way.
- Irene Wrenner asked if the additional engineer will be hired regardless of the consolidation of services. Dennis Lutz clarified the important point is to find the right mix for the future, not necessarily adding more staff.
- George Tyler said the Trustees need to decide if there is concurrence generally with the plan and if management and staff should proceed as recommended.
- Pat Scheidel explained the action is to give staff permission to proceed with continued work on consolidation of services, further define the MOU, and go forth publicly with the proposal.

ACTIONS

Essex Selectboard voted unanimously that the legislative bodies of the village and town concur with the plan for the shared public works management effort as discussed and amended on 11/10/14 and direct staff of the village and town to present an MOU to the legislative bodies.

MOTION by George Tyler, SECOND by Dan Kerin, that the Board of Trustees concurs with the plan with amendments discussed for approving the public works budgets and to present an MOU at a future meeting. VOTING: unanimous (5-0); motion carried.

2. Establish Liaison Group to work with Global Foundries/Businesses

The liaison group will have up to seven representative members of different sectors of the community. Pat Scheidel will advertise for volunteers and candidates will be interviewed. There was mention of the Essex Economic Development Committee with the role of advising the Selectboard on matters of economic development, not business recruitment. The liaison group will be adjunct to the Essex Economic Development Committee. Mike Plageman suggested finding out how Global Foundries may feel about the liaison group.

George Tyler, Max Levy, and Pat Scheidel will draft a purpose statement for the liaison group and qualifications for membership.

11. ADJOURNMENT

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

The meeting was adjourned at 10:55 PM.

RScty: M.E.Riordan



VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF MEETING
DECEMBER 9, 2014

MEMBERS PRESENT: George Tyler (Village President), Dan Kerin (Vice President), Andrew Brown, Lori Houghton and Elaine Sopchak.
ADMINISTRATION: Patrick Scheidel, Municipal Manager; Lauren Morrissette, Assistant Manager and Finance Director.
GUESTS: Rick Jones, James Jutras, Robin Pierce, Chris Gaboriault, Wendy Hysko, Dorothy Bergendahl, Linda Costello, Mary Graf, Dennis Lutz.

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

George Tyler called the meeting to order at 8:00 a.m.

II. AGENDA CHANGES

Item for discussion:

- Resource Rearrangement Information

Remove from Consent Agenda and Add to Budget Work Session:

- Addition of \$15,000 to Wastewater Treatment Facility FYE 16 Capital Reserve Plan for aeration blower.

III. APPROVE AGENDA

MOTION by Dan Kerin, SECOND by Lori Houghton, to approve the agenda as amended.

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

IV. FYE 16 BUDGET WORK SESSION

Pat Scheidel and Lauren Morrissette presented the proposed budget in its entirety to the Trustees, followed by a series of meetings with department heads. The budget will be presented to the Trustees for final review on January 13th and move to public hearing on January 27nd.

MOTION by George Tyler, SECOND by Andrew Brown, to approve the addition of \$15,000 to the FYE 16 Wastewater Treatment Facility Capital Plan for an aeration blower. VOTING: unanimous (5-0); motion carried.

V. CONSENT AGENDA

MOTION by Andrew Brown, SECOND by Lori Houghton, to approve the consent agenda as amended:

a. Approve Warrants including Checks #10050387 through #10050475 for a total of \$668,292.24.

b. Approve Warrants including Checks #10050476 through #10050540 for a total of \$310,462.65.

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

VI. ADJOURN

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

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

The meeting was adjourned at 3:45p.m.

**VILLAGE OF ESSEX JUNCTION
BOARD OF TRUSTEES
MINUTES OF SPECIAL MEETING
JANUARY 6, 2015**

MEMBERS PRESENT: Dan Kerin (Vice President), Andrew Brown and Elaine Sopchak. Lori Houghton was present via telephone. (George Tyler was absent.)
ESSEX SELECTBOARD: Max Levy (Chair), Brad Luck (Vice Chair), Andy Watts, Irene Wrenner, and Michael Plageman.
ADMINISTRATION: Patrick Scheidel, Municipal Manager; Lauren Morrisseau, Assistant Manager and Finance Director.
GUESTS: Brendan Keleher, Dennis Lutz, Rick Jones, Jim Jutras, Greg Duggan and Doug Fisher.

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Dan Kerin called the meeting to order at 6:00 p.m.

II. JOINT MEETING WITH ESSEX SELECTBOARD: FYE 16 BUDGET WORK SESSION

The Trustees met with the Essex Selectboard regarding the FYE 16 Public Works, Highway and Stormwater budgets, as those Village and Town departments will be combined as of 7/1/15.

MOTION by Dan Kerin, SECOND by Andrew Brown, to move forward with the approach of the Town of Essex assuming 100% of the Village highway costs so that the outreach process can begin.

ROLL CALL VOTE: unanimous (4-0); motion carried.

III. ADJOURN

MOTION by Elaine Sopchak, SECOND by Andrew Brown, to adjourn the meeting.

ROLL CALL VOTE: unanimous (4-0); motion carried.

The meeting was adjourned at 7:55 p.m.

Minutes respectfully submitted by Lauren Morrisseau, Assistant Manager/Finance Director



Check Register Report

BL 12/23/14

Date: 12/19/2014

Time: 11:22 am

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Village of Essex Junction

BANK:

Check Nu	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
10050541	12/05/2014	Printed		10480	RESULTS, INC	TRAIN HOP MATERIALS-COM DEV	424.74
10050542	12/08/2014	Printed		9509	VERMONT HUMANITIES COUNCIL	1ST WED GRANT-LIBRARY	600.00
10050543	12/10/2014	Printed		10669	VERMONT HUMAN RESOURCES	HR LEADERSHIP MTG -ADM	15.00
10050544	12/10/2014	Printed		10397	DANNY DECOSMOS	ROAMING RAILROAD-COM DEV	1,090.00
10050545	12/11/2014	Printed		10456	KINGSBURY COMPANIES, LLC	COGEN UPGRADE-WWTF	59,342.83
10050546	12/23/2014	Printed		10508	ADVANCED DISPOSAL	GRIT REMOVAL-WWTF	293.33
10050547	12/23/2014	Printed		10007	AIRGAS EAST	TORCH CYLINDER LEASE-WWTF	26.28
10050548	12/23/2014	Printed		10159	AIV - ASSOCIATED INDUSTRIES OF	HR SEMINAR-ADMIN	55.00
10050549	12/23/2014	Printed		10290	ALDRICH + ELLIOT, PC	ENGINEERING-WW CAP R	11,428.39
10050550	12/23/2014	Printed		9337	AMERICAN LIBRARY ASSOC	SUPPLIES-LIBRARY	59.60
10050551	12/23/2014	Printed		9975	AMERICAN ROCK SALT CO, LLC	BULK ICE SALT-STREET	3,570.00
10050552	12/23/2014	Printed		0115	AUTO ELECTRIC INC.	ALTERNATOR REBUILT-STREET	185.00
10050553	12/23/2014	Printed		0156	BAILEY SPRING & CHASSIS INC	ENGINE REPAIRS-FIRE	260.00
10050554	12/23/2014	Printed		10301	DAVID A. BARRA, PLC	LEGAL SERVICES-VARIOUS	2,475.00
10050555	12/23/2014	Printed		9376	PATRICIA BENOIT	MILEAGE REIMB-ADMIN	30.24
10050556	12/23/2014	Printed		1655	BLUE CROSS BLUE SHIELD OF VT	INS PREMIUM-VARIOUS	31,725.83
10050557	12/23/2014	Printed		0239	BOND AUTO PARTS, INC.	10W-30 OIL-WWTF	6.58
10050558	12/23/2014	Printed		0268	BRODART CO.	CIRCULATION MATERIALS-LIBRARY	337.63
10050559	12/23/2014	Printed		0311	BURLINGTON DIESEL FUEL PUMP	NOZZLE HOLDER/GASKETS-STREET	551.40
10050560	12/23/2014	Printed		0347	RON BUSHEY'S AUTO INC.	TIRES-FIRE	68.00
10050562	12/23/2014	Printed		9941	BUSINESSCARD SERVICES	SEE ATTACHED SPREADSHEET	3,427.41
10050563	12/23/2014	Printed		0455	CANON SOLUTIONS AMERICA	COPIES-LIBRARY	30.69
10050564	12/23/2014	Printed		0457	CARGILL, INC SALT DIVISION	DEICER SALT-STREET	20,540.98
10050566	12/23/2014	Printed		9743	CARQUEST AUTO PARTS	AUTO PARTS-ST/WWTF	324.26
10050567	12/23/2014	Printed		0523	CCRPC	ORTHOPHOTOS-COM DEV	80.00
10050568	12/23/2014	Printed		10697	CENTEK LABORATORIES	GAS SAMPLE CONTAINERS-WWTF	225.00
10050569	12/23/2014	Printed		0490	CENTRAL VERMONT PROPERTIES	ROW LEASE -SEWER	55.00
10050570	12/23/2014	Printed		0503	CHAMPLAIN OIL COMPANY, INC.	VEHICLE FUEL-VARIOUS	2,638.39
10050571	12/23/2014	Printed		0500	CHAMPLAIN WATER DISTRICT	WATER USAGE-WATER	210,978.26
10050572	12/23/2014	Printed		05070	CHARLEBOIS TRUCK PARTS INC.	VEHICLE PARTS-STREET	68.32
10050573	12/23/2014	Printed		0525	CHITTENDEN SOLID WASTE DISTRICT	FEES & SUPPLIES-WWTF/STREET	102.54
10050574	12/23/2014	Printed		10353	CIVES CORP	SANDER PARTS-STREET	1,212.87
10050575	12/23/2014	Printed		2305	CLARK'S TRUCK CENTER	VEHICLE REPAIR-FIRE	1,049.63
10050576	12/23/2014	Printed		9788	COMCAST	CABLE TV-FIRE	13.63
10050577	12/23/2014	Printed		05898	CRYSTAL ROCK BOTTLED WATER	BOTTLED WATER-STR/LH	46.20
10050578	12/23/2014	Printed		10382	CVC PAGING (CENTRAL VERMONT	REPLACEMENT PAGER-WWTF	91.95
10050579	12/23/2014	Printed		0638	D & M FIRE & SAFETY EQUIPMENT	ANNUAL FIRE EXT MAINT-LIBRARY	35.00
10050580	12/23/2014	Printed		10401	DE LAGE LANDEN FINANCIAL INC	COPIER RENTAL-ADMIN	249.52
10050581	12/23/2014	Printed		100004	DOROTHY ALLING MEM LIBRARY	DAMAGED ADULT BOOK-LIBRARY	30.00
10050582	12/23/2014	Printed		10696	DAMARIS DRUMMOND	GRAPHIC DESIGN-RR AVE RECESS	180.00
10050583	12/23/2014	Printed		0644	DUBOIS & KING INC.	CRESCENT CONNECTOR-CAP R	30,826.99
10050584	12/23/2014	Printed		0700	EAST COAST PRINTERS	UNIFORMS-FIRE/STREET	1,966.90
10050585	12/23/2014	Printed		0710	ENDYNE, INC.	LAB TESTS-WWTF	384.00
10050586	12/23/2014	Printed		0780	ESSEX EQUIPMENT SALES	UNIFORMS&EQUIPMENT-STREET	182.47
10050587	12/23/2014	Printed		0795	TOWN OF ESSEX	MGR CONTRACT-ADMIN	4,786.25
10050588	12/23/2014	Printed		10011	FAIR POINT COMMUNICATIONS, INC.	PHONE-FIRE	2.88
10050589	12/23/2014	Printed		1935	FERGUSON WATERWORKS #590	SUPPLIES-WATER	138.80

Check Register Report

BL 12/23/14

Date: 12/19/2014

Time: 11:22 am

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Village of Essex Junction

BANK:

Chr Nl	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
10050590	12/23/2014	Printed		0833	BERNARD FLEURY	MEALS/MILEAGE REIMB-WWTF	305.97
10050591	12/23/2014	Printed		10226	G & K SERVICES	SUPPLIES-STREET	61.49
10050592	12/23/2014	Printed		0899	GAUTHIER TRUCKING CO., INC	RUBBISH REMOVAL-STREET	1,148.34
10050593	12/23/2014	Printed		9726	GOT THAT RENTAL SALES, INC	LYNCH PIN/LOCK-STREET	14.70
10050594	12/23/2014	Printed		09502	GRAYBAR COMPANY INC.	LIGHT BULBS-STREET	613.43
10050595	12/23/2014	Printed		10598	GREEN MOUNTAIN POWER CORP #2	ELECTRICITY-SANIT	102.48
10050596	12/23/2014	Printed		0965	GREEN MOUNTAIN POWER CORP.	ELECTRICITY-VARIOUS	9,114.58
10050597	12/23/2014	Printed		1010	HACH COMPANY	SUPPLIES&EQUIP-WWTF	913.52
10050599	12/23/2014	Printed		1035	DONALD L. HAMLIN	ENGINEERING -VARIOUS	59,165.88
10050600	12/23/2014	Printed		10636	HEALTH EQUITY	FSA FEE-ADMIN	3.45
10050601	12/23/2014	Printed		1147	INDEPENDENT PIPE & SUPPLY CORP	DRIP TRAP RELOC-WWTF	15.90
10050602	12/23/2014	Printed		9625	INGRAM LIBRARY SERVICES	CIRCULATION MATERIALS-LIBRARY	14.74
10050603	12/23/2014	Printed		9673	INTERSTATE BATTERY OF CV	AIR COMPRESSOR BATTERY-STREET	118.51
10050604	12/23/2014	Printed		2041	S. D. IRELAND CONCRETE	CONCRETE-STREET	284.25
10050605	12/23/2014	Printed		1292	LAMOUREUX, & DICKINSON	PEARL ST LINK DESIGN-CAP R	2,730.48
10050606	12/23/2014	Printed		9454	LENNY'S SHOE & APP	UNIFORM-VARIOUS	626.99
10050607	12/23/2014	Printed		10646	LINCOLN FINANCIAL GROUP	LIFE&DISABIL PREMIUM-VARIOUS	1,172.71
10050608	12/23/2014	Printed		10130	LOWE'S BUSINESS ACCOUNT	SUPPLIES-VARIOUS	142.62
10050609	12/23/2014	Printed		9613	LR PEST ELIMINATION SVCS INC.	PEST CONTROL-LH	100.00
10050610	12/23/2014	Printed		13631	LYNN PUBLICATIONS	VETERANS DAY ADS-ADMIN	165.00
10050611	12/23/2014	Printed		1423	MAHER CORPORATION	CHEM FEED HOSES-WWTF	929.81
10050612	12/23/2014	Printed		10432	CHELSEA MANDIGO	MILEAGE REIMBURSEMENT-WWTF	103.38
10050613	12/23/2014	Printed		1460	MAPLEHURST FLORIST	DECORATIONS-ADMIN	152.95
10050614	12/23/2014	Printed		10155	W.B. MASON CO. INC	SUPPLIES-FIRE	169.55
10050615	12/23/2014	Printed		9786	JIM MCCULLOUGH	CHRISTMAS TREE-ADMIN	125.00
10050616	12/23/2014	Printed		1000	SUSAN J. MCNAMARA-HILL	TUITION&MILEAGE REIMB-ADMIN	3,650.24
10050617	12/23/2014	Printed		1516	MILTON RENTAL & SALES INC	QUICK TACH PLATE-STREET	234.50
10050618	12/23/2014	Printed		1539	LAUREN MORRISSEAU	MILEAGE/PARKING REIMB-ADMIN	13.51
10050619	12/23/2014	Printed		10615	NATIONAL PEN COMPANY, LLC	LED FLASHLIGHT KEY CHAIN-ADMIN	159.90
10050620	12/23/2014	Printed		10269	NEW ENGLAND CENTRAL RR	ROW LEASES RR AVE/ST-SAN/ST	5,254.39
10050621	12/23/2014	Printed		10132	NOCO DISTRIBUTION LLC	2G OIL-WWTF	993.92
10050622	12/23/2014	Printed		9657	OCCUPATIONAL HEALTH CENTERS	PHYSICAL EXAMS-FIRE	562.00
10050623	12/23/2014	Printed		1755	P & H SENESAC, INC.	DEWATER POLYMER-WWTF	6,900.00
10050624	12/23/2014	Printed		1174	PERMA-LINE CORP OF NEW ENGLAND	CHANNEL POSTS-STREET	417.00
10050625	12/23/2014	Printed		10059	ROBERT PIERCE	ST OF VT LICENSE-COM DEV	200.00
10050626	12/23/2014	Printed		1789	PIKE INDUSTRIES, INC.	ASPHALT-STREET	438.96
10050627	12/23/2014	Printed		1780	EVERETT J. PRESCOTT, INC.	DIGESTER HYDRANT EXT-WWTF	399.18
10050628	12/23/2014	Printed		1843	PROFESSIONAL WRITING SVCS	MEETING MINUTES-ADM/COM DEV	341.00
10050629	12/23/2014	Printed		10677	PURCHASE POWER	POSTAGE-ADMIN	621.89
10050630	12/23/2014	Printed		1910	RADIO SHACK	CABLE RETURN-FIRE	3.00
10050631	12/23/2014	Printed		10676	REAP CONSTRUCTION LTD	ROOF REPAIR-FIRE/LIBRARY	250.00
10050632	12/23/2014	Printed		1955	REYNOLDS & SON, INC.	UNIFORM&EQUIPMENT-FIRE	6,625.96
10050633	12/23/2014	Printed		9245	ROUSE TIRE SALES	TIRES-STREET	754.40
10050634	12/23/2014	Printed		10386	SAC INCORPORATED	SUPPLIES-STREET	279.51
10050635	12/23/2014	Printed		10680	SECAP	PSTG MTR LEASE-ADMIN	281.88
10050636	12/23/2014	Printed		20732	THE SHERWIN-WILLIAMS CO.	SUPPLIES-WATER	3.00
10050637	12/23/2014	Printed		0482	SIGNALS RYG, INC.	TRAFFIC SIGNAL REPAIR-STREET	387.94
10050638	12/23/2014	Printed		2115	SOUTHWORTH-MILTON, INC.	OIL CHANGE-FIRE	485.00
10050639	12/23/2014	Printed		21153	SOVERNET COMMUNICATIONS	PH/INTERNET-VARIOUS	551.36
10050640	12/23/2014	Printed		2124	STAPLES ADVANTAGE	SUPPLIES-VARIOUS	231.79
10050641	12/23/2014	Printed		0545	THE TECH GROUP	MANAGED SERV-ADMIN	664.00
10050642	12/23/2014	Printed		2227	TI-SALES, INC.	METERS-WATER/SANI	13,901.64
10050643	12/23/2014	Printed		2241	THE TRAVELING STORYTELLER	PERFORMANCE-LIBRARY	150.00

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BL 12/23/14

Date: 12/19/2014

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Village of Essex Junction

BANK:

Check Nu	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
10050644	12/23/2014	Printed		2330	UNIFIRST CORPORATION	FLOOR MATS-ADMIN	46.00
10050645	12/23/2014	Printed		2338	USA BLUE BOOK	BISULFITE PUMPS-WWTF	157.13
10050646	12/23/2014	Printed		23415	VERIZON WIRELESS	CELL PHONES-ST/WTR	204.12
10050647	12/23/2014	Printed		2343	VILLAGE COPY & PRINT	BUSINESS CARDS/NORM-WATER	311.00
10050648	12/23/2014	Printed		2380	VLCT PACIF, INC.	2015 CONTRIBUTION-VARIOUS	76,178.00
10050649	12/23/2014	Printed		9591	VRWA	MEMBERSHIP DUES-WATER	450.00
10050650	12/23/2014	Printed		0811	F.W. WEBB COMPANY	SAMPLE PUMP-WWTF	70.12
10050651	12/23/2014	Printed		10319	WILLISTON WORKWEAR	UNIFORM-SANI	79.84
10050652	12/23/2014	Printed		25261	MATTHEW WITTEN	PERFORMANCE-LIBRARY	100.00
10050653	12/23/2014	Printed		2620	YIPES!	LIGHT INSTALLATION-FIRE	234.00

Total Checks: 110

Checks Total (excluding void checks):

593,094.10

Total Payments: 110

Bank Total (excluding void checks):

593,094.10

Total Payments: 110

Grand Total (excluding void checks):

593,094.10

Check Register Report

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BANK:

C N.	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
10050654	12/19/2014	Printed		10481	TRUMBULL-NELSON CONST. CO.	FINAL PAY REFURB-WWTF	109,796.20
10050655	12/30/2014	Printed		05530	COSTCO COLCHESTER #314	COFFEEMAKER-LH	162.78
10050656	01/02/2015	Printed		0965	GREEN MOUNTAIN POWER CORP.	ELECTRICITY-VARIOUS	3,698.45
10050657	01/05/2015	Printed		10703	ABOVE AND BEYOND CONTRACTOR	JANITORIAL -AD/LIB	3,283.50
10050658	01/07/2015	Printed		9884	JONATHAN BURKART	KITCHEN REPAIRS-LH	1,350.00
10050659	01/13/2015	Printed		10671	3DECALS REFLECTIVE DECALS	EQUIPMENT-FIRE	46.00
10050660	01/13/2015	Printed		10508	ADVANCED DISPOSAL	GRIT REMOVAL-WWTF	140.83
10050661	01/13/2015	Printed		10007	AIRGAS EAST	SUPPLIES-STREET	732.10
10050662	01/13/2015	Printed		10290	ALDRICH + ELLIOT, PC	ENGINEERING-WWTF	2,408.40
10050664	01/13/2015	Printed		00382	AMAZON.COM CREDIT	CIRC MATERIALS-LIBRARY	824.41
10050665	01/13/2015	Printed		9975	AMERICAN ROCK SALT CO, LLC	SALT-STREET	6,851.96
10050666	01/13/2015	Printed		9847	AUTOZONE, INC	DIESEL EXHAUST FUEL-FIRE	7.49
10050667	01/13/2015	Printed		10301	DAVID A. BARRA, PLC	LEGAL SERVICES-VARIOUS	2,161.50
10050668	01/13/2015	Printed		10408	BAY STATE ELEVATOR COMPANY	EXAM/LUBE ELEVATOR-LIBRARY	261.03
10050669	01/13/2015	Printed		0173	BEARINGS SPECIALTY CO., INC.	HDWKS SCREEN-WWTF	109.13
10050671	01/13/2015	Printed		10599	BLUETARP FINANCIAL #2	SUPPLIES-VARIOUS	303.36
10050673	01/13/2015	Printed		10249	BLUETARP FINANCIAL INC.	SUPPLIES-LH	280.34
10050675	01/13/2015	Printed		10600	BRODART #2	CIRCULATION MATERIALS-LIBRARY	1,032.13
10050677	01/13/2015	Printed		0268	BRODART CO.	CIRCULATION MATERIALS-LIBRARY	771.91
10050678	01/13/2015	Printed		0457	CARGILL, INC SALT DIVISION	DEICER SALT-STREET	8,820.58
10050679	01/13/2015	Printed		9743	CARQUEST AUTO PARTS	SUPPLIES-VARIOUS	226.95
10050680	01/13/2015	Printed		10697	CENTEK LABORATORIES	GAS ANALYSIS-WWTF	820.25
10050681	01/13/2015	Printed		0503	CHAMPLAIN OIL COMPANY, INC.	VEHICLE FUEL-VARIOUS	3,777.66
10050682	01/13/2015	Printed		0525	CHITTENDEN SOLID WASTE DISTRIC	BIOSOLIDS-WWTF	24,521.79
10050683	01/13/2015	Printed		10614	CHOICE COBRA, LLC	ADMIN FEE-ADMIN	30.00
10050684	01/13/2015	Printed		10353	CIVES CORP	AUTO PARTS-STREET	1,310.01
10050685	01/13/2015	Printed		2305	CLARK'S TRUCK CENTER	VEHICLE REPAIR-FIRE	407.48
10050686	01/13/2015	Printed		9788	COMCAST	CABLE-STREET	64.58
10050687	01/13/2015	Printed		0560	COPY-SHIP-FAX-PLUS	GAS/SAMPLE SHIPPING-WWTF	48.56
10050688	01/13/2015	Printed		0780	ESSEX EQUIPMENT SALES	REPAIRS-FIREWTR	197.09
10050689	01/13/2015	Printed		0770	ESSEX JUNCTION SCHOOL DISTRICT	TRANSFER IMPACT FEES	71,578.80
10050690	01/13/2015	Printed		0795	TOWN OF ESSEX	RECORDINGS-COM DEV	70.00
10050691	01/13/2015	Printed		0798	HOWARD P. FAIRFIELD, LLC	USED TRACTOR-STREET	500.00
10050692	01/13/2015	Printed		0797	FALCON PLUMBING SERVICE, INC.	PLUMBING REPAIR-LH	149.00
10050693	01/13/2015	Printed		0899	GAUTHIER TRUCKING CO., INC	RUBBISH REMOVAL-LH	160.00
10050694	01/13/2015	Printed		0957	GMWEA	MEMBERSHIP/LARRY&RICK-WAT ER	70.00
10050695	01/13/2015	Printed		24511	GRAINGER	MIXER, TUBING KIT-WWTF	1,790.70
10050697	01/13/2015	Printed		10598	GREEN MOUNTAIN POWER CORP #2	ELECTRICITY-VARIOUS	13,631.67
10050698	01/13/2015	Printed		0965	GREEN MOUNTAIN POWER CORP.	ELECTRICITY-VARIOUS	1,229.36
10050699	01/13/2015	Printed		9958	GREEN MTN LIBRARY CONSORTIUM	ANNUAL MEMBER&BOOK-LIBRARY	1,842.30
10050700	01/13/2015	Printed		1010	HACH COMPANY	SPECTROPHOTOMETER&SUPPLI E-WWTF	3,796.05
10050701	01/13/2015	Printed		1035	DONALD L. HAMLIN	ENGINEERING-VARIOUS	1,106.12
10050702	01/13/2015	Printed		1093	HOLLAND CO., INC.	BISULFITE-WWTF	7,351.47
10050703	01/13/2015	Printed		9625	INGRAM LIBRARY SERVICES	CIRCULATION MATERIALS-LIBRARY	127.50
10050704	01/13/2015	Printed		9673	INTERSTATE BATTERY OF CV	AUTOMOTIVE BATTERY-SANI	230.78
10050705	01/13/2015	Printed		1210	JAMES JUTRAS	MILEAGE/SUPPLIES REIMB-WWTF	73.94
10050706	01/13/2015	Printed		9769	KEMIRA WATER SOLUTIONS	FERROUS-WWTF	5,056.80

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BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
10050707	01/13/2015	Printed		10698	LAKE CHAMPLAIN MUSIC FESTIVAL	MEMORIAL DONATION/TYLER-ADM	50.00
10050708	01/13/2015	Printed		1292	LAMOUREUX, & DICKINSON	PEARL ST LINK-CAP R	278.60
10050709	01/13/2015	Printed		9454	LENNY'S SHOE & APP	BOOTS-SANI	140.00
10050710	01/13/2015	Printed		1353	LIMOGE & SONS GARAGE DOORS INC	GARAGE DOOR REPAIR-STREET	113.45
10050711	01/13/2015	Printed		10131	LOCAL MOTION	MEMBERSHIP-COM DEV	150.00
10050712	01/13/2015	Printed		13631	LYNN PUBLICATIONS	TRAIN HP AD-EC DEV	100.00
10050713	01/13/2015	Printed		10245	MAILFINANCE	POSTAGE MTR LEASE-ADMIN	90.00
10050714	01/13/2015	Printed		1460	MAPLEHURST FLORIST	SYMPATHY CARDS-ADMIN	9.77
10050715	01/13/2015	Printed		1454	MARYLAND BIOCHEMICAL CO., INC.	ODOR CTRL-WWTF	3,158.43
10050716	01/13/2015	Printed		10155	W.B. MASON CO. INC	SUPPLIES-VARIOUS	260.55
10050717	01/13/2015	Printed		1479	MATTHEW BENDER & CO. INC	VT STATS 2014-ADMIN	240.90
10050718	01/13/2015	Printed		9715	MINUTEMAN FIRE & RESCUE	ROAD SERVICE-FIRE	726.61
10050719	01/13/2015	Printed		10329	NORTH WILLISTON CATTLE COMPANY	FALL BIOSOLIDS-WWTF	52,456.00
10050720	01/13/2015	Printed		10059	ROBERT PIERCE	CELL PHONE REIMB-COM DEV	65.92
10050721	01/13/2015	Printed		1793	SUSAN PIERCE	SUPPLIES REIMB-LIBRARY	40.26
10050722	01/13/2015	Printed		18298	POWERPLAN OIB	BACKHOE PARTS-WATER	354.31
10050723	01/13/2015	Printed		17811	PRESERVATION TRUST OF VERMONT	MEMBERSHIP- COM DEV	50.00
10050724	01/13/2015	Printed		1843	PROFESSIONAL WRITING SVCS	MINUTES-ADMIN	44.00
10050725	01/13/2015	Printed		1850	QC SERVICES, INC.	LAB CALIBRATION SVCS-WWTF	1,220.00
10050726	01/13/2015	Printed		1891	QUEEN CITY STEEL CO.	SANDER PARTS-STREET	113.13
10050727	01/13/2015	Printed		1955	REYNOLDS & SON, INC.	UNIFORM-FIRE	109.92
10050728	01/13/2015	Printed		10451	RICOH	COPIER-WWTF	159.02
10050729	01/13/2015	Printed		10688	THE ROYAL GROUP	SURVALE CAMS REMOTE ACCESS	299.00
10050730	01/13/2015	Printed		10699	PATRICK SCHEIDEL	EMPL HOLIDAY SNACKS REIMB-ADM	60.00
10050731	01/13/2015	Printed		20732	THE SHERWIN-WILLIAMS CO.	PAINT & SUPPLIES-STREET	114.97
10050732	01/13/2015	Printed		20835	SIMONS UNIFORMS	UNIFORMS-FIRE	338.00
10050733	01/13/2015	Printed		2115	SOUTHWORTH-MILTON, INC.	OIL-STREET	139.62
10050734	01/13/2015	Printed		21153	SOVERNET COMMUNICATIONS	PH/INTERNET-VARIOUS	171.44
10050735	01/13/2015	Printed		2124	STAPLES ADVANTAGE	OFFICE SUPPLIES-VARIOUS	241.32
10050736	01/13/2015	Printed		10682	THE STONEWALL-KNOX CO. INC.	JANITORIAL-LH/LIBRARY	2,228.43
10050737	01/13/2015	Printed		10289	SUPERIOR COURT OF VERMONT	NOTARY APPLICATIONS (4)-ADMIN	120.00
10050738	01/13/2015	Printed		9567	TALKING ABOUT BOOKS	MEMBERSHIP&BOOK-LIBRARY	30.24
10050739	01/13/2015	Printed		0545	THE TECH GROUP	SPAM FIREWALL UPDAT-AD/COM DEV	3,185.00
10050740	01/13/2015	Printed		10701	THOMAS MECHANICAL INC.	EQ HEATER REPAIRS-WWTF	1,145.00
10050741	01/13/2015	Printed		2227	TI-SALES, INC.	METER HEAD REPL-WATER/SANI	532.88
10050742	01/13/2015	Printed		10700	GREG TYLER MUSIC SCHOLARSHIP	MEMORIAL DONATION-ADMIN	50.00
10050743	01/13/2015	Printed		2330	UNIFIRST CORPORATION	OFFICE MATS-LH	92.00
10050744	01/13/2015	Printed		9507	VELLANO BROTHERS, INC	SUPPLIES-WATER	225.00
10050745	01/13/2015	Printed		23415	VERIZON WIRELESS	CELL PHONES-VARIOUS	466.42
10050747	01/13/2015	Printed		10601	VERMONT GAS #2	HEAT-VARIOUS	5,810.44
10050749	01/13/2015	Printed		2366	VERMONT GAS SYSTEMS, INC.	HEAT-VARIOUS	2,548.63
10050750	01/13/2015	Printed		23545	VERMONT PET & SUPPLY	SUPPLIES-FIRE	86.34
10050751	01/13/2015	Printed		9310	VERMONT PLANNERS ASSOCIATION	MEMBERSHIP-COM DEV	40.00
10050752	01/13/2015	Printed		9968	VISION SERVICE PLAN-CONNECTICU	INS PREMIUM-VARIOUS	413.08
10050753	01/13/2015	Printed		10126	VT COUNCIL ON RURAL DEVELOP	CONTRIBUTION-COM DEV	125.00
10050754	01/13/2015	Printed		2426	VT LIBRARY ASSOCIATION	MEMBERSHIPS (10)-LIBRARY	280.00
10050755	01/13/2015	Printed		2369	VT STATE FIREFIGHTERS ASSOC	MEMBERSHIPS -FIRE	672.00
10050756	01/13/2015	Printed		2258	VTGFOA	WORKSHOP-ADMIN	150.00
10050757	01/13/2015	Printed		0811	F.W. WEBB COMPANY	SUPPLIES-STREET	19.59
10050758	01/13/2015	Printed		2505	DAVID WHITCOMB	TIRES PLOW TRUCK-WWTF	628.96

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Village of Essex Junction

BANK:

No.	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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Checks

10050759	01/13/2015	Printed		9356	WILLIAMSON ELECTRICAL, INC	COMPUTER STATION REPAIR-LIB	82.50
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Total Checks: 98	Checks Total (excluding void checks):	363,437.69
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Total Payments: 98	Bank Total (excluding void checks):	363,437.69
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Total Payments: 98	Grand Total (excluding void checks):	363,437.69
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REVENUE/EXPENDITURE REPORT
 Bill List 1/13/15

Village of Essex Junction

For the Period: 7/1/2014 to 1/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - GENERAL FUND							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
401.000 PROPERTY TAXES-CURRENT	3,011,526.00	3,011,526.00	1,513,502.44	0.00	0.00	1,498,023.56	50.3
402.000 STATE FOR VT PILOT & CURRENT U	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
403.000 PENALTIES/INTEREST DELINQ. TAX	8,000.00	8,000.00	382.95	0.00	0.00	7,617.05	4.8
410.000 LICENSE AND ZONING FEE	35,000.00	35,000.00	57,485.00	70.00	0.00	-22,485.00	164.2
411.010 SERVICE FEE - WATER	106,840.00	106,840.00	53,420.00	0.00	0.00	53,420.00	50.0
411.020 SERVICE FEE - WWTP	53,420.00	53,420.00	26,710.00	0.00	0.00	26,710.00	50.0
411.030 SERVICE FEE - SANITATION	106,840.00	106,840.00	53,420.00	0.00	0.00	53,420.00	50.0
420.010 STATE DISTRICT COURT FINES	2,000.00	2,000.00	544.50	0.00	0.00	1,455.50	27.2
420.020 STATE HIGHWAY AID	100,000.00	100,000.00	60,179.96	0.00	0.00	39,820.04	60.2
420.030 EJSD TAX COLLECTION FEES	48,000.00	48,000.00	0.00	0.00	0.00	48,000.00	0.0
432.015 PARKING SPACE FEES	4,800.00	4,800.00	2,400.00	0.00	0.00	2,400.00	50.0
432.020 LINCOLN HALL RENTALS	1.00	1.00	0.00	0.00	0.00	1.00	0.0
432.030 MISCELLANEOUS FIRE RECEIPTS	10.00	10.00	10.00	0.00	0.00	0.00	100.0
432.051 BLOCK PARTY CONTRIBUTIONS	1,500.00	1,500.00	350.00	0.00	0.00	1,150.00	23.3
432.070 MISCELLANEOUS STREET RECEIPTS	3,000.00	3,000.00	2,198.30	0.00	0.00	801.70	73.3
432.080 MISCELLANEOUS LIBRARY RECEIPTS	500.00	500.00	1,143.00	0.00	0.00	-643.00	228.6
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	1,500.00	1,500.00	596.59	0.00	0.00	903.41	39.8
445.000 MISC. - UNCLASSIFIED RECEIPTS	2,000.00	2,000.00	6,040.18	14.40	0.00	-4,040.18	302.0
Revenue	3,502,437.00	3,502,437.00	1,778,382.92	84.40	0.00	1,724,054.08	50.8
Acct Class: 4900 GRANTS & DONATIONS							
432.081 BROWNELL LIBRARY GRANTS	0.00	0.00	600.00	0.00	0.00	-600.00	0.0
432.083 DONATIONS TO LIBRARY	0.00	0.00	3,000.00	0.00	0.00	-3,000.00	0.0
441.028 MISC GRANTS	0.00	0.00	2,040.00	0.00	0.00	-2,040.00	0.0
441.036 CARING FOR CANOPY GRANT	0.00	0.00	4,250.00	4,250.00	0.00	-4,250.00	0.0
GRANTS & DONATIONS	0.00	0.00	9,890.00	4,250.00	0.00	-9,890.00	0.0
Acct Class: 5990 Non Operating Revenues							
410.150 Adult Replacement Receipts	0.00	0.00	1,919.69	0.00	0.00	-1,919.69	0.0
410.151 Juvenile Replacment Receipts	0.00	0.00	1,391.00	0.00	0.00	-1,391.00	0.0
Non Operating Revenues	0.00	0.00	3,310.69	0.00	0.00	-3,310.69	0.0
Dept: 000.000	3,502,437.00	3,502,437.00	1,791,583.61	4,334.40	0.00	1,710,853.39	51.2
Revenues	3,502,437.00	3,502,437.00	1,791,583.61	4,334.40	0.00	1,710,853.39	51.2
Expenditures							
Dept: 100.000 ADMINISTRATION							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	255,978.00	255,978.00	143,223.92	4,955.80	0.00	112,754.08	56.0
720.004 MANAGER CONTRACT	55,995.00	55,995.00	27,997.50	0.00	0.00	27,997.50	50.0
720.010 SALARIES OVERTIME	1,500.00	1,500.00	1,083.04	0.00	0.00	416.96	72.2
720.020 SALARIES PART TIME	15,057.00	15,057.00	4,903.22	0.00	0.00	10,153.78	32.6
720.022 SOCIAL SECURITY	21,109.00	21,109.00	11,344.67	384.05	0.00	9,764.33	53.7
720.024 UNEMPLOYMENT INSURANCE	1,067.00	1,067.00	134.08	67.39	0.00	932.92	12.6
720.026 WORKERS COMP INSURANCE	1,047.00	1,047.00	704.14	23.19	0.00	342.86	67.3
720.028 HEALTH INS & OTHER BENEFITS	72,355.00	72,355.00	36,013.99	30.00	0.00	36,341.01	49.8
720.030 RETIREMENT	25,598.00	25,598.00	13,552.00	488.08	0.00	12,046.00	52.9
720.032 LIABILITY & PROPERTY INS.	6,218.00	6,218.00	5,980.99	0.00	0.00	237.01	96.2
720.034 PUBLIC OFFICIALS LIABILITY INS	5,800.00	5,800.00	5,720.50	0.00	0.00	79.50	98.6
720.035 HEALTH IMPROV PROGRAMS	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	0.0
720.050 BOARD MEMBER FEES	2,500.00	2,500.00	1,250.00	0.00	0.00	1,250.00	50.0
723.000 SUPPLIES	6,700.00	6,700.00	2,033.29	59.77	0.00	4,666.71	30.3
723.001 POSTAGE	4,200.00	4,200.00	3,575.11	0.00	0.00	624.89	85.1
723.055 COMPUTER EXPENSES	16,937.00	16,937.00	13,385.66	458.95	0.00	3,551.34	79.0
724.000 TRAINING, CONFERENCES, DUES	10,384.00	10,384.00	8,070.12	270.00	0.00	2,313.88	77.7
725.000 TELEPHONE SERVICES	2,600.00	2,600.00	999.21	0.00	0.00	1,600.79	38.4
725.025 COMMUNICATIONS	13,806.00	13,806.00	6,757.62	0.00	0.00	7,048.38	48.9

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Village of Essex Junction

For the Period: 7/1/2014 to 1/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - GENERAL FUND							
Expenditures							
Dept: 100.000 ADMINISTRATION							
Acct Class: 7000 Operating Expenses							
745.020 LEASED SERVICES	4,800.00	4,800.00	3,067.88	0.00	0.00	1,732.12	63.9
745.031 LEGAL SERVICES	15,000.00	15,000.00	8,481.00	643.50	0.00	6,519.00	56.5
745.039 OTHER PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
745.041 AUDIT	5,433.00	5,433.00	5,507.04	0.00	0.00	-74.04	101.4
745.050 PRINTING AND ADVERTISING	5,800.00	5,800.00	1,989.56	0.00	0.00	3,810.44	34.3
745.055 PAY & CLASSIFICATION STUDY	200.00	200.00	0.00	0.00	0.00	200.00	0.0
745.057 ELECTIONS	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	0.0
747.000 HOLIDAY EXPENSE	1,500.00	1,500.00	647.85	0.00	0.00	852.15	43.2
749.000 TRUSTEES EXPENDITURES	4,000.00	4,000.00	1,268.74	50.00	0.00	2,731.26	31.7
755.023 CAPITAL OUTLAY	2,000.00	2,000.00	1,050.00	0.00	0.00	950.00	52.5
Operating Expenses	561,784.00	561,784.00	308,741.13	7,430.73	0.00	253,042.87	55.0
ADMINISTRATION	561,784.00	561,784.00	308,741.13	7,430.73	0.00	253,042.87	55.0
Dept: 175.000 MISC TRANSFERS & EXPENDITUES							
Acct Class: 7000 Operating Expenses							
750.021 ROLLING STOCK FUND CONTRIB	183,624.00	183,624.00	91,812.00	0.00	0.00	91,812.00	50.0
750.022 CAP RESRV FND CONT - BEG 1993	410,999.00	410,999.00	205,499.50	0.00	0.00	205,499.50	50.0
750.026 EMP TERM BENEFITS TRANSFER	5,000.00	5,000.00	2,500.00	0.00	0.00	2,500.00	50.0
750.027 HALF PENNY FOR LDR TRUCK NOTE	50,000.00	50,000.00	25,000.00	0.00	0.00	25,000.00	50.0
Operating Expenses	649,623.00	649,623.00	324,811.50	0.00	0.00	324,811.50	50.0
MISC TRANSFERS & EXPENDITUES	649,623.00	649,623.00	324,811.50	0.00	0.00	324,811.50	50.0
Dept: 200.000 LINCOLN HALL							
Acct Class: 7000 Operating Expenses							
720.032 LIABILITY & PROPERTY INS.	5,658.00	5,658.00	4,569.17	0.00	0.00	1,088.83	80.8
723.000 SUPPLIES	2,500.00	2,500.00	1,252.97	0.00	0.00	1,247.03	50.1
723.065 WATER AND SEWER CHARGE	1,500.00	1,500.00	367.78	0.00	0.00	1,132.22	24.5
726.000 ELECTRICAL SERVICE	7,500.00	7,500.00	3,663.51	0.00	0.00	3,836.49	48.8
727.000 HEATING/NATURAL GAS	6,000.00	6,000.00	1,593.23	0.00	0.00	4,406.77	26.6
728.000 MAINT. BUILDINGS/GROUNDS	7,500.00	7,500.00	3,641.09	1,396.00	0.00	3,858.91	48.5
745.005 RUBBISH REMOVAL	1,838.00	1,838.00	940.00	160.00	0.00	898.00	51.1
745.014 CONTRACT SERVICES	9,021.00	9,021.00	4,471.95	0.00	0.00	4,549.05	49.6
755.023 CAPITAL OUTLAY	13,540.00	13,540.00	13,540.00	0.00	0.00	0.00	100.0
Operating Expenses	55,057.00	55,057.00	34,039.70	1,556.00	0.00	21,017.30	61.8
LINCOLN HALL	55,057.00	55,057.00	34,039.70	1,556.00	0.00	21,017.30	61.8
Dept: 300.000 FIRE DEPARTMENT							
Acct Class: 7000 Operating Expenses							
720.021 SALARIES - FIREFIGHTERS	138,000.00	138,000.00	69,342.55	0.00	0.00	68,657.45	50.2
720.022 SOCIAL SECURITY	10,590.00	10,590.00	5,304.58	0.00	0.00	5,285.42	50.1
720.026 WORKERS COMP INSURANCE	27,334.00	27,334.00	12,950.49	0.00	0.00	14,383.51	47.4
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.	7,301.00	7,301.00	6,291.04	0.00	0.00	1,009.96	86.2
723.000 SUPPLIES	2,400.00	2,400.00	1,563.93	0.00	0.00	836.07	65.2
723.016 EMS SUPPLIES	1,500.00	1,500.00	141.88	0.00	0.00	1,358.12	9.5
723.020 GAS,GREASE AND OIL	7,200.00	7,200.00	2,938.19	0.00	0.00	4,261.81	40.8
723.065 WATER AND SEWER CHARGE	900.00	900.00	303.04	0.00	0.00	596.96	33.7
724.000 TRAINING, CONFERENCES, DUES	5,000.00	5,000.00	787.43	672.00	0.00	4,212.57	15.7
725.000 TELEPHONE SERVICES	3,800.00	3,800.00	1,231.93	0.00	0.00	2,568.07	32.4
726.000 ELECTRICAL SERVICE	7,000.00	7,000.00	2,816.80	0.00	0.00	4,183.20	40.2
727.000 HEATING/NATURAL GAS	5,200.00	5,200.00	1,303.76	0.00	0.00	3,896.24	25.1
728.000 MAINT. BUILDINGS/GROUNDS	6,000.00	6,000.00	4,369.87	0.00	0.00	1,630.13	72.8
728.010 RADIO MAINTENANCE	2,000.00	2,000.00	853.00	0.00	0.00	1,147.00	42.7
728.020 MAINTENANCE OTHER	13,000.00	13,000.00	11,941.01	0.00	0.00	1,058.99	91.9
728.030 VEHICLE MAINTENANCE	9,000.00	9,000.00	12,597.95	0.00	0.00	-3,597.95	140.0
728.038 EMERGENCY GENERATOR MAINT	650.00	650.00	500.00	0.00	0.00	150.00	76.9

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For the Period: 7/1/2014 to 1/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - GENERAL FUND							
Expenditures							
Dept: 300.000 FIRE DEPARTMENT							
Acct Class: 7000 Operating Expenses							
729.000 UNIFORMS,BOOTS,ETC	19,200.00	19,200.00	15,642.51	0.00	0.00	3,557.49	81.5
729.052 FIRE PREVENTION	2,000.00	2,000.00	1,648.26	0.00	0.00	351.74	82.4
743.051 PHYSICAL EXAMS	7,000.00	7,000.00	4,496.00	0.00	0.00	2,504.00	64.2
743.058 EMPLOYEE ASSISTANCE PROGRAM	900.00	900.00	432.00	0.00	0.00	468.00	48.0
755.022 NEW EQUIPMENT-RADIOS	4,000.00	4,000.00	3,254.00	0.00	0.00	746.00	81.4
755.025 ROUTINE EQUIPMENT PURCHASES	14,500.00	14,500.00	9,134.35	0.00	0.00	5,365.65	63.0
Operating Expenses	298,075.00	298,075.00	173,144.57	672.00	0.00	124,930.43	58.1
FIRE DEPARTMENT	298,075.00	298,075.00	173,144.57	672.00	0.00	124,930.43	58.1
Dept: 450.000 DEBT SERVICE							
Acct Class: 7150 DEBT SERVICE							
710.075 CAPITAL IMP - INTEREST	68,612.00	68,612.00	32,071.48	0.00	0.00	36,540.52	46.7
DEBT SERVICE	68,612.00	68,612.00	32,071.48	0.00	0.00	36,540.52	46.7
DEBT SERVICE	68,612.00	68,612.00	32,071.48	0.00	0.00	36,540.52	46.7
Dept: 500.000 SENIOR SUPPORT							
Acct Class: 7000 Operating Expenses							
725.000 TELEPHONE SERVICES	460.00	460.00	216.75	0.00	0.00	243.25	47.1
745.014 CONTRACT SERVICES	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
Operating Expenses	7,960.00	7,960.00	216.75	0.00	0.00	7,743.25	2.7
SENIOR SUPPORT	7,960.00	7,960.00	216.75	0.00	0.00	7,743.25	2.7
Dept: 700.000 STREET DEPARTMENT							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	205,654.00	205,654.00	93,834.07	3,436.65	0.00	111,819.93	45.6
720.010 SALARIES OVERTIME	15,000.00	15,000.00	8,030.23	377.70	0.00	6,969.77	53.5
720.020 SALARIES PART TIME	11,907.00	11,907.00	9,587.88	286.33	0.00	2,319.12	80.5
720.022 SOCIAL SECURITY	17,819.00	17,819.00	8,275.73	313.82	0.00	9,543.27	46.4
720.024 UNEMPLOYMENT INSURANCE	1,169.00	1,169.00	190.73	55.78	0.00	978.27	16.3
720.026 WORKERS COMP INSURANCE	13,970.00	13,970.00	6,069.68	217.33	0.00	7,900.32	43.4
720.028 HEALTH INS & OTHER BENEFITS	76,515.00	76,515.00	26,926.78	0.00	0.00	49,588.22	35.2
720.030 RETIREMENT	20,565.00	20,565.00	9,170.52	354.10	0.00	11,394.48	44.6
720.032 LIABILITY & PROPERTY INS.	15,104.00	15,104.00	12,863.13	0.00	0.00	2,240.87	85.2
723.000 SUPPLIES	20,000.00	20,000.00	4,678.98	0.00	0.00	15,321.02	23.4
723.010 WINTER MAINTENANCE	75,000.00	75,000.00	48,212.39	0.00	0.00	26,787.61	64.3
723.012 PAVEMENT MAINTENANCE	15,000.00	15,000.00	9,555.61	0.00	0.00	5,444.39	63.7
723.014 GRAVEL,TOPSOIL	4,000.00	4,000.00	1,383.40	0.00	0.00	2,616.60	34.6
723.015 SIGNS AND POSTS	4,000.00	4,000.00	1,407.96	0.00	0.00	2,592.04	35.2
723.020 GAS,GREASE AND OIL	26,000.00	26,000.00	12,870.53	0.00	0.00	13,129.47	49.5
723.065 WATER AND SEWER CHARGE	2,500.00	2,500.00	950.45	0.00	0.00	1,549.55	38.0
724.000 TRAINING, CONFERENCES, DUES	500.00	500.00	199.00	0.00	0.00	301.00	39.8
725.000 TELEPHONE SERVICES	2,000.00	2,000.00	912.23	0.00	0.00	1,087.77	45.6
726.000 ELECTRICAL SERVICE	4,000.00	4,000.00	1,150.62	0.00	0.00	2,849.38	28.8
726.035 STREET LIGHTS	127,000.00	127,000.00	55,229.61	0.00	0.00	71,770.39	43.5
726.037 TRAFFIC LIGHTS	6,000.00	6,000.00	2,611.56	0.00	0.00	3,388.44	43.5
727.000 HEATING/NATURAL GAS	4,000.00	4,000.00	754.80	0.00	0.00	3,245.20	18.9
728.000 MAINT. BUILDINGS/GROUNDS	2,500.00	2,500.00	1,161.19	0.00	0.00	1,338.81	46.4
728.010 RADIO MAINTENANCE	200.00	200.00	125.00	0.00	0.00	75.00	62.5
728.020 MAINTENANCE OTHER	1,000.00	1,000.00	1,161.65	0.00	0.00	-161.65	116.2
728.030 VEHICLE MAINTENANCE	20,000.00	20,000.00	12,796.75	0.00	0.00	7,203.25	64.0
728.033 STREETScape MAINT./IMP	16,000.00	16,000.00	3,559.45	0.00	0.00	12,440.55	22.2
728.036 VILLAGE GARDEN SPOTS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
728.037 TRAFFIC/STREET LIGHT MAINT.	8,000.00	8,000.00	1,815.06	0.00	0.00	6,184.94	22.7
728.041 MEMORIAL PARK	3,000.00	3,000.00	714.28	0.00	0.00	2,285.72	23.8
728.043 STREET MARKINGS	7,000.00	7,000.00	8,045.50	0.00	0.00	-1,045.50	114.9
729.000 UNIFORMS,BOOTS,ETC	4,500.00	4,500.00	1,966.50	0.00	0.00	2,533.50	43.7

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Fund: 100 - GENERAL FUND							
Expenditures							
Dept: 700.000 STREET DEPARTMENT							
Acct Class: 7000 Operating Expenses							
745.005 RUBBISH REMOVAL	6,200.00	6,200.00	2,667.50	0.00	0.00	3,532.50	43.0
745.014 CONTRACT SERVICES	0.00	0.00	1,200.00	0.00	0.00	-1,200.00	0.0
745.030 EQUIPMENT RENTALS	1,000.00	1,000.00	66.00	0.00	0.00	934.00	6.6
745.044 ENGINEERING SERVICES	15,000.00	15,000.00	4,581.45	0.00	0.00	10,418.55	30.5
755.011 TRAFFIC CALMING	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
755.023 CAPITAL OUTLAY	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.0
760.032 SIDEWALK AND CURB MAINTENANCE	3,000.00	3,000.00	7,827.73	0.00	0.00	-4,827.73	260.9
760.033 STORM SEWER MAINTENANCE	9,000.00	9,000.00	1,004.65	0.00	0.00	7,995.35	11.2
760.034 STORM SEWER PERMIT FEES	3,000.00	3,000.00	205.00	0.00	0.00	2,795.00	6.8
760.035 STORM SEWER PUBLIC EDUCATION	9,500.00	9,500.00	7,856.00	0.00	0.00	1,644.00	82.7
760.036 STREAM FLOW MONITORING	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Operating Expenses	814,603.00	814,603.00	371,619.60	5,041.71	0.00	442,983.40	45.6
STREET DEPARTMENT							
814,603.00	814,603.00	371,619.60	5,041.71	0.00	442,983.40	45.6	
Dept: 800.000 BROWNELL LIBRARY							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	315,379.00	315,379.00	171,725.48	6,232.88	0.00	143,653.52	54.5
720.020 SALARIES PART TIME	89,219.00	89,219.00	46,495.21	1,404.68	0.00	42,723.79	52.1
720.022 SOCIAL SECURITY	31,089.00	31,089.00	16,185.53	575.77	0.00	14,903.47	52.1
720.024 UNEMPLOYMENT INSURANCE	2,390.00	2,390.00	641.87	103.89	0.00	1,748.13	26.9
720.026 WORKERS COMP INSURANCE	1,567.00	1,567.00	1,024.01	35.73	0.00	542.99	65.3
720.028 HEALTH INS & OTHER BENEFITS	103,020.00	103,020.00	51,858.21	0.00	0.00	51,161.79	50.3
720.030 RETIREMENT	31,537.00	31,537.00	16,474.88	603.16	0.00	15,062.12	52.2
720.032 LIABILITY & PROPERTY INS.	10,481.00	10,481.00	9,594.29	0.00	0.00	886.71	91.5
723.000 SUPPLIES	13,000.00	13,000.00	5,564.24	0.00	0.00	7,435.76	42.8
723.001 POSTAGE	3,500.00	3,500.00	1,588.13	0.00	0.00	1,911.87	45.4
723.055 COMPUTER EXPENSES	3,500.00	3,500.00	355.13	0.00	0.00	3,144.87	10.1
723.065 WATER AND SEWER CHARGE	1,000.00	1,000.00	417.10	0.00	0.00	582.90	41.7
724.000 TRAINING, CONFERENCES, DUES	4,000.00	4,000.00	464.40	280.00	0.00	3,535.60	11.6
725.000 TELEPHONE SERVICES	1,100.00	1,100.00	455.28	0.00	0.00	644.72	41.4
725.030 TECHNOLOGY ACCESS	5,500.00	5,500.00	5,340.23	0.00	0.00	159.77	97.1
726.000 ELECTRICAL SERVICE	14,500.00	14,500.00	6,572.89	0.00	0.00	7,927.11	45.3
727.000 HEATING/NATURAL GAS	7,400.00	7,400.00	1,741.97	0.00	0.00	5,658.03	23.5
728.000 MAINT. BUILDINGS/GROUNDS	14,500.00	14,500.00	15,132.08	261.03	0.00	-632.08	104.4
728.050 ALARM SYSTEM MAINTENANCE	500.00	500.00	221.25	0.00	0.00	278.75	44.3
735.000 INTERVIEW COSTS	2,000.00	2,000.00	120.00	0.00	0.00	1,880.00	6.0
745.014 CONTRACT SERVICES	23,225.00	23,225.00	11,722.64	0.00	0.00	11,502.36	50.5
745.021 ADULT PROGRAMS	300.00	300.00	65.11	30.24	0.00	234.89	21.7
745.022 CHILDRENS PROGRAMS	3,000.00	3,000.00	2,267.77	0.00	0.00	732.23	75.6
755.014 COMPUTER REPLACEMENT	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
755.020 ADULT COLLECTION-PRINT & ELECT	31,000.00	31,000.00	14,257.82	0.00	0.00	16,742.18	46.0
755.021 JUVEN COLLECTION-PRNT & ELECTR	15,500.00	15,500.00	9,921.84	0.00	0.00	5,578.16	64.0
Operating Expenses	736,207.00	736,207.00	390,207.36	9,527.38	0.00	345,999.64	53.0
BROWNELL LIBRARY							
736,207.00	736,207.00	390,207.36	9,527.38	0.00	345,999.64	53.0	
Dept: 900.000 COMMUNITY DEVELOPMENT DEPT							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	129,612.00	129,612.00	69,163.87	2,474.80	0.00	60,448.13	53.4
720.010 SALARIES OVERTIME	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
720.022 SOCIAL SECURITY	10,390.00	10,390.00	5,377.87	190.45	0.00	5,012.13	51.8
720.024 UNEMPLOYMENT INSURANCE	432.00	432.00	33.65	33.65	0.00	398.35	7.8
720.026 WORKERS COMP INSURANCE	504.00	504.00	379.21	11.58	0.00	124.79	75.2
720.028 HEALTH INS & OTHER BENEFITS	36,177.00	36,177.00	16,672.94	0.00	0.00	19,504.06	46.1
720.030 RETIREMENT	12,961.00	12,961.00	6,904.98	247.48	0.00	6,056.02	53.3
720.032 LIABILITY & PROPERTY INS.	2,232.00	2,232.00	2,179.24	0.00	0.00	52.76	97.6
720.034 PUBLIC OFFICIALS LIABILITY INS	5,800.00	5,800.00	5,720.50	0.00	0.00	79.50	98.6
720.050 BOARD MEMBER FEES	3,600.00	3,600.00	1,500.00	0.00	0.00	2,100.00	41.7
723.000 SUPPLIES	2,800.00	2,800.00	1,422.74	0.00	0.00	1,377.26	50.8

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For the Period: 7/1/2014 to 1/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - GENERAL FUND							
Expenditures							
Dept: 900.000 COMMUNITY DEVELOPMENT DEPT							
Acct Class: 7000 Operating Expenses							
723.001 POSTAGE	1,120.00	1,120.00	222.66	0.00	0.00	897.34	19.9
723.055 COMPUTER EXPENSES	4,000.00	4,000.00	1,693.69	226.05	0.00	2,306.31	42.3
724.000 TRAINING, CONFERENCES, DUES	4,500.00	4,500.00	1,400.22	0.00	0.00	3,099.78	31.1
725.000 TELEPHONE SERVICES	1,550.00	1,550.00	827.71	0.00	0.00	722.29	53.4
725.025 COMMUNICATIONS	2,500.00	2,500.00	363.00	0.00	0.00	2,137.00	14.5
728.030 VEHICLE MAINTENANCE	3,500.00	3,500.00	1,200.00	0.00	0.00	2,300.00	34.3
745.031 LEGAL SERVICES	14,000.00	14,000.00	2,904.00	874.50	0.00	11,096.00	20.7
745.039 OTHER PROFESSIONAL SERVICES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
745.050 PRINTING AND ADVERTISING	5,000.00	5,000.00	1,451.01	0.00	0.00	3,548.99	29.0
745.051 RECORDING FEES	2,500.00	2,500.00	1,140.00	70.00	0.00	1,360.00	45.6
755.023 CAPITAL OUTLAY	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
Operating Expenses	250,678.00	250,678.00	120,557.29	4,128.51	0.00	130,120.71	48.1
COMMUNITY DEVELOPMENT DEPT	250,678.00	250,678.00	120,557.29	4,128.51	0.00	130,120.71	48.1
Dept: 910.000 ECONOMIC DEVELOPMENT							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	36,604.00	36,604.00	19,138.84	701.20	0.00	17,465.16	52.3
720.022 SOCIAL SECURITY	2,823.00	2,823.00	1,416.85	53.43	0.00	1,406.15	50.2
720.024 UNEMPLOYMENT INSURANCE	216.00	216.00	9.54	9.54	0.00	206.46	4.4
720.026 WORKERS COMP INSURANCE	141.00	141.00	90.72	3.29	0.00	50.28	64.3
720.028 HEALTH INS & OTHER BENEFITS	18,089.00	18,089.00	8,686.47	0.00	0.00	9,402.53	48.0
720.030 RETIREMENT	3,660.00	3,660.00	1,913.88	70.12	0.00	1,746.12	52.3
720.032 LIABILITY & PROPERTY INS.	105.00	105.00	189.58	0.00	0.00	-84.58	180.6
745.025 BLOCK PARTY EXPENSE	7,000.00	7,000.00	6,620.46	0.00	0.00	379.54	94.6
745.040 COMMUNITY EVENTS & PROGRAMS	6,000.00	6,000.00	4,206.19	0.00	0.00	1,793.81	70.1
745.054 ANNUAL SUPPORT OF ORGNIZATIONS	9,200.00	9,200.00	7,260.50	0.00	0.00	1,939.50	78.9
748.000 NEW PROGRAMS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
748.010 MATCHING GRANT FUNDS	9,000.00	9,000.00	80.00	0.00	0.00	8,920.00	0.9
Operating Expenses	94,838.00	94,838.00	49,613.03	837.58	0.00	45,224.97	52.3
ECONOMIC DEVELOPMENT	94,838.00	94,838.00	49,613.03	837.58	0.00	45,224.97	52.3
Dept: 920.000 GRANT & OTH UNANTC. EXPENDITUR							
Acct Class: 7000 Operating Expenses							
755.020 ADULT COLLECTION-PRINT & ELECT	0.00	0.00	90.02	0.00	0.00	-90.02	0.0
755.021 JUVEN COLLECTION-PRNT & ELECTR	0.00	0.00	180.55	0.00	0.00	-180.55	0.0
759.011 LIBRARY DONATION EXPENDITURES	0.00	0.00	1,930.19	0.00	0.00	-1,930.19	0.0
759.032 STATE GRANT EXPENDITURES	0.00	0.00	600.00	0.00	0.00	-600.00	0.0
759.070 STREET DEPT GRANT EXPENDITURES	0.00	0.00	991.25	0.00	0.00	-991.25	0.0
Operating Expenses	0.00	0.00	3,792.01	0.00	0.00	-3,792.01	0.0
GRANT & OTH UNANTC. EXPENDITUR	0.00	0.00	3,792.01	0.00	0.00	-3,792.01	0.0
Expenditures	3,537,437.00	3,537,437.00	1,808,814.42	29,193.91	0.00	1,728,622.58	51.1
Net Effect for GENERAL FUND	-35,000.00	-35,000.00	-17,230.81	-24,859.51	0.00	-17,769.19	49.2
Change in Fund Balance:			-17,230.81				
Fund: 152 - GEN FUND ROLLING STOCK RESERVE							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	155.88	0.00	0.00	-155.88	0.0
599.000 CONTRIB FROM GENERAL FUND	0.00	0.00	116,812.00	0.00	0.00	-116,812.00	0.0
Revenue	0.00	0.00	116,967.88	0.00	0.00	-116,967.88	0.0

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Fund: 152 - GEN FUND ROLLING STOCK RESERVE							
Revenues							
Dept: 000.000	0.00	0.00	116,967.88	0.00	0.00	-116,967.88	0.0
Revenues	0.00	0.00	116,967.88	0.00	0.00	-116,967.88	0.0
Expenditures							
Dept: 000.000							
Acct Class: 7000 Operating Expenses							
710.030 FIRE TRUCK LOAN PRINCIPAL	0.00	0.00	50,000.00	0.00	0.00	-50,000.00	0.0
720.040 INTEREST EXPENSE	0.00	0.00	3,031.67	0.00	0.00	-3,031.67	0.0
Operating Expenses	0.00	0.00	53,031.67	0.00	0.00	-53,031.67	0.0
Acct Class: 8000 Capital Projects							
750.709 SIDEWALK PLOW	0.00	0.00	138.50	0.00	0.00	-138.50	0.0
Capital Projects	0.00	0.00	138.50	0.00	0.00	-138.50	0.0
Dept: 000.000	0.00	0.00	53,170.17	0.00	0.00	-53,170.17	0.0
Expenditures	0.00	0.00	53,170.17	0.00	0.00	-53,170.17	0.0
Net Effect for GEN FUND ROLLING STOCK RESERVE	0.00	0.00	63,797.71	0.00	0.00	-63,797.71	0.0
Change in Fund Balance:			63,797.71				
Fund: 159 - Veterans Memorial Park							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	2.96	0.00	0.00	-2.96	0.0
Revenue	0.00	0.00	2.96	0.00	0.00	-2.96	0.0
Dept: 000.000	0.00	0.00	2.96	0.00	0.00	-2.96	0.0
Revenues	0.00	0.00	2.96	0.00	0.00	-2.96	0.0
Net Effect for Veterans Memorial Park	0.00	0.00	2.96	0.00	0.00	-2.96	0.0
Change in Fund Balance:			2.96				
Fund: 175 - 2014 VMBB SERIES 3 BOND PROJ.							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	12.67	0.00	0.00	-12.67	0.0
465.054 BOND PROCEEDS	0.00	0.00	2,838,000.00	0.00	0.00	-2,838,000.00	0.0
Revenue	0.00	0.00	2,838,012.67	0.00	0.00	-2,838,012.67	0.0
Dept: 000.000	0.00	0.00	2,838,012.67	0.00	0.00	-2,838,012.67	0.0
Revenues	0.00	0.00	2,838,012.67	0.00	0.00	-2,838,012.67	0.0
Expenditures							
Dept: 000.000							
Acct Class: 7000 Operating Expenses							
745.031 LEGAL SERVICES	0.00	0.00	3,456.00	0.00	0.00	-3,456.00	0.0
Operating Expenses	0.00	0.00	3,456.00	0.00	0.00	-3,456.00	0.0
Acct Class: 8000 Capital Projects							
750.300 SCHOOL ST. RDWY/WTR/SWR RECONS	0.00	0.00	288,830.46	0.00	0.00	-288,830.46	0.0
750.305 MAIN ST. DRAINAGE-BRDG TO TOH	0.00	0.00	6,423.80	0.00	0.00	-6,423.80	0.0
750.310 HILLCREST DRNG/N HILLCRST DRW	0.00	0.00	3,895.00	0.00	0.00	-3,895.00	0.0

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Fund: 175 - 2014 VMBB SERIES 3 BOND PROJ.							
Expenditures							
Dept: 000.000							
Acct Class: 8000 Capital Projects							
750.315 MAPLE ST. CULVERT	0.00	0.00	552.24	0.00	0.00	-552.24	0.0
750.320 BRIAR LANE RD/SDWK/WTR LINE	0.00	0.00	77.00	0.00	0.00	-77.00	0.0
Capital Projects	0.00	0.00	299,778.50	0.00	0.00	-299,778.50	0.0
Dept: 000.000	0.00	0.00	303,234.50	0.00	0.00	-303,234.50	0.0
Expenditures	0.00	0.00	303,234.50	0.00	0.00	-303,234.50	0.0
Net Effect for 2014 VMBB SERIES 3 BOND PROJ.	0.00	0.00	2,534,778.17	0.00	0.00	-2,534,778.17	0.0
Change in Fund Balance:			2,534,778.17				
Fund: 200 - GEN FUND CAPITAL RESERVE FUND							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	81.28	0.00	0.00	-81.28	0.0
441.034 CRES CNCTR GRANT STP 5300(13)	0.00	0.00	166,057.70	0.00	0.00	-166,057.70	0.0
441.037 MU SAFETY PATH SDWK(17)	0.00	0.00	3,544.75	0.00	0.00	-3,544.75	0.0
441.040 PEARL MISS LNK EJ STP 5300(14)	0.00	0.00	2,459.75	0.00	0.00	-2,459.75	0.0
599.000 CONTRIB FROM GENERAL FUND	0.00	0.00	205,499.50	0.00	0.00	-205,499.50	0.0
Revenue	0.00	0.00	377,642.98	0.00	0.00	-377,642.98	0.0
Acct Class: 4900 GRANTS & DONATIONS							
432.034 VLCT EQUIP GRANT	0.00	0.00	5,000.00	0.00	0.00	-5,000.00	0.0
GRANTS & DONATIONS	0.00	0.00	5,000.00	0.00	0.00	-5,000.00	0.0
Dept: 000.000	0.00	0.00	382,642.98	0.00	0.00	-382,642.98	0.0
Revenues	0.00	0.00	382,642.98	0.00	0.00	-382,642.98	0.0
Expenditures							
Dept: 000.000							
Acct Class: 8000 Capital Projects							
750.155 MULTI-USE PATH NORTH	0.00	0.00	10,563.50	643.50	0.00	-10,563.50	0.0
750.160 PEARL ST. LINKING SIDEWALK	0.00	0.00	12,223.19	0.00	0.00	-12,223.19	0.0
750.167 LH ROOF REPLACEMENT	0.00	0.00	37,145.20	0.00	0.00	-37,145.20	0.0
750.169 CRESCENT CONNECTOR	0.00	0.00	200,397.44	0.00	0.00	-200,397.44	0.0
750.177 WOODS END RECONSTRUCTION (14)	0.00	0.00	143,739.34	0.00	0.00	-143,739.34	0.0
750.178 RAILROAD AVE. RDWY/WTR LINE	0.00	0.00	3,587.65	0.00	0.00	-3,587.65	0.0
750.180 LIBRARY SURVEILLANCE CAMERAS	0.00	0.00	12,598.95	0.00	0.00	-12,598.95	0.0
750.700 CAPITAL RES. PAVING	0.00	0.00	154,134.11	0.00	0.00	-154,134.11	0.0
Capital Projects	0.00	0.00	574,389.38	643.50	0.00	-574,389.38	0.0
Dept: 000.000	0.00	0.00	574,389.38	643.50	0.00	-574,389.38	0.0
Expenditures	0.00	0.00	574,389.38	643.50	0.00	-574,389.38	0.0
Net Effect for GEN FUND CAPITAL RESERVE FUND	0.00	0.00	-191,746.40	-643.50	0.00	191,746.40	0.0
Change in Fund Balance:			-191,746.40				
Fund: 210 - LAND ACQUISTION FUND							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	65.64	0.00	0.00	-65.64	0.0
Revenue	0.00	0.00	65.64	0.00	0.00	-65.64	0.0

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Fund: 210 - LAND ACQUISTION FUND							
Revenues							
Dept: 000.000	0.00	0.00	65.64	0.00	0.00	-65.64	0.0
Revenues	0.00	0.00	65.64	0.00	0.00	-65.64	0.0
Net Effect for LAND ACQUISTION FUND	0.00	0.00	65.64	0.00	0.00	-65.64	0.0
Change in Fund Balance:			65.64				
Fund: 230 - WATER FUND							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	99.07	0.00	0.00	-99.07	0.0
465.010 SALE OF WATER-RESIDENTIAL	826,553.00	826,553.00	418,857.16	0.00	0.00	407,695.84	50.7
465.020 WATER SALES - LARGE USERS	96,243.00	96,243.00	49,521.03	7,396.68	0.00	46,721.97	51.5
465.040 WATER BILLING PENALTIES	3,500.00	3,500.00	2,210.00	0.00	0.00	1,290.00	63.1
465.045 WATER RECONNECT FEES	0.00	0.00	262.50	0.00	0.00	-262.50	0.0
465.050 MISCELLANEOUS WATER RECEIPTS	15,000.00	15,000.00	12,976.78	0.00	0.00	2,023.22	86.5
Revenue	941,296.00	941,296.00	483,926.54	7,396.68	0.00	457,369.46	51.4
Acct Class: 4650 IBM Water Pass Thru Rev							
465.015 SALE OF WATER-IBM	2,230,880.00	2,230,880.00	1,169,551.96	174,689.42	0.00	1,061,328.04	52.4
465.017 SALE OF WATER - IBM VT TAX	51,275.00	51,275.00	26,839.18	4,008.82	0.00	24,435.82	52.3
IBM Water Pass Thru Rev	2,282,155.00	2,282,155.00	1,196,391.14	178,698.24	0.00	1,085,763.86	52.4
Acct Class: 5990 Non Operating Revenues							
440.010 Interest Earned - Capital Res	0.00	0.00	88.71	0.00	0.00	-88.71	0.0
465.055 CURRENT YR CONTRIBUTION INCOME	0.00	0.00	60,000.00	0.00	0.00	-60,000.00	0.0
Non Operating Revenues	0.00	0.00	60,088.71	0.00	0.00	-60,088.71	0.0
Dept: 000.000	3,223,451.00	3,223,451.00	1,740,406.39	186,094.92	0.00	1,483,044.61	54.0
Revenues	3,223,451.00	3,223,451.00	1,740,406.39	186,094.92	0.00	1,483,044.61	54.0
Expenditures							
Dept: 650.000 WATER DEPARTMENT							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	107,890.00	107,890.00	49,559.85	1,781.67	0.00	58,330.15	45.9
720.010 SALARIES OVERTIME	14,000.00	14,000.00	3,734.42	75.00	0.00	10,265.58	26.7
720.020 SALARIES PART TIME	8,798.00	8,798.00	2,272.11	143.16	0.00	6,525.89	25.8
720.022 SOCIAL SECURITY	9,447.00	9,447.00	4,145.39	149.82	0.00	5,301.61	43.9
720.024 UNEMPLOYMENT INSURANCE	616.00	616.00	56.16	27.20	0.00	559.84	9.1
720.026 WORKERS COMP INSURANCE	5,277.00	5,277.00	2,957.10	105.56	0.00	2,319.90	56.0
720.028 HEALTH INS & OTHER BENEFITS	41,604.00	41,604.00	19,173.83	0.00	0.00	22,430.17	46.1
720.030 RETIREMENT	10,789.00	10,789.00	4,847.32	162.51	0.00	5,941.68	44.9
720.032 LIABILITY & PROPERTY INS.	3,402.00	3,402.00	3,089.06	0.00	0.00	312.94	90.8
720.040 INTEREST EXPENSE	50.00	50.00	0.00	0.00	0.00	50.00	0.0
723.000 SUPPLIES	5,000.00	5,000.00	2,061.68	0.00	0.00	2,938.32	41.2
723.001 POSTAGE	1,500.00	1,500.00	824.41	0.00	0.00	675.59	55.0
723.020 GAS,GREASE AND OIL	2,000.00	2,000.00	1,200.68	0.00	0.00	799.32	60.0
723.041 METERS AND PARTS	1,000.00	1,000.00	137.29	0.00	0.00	862.71	13.7
723.042 DISTRIBUTION MATERIALS	5,700.00	5,700.00	1,611.78	0.00	0.00	4,088.22	28.3
723.055 COMPUTER EXPENSES	1,200.00	1,200.00	276.54	0.00	0.00	923.46	23.0
723.065 WATER AND SEWER CHARGE	350.00	350.00	84.90	0.00	0.00	265.10	24.3
724.000 TRAINING, CONFERENCES, DUES	2,000.00	2,000.00	670.00	70.00	0.00	1,330.00	33.5
725.000 TELEPHONE SERVICES	0.00	0.00	537.89	0.00	0.00	-537.89	0.0
726.000 ELECTRICAL SERVICE	700.00	700.00	263.65	0.00	0.00	436.35	37.7
727.000 HEATING/NATURAL GAS	3,500.00	3,500.00	558.45	0.00	0.00	2,941.55	16.0
728.020 MAINTENANCE OTHER	1,000.00	1,000.00	1,442.87	0.00	0.00	-442.87	144.3
728.034 WATER LINES MAINT-BREAKS	16,000.00	16,000.00	620.00	0.00	0.00	15,380.00	3.9
729.000 UNIFORMS,BOOTS,ETC	1,000.00	1,000.00	840.40	0.00	0.00	159.60	84.0

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Fund: 230 - WATER FUND							
Expenditures							
Dept: 650.000 WATER DEPARTMENT							
Acct Class: 7000 Operating Expenses							
745.014 CONTRACT SERVICES	106,840.00	106,840.00	53,420.00	0.00	0.00	53,420.00	50.0
745.039 OTHER PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
745.041 AUDIT	3,500.00	3,500.00	3,289.92	0.00	0.00	210.08	94.0
745.042 CWD WATER PURCHASE	451,212.00	451,212.00	189,563.73	0.00	0.00	261,648.27	42.0
745.050 PRINTING AND ADVERTISING	1,700.00	1,700.00	0.97	0.00	0.00	1,699.03	0.1
750.020 TRANS TO CAPITAL RESERVE	120,000.00	120,000.00	60,000.00	0.00	0.00	60,000.00	50.0
755.023 CAPITAL OUTLAY	3,850.00	3,850.00	0.00	0.00	0.00	3,850.00	0.0
770.510 STATE WATER TAX	10,371.00	10,371.00	4,350.16	0.00	0.00	6,020.84	41.9
Operating Expenses	941,296.00	941,296.00	411,590.56	2,514.92	0.00	529,705.44	43.7
Acct Class: 7800 IBM Water Costs							
745.043 CWD Water Purchase - IBM	2,230,880.00	2,230,880.00	994,862.54	0.00	0.00	1,236,017.46	44.6
770.511 State Water Tax - IBM	51,275.00	51,275.00	22,830.36	0.00	0.00	28,444.64	44.5
IBM Water Costs	2,282,155.00	2,282,155.00	1,017,692.90	0.00	0.00	1,264,462.10	44.6
Acct Class: 8000 Capital Projects							
750.178 RAILROAD AVE. RDWY/WTR LINE	0.00	0.00	3,284.54	0.00	0.00	-3,284.54	0.0
750.211 METER REPLACEMENT PROGRAM	0.00	0.00	11,850.01	0.00	0.00	-11,850.01	0.0
750.300 SCHOOL ST. RDWY/WTR/SWR RECONS	0.00	0.00	156,740.68	0.00	0.00	-156,740.68	0.0
750.310 HILLCREST DRNG/N HILLCRST DR/W	0.00	0.00	1,229.99	0.00	0.00	-1,229.99	0.0
750.320 BRIAR LANE RD/SDWK/WTR LINE	0.00	0.00	10.50	0.00	0.00	-10.50	0.0
750.321 BOND LEGAL COSTS	0.00	0.00	644.00	0.00	0.00	-644.00	0.0
Capital Projects	0.00	0.00	173,759.72	0.00	0.00	-173,759.72	0.0
WATER DEPARTMENT	3,223,451.00	3,223,451.00	1,603,043.18	2,514.92	0.00	1,620,407.82	49.7
Expenditures	3,223,451.00	3,223,451.00	1,603,043.18	2,514.92	0.00	1,620,407.82	49.7
Net Effect for WATER FUND	0.00	0.00	137,363.21	183,580.00	0.00	-137,363.21	0.0
Change in Fund Balance:			137,363.21				
Fund: 400 - SANITATION FUND							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
432.040 MISCELLANEOUS SEWER RECEIPTS	20,000.00	20,000.00	151,998.22	0.00	0.00	-131,998.22	760.0
440.000 INTEREST EARNINGS	0.00	0.00	194.04	0.00	0.00	-194.04	0.0
442.000 ESSEX PUMP STATION FEES	22,075.00	22,075.00	12,321.49	0.00	0.00	9,753.51	55.8
442.010 2 PARY AGREEMNT REV	15,000.00	15,000.00	7,500.00	0.00	0.00	7,500.00	50.0
500.000 ANNUAL CUSTOMER CHARGE	403,915.00	403,915.00	266,186.35	0.00	0.00	137,728.65	65.9
500.001 ANNUAL CUSTOMER CHARGE - PEN	2,000.00	2,000.00	1,352.99	0.00	0.00	647.01	67.6
Revenue	462,990.00	462,990.00	439,553.09	0.00	0.00	23,436.91	94.9
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
440.010 Interest Earned - Capital Res	0.00	0.00	458.37	0.00	0.00	-458.37	0.0
440.020 INTEREST WWTF RESERV	0.00	0.00	449.93	0.00	0.00	-449.93	0.0
465.055 CURRENT YR CONTRIBUTION INCOME	0.00	0.00	42,500.00	0.00	0.00	-42,500.00	0.0
Non Operating Revenues	0.00	0.00	143,408.30	0.00	0.00	-143,408.30	0.0
Dept: 000.000	462,990.00	462,990.00	582,961.39	0.00	0.00	-119,971.39	125.9
Revenues	462,990.00	462,990.00	582,961.39	0.00	0.00	-119,971.39	125.9
Expenditures							
Dept: 400.000 SANITATION DEPARTMENT							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	80,190.00	80,190.00	38,624.81	1,443.10	0.00	41,565.19	48.2

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Fund: 400 - SANITATION FUND							
Expenditures							
Dept: 400.000 SANITATION DEPARTMENT							
Acct Class: 7000 Operating Expenses							
720.010 SALARIES OVERTIME	8,000.00	8,000.00	4,691.78	207.00	0.00	3,308.22	58.6
720.020 SALARIES PART TIME	12,683.00	12,683.00	2,287.73	143.16	0.00	10,395.27	18.0
720.022 SOCIAL SECURITY	7,839.00	7,839.00	3,412.87	136.75	0.00	4,426.13	43.5
720.024 UNEMPLOYMENT INSURANCE	668.00	668.00	224.41	24.38	0.00	443.59	33.6
720.026 WORKERS COMP INSURANCE	4,177.00	4,177.00	1,972.49	75.73	0.00	2,204.51	47.2
720.028 HEALTH INS & OTHER BENEFITS	41,604.00	41,604.00	19,173.78	0.00	0.00	22,430.22	46.1
720.030 RETIREMENT	8,019.00	8,019.00	4,024.21	148.88	0.00	3,994.79	50.2
720.032 LIABILITY & PROPERTY INS.	6,800.00	6,800.00	5,780.17	0.00	0.00	1,019.83	85.0
723.000 SUPPLIES	1,000.00	1,000.00	20.65	0.00	0.00	979.35	2.1
723.001 POSTAGE	3,000.00	3,000.00	1,646.53	0.00	0.00	1,353.47	54.9
723.020 GAS,GREASE AND OIL	3,000.00	3,000.00	744.85	0.00	0.00	2,255.15	24.8
723.041 METERS AND PARTS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
723.055 COMPUTER EXPENSES	2,800.00	2,800.00	553.09	0.00	0.00	2,246.91	19.8
723.065 WATER AND SEWER CHARGE	1,500.00	1,500.00	144.09	0.00	0.00	1,355.91	9.6
724.000 TRAINING, CONFERENCES, DUES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
726.000 ELECTRICAL SERVICE	8,500.00	8,500.00	4,235.29	0.00	0.00	4,264.71	49.8
727.000 HEATING/NATURAL GAS	1,800.00	1,800.00	424.52	0.00	0.00	1,375.48	23.6
728.020 MAINTENANCE OTHER	1,500.00	1,500.00	2,525.15	0.00	0.00	-1,025.15	168.3
728.040 PUMP STATION MAINTENANCE	4,000.00	4,000.00	2,789.87	0.00	0.00	1,210.13	69.7
728.060 SANITATION LINES MAINTENANCE	10,000.00	10,000.00	3,824.30	0.00	0.00	6,175.70	38.2
728.063 SUSIE WILSON PS COSTS	7,000.00	7,000.00	2,821.93	0.00	0.00	4,178.07	40.3
728.064 WEST ST PS COSTS	10,000.00	10,000.00	6,411.90	0.00	0.00	3,588.10	64.1
729.000 UNIFORMS,BOOTS,ETC	1,000.00	1,000.00	798.83	0.00	0.00	201.17	79.9
745.014 CONTRACT SERVICES	137,140.00	137,140.00	68,570.00	0.00	0.00	68,570.00	50.0
745.015 RIGHT OF WAY AGREEMENTS	8,400.00	8,400.00	7,825.04	0.00	0.00	574.96	93.2
745.017 SANIT. LINE BACK-UP CLEANING	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
745.039 OTHER PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
745.041 AUDIT	1,700.00	1,700.00	1,644.96	0.00	0.00	55.04	96.8
750.020 TRANS TO CAPITAL RESERVE	85,000.00	85,000.00	42,500.00	0.00	0.00	42,500.00	50.0
755.023 CAPITAL OUTLAY	670.00	670.00	0.00	0.00	0.00	670.00	0.0
Operating Expenses	462,990.00	462,990.00	227,673.25	2,179.00	0.00	235,316.75	49.2
Acct Class: 8000 Capital Projects							
750.211 METER REPLACEMENT PROGRAM	0.00	0.00	23,700.09	0.00	0.00	-23,700.09	0.0
750.300 SCHOOL ST. RDWY/WTR/SWR RECONS	0.00	0.00	93,235.94	0.00	0.00	-93,235.94	0.0
750.427 MISC PS WORK - (FY12 BUDGET)	0.00	0.00	3,420.00	0.00	0.00	-3,420.00	0.0
750.430 RIVER ST. PS CNTL PANEL, ANODE	0.00	0.00	1,695.00	0.00	0.00	-1,695.00	0.0
750.431 SO ST PS PUMPS,VALVS,VENT,ANOD	0.00	0.00	1,695.00	0.00	0.00	-1,695.00	0.0
750.627 ARRA Loan-AR1-004 Admin Fee	0.00	0.00	4,253.04	0.00	0.00	-4,253.04	0.0
794.062 TRANS TO WWTF FOR DEBT PYMNTS	0.00	0.00	30,472.71	0.00	0.00	-30,472.71	0.0
Capital Projects	0.00	0.00	158,471.78	0.00	0.00	-158,471.78	0.0
SANITATION DEPARTMENT	462,990.00	462,990.00	386,145.03	2,179.00	0.00	76,844.97	83.4
Expenditures	462,990.00	462,990.00	386,145.03	2,179.00	0.00	76,844.97	83.4
Net Effect for SANITATION FUND	0.00	0.00	196,816.36	-2,179.00	0.00	-196,816.36	0.0
Change in Fund Balance:			196,816.36				
Fund: 600 - WASTEWATER FUND							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
440.000 INTEREST EARNINGS	0.00	0.00	202.91	0.00	0.00	-202.91	0.0
445.000 MISC. - UNCLASSIFIED RECEIPTS	0.00	0.00	1,123.80	0.00	0.00	-1,123.80	0.0
460.011 VILLAGE USER PENALTIES	3,000.00	3,000.00	1,845.34	0.00	0.00	1,154.66	61.5
460.012 VILLAGE USER CHARGE	711,876.00	711,876.00	356,305.00	0.00	0.00	355,571.00	50.1
460.013 WASTEWATER CHARGE - ESSEX	465,440.00	465,440.00	193,933.35	0.00	0.00	271,506.65	41.7
460.014 WASTEWATER CHARGE - WILLISTON	569,380.00	569,380.00	284,029.98	0.00	0.00	285,350.02	49.9

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Fund: 600 - WASTEWATER FUND							
Revenues							
Dept: 000.000							
Acct Class: 4000 Revenue							
460.016 PUMP STATION MAINT. FEE	30,300.00	30,300.00	15,150.00	0.00	0.00	15,150.00	50.0
460.025 VILL. SEPTAGE DISCHARGE INCOME	12,000.00	12,000.00	7,096.74	0.21	0.00	4,903.26	59.1
460.026 SHARED SEPTAGE REVENUES	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
460.027 VILLAGE LEACHATE REVENUES	0.00	0.00	524.90	0.00	0.00	-524.90	0.0
Revenue	1,797,996.00	1,797,996.00	860,212.02	0.21	0.00	937,783.98	47.8
Acct Class: 5990 Non Operating Revenues							
430.013 ESSEX - DEBT PAYMENT	0.00	0.00	28,401.99	0.00	0.00	-28,401.99	0.0
430.014 WILLISTON - DEBT PAYMENT	0.00	0.00	26,339.80	0.00	0.00	-26,339.80	0.0
430.015 ESSEX JCT - DEBT PAYMENT	0.00	0.00	30,472.71	0.00	0.00	-30,472.71	0.0
440.010 Interest Earned - Capital Res	0.00	0.00	331.40	0.00	0.00	-331.40	0.0
440.012 WWTF REFURB INTEREST	0.00	0.00	312.64	0.00	0.00	-312.64	0.0
445.100 SALE OF ASSET	0.00	0.00	2,058.87	0.00	0.00	-2,058.87	0.0
465.055 CURRENT YR CONTRIBUTION INCOME	0.00	0.00	130,000.00	0.00	0.00	-130,000.00	0.0
Non Operating Revenues	0.00	0.00	217,917.41	0.00	0.00	-217,917.41	0.0
Dept: 000.000	1,797,996.00	1,797,996.00	1,078,129.43	0.21	0.00	719,866.57	60.0
Revenues	1,797,996.00	1,797,996.00	1,078,129.43	0.21	0.00	719,866.57	60.0
Expenditures							
Dept: 600.000 WASTEWATER TREATMENT PLANT							
Acct Class: 7000 Operating Expenses							
720.000 SALARIES REGULAR	308,467.00	308,467.00	157,958.66	5,414.70	0.00	150,508.34	51.2
720.010 SALARIES OVERTIME	45,000.00	45,000.00	19,457.65	715.80	0.00	25,542.35	43.2
720.020 SALARIES PART TIME	15,000.00	15,000.00	6,500.74	62.33	0.00	8,499.26	43.3
720.022 SOCIAL SECURITY	28,612.00	28,612.00	13,744.31	475.34	0.00	14,867.69	48.0
720.024 UNEMPLOYMENT INSURANCE	1,535.00	1,535.00	171.78	84.20	0.00	1,363.22	11.2
720.026 WORKERS COMP INSURANCE	16,530.00	16,530.00	7,943.33	279.84	0.00	8,586.67	48.1
720.028 HEALTH INS & OTHER BENEFITS	107,085.00	107,085.00	43,099.48	0.00	0.00	63,985.52	40.2
720.030 RETIREMENT	30,847.00	30,847.00	15,460.71	541.47	0.00	15,386.29	50.1
720.032 LIABILITY & PROPERTY INS.	25,000.00	25,000.00	21,148.32	0.00	0.00	3,851.68	84.6
720.040 INTEREST EXPENSE	500.00	500.00	0.00	0.00	0.00	500.00	0.0
723.000 SUPPLIES	9,000.00	9,000.00	5,164.02	8.98	0.00	3,835.98	57.4
723.005 SUPPLIES - LABORATORY	10,000.00	10,000.00	10,083.61	0.00	0.00	-83.61	100.8
723.013 CHEMICALS	195,000.00	195,000.00	101,460.76	0.00	0.00	93,539.24	52.0
723.020 GAS,GREASE AND OIL	6,000.00	6,000.00	2,351.70	0.00	0.00	3,648.30	39.2
723.065 WATER AND SEWER CHARGE	7,000.00	7,000.00	1,425.09	0.00	0.00	5,574.91	20.4
724.000 TRAINING, CONFERENCES, DUES	6,500.00	6,500.00	2,951.18	64.96	0.00	3,548.82	45.4
725.000 TELEPHONE SERVICES	4,500.00	4,500.00	2,544.57	0.00	0.00	1,955.43	56.5
726.000 ELECTRICAL SERVICE	200,000.00	200,000.00	77,185.14	0.00	0.00	122,814.86	38.6
727.000 HEATING/NATURAL GAS	20,000.00	20,000.00	5,582.74	0.00	0.00	14,417.26	27.9
728.020 MAINTENANCE OTHER	70,000.00	70,000.00	62,333.72	47.50	0.00	7,666.28	89.0
728.030 VEHICLE MAINTENANCE	2,500.00	2,500.00	760.39	0.00	0.00	1,739.61	30.4
729.000 UNIFORMS,BOOTS,ETC	4,000.00	4,000.00	1,767.09	0.00	0.00	2,232.91	44.2
745.000 CONTRACT LABORATORY SERVICE	7,000.00	7,000.00	4,201.81	820.25	0.00	2,798.19	60.0
745.014 CONTRACT SERVICES	53,420.00	53,420.00	26,710.00	0.00	0.00	26,710.00	50.0
745.031 LEGAL SERVICES	1,000.00	1,000.00	676.50	0.00	0.00	323.50	67.7
745.033 GRIT DISPOSAL	10,000.00	10,000.00	2,939.85	0.00	0.00	7,060.15	29.4
745.034 SLUDGE DEWATERING	150,000.00	150,000.00	52,456.00	0.00	0.00	97,544.00	35.0
745.035 SLUDGE MANAGEMENT	178,000.00	178,000.00	68,961.69	0.00	0.00	109,038.31	38.7
745.039 OTHER PROFESSIONAL SERVICES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
745.041 AUDIT	4,000.00	4,000.00	3,862.08	0.00	0.00	137.92	96.6
745.052 WWTF ANNUAL PERMIT FEE	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
750.020 TRANS TO CAPITAL RESERVE	260,000.00	260,000.00	130,000.00	0.00	0.00	130,000.00	50.0
755.023 CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
Operating Expenses	1,797,996.00	1,797,996.00	848,902.92	8,515.37	0.00	949,093.08	47.2
Acct Class: 8000 Capital Projects							

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Fund: 600 - WASTEWATER FUND							
Expenditures							
Dept: 600.000 WASTEWATER TREATMENT PLANT							
Acct Class: 8000 Capital Projects							
750.607 WWTF PICKUP TRUCK	0.00	0.00	27,572.00	0.00	0.00	-27,572.00	0.0
750.625 WWTF REFURBISH (11)	0.00	0.00	203,151.83	0.00	0.00	-203,151.83	0.0
750.626 RZEDB Interest	0.00	0.00	25,214.50	0.00	0.00	-25,214.50	0.0
750.627 ARRA Loan-AR1-004 Admin Fee	0.00	0.00	702.25	0.00	0.00	-702.25	0.0
750.630 NETWORKING & SOFTWARE	0.00	0.00	12,707.00	0.00	0.00	-12,707.00	0.0
750.632 CO-GEN	0.00	0.00	232,807.17	0.00	0.00	-232,807.17	0.0
750.637 UTILITY VEHICLE	0.00	0.00	15,184.08	0.00	0.00	-15,184.08	0.0
Capital Projects	0.00	0.00	517,338.83	0.00	0.00	-517,338.83	0.0
WASTEWATER TREATMENT PLANT	1,797,996.00	1,797,996.00	1,366,241.75	8,515.37	0.00	431,754.25	76.0
Expenditures	1,797,996.00	1,797,996.00	1,366,241.75	8,515.37	0.00	431,754.25	76.0
Net Effect for WASTEWATER FUND	0.00	0.00	-288,112.32	-8,515.16	0.00	288,112.32	0.0
Change in Fund Balance:			-288,112.32				
Grand Total Net Effect:	-35,000.00	-35,000.00	2,435,734.52	147,382.83	0.00	-2,470,734.52	